

### Township of Bonnechere Valley

# REQUEST FOR TENDER

BV2025-05

SIDEWALK REPLACEMENT FOR BELL STREET



### BV2025-05

### **Sidewalk Replacement for Bell Street**

The Township of Bonnechere Valley is seeking proposals from firms with the necessary experience to provide all labour, material, and equipment necessary to remove and replace existing curb and sidewalk on Bell Street located in the Village of Eganville. Replace with 1.5 meters wide of monolithic concrete curb and sidewalk approximately 103 meters in accordance with OPSS 3.51.

Tender documents may be obtained on our website at <a href="https://www.bonnecherevalleytwp.com/Tenders-and-Tax-Sales">www.bonnecherevalleytwp.com/Tenders-and-Tax-Sales</a>

Tender packages must be submitted in a sealed envelope, clearly marked with the tender number, contract description and name of tenderer, **BV 2025-05 Sidewalk Replacement for Bell Street** 

Tender closing date is: <u>Thursday, June 5, 2025 at 9:00 am</u>. Sealed tendered mailed or dropped off to:

The Township of Bonnechere Valley
P.O. Box 100, 49 Bonnechere Street East
Eganville, ON KOJ 1TO
Attention: Annette Gilchrist, CAO

In addition to courier and hand delivery, the Township will also accept electronic delivery of proposals if they meet the following conditions: Delivered by email to: <a href="mailto:annetteg@eganville.com">annetteg@eganville.com</a>, received by the specified submission deadline and the file formation must be in a Zip File to ensure it cannot be previewed.

Tenders received by the specified submission deadline shall be opened, read and recorded publicly shortly after the tender closing. Public opening does not imply any decision by the Owner with regards to acceptance of the lowest or any tender.



### INFORMATION FOR TENDERERS

### **Schedule of Contract Documents:**

- 1. Form of Tender:
- 2. Information for Tenderers; As issued with the Tender;
- 3. Special Provisions: As issued with the Tender;
- 4. Standard Drawing and Specifications: As issued with the Tender;
- 5. General Conditions of Contract: OPSS.MUNI100 (dated November 2019).

### **General Information**

The Township of Bonnechere Valley is seeking proposals from firms with the necessary experience to provide all labour, material, and equipment necessary to remove and replace existing curb and sidewalk on Bell Street located in the Village of Eganville. Replace with 1.5 meters wide of monolithic concrete curb and sidewalk approximately 103 meters in accordance with OPSS 3.51.

### All work is to be completed by August 1, 2025.

The quantities listed in the tender form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price.

The work shall be completed during daylight hours only.

For the unit price, the Contractor shall perform their work in such a way to cause the least possible inconvenience to the travelling public and shall provide all necessary warning signs and flagmen or other protective and/or warning devices as required by Ontario Traffic Manual-Book 7.

For the unit price bid, the Contractor shall supply all materials, labour, tools, equipment and all other necessary things to complete the work in accordance with these contract documents and to the satisfaction of the Municipal Public Works Superintendent or approved representative.

### **Bid Submission**

Proposals shall be made in the following format and Received by the specified submission deadline date of XXXXXXXXXX:

In addition to courier and hand delivery in a sealed envelope, clearly marked with **BV 2025-05 Sidewalk Replacement for Bell Street**, the Township will also accept electronic delivery of proposals if they meet the following conditions:

Delivered by email to: <a href="mailto:annetteg@eganville.com">annetteg@eganville.com</a> File Format: Must be received as a Zip file to ensure it cannot be previewed.

### **Right to Accept or Reject Proposal**

The Township of Bonnechere Valley reserves the right to reject any or all proposals, as a whole or in part, and waive formalities as the interests of the Corporation may require, without stating reasons. Therefore, the lowest or any proposal may not necessarily be accepted. If there are a limited number of responses to this request, the Township reserves the right to terminate the request or make further requests for proposals.

### **Validity**

The proposal submitted shall remain valid for at least sixty (60) days from the proposal closing date.

### **Withdrawal of Proposal Prior to Closing**

A Bidder who has submitted a response to this Request for Proposal may request that such response be withdrawn. Withdrawals shall be completed and shall be allowed under the following conditions;

- The Tender closing date and time has not passed. There shall be no withdrawals of Proposals allowed after the closing date and time for receiving tenders.
- The request is made in writing on the Bidder's letterhead and signed by a senior official of the Bidder, and include his direct contact information; and
- The request is made to the Public Works Superintendent by email or by hand.

In all cases, a request for the withdrawals of a proposal will be verified by the Township of Bonnechere Valley, by the way or a telephone call to the senior official representing the Bidder and making the request, to confirm the withdrawal.

All confirmed requests for withdrawal will be placed on record and the associated proposal shall be given no further consideration.

### **Review of Documents**

The Bidder must personally study the entire Request for Proposal document as to satisfy himself/herself of the conditions and requirements of the Proposal. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the Tender.

### **Addenda**

The Township of Bonnechere Valley may choose to issue addenda to provide clarification or additional information. Addenda will only be sent to vendors that have registered as Bidders. It is the Bidder's responsibility to ensure they have received all addendums and provide the Township of Bonnechere Valley with the proper contact information through the registration process.

### **Price Submission**

The Proposal price shall include total costs, in Canadian Dollars, including, but not limited to labour, materials, equipment, supervision, statutory charges and vendor overhead and profit.

### **Award**

Upon completion of evaluations, the Township of Bonnechere Valley may select a Bidder with whom it wishes to undertake negotiations for the project. Negotiations may take the form of adding, deleting, or modifying certain requirements based on the response to the Request for Proposal, and adjusting pricing accordingly if required. Assuming mutually acceptable terms and conditions can be agreed upon, a purchase order will be issued to the selected bidder.

The Township of Bonnechere Valley reserves the right in its absolute discretion to:

- Adjust, discontinue or cancel the submission process, and/or commence a new process for the same or similar goods or services, if the Township of Bonnechere Valley, at its sole discretion, deems it necessary.
- Accept or reject any submission(s) in whole or in part.

Therefore, the lowest cost proposal may not necessarily be accepted. The acceptance and award of a proposal shall be subject to the approval of the Township of Bonnechere Valley.

### **Tender Deposit**

A certified cheque made payable to the Corporation of the Township of Bonnechere Valley in the amount of **10% of the total bid price** must be submitted with the tender. The cheque of the unsuccessful bidders will be returned within seven days of tender opening. The cheque of the successful bidder will be retained until the municipality's acceptance of the work.

Tenders not accompanied by a certified cheque will not be considered.

If the successful bidder wishes, he may file with the municipality a completed performance bond signed by a recognized bonding company, in the amount of 100% of the total estimated tender.

Upon receipt of such a bond, the tender deposit will be returned to the contractor.

### **Collection of Personal Information and Confidentiality Provision**

Any personal information collect through the Tender process will be done so, and managed, in accordance with the Municipal Freedom of Information and Protection of Privacy Act. Any personal information collected is being done so in the purposes of proposal review and potential vendor selection.

All responses to this Tender will only be treated as Third Party Information and/or Economic or Other Interests in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* where an **explicit requires to do so is provided in writing in the proposal**. Submission of a proposal without this explicit requires shall constitute consent for disclosure in accordance with the Act.

The information contained in this Tender will be utilized by the Bidder solely for the purposes of preparing a submission. Any other use of the information of any other purpose is not authorized by the Township of Bonnechere Valley.

### **Standard Terms and Conditions**

The Township of Bonnechere Valley maintains standard procurement Terms and Conditions that apply to this Tender. A copy of the Township's Procurement of Goods and Services Policy will be provided on request.

### **Terms of Payment and Invoices**

The project will be paid 90% upon completion of work and 10% holdback will apply with release shall be subject to inspection and approval by the Township's agent and any identified contract deficiencies being addressed.

A detailed invoice, outlining quantities for non-lump-sum items is required for payment. The Township of Bonnechere Valley terms of payment are net thirty (30 calendar days receipt of invoice.

### **Notice of Project**

The successful Bidder shall be responsible for taking out a Notice of Project to the Ministry of Labour and shall post on site prior to commencing the project as set out in section (1) of the Regulation for Construction Projects, O.Reg 213/91 (the regulation). Proof of such Notice must be made evident to the Township of Bonnechere Valley before the first payment is made.

### **Termination**

The Township of Bonnechere Valley reserves the right to terminate the contract for sufficient cause, including, but not limited to, poor performance, late deliveries, inferior quality, incorrect pricing, statutory non-compliance, and health and safety concerns. If any successful Bidder should neglect to perform the work property or fail to perform any provision of the Tender, the Township of Bonnechere Valley may terminate the contract after fifteen (15) business days with written notice to the vendor.

### **Commencement**

The Contractor shall notify the Owner a minimum of five (5) days prior to commencement of any operations.

### **Indemnification**

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable to anything done, or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required under this Contract.

### **Liability/Insurance**

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more person and loss of a damage to property.

Such policy shall name the municipality as an additional insured there under and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality or any other public or private property resulting form or arising out any act or omission on the part of the Contractor or any of their servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

The successful bidder shall deliver proof of Workplace Safety & Insurance Board (WSIB) coverage, within ten (10) calendar days of receiving the Acceptance Notice.

### **Regulations**

The Contractor shall abide by any federal and provincial health and safety legislation and any other Acts or By-Laws, which are relative to the performance of the work. The Contractor must be in compliance with the HST requirements before the final awarding of the contract takes place. The Contractor shall abide by the Occupational Health and Safety Act. The Township assumes no responsibility for non-compliance.

### **Completion Date and Liquidation Damages**

This contract shall be completed as stated. In the event of any delay in completing this Contract by the completion date, the contractor will pay to Township the sum of **FIVE HUNDRED DOLLARS (\$500.00)** per day for liquidated damages for each and every calendar day's delay in finishing the work.

### **Damage by Vehicles and Other Equipment**

If at any time, in the opinion of the Public Works Superintendent, damage is being done or is likely to be done to any highway or any improvement thereon by the Contractors vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Public Works Superintendent and at the Contractors own expense make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Superintendent.

### **Loading of Motor Vehicles**

Where a vehicle is hauling materials for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

### **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.

### **OPS General Condition of Contract**

The General Condition of Contract, Ontario Provincial Standards for Roads and Public Works OPSS.MUNI 100, dated November 2019 form part of the Contract Documents.

### **OPS Standard Specifications**

The Contractor acknowledges that the standard drawings and specifications referred to in the Contract Documents are the Ontario Provincial Standard Drawings (OPSD) and Ontario Standard Specifications (OPSS) as produced and amended by the Province of Ontario.

The Contractor shall obtain its own copy of the standard drawings and specifications.

Only the municipal and provincial common standards on OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents.

SPEC. NO.	DESCRIPTION	REV. DATE
OPSS.PROV 351	Construction Specification for Concrete Sidewalk	April 2025
OPSS.PROV 353	Construction Specification for Concrete Curb and Gutter System	April 2025

Note: If the above noted specifications refer to other Ontario Provincial Standard Specifications for Construction and Materials, it is assumed that they form part of this tender as if they were listed as part of this tender.



### **SPECIAL PROVISIONS**

### **Special Provisions – Project Scope**

- 1. The Bidder is expected to supply all labour and material and construct/replace existing sidewalk on Bell Street in accordance with municipal sector best practices and consistent with the attached drawing.
- 2. The Bidder shall ensure all necessary practices are followed to ensure a proper concrete cure, as per the applicable weather/environment conditions at the time of the pour.
- 3. Proper drainage of the sidewalk area is to be considered and ensured at all times during and post construction. Additional materials as needed to facilitate drainage can be requested and or included in bid.
- 4. The Bidder will include consideration for working with, in conjunction wit the Township staff, adjacent residents and coordinating times of construction to limit impacts to properties affected by the sidewalk replacement.
- 5. Bidder is responsible for necessary locates.
- 6. Biddder is responsible for removing and re-installing any municipal signage.
- 7. Bidder is responsible for all compaction and concrete testing.
- 8. Construction to provide schedule detailing all tasks with start and finish dates.
- 9. TWSI pads are to be installed
- 10. The new 103m of Monolithic sidewalk shall be 1.5m wide, except at TWSI corners, built to suit to tie into existing sidewalks. Reinstate to original grade 50 mm asphalt that is removed for placement of sidewalk.
- 11. Bidder shall seek to follow existing grades encountered. Where finished grade must be higher or lower than surrounding soil.

12. All disturbed areas to be prepared with 150mm compacted topsoil and No. Nursery sod.



### **FORM OF TENDER**

Tender Number: **BV2025-05** 

Tender For: Sidewalk Replacement for Bell Street

### **SCHEDULE OF ITEMS AND PRICES**

The Bidder hereby bids and offers to supply and do all or any part of the work, which is set out or called for in this Bid, at the unit prices, and/or lumps sums, hereinafter stated.

ITEM NO.	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	SIDEWALK & HL3 ASPHALT	Remove and replace existing curb and sidewalk. Replace with 1.5 meters wide of monolithic concrete curb and sidewalk appx. 103 meters in accordance with OPSS 3.51  *Reinstate to original grade 50 mm asphalt that is removed for placement of sidewalk.	Linear meters	103	\$	₩
SUB-TOTAL						\$
HST (13%)						\$
TOTAL TENDER PRICE						\$

### **Notes:**

- 1. It is understood that the estimated quantities in the foregoing schedule are solely for the purpose of facilitating the comparison of bids and the Tenderer's compensation will be computed upon the basis of the actual quantities in the completed works, whether they be more or less shown herein.
- 2. The quantities shown in this Tender are an estimate only and there is not a guarantee of amount of material to be supplied under this contract. The Township of Bonnechere Valley reserves the right to adjust quantities without a change in the unit price tendered.
- 3. The unit price shall govern whenever the total amount bid for an item does not agree with the extension of the quantity and the unit price, and the total item amount and the Total Tender Price shall be corrected accordingly.

NAME OF THE FIRM OF INDIVIDUAL (Hereafter referred to as "THE CONTRACTOR")					
ADDRESS	PHONE NO.				



### **DECLARATION BY TENDERER**

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and 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 and specifications for the sum provided in the Schedule of items and Prices.

Attached to this tender is a certified cheque, in the amount of 10% of the total tender, made payable to the Municipality. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Municipality, if the Contractor fails to file with the Municipality, an executive form of agreement for the performance of work, in accordance with this tender, within ten (10) calendar days from the date of Acceptance of Tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality with the alteration of the contract price.

Notification of Acceptance shall be made in writing, addressed to the Contractor at the address contained in the tender and upon such notification of acceptance the within tender shall constitute in the contract between the parties. Therefore, no agreement for or other separate documents will be required.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of tender opening.

I/We (the Contractor) promise to perform the work without delay and further promise to complete the work by: **August 1, 2025**.

Authorized Signature:	
Date:	
Name of Person with Signing Authority (Print):	
Title of Person with Signing Authority (Print):	



### **APPENDIX A**







