



**Township of McMurrich/Monteith**

**DATE OF ISSUE:** Monday March 2, 2020

**TENDER NO.** 2020-02 DITCHING

**CLOSING DATE:** Tuesday March 31, 2020

**Township Of McMurrich/Monteith Office:**

31 William Street,  
P.O. Box 70  
Sprucedale Ontario  
P0A 1Y0

Attn: Clerk/Treasurer – Cheryl Marshall

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**TENDER INFORMATION**

Ditching

Tender Number 2020-02

Sealed Tenders will be received by: Corporation of the Township of McMurrich/Monteith  
31 William Street, PO Box 70  
Sprucedale, Ontario  
P0A 1Y0

Tender Closing Date: **Tuesday, March 31, 2020**

Tender Closing Time: **1:00 p.m.**

Tender Opening Date: Monday, April 6, 2020 @ 7:30 pm

Tender Awarded: Regular Meeting of Council –  
Monday April 6, 2020 @ 7:30 pm

Tender for:

To Ditch approximately 2.5 km of roadway ditch for the following road with a Gradall or Rubber Wheeled Excavator:

1. Stisted Road South – 2.5 km x 2 = 5 km  
(From township pit 911-2284 to Stisted Road South and 8<sup>th</sup> Avenue intersection)

Total km of Ditching 5 km

Contractor responsible for all dumping sites of ditching material locates for buried utilities. All traffic management and safety devices to be looked after by the contractor as per Book 7 of the Ontario Traffic Manual.

Contractor responsible to provide two (2) dump trucks and two (2) traffic controllers.

All Work to be completed by: **July 31, 2020**

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

BIDDER'S NAME: \_\_\_\_\_

3 Bidder Initial \_\_\_\_\_

## **TENDER PROCEDURES**

- 1.0 All inquiries concerning the tender, prior to tender closing, shall be directed to:  
Dustin Culp, Public Works Working Superintendent at (705)685-7609.
- 2.0 Tenders will generally be opened by means of a Public Opening approximately 30 minutes after start of council meeting.
- 3.0 Notification of Acceptance of Tender will be by written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
- 4.0 A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

## **TENDER REQUIREMENTS**

- 1.0 A certified cheque, made payable to the municipality, in the amount of 10% of the total tender must be submitted with the tender, for deposit purposes. Deposit cheques of unsuccessful bidders will be returned within ten (10) calendar days of the tender opening. The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.
- 2.0 The successful bidder may file with the municipality, a completed Performance Bond. The Bond shall be signed and sealed by a recognized bonding company, in the amount of 100% of the total estimated tender. Upon receipt of such a bond, the municipality will return the Contractor's tender deposit cheque.
- 3.0 The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least \$2,000,000.00 per incident in the name of the municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit (also see Form M-100 Subsections 106-1 and 106-2).
- 4.0 The successful bidder shall also deliver proof of Workplace Safety and Insurance Board (WSIB) coverage, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.

5.0 The successful bidder is required to continually be in compliance for the life of the contract, with all federal, provincial, and municipal laws, statutes, and regulations that govern its operation.

6.0 In order to avoid any misunderstandings as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that they are the constructor within the meaning of Occupational Health and Safety Act (OHSA) and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the bidder that the Occupational Health and Safety Act provides in addition to other matters that:

A constructor shall ensure, on a project undertaken by the constructor that,

- i. the measures and procedures prescribed in this Act and the regulations are carried out on the project,
- ii. every employer and every worker performing work on the project complies with this Act and the regulations,
- iii. and; the health and safety of the workers on the project is protected.

***When an unsafe act is being committed during the completion of this tender, the municipal representative, or his designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.***

#### TENDER EVALUATION CRITERIA

#### ***TENDERS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS WILL BE DISQUALIFIED:***

- 1.0 Tender must be legible, in ink, by typewriter or by printer.
- 2.0 Tender must be in possession of the municipality by the closing date and time.
- 3.0 Tender must be on form provided.
- 4.0 Tender must be signed and sealed by an authorized official of the bidding organization.  
A joint tender must be signed and sealed by each company.
- 5.0 All items must be bid.
- 6.0 Tender must not be restricted or modified in any way.

#### ***AS WELL AS THE FOLLOWING REQUIREMENTS:***

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

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

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

And that

**THE COMPANY TENDERING HAS:**

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

**SITE AND QUANTITY INFORMATION**

To Ditch approximately 2.5km of roadway ditch for the following roads with a Gradall or Rubber Wheeled Excavator:

- 1. Stisted Road South (From township pit 911-2284 to Stisted Road South and 8<sup>th</sup> Avenue intersection)      2.5 km x 2 = 5 km  
5 km

Total km of Ditching

Contractor responsible for all dumping sites of ditching material. All traffic management and safety devices to be looked after by the contractor as per Book 7 of the Ontario Traffic Manual.  
Contractor responsible to provide two (2) dump trucks and two (2) traffic controllers.

**TENDER 2020-02**

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

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

**I/We (the Contractors) promise to perform the work without undue delay and complete the work by July 31, 2020**

**Ditch approximately 5 kilometers (5,000 metres) of roadway ditch on Stisted Road South**

<p>\$ _____ /Metre</p>	<p>Tender Price \$ _____</p> <p>HST\$ _____</p> <p>TOTAL PRICE \$ _____</p>
<p><b>Tender Price = Metre X 5,000 Meters</b></p>	

**INCLUDE ALL COSTS WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER**

Name of the Individual or Firm \_\_\_\_\_  
(hereafter referred to as the "Contractor")

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

Address \_\_\_\_\_ Position of Signor \_\_\_\_\_  
(City or Town)

Date \_\_\_\_\_  
(Witness or Seal)

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

7 Bidder Initial \_\_\_\_\_

TO: The Reeve and Members of Council for the Township of McMurrich Monteith

RE: 2020 Ditching on Stisted Road South

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Dear Reeve and Members of Council:

The Contractor has carefully examined the Plans, Provisions, Specifications and Conditions described herein, and Addenda No.'s \_\_\_\_\_ to \_\_\_\_\_ \* attached hereto as part of this Contract, and has carefully examined the site and location of the work, as part of the work to be done under this Contract. The Contractor understands and accepts the said Plans, Provisions, Specifications and Conditions, and, for the prices set forth in this agreement, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the said Plans, Specifications and Conditions. The Contractor 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.

The Contractor agrees to begin work upon notice of award and complete all work prior to July 31, 2020.

The Contractor shall provide the Township a 100% Performance Bond or 10% Certified Cheque, satisfactory to the Treasurer, within ten (10) calendar days from the date of receipt of Notice of Acceptance of the Proposal.

Notification of acceptance may be given and delivery of the Form of Agreement made by prepaid post, addressed to the Contractor at the address contained in the proposal.

\* **The contractor will insert the numbers of the Addenda (in the spaces above) received by them during the proposal period and taken account by them in their bid.**

8 Bidder Initial \_\_\_\_\_

\* TO BE COMPLETED AND RETURNED IF YOUR COMPANY IS THE AWARDED BIDDER

**CONTACT INFORMATION:**

Company Name \_\_\_\_\_

Full Address \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Office Contact Name and Position \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Jobsite Contact Name and Position \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

## **GENERAL CONDITIONS**

### **3.0 Payment, Holdback and Completion**

Paragraphs 1-4, inclusive of M-100, Subsection 108-3 are cancelled and replaced by the following paragraphs.

Monthly payments will be paid for 90% of the estimated value of the work performed, within thirty (30) calendar days of certification of the work estimate by the Contractor. The municipality shall prepare the estimate. In addition to the normal 10% holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

As soon as possible following the certification of completion of the Contract, the municipality shall prepare the final estimate of payment and submit for certification by the Contractor and any sub-contractors. The Contractor shall return the certified final estimate and Worker's Compensation Board clearances within thirty (30) calendar days. Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the municipality that the Contract is "complete". (See the Construction Lien Act).

### **3.0 Performance Evaluation**

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the municipality's contracts for a period of two (2) years, unless shortened at the municipality's sole discretion.

### **4.0 Engineer, Authority, Ministry and Municipality**

The terms of Corporation, Inspector, Engineer, Authority and Ministry shall be deemed to be the municipality.

**CONSTRUCTION**

**MEASUREMENT FOR PAYMENT**

**1.0 Ditching Measurements**  
(i) Meter Measurement

Measure actual work performed in meters by Township of McMurrich/Monteith Public Works Superintendent, subject to final review and approval of work completed to satisfaction.