



## TENDER 2022-05 Ditching

Sealed Tenders will be received by: Corporation of the Township of Strong  
28 Municipal Lane, PO Box 1120  
Sundridge, Ontario  
P0A 1Z0  
**Attn: Dan Truchon**

Tender Closing Date: May 5, 2022

Tender Closing Time: 10:00 a.m.

Tender Opening: May 6, 2022 at 10:00 a.m.

Tender Awarded: Regular Meeting of Council  
May 10, 2022 at 5:30 p.m.

Tender for: Roadside Ditching.

Location: Specified Township Roads.

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

Tender for:

To Ditch approximately 17.4 km of roadway ditch for the following roads with a Gradall or Rubber Wheeled Excavator:

- |   |                               |
|---|-------------------------------|
| <b>1. South Lake Bernard Rd (Pipes o Pan Lane to Gilchrist Trail)</b> | <b>5,029 m x 2 = 10,058 m</b> |
| <b>2. Pevensey Rd (Muskoka Rd to 3675m east of Muskoka Rd)</b>        | <b>3,675 m x 2 = 7,350 m</b>  |
| <b>Total km of Ditching</b>   | <b>17.4 km</b>                |

Contractor is advised to do a visual of the existing ditching conditions of the above sections to ensure competitive bidding, as there are sections that will exist that require very minimal works and other areas where it can be extensive. 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.

All work on Pevensey Rd to be completed by **Friday July 15, 2022**

All work on South Lake Bernard Rd to be completed by **Friday October 7, 2022**

**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: \_\_\_\_\_

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

**TENDER PROCEDURES**

- 1.0 All inquiries concerning the tender, prior to tender closing, shall be directed to:  
**Dan Truchon Treasurer 705-384-5819 or treasurer@strongtownship.com**
- 2.0 Those submitting tenders will be invited to the electronic and in-person opening session by email.
- 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 5% 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.

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

60 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 perform 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 conducted 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 supervisor. 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.

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

**SITE AND QUANTITY INFORMATION**

To Ditch approximately 17.4 km of roadway ditch for the following roads with a Gradall or Rubber Wheeled Excavator:

<b>3. South Lake Bernard Rd (Pipes o Pan Ln to Gilchrist Trail)</b>	<b>5,029 m x 2 = 10,058 m</b>
<b>4. Pevensey Rd (Muskoka Rd to 3675m east of Muskoka Rd)</b>	<b>3,675 m x 2 = 7,350 m</b>
<b>Total km of Ditching</b>	<b>17.4 km</b>

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.

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

**TENDER**

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 on:**

- **Pevensey Rd by July 15, 2022, and**
- **the work on South Lake Bernard Rd by October 7, 2022**

**Ditch approximately 17.4 kilometers (17,408 meters) of roadway ditch on Pevensey Road, and South Lake Bernard Road**

<p>\$ _____ /Metre</p>	<p>Tender Price \$ _____</p> <p>HST\$ _____</p> <p>TOTAL PRICE \$ _____</p>
<p><b>Tender Price =</b> <b>\$ / Metre X 17,408 Meters</b></p>	

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

**Contractor price to remove & replace residential driveway culverts** \$ \_\_\_\_\_  
*(Culvert, aggregate material, and removal of old culvert to be provided by Township)* *(without HST)*

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.**

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

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

**CONTACT INFORMATION:**

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

Primary Contact Name: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Office Contact Name: \_\_\_\_\_

Office Contact Position: \_\_\_\_\_

Jobsite Contact Name: \_\_\_\_\_

Jobsite Contact Position: \_\_\_\_\_

Other Details to enable contact with the company (please add in other telephone numbers, email addresses, etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**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 5% 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).

**4.0 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.

**5.0 Engineer, Authority, Ministry and Municipality**

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

**6.0 Force Majeure Clause**

The Contractor shall not be held liable or penalized under the terms of this Contract for failure to perform the Contract, which is occasioned by war, an act of terrorism, strike, pandemic, epidemic, public health emergency, act of God, natural disaster, Order by a lawful governmental authority or any other casualty beyond the reasonable control of the Contractor (force majeure). If the force majeure event causes the delay and performance of the Contract or a non-performance of the Contract, then the Contractor shall give notice in writing of its intent to rely upon this provision. The Contractor, upon giving written notice, shall secure the worksite utilizing best construction practices, in consultation with the Owner. Thereafter, the Contractor shall submit to the Owner, in writing, costs incurred or anticipated to be incurred by the Contractor on a weekly or bi-weekly basis as a consequence of the delay occasioned by the force majeure event and the owner shall pay the costs of the Contractor for the period that the Contractor cannot perform the Contract as a consequence of the force majeure event.

The Contractor shall, at the request of the Owner, provided documentary proof of the expenses incurred. The Owner shall further extend the time for the performance of the Contract for a period that is equivalent to the time period of the force majeure event or longer as may be agreed upon between the Contractor and the Owner. The Owner shall pay the costs occasioned by the Contractor during this time of the non-performance on a weekly or bi-weekly basis as may be agreed upon between the Contractor and Owner. If a force majeure event results in a delay or non-performance of the Contract for a period of six (6) months or longer, then either party shall have the right to give written notice to terminate this Contract with immediate effect without liability toward the other party provided that the Owner shall pay the Contractor all amounts due under the Contract, to the date of such termination.

**CONSTRUCTION****MEASUREMENT FOR PAYMENT****Ditching Measurements****(i) Meter Measurement**

Measure actual work performed in meters by Township of Strong Public Works Supervisor, subject to final review and approval of work completed to satisfaction.

Label Sheet: Attach This Label Sheet to the Front of Your Tender Envelope/Package Submission

**Tender**

**To be Returned to:**

**Township of Strong  
Attn: Dan Truchon, Treasurer  
P.O. Box 1120, 28 Municipal Lane  
Sundridge, ON, POA 1Z0**

**Tender 2022-05  
Tender for Ditching**

**Tender Closing at: 10:00 a.m., Thursday, May 5, 2022**

**Bidders' Name:** \_\_\_\_\_

**Address :**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

<p><b>For Township Use Only:</b> <b>Date and Time Received:</b></p>
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**Note:** This address label/sheet must be affixed to the front of your sealed Tender envelope or package submission. The Township of Strong will not be held responsible for envelopes or packages that are not labeled.

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