



**REQUEST FOR TENDER  
PW2024-04**

The Town of Minto is requesting a tender for the following work:

**PW2024-04 CULVERT REPLACEMENTS**

Proposals must be received by 10:00 a.m.; March 27, 2024  
In a sealed package marked

**PW2024-04 CULVERT REPLACEMENTS**

Delivered to:  
Mike McIsaac, Public Works Department  
5941 Highway 89  
Harriston ON N0G 1Z0

There will be a public opening for this request for tender. Any award of the tender is subject to approval of the Town of Minto Council.

If tenders arrive after the above deadline, the Town reserves the right, entirely at its discretion, to give or not give such tender consideration.

Should a contract result from this tender the name(s) of the successful Proponent(s) will be available to anyone upon request. The staff report to Council, if applicable, may bear the name of the bidders for the project and their respective bid amount. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This document consists of a Title Page (page 1), Form of tender (page 2), Bid Document (page 6), and Bid Submission (Page 16). Bidders must review all four sections and confirm by initialing all pages that they have read and understand the contents. Please make sure all relevant forms and documents are signed and completed to ensure your bid is complete.

## Form of Tender

### **a) Definitions**

The following definitions shall apply throughout the tender:

- “Agreement” refers to the agreement between the Town of Minto and a bidder.
- “Award” refers to the selection by the Town of Minto a successful tender for the provision of the goods, services and/or supplies under this process.
- “Bidder” refers to any person or corporation participating in this tender.
- “Town” refers to Corporation of the Town of Minto.

### **b) Qualifications**

The bidder has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and/or locations of the goods, services and supplies to be provided, where applicable, and the bidder understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this tender, hereby offers to furnish all expertise, equipment, machinery, tools, apparatus, personnel, and other means of construction or production, needed to furnish all the goods, services and/or supplies, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

### **c) Instructions**

All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided, and included in a sealed envelope, or in the envelope supplied if applicable.

### **d) Warranty**

I/We the Bidder (s) hereby certify that I/we will provide the goods, services and/or supplies as outlined in this tender, and to diligently perform in accordance with the terms of this bid, upon award by the Town, without undue delay.

(Name of Firm or Individual – Bidder): \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

I have authority to bind the company.

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

**e) Process for Receipt and Opening of Tender**

- i) The Form of tender and other documents that make up the bid shall be scanned and emailed, along with any bid deposit or security outlined in the tender and delivered to the designated person outlined within the document electronically date/timed stamped and a list compiled of bids received for the provision of goods, services and/or supplies.
- ii) On the Closing Date sealed bids received and marked will be opened and the names of the bidders will be recorded by the Opening Committee at the Town of Minto Municipal Office. In some cases the gross bid amount may be read, except however such amount shall not be the final bid amount until such time as the bids have been reviewed and checked for accuracy and confirmed by the Town, at its sole discretion, as accurate.
- iii) The Opening Committee will consist of the C.A.O. or designate, Department Head responsible for the area of work requiring the goods, services and/or supplies, and staff from the Treasury Department and Clerk's Department, or designate. Unless specified otherwise, opening of the tender shall be public so that bidders recorded at the Town office may observe the opening. Following public opening, bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- iv) Unless specified otherwise the Town will not accept a response to this tender by facsimile or other electronic means.
- v) All bids must be clear and readable. Erasures, overwriting or strike-outs shall be initialed by the person signing the bid.
- vi) Late bids will not be accepted.

**f) Privilege Clause**

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a bid, or may recall the tender at a later date:

- i) When only one bid has been received;
- ii) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods, services and/or supplies;
- iii) When all bids received fail to comply with the specifications of the tender terms and conditions;
- iv) Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a bid. Award of the successful bid shall be subject to approval by the Council of the Town of Minto.

**g) Communications**

Any communications regarding this tender must be addressed to the Primary Town Contact listed on the Title Page of this document.

**h) Withdrawal or Revision of Bids**

A bidders may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time by submitting a letter requesting removal of the previously submitted bid to the Department Head responsible for the tender who will exchange the original sealed bid with the replacement sealed bid which will be marked and identified in accordance with part **e)** above. Requests made by telephone or fax will be considered. The previously submitted bid will be returned unopened to the bidder.

**i) Alterations or Variations**

No alterations or variations of the tender shall be valid or binding upon the Town of Minto unless authorized in writing or other means specified in the bid documents.

**j) Accuracy of Bid Document and Related Material**

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this document, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the bid documents other than those prepared in writing. In no event shall bidders rely on any oral statement by the Town or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

**k) Oral Explanation or Interpretation**

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the bid document

**l) Due Diligence**

Bidders are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their submission. It is the bidder`s responsibility to clarify with the Town any questions with respect to the bid documents in accordance with the procedure set out in herein before submitting a bid.

**m) Addendum**

By the issuance of a cancellation or addendum, the Town may cancel the tender, revise, delete, add to or substitute any part of the bid document, extend the Closing Date; or provide an explanation or interpretation.

**n) Tender Costs**

The Town is not responsible for any costs incurred by a bidder to prepare and submit a bid.

**o) Claims or Litigation**

The Town shall reject all bids submitted by a bidder if that bidder (or a related person, as determined by Council) is engaged in a legal action (including arbitration) with the Town unless this provision is waived by Council, in its sole and absolute discretion.

**p) Freedom of Information**

The information collected will be used solely for the purpose stated herein. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

**q) Non-Lobby**

If any employee, agent or other representative of any bidder makes any representation or solicitation to any elected representative of the Town, committee or staff member or any other officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the bid, the Town will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to Council or any Town committee.

**r) Town of Minto Purchasing By-law**

This Tender is subject to the Town of Minto's Procurement By-Law in affect at the time of the call goods, services and/or supplies.

## **Bid Document**

### **1. SUBMISSIONS**

Tenders submitted in envelopes clearly marked as to contents, will be received at the Town of Minto Administration Office  
5941 Highway 89  
Harriston, ON NOG 1Z0, until 10:00 a.m., local time on: March 27, 2024

### **2. SCOPE OF WORK**

The intent of this Tender is to retain a competent contractor to meet all necessary requirements and to perform any application of materials, equipment or other essentials needed to fulfill the Town of Minto's request for the removal and replacement of a 3000mm CSP (arch) and a 4200mm CSP (arch) including full restoration generally specified in Schedule "A" to this bid document. Schedule "A" provides project specific requirements related to this tender. Town of Minto reserves the right to add, delete or modify Schedule "A".

### **3. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

### **4. QUALIFICATIONS**

No bidder shall submit under this tender unless they have the skills, ability and qualifications to provide the goods, services and/or supplies in accordance with applicable federal or provincial law, and shall demonstrate such skills, abilities or qualifications explicitly in the tender if required to do so in the bid documents, or prior to the award if requested to do so by Town representatives at their sole discretion.

### **5. AGREEMENT**

Prior to proceeding with the work required by this proposal, the successful firm shall be required to enter into an agreement with the Town to stipulate mutually agreeable terms for providing the goods, services and/or supplies under this tender.

### **6. EVALUATION**

Bids submitted for goods, services and/or supplies under this tender shall be reviewed using the following general criteria:

- a) The Town is satisfied that such purchase represents "best value" to the Town considering requirements of its purchasing by-law and applicable policies.
- b) Bidders or suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.

### **7. APPLICABLE LAW**

This tender and any award that may develop as a result call shall be governed by and construed in accordance with the laws of the Province of Ontario.

## **8. NO TOWN OBLIGATION TO AWARD**

Publication of this tender and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town to award a contract to provide goods, services and/or supplies to any bidder. The Town may at its sole discretion award tender or split the award where such actions would be in the best interest of the municipality keeping in mind the criteria in outlined in Part 6 Evaluation.

The Town of Minto reserves the right to cancel this tender for any reason without any liability to any proponent, or to waive irregularities at their own discretion. Tenders shall be irrevocable until the Town of Minto awards a contract, or cancels this tender, whichever first occurs.

The Town of Minto reserves the right to reject any or all tender, to negotiate with any firm submitting a tender and to accept the tender deemed most favourable in the interests of the Town of Minto.

The lowest or any tender may not necessarily be accepted. The Town of Minto or its agents do not accept any responsibility for costs or expenses incurred by the Proponent in preparing the Proposal.

## **9. WSIB/INSURANCE**

In response to any requirement in any tender, or upon request, bidders shall provide to the Town proof of WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the tender.

## **10. INSURANCE**

Prior to award of any tender, or upon request, bidders shall, at their expense provide certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:

- a) \$5 million – commercial general liability. Such policy shall contain:
  - “Cross Liability” clause or endorsement.
  - An endorsement certifying the Town of Minto is added as an additional insured.
  - An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Minto.

## **11. HEALTH AND SAFETY**

The Town of Minto is serious in its application of Health and Safety protocols. Bidders are expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of any contract without financial penalty to the Town. Bidders shall provide to the Town a copy of their Health and Safety policy upon request, or a written statement that they have a Workplace Health and Safety policy in effect.

**12. ENVIRONMENT AND ENERGY EFFICIENCY**

When procuring goods, services and/or supplies, the Town of Minto supports methods that protect the environment and use energy in an efficient and affordable manner. The Town supports innovation and initiative that promotes energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance and operating costs.

**13. PAYMENT**

The Town of Minto agrees to pay for such goods, services and/or supplies provided for in this bid, once awarded, in accordance with the terms of this bid document and/or the agreement signed upon approval by Town of Minto Council.

**14. INDEMNITY**

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

**15. INQUIRIES**

For further information regarding this tender contact:

Mike McIsaac, Public Works Roads Manager

[mike@town.minto.on.ca](mailto:mike@town.minto.on.ca)



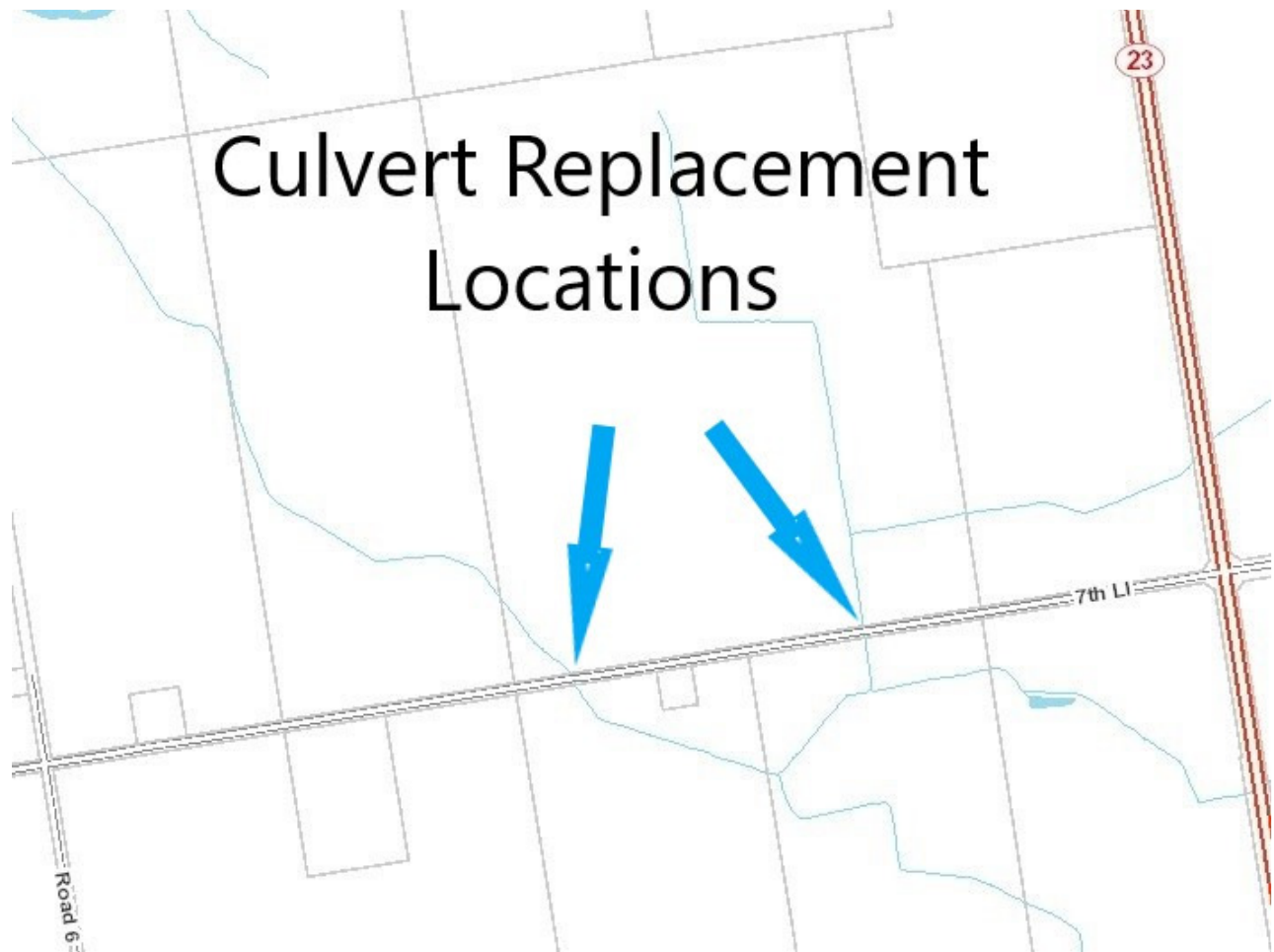
**Schedule "A"**

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>SECTION 1 – 7<sup>TH</sup> Line Culvert Replacements</b>					
1.01	Traffic Control	100 %	L.S.		
1.02	Silt Fence	20	m		
1.03	Remove and Replace 3000 mm Dia. Culvert Including Restoration	18.4	m		
1.04	Remove and Replace 4200 mm Dia Culvert Including Restoration	18.4	m		
1.05	Granular "B"	250	t		
1.06	Granular "A"	100	t		
1.07	HL4 Asphalt (60mm)	60	t		
1.08	Clean Out and Grading of Existing Ditches	24	m		
1.09	Hydraulic Seed and Mulch	80	m <sup>2</sup>		
1.10	Supply and Install Rip Rap Treatment at Pipe outlet (OPSD 810.010)	80	m <sup>2</sup>		
1.11	Supply and Install Straw Bale Check Dam (OPSD 219.180)	8	Each		
1.12	Construction Layout	100 %	L.S.		
<b>TOTAL TENDER PRICE (Excluding H.S.T.)</b>					<b>\$</b>

**\*NOTE\* REPLACEMENT CSPS (ARCH) TO BE SUPPLIED BY THE TOWN OF MINTO**

**AVAILABLE CONSTRUCTION START DATE \_\_\_\_\_**

## Site Location



**Bid Submission**

**TENDER # 2024 - 04  
CULVERT REPLACEMENT**

CONTRACTOR:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

\_\_\_\_\_

HST #: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE:\_\_\_\_\_

NAME & TITLE:\_\_\_\_\_

WSIB NUMBER\_\_\_\_\_ INSURANCE POLICY # \_\_\_\_\_

**REFERENCES**

List 2 references for which you have completed prior work.

\_\_\_\_\_

\_\_\_\_\_

We, the undersigned, declare that we have carefully examined the General Instructions and the Scope of Work. We declare that if this bid is accepted within 10 days of the date of the tender, we will execute a contract to provide all the material and perform all the work described in those documents within the project completion schedule for the sum of:

\_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_) Canadian Dollars,  
including all applicable taxes and charges, excluding HST.

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature