



**Township of McNab/Braeside
Public Works Department**

**CONTRACT DOCUMENTS
PW-2019-07
Screened Winter Sand**

Date of Issue: Thursday July 18, 2019

Tender Closing Date: Tuesday July 30, 2019 at 1:00pm

**TOWNSHIP OF
McNAB/BRAESIDE**

PUBLIC WORKS DEPARTMENT

**Contract PW-2019-07
Screened Winter Sand**

Tenderer's Name	Total Tender Amount (From Section FT-4)
	\$ _____ (Includes 13% HST)

SECTION A
TENDER

**SECTION A INDEX
TENDER**

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PART I TENDER CALL

Sealed Tenders are invited for the execution of the works described herein.

Contract Number **PW-2019-07**

Described as **Screened Winter Sand**

Tenders shall be addressed to:

**The Township of McNab/Braeside
2508 Russett Drive
Arnprior, Ontario
K7S 3G8
c/o Ms. Lindsey Lee, CAO/Clerk**

(Hereinafter the Township)

Tenders shall be received **until 1:00 p.m. local time, Tuesday July 30, 2019**, at the address given above.

Tenders received by this time, date and at the location specified above, shall be opened and read in public as soon as possible after that time. **Public reading of a Tender does not imply any decision by the Township on whether a Tender is or is not irregular.**

PART II **TENDER CONDITIONS****TC-1** **Completion and Submission of Tenders**

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a Corporation, an authorized officer of the Corporation shall sign the Form of Tender and shall affix the Corporate Seal.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit their Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Township:
- a. the Tender and
 - b. all Addenda issued by the Township, with respect to this Contract.
- 1.7 The Tenderer shall submit the Tender on the forms provided by the Township and the Tenderer shall seal the forms in a clearly labelled envelope.

TC-2 **Tender Deposit**

- 2.1 A Tender Deposit is not required for this Contract.

TC-3 **Agreement to Bond**

- 3.1 An Agreement to Bond is not required for this Contract.

TC-4 **Addenda**

- 4.1 The Township will post any addenda on the Township's website (www.mcnabbraeside.com) prior to noon, local time, on Monday July 29, 2019. The Tenderer shall ensure that all addenda are received and reviewed.

TC-5 **Irregular Tenders**

- 5.1 The Township shall be the sole judge of whether or not a Tender is irregular.

TC-6 **Unbalanced Tenders**

- 6.1 The Tenderer shall not submit an unbalanced Tender.
- 6.2 The Township shall have the right to:
- a. deem a Tender to be unbalanced and
 - b. reject a Tender, which it deems to be unbalanced.

TC-7 **Collusion**

- 7.1 The Tenderer shall not engage in collusion of any sort and in particular, shall:
- a. ensure that no person or other legal entity, other than the Tenderer, has any interest in the Tenderer's Tender, and
 - b. prepare their Tender without any knowledge of comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 **Right to Accept or Reject Tenders**

- 8.1 Notwithstanding any other provision in this Contract, the Township shall have the right to:
- a. accept any Tender;
 - b. reject any Tender, and
 - c. reject all Tenders.
- 8.2 The Township reserves the right to reject a Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work.
- 8.3 Without limiting the generality of Section TC-8.1 the Township shall have the right to:
- a. accept an irregular Tender;
 - b. accept a Tender which is not the lowest Tender, and
 - c. reject a Tender even if it is the only Tender received by the Township.
- 8.4 Acceptance of the Tender shall occur at the time the Township awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 **Contract Documents**

- 9.1 The Contractor shall obtain and review all Contract Documents listed in the Form of Tender and all addenda issued by the Township, pertaining to this Contract.

TC-10 **Errors, Omissions and Discrepancies in the Contract Documents**

- 10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, they shall immediately notify the Township at the address specified in Part I of the Tender.
- 10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

TC-11 **Irrevocability of Offer**

- 11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of the Tenders by the Township.

TC-12 **Successful Tenderer - Bonds**

- 12.1 Bonds are not a requirement for this Contract.

TC-13 **Successful Tenderer - Workplace Safety & Insurance Board Certificate of Clearance**

- 13.1 The successful Tenderer shall provide the Township with a valid Workplace Safety and Insurance Board Certificate of Clearance, to the satisfaction of the Township's Solicitor.

TC-14 **Successful Tenderer - Execution of Form of Agreement**

- 14.1 Execution of a Form of Agreement is not a requirement of this contract.
- 14.2 The Township shall issue a letter to the successful Tenderer to indicate acceptance of the contract.

TC-15 **Successful Tenderer - Insurance**

- 15.1 The Successful Tenderer shall provide the Township with an original Certificate of Insurance, in a format satisfactory to the Township's Solicitor.
- 15.2 The Contractor shall carry General Liability and Automobile Liability Insurance in the amount of at least **TWO MILLION DOLLARS (\$2,000,000)**.
- 15.3 The Contractor shall carry General Liability Insurance, which names the following as an additional named insured:

The Corporation of the Township of McNab/Braeside
2508 Russett Drive, R.R.2 Arnprior, Ontario K7S 2G8

TC-16 **Successful Tenderer – Period of Contract**

16.1 The Contractor shall schedule their work under this contract to comply with the following requirements:

Completion of work at the Glasgow Public Works Yard and Braeside Public Works Yard shall be completed by October 18, 2019

16.2 The Contractor shall complete the work by the time specified in the Tender, unless an extension of time is granted.

16.3 An extension of time may be granted in writing by the Township in the event of the work being delayed beyond the prescribed time for completion. Such extensions shall be set with fixed terms by the Township. An application for an extension of time shall be made in writing by the Contractor to the Township at least fifteen (15) days prior to the above noted date of completion fixed by the Contract.

16.4 If the Township of McNab/Braeside grants the Contractor an extension of time, the Contractor shall complete the work by the revised specified time for completion.

TC-17 **Successful Tenderer - Liquidated Damages**

17.1 If the Contractor is obliged to pay liquidated damages, the liquidated damages shall be in the amount of **Five Hundred Dollars (\$500.00)** per day.

TC-18 **Successful Tenderer - Submission of Documentation**

18.1 The successful Tenderer shall submit the documentation required by Sections TC-13, TC-14 and TC-15 within seven (7) working days of the day the Township notifies the successful Tenderer that the documentation should be sent to the Township.

18.2 If the successful Tenderer fails to comply with Section TC-18.1, the Township may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Township.

TC-19 **Prices**

19.1 Prices quoted shall be the net cost to the Township and shall include all associated costs (i.e. labour, equipment, material, applicable licences and permits) and all other associated costs required to perform the service to the complete satisfaction of the Township.

19.2 The cost for stock piling equipment shall be included in the unit price of the associated item.

19.3 It is agreed that the Tender quantities are estimated only and may be increased or decreased by the Township without alteration of the Tender price. However, such increases or decreases shall not exceed twenty (20%) percent.

TC-20 **Payment**

20.1 Payment will be made following the completion of the contract.

TC-21 **Tax Status**

21.1 The unit price quoted shall include all applicable taxes and fees except the Harmonized Sales Tax of 13%.

21.2 The Harmonized Sales Tax (HST) shall be extra to the unit prices quoted.

TC-22 **Basis of Award**

22.1 It is the Township's intent to award on a total aggregate price as Tendered; however, the Township reserves the right to award on a line item basis, to the lowest responsive bidders, if deemed to be in the best interest of the Township.

22.2 The Township reserves the right to disqualify any Tender that is incomplete or is otherwise not submitted in strict accordance with the terms and conditions set forth in this Contract. The Township reserves the right to accept or reject any or all Tenders, should it be deemed to be in the best interest of the Township. Should only one (1) Tender be received, the Township reserves the right to reject it.

TC-23 **Inquiries**

23.1 Inquires concerning the Technical Specification are to be directed to:

Mr. Kevin Murray
Public Works Supervisor
(613) 623-5756 ext. 236
kmurray@mcnabbraeside.com

Inquires concerning the Tender process and results are to be directed to:

Mr. Ryan Frew, P.Eng
Director of Public Works
(613) 623-5756 ext. 227
rfrew@mcnabbraeside.com

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for tender will be posted on the Township's Website (www.mcnabbraeside.com) via addendum. If required the final addendum will be issued prior to noon, local time, on Monday July 29, 2019.

PART III FORM OF TENDER**FT Tenderer Information**

Company Name: _____

Contact Name: _____

Address: _____

City/Province/Postal Code: _____

Phone Number: _____ Fax Number: _____

Contacts Email: _____

Contractor's Signature_____
Business Partner's Signature
(only if required by TC-1)_____
Witness's Signature
(only if required by TC-1)

Corporate Seal (if applicable)

FT-1 Contract Documents1.1 The Contract Documents for Contract **PW-2019-07** are:

- a. Tender
 - i. Part I.....Tender Call
 - ii. Part IITender Conditions
 - iii. Part III.....Form of Tender
- b. All Addenda Issued Pertaining to this Contract
 - 1. Addendum #(s): _____

FT-2 Tenderer's Declarations

2.1 The Tenderer declares that it has obtained and read the Contract Documents.

2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.

2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of Tendering, fulfilled all of those obligations under the Contract, which are required to be fulfilled by the time of Tendering.

2.4 The Tenderer declares that all information, which it has provided or will provide to the Township is true.

FT-3 Tenderer’s Offer

3.1 The Tenderer offers to do the work in accordance with the Contract Documents.

3.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.

3.3 The Tenderer’s total Tender Price, based on the estimated quantities in the Schedule of Prices is:

\$ _____
(price in words)

(\$ _____)
(price in numbers)

FT-4 Schedule of Prices

Item No.	Description	Unit	Estimated Quantity	Unit Price	Amount
1	Screened Winter Sand – Glasgow Public Works Yard	Tonne	3500	\$	\$
2	Screened Winter Sand – Braeside Public Works Yard	Tonne	1500	\$	\$
			SUB TOTAL		\$
Provisional Item					
3	Screened Winter Sand - Glasgow Public Works Yard Two separate deliveries dates during January/February 2019. Stacker not required.	Tonne	3000	\$	\$
			SUB TOTAL – PROVISIONAL ITEM		
			TOTAL		
			PLUS HST (13%)		\$
			TOTAL TENDER PRICE		\$

FT-5 **Specification & Confirmation**

- 5.1 The screened winter sand shall be delivered and stockpiled in the Township's sand sheds located at:
2. Glasgow Public Works Yard: 2508 Russett Drive, Arnprior, Ontario.
 3. Braeside Public Works Yard: 138 Sarah Street East, Braeside Ontario (access is off of River Road between 715 and 729 River Road)
- 5.2 The Township of McNab/Braeside shall supply the salt to be mixed with the screened winter sand. The Township shall be notified 10 working days prior to commencement of any operations.
- 5.3 The contractor shall provide sufficient resources to the project to maintain a minimum supply of 900 tonnes of screened winter sand per day of operation.
- 5.3 The supply of screened winter sand is to be coordinated with the mixing of salt at a rate sufficient to maintain a constant feed to the stockpiling equipment.
- 5.4 The Township of McNab/Braeside reserves the right to inspect material and stacking equipment prior to accepting Tender.
- 5.5 The screened winter sand shall be selected so that it will conform to the gradation requirements as specified in OPSS.MUNI 1004 for Winter Sand.

** Gradation Requirements for Winter Sand	
Sieve Size	Gradation (LS-602), Percent Passing
9.5 mm	100.0 (Note 1)
6.7 mm	97 – 100
4.75 mm	90 – 100
2.36 mm	50 – 95
1.18 mm	20 – 90
600 um	0 – 70
300 um	0 – 35
150 um	0 – 15
75 um	0 – 5.0

Notes:

1. In addition to LS-602, to be confirmed by visual inspection of the stockpile.
2. The minimum size of the test sample shall be 5 kg. Following oven drying, the sample shall be sieved on the 9.5 mm, 6.7 mm, and 4.75 mm sieves. Material passing the 4.75 mm sieve shall be split to an appropriate size according to LS-602 for subsequent washing and fine sieving. The final grading shall be calculated according to LS-602 as the percentage of material passing each sieve based on the total mass of the oven dried sample.

** As taken from OPSS.MUNI 1004 Nov 2012

- 5.6 Item 3 is a provisional item and may not be awarded as part of the contract or be included in determining the lowest tender price. The Township retains the right to include or exclude the provisional item from the contract award. The contract period as detailed in section TC 16.1 does not apply to the provisional item.