

**THE CORPORATION
of the
TOWNSHIP OF CHISHOLM**

*TENDER REFERENCE NO: RFT-2022-PW-01
for project #21-07
for the*

**REPLACEMENT OF THE PIONEER ROAD BRIDGE
OVER THE WASI RIVER**

TENDER ISSUE DATE:	March 20, 2023
TENDER CLOSING DATE AND TIME:	April 17, 2023 @ 1:00PM
MANDATORY PRE-TENDER SITE VISIT	April 6, 2023 @ 1:00PM
TENDER CLOSING LOCATION:	The Corporation of the Township of Chisholm (Owner) Municipal Office 2847 Chiswick Line, RR #4 Powassan, Ontario P0H 1Z0
PREPARED BY BRY-CO ENGINEERING LTD.	368 Lindquist Line Powassan, Ontario P0H 1Z0 bry-co@bry-co.ca 1 (705) 724 3822

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Drawings	Title	Plot Date	Revision No:
S-1	NOTES & SPECIFICATIONS	March 3, 2023	0
S-2	GENERAL ARRANGEMENT	March 3, 2023	0
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S-10	TYPICAL ROAD SECTION	March 3, 2023	0

Registration, Delivery and Opening of Tenders

Tenderers name, address, telephone number and email address shall be recorded on the Plantakers Register and contract documents and plans (where applicable) will be issued thereafter.

Tenders, sealed in an envelope which shall be clearly marked with the project or contract title and the Tender Reference No. will be received by The Corporation of the Township of Chisholm (Township), at the Municipal Office, 2847 Chiswick Line, RR #4, Powassan, Ontario P0H 1Z0, until 1:00 PM, Local Time on the advertised closing date for receipt of tenders. The use of the mail for delivery of a tender will be at the risk of the tenderer.

On the closing day, commencing at 1:15PM Local Time, the envelopes will be opened and the tenders will be read and recorded publicly by the Township. Those wishing to participate in the Tender opening(s) can be present at the Municipal Office 2847, Chiswick Line, or call the teleconference line at 1-855-343-6177, and dial the Conference ID#5125690.

Disqualification of Tenders

Under no circumstances will tenders be considered which:

- a) are received after 1:00PM, Local Time on the advertised closing date for tenders,
- b) are not accompanied by a bid deposit in the form of a certified cheque, bid bond, money order or bank draft, in the amount specified,
- c) are not accompanied by a properly executed agreement to bond,
- d) are submitted by tenderers not on the Plantakers Register.

Withdrawal or Qualifying of Tenders

A tenderer who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that tenderer for this contract.

A tenderer may withdraw their tender at any time up to the official closing time by submitting a letter

bearing their signature and seal as in their tender to the Township, 2847 Chiswick Line, RR #4, Powassan, Ontario P0H 1Z0. Such a submission must be received in sufficient time to be marked before 1:00PM Local Time on the date for closing of tenders. The tenderer shall show their name the project or contract title and tender number on the envelope containing such letter. Withdrawals by fax, electronic submissions or telephone calls will NOT be accepted.

Anticipated Contract Award \ Start Date

The anticipated contract award for this contract is April 28th 2023 and start date for on-site construction work is May 29th 2023. Clearing and grubbing must be completed before May 29, 2023 and installation of reptile exclusion fence must be completed before June 2, 2023. The successful bidder will be notified upon receipt of appropriate documentation exactly when they will be able to occupy the site.

Inquiries During Tendering

Tenderers are advised that all inquiries regarding the interpretation of the plans or specifications shall be directed to Jennistine (Jenny) Leblond, CAO Clerk-Treasurer, Township of Chisholm at 2847 Chiswick Line, RR # 4 Powassan, ON P0H 1Z0 and copy BRY-CO Engineering Ltd. via [email: j.leblond@chisholm.ca](mailto:j.leblond@chisholm.ca) and billbryant@bry-co.ca. Please reference tender number in the subject line by April 14, 2023 at 1:00PM.

Tender Form

Each tender shall include the following forms, complete in all aspects:

Initial

Tender Form

Statements A to F

Schedule of Prices

Schedule of Unit Prices

Agreement to Bond

10% Tender Deposit

Include any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with the tender. The tenderer may retain the rest of the tender documents issued to them.

Personal information contained in this tender is collected under the authority of The Municipal Act, 2001, S.O. 2001, c.25, as amended and any by-laws passed pursuant to it and for the purpose of the administration of this tender and for no other purpose. Tenderers are advised that the Owner may be required to disclose information in this tender under the Municipal Freedom of Information and Protection of Privacy Act. Questions about this collection should be directed to the Freedom of Information Coordinator, 2847 Chiswick Line, RR #4, Powassan, Ontario P0H 1Z0, 705-724-3536.

The tenderer shall give the total tender price and shall fill in all blank spaces for unit prices, item prices, lump sums, time for completion and other information in the Tender Form. The Tender must be enclosed in an envelope clearly marked with the project or contract title and the Tender No. and addressed to:

Jennistine (Jenny) Leblond,
CAO Clerk-Treasurer
Township of Chisholm
2847 Chiswick Line, RR # 4
Powassan, ON P0H 1Z0

Reference: CONFIDENTIAL - RFT-2022-PW-01

Tenders not addressed as specified may not be opened.

Informal or Unbalanced Tenders

All entries in the Tender Form shall be made in ink or typewritten. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and

alterations (unless properly and clearly made and initialed by the tenderer's signing officer) or irregularities of any kind, may be rejected as informal.

Tenders that contain prices which appear to be so unbalanced to likely adversely affect the interests of the Owner may be rejected. Wherever the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Owner.

If a tenderer has omitted to enter a price for an item of work set out in the Tender Form, and unless they have specifically stated otherwise in their tender, the tenderer shall be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item of work. Unless otherwise agreed to by the Owner, no increase shall be made in the total Tender Price on account of such omission.

The Owner reserves the right to waive formalities at its discretion.

Tenderers who have submitted Tenders that have been rejected by the Owner because of informalities will normally be notified of the reasons for the rejection within ten (10) working days after the closing date for tenders.

Examination of Site

Each tenderer must satisfy themselves by personal examination as to the local conditions to be met with during the construction and conduct of the work. The tenderer shall make their own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. Tenderers shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

Omissions, Discrepancies and Interpretations

Should a tenderer find omissions from or discrepancies in any of the Tender documents or should the tenderer be in doubt as to the meaning of any part of such documents, the tenderer must notify the

Owner, in writing no later than FIVE working days before the closing date for tenders. If the Owner considers that a correction, explanation or interpretation is necessary or desirable, the owner will issue an addendum to all registered plan takers.

The tenderer also declares that in tendering for the work and in entering into the contract they did not and do not rely upon information furnished by the Owner or any of its servants or agents respecting the nature or conformation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for or in connection with the tender or the contract by the Owner, except information specifically excluded from this sub-section.

Quantities are Estimated

The quantities shown for unit price items in the Tender Form are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

Right to Accept or Reject Tenders

Tenderers are advised that the Owner may, in its sole discretion:

- (i) award a contract to the tenderer that the Owner, in its sole discretion, determines is the lowest qualified and compliant tenderer; or
- (ii) Cancel the procurement process and not award the contract.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract.

Tenders are subject to a formal contract being prepared and executed. The Owner reserves the right to reject any or all tenders and to waive formalities as the interests of the Owner may require without stating reasons therefore and the lowest or any tender will not necessarily be accepted.

Tenderers are advised that a full evaluation of tenders will be undertaken by the Owner, including tenderer=s qualifications and related experiences. This evaluation may include a review of the completion, litigation and claims history of the bidder.

Extended completion dates, litigation (including construction liens filed by subcontractors for non-payment) and the processing of claims may make the total cost of the work more expensive. In addition to other reasons for rejecting bids, any bid may be rejected if, in the Owner's sole discretion, a bidder's completion, litigation or claims history is unacceptable to the Owner.

Bidders acknowledge that the Owner may make inquiries to evaluate such history and bidders shall not object to such inquiries being made.

In the event that the Owner rejects a bid for any reason whatsoever, the bidder shall not be entitled to any loss, costs, damages, compensation, indemnification or claims of any kind whatsoever directly or indirectly related to rejection of the bid. In tendering for the work, each bidder acknowledges, agrees, undertakes, represents and warrants abiding by the terms herein.

Evaluation Criteria

The Township will not necessarily accept the lowest price or any submission. Any implication that the lowest price or any submission will be accepted is hereby expressly negated.

Each response to this RFT will be evaluated by the Evaluation Team to determine the degree to which it responds to the requirements as set out. Other factors in addition to price will be considered when submissions are evaluated. Factors to be considered will include, but not necessarily be limited to:

INFORMATION TO TENDERS	Tender Reference No: RFT-2022-PW-01
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Evaluation Criteria	Percentage Available	Percentage Applied
Price	75%	
Qualifications	15%	
References	10%	
Total	100%	

Tender Deposit

Each tender shall include a tender deposit in the form of an **ORIGINAL** certified cheque, bid bond, bank draft or money order, **PHOTOCOPIES, FACSIMILE COPIES AND OTHER REPRODUCTIONS OF ORIGINAL DOCUMENTS ARE NOT ACCEPTABLE**, payable to The Corporation of the Township of Chisholm in the amount of **ten percent (10%)** of the value of the tender submission. The tender deposits of all tenderers except two will be returned within 10 days after the date of opening tenders. The tender deposits of the two tenderers will be retained until a tender has been accepted and the other documents required herein have been furnished to the satisfaction of the Owner After the execution of the Contract and the receipt by the Owner of the other documents required herein, the tender deposit of the two tenderer will be returned. If either of the above-mentioned two tenderers has not been notified within 30 days after the date of opening tenders that his tender has been recommended to the Owner for acceptance, he may apply to the Owner for the return of his tender deposit.

The tenderer agrees that if he should withdraw his tender or fail for any reason to execute the agreement or provide required bonds or other documents as required the Owner may retain the tender deposit for the use of the Owner and may accept any tender, advertise for new tenders, negotiate a contract or not accept any tender as the Owner may deem advisable.

Agreement to Bond

The Tenderer shall include with their tender, an Agreement to Bond on the form enclosed herein, or on a form provided by the surety company with similar wording. **PHOTOCOPIES, EMAIL COPIES AND OTHER REPRODUCTION OF ORIGINAL DOCUMENTS ARE NOT ACCEPTABLE.** The Agreement to Bond must be executed under the corporate seal of the surety company and shall be from a recognized surety company doing business in the Province of Ontario

Contract Performance Security

Tenderers are advised that the performance security required shall be determined by the Owner after award of Contract, if any. Tenderers are required to bid on the following:

- (i) Performance Bond in the amount of 100% of the Tenderer=s Total Bid and;
- (ii) Labour and Material Payment Bond in the amount of 100% of the Tenderer=s Total Bid.

The Performance Bond shall be maintained in force for a period of one year from the date of Substantial Performance of the work and shall be from a recognized surety company doing business in the Province of Ontario.

The first year of all warranties are to be secured by the Performance Bond.

To ensure that Contract performance security will be available if requested by the Owner, each tenderer shall include with their tender, an Agreement to Bond in the form enclosed herein or on a form provided by the surety company with similar wording.

Tenderers are required to bid separately on each item and shall not include the costs of a Labour and Material Payment Bond in the price for a Performance Bond and vice versa. After award of Contract, if any, the Owner will review the successful tender and determine whether or not it requires a Performance Bond, a Labour and Material Payment Bond, or both. The Owner will advise the successful tenderer, if any, of the performance security requirements, if any, at the time any Notice of Acceptance is delivered.

Proof of Ability

In order to aid the Owner in determining the ability of each tenderer, the tenderer shall complete the following statement sheets which are bound herein:

Statement 'A' Stating the tenderer's experience in similar work which he has successfully completed within the five preceding years.

Statement 'B' Giving a list of the tenderer's senior supervisory staff with a summary of the experience of each.

Statement 'C' Giving the description of the construction equipment which the tenderer proposes to use, the equipment he has available or under his control, the equipment to be rented, and the equipment to be purchased.

List of Sub-Contractors

The Contractor agrees to submit a list of any sub-contractors (Statement "D") who will be carrying out any part of this Contract.

This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Owner has the right to reject any of the sub-contractors so named. In this event, the Contractor shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Owner. Only one name shall be shown for each sub-trade.

The tenderer or the Contractor shall not be allowed to substitute the other Sub-contractors in place of those named in the tender without written approval from the Owner.

Addenda

Each Tenderer shall submit with the tender the list of Addenda (Statement <E=) used in preparing this bid. if no addenda were issued, the words ANot Applicable@ shall be entered. Failure to complete this statement or failure to include all addenda shall result in the bid being declared informal.

Tax Compliance Declaration

Each Tenderer shall submit the Tax Compliance Declaration (Statement <F=) as part of their bid.

Agreement

The successful tenderer shall within 10 days after the date of being notified of being the successful tenderer, execute in duplicate and return to the Owner the Agreement on the form bound herein. In the event the tenderer fails to do so, its tender deposit shall be retained by the Owner and the tender may be awarded to the next successful tenderer.

Workplace Safety & Insurance Board

The successful tenderer shall at the time of entering into any Contract or Agreement with the Owner, furnish a satisfactory clearance certificate from the Workplace Safety & Insurance Board stating that all assessments or compensation payable to the Workplace Safety & Insurance Board have been paid and the Owner may at any time during the performance or upon completion of the contract require further proof that such assessments have been paid.

The selected tenderer shall submit clearance a certificate to the Owner in duplicate together with the Contract or Agreement executed by the said tenderer. One copy of the clearance certificate shall be bound into each of the two executed sets of the Contract.

Occupational Health and Safety

For the purposes of the Occupational Health and Safety Act, the successful tenderer is considered to be the "Constructor" as defined in the Act.

It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides in addition to other things that:

"A Constructor shall ensure, on a project undertaken by the constructor that:

- (i) the measures and procedures prescribed by this Act and the regulations are carried out on the project,
- (ii) every employer and every worker performing work on the project complies with this Act and the regulations; and
- (iii) the health and safety of workers on the project is protected."

Harmonized Sales Tax (H.S.T.)

Tender unit prices shall not be marked up by the Tenderer to include H.S.T. The Owner will add H.S.T. to payments made under this Contract. The Tenderer shall include with the executed tender documents, on Company letterhead, notification to the Owner of their H.S.T. Registration Number.

Insurance

The successful Tenderer shall provide, maintain and pay for the insurance coverage as detailed in the General Conditions.

Proof of insurance shall be submitted to the Owner within ten (10) days of notice of award of the Contract.

General Conditions of Contract - Ontario Provincial Standards

The Ontario Provincial Standards General Conditions of Contract, OPSS.MUNI 100 November 2018, are part of this contract. The general conditions have not been reproduced as part of these documents. It will be the responsibility of the Tenderer to obtain copies of these conditions which are hereby will be made a part of any contract or agreement.

Reviewed Equal

Tenderers shall base their prices on materials, methods, firms and equipment as named in the Contract documents. It is emphasized that no deviation from the specified materials, methods, firms or equipment will be allowed without written addendum approval of the Owner.

Should the Tenderer wish to include in their tendered price, a manufacturer, material or method other than as specified, the tenderer shall make a request in writing to the Owner at least ten (10) working days prior to tender close requesting that the proposed substitution be deemed a Reviewed Equal. The requests shall be accompanied by complete descriptive and technical data on the substitution proposed. The Owner is not obliged to review any such request. **“Reviewed Equal” status, if granted, will be issued to all tenderers by written addendum. Claims of verbal approval will not be a valid argument for substitutions and/or increases in the tendered price.**

Under no circumstances shall the successful tenderer be entitled to extra payment on the grounds that their tender is based on an alternate proposal or reviewed equal.

Payments - Cheque

Tenderers are advised that the Owner shall make payments by cheque.

Start Work Order

No work shall begin until the Owner or the Owners Engineering Representative has issued a Start Work Order.

A Start Work Order will be issued once the Contractor has provided all forms, permits, plans, construction schedules, insurance certificates etc. to the satisfaction of the Owner or the Owners Engineering

Representative as required elsewhere in the contract document and once all permits and approvals required for the work are in place.

Site Supervision

The Contractor is required to assign a full-time site supervisor who is suitably qualified and with appropriate experience for the work being performed.

Geotechnical Investigations

A test pit(s) examination of the existing soils conditions will be performed during the mandatory pre-tendering site meeting and witnessed by all tendering contractors. The location and depth of the test pit(s) will be established by the engineer during the site meeting and supervised by the engineer during this test pit(s) excavation work. Any questions put forth by the tendering contractors will be verbally answered by the engineer. A follow up written report will be produced by the engineer and forwarded to all present during the pre-tender site within 72 hours following the pre-tendering site meeting