

Municipality of  
*Bluewater*

TENDER FOR HAMLET SIDEWALK  
REPLACEMENT

BW-RDS06-2021

DATE & PLACE FOR RECEIVING TENDERS:

Tenders will be received by the Manager of Public Works until  
12:00 pm on Wednesday, May 13, 2021 at:

The Municipality of Bluewater  
14 Mill Avenue, Box 250  
Zurich, Ontario N0M 2T0

## INFORMATION TO BIDDERS

### 1. DATE AND PLACE FOR RECEIVING TENDERS

Tenders will be received by:

Dave Kester, Manager of Public Works

Municipality of Bluewater

14 Mill Avenue, PO Box 250

Zurich, Ontario N0M 2T0

Until: 12:00 p.m. local time, Tuesday, May 13, 2021

For: Tender for Hamlet Sidewalk Replacement

### 2. TENDER DEPOSIT

Every tender must be accompanied by a tender deposit in the form of a certified cheque or bid bond payable to:

Municipality of Bluewater

In the amount of: \$5,000.00

Tenders not accompanied by a certified cheque or bid bond will be considered informal and shall be disqualified.

### 3. SUBMISSION OF TENDER

Tenders shall be submitted on the forms provided and delivered in an opaque sealed envelope, clearly marked:

“Tender for Hamlet Sidewalk Replacement”

Tenders arriving after the stated closing time will not be considered.

Proponents shall sign and date all addenda and attach copies to the submitted tender.

### 4. SECURITIES

The bid deposit cheque of the successful bidder will be retained until satisfactory completion of the paving. The cheque will then be returned without interest.

Cheques of unsuccessful bidders will be returned within 7 days of Tender Award.

The Municipality of Bluewater intends to recommend award of a tender for Council's consideration on May 17, 2021.

### 5. CLARIFICATION

Should a bidder find discrepancies in or omissions from the tender documents, or should there be any doubt as to their meaning, please direct all inquiries or questions to:

Dave Kester, Manager of Public Works

T: 519.236.4351 ext. 221

F: 519.236.4329

E-Mail: [PublicWorks@municipalityofbluewater.ca](mailto:PublicWorks@municipalityofbluewater.ca)

Should a correction, explanation, or interpretation be necessary or desirable, a written addendum will be issued and posted to the municipal website [www.municipalityofbluewater.ca](http://www.municipalityofbluewater.ca) . Addenda, issued during the bidding period, are part of these tender documents.

**6. WITHDRAWAL OR QUALIFYING OF TENDERS**

A bidder, 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 bidder for this contract.

A bidder may withdraw their tender at any time up to the official closing time by submitting a letter bearing his signature and seal as in his tender to The Municipality of Bluewater. No emails, telegrams, facsimile or telephone calls will be considered. After the official closing time for receiving of tenders, all tenders received shall be irrevocable.

**7. BASIS FOR REJECTION OF TENDER(S)**

Tenders may be rejected for one or more of the following reasons:

- a) Bids arriving after the closing time and date as specified in this document
- b) Bids received in a form other than the tender form supplied
- c) Bids not completed in ink or by type
- d) Bids containing any other form of alteration, including but limited to include; strike-out, white-out, etc.
- e) Qualified or conditional bids
- f) Bids not properly signed and sealed

**8. RESERVATIONS**

The Municipality reserves the right to accept any tender in whole or in part thereof judged most satisfactory, without liability on the part of the Municipality.

The Municipality reserves the right to reject any or all tenders. The lowest or any tender will not necessarily be awarded.

Tenders which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alterations and irregularities of any kind may be rejected as informal.

**9. PRICES AND BUDGETS**

The Municipality of Bluewater has a strictly defined budget for the work within this contract and reserves the right to change the scope of this contract to bring the tender price within the available budget limits.

Should it be determined that the changes in the scope of the contract are of sufficient magnitude, then the Municipality shall cancel the quotation process, then, at its discretion, commence a new process in order to complete the project within the budget available.

Changes to the scope of this contract, either by changes in scheduling, changes in quantities of work and/or deletion of any part of the work shall not entitle the Contractor to any extra compensation.

The Municipality will not be held responsible for any cost incurred by any bidder associated with preparing or submitting a quotation for this project, should the quotation be rejected or the process cancelled.

**10. PAYMENT CHANGE**

Payment will be made only for materials signed for at the delivery site. The vendor will be responsible for procuring the required signature from the person in charge at the site.

Invoices will be paid within 30 days of the invoice date, unless early payment discounts are available, in which case payment will be made by the discount date.

#### **11. FAILURE TO PERFORM**

If, in the opinion of the Municipality, the Contractor refuses or neglects to perform the work required under the contract in an orderly manner and without delay, then the Municipality of Bluewater may cancel the contract by twenty-four (24) hours written notice.

The said Municipality shall have the full right and power at its discretion, without process of action at law, to take possession of the whole work remaining at the time of notice of cancellation and to re-let the same to any other person, persons, or Company, with or without previous advertisements.

The Contractor shall be liable for all damages, expenditure and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof, together with the penalties from the date fixed for the completion of the work.

Failure to execute a Contract and file an Acceptable Bond as provided herein shall be just cause for the annulment of the award and the forfeiture of the Tender Guarantee to the Committee, not as a penalty, but in liquidation of damages sustained.

#### **12. INSURANCE**

A certificate of insurance or a certified copy of the Contractor's policy shall be provided showing coverage for at least the following limits:

- i. Comprehensive liability insurance providing bodily injury limits of at least \$5,000,000 per person and accident, and providing for property damage of at least \$5,000,000 in any one accident. The Municipality of Bluewater shall be named as an additional insured party on such policies.
- ii. Insurance as in. above for all licensed motor vehicles operated by or on behalf of the bidder.

The liability insurance shall be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse during the duration of the contract without 30 days prior written notice to the Municipality of Bluewater. The insurance policy shall not contain any deductible amounts and shall remain in effect until the contract has been terminated.

#### **13. WORKPLACE SAFETY AND INSURANCE**

It is the obligation of any successful bidder to comply with all requirements of the Workplace Safety and Insurance Board Act. Bidders must certify that all employees, officers, agents and subcontractors are covered under the Act.

A WSIB Certificate shall be supplied as part of this tender and updated every 60 days in compliance with the Act. Failure to supply or update this certificate as required is cause for termination of the contract.

The Contractor acknowledged and agrees that they will be considered the Constructor as defines in the OHSA. Both the Municipality of Bluewater and the Contractor have obligations under the Workplace Health and Safety Act to ensure that work sites are safe and that accidents are prevented.

The successful Contractor shall provide a copy of the company's safety policy manual before commencing the work. The Contractor will be responsible for the ongoing safety and security of the job-site.

In the event of a serious or recurring problem, a notice of non-compliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risks.

Disregard for any requirement of the Workplace Health and Safety Act may be caused for the issuance of a stop work order or even termination of the contract.

#### **14. EXPERIENCE AND ABILITY OF BIDDERS:**

## The Municipality of Bluewater –Tender Hamlet Sidewalk Replacement

The Tenderer shall furnish in the space provided in the Form of Tender details of his previous related experience. The Tenderer shall give in the Form of Tender the name and address of each proposed sub-contractor used in making up his tender stating the portion of work allocated to each. Only one sub-contractor shall be named for each part of the work to be sublet.

After the work has been accepted by the Municipality, the Contractor shall not be allowed to substitute other sub-contractors in place of those named without written approval from the Engineer.

The contractor or subcontractor for this project shall have a current Ministry of Transportation (MTO) Financial/Qualification Rating of \$1M or greater in the General Road Classification of work category. The paving contractor or subcontractor shall provide a copy of their MTO Financial/Qualification Rating document to the Owner upon request

## SCOPE OF THE WORK:

### 1. LOCATION

#### Kippen

- Replacement of approximately 344m of Sidewalk

#### Varna

- Replacement of approximately 356m of Sidewalk

#### Brucefield

- Replacement of approximately 200m of Sidewalk

Note: Amounts may vary subject to funding availability

### 2. OVERVIEW:

This work shall consist of:

The Installation of approximately 1350m<sup>2</sup> of concrete sidewalk in various locations in the Hamlets of Kippen, Varna and Brucefield respectively; including all necessary materials required to fulfil the specifications within this tender.

### 3. DESCRIPTION OF PROJECT:

#### Sidewalk Locations

| Location     | Road            | From:                                  | To:                  | Side of Road | Approximate Distance* | Notes:  |
|--------------|-----------------|--|----------------------|--------------|-----------------------|---|
| Varna        | Mill Rd         | Huntley St.                            | Parr line            | North        | 224 m                 | Minimum of 2 tactile plates requires at each intersections.   |
| Varna        | Mill Rd         | Parr Line                              | Existing West Limit  | North        | 132 m                 | Minimum of 2 tactile plates requires at each intersections.   |
| Kippen       | Kippen Road     | Existing West Limit                    | Hwy 4/London rd      | North        | 213 m                 | Minimum of 2 tactile plates requires at each intersections.   |
| Kippen       | Hwy 4           | Kippen Road                            | Existing North Limit | West         | 131 m                 | Minimum of 2 tactile plates requires at each intersections.   |
| Brucefield   | Ellen St. South | Hwy 4                                  | Existing West Limit  | North        | 80 m                  | Minimum of 2 tactile plates requires at each intersections.   |
| Brucefield   | Mill Road West  | Existing widened sidewalk at Highway 4 | Ellen Street north   | North        | 90 m                  | Minimum of 2 tactile plates requires at each intersections.   |
| Brucefield   | Mill Road West  | Hwy 4                                  | Ellen St South       | South        | 30 m                  | Driveway in front of Firehall not included. Minimum of 2 tactile plates requires at each intersections. |
| <b>Total</b> |                 |  |                      |              | <b>900 m</b>          |   |

\* Distances may vary subject to funding availability

Refer to drawings in Appendix A for additional sidewalk maps.

**In-House Work**

Work completed by Municipal Staff that is not included as part of this tender:

- Removal and disposal of existing sidewalk
- Supply and Install of granular base material.
- Asphalt replacements for Driveway restoration
- Topsoil/Turf Restoration

**Sidewalk Specifications**

- Sidewalk Regular Thickness 5" (127mm)
  - Sidewalk Thickness through residential driveways 150mm
  - Sidewalk Thickness through Industrial/Commercial Driveways 200mm
- Finished sidewalk (s) will require a control joint every 1500mm
- Sidewalks will be 1500mm in width
- Concrete Specifications as per OPSS.MUNI 351 and OPSS.MUNI 1350
- All end sections of sidewalk require Tactile Indicator Plates installed by the Contractor as per OPSD 310.033, 310.039 required by law.

**4. SUPPLY OF MATERIALS:**

All materials will be supplied by the contractor.

**5. GENERAL CONDITIONS OF CONTRACT:**

O.P.S.S. "General Conditions of Contract" dated Nov. 2006 will form a part of the Contract Documents. This Form has not been included with the Tender Documents, however, Contractor's requiring a copy may obtain one from the Municipality office.

**6. ACCESS TO SITE:**

The Contractor must make his own arrangements with property Owners concerning any access to private property.

**7. DATE OF COMMENCEMENT:**

Work shall not begin prior to May 31, 2021 and shall not begin prior to giving 2 weeks' notice to The Owners.

**8. DATE OF COMPLETION:**

The date of completion for this Contract shall be August 6, 2021.

Request for *extensions of time may be granted if* in the opinion of the Municipality, unusual circumstances warrant such extension and where possible at least 15 days notice is given in writing to the Municipality

**9. TRAFFIC PROVISION AND CONTROL:**

The Contractor shall supply all necessary flag personnel, signs, pilot vehicles with operator, and all other labour, equipment and material required to convoy traffic through or around the construction. The signs the contractor will supply are Road Work (TC-2A or TC-2B), Traffic Control Person (TC-21) and Stop/Slow Paddles (TC-22) and all signs will follow Book 7 Temporary Conditions Manual.

Two lanes of traffic shall be restored throughout the entire job at the end of each day. Access to local properties to be maintained except for short durations during the passing of the recycling operation.

## The Municipality of Bluewater –Tender Hamlet Sidewalk Replacement

The contractor shall ensure that competent personnel are on site at all times, trained in the application of book 7, Ontario Traffic Manual, and must be able to provide proof of training. A traffic protection plan shall be kept on site at all times and provided by the contractor to an inspector, if requested.

The contractor shall indemnify the Municipality, its officers, staff, employees, agents, councillors, wardens, and assigns from any claim for damages, arising from any cause whatsoever relating to traffic control to be performed by the Contractor. Further, the contractor shall indemnify the Municipality, and the contractor shall be solely responsible for any deviation from the approved Traffic Protection Plan or the Construction Protection Plan that in any way whatsoever gives rise to a claim for damages.



## SPECIAL PROVISIONS

**1. GENERAL:**

These Special Provisions shall take precedence over all plans and Standard Specifications.

**2. STANDARD SPECIFICATIONS AND DRAWINGS:**

The Ontario Provincial Standard Specifications (O.P.S.S.) including supplemental specifications as listed opposite each item in the form of Tender shall apply and be part of this Contract and shall govern except as may be extended or amended by these special provisions.

In this Contract, the Owner is The Municipality of Bluewater and reference to the Municipality shall mean the Public Works Manager for The Municipality of Bluewater or someone authorized to act on his behalf.

For the purpose of tendering, the following Standard Specifications are not included in the Contract Documents. These documents are available for viewing at the office of the Municipality

And, they are available from: [www.ops.on.ca](http://www.ops.on.ca)

The following specifications apply:

| SPECIFICATION  | DATE      | TITLE  |
|----------------|-----------|--|
| OPSS MUNI 100  | Jan. 2018 | General Conditions of Contract                                       |
| OPSD 310.010   | Nov 2019  | Concrete Sidewalk  |
| OPSD 310.020   | Nov 2019  | Concrete Sidewalk Adjacent to Curb and Gutter                        |
| OPSD 310.033   | Nov 2019  | Concrete Sidewalk Ramps at Unsignalized Intersections                |
| OPSD 310.039   | Nov 2019  | Concrete Sidewalk Ramps Tactile Walking Surface Indicators Component |
| OPSD 310.050   | Nov 2019  | Concrete Sidewalk Driveway Entrance Details                          |
| OPSS.MUNI 1350 | Nov 2019  | Concrete - Materials and Production                                  |
| OPSS.MUNI 351  | Nov 2019  | Construction Specification for Concrete Sidewalk                     |

And shall include where applicable, additional specifications referred to in any of the above Standard Specifications.

**3. INTERPRETATION:**

"Ministry" - Means the Ministry of Transportation and where the word appears in M.T.O. Specifications which are included in this Contract shall mean the Corporation as defined elsewhere.

"Owner" – Meaning the Corporation of the Municipality of Bluewater

**4. STORAGE YARD:**

It is the responsibility of the Contractor to arrange for a suitable storage yard for his materials and equipment if necessary.

**5. SPECIAL PROVISIONS FOR LIQUIDATION DAMAGES, COMPLETION DATE:**

A) TIME: Time shall be the essence of this agreement.

B) PROGRESS OF THE WORK AND TIME FOR COMPLETION:

The Contractor shall complete this contract in its entirety by the "Date of Completion" specified in the Information to Bidders.

If this time limit is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed with the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

The time of completion may be extended in writing at any time in accordance with Section GC 3.07 of the General Conditions of Contract on such terms and for such period as shall be determined by The Owners, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract. The Contractor shall not be reimbursed for delays unless the delay was caused by The Owners.

An application by the Contractor for an extension of time as herein provided shall be made to the Owners in writing at least fifteen days prior to the date of completion fixed by the Contract.

**6. PAYMENTS TO THE CONTRACTOR:**

Concrete quantities shall be determined and paid for by the square meter. Payment will be made at the unit rates tendered for the actual quantity used, excluding wastage and shall be full compensation for loading, hauling, and placing.

**7. QUALITY CONTROL:**

A licensed tester contracted by the Owner may test periodically for quality. Tests requested by the Owner that meet specifications will be paid for by the Owner. Costs for tests that do not meet the specifications and re-tests will be deducted from the contract cost.

**8. DESCRIPTION OF THE WORK**

This work shall consist of the installation of various concrete sidewalks in the hamlets of Varna, Kippen, and Brucefield as identified by the Municipality of Bluewater.

Note:

The quantity of material to be supplied is approximate only and is subject to increase or decrease.

**Date of Commencement**

Notice to the Owners must be given at least 2 weeks in advance of any construction.

**Unit of Measurement**

The unit of measurement for the purpose of this Contract shall be in square meters.

### **Issue of Payment**

Payment will not be made until such time as the material is applied in accordance with this contract. Only one progress payment will be issues for the entire project.

## **9. INSPECTION**

All work to be done under the Contract shall be done to the satisfaction of the Owners. The municipal inspector will be on site to see that the provisions of the Contract are faithfully adhered to, especially in regard to the quality of the workmanship and materials, and may stop the work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry on the work properly or for any good and sufficient reason. In particular, but without limiting the powers of the Inspector, orders given by the Inspector relating to the quality of material or workmanship or in respect of safety or public convenience must at once be obeyed by the Contractor.

The Inspector shall have the power to suspend any worker for incompetence, drunkenness, negligence or disregard of orders and the Contractor shall ensure that any worker so suspended is forthwith removed from the site.

Materials and equipment and the process of preparation or manufacture of materials or equipment shall at all times be subject to inspection, testing and rejection at any stage by the Owner. The Owner will give the Contractor reasonable notice of the materials and equipment in respect of which the Owner proposes to have inspection or testing carried out during the process of preparation or manufacture, save that in the case of materials or equipment specifically stated in the Contract as required to be tested or inspected by or in the presence of the Owner, the Owner shall not be obliged to give such notice. The Contractor shall notify the Owner in writing at least seven days previous to the commencement of preparation or manufacture of each item of such materials or equipment of the time and place at which such preparation or manufacture is to commence in order that the Owner may be present.

In any event, no materials or equipment required by the Contract or by the Owner to be inspected or tested by or in the presence of the Owner shall be incorporated into the work until the required inspection or testing has been carried out to the satisfaction of the Owner.

The Contractor shall provide, and shall ensure that all Subcontractors and those carrying out the process of preparation or manufacture shall provide, every reasonable facility and cooperation to assist the Owner or Inspector or others designated by the Contract or by the Owner in carrying out inspection and testing.

No approval by an Inspector or failure of an Inspector to carry out an inspection shall relieve the Contractor of any obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material which must in every case be removed and replaced properly or otherwise rectified in a satisfactory manner whenever discovered at any time. If, in addition to the inspection provided for above, the Contractor is required by the Contract, by law, by local by-law or by the Owner to have any part of the works inspected by others, the Contractor shall give the Owner and the others concerned reasonable notice of the time and date proposed for the additional inspection.

## **10. SOURCE OF SUPPLY AND QUALITY OF MATERIALS**

OPSS MUNI 100 Section GC5 of the Ontario Provincial Standards, General Conditions of Contract shall apply and govern except as herein amended and/or extended as identified within this document.

Any material to be supplied from designated sources and required to be supplied by the Contractor shall be obtained only from sources listed in the Ministry's List of Designated Sources for that material. For this purpose, a source shall only be considered to be so listed if it appears in the List of Designated Sources, which is in effect at the time of supply of the material.

It shall be the responsibility of the Contractor to obtain the relevant list to ensure that he has the lists currently in effect.

The sources listed in each List of Designated Sources have demonstrated their ability to produce material to the specifications of the Ministry. However, the Municipality does not warrant that these suppliers

## The Municipality of Bluewater –Tender Hamlet Sidewalk Replacement

will produce acceptable material or sufficient material for any contract. The Contractor shall make such independent investigation, and examination as he deems necessary, to satisfy himself as to the quality and quantity of the material available from these sources; and to ensure that all material supplied by him satisfies the requirements of the specifications.

## FORM OF TENDER

**1. Unit Costs**

Unit Price @ 5" (127mm) thickness: \$\_\_ /m<sup>2</sup>

**2. Varna Sidewalks**

Bid Price for 534 m<sup>2</sup> of sidewalk installation with all necessary materials: \$ \_\_\_\_\_

**3. Kippen Sidewalks**

Bid Price for 516 m<sup>2</sup> of sidewalk installation with all necessary materials: \$ \_\_\_\_\_

**4. Brucefield Sidewalks**

Bid Price for 300 m<sup>2</sup> of sidewalk installation with all necessary materials: \$ \_\_\_\_\_

**5. Summary Total**

Subtotal: \$ \_\_\_\_\_

HST \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

**6. LIST OF SUB-CONTRACTORS:**

The Tenderer shall list hereunder the names and trades of all Sub-Contractors whom they propose to use under the contract (if applicable).

| SUB CONTRACTOR | ADDRESS | TRADE |
|----------------|---------|-------|
|                |         |       |
|                |         |       |
|                |         |       |

It is understood by the Tenderer that the above list of Sub-Contractors is complete and that no additions to this list will be permitted after closing date of tenders.

The Municipality of Bluewater –Tender Hamlet Sidewalk Replacement

7. **Concrete Supplier**

Specify:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

8. **PREVIOUS EXPERIENCE**

The following is a list of projects of a size and nature comparable with this Contract which have been successfully completed by us.

| LOCATION | TYPE OF CONTRACT | OWNER | AMOUNT | YEAR |
|----------|------------------|-------|--------|------|
|          |                  |       |        |      |
|          |                  |       |        |      |
|          |                  |       |        |      |

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Authorized Representative)

I, \_\_\_\_\_ am an authorized officer of \_\_\_\_\_  
(Print Name) (Company Name)

with authority to bind this company within the terms and conditions of this Tender.

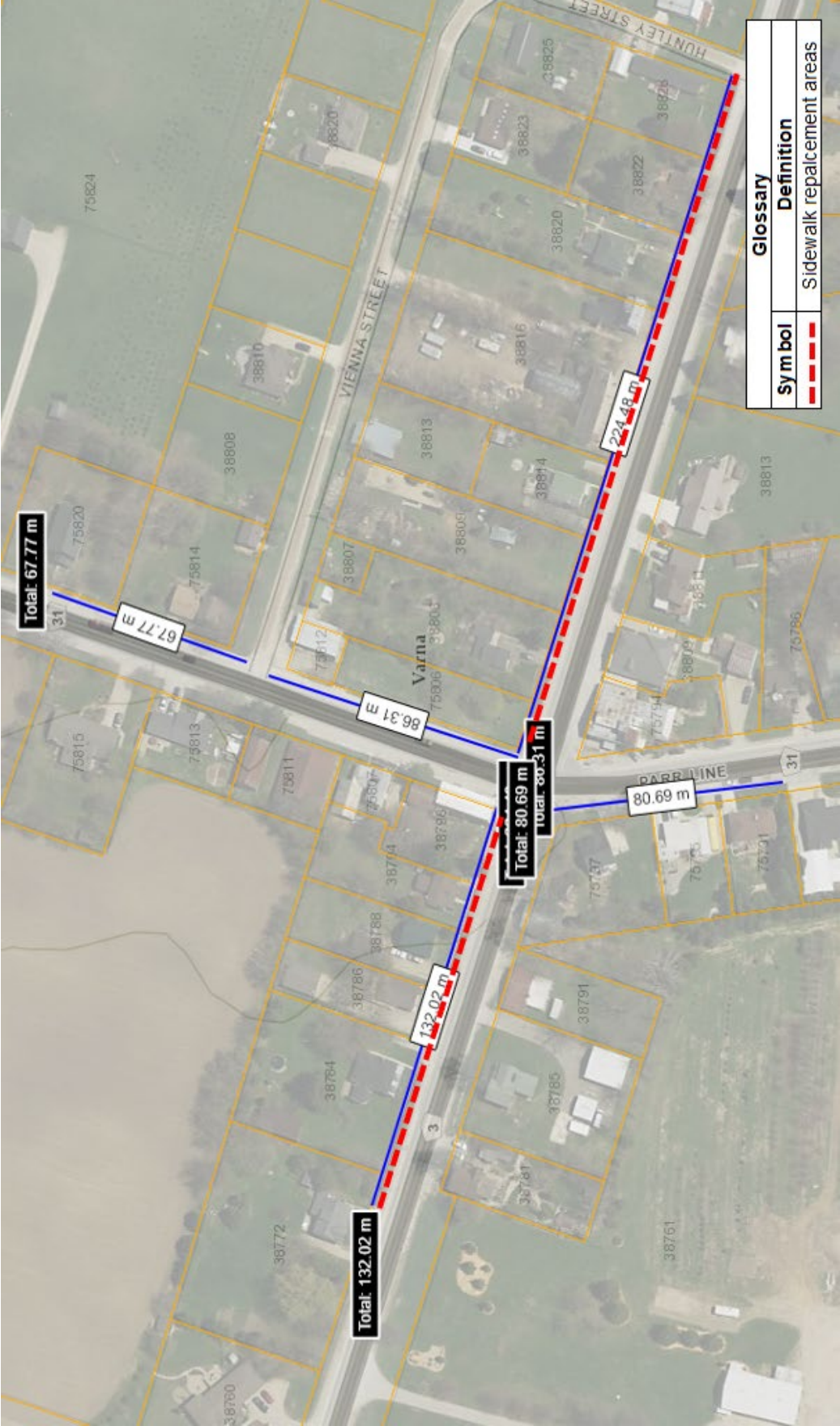
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Title) for \_\_\_\_\_  
(Company Name)

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

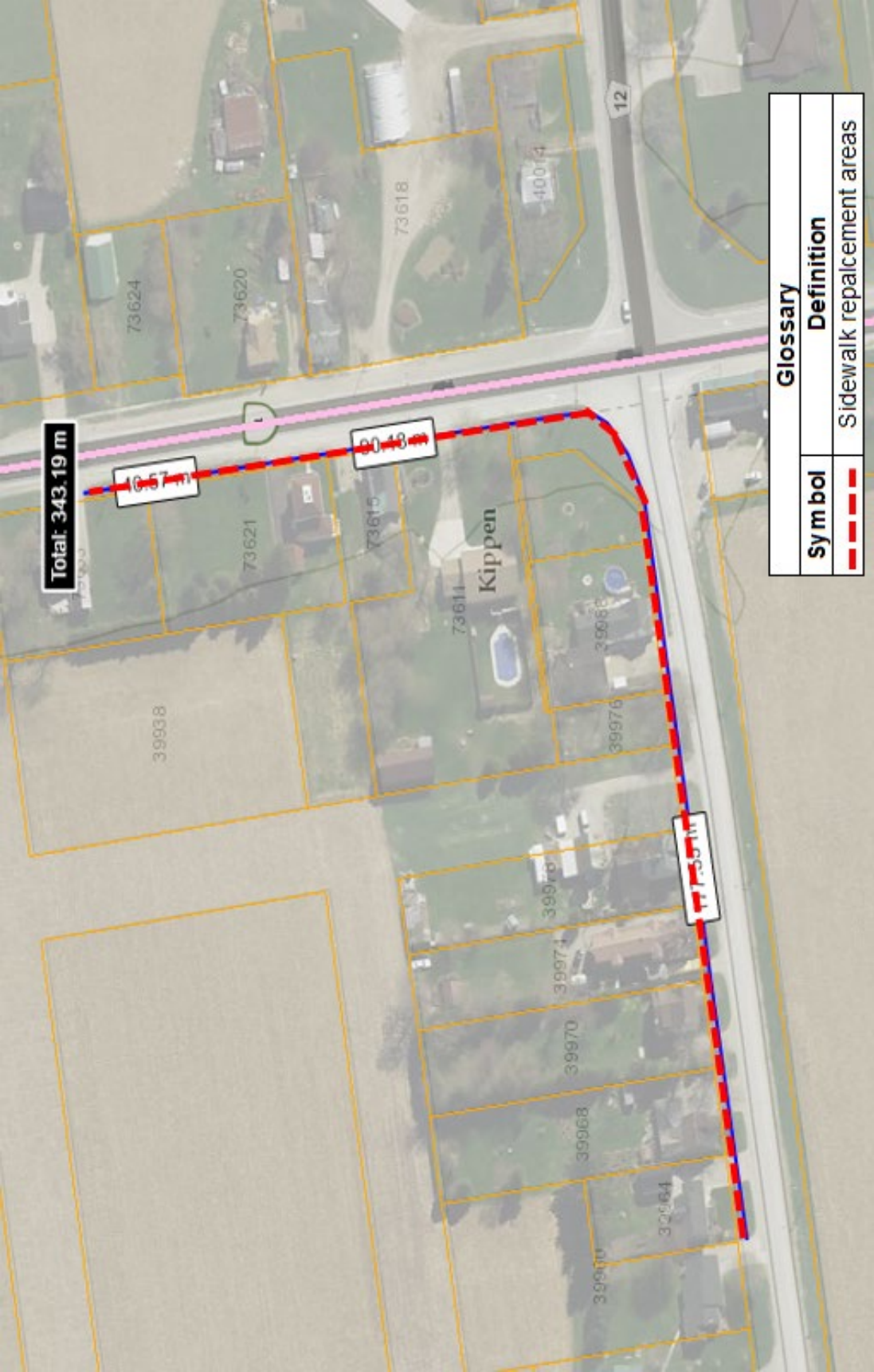
## **Appendix A: Sidewalk Replacement Maps**

Varna





Kippen



Brucefield

