



THE CORPORATION OF CHAMPLAIN TOWNSHIP

TENDER FOR

GRASS CUTTING AND TRIMMING

NO.: PWT2019-02

CLOSING AT 3:00 P.M., TUESDAY, APRIL 23rd, 2019

Received at the:

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

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The Corporation of Champlain Township

Public Works Department

948 Pleasant Corner Road East, Vankleek Hill ON K0B 1R0

Tel: (613) 678-2125

Fax : (613) 678-3363

Tender No: PWT2019-02

Description: Tender for Grass Cutting and Trimming

Date Issued: April 1st, 2019

Closing Date/Time: Tuesday, April 23rd, 2019 before 3 P.M.

1. INSTRUCTIONS TO BIDDERS

1.1 Invitation

- a) The Public Works Department of Champlain Township is giving the opportunity to Contractors to submit prices for **Grass Cutting and Trimming** as specified in this Tender document.

1.2 Queries / Addenda

- a) All queries regarding all aspects of this Tender shall be addressed to the **Contracting Authority** 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
Fax: (613) 678-3363
E-mail: james.mcmahon@champlain.ca

- b) Inquiries must be received in writing (by e-mail) no later than seventy two (72) hours before date set for receipt of Bids in order to ensure adequate time remains to issue any required addenda. Addenda may be issued during bidding period. 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** will 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 the Tender document. If it becomes necessary to revise, delete,

substitute or add to any part of the Tender document, a written addendum will be issued. The Bidder must acknowledge reception of any addendum on the Bidding Forms of this Tender document.

- f) The Bidder must acknowledge reception of any addendum on the Bidding Forms of this Tender document.

1.3 Condition of Submission

- a) Sealed Bids must be submitted on the enclosed form(s) of this Tender document and must be returned to the

**Township of Champlain Administrative Office
Public Works Department
948 Pleasant Corner Road East
Vankleek Hill ON K0B 1R0**

no later than **3:00 p.m. local time, on Tuesday, April 23rd, 2019**, in a sealed envelope clearly identified as to contents with the Bid Label located in Appendix "D" at the end of this document. **(PLEASE USE LABEL AT END OF DOCUMENT.)**

- b) Sealed Tender envelope shall include any and all addenda issued by the Township of Champlain, each duly signed by the Bidder.
- c) **Form 1 – Statement by Bidder** 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 in public immediately following Tender closing.
- e) Offers submitted after the above time shall be returned to Bidder unopened.
- f) Offers sent by mail, fax or email shall be returned to Bidder unopened.
- 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.

1.4 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 of 4) – Bidding Form for Grass Cutting and Trimming
 - ii) Tender Form (2 of 4) – Bidder Information Form
 - iii) Tender Form (3 of 4) – Statement by Bidder
 - iv) Tender Form (4 of 4) – Bid Bond Agreement
 - v) Certified Cheque or Endorse Bid Bond
 - vi) Certificate of Insurance and WSIB Clearance Certificate
- d) Improperly completed information and missing documents mentioned above may at discretion of Owner, be declared informal.
- e) Tender 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.
- f) 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.

1.5 Offer Acceptance or Rejection

- a) The award of this Contract is subject to the approval of The Corporation of Champlain Township. 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.

- b) Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at discretion of the Owner, be declared informal.
- c) **The Bidder has to submit bids for Schedule A and Schedule B.** If the Bidder submits a blank Schedule (either A or B), the Tender will be rejected.
- 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) Bids that fail to include security deposit, bonding or insurance requirements may at discretion of Owner, be declared informal.
- g) The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner 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;
 - (iv) **The Corporation of Champlain Township may reserve the right to extend the Contract for an additional 2 years upon a negotiated agreement.**
- h) The Owner 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 Owner 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 Owner's requirements and specifications;
 - (vii) innovative approaches proposed by the Bidder in the Tender; and,
 - (viii) the Owner's policies relating to tendering and issuing contracts to third parties.

- i) The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Tender, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.
- j) This Request for Tender follows all terms and conditions as per The Corporation Procurement Policy (By-law no. 2009-049). For reference, the procurement policy is available by contacting the Public Works Department at (613) 678-2125.
- k) 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.

1.6 Security Deposit

- a) **The Tender must be accompanied by a security deposit** as follows: Endorsed Bid Bond or Certified Cheque in an amount not less than 10% of the **CONTRACT PRICE GRAND TOTAL** (including Harmonized sales tax, HST).

The **CONTRACT PRICE GRAND TOTAL** is the sum of both TOTAL CONTRACT PRICES of Schedules A & B in the Official Bidding Form Summary on page 10.

- b) **Endorsed Bid Bond or Certified Cheque** made payable to the "Township of Champlain" as obligee, signed by principal Contractor and surety.
- c) All Bids deposits must be signed originals and, in the case of Bonds, sealed. No faxes or photocopies will be accepted.
- d) The certified cheque of the unsuccessful bidder(s) will be returned within seven (7) days from the date that the Municipal Council awards the Contract.
- e) The Endorsed Bid Bond or Certified Cheque of the successful bidder(s) will be retained by the Corporation of the Township of Champlain until the end of term of the Tender.

2. TENDER FORM AND STATEMENT BY BIDDER

2.1 Official Bidding Forms – Grass Cutting and Trimming (1 of 4)

*** **IMPORTANT:** Bidder has to submit bids for Schedule A and Schedule B.***

SCHEDULE "A" PARKS AND RECREATION DEPARTMENT BIDDING FORM TOWNSHIP OF CHAMPLAIN – PWT2019-02		
Item #	LOCATIONS	AMOUNT (PER SEASON)
1.	Desjardins – Laurentian Park, Place Laval, West Hawkesbury	\$ _____
2.	Miner Park, Off of Front Road, Hawkesbury	\$ _____
3.	Laurier Pilon Park, 953 King Street, L'Orignal	\$ _____
4.	L'Orignal Park, 772 Front Road West, L'Orignal	\$ _____
5.	Chalet-Abri, 772 Front Road West, L'Orignal	\$ _____
6.	Sacha's Park, 34 De La Seigneurie, L'Orignal	\$ _____
7.	Mill Street Park, 36 Mill Street, Vankleek Hill	\$ _____
8.	Woodhills Park, Access vi Home Avenue and Barton Street, Vankleek Hill	\$ _____
9.	Higginson Tower, 5743 Highway 34, Vankleek Hill	\$ _____
10.	VKH Townsquare, 39 Main Street East, Vankleek Hill	\$ _____
SCHEDULE A – TOTAL CONTRACT PRICE (excluding applicable taxes)		\$ _____
<p>The Township reserves the right to remove any item from the list above or reject all tenders or not to necessarily accept the lowest bidder.</p> <p>The Township reserves to right to award the contract to only one Contractor or to award the contract to separate Contractors for schedules A and B.</p>		
<div style="display: flex; justify-content: space-between; width: 80%; margin: auto;"> <div style="text-align: center; width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Date</p> </div> <div style="text-align: center; width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Signature of Contractor</p> </div> </div>		

SCHEDULE "B"
PUBLIC WORKS DEPARTMENT BIDDING FORM
TOWNSHIP OF CHAMPLAIN – PWT2019-02

Item #	LOCATIONS	AMOUNT (PER SEASON)
1.	In and Around the Town of Vankleek Hill a) Beside the Fire Station; b) Area around Champlain Day Care at 79 Derby Street; c) Main Street - South side from Bertha Street to 230 Main Street; d) Main Street – North side from 151 Main Street to Farmers Avenue; e) Hwy 34 from 141 High Street to Peladeau Service Station on East side; f) Hillview Circle – two turning circles; g) Duval Road – beside cemetery East side only; h) Pendelton Street at the west end of Mill Street – West side around hydro pole.	\$ _____
2.	In and Around the Village of L'Original a) 925 County Road 17 – all around the Building Department's Office; b) Longueuil Street – all around the village signs; c) 10 Elgin Street – all around the fire hall and garage; d) John Street – East side only from Queen Street around the corner to 1060 Victoria Street; e) Easement from 863 Victoria Street to 26 Daniel Street; f) Daniel Street – turning circle; g) Bobois Street – turning circle; h) Bonin Street – around Country Club Estate sign to mail box; i) Heritage Court Street at the intersection of Davidson and Heritage-Court on the East side.	\$ _____
3.	Other Areas a) Recreational Trail Hwy 34 - around the building (across the road from Ann's Chip Stand); b) Carillon Crescent – turning circle; c) Bush area on the West side of 1201 Sandy Hill Road - starting from the roadway back towards the cedar hedge; d) Administration Office - 948 Pleasant Corner Road East from Hwy 34 from the South side to 1007; e) Municipal Garage - 1023 Pleasant Corner Road East, behind garage along the North side of the road to 1007; f) Both sides of the entrance to Fox Run (Pattee Road).	\$ _____
4.	O.C.W.A – In and Around the Town of Vankleek Hill a) Pumping Station - near VCI on West side of Hwy 34; b) Pumping Station - 97 Oswald Street; c) Pumping Station - opposite to 124 Stanley Avenue; d) Vankleek Hill Pumping Station #1 - (County Road 10 East); e) Pumping Station – in front of the fairgrounds, South side only; f) Around Water Tower - Home Avenue.	\$ _____

5.	O.C.W.A. – In and Around the Village of L’Original a) L’Original WWTP (Waste Water Treatment Plant); b) L’Original Stand Pipe; c) King Street Pumping Station.	\$ _____
6.	O.C.W.A. – Other Areas a) Pumping Station next to 5135 Hwy 34 (Anne’s Chip Stand) – area around the Pumping Station; b) Pumping Station at the corner of Des Cèdres and Place Laval – area around Pumping Station and North side of entrance only; c) Vankleek Hill Hwy 34 Booster Station - near Hwy 17 on ramp; d) Vankleek Hill Lagoon - Newton Road area around building.	\$ _____
SCHEDULE B – TOTAL CONTRACT PRICE (excluding applicable taxes)		\$ _____
<p>The Township reserves the right to remove any item from the list above or reject all tenders or not to necessarily accept the lowest bidder.</p> <p>The Township reserves to right to award the contract to only one Contractor or to award the contract to separate Contractors for schedules A and B.</p>		
_____		_____
Date		Signature of Contractor

OFFICIAL BIDDING FORM SUMMARY – PWT2019-02	
Please transcribe your total contract price(s) as you have indicated on each schedule. If you have only provided a bid for one or the other, place a zero (0) in the corresponding line for the schedule you have not bid on.	
SCHEDULE "A" – TOTAL CONTRACT PRICE Parks and Recreation Department (excluding applicable taxes)	\$ _____
SCHEDULE "B" – TOTAL CONTRACT PRICE Public Works Department (excluding applicable taxes)	\$ _____
** CONTRACT PRICE GRAND TOTAL ** (Schedule A + Schedule B)	\$ _____

Date	
Signature of Contractor	

SCHEDULE "C"
LIST OF EQUIPMENT
TOWNSHIP OF CHAMPLAIN – PWT2019-02

<p>MOWER TRACTORS (Make, Model, Deck Size, and Horse Power, etc.)</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>
<p>TRIMMERS (Make, Model Horse Power, etc.)</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>
<p>OTHER RELATED EQUIPMENT OR ATTACHMENTS (Make, Model, Horse Power, etc.)</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>

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2.2 Bidder Information Form (2 of 4)

BIDDER INFORMATION FORM

Tender No: PWT2019-02
Description: Tender for Grass Cutting and Trimming
Date Issued: April 1st, 2019
Closing Date/Time: Tuesday, April 23rd, 2019, before 3 p.m.

BIDDER: _____
ADDRESS: _____

PHONE #: _____
EMAIL: _____
FAX #: _____
WSIB #: _____

We, the undersigned, agree (*upon acceptance by the Township of Champlain*) to fulfill the contract requirements in accordance with **Tender document PWT2019-01, Tender for Grass Cutting and Trimming.**

Dated at _____ this _____ day of _____ 2019.

NAME (print) **SIGNATURE**

WITNESS (print) **SIGNATURE**

(*AFFIX SEAL HERE*) **COMPANY:** _____

SIGNATURE: _____

TITLE: _____

DATE: _____

2.3 Statement by Bidder (3 of 4)

STATEMENT BY BIDDER

**La Corporation du Canton de
Champlain**

**The Corporation of Champlain
Township**

**DÉCLARATION DU
SOUSSIONNAIRE**

STATEMENT BY BIDDER

TITRE DU DOCUMENT DE SOUSSION / *BID DOCUMENT NAME*: **Tender for Grass Cutting and Trimming**

NUMÉRO DU DOCUMENT DE SOUSSION (LE CAS ÉCHÉANT) / *BID DOCUMENT NUMBER (IF APPLICABLE)* : **PWT2019-02**

1. J'ai (nous avons) examiné toutes les conditions indiquées dans les formules comprises dans le présent dossier de soumission et de la politique d'approvisionnement du canton de Champlain (*Règlement n° 2009-049*). / *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. 2009-049).*
2. J'ai (nous avons) lu toutes les conditions indiquées dans les formules comprises dans le présent dossier de soumission ainsi que dans la politique d'approvisionnement du Canton (*Règlement n° 2009-049*) et j'en comprends (nous en comprenons) le sens. / *I/We have read and understand all terms and conditions of all forms included as part of this Bid package as well as in the Township's Procurement Policy (By-law no. 2009-049).*
3. Je m'engage (nous nous engageons), si notre soumission est acceptée, à satisfaire à toutes les exigences fixées à l'égard du soumissionnaire titulaire et décrites dans les formules de soumission ainsi que dans la politique d'approvisionnement du Canton (*Règlement n° 2009-049*), dans le délai prescrit et selon le format exigé. / *I/We understand that if our Bid is chosen, all requirements of the successful Bidder as outlined in this Bidding forms as well as in the Township's Procurement Policy (By-law no. 2009-049) will be completed by the time and in the format required.*

Fait à / *Dated at* _____ ce / *this* _____ jour de / *day of* _____ 2019.

Témoin / *Witness*

Signature de la personne autorisée et sceau de la société (le cas échéant) / *Signature of Authorized Person and Corporate sealed (if a Corporation)*

Poste / *Position*

Signature (dans le cas d'un particulier, et non dans le cas d'une société) / *Signature (if an individual – not a Corporation)*

2.4 Bid Bond Agreement by Bidder (4 of 4)

AGREEMENT TO BOND

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 Grass Cutting and Trimming PWT2019-02** is accepted by the Owner.

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 Owner.

Dated the _____ day of _____, 2018.

(COMPANY SEAL)

Name of Bonding Company

Signature of Authorized Person
Signing for Company

Position

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

3. GENERAL CONDITIONS

3.1 Definition of Authority

- a) Wherever the word "Township", "Corporation", "Public Works" or "Owner" appears in this Contract, it shall be interpreted as meaning the "Department of Public Works of the Corporation of Champlain Township."
- b) The Director of Public Works or designate shall mean any such person, partnership or corporation, as may be authorized by Council, to act on their behalf on any particular capacity.

3.2 Payments to Contractors

The Owner will make payments to the Contractor as follows:

- a) **As per Schedule A and B, itemized monthly invoices must be sent to the Public Works Department and the Parks and Recreation Department separately once work is completed.**
- b) Harmonized sales tax (HST) must be shown separately on invoice.

3.3 Standards

The Contractor shall abide, if applicable, by the requirements of *The Industrial Standards Act*, *Employment Standards Act*, any Acts or Legislation enforced by the Ministry of Environment and any Act or By-Laws which are relative to the performance of the work.

3.4 Scope of Work & General Provisions

- a) **All grass cutting and trimming will be done during regular business hours from Monday to Friday from 7:00 a.m. to 4:30 p.m. "NO WEEKEND CUTTING OR TRIMMING WILL BE PERMITTED".**
- b) All work is to be scheduled in such a manner as to cause the least amount of inconvenience at each location to be cut.
- c) The Contractor must fill out **Schedule C** to this tender; to list and describe the types of equipment they will use to fulfill the contract.
- d) The work under this Contract comprises the furnishing of all labour, tools, equipment and materials required for grass cutting and trimming.
- e) During the fast growth periods, generally in the spring and early fall, the Contractor must have sufficient equipment and labour resources to complete each area as required. Any work that will be required to be completed by the Township due to the failure of the Contractor in respecting the terms and conditions shall be itemized and quantified in value and deducted from any payment owing to the Contractor.

- f) The Contractor is responsible to ensure that no grass clippings or other debris as a result of the lawn maintenance is left on any roadways, sidewalks or walkways throughout the Township.
- g) The Contractor shall trim grass around trees, playground equipment, benches, and flower beds including any other fixed objects. The Contractor shall ensure that no trees, benches, flower beds or other fixed objects are damaged due to the cutting and trimming of the grass. The Contractor shall be financially responsible for all such damages which will be deducted from any monies owing to the Contractor.

3.5 Contractor's Liability

- a) The Contractor shall be responsible for all damages caused by him or his employees, agents or any workers or persons employed by him, or under his 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 his failure or the failure of those for whom he is responsible, to do or perform any or all of the several acts or things required to be done by him or them under the Contract, and agrees to hold the Owner safe and harmless from any such claims by third parties, including any legal costs incurred by the Owner in connection therewith on a solicitor/client basis.
- b) 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.

3.6 Third Party Claims

- a) The Corporation shall have the right to retain, out of any monies payable by the Corporation 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 his 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.

3.7 Workplace Safety & Insurance Board (WSIB) and Worker's Rights

- a) 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.**
- b) The Contractor will 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.

- c) 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*.

3.8 Liability Insurance

- a) Notwithstanding the provisions of this Contract and in addition hereto, the Contractor shall provide and maintain at his 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:**

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the supplier while carrying out the work associated with the Tender. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Township of Champlain, as Additional Insured with respect to the operations of the supplier. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The supplier shall indemnify and hold the Township of Champlain harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the supplier, their officers, employees or other persons for whom they are legally responsible.

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.

3.9 Assignment or Sub-Contract

- a) The whole or any part of the Contract arising from this Tender may 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.

3.10 Tender Ability and Experience

- a) No Tender will 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 (Owner) and other municipalities will be taken into consideration. In order to aid the Owner in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Owner 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.

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4. APPENDIX

4.1 Appendix A - Bid Label and Instructions

✂ ✂ Compagnie/Company _____ _____	✂ ✂ FERMETURE / CLOSING: Mardi le 23 avril 2019 à 15 h Tuesday, April 23 rd , 2019 at 3:00 P.M.
SOUSSION – 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: TENDER FOR GRASS CUTTING AND TRIMMING - PWT2019-02 Service des travaux publics / Public Works Department	
Check List: Mandatory documents to be submitted: <ul style="list-style-type: none"><input type="checkbox"/> Tender Form (1 of 4) – Bidding Forms for Grass Cutting and Trimming<input type="checkbox"/> Tender Form (2 of 4) – Bidder Information Form<input type="checkbox"/> Tender Form (3 of 4) – Statement by Bidder<input type="checkbox"/> Tender Form (4 of 4) – Bid Bond Agreement<input type="checkbox"/> Endorsed Bid Bond or Certified Cheque<input type="checkbox"/> Certificate of Insurance and 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.