



**REQUEST FOR TENDER
PW2019-04**

REMOVE, DISPOSE, REPLACE SIDEWALK

The Town of Minto is requesting a tender for the following work:

Various sidewalk replacements and new installations urban areas, including the removal, disposal and installation of concrete sidewalks

Proposals must be received by 10:45 a.m.; April 23, 2019
In a sealed package marked

PW2018-06 REMOVE, DISPOSE, REPLACE SIDEWALK

Delivered to:
Mike McIsaac, Public Works Department
5941 Highway 89
Harriston ON N0G 1Z0

There will be public opening for this Request for tender. Any award of the tender is subject to approval of the Town of Minto Council.

If tenders arrive after the above deadline, the Town reserves the right, entirely at its discretion, to give or not give such tender consideration.

Should a contract result from this tender the name(s) of the successful Proponent(s) will be available to anyone upon request. The staff report to Council, if applicable, may bear the name of the bidders for the project and their respective bid amount. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This document consists of a Title Page (page 1), Form of tender (page 2), Bid Document (page 6), and Bid Submission (Page 10). Bidders must review all four sections and confirm by initialing all pages that they have read and understand the contents. Please make sure all relevant forms and documents are signed and completed to ensure your bid is complete.

Form of Tender

a) **Definitions**

The following definitions shall apply throughout the tender:

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

“Award” refers to the selection by the Town of Minto a successful tender for the provision of the goods, services and/or supplies under this process.

“Bidder” refers to any person or corporation participating in this tender.

“Town” refers to Corporation of the Town of Minto.

b) **Qualification**

The bidder has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and/or locations of the goods, services and supplies to be provided, where applicable, and the bidder understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this tender, hereby offers to furnish all expertise, equipment, machinery, tools, apparatus, personnel, and other means of construction or production, needed to furnish all the goods, services and/or supplies, 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.

c) **Instruction**

All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided, and included in a sealed envelope, or in the envelope supplied if applicable.

d) **Warranty**

I/We the Bidder (s) hereby certify that I/we will provide the goods, services and/or supplies as outlined in this tender, and to diligently perform in accordance with the terms of this bid, upon award by the Town, without undue delay.

(Name of Firm or Individual – Bidder): _____

Address: _____

Phone: _____ Fax: _____ Email: _____

I have authority to bind the company.

(Name of Signatory)

(Signature)

e) Process for Receipt and Opening of Tender

- i. The Form of tender and other documents that make up the bid shall be placed in a sealed envelope, along with any bid deposit or security outlined in the tender and delivered to the Town office where the sealed envelope will be date stamped and a list compiled of sealed bids received for the provision of goods, services and/or supplies.
- ii. On the Closing Date sealed bids received and marked will be opened and the names of the bidders will be recorded by the Opening Committee at the Town of Minto Municipal Office. In some cases the gross bid amount may be read, except however such amount shall not be the final bid amount until such time as the bids have been reviewed and checked for accuracy and confirmed by the Town, at its sole discretion, as accurate.
- iii. The Opening Committee will consist of the C.A.O. Clerk or Department Head responsible for the area of work requiring the goods, services and/or supplies, and staff from the Treasury Department and Clerk's Department, or designate. Unless specified otherwise, opening of the tender shall be public so that bidders recorded at the Town office may observe the opening. Following public opening, bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- iv. Unless specified otherwise the Town will not accept a response to this tender by facsimile or other electronic means.
- v. All bids must be clear and readable. Erasures, overwriting or strike-outs shall be initialed by the person signing the bid.
- vi. Late bids will be returned unopened.

f) 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 bid, or may recall the tender at a later date:

- i. When only one bid has been received;
- ii. Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods, services and/or supplies;
- iii. When all bids received fail to comply with the specifications of the tender terms and conditions;
- iv. Where a change in the scope of work or specifications is required.

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

g) Communications

Any communications regarding this tender must be addressed to the Primary Town Contact listed on the Title Page of this document.

h) Withdrawal or Revision of Bids

A bidders may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time by submitting a letter requesting removal of the previously submitted bid to the C.A.O. Clerk or Department Head responsible for the tender who will exchange the original sealed bid with the replacement sealed bid which will be marked and identified in accordance with part e) above. Requests made by telephone or fax will not be considered. The previously submitted bid will be returned unopened to the bidder.

i) Alterations or Variations

No alterations or variations of the tender shall be valid or binding upon the Town of Minto unless authorized in writing or other means specified in the bid documents.

j) Accuracy of Bid Document and Related Material

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 document, 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 bid documents other than those prepared in writing. In no event shall bidders 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.

k) Oral Explanation or Interpretation

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

l) Due Diligence

Bidders 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 submission. It is the bidder`s responsibility to clarify with the Town any questions with respect to the bid documents in accordance with the procedure set out in herein before submitting a bid.

m) Addendum

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

n) Tender Costs

The Town is not responsible for any costs incurred by a bidder to prepare and submit a bid.

o) Claims or Litigation

The Town shall reject all bids submitted by a bidder if that bidder (or a related person, as determined by Council) is engaged in a legal action (including arbitration) with the Town unless this provision is waived by Council, in its sole and absolute discretion

p) Freedom of Information

The information collected will be used solely for the purpose stated herein. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

q) Non-Lobby

If any employee, agent or other representative of any bidder makes any representation or solicitation to any elected representative of the Town, committee or staff member or any other officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the bid, the Town will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to Council or any Town committee.

r) Town of Minto Purchasing or Procurement By-Law

This Tender is subject to the Town of Minto's Procurement By-Law in affect at the time of the call goods, services and/or supplies.

Bid Document

1. BACKGROUND

The Town of Minto maintains over 40 km of sidewalk using funds from its annual operating and capital budgets. The annual operating budget changes each year, but generally contains over \$76,000 for various sidewalk maintenance projects. The capital budget also varies with the 2018 budget identifying over \$70,000 in potential sidewalk improvements and new installations. By tendering sidewalk replacements in the urban areas, including the removal, disposal and installation of new concrete sidewalk, the Town intends to maximize the extent of roadway work completed through the competitive bid process.

The Town at its sole discretion may re-allocate funds within its approved budget depending on need and the competitiveness of pricing obtained in its tendered work. If a sidewalk replacement tender contains particularly attractive pricing and the Town can obtain “best value” by applying the prices to additional work, funds may be shifted from other budget areas to complete more work. If sidewalk replacement pricing is poor the Town may defer projects to other years and re-allocate funds for sidewalk work to other areas if such a deferral results in “best value” to ratepayers.

2. SUBMISSIONS

Tenders submitted in envelopes clearly marked as to contents, will be received at the Town of Minto Administration Office
5941 Highway 89
Harriston, ON N0G 1Z0, until 10:45 a.m., local time on: April 23, 2019

3. SCOPE OF WORK

The intent of this Tender is to retain a competent contractor to meet all necessary requirements and to perform any application of materials, equipment or other essentials needed to fulfill the Town of Minto’s request for various sidewalk replacements and new installations urban areas, including the removal, disposal and installation of concrete sidewalks as generally specified in Schedule “A” to this bid document. Schedule “A” provides project specific requirements related to this tender. Town of Minto reserves the right to add, delete or modify Schedule “A”.

4. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

5. QUALIFICATIONS

No bidder shall submit under this tender unless they have the skills, ability and qualifications to provide the goods, services and/or supplies in accordance with applicable federal or provincial law, and shall demonstrate such skills, abilities or qualifications

explicitly in the tender if required to do so in the bid documents, or prior to the award if requested to do so by Town representatives at their sole discretion.

6. COMPLETION DATE AND PENALTIES

The completion date for the provision of all goods, services and/or supplies required under this tender shall be 5:00 p.m., local time on: August 30, 2019 unless an earlier completion date is specified in Schedule "A".

Failure to provide goods, services and/or supplies under this tender shall result in the following penalties, if applicable:

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 30/8/2019.

7. AGREEMENT

Prior to proceeding with the work required by this proposal, the successful firm shall be required to enter into an agreement with the Town to stipulate mutually agreeable terms for providing the goods, services and/or supplies under this tender.

8. EVALUATION

Bids submitted for goods, services and/or supplies under this tender shall be reviewed using the following general criteria:

- a) The Town is satisfied that such purchase represents "best value" to the Town considering requirements of its purchasing by-law and applicable policies.
- b) Bidders or suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.

9. APPLICABLE LAW

This tender and any award that may develop as a result call shall be governed by and construed in accordance with the laws of the Province of Ontario.

10. NO TOWN OBLIGATION TO AWARD

Publication of this tender and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town to award a contract to provide goods, services and/or supplies to any bidder. The Town may at its sole discretion award tender or split the award where such actions would be in the best interest of the municipality keeping in mind the criteria in outlined in Part 8 Evaluation.

The Town of Minto reserves the right to cancel this tender for any reason without any liability to any proponent, or to waive irregularities at their own discretion. Tenders shall be irrevocable until the Town of Minto awards a contract, or cancels this tender, whichever first occurs.

The Town of Minto reserves the right to reject any or all tender, to negotiate with any firm submitting a tender and to accept the tender deemed most favourable in the interests of the Town of Minto.

The lowest or any tender may not necessarily be accepted. The Town of Minto or its agents do not accept any responsibility for costs or expenses incurred by the Proponent in preparing the Proposal.

11. WSIB/INSURANCE

In response to any requirement in any tender, or upon request, bidders shall provide to the Town proof of WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the tender.

12. INSURANCE

Prior to award of any tender, or upon request, bidders shall, at their expense provide 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. The certificate(s) in the amounts listed below are to be provided:

- a) \$5 million – commercial general liability

Such policy shall contain:

- a) “Cross Liability” clause or endorsement.
- b) An endorsement certifying the Town of Minto is added as an additional insured.
- c) An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Minto.

13. HEALTH AND SAFETY

The Town of Minto is serious in its application of Health and Safety protocols. Bidders are expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of any contract without financial penalty to the Town. Bidders shall provide to the Town a copy of their Health and Safety policy upon request, or a written statement that they have a Workplace Health and Safety policy in effect.

14. ENVIRONMENT AND ENERGY EFFICIENCY

When procuring goods, services and/or supplies, the Town of Minto supports methods that protect the environment and use energy in an efficient and affordable manner. The Town supports innovation and initiative that promotes energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance and operating costs.

15. PAYMENT

The Town of Minto agrees to pay for such goods, services and/or supplies provided for in this bid, once awarded, in accordance with the terms of this bid document and/or the agreement signed upon approval by Town of Minto Council

16 INDEMNITY

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.

17. INQUIRIES

For further information regarding this tender contact:

Mike McIsaac Roads & Drainage Manager

By appointment at the Town office during normal business hours at

5941 Highway 89

Harriston, ON N0G 1Z0, or

Phone: 519-338-2511 ext. 234; Fax 519-338-2005 or email at mike@town.minto.on.ca

**Bid Submission
TENDER # 2019 – 04
SIDEWALK**

Contractor Information

CONTRACTOR: _____

ADDRESS: _____

HST #: _____

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

WSIB NUMBER _____ INSURANCE POLICY # _____

REFERENCES

List 2 references for which you have completed prior work.

PRICE QUOTE (labour, materials, equipment all included):

Unit of Measure	32 MPA 7% AIR	Unit Price	Bid Price = Unit Price x 840 square metres
Square Meter		\$	\$

We, the undersigned, declare that we have carefully examined the General Instructions and the Scope of Work. We declare that if this bid is accepted within 10 days of the date of the tender, we will execute a contract to provide all the material and perform all the work described in those documents within the project completion schedule for the sum of:

_____ (\$ _____) Canadian Dollars,
including all applicable taxes and charges, excluding HST.

Signature

Signature

Schedule "A"
Detailed Scope of Work and Standards

Please provide unit and total prices for the work at the following locations shown in the maps at the end of this Schedule:

Note: This total tender amount is to be based on a total quantity of 840 square meters with the various lengths and locations provided below:

PALMERSTON

- A- Norman St Daly St to Dufferin St, East side 240m
- B- Toronto St Prospect St to Raglan St, West side 200m

HARRISTON

- A- Robertson St S Young St W, North 120m on East Side

New concrete sidewalk to be constructed in proposed highlighted areas on attached maps.

Warranty Period

Upon completion of the work, the contractor shall notify the Town in writing (i.e. to be included with request for final payment) to request commencement of the warranty period. A warranty period of ONE (1) YEAR will commence following the Town's written acceptance of the work described in this tender. The Town's written acceptance of the work will specify a date on which the warranty period will start. The contractor shall repair any identified deficiencies at no additional cost to the Town during the warranty period. Following the ONE (1) YEAR warranty period, an inspection of all work completed will be undertaken with the Town and the Contractor. If the Town accepts the work following the warranty period, the contractor will be notified in writing that the warranty period has been fulfilled and that the work will be accepted. If the Town rejects the work, the Contractor will complete, at no additional cost to the Town, all required work to make the work acceptable to the Town.

Sidewalk Specifications

Sidewalk Regular Thickness 5"

-Sidewalk Thickness through residential driveways 150mm

-Sidewalk Thickness through Industrial/Commercial Driveways 200mm

Minimum base 200mm granular A base

Finished sidewalk (s) will require a complete saw cut every 1500mm

Sidewalks will be 1500mm in width

All asphalt used to repair any cuts will be HL-3 at a depth of 60mm.

All topsoil will be screened topsoil at a thickness of 50 mm covered with sufficient amount of turf builder blend approved by the Town of Minto Roads Forman or Lead Hand.

All end sections of sidewalk require Tactile Indicator Plates (Supplied by the Town) installed by the Contractor as per OPSD 310.030, 310.031, 310.033, 310.039 required by law.

PALMERSTON



HARRISTON

