



REQUEST FOR TENDER

Contract No. 2023-017

SCREEN, TRANSPORT, MIX AND STACK WINTER SAND

Tender Closing Date & Time: **May 31, 2023 at 11:00am**

Tender Opening Date, Time & Location: **May 31, 2023 at 11:01am**
opening at the Township of Seguin
Municipal Office, 5 Humphrey Drive

Contact Person: **Tom MacLeod, C.E.T.**
Director of Public Works
Township of Seguin
5 Humphrey Drive
Seguin, Ontario
P2A 2W8

Telephone: (705) 732-4300
Facsimile: (705) 732-6347

(Lowest or any tender not necessarily accepted)

SCOPE OF WORK

The Township of Seguin requires screened sand, transport, mix and stockpile of tonnes of screened winter sand.

- A. 33 Star Lake Road – Christie Public Works Yard
 - 1. Remove existing material leftover from 2022 season (1,700 tonnes) from sand shed, mix to 5% rock salt spec and stack sand pile.
 - 2. Screen, deliver, mix and stack 1,800 tonnes of new sand material sourced from Christie Pit (39 Star Lake Road).
 - 3. 1 pile - 3,500 tonnes total inside sand shed.
 - i. Tarp open end of sand shed.

- B. 11 Humphrey Drive (Humphrey Public Works Yard)
 - 1. Remove existing material leftover from 2022 season (1,700 tonnes) from sand shed, mix to 5% rock salt spec and stack outdoor pile.
 - 2. Screen, deliver and stack 4,800 tonnes of new material sourced from Christie Pit (39 Star Lake Road).
 - 3. piles: 6,500 tonnes total
 - i. 3,500 tonnes in the sand shed (3,500 tonnes new material).
 - ii. 3,000 tonnes outside stack (1,700 tonnes leftover & 1,300 tonnes new material).
 - 4. Tarp outdoor pile.

- C. 67 Rankin Lake Road (Foley Public Works yard)
 - 1. Remove existing material leftover from 2022 season (2,500 tonnes) from sand shed, mix to 5% rock salt spec and stack outdoor pile.
 - 2. Screen, deliver and stack 3,000 tonnes of new material sourced from Bruce's Pit (End of Salmon Lake Rd)
 - 3. 2 piles: 5,500 tonnes total
 - i. 2,500 tonnes in the sand shed (2,500 tonnes new material).
 - ii. 3,000 tonnes outside stack (2500 tonnes leftover & 500 tonnes new material).
 - 4. Tarp outdoor pile.

All 3 locations require 5% rock salt mix. Uniformly distributed mechanically (i.e. sprinkle or similar method). **The Township will supply the rock salt for this contract. Contractor to supply their own fuel and tarps.**

INFORMATION TO TENDERERS

1) Registration, Delivery and Opening of Tenders

Bidder's name, address, telephone number and fax number shall be recorded on the "*Request for Tender Obtained Register*" and contract documents and plans (where applicable) will be issued thereafter. All Tenderers must obtain contract documents and be listed on the "*Request for Tender Obtained Register*".

Bids will be received at the bids@sequin.ca email address or received in a sealed envelope at the Township of Seguin Municipal Office located at 5 Humphrey Drive, Seguin, Ontario P2A 2W8, until **11:00am**, Local Time on the advertised closing date for receipt of tenders. All submissions must be **clearly** marked with the project/contract title, the project/contract number and tenderer's name, The use of the mail for delivery of a tender will be at the risk of the tenderer.

On the closing day, commencing at **11:01 a.m.** Local Time, the envelopes will be opened and the tenders will be read and recorded publicly at the above mentioned address. Tenders will then be checked and analyzed.

2) Disqualification of Tenders

Under no circumstances will tenders be considered which:

- a) Are received after **11:00am** local time on the advertised closing date for tenders.
- b) Are not accompanied by a bid deposit (**if applicable**) in the form of a certified cheque, **original** bid bond, money order or bank draft, in the amount specified.
- c) Are sent by fax.
- d) Are not accompanied by a properly executed Agreement to Bond (**if applicable**).
- e) Are submitted by tenderers **not** on the "*Request for Tender Obtained Register*".

3) Withdrawal or Qualifying of Tenders

A bidder who has already submitted a tender may submit further tenders 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 his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal, as in his/her tender to the bids@sequin.ca email address or the Township of Seguin Municipal Office located at 5 Humphrey Drive, Seguin, Ontario P2A 2W8. Such a submission must be received in sufficient time to be marked before **11:00am** local time on the date for closing of tenders. The tenderer shall show his/her name and the project and contract numbers on the envelope containing such letter. No faxes or telephone calls for the withdrawal or qualifying of tenders will be considered.

4) Informal or Unbalanced Tenders

All entries in the "*Form of Tender*" shall be made in ink, by typewriter or by printer. Uninitialed entries or changes made in pencil shall be deemed invalid. Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the tenderer's signing officer), or irregularities of any kind, shall be rejected. The Township reserves the right to waive formalities at its discretion. Tenderers who have submitted tenders that have been rejected by the Township because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Township may be rejected. Wherever in a tender 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 Township.

If a tenderer has omitted to enter a price for an item of work set out in the "*Form of Tender*", he/she, unless he/she has specifically stated otherwise in his/her tender, will be deemed to have allowed elsewhere in the "*Form of Tender*" for the cost of carrying out the said item of work and, unless otherwise agreed to by the Township, no increase shall be made in the total Tender Price on account of such omission.

5) Examination of Site

Each tenderer should visit the site of the work before submitting his/her tender and must satisfy himself/herself by personal examination as to the local conditions to be met with during the construction and conduct of the work. He/she shall make his/her own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He/she is not to claim at any time later in the submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

Any person who proposes to carry out any investigation of any property relative to the proposed works shall, before entering the said property, and any other property, and before commencing the said investigation, notify the owner and occupant of the said property of the nature and extent of the proposed investigation, notify the owner and occupant of such other property of the access required and obtain the agreement in writing thereto of all such owners and occupants. The person who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate the property and shall be responsible for all damage and claims resulting there from in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the owner and the Township shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

6) Tender

Each tender shall include the "*Information to Tenderers*" and a completed "*Form of Tender*", together with any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with this tender.

7) Omissions, Discrepancies and Interpretations

Should a tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she shall notify the **Director of Public Works**, preferably in writing and not later than four days before the closing date for tenders. If the **Director of Public Works** considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an Addendum to all who are listed on the "*Request for Tender Obtained Register*". No oral examination or interpretation shall modify any of the requirements or provisions of the tender documents.

The tenderer also declares that in tendering for the work and in entering into the contract he did not and does not rely upon information furnished by the Township or any of its servants or agents respecting the nature or confirmation 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 Township, except information specifically excluded from this sub-section.

8) Quantities are Estimated

The quantities shown for unit price items in the "*Form of Tender*" 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.

9) Right to Accept or Reject Tenders

The Township 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 Township of any tender or by reason of any delay in the acceptance of a contract being prepared and executed. The Township reserves the right to reject any or all tenders and to waive formalities, as the interests of the Township may require, without stating the reasons and the lowest or any tender will not necessarily be accepted.

10) Agreement and Contract Execution

If the successful tenderer fails to provide the Township, within the ten day period, the executed agreement, together with requirements as specified within, the Township may accept another tender, advertise for new tenders, negotiate a contract or not accept any tender, as the Township may deem advisable.

11) Proof of Ability and Sub-Contractors

In order to aid the Township in determining the responsibility of each tenderer, the tenderer shall complete the following statement sheets which are attached herein:

Statement "A" stating the tenderer's experience in similar work which he/she has successfully completed.

Statement "B" giving a list of any sub-contractor 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.

12) List of Sub-Contractors

The tenderer agrees to submit a list of any sub-contractors (Statement "B") 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 Township has the right to reject any of the sub-contractors so named. In this event, the tenderer shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Township. Only one name shall be shown for each sub-trade.

The tenderer shall not be allowed to substitute the other sub-contractors in place of those named in the tender without written approval from the **Director of Public Works**. Should the tenderer cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the tenderer is present on the site at all times. The tenderer shall notify the **Director of Public Works** in writing of the names and positions of the person, or persons so representing the tenderer.

13) Workplace Safety and Insurance Board (WSIB) and Provincial Retail Sales Tax Requirements

The contractor shall at the time of entering into this contract with the Township, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid. The selected tenderer shall submit such statutory declaration or clearance letter to the Township in duplicate together with the Agreement executed by the said tenderer. One copy of the statutory declaration or clearance letter shall be attached to each of the two executed sets of the contract. The proponent certifies that it has met all of its obligations to comply with Workplace Safety and Insurance Board and Provincial Retail Sales Tax requirements, so that it is able to do business in Ontario.

14) 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:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- c) THAT the health and safety of workers on the project is protected.

15) Inquiries During Tendering

Tenderers are advised that inquiries regarding the tender documents shall be directed to **Tom MacLeod, Director of Public Works.**

16) Insurance

General liability insurance in the amount of at least **\$2,000,000.00** coverage for any one claim must be carried by the contractor. The Township shall be named as an additional insured party. Both owned and non-owned vehicles employed under this contract will require a minimum of **\$2,000,000.00** coverage in any one claim, showing the Township as one of the insured parties. The tenderer to whom this contract is awarded shall supply the Township with proof of insurance and a copy of the policy prior to the signing of the contract by Township officials and provide coverage throughout the term of the contract in the amounts specified.

17) Hold Harmless

The contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, caused by reason of the existence or location or condition of works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Corporation of the Township of Seguin harmless, and indemnified for all such damages and claims for damage.

18) Additional Work

- a) All unforeseen and or additional work to be performed by the contractor must be approved by the **Director of Public Works** (or his designate), prior to commencement of the work.
- b) All additional work, of similar nature to this contract, shall be charged at the contract unit price.

19) Performance Bond (Not Applicable)

The successful tenderer, together with a surety company approved by the Township and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, furnish to the Township an Agreement to Bond on the form attached hereto in the amount of 100% of the total tender price and such additional amount, if any, as may be required by the Township.

The tenderer agrees that he/she will furnish the Performance Bond in duplicate as required herein within ten calendar days after notification of award of the Contract by the Township. One copy of the said bonds shall be attached to each of the two executed sets of the Contract.

20) Method of Payment

Payment will be processed within 30 days of the satisfactory completion of the work.

21) Contract Term

The Contract will be for a term of 5 years from date of award of this tender subject to the following conditions.

- a) The Township may terminate the contract upon thirty (30) calendar days notice to the vendor at the end of the Township fiscal period in any year if the Township does not allocate the funds needed to make payments beyond that fiscal period or if operational change results in the service no longer being required. The Township's fiscal period is January 1 to December 31. Such termination will be without penalty, damages or liability except for any outstanding payments.
- b) The Township reserves the right to adjust quantities or services in response to changes in need or additional requirements. The tender unit price will be firm for the initial term of one year at minimum subject to adjustments that may be negotiated as a result of any such changes.
- c) The award will carry a further cancellation clause that can be exercised by the Township upon five (5) calendar days notice. Such cancellation would be the result of uncorrected service or quality defects as deemed by the Township. Please note that multiple occurrences will not be tolerated and will be potential grounds for termination.

22) Anticipated Start Date

The anticipated start date for this will be 14 days after award of Tender.

23) Contract Completion Date

The Contractor shall complete the work by **September 30, 2023**.

24) Non-Performance

Supply of product is to be on an as needed delivery basis. The Township of Seguin staff will provide 48-hour notice to the Contractor, subject to weather conditions. Any damages resulting from failure to supply the product as required will be the responsibility of the Contractor.

25) Delivery

All delivery costs shall be included in the unit price where required.

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____2023

**BETWEEN: THE CORPORATION OF THE TOWNSHIP OF SEGUIN
hereinafter called the "Township" of the FIRST PART
-and-
(Name of Contractor)
hereinafter called the "Contractor" of the SECOND PART**

WITNESSETH that the "Contractor" for and in consideration of the payment provided herein to be made to the "Contractor" by the "Township", shall supply all labour, materials and equipment required to perform the work as described in

Contract No. 2023-017 – Screen, Transport, Mix and Stack Winter Sand

In accordance with accompanying "Information to Tenderers" and "Form of Tender", all of which form part of this agreement.

WITNESSETH that the "Township" agrees:

- 1. To provide the "Contractor" with access to its land to such extent as may be necessary for the performance of the work under this contract.**
- 2. To pay the "Contractor" as set forth in the "Information to Tenderers" of this Contract.**

IN WITNESS WHEREOF the "Contractor" and the "Township" have respectively affixed their corporate seals and the hands of their proper officers on the day and year first above written.

SIGNED, SEALED and DELIVERED in the Presence of:

"CONTRACTOR"

THE CORPORATION OF THE TOWNSHIP OF SEGUIN

Contractor

Mayor

Witness

Clerk

FORM OF TENDER

The tenderer has carefully examined the Provisions, Specifications and Conditions referred to in the Tender Documents hereto as part of the work to be done under this Contract. The Tenderer also understands and accepts the said Provisions, Specifications and Conditions and hereby states that the prices set forth in this tender include full compensation to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Specifications and Conditions referred to in the said Tender Documents.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if not found to be required.

Notification of acceptance may be given and delivery of the "*Form of Agreement*" made by prepaid post, addressed to the Tenderer at the address contained in this Tender.

Project Description: SCREEN, TRANSPORT, MIX AND STACK WINTER SAND

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
A. 33 Star Lake Road – Christie Public Works Yard					
1	Remove, mix & stack existing sand pile	t	1,700		
2	Screen, deliver, mix & stack new sand material sourced from Christie Pit (39 Star Lake Road).	t	1,800		
3	Tarp open end of sand shed	LS	1		
B. 11 Humphrey Drive – Humphrey Public Works Yard					
4	Remove, mix & stack existing sand pile (outside pile)	t	1,700		
5	Screen, deliver, mix & stack new sand material (2 piles) sourced from Christie Pit (39 Star Lake Road).	t	4,800		
6	Tarp outdoor pile	LS	1		
C. 67 Rankin Lake Road – Foley Public Works Yard					
7	Remove, mix & stack existing sand pile (outside pile)	t	2,500		
8	Screen, deliver, mix & stack new sand material (2 piles) sourced from Bruce’s Pit (end of Salmon Lake Road).	t	3,000		
9	Tarp outdoor pile	LS	1		
				Subtotal	
				HST	
				Total	

Offered on behalf of:

Contractor:

Address:

Email Address:

Telephone:

Authorized Signature:

Name:

Witness:

Date:

Seal:

**FORM OF TENDER
STATEMENT "A"
Tenderer's Experience**

As an integral part of this tender, the tenderer shall list here his/her experience in work of a similar nature to that being tendered, which he/she, has successfully completed.

Contractor or Township	Approx. tonnage	Contact Person	Phone Number