

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Stonecliffe Boat Launch Repair REQUEST FOR TENDER DOCUMENTS RfT 2021-02

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender Closing Date: Friday, February 26, 2021

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

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TENDER DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 “addendum” includes all additions, modifications, changes or deletions to the original tender or contract documents and will be forwarded to each firm or individual who is in receipt of a tender document package.
- 1.2 “contract documents” or “tender documents” include all pages of this tender package in addition to the contract documents attached.
- 1.3 “non-qualified agreement” means an agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.4 “tenderer” or “bidder” means the applicant completing this tender for consideration by the Municipality.
- 1.5 “Township” or “Municipality” or “Owner” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.

2.0 GENERAL

- 2.1 Contact for the Municipality of the United Townships of Head, Clara & Maria is Charlotte Toope, Acting Clerk/Treasurer (613) 586-2526, fax (613) 586-2596, email clerk@headclaramaria.ca. Any inquiries regarding the interpretation of the plans or specifications shall be directed to Ms. Toope.
- 2.2 The tender documents must be received by the Municipality by 12:00 h on the closing date, Friday, February 26, 2021. Under no circumstances will Tenders be considered which are received after the local time on the advertised closing date for Tender; or, are not accompanied by a Tender Deposit in the amount specified.
- 2.3 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.4 All items must be bid unless the tender specifically permits otherwise, with the price for every item and other entries clearly shown.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.

- 2.6 Each Tender shall state the Fixed Price/prices for which the Tenderer will undertake to carry out all the work as described and/or shown in/on the Tender Documents.
- 2.7 All prices (unless otherwise specifically requested in the Tender Documents) shall be “Work Completed” prices, and shall be understood to include all materials, labour and other expenses including all Sales Taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned. Unit prices shall apply to additions to or deductions from the Contract as directed by the Municipality.
- 2.8 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.
- 2.9 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.10 Faxed tender submissions will be rejected as they do not meet confidentiality or signature requirements.
- 2.11 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Agreement.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder’s signature to the Clerk. Due to security, facsimile transmissions or telephone calls will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will

correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.

- 4.2 Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected.
- 4.3 Applicants whose bids have been rejected by the Municipality will normally be notified via mail within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS

- 5.1 The Municipality reserves the right to reject any or all tenders and to waive formalities as the interest of the Municipality may require without explanation, **therefore, the lowest or any tender may not necessarily be accepted.** Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget resulting in lack of funds to complete the project.
- 5.2 The Municipality reserves the right to reject any tenders from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner within the specified time frame.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.
- 5.4 The tender shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

- 6.1 The Municipality will notify the successful bidder that the bid has been accepted within thirty (30) days of the tender closing.
- 6.2 Notice of acceptance of tender will be by fax or email.
- 6.3 The successful bidder may commence work at the site immediately upon notification from the Clerk that work may begin, pending

appropriate permit approvals and must commence work within 15 days of receipt of same.

6.4 Failure by the successful bidder to meet the above requirements will entitle the Municipality to cancel the award of the contract.

6.5 The Municipality may then award the Contract to one of the other bidders, or take such action as it chooses.

7.0 TENDER OPENING

7.1 Tenders shall be opened at the Municipal office at 12:15 p.m. on the same day that the tender closes. The Total tender price only in the Form of Tender shall be announced for each tender opened.

7.2 No announcement concerning the successful Tender shall be made until a complete tender report and analysis is completed by staff and if applicable (as per our Procurement By-Law), approved by Council.

8.0 REQUIREMENTS AT TIME OF EXECUTION

8.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

8.1.1 Insurance Documents (Valid Certificate of Insurance)

8.1.2 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).

8.1.3 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances) have been made.

8.2 Upon acceptance of tender by the Municipality, the successful bidder shall submit properly executed Certificates of Liability and All Risk Insurance, and all other documents as requested.

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BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. _____
- 2.0 Seal been affixed. _____
- 3.0 The complete written Form of Tender has been enclosed. _____
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. _____
- 5.0 Signed copy of Bidder's Check List has been enclosed. _____

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.

Signature

Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by _____ residing at (or place of
(name of tenderer)

business) _____ and
(home or business address)

_____ residing at (or place of business)
(name of partner, if applicable)

_____ comprising the firm
(home or business address)

of _____ a company duly
(company/firm name)

incorporated under the laws of _____ or being a
(province/country)

sole proprietor _____ and having its head office at
(business name)

_____ hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We _____ have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # _____*, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of _____ dollars plus HST.

(\$ _____ plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number _____

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Stonecliffe boat launch, located at 59 Boat Launch Road, Stonecliffe ON:</p> <ul style="list-style-type: none"> • construction of two breakwaters, one on either side of the boat launch. • moving existing boulders and rocks, some of which are navigation hazards because of their size their proximity to the boat launch on both upstream and downstream. • these boulders and rocks will be used to construct upstream and downstream breakwaters to serve as a barrier to high wave action • the top of the breakwaters will be generally at elevation 153.2m above sea level which is 0.8 meters higher than normal high water elevation. • the breakwaters will be only wide enough to provide stable support to the 			

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	<p>structure and the bottom width will naturally increase slightly with the distance from the shore. A small gap will be left between the shore and the breakwaters so that there is some current flow capability in both upstream and downstream directions that will lesson any potential sand buildup between the breakwaters.</p> <ul style="list-style-type: none"> • Work will consist of moving required ice to obtain access to the boulders and rocks, moving the boulders and rocks to form the breakwaters and ensuring the river bottom is as undisturbed as possible. 			
2.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$ + HST

ESTIMATED TOTAL COST OF LABOUR \$ _____ + HST

ESTIMATED TOTAL COST OF MATERIALS \$ _____ + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

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SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE

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SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR

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TENDER SUBMISSION SIGNATURE PAGE

Dated at _____ this _____ day of _____, 2021.

Contractor signature

Position/Title

Signature of Witness

Company Seal (if applicable)

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 a sole proprietor, the signature must be witnessed.

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Stonecliffe Boat Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, _____ DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND _____ make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "*The Canada Evidence
Act*".

DECLARED before me at

The _____ of _____ in the County of

Renfrew this _____ day of _____ 2021.

Tenderer

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration
with this tender may result in the tender being ruled informal and invalid by the Owner.