

Request for Tender No. **Tender 2022-06**

Background

The Municipality of Powassan is seeking quotes for the rehabilitation of Memorial Park Drive East (#222) Culvert located on Memorial Park Drive East, approximately 20m East of Big Bend Avenue. The lowest or any quotation will not necessarily be accepted and the Municipality reserves the right to award any portion of this quotation. This offer shall be irrevocable for a period of sixty (60) calendar days following the date quotations are to be received.

Scope of Work

The work will include the following general tasks:

Task 1: Mobilize to Site

Task 2: Set up Environmental Protection, Erosion and Sediment Control Measures

Task 3: Set up Temporary Dewatering / Cofferdams and Isolate Work Area

Task 4: Carry out Abrasive Blast Cleaning/Mechanical Removal of Corroded Areas

Task 5: Dry Pack Repair Mortar/Injection Grout Voids behind Steel Arch

Task 6: Install Fusion-Welded Headed Concrete Anchors and Reinforcing Steel including Dowels

Task 7: Install Formwork, Place and Cure Concrete Liners

Task 8: Perform Plate Repairs at Two (2) Locations (**Provisional**)

Task 9: Install Vertical Formwork (Extending to Creek Bed Level and Cut to the Profile of the Creek Bed) at Two (2) Locations at Face of Footing (**Provisional**)

Task 10: Place / Pump Flowable (High Slump) Concrete through Formwork Openings / Ports to Fill Voids below Footings (**Provisional**)

Task 11: Remove Temporary Dewatering / Cofferdams and Reinststate Creek Flow

Task 12: Remove Environmental Protection, Erosion and Sediment Control Measures

Task 13: Demobilize from Site

Further information detailing the required scope of work is provided in the attached Contract Drawings.

Experience, Qualifications and References

Bidders are expected to outline their experience and qualifications as it pertains to the Rehabilitation of Memorial Park Drive East (#222) Culvert and include three references for work of similar scope using the following table:

Project Name and Scope of Work	Owner	Contact Name and Phone Number
1.		
2.		
3.		

Registration and Communications

It is mandatory that you register as a bidder with the Municipality. Failure to register will result in non-acceptance of your submission.

Please remit Name of Company, Name of Contact Person, Contact Information to Mr. Codey Munshaw, **cmunshaw@powassan.net**.

Questions related to this Tender or the intent of the proposed work and requirements are to be received by August 8, 2022. The contact to answer any questions about the project can be addressed to Mr. Codey Munshaw, **cmunshaw@powassan.net**.

Where a bidder finds discrepancies or omissions in the quotation requirements or otherwise requires any clarification, the bidder should

contact the Municipality in writing to the to email noted above. Where the Municipality deems that an explanation or interpretation is necessary or desirable, an addendum may be issued.

Delivery and Official Closing Time of Quotations

All quotations shall be emailed to:

Mr. Codey Munshaw, E.I.T.,B.Eng.,
Director of Public Works and Engineering
Municipality of Powassan
250 Clark Street, P.O Box 250, Powassan, ON, P0H 1Z0
Phone: 705-724-2813 ext.202
Email: **cmunshaw@powassan.net**

Tenders must be received not later than August 11, 2022 at 10:00am. The time clock in the Council Chambers at the Municipality Office is the official time for the deadline for submission. The Municipality is not responsible for quotations which arrive late.

Acceptance or Rejection of Tenders

The Owner reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in the interests of the Owner to do so, and, in particular, if only one Tender is received, the Owner reserves the right to reject it.

Neither the Consulting Engineer nor any officer or employee of the Engineer has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior to, subsequent to, or by reason of the acceptance or the non-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.

Selection Timeline

The expected timeline for selection is as follows:

July 27, 2022	Request for Tender Issued
August 8, 2022	Deadline for written questions to Municipality from bidders
August 9, 2022	Municipality published Addendum (if applicable)
August 11, 2022	Closing date for Tender Submissions
August 12, 2022	Review of Tenders / Reference Checks
August 16, 2022	The Tender submissions will be presented to Council and a decision will be made at the Regular meeting.

1. ****Due to operational changes due to COVID-19, the Municipal Office and Public Works Garage are closed to the public (subject to change).**
2. Notification of Acceptance of Tender will be by telephone and 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.

Municipality's Purchasing Policies

The Municipality's Purchasing Policies form an integral part of this quotation and process. A copy is available upon request.

Other Requirements

The Contractor shall guarantee their work against any defects / defaults for a period of one full year from date of acceptance of the work including the date of acceptance of any corrected deficiencies.

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). For purposes of this Contract, the current COVID-19 Pandemic shall be deemed to be a continuing force majeure event. 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.

The Contractor is required to conform with the *Occupational Health and Safety Act* related to the performance of the contract.

The Contractor is required to supply to the Municipality within ten (10) days of award or prior to commencement of work, whichever is earlier.

- o A valid Clearance Certificate issued by the WSIB;
- o A certified copy of the Contractor's public liability and property damage insurance policy to the limit of at least \$2,000,000.

Each tenderer, at their convenience, must visit the site of the work before submitting their Tender and must satisfy themselves by personal examination as to the local conditions to be met with during the construction and conduct of the work. They shall make their own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. The tenderer is not to 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. The Tenderer shall contact the applicable water authority with respect to anticipated water levels during construction.

Each Tenderer must carefully examine all Contract Documents before Submitting his tender and must satisfy himself by personal review of all details that there is no confusing information or discrepancy that could lead to future claims. He shall make his own written inquiry during the tendering period to ensure that he clearly understands all Contract conditions.

At any time after submission of his tender, the Tenderer shall not claim that there was any misunderstanding of the interpretation of the tender documents for the purpose of this tender. The Contract Documents are deemed correct provided that the correct information is available at least at one location in the Contract Documents.

The substantial completion of this Contract shall be advertised in Daily Commercial News by the Contractor. Proof of Advertising shall be provided to the Engineer.

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Quotation

Company Information

1.	Company Name	
2.	Bidder's Contact Individual	
3.	Address (incl. Postal Code)	
4.	Office Phone #	
5.	Cellular #	
6.	Fax #	
7.	Email address	
8.	HST Account #	

I/We hereby submit the attached Quotation documents to satisfy the requirements as issued by the Municipality of Powassan.

I/We agree that we have reviewed and understand the Tender documents and I/We are capable and qualified to perform the requirements of the contract.

I/We agree that this offer shall be irrevocable from the time the quotations are opened and extended for a period of 60 days.

I/We agree that this offer acknowledges all addenda and that the pricing quoted includes the provision set out in such addenda.

Tender Submission

The undersigned affirms that they are duly authorized to execute this bid and that all costs associated with this proposal have been submitted in the fee envelope.

BIDDER'S SIGNATURE AND SEAL: _____

NAME AND POSITION: _____

WITNESS SIGNATURE: _____

NAME AND POSITION: _____

DATED AT: _____

THIS _____ DAY OF _____ 2022

Schedule of Prices

The Bidder offers to provide the services detailed within the Contract Documents and identified tasks to the acceptance of the Municipality based on the follow Schedule of Unit Prices (Schedule of Unit Prices to be Completed and Submitted with the Tender submission):

Item No.	OPSS Spec.	Item Name	Unit	Est. Qty.	Unit Price	Amount
1	706	Sitework including Mobilization, Demobilization and Traffic Control	Lump Sum	1		
2	182, 518, 805	Install, Maintain and Remove Environmental Protection, Erosion & Sediment Control Measures	Lump Sum	1		
3	182, 517, 518	Install, Maintain and Remove Dewatering Measures	Lump Sum	1		
4	906	Carry Out Abrasive Blast Cleaning/Mechanical Removal of Corroded Areas throughout Contract	m ²	11		
5	904	Dry Pack Repair Mortar/Injection Grout Voids Behind Steel Arch	Lump Sum	1		
6	906	Install Fusion-Welded Headed Concrete Anchors and Reinforcing Steel Including Dowels	Each	450		
7	904	Supply Material, Install and Remove Formwork for Concrete Liners	Lump Sum	1		
8	904	Place 35MPa C-1 Concrete Liners	m ³	4.5		
9	905	Reinforcing Steel	Tonnes	0.5		
10	905	Dowels into Concrete	Each	225		
11	906	Perform Plate Repairs at Two (2) Locations (PROVISIONAL)	Lump Sum	1		

12	904	Supply Material, Install and Remove Formwork for Concrete Repairs Under Footings (PROVISIONAL)	Lump Sum	1		
13	904	Supply and Place Flowable (high slump) 20MPa Concrete to Fill Voids below Footings (PROVISIONAL)	m ³	2		
Sub-Total						
HST (13%)						
Total Tender Price						

Note: Provisional items may be deleted by the Owner at their sole discretion. If Provisional items are deleted, the Contractor will not be entitled to make any claim whatsoever for lost revenue, lost profits, additional overhead, etc.

Summary:

Sub-Total: \$ _____

HST: \$ _____

Total Tender Price: \$ _____
(including HST)