



EDWARDSBURGH CARDINAL

TOWNSHIP OF EDWARDSBURGH/CARDINAL

TENDER NO. EC-PW-MunDr-23-01

Ferguson Municipal Drain Culvert Replacements

Proposal Closing:

Tenders shall be enclosed in a sealed envelope plainly marked "Tender No. EC-PW-MunDr-23-01". The Contractor shall provide their company name, address, and contact information on the envelope, and deliver it to the Township municipal office located at:

Township of Edwardsburgh/Cardinal
18 Centre Street, P.O. Box 129
Spencerville, Ontario
K0E 1X0

The Submission Deadline is 4:00 pm, January 31st, 2023. Proposals received later than the stated date and time will be returned to the proponent unopened.

INFORMATION TO BIDDERS

1. Introduction

The Corporation of the Township of Edwardsburgh/Cardinal is inviting Tenders for the replacements of two culverts located in the Ferguson Branch of the Edwardsburgh/Cardinal Municipal Drain.

Any document submitted with respect to this Tender will be subject to the Municipal Freedom of Information and Protection of Privacy Act.

The proposed work will include ditch cleanout and bank reinstatement for 14m along the Ferguson Branch of the Edwardsburgh/Cardinal Municipal Drain. The work area will be the immediate area surrounding the East and West culverts found on Lot 3 Concession 7, as outlined on the site map attached.

2. General Conditions

The General Conditions for this Contract shall be the most recent addition of The Ontario Provincial Standards, General Conditions of Contract. Any amendments thereto are contained in the Special Provisions.

3. Tender Submission

Tenders for this Contract will be received until **4:00 pm (local time) Tuesday, January 31st, 2023.**

Tenders shall be enclosed in a sealed envelope plainly marked "Tender No. EC-PW-MunDr-23-01". The Contractor shall provide their company name, address, and contact information on the envelope, and deliver it to the Township municipal office located at:

Township of Edwardsburgh/Cardinal
18 Centre Street, P.O. Box 129
Spencerville, Ontario
K0E 1X0

Attention: Gord Shaw, Director of Operations

All submissions must be in original, hard copy form. (Facsimile, email or other forms of transmissions will not be accepted.)

4. Bonding

The successful Tenderer is required to provide the following:

a) Performance Bond

Before the contract agreement is signed, the successful bidder must furnish a **Performance Bond** for 10% of the Tender in cash or acceptable collateral. The Performance Bond shall be on a form endorsed by the Canadian Construction Association. Bond prices shall include Harmonized Sales Tax and will guarantee his/her faithful performance of this Contract and his/her fulfillment of all obligations in respect of maintenance and payment for labour and materials used on this work. The Performance Bond shall include a **15% Maintenance Bond during the warranty period.**

5. Award of the Contract



The award of this Contract is subject to the approval and appropriate funding acceptable to the Township of Edwardsburgh/Cardinal. The contract is subject to completion on or before June 1, 2023. The Township reserves the right to withdraw this tender at any time.

6. Right to Accept or Reject Tenders

The Owner reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in its best interest to do so. No liability shall accrue to the Township for its decision in this regard.

Under no circumstances will Tenders be considered which are:

- Received after the advertised closing date and time for Tenders.
- Received in an unsealed envelope.
- Considered as being informal by the Township.
- Sent by Email or Facsimile

7. Occupational Health and Safety Act

Bidders should note that where the provisions of the Occupational Health and Safety Act of Ontario and Regulations apply to the services to be provided under a contract resulting from this tender, and all the responsibilities and obligations imposed upon the “Contractor” under this Act must be assumed by the bidder. All costs of service/materials required to fulfil these obligations shall be included in the contract price quoted. Should the owner be aware of any violations of the Act and Regulations, a notification will be made to the appropriate authorities. Where so warranted, work could be suspended or indeed terminated with no cost to the owner.

8. Hours of Work

The Contractor’s operations under this Contract will be restricted to 7AM to 7PM or per Municipal By-Law, Monday to Friday, and no work will be permitted on weekends or statutory holidays, unless otherwise approved.

9. Insurance, Protection and Damage

Sub-section GC6.03.02 of the OPS General Conditions is deleted and replaced by the following:

The Contractor shall take out and keep in force, until the date of acceptance of the entire work by the Owner, a comprehensive policy of public liability and property damage insurance, acceptable to the Owner, providing insurance coverage, in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property.

The policy shall name the Township of Edwardsburgh/Cardinal, and The Greer Galloway Group Inc. and Agents, as additional insured there under and shall indemnify them and their representatives from and against all claims, demands, loss, costs, damage or injury including death to any person or persons and for damage to any property of the Owner or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his/her servants or agents during the execution of the contract. The Contractor shall forward with the executed contract documents a certified copy of the policy or certificate thereof to the Owner before the work is started.

The Contractor must also complete and sign the Township of Edwardsburgh/Cardinal Memorandum of Agreement regarding health and safety requirements included in all Legislative Acts and Regulations. The successful bidder shall at their own expense with 10 days of notification of acceptance and prior to the



comment of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Corporation with evidence of:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by the Contract Administrator relating to their obligations under this Agreement. Such insurance shall include but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers' liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Township of Edwardsburgh/Cardinal as Additional Insured with respect to the operations of the Contract Administrator. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful Contract Administrator shall indemnify and hold the Corporation of Township of Edwardsburgh/Cardinal harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether wilful or otherwise by the contractor, their agents, officers, employees or other persons for whom the Contract Administrator is legally responsible.

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

10. Prevention of Damage

The failure of the Contract Administrator to order necessary precautionary measures, protective work or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective work or other requirements. Furthermore, the fact that the Contract Administrator does or does not order precautionary measures, protective work or other requirements shall not relieve the Contractor from any of his/her responsibilities under this contract.

11. Protection of Utilities and Private Property

The Contractor shall be responsible for the protection of all utilities, fences, mailboxes, and signs not designated for removal and the protection of private property at the job site during the time of construction. Storage of excavated materials shall be such that deposition onto private property will not take place.

It is the Contractor's responsibility to contact the Municipal Authorities or Utility Companies for information regarding the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

12. Clearing and Grubbing

Any brush growing on the banks or in the ditch must be grubbed out. Small brush removed shall be piled in a neat manner so that it may be burned by the Owner. Large trees shall not be removed unless absolutely



necessary for the execution of the work. If large trees must be removed, the stumps shall be removed and piled so that they may be burned. The trunks of large trees and branches shall be cut into log lengths and piled clear of the drain such that they may be salvaged by the Owner for future use.

13. Disposal of Materials

Excavated material shall be disposed of in such a manner to minimize damage to adjacent lands and crops. Earth excavated from the drain shall be deposited a minimum of 3m from the edges of the finished ditch. The outlet of all neighbouring ditches and drainage shall be saved from damage by this spreading. The finished work shall be left such that the land is easily workable by the Owner, and spread such that the elevation in any location does not exceed the elevation of the adjoining land by greater than 150mm in cultivated land and 300mm in wooded areas.

14. Removal of Crops

Where crops are growing on lands adjacent to the proposed work, the Contractor must give the Owner ten days written notice prior to beginning work on the section of the drain, otherwise the Contractor shall be held liable for the damage.

15. Fencing

Where fences are encountered or for access to the drain, it will be the Contractor's responsibility to remove the existing fencing and re-erect the fence in a condition equal to or better than the condition of the fence prior to removal.

16. Restoration of Work Areas

Unless construction or restoration of all work areas is included in the contract under specific tender items, the Contractor shall restore all work areas to their previous condition to the satisfaction of the Contract Administrator (i.e. Grass areas will be sodded, paved areas will be asphalted, etc.). No additional compensation will be allowed for this restoration.

17. Erosion and Sediment Control

Sediment and erosion control measures shall be implemented prior to work, and maintained for the duration of the work. All disturbed areas shall be stabilized and re-vegetated as required upon completion of work and restored to a pre-disturbed state or better. The contractor shall supply strawbale check dams for sediment and erosion control downstream of the work area in compliance with OPSD 219.180. This is to be in place at all times where work is being completed near or within the water way to avoid potential damage downstream of the work site.

18. South Nation Conservation Approval Conditions

Approval for works to be completed on the Ferguson Drain shall be by South Nation Conservation. Approval permit will be submitted and obtained by the consultant prior to commencement of operations. The Contractor shall ensure that all requirements laid out in the "Standard Compliance Requirements – Maintenance and Repair of Municipal Drains Constructed under the Drainage Act outside of Regulated Wetland Limits – E. Culvert Replacement" are met.

19. Extra Work

The Contractor shall notify the Contract Administrator in writing before the commencement of any work that he considers extra work so that records may be kept. If notice is not given, it will be deemed that payment is included in the contract prices and no additional payment for extra work will be made. Invoices for extra work shall be submitted as soon as possible after the completion of such work and in no case later than 30 days after the completion of the work in question.



Payment will be made on the next payment certificate after the approval of the Contractor's invoice. If extra work invoices and all required substantiation and support are not received within 30 days, it is deemed that the Contractor does not intend to charge for the work and no payment will be made.



FORM OF TENDER

This Tender is submitted by:

FIRM NAME

CONTACT PERSON

ADDRESS

PHONE NUMBER

FAX NUMBER

EMAIL

TO THE MAYOR AND MEMBERS OF the Council of the Township of Edwardsburgh Cardinal

1. I/WE, the undersigned declare that no person, firm or corporation other than the one who's signature or the signature of whose proper officers and seal is or are attached below, has any interest in this tender or in the Contract proposed to be undertaken.
2. I/WE further declare that this tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
3. I/WE further declare that no member of the Municipal Council or any other Officer of the Corporation is or will become interested directly, or indirectly, as a Contractor in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived there from.
4. I/WE further declare that the several matters stated in the said tender are in all respects true.
5. I/WE further declare that I/WE have carefully examined the locality and site of the proposed works, and having read, understood and accepted the Provisions, Specifications, Conditions, Form of Tender, Tender and Bonding Requirements, Agreement to Bond, Performance Bond, Labour and Material Bond, Addenda * No. _____ to _____ and Contract Agreement attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; including in every case freight, duty, exchange and federal and provincial sales tax in effect on the date of the acceptance of the tender, and to complete the work in strict accordance with the Provisions, Specifications, and Conditions hereto attached for the sums calculated in accordance with the actual measured quantities and unit prices set forth in the tender herein as follows:

Itemized Bid Form



Ferguson Municipal Drain Culvert Replacements						
Item	OPSS / OPSD	Description	UNIT	QTY.	UNIT COST \$	TOTAL PRICE \$
1	206 SP	Ditching and Brushing/Grubbing	m	14		
2	421 SP	CSP-1600mm Dia., 1.6mm wall thickness Culvert Replacement & Granular material	m	16		
3	805 219.180	Erosion and Sediment Control	LS	1		
4	201 SP	Tree Removal (Provisional)	Ea.	1		
					SUB-TOTAL	

The Tenderer hereby offers to complete the work specified for Tender No. EC-PW-MunDr-23-01 for the following prices:

Sub-Total	\$
HST	\$
TOTAL COST	\$

HST REGISTRATION NO. _____

6. I/We agree that this offer is to continue open to acceptance until the formal Contract is executed by the successful tenderer for the said work or until 45 calendar days after the said opening, whichever event first occurs; and that the Corporation may, at any time within that period, without notice, accept this tender whether any other tender has been previously accepted or not.
7. I/WE agree that if I/WE withdraw this tender before the Council of the said corporation shall have considered the tenders and awarded the Contract, the amount of the deposit accompanying this tender shall be forfeited to the Corporation.
8. I/WE agree that the awarding of the Contract based on this tender by the Council of the Corporation shall be an acceptance of this tender.



9. Attached to this Tender is a certified cheque in the amount specified in the "Tender and Bonding Requirements", made payable to the Corporation of The Township of Edwardsburgh/Cardinal, the proceeds of which, upon acceptance of this Tender, shall constitute a deposit which shall be forfeited to the Township at its discretion if I/WE, fail to file with the Township the complete Performance Bond specified in the "Tender and Bonding Requirements" and an executed form of Agreement for the performance of the work within ten (10) days from the date of notification of the acceptance of this Tender by the Township.

10. I/WE hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

Witness

Signature of Contractor

DATED AT _____ this _____ day of _____, 2023.



AGREEMENT TO BOND

(to be completed by Bonding Company)

WE, the undersigned, HEREBY AGREE to become bound as Surety for

In a Performance Bond totaling FIFTY (50%) of the Total Tender Amount, and a Labour and Material Payment Bond totaling FIFTY (50%) of the Total Tender Amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown or described herein, if the Tender for Tender No. 2013-13 is accepted by the Owner.

IT IS A CONDITION of this Agreement that if the above-mentioned Tender is accepted, application for a Performance Bond and a Labour and Material Payment Bond must be made to the Undersigned within TEN (10) DAYS of Notice of Contract Award, otherwise the Agreement shall be null and void.

DATED AT _____ this _____ day of _____, 2023.

(Name of Bonding Company)

(Signature of Authorized Person Signing for Bonding Company)

(BONDING COMPANY SEAL)

(Position)

(This Form shall be completed and attached to the Tender Submitted.)

ITEM SPECIFIC SPECIAL PROVISIONS



NOTE: For the following Item Specific Special Provisions, the following list of items (including but not limited to) will be carried in all unit prices as per OPSS. MUNI 100, Section 8.02.01(.02):

- 1. Mobilization & Demobilization**
- 2. Insurance & Bonding**
- 3. Traffic Control Devices (including Detour Signage)**
- 4. Sign Restoration**

Item No. 1 Ditching

The work under this item shall include ditch cleanout and bank reinstatement for 14m along the Ferguson Municipal Drain, located on Lot 3 Concession 7 as per the attached site map. Included under this item is the removal of accumulated sediment, removal of vegetation in the bottom of the channel and removal of slope vegetation, including root removal, the removal of trees and other vegetation from the top of the bank. Ditch banks shall be reinstated at a maximum of 1.5:1 slope. The ditch shall have a channel width of 0.75m, and a channel slope of 0.15%. All work shall be completed as per OPSS 206 and OPSS 180.

Payment: Payment for this item shall be by the linear meter and include all labour, materials and equipment needed to complete the work.

Item No. 2 CSP-1600mm Dia., 1.6mm wall thickness Culvert Replacement & Granular material

Under this item the Contractor shall supply and install the new CSP pipe culverts in the diameters and lengths as specified on the Contract Drawings. CSP pipe used shall conform to CSA standard B182.8. Work under this item shall be carried out in conformance with OPSS 421. This item includes;

- Installation of new culverts and culvert extensions including manufacturers couplings
- Water required for the proper compaction of bedding and back fill
- CSP shall have as minimum 2 mm wall thickness
- Minimum of 350mm cover of Granular 'A' shall be provided

Work shall be done outside the fish spawning window of March 15th to July 15th as per the Ontario Restricted Activity Timing Windows for the Protection of Fish and Fish Habitat provided by the Department of Fisheries and Oceans.

The Unit bid price for the above items includes labour and equipment used for the removal, relocation, and disposal of existing pipes and materials for culvert installations (in accordance with OPSD 803.030 and 803.031), as well as all Granulars used for bedding, backfill and frost tapers (as directed by the Contract Administrator). Bedding material shall be Granular 'A' as per OPSD 802.010 and OPSD 802.013 except where saturated bedding conditions require the use of 19mm Clear Stone as per OPSS 1004 or as directed by the Contract Administrator.

Payment at the contract price for the above tender item shall be full compensation for all materials, labour and equipment required to complete the work.



Measurement for Payment: Measurement for payment is by Plan Quantity Payment and shall be revised by Adjusted Plan Quantity, in linear metres if required.

Item No. 4 Tree Removal (Provisional)

This item has been included in the event that tree removal is required to complete the work. Trees with a diameter of 150mm or more and measuring 1.0m above the ground shall be included under this item as considering extra and will be paid under this item by the each. All work to be completed in accordance with OPSS 201.

Payment: Payment for this item shall be by the each and shall include all labour, materials and equipment needed to complete the work.

