

TOWN OF MINTO
PUBLIC WORKS DEPARTMENT

TENDER
#2014 - 04

SUPPLY, LOAD HAUL AND SPREAD
GRANULAR 'A' (MAINTENANCE GRAVEL)

March 12, 2014

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SUPPLY, LOAD, HAUL AND SPREAD GRANULAR 'A'
IN THE TOWN OF MINTO

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FORM OF TENDER

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and locations of the work to be done under this contract and the Contractor understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this tender, 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 provisions, plans, specifications and conditions attached to this tender.

Attached to this tender is a certified cheque in the amount specified in the "Tendering Requirements" made payable to the Town of Minto. The proceeds of the cheque shall, upon acceptance of this tender, constitute a deposit which shall be forfeited to the Town of Minto if the Contractor fails to complete the work in accordance to the provisions, plans, specifications and conditions attached hereto.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Town of Minto's Public Works Director or designate, without alteration of the contract unit price.

All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed by the bidder in the space provided.

I/We the Contractor hereby certify that we will commence work on schedule A, and to diligently perform the work continuously without undue delay and further promise to complete the work on schedule A before October 3rd, 2014.

BY:
Firm, Contractor
Or Individual Name _____
Address: _____
Telephone: _____

I have authority to bind the company.

(Name of Signatory)

(Signature)

Accepted on behalf of the Town of Minto:

(Name of Signatory)

(Signature)

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SUBMISSION INSTRUCTIONS

S.1 Definitions

The following definitions shall apply throughout the Tender:

“Agreement” refers to the agreement between the Town of Minto and a Contractor.

“Award” refers to the selection by the Town of Minto of a successful Tender for the provision of engineering services in this Tender process.

“Contractor” refers to any person or corporation participating in this request for proposal process.

“Road Foreman” refers to the Road Foreman for the Town of Minto.

“Director” refers to the Public Works Director for the Town of Minto.

“Town” refers to The Town of Minto.

“MTO” refers to the Ministry of Transportation, Ontario

S.2 Submission Requirements

- a) **Two** copies of the Tender shall be submitted in a sealed envelope clearly marked with the Tender number and title (enclosed):

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- b) Tenders must be addressed to Brian Hansen, Public Works Director of the Town of Minto, 5941 Highway #89, Harriston, Ontario N0G 1Z0, and must be received by the Town of Minto no later than the Closing Date and Closing Time of:

1:30 pm (EASTERNSTANDARD TIME)

on

Thursday, April 10th, 2014

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- c) The Contractor shall assume all responsibility and risk with respect to the means it selects to deliver a Tender or Quotation to the Town.
- d) Before being placed in the tender box, the Proposal will be marked by the Director, or designate, with the time and the date that the Tender was received.
- e) On the Closing Date, commencing at 1:30 p.m., the Proposal envelopes will be opened and the names of the Contractors that have submitted Proposals will be recorded by the Opening Committee in the Town of Minto office. "Following public opening," the Tenders will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- f) The Town will not accept a response to this Tender by facsimile or other electronic device.
- g) All Tenders must be clearly written or typewritten. Erasures, overwriting or strike-outs shall be initialed by the person signing the Tender.
- h) Late Tenders will be returned unopened.

S.3 *Privilege Clause*

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a tender, or recall the tender at a later date:

- (a) When only one bid has been received as a result of the tender;
- (b) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods or service;
- (c) When all bids received fail to comply with the specifications of the tender terms and conditions;
- (d) Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a tender. Selection of the successful tender shall be subject to approval by the Council of the Town of Minto.

S.4 *Any Communications*

Any communications regarding this Tender must be addressed to the attention of Mike McIsaac, Road Foreman.

S.5 *Withdrawal or Revision of Tenders*

- a) A Contractor may withdraw or revise all or part of a Tender at any time up to the Closing Date and Closing Time.

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- b) A Contractor may withdraw or revise all or part of a Tender by submitting a letter requesting removal of the previously submitted Tender from the tender box and bearing the signature of an authorized signing officer to the Director. The Director will mark thereon the time and date of receipt and will place the letter in the tender box. Requests made by telephone or fax will not be considered. The previously submitted Tender will then be removed from the tender box and returned unopened to the Contractor and the Contractor may submit a revised or new Tender.

S.6 *Alterations or Variations*

No alterations or variations of the Agreement shall be valid or binding upon the Town of Minto unless authorized in writing.

S.7 *Accuracy of Tender and Related Documents*

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Tender, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the Tender documents other than those prepared in writing. In no event shall Contractors rely on any oral statement by the Town or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

S.8 *Oral Explanation or Interpretation*

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the Document.

S.9 *Due Diligence*

Contractors are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their proposal.

S.10 *Contractor's Responsibility*

It will be the Contractor's responsibility to clarify with the Town any questions with respect to the Tender documents in accordance with the procedure set out in S.4 Any Communications before submitting their Proposal.

S.11 *Addendum*

By the issuance of a cancellation or addendum, the Director may cancel the tender, revise, delete, add to or substitute any part of the Document; extend the Closing Date, or provide an explanation or interpretation.

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S.12 *Tender Costs*

The Town will not be responsible for any costs incurred by a Contractor in preparing and submitting a Tender.

S.13 *Claims or Litigation*

The Town reserves the right not to accept a Tender from or make an Award to any Contractor, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, Tenders or business transactions.

S.14 *Freedom of Information*

The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under S.4 Any Communications.

S.15 *Non-Lobby*

If any Director, Road Foreman, employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, or any Director, Road Foreman, officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under S.4 Any Communications, whether before or after the submission of the Proposal, the Town will be entitled to reject the Tender. The requirement does not extend to any public deputation that may be made to any Town committee.

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TERMS OF REFERENCE

1.0 INTRODUCTION

The intent of this Tender is to retain a competent contractor to provide all necessary requirements to perform any application of materials and equipment essentials needed to fulfill the Town of Minto's request. The following Terms of Reference outline the work as contemplated by the Town and are for guidance only. Locations are provided on the attached Schedule "A" map and subject to change. Town of Minto reserves the right to add, delete or modify Schedule "A".

2.0 BID DEPOSIT

Each tender must be accompanied by a certified cheque in the amount designated below and made payable to the Town of Minto in the amount of 10% of the total Tender price. Tenders submitted without a deposit will not be considered.

Bid deposits for the two lowest bidders' will be placed in the Town's bank account. All other bid deposits will be returned the bidder the day following the Tender closing. Bid deposits for the two lowest bidders' will be refunded with the final progress billing, provided the work is completed to the satisfaction of the Road Foreman.

3.0 ACCEPTANCE OF TENDER

NOTE: Any or all tenders not necessarily accepted. Town of Minto reserves the right to reject any or all tender without stating a reason. Tenders are to be initialed at the bottom of each page and all spaces to be completed in full for tender to be accepted.

4.0 ITEMS

The successful bidder agrees to supply and apply all equipment and materials to fulfil the terms of this contract as specified in Schedule "A".

5.0 WEIGHING AND MEASURING

When the contract is accepted by the specified unit price, the price per unit shall include measurement supplied by the Contractor. The Contractor shall supply to the Town proof of measurement of the product supplied.

6.0 QUALITY CHECK

The successful bidder agrees that if any discrepancy in the quality of the work exists between himself and the Town, an engineering firm shall be engaged at the Contractor's expense, and the findings will be compared to the appropriate OPSS pertaining to the specifics of this tender. Acceptance or rejection of the completed work shall then be at the discretion of the Town. At any stage, the contract can be halted until tests are made under the supervision and to the satisfaction of the Town. On occasion the Road Foreman for the

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Once the work has commenced, the contractor shall ensure that the work progress to completion without delay. The only exception to this will be due to weather conditions not being suitable to apply the proper procedure. The Road Foreman will have sole discretion for determining when weather conditions are not suitable for the application.

11.0 LIQUIDATED DAMAGES CLAUSE

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 by October 3rd, 2014 as set forth in this special provisions, damage will be sustained by the Town of Minto. It is and will be impractical and extremely difficult to ascertain and determine the actual damages which the Town will sustain in the event of and by any reason of such delay and the parties therefore hereto agree that the Contractor will pay to the Town the sum of one-thousand Dollars (\$1,000.00) for liquidated damages for each and every calendar days delay in finishing the work beyond October 3rd, 2014. It is further agreed that this amount is an estimate of the actual damage to the Town which will accrue during the period in excess of the prescribed completion date.

The Town may deduct any amount due under this clause from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages under this clause are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Town.

12.0 INSURANCE

Upon award of the tender, the successful bidder must furnish to the Town, at their expense, certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. This shall be provided, minimum one week, 7 calendar days prior to the commencement of any work. Failure to do so will result in a \$500.00 per day charge up to the scheduled starting date. If this documentation is not provided, it will result in the termination of the contract immediately. The certificate(s) in the amounts listed below are to be provided:

\$5 million – commercial general liability
\$5 million – automobile
\$5 million – environmental liability

Such policy shall contain:

- a “Cross Liability” clause or endorsement;
- an endorsement certifying that the Town of Minto is added as an additional insured;
- an endorsement to the effect that the policy or policies will not be altered; cancelled or allowed to lapse without thirty days prior written notice to the Town of Minto.

The successful bidder shall carry environmental impairment liability insurance covering the work and services described in this agreement including coverage for loss or claims arising

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from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than five million (\$5,000,000) dollars.

HEALTH AND SAFETY

The Town of Minto is serious in its application of Health and Safety protocols. The Consultant is expected to adhere to all legislated and regulated health and safety regulations. When working on the road side the Contractor must adhere to the Ontario Traffic Manual – Book 7 – Temporary Conditions. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Town. The Contractor shall provide to the Town a copy of their Health and Safety policy, or a written statement that they have a workplace Health and Safety policy in effect.

14.0 WSIB

The Contractor shall provide the Town with a WSIB certificate of clearance, minimum one week prior to the start of the work. Failure to do so will result in a \$500.00 per day charge up to the scheduled starting date. If this documentation is not provided, it will result in the termination of the contract immediately.

15.0 REGULATIONS AND LAWS

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-laws and Regulations relative to the performance of the work.

16.0 PAYMENT

The Town of Minto agrees to pay the Contractor on or before the 15th day of each month during the lifetime of the agreement for the previous month's work, for invoices received by the last business day of each month. The Town of Minto will retain 10% of each invoice amount as a "hold-back". The entire hold-back will be paid out within 30 days of completion of the project, provided all work is to the satisfaction of the Town of Minto.

17.0 WITHDRAWAL

The Town reserves the right to withdraw, at its discretion, this tender at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

18.0 QUALITY ASSURANCE TESTING

All necessary analysis of products/materials used specific to the Tender shall be supplied by the contractor, and payment for the above shall be deemed to be included in the unit price

19.0 INDEMNITY

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The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

20.0 LIST OF SUBCONTRACTORS

The Tenderer shall list hereunder the names of all Subcontractors proposed to be used.

SUBCONTRACTOR	ADDRESS	TRADE	APPROXIMATE VALUE OF SUB-LET WORK

It is understood by the Tenderer that the above list of Subcontractors is complete and that no additions to this list will be permitted after Closing Date of Tenders, without the written approval of the Town of Minto.

21.0 EXPERIENCE

The following is a list of projects similar in type and scope to this Work, which have been successfully completed by the Contractor.

LOCATION	OWNER	PHONE	DESCRIPTION	COMPLETION DATE

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22.0 PRICING

Please complete the following outlining unit prices for the work described:

Item No.	OPSS/ SP	Description	Unit	Estimat ed Quantity	Unit Price	Total
1.	SP 4.15	Supply, Load, Haul and Spread Granular 'A' to various Town of Minto roads (see attached map)	tonne	10,000		
			SUB-TOTAL			
			H.S.T. 13%			
			TOTAL TENDER			

REPEAT TOTAL TENDER PRICE IN WRITING (including HST)

DOLLARS. _____

I/WE (the Contractor) hereby agree to complete this Contract in accordance with the terms contained herein.

DATED at _____ this _____ day _____ of _____, 2014

 Signature of Authorized Person

 Witness

 Name of Authorized Person
 (in Block Letters)

 Name of Witness (block letters)

 Position

Company Seal

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SCHEDULE "A" MAP

