



# **MUNICIPALITY OF SHUNIAH**

## **INVITATION TO TENDER**

### **Roadside Grass Cutting and Brushing, Various Locations**

#### **PROJECT # R 2019-13**

The Municipality of Shuniah  
Tender Number R 2019-13  
Roadside Grass Cutting & Brushing

Tenders in envelopes clearly marked as to contents, will be received at the Municipality of Shuniah Administrative Office, 420 Leslie Avenue, Thunder Bay, Ontario P7A-1X8, up to but no later than **2:00 pm on Thursday June 20<sup>th</sup>, 2019.**

For the supply and delivery of Roadside Grass Cutting and Brushing services within the Municipality of Shuniah, as described hereafter.

Inquiries regarding this tender must be made in writing to Craig Baumann, Manager of Operations, by fax to (807) 983-2946 or via e-mail at [cbaumann@shuniah.org](mailto:cbaumann@shuniah.org)

Craig Baumann  
Manager of Operations  
Municipality of Shuniah  
420 Leslie Avenue  
Thunder Bay, Ontario  
P7A-1X8

## **INSTRUCTIONS TO BIDDERS**

### **1.0 INVITATION**

#### **1.1 Intent**

- .1 The intent of this bid call is to obtain offers to perform all works required for roadside grass cutting and brushing on various municipal roads and locations, as specified for The Corporation of the Municipality of Shuniah (the "Owner"), in Shuniah Ontario for a Stipulated Price contract, in accordance with the Contract Documents.

#### **1.2 BID CALL**

- .1 Bids signed under seal, executed and dated will be received by the Owner, at the offices of,

The Corporation of the Municipality of Shuniah  
Administrative Office  
420 Leslie Avenue  
Thunder Bay, Ontario  
P7A-1X8

**Before the time of bid closing at 2:00 pm local time on the 20<sup>th</sup> day of June 2019.**

- .2 The Owner may, by addendum, extend the Bid Closing Time or any other scheduled dates relating to this Bid Call
- .3 Bids submitted after the Bid Closing Time will not be considered and will be returned to the Bidder unopened.
- .4 Bids will be opened publicly at 2:15 pm local time on the 20<sup>th</sup> day of June 2019 at the Municipal Office located at 420 Leslie Avenue.
- .5 Amendments to a submitted bid will be permitted if received by the Owner in writing prior to Bid Closing Time if endorsed by the same party or parties who signed and sealed the bid. A bid amendment shall state the amount to be added or deducted from the Bid Price.
- .6 Bids, and amendments to bids, submitted by telephone, facsimile or electronic mail will not be considered by the Owner.
- .7 A Bidder may withdraw its bid any time prior to the bid Closing Time by delivering a written notice of withdrawal to the Owner. The withdrawal will be in effect as of the time the said notice is received by the owner.

- .8 Bidders agree to prepare and submit bids at their own cost. The Owner is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Bidder or any third parties in the bid process relating to the Project. All such costs shall be the Bidders sole responsibility.

### **1.3 BASIS OF BID-UNIT PRICE**

- .1 Bids shall be on a unit price basis, without escalator clause.
- .2 The unit prices, lump sums and allowances stated in the Schedule of Prices shall form the basis of the Bid Price.
- .3 Bidders shall make entries in the Schedule of Prices in figures only.
- .4 Where, in the Owner's opinion, there is a question as to the legibility of figures entered by the Bidder, the Owner will make a determination as to legibility. The Owner may, at the Owner's sole discretion, declare as invalid and reject any bid that contains figures, which, in the Owners opinion, are illegible or open for dispute.
- .5 Extensions of unit prices and addition of unit prices, lump sums and allowances entered in the Schedule of Prices will be checked by the Owner. If arithmetical errors are discovered, the unit prices shall be considered as representing the Bidders intentions and the unit price extensions and the total amount entered in the Schedule of Prices will be corrected by the Owner to correctly extend the Unit Prices accordingly. The Bidder shall be bound to such corrected amounts.
- .6 If no unit price is stated for an item, but an extended amount is stated, a unit price determined by dividing the extended amount by the estimated quantity shall be considered as representing the Bidder's intentions.
- .7 The total amount of the bid shall be arithmetically correct sum of the arithmetically correct unit price extensions, lump sums and allowances in the Schedule of Prices.
- .8 Unless otherwise indicated, quantities specified in the Schedule of Prices are estimated quantities and shall not be considered as actual quantities of work to be performed. Subject to Contract terms, unit priced stated in the Schedule of Prices shall be applied to actual quantities of work performed as measured in accordance with the contract.

## **2.0 Contract and Bid Documents**

### **2.1 Definitions**

- .1 Contract Documents: The Contract Documents are as defined in the Contract.
- .2 Bid Documents: The Bid Documents shall consist of the Contract Documents, Instructions to Bidders, Bid Form, any Bid Form Supplements and any other information issued for the benefit of Bidders to prepare and submit a Bid.
- .3 Bid Price: The Bid Price is the monetary sum identified by the bidder in its Bid Form.
- .4 All capitalized terms, unless otherwise defined, shall have the meanings assigned to them in the general conditions included in the Contract Documents.

### **2.2 Availability**

- .1 Bid Documents are available at the office of the Owner.
- .2 Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidders shall immediately notify the Owner if the Bid Documents are incomplete or upon finding discrepancies, errors or omissions in the Bid Documents.
- .3 Bid Documents are made available only for the purpose of obtaining bids for this Project. Their use does not confer a license or grant for other purposes.

### **2.3 Queries and Addenda**

- .1 All inquiries from Bidders regarding the Bid Documents must be in writing by way of e-mail and submitted no later than two (2) business days before the date set for the receipt of bids to [cbaumann@shuniah.org](mailto:cbaumann@shuniah.org).
- .2 Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Bidders shall include all costs of all addenda in the Bid Price.
- .3 Verbal answers given by the Owner are only binding when confirmed by written addenda.

### **2.4 Unsolicited Alternatives During Bidding**

- .1 Not Applicable

### **3.0 Site Assessment**

#### **3.1 Site Examination**

- .1 Bidders shall carefully examine the Place of Work, and fully inform themselves of all existing conditions, limitations and difficulties that may arise during, or which may adversely affect, the execution of the Work. Bidders shall immediately notify the Owner of any conditions that may adversely affect the completion of the Contract.
- .2 Bidders shall include in their Bid Price all costs to complete the Work. The Owner will not consider any claims, and no amounts will be paid. For additional payment or time during the execution of the Work, or at all, for extra work, costs damages or difficulties encountered resulting from conditions which were either visible or could reasonably be inferred from an examination of the Bid Documents, the Place of Work, or adjacent surrounding public or private property prior to the Bid Closing Time.
- .3 Upon completion of site examination, Bidders shall reinstate the Place of the Work to its original condition and shall pay for any costs of repair to damaged products and systems designated to be relocated or remain.

#### **3.2 Bidders Briefings**

- .1 Not Applicable

### **4.0 Qualifications**

#### **4.1 Subcontractors**

- .1 Bidders shall submit a list of their proposed Subcontractors containing the names of all of the Subcontractors which the Bidder proposes to use to perform work under the Contract and the division or section of Contract Work to be completed by each Subcontractor.
- .2 Bidders shall ensure that all subcontractors selected and named have experience in the Subcontract work described, have submitted their Subcontract prices in strict accordance with the Bid Documents, and that they will execute their work with competence and within the required time frame.
- .3 Bidders shall ensure that all Subcontractors submitting bids shall be actively engaged in work of the type described and shall be able to show proof upon request by the Owner of previous work of similar nature performed by them.

- .4 Bidders shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.
- .5 Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of proposed Subcontractors. One Subcontractor name shall be indicated for each subcontractor category.
- .6 Bidders shall list in their list of proposed Subcontractors, all of the Subcontractors who will perform work on the Project.
- .7 No names, either of Subcontractors or "Own Forces" may be changed after submission of the list of proposed Subcontractors unless prior written approval is received from the Owner. Such approval will only be considered after receipt by the Owner of a written request for the change by the Bidder with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid with no consequences to the Owner.
- .8 The Owner reserves the right to reject a proposed Subcontractor for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor and to identify any resulting change to the Bid Price. This change can affect the status of the low bid, and may result in a different Bid becoming low.

## **5.0 Bid Submission**

### **5.1 Submissions**

- .1 Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- .2 Bidders shall submit one copy of the executed offer on the stipulated Price Bid Forms provided along with Appendix A – List of Subcontractors, signed and corporate sealed together with the required security in a closed opaque envelope which clearly identifies the Bidder's name, Project name and is addressed as follows:

CONFIDENTIAL TENDER

CONTRACT R 2019-13  
Roadside Grass Cutting & Brushing

The Corporation of the Municipality of Shuniah  
420 Leslie Avenue  
Thunder Bay, ON.  
P7A- 1X8

- .3 All Bid Forms must be fully completed, signed under seal by a duly authorized representative of the Bidder, dated and submitted in a clear and legible manner. Signatures and all other entries shall be completed in ink or shall be type written. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the Bid Forms must be filled in. All bid form supplements are to be completed and included with the bid.
- .4 Bidders shall submit the following Bid Form Supplements with the Bid Form prior to the Bid Closing Time.
  - .1 Appendix A – List of Subcontractors
- .5 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscured, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Owner, be declared informal.
- .6 Bids with Bid Forms and enclosures which are improperly prepared may, at the Owner's sole discretion be declared informal.
- .7 Bids that fail to include the Certificate of Clearance referred to in Article 6.4 Workplace Safety Insurance, below may, at the Owner's sole discretion, be declared informal.
- .8 Bids based upon an unreasonable period of time for the completion of the Work may, at the Owner's sole discretion, be declared informal.
- .9 All submitted bids and supporting documentation become the property of the Owner and will not be returned.

## **6.0 Bid Enclosures and Requirements**

### **6.1 Bid Deposit and Performance Security**

- .1 Not applicable

### **6.2 Workplace Safety Insurance**

- .1 Bidders shall provide a signed and dated Clearance Certificate issued by the provincial jurisdiction having authority for workplace safety insurance, confirming that, at the date of the bidding, the Bidder maintains an account, and is in good standing.

### **6.3 Taxes**

- .1 Bidders shall include all applicable government taxes in the Bid Price.



## **6.4 Bid Form Requirements**

- .1 The Owner requires that the Work be completed as quickly and expeditiously as possible. Consideration will be given to time of completion when the Owner is evaluating the submitted Bids.

## **6.5 Insurance**

- .1 The Contractor shall supply proof of comprehensive general liability insurance in an amount of not less than \$5,000,000.00 per occurrence and shall maintain such insurance in force for the duration of the contract with the Municipality. The Municipality of Shuniah must also be added as an additional insured and an Insurance certificate supplied to the Municipality of Shuniah prior to commencing any work.

## **6.6 Indemnification**

- .1 The Contractor shall indemnify and hold harmless the Municipality, its officers and employees from and against any and all liabilities, damages, costs, claims, suits or actions by third parties directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to destruction of tangible property caused by any acts or omissions of the Contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof.

## **7.0 Offer and Acceptance or Rejection**

### **7.1 Duration of Offer**

- .1 Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the Bid Closing Time.

### **7.2 Clarification of Bids**

- .1 The Owner may, within thirty (30) days following the Bid Closing Time, request that any Bidder clarify its Bid. Bidders shall provide a written response to any such request for clarification within five (5) working days following receipt of such a request, or within such shorter time as the Owner may require. The Owner may require any Bidder to submit additional information clarifying any matters contained in its Bid or the Owner may prepare a written interpretation of any aspect of a Bid and require the relevant Bidder's acknowledgement of the accuracy of that interpretation.

- .2 The additional information accepted by the Owner and written interpretations, which have been acknowledged by Bidders, shall be considered to form part of the Bids of those Bidders.
- .3 The right to request clarification of Bids by the Owner as provided herein is within the sole, complete and unfettered discretion of the Owner and is for the Owner's sole benefit, and may or may not be exercised by the Owner at any time and in respect to any or all Bids.
- .4 The Owner's right to request clarification of Bids as provided herein shall not in any way impose upon the Owner a requirement to clarify with a Bidder any part of the Bid, and where in the opinion of the Owner the Bid is ambiguous, incomplete, deficient or otherwise not acceptable in any aspect, the Owner may reject a Bid either before or after seeking a clarification under this section.
- .5 The seeking of clarification of a Bid by the Owner as provided herein shall not in any way oblige the Owner to enter into a Contract with that Bidder, and shall not constitute an acceptance of the Bid or any other bid.
- .6 All Bid clarifications submitted by a Bidder shall be in writing in a form satisfactory to the Owner.

### **7.3 Award/Selection of Alternatives**

- .1 Not Applicable

### **7.4 Acceptance or Rejection of Offer**

- .1 The submission of Bids does not obligate the Owner to accept any Bid or to proceed further with the Project. The Owner may, in its sole discretion, elect not to proceed with the Project in whole or in part and may elect not to accept any or all bids for any reason or to cancel the Project without any obligation whatsoever to Bidders.
- .2 Should the Owner not receive any Bids satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the Bid Documents or negotiate a Contract for the whole or any part of the Project with any of the Bidders or the lowest compliant.
- .3 Bids which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Bid Documents or are otherwise irregular in anyway may, at the sole and absolute discretion of the Owner, be declared invalid and rejected.

- .4 The Owner retains the separate right to accept or waive irregularities if, in the Owner's sole discretion, such irregularities are of minor or technical nature or, where practicable to do so, the Owner may, as a condition of bid acceptance, request a Bidder to correct a minor or technical irregularity with no change to the Bid Price.
- .5 The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Bid, shall be at the Owner's sole and absolute discretion.
- .6 The Owner reserves the right to accept or reject any or all Bids or to accept any Bid should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest Bid will not necessarily be accepted.
- .7 Bidders expressly waive any and all rights to make a claim against the Owner for any matter arising from the Owner exercising its rights as stated in these instructions to Bidders.
- .8 If notified that its Bid has been accepted by the Owner, the successful Bidder shall execute the written construction Contract identified in the Bid Documents and shall deliver same to the Owner, in duplicate, within seven (7) working days of notification by the Owner to the Bidder of the acceptance of its Bid, together with duly executed originals of the required documents:
  1. Insurance Certificates required by the Contract;
  2. Workplace Safety and Insurance Board Clearance Certificate.

**APPENDIX A**

**SUBCONTRACTORS**

Bidders shall submit a list of their proposed Subcontractors for the project as per the terms of the tender documents. The minimum list of subcontractors required to be listed and submitted under Appendix A are the following;

<b>Subcontractor Name</b>	<b>Trade, Service etc.</b>	<b>Contract Price Breakout</b>
		\$
		\$
		\$
		\$

Municipality of Shuniah  
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**STIPULATED PRICE BID FORM**

<b>Part</b>	<b>DESCRIPTION</b>	<b>Distance</b>	<b>Unit Price</b>	<b>TOTAL Price</b>
1	Roadside Grass Cutting	200 Lane KM	/km	/200km
2	Roadside Brushing	Price to be based on 80 hrs. Production Rate Area/Hr to be specified	/m <sup>2</sup> per hr	/ 80 hrs
	Harmonized Sales Tax (HST)			
	<b>Total Tendered Price</b> including all taxes and all other costs in Canadian Funds.			

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**COMPANY NAME**

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**SIGNING OFFICER'S SIGNATURE**

Municipality of Shuniah  
Tender Number R 2019-13  
Roadside Grass Cutting & Brushing

## **MUNICIPALITY OF SHUNIAH**

### **TENDER SUBMISSION FORM**

#### **TENDER #R 2019-13**

SUBMITTED BY:

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Name of Signatory*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address Continued*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*Facsimile*

Name of Insurance Company: \_\_\_\_\_

## **SUPPLEMENTARY CONDITIONS & SPECIFICATIONS**

### **1. Tender Quantities**

The quantities shown in the documents are estimates only and the Municipality reserves the right to increase or decrease quantities without affecting the tendered prices.

### **2. Competency of Bidders**

Bidders must be capable of performing the various items of work bid upon. They may be required to furnish a statement covering experience on similar work, list of machinery, plant and other equipment available for the proposed work and a statement of their financial resources as may be deemed necessary. Should the Contractor, to whom the contract is awarded, fail to commence when requested, or to carry out satisfactorily thereafter all respects, to the satisfaction of the Municipality of Shuniah, the Contractor's name shall be removed from the bidders list for future years.

### **3. Safety**

All employees working within the municipal right-of-way shall comply with the current Occupational Health and Safety Act and the Municipality of Shuniah Health and Safety Manual. In the event of a conflict OHSA takes precedent over the Municipality of Shuniah Health and Safety Manual. The successful contractor is to supply the Shuniah with a current copy of their Health and Safety Manual.

### **4. Roadside Grass Cutting**

- Area involved includes all municipal roads
- Both shoulders of each road are to be cut once
- The cutting to be performed by a sickle bar type mower attached to a rubber tired tractor. Sickle bar to have a minimum length of 2.1 meters capable of cutting 1.5 meters in width from the edge of gravel shoulder with a maximum cut height of 100 mm.

## **5. Roadside Brushing**

- Areas involved will be located within the boundaries of the Municipality of Shuniah. Specific locations to be provided after tender award.
- Brush cutting to be performed by a rotary type brushing head configured to minimize the discharge of debris onto roadway. Brushing apparatus to be side boom mounted on a rubber tired tractor, with the capability of cutting 5 meters in width from the shoulder edge, 4 meters shoulder slope and the ability to cut over and behind guard rails and bridge abutments.

## **6. Execution of Contract**

The successful bidder shall be notified in writing of the acceptance of their tender and shall be bound to execute the Contract and provide a Workers Compensation Certificate, along with proof of insurance within 10 days of notification.

## **7. Definition of Authority**

All work shall be done in strict compliance with the requirements as set out in this contract. In the event of a dispute, the Municipality of Shuniah shall have the final say.

## **8. Traffic Control - Flagging**

The contractor shall carry out all phases of the work in a manner that will create the least interference to traffic. Flagging for traffic control on this contract shall be the contractor's responsibility and be in conformance with the procedures outlined in the pamphlet entitled " Correct Methods for Traffic Control" issued by the Construction Safety Association of Ontario. The contractor shall comply with Section 67 of the current Occupational Health and Safety Act 7 Regulations.

## **9. Completion**

A starting date shall be coordinated between the Municipality and the Contractor. **The Roadside Grass cutting specified here-in to be completed no later than July 15, 2019.**



Municipality of Shuniah  
Tender Number R 2019-13  
Roadside Grass Cutting & Brushing

The Brushing specified here-in to be co-ordinated with the Municipal Public Works Manager with a completion date of no later than October 15<sup>th</sup>, 2019.

**10. Final inspection**

Final inspection with the Municipality and the Contractor to be completed prior to release of payment.