

THE CORPORATION OF THE  
TOWN OF ERIN



Tender 2017-12

SALT STORAGE BUILDING

## **TOWN OF ERIN**

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5684 Trafalgar Road  
Hillsburgh, Ontario N0B 1Z0  
www.erin.ca



## **ROADS DEPARTMENT**

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Tel: (519) 855-4407, Ext.227  
Fax: (519) 855-4281  
E-mail: roads@erin.ca

June 27<sup>th</sup> , 2017

The Town of Erin invites you to submit a bid for:

**One Salt Storage Building** on the enclosed form.

Prices are inclusive, with applicable HST shown separately. Quantities are estimates only and subject to change. Quantities are in metric.

Bids are due in clearly marked "**Request for Proposal 2017-12 Salt Storage Building**" envelopes, no later than 2:00 pm on July 25, 2017 at the following address:

Town of Erin  
5684 Trafalgar Road  
Hillsburgh, ON N0B1Z0

Bids received after the closing time will be rejected and returned unopened to the bidder. The Town of Erin reserves the right to dismiss any or all bids at their sole discretion. The lowest proposal will not necessarily be accepted.

Tender subject to Council approval.

For any further information, please contact the person named below.

Greg Delfosse C.E.T.  
Road Superintendent  
Town of Erin  
(519) 855-4407 ext. 227  
[greg.delfosse@erin.ca](mailto:greg.delfosse@erin.ca)

## **INFORMATION TO TENDERERS**

### **Tender Opening and Closing**

All tenders must be received on or before **July 25, 2017 at 2:00 p.m.**, in order for a tender to be received, it must be delivered by courier, in hand or by postal service, and received by an authorized representative of the Municipality at the indicated address and clearly marked as to contents.

### **Acceptance of Bids**

Unless otherwise specified in these tender documents, it is agreed that this proposal constitutes an irrevocable offer to provide the goods and/or services described herein for a period of sixty (60) calendar days from the closing date for the receipt of submissions. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the bidder, although such notice will, of course, be given as expeditiously as possible.

Acceptance will be based upon the price, configuration, timing, experience and performance record of each bidder.

Awarded Vendor will be subject to the general conditions contained herein.

### **Rejection of Bids**

Bids may be rejected for any one of the following reasons:

- (a) Bids received after the closing date.
- (b) Bids received on other than the proposal form supplied.
- (c) Bids not completed in ink or typewriter.
- (d) Incomplete bids (all items not bid).
- (e) Qualified or conditional bids.
- (f) Bids not properly signed and sealed

### **BID SHEET**

Item No.	Description	Unit Price	TOTAL
1	Salt Storage Building	\$ _____	\$ _____
		HST @ 13%	\$ _____
		TOTAL:	\$ _____

## **PROPOSAL**

The Town of Erin Roads Department is looking to construct a building for the purpose of salt storage.

The proposal is for the tenderer to submit their bid based on the building requirements outlined below. Variations will be considered based on the potential economy offered by pre-fabricated or other available opportunities.

This is meant to be a three sided building with one end fully open except for the gable end of the roof.

### **Building Requirements**

- Paved floor – designed for intended use
- Three walled frame construction designed for intended use
- Steel cladding and steel roof including snow stops all sides for the entire length of the building
- Prefinished metal eavestrough, soffit, fascia and downspouts
- Approximate footprint: 8.5m X 11m, 93.5 sq m (28' X 36', 1000 sq ft)
- 1.2m high reinforced concrete walls (concrete to be designed to meet or exceed part 4 of the Ontario Building Code)
- Engineered truss roof construction
- Top 0.6 – 1.0 metre of wall cladding to be clear or opaque fiberglass or polycarbonate sheeting for lighting purposes – all three walls
- Door height minimum 4.50m (14'8") clear
- Three electrical boxes, including wiring, to be included in the bid price including hook up to existing power supply. Fixtures to be provided by the Town of Erin. One located over entrance and two set internally. Location to be coordinated with Town staff prior to installation

**Construction**

- Interior of walls to be sheathed with exterior grade 3/4" plywood up to bottom of clear wall and treated all sides to withstand exterior conditions
- Floor to be backfilled with compacted granular A and paved with 60mm HL3
- Preliminary design drawings to be provided for review and approval by the Road Superintendent prior to developing permit application documents
- Drawings to be provided by the approved vendor for the Building Permit application as per Town of Erin Building Department requirements including, but not limited to site plan, floor plan(s), elevations and pertinent details and specifications
- Town will obtain building permit

**VENDOR'S SUBMISSION**

Provide a list of three previous similar or relevant projects:

	Project	Reference contact name and number:
i		
ii		
iii		

Proposed duration of project:

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## **GENERAL CONDITIONS**

### **1. Road Superintendent**

Means the Road Superintendent for the Town of Erin, the Council of the Municipality or any such other person as may be authorized by the Council to act on their behalf in this particular capacity.

### **2. 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 million dollars (**\$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 and such policy shall name the municipality as an additional insured thereunder 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 from or arising out of any act or omission on the part of the Contractor or any of his 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.

### **3. Regulations**

The Contractor shall abide by all acts, by-laws and regulations relative to the performance of the work. These include but are not limited to the Highway Traffic Act, the Occupational Health and Safety Act.

### **4. Payments**

Payment at the contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and material, except as otherwise provided, necessary to complete the work to the satisfaction of the Road Superintendent.

### **5. Indemnity**

The successful bidder shall indemnify and hold the Town of Erin 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.

## **6. Award of Contract**

The Corporation does not bind itself to accept the whole or any part of any tender, and in particular if only one tender is received, the Corporation of the Town of Erin reserves the right to reject it. The Town reserves the right to reject any or all of the tenders for any reason whatever and to accept any proposal if considered best for the Town's interest. The Town reserves the right to award the "Parts" of the contract individually.

The Municipality shall notify the winning contractor in writing as soon as possible.

## **7. Changes in the work**

The Road Superintendent may make changes by altering, adding to or deducting from the Work with the Contract Price and the Contract Time being adjusted accordingly.

## **8. Examination of Premises**

The Contractor will be held to have examined the premises before submitting his tender for the work and satisfied himself as to the present structural and physical condition of such portion thereof as it is the intention to repair, remove, replace or restore; also the conditions under which he will be obliged to operate or that will in any way affect the execution of the work of the contract.

## **9. Tendering Provisions**

The Tenderer shall familiarize himself with all aspects of the work including the Work Tender, the Instructions to Bidders, the General Conditions and Procedural Specifications. The Tenderer shall visit the site of the work if he feels it is necessary and shall confirm all dimensions and conditions pertinent to the work, including verification of the type of material to ensure compatibility. The Owner will accept no responsibility for the failure or negligence of a Tenderer in doing so.

## **10. Workplace Safety & Insurance Board**

The Contractor shall at all times, pay or cause to be paid, any assessment or compensation required to be paid, pursuant to the Workplace Safety & Insurance Act. The Contractor shall also be required to supply the Town with a "Certificate of Clearance" issued by the Workplace Safety & Insurance Board.

This certificate, along with the insurance certificate, must be received by the Town prior to the commencement of any works by the Contractor. Additional "Certificate of Clearance" may be requested before the release of any holdback.

## **11. Occupational Health and Safety Act**

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the contractor, by executing this contract unequivocally acknowledges that he is the 'Constructor' within the meaning of the Occupational Health and Safety Act and amendments thereto.

Contractors and subcontractors may be required to:

1. Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Municipality's health and safety policy and requirements.
2. Ensure that workers in their employ are aware of hazardous substances that may be in use at place of work and wear appropriate personal protective equipment requirements

### **12. Ministry of Labour Requirements**

Contractor shall comply with all requirements of the Ministry of Labour including, but not limited to, fair employment practices, employment standards and notices of contract as required by existing regulations or legislation in effect.

### **13. M.S.D.S. (Material Safety Data Sheet)**

The Contractor will supply the appropriate MSDS (Material Safety Data Sheet) to the Municipality upon request

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

If at any time, in the opinion of the Road Superintendent, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the contractor shall, on the direction of the Road Superintendent and at the Contractor's 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 Road Superintendent.

## **SPECIFICATIONS**

### **Scope of Work**

To supply all labour, material and equipment necessary to perform the construction of a Salt Storage Building located at the Town of Erin Roads Department yard.

### **Completion**

Time shall be of the essence of this agreement.

The successful bidder agrees to start the work on or before **October 27, 2017** and will be mutually agreed upon. Any deviation in the start date requires written approval by the Road Superintendent for the Town of Erin.

### **Definitions**

In this tender, the following definitions are specific:

***Municipality*** includes the Town of Erin that is issuing this tender and awarding a contract on behalf of a single entity or groups.

***The Road Authority*** refers to the internet information and resource body sanctioned by the Ontario Good Roads Association.

### **Documents**

The Contractor shall include a copy of the tender, completed and executed where appropriate, as the acceptable Form of Tender.

### **Liquidated Damages**

It is agreed by the parties to the contract that in case all the work called for under the contract is not finished or completed by the specified date as set forth in the Tender for Contract, or as extended in accordance with sub-section M-100, a loss or damage will be sustained by the corporation. Since it is, and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Corporation will suffer in the event of, and by reason of such delay, the parties hereto agree to, by the signing of the Tender for Contract, that the Contractor will pay the Corporation the sum of **\$500.00** as liquidated damages for each and every calendar day delay in finishing said work in excess of the specified date. It is agreed that this amount is an estimate of the actual loss or damage to the Corporation, which will accrue during that period in excess of the specified completion date.

**CONTRACTOR STATEMENT**

The Contractor has carefully examined the general conditions and specifications attached to this tender and understands the work to be done under the contract, and the contractor understands and accepts the said provisions, specifications and conditions and, for the prices set forth in this tender, hereby offers to furnish all labour, material and equipment necessary to complete the work in accordance with this tender and its provisions.

I/We (the Contractor) promise to commence work on \_\_\_\_\_ and to diligently supply the material continuously without undue delay and further promise to complete the work within \_\_\_\_\_ **working days**, and various days as required beyond those dates for continuing dust suppression and stabilization.

By: \_\_\_\_\_  
Name of Firm or Individual (Hereafter referred to as "The Contractor")

\_\_\_\_\_  
Address Postal Code

\_\_\_\_\_  
Name of Person Signing Form (Print) (Signature)

\_\_\_\_\_  
Office of Person Signing Form

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Cell Phone Number

**AGREEMENT**

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Hereinafter called the "Municipality"  
OF THE FIRST PART

- and -

hereinafter called the "Contractor"  
OF THE SECOND PART

WITNESSETH, that the party of the second part, for and in consideration of the payment or payments specified in the quotation for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Road Superintendent, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the quotation therefore, which are identified and acknowledged in the Information to Bidders, Quote Form, and Special Provisions of the Tender all of which are to be read herewith and form part of this present Agreement.

IN CONSIDERATION WHEREOF, Said party of the first part agrees to pay to the Contractor for all work done, the unit prices on the Quotation.

This agreement shall ensure to the benefit of and the binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed their names on the day first above written.

\_\_\_\_\_  
Signature of Contractor

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

**Corporation of the Town of Erin;**

\_\_\_\_\_  
Mayor – Allan Alls

\_\_\_\_\_  
CAO – Nathan Hyde

