



# **CITY OF DRYDEN**

## **TENDER FOR MINOR MAINTENANCE OF MULTIPLE MUNICIPAL BRIDGES IN 2017**

T-2017-23

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## NOTICE TO BIDDERS

The City of Dryden is requesting tenders from qualified contractors for the maintenance repairs of multiple municipal bridges including all labour, equipment, fuel and materials necessary in accordance with the Tender documents.

WORK CONSISTS OF: Minor repair work on bridges and structures within the City of Dryden. The general types of repairs are as follows:

- Concrete Repairs
- Asphalt Patching
- Expansion Joint Cleaning
- Guide Rail Repair
- Drainage Improvements
- Corrosion Protection

Sealed tenders clearly marked "**TENDER T-2017-23 FOR THE MINOR MAINTENANCE OF MULTIPLE MUNICIPAL BRIDGES IN 2017**" shall be forwarded in duplicate to:

Debra Kincaid, Clerk  
City of Dryden  
30 Van Horne Avenue  
Dryden, ON  
P8N 2A7

before 3:00 p.m. local time on **Wednesday, October 18, 2017** at which time they will be opened publicly. Failure to appropriately mark the envelope as indicated may result in the rejection of the tender.

*The lowest or any tender not necessarily accepted. The City reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interest of the City in its sole and unfettered discretion. All tenders submitted to the City of Dryden become the property of the City, and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act.*

## ADDITIONAL INFORMATION

STARTING DATE: Ten (10) days within confirmation of tender acceptance.

COMPLETION DATE: December 29, 2017

It shall be the responsibility of each bidder to obtain the required engineering inspection reports detailing the work to be completed from the City of Dryden Public Works Office. Email requests for information shall be sent to:

Tyler Dziarmaga, C.E.T, rcji  
Engineering Technologist  
City of Dryden  
807-223-2367  
[tdziarmaga@dryden.ca](mailto:tdziarmaga@dryden.ca)

Colin Hawkins  
Operations Manager  
City of Dryden  
807-223-2367  
[chawkins@dryden.ca](mailto:chawkins@dryden.ca)

at which time you will be added to the recipient list to be notified of any addenda, or project updates.

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

### **1. SUBMISSION OF TENDERS**

Sealed tenders clearly marked "**TENDER T-2017-23 FOR THE MINOR MAINTENANCE OF MULTIPLE MUNICIPAL BRIDGES IN 2017**" will be accepted until 3:00 p.m. on **Wednesday, October 18, 2017**. Failure to appropriately mark the envelope may result in the rejection of the tender.

### **2. PERIOD OF CONTRACT**

All work to be completed by December 29, 2017

### **3. QUANTITIES**

The quantities shall be determined through report review and site investigations. Quantities on which payment shall be based will be measured as specified for each item of work and may be considerably more or considerably less than the estimated quantities shown.

### **4. CONTRACTOR'S LIABILITY FOR CLAIMS**

The contractor shall indemnify and save harmless the City from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which the City may incur, be put to or have to pay by reason of the neglect of the contractor in the execution of the said works or any of them or by reason of the improper or imperfect execution of the said works or any of them or by reason of the omission by the contractor to take due and proper precautions for the prevention of accidents to persons and property during or in consequence of the work or by persons and property during or in consequence of the work or by reason of any other act, default or omission of the contractor, damages, costs, charges or expenses, the contractor shall forthwith, upon demand, repay the same to the City.

The contractor shall furnish, at his own expense, an owner's protection liability and property damage insurance to protect the City against all claims for property damage and for personal injury, including accidental death, covering the contractor's operations hereunder and those of his sub-contractors and such policy shall be in the form satisfactory to the solicitors for the City and certified copies of the policies shall be lodged with the City at the time of the execution of the contract. Such policy shall cover not less than one million dollars (\$1,000,000) for injury or death to one or more persons and one million dollars (\$1,000,000) for property damage.

If the said policy shall not provide for motor vehicle third party liability the contractor will, in addition to the foregoing liability, provide a policy covering motor vehicle third party liability within the foregoing limits, insuring against risk of bodily injury and death and property damage and a certified copy of such policy shall be delivered to the City at the time of the execution of the contract.

### **5. 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 Board Act and upon failure to do so, the City may pay such assessment or compensation to the Workplace Safety & Insurance Board and shall deduct or collect such expenses. The contractor shall, at the time of entering into any contract with the City, make a Statutory Declaration that all assessments or compensations payable to the Workplace Safety & Insurance Board have been paid and the City

may, at any time during the performance or upon completion of such contract, require a further declaration that such assessments or compensations have been paid.

**6. HEALTH AND SAFETY COMPLIANCE**

The successful contractor shall be required to comply with all City of Dryden Health and Safety Procedures (Contractor Safety HR-HS-10) and sign a "Contractor Health and Safety Responsibility Agreement" form that acknowledges their awareness and responsibilities under the Occupational Health and Safety Act, Canada Labour Code and other legislation. Details can be found on the City website at [www.dryden.ca](http://www.dryden.ca) in the City Policy No. HR-HS-10 – Contractor Safety.

**7. MINISTRY OF TRANSPORTATION AND TRAFFIC LAWS.**

The successful contractor shall at all times adhere to ministry of transportation regulations and the highway traffic act.

**8. EXPERIENCE AND ABILITY OF BIDDER**

Bidders shall furnish satisfactory evidence that they have the ability and experience in this class of work and that they have sufficient capital and plant to enable them to prosecute the same successfully and to complete it in the time named in the contract.

**9. BIDDERS TO INVESTIGATE**

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer, as to actual conditions and requirements of the work.

**10. SIGNING OF THE CONTRACT**

The party to whom the contract is awarded will be required to execute the contract within ten (10) days, not including Sundays or legal holidays, from the date of mailing of the notice from the City to him according to the address given by him that the contract has been awarded. The form of agreement is included as part of these contract documents.

**11. AWARD OF CONTRACT SUBJECT TO APPROVALS**

Award of this contract is subject to all necessary approvals of the authorities concerned with the project.

**12. ADDITIONAL INFORMATION**

Should any uncertainty arise as to the proper manner of filling in blanks in these tender documents or should a bidder find any discrepancies in, or omissions from, the contract documents or should he be in doubt as to their meaning, he should notify the City Public Works Manager who may issue a written addendum. Addenda issued during the tendering period shall be allowed for by the bidder in submitting his tender.

## **GENERAL SPECIFICATIONS**

### **INTENT**

It is the intention of the specifications to describe the work and the materials required for the maintenance of multiple municipal bridges including all labour, equipment, fuel, and materials necessary in accordance with the Tender documents.

### **OPSS SPECIFICATION**

All work completed shall be done to the appropriate OPSS specification.

These specifications are amended to the extent that:

1. Where OPSS Specifications read "department" this shall read and mean the City of Dryden, unless otherwise stated in these specifications.
2. Where OPSS Specifications read "Engineer" or "Materials and Research Engineer" or "Contract Administrator" these shall read and mean the City of Dryden, Public Works Manager.
3. Specifications under this document shall take precedence over the OPSS

### **ENGINEERING AND INSPECTION REPORTS**

Engineering and Inspection Reports are available to review before bidding and contain all relevant information regarding the repairs required.

## **TERMS AND CONDITIONS OF TENDERS**

1. No person, firm or corporation other than the bidder has any interest in this tender or in the proposed contract for which this tender is made or to which it relates.
2. This tender is made by the bidder without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a tender for the same work and is in all respects fair and without collusion or fraud.
3. No officer or employee of the City will be or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever or in the supplies, work or business in connection or in any of the moneys derived there from.
4. The bidder has carefully examined the locality and sites of the proposed works as well as the form of tender, information to bidders and specifications and the bidder hereby accepts and agrees to the same as forming part and parcel of the said contract.
5. The bidder hereby tenders and offers to enter into a contract being the contract hereinbefore referred to, to supply and do all or any part of that which is set out or called for in this tender at the unit prices shown in the schedule of prices and on the terms and conditions and under the provisions set out or called for in this tender for the total contract sum hereunder stated.

The bidder also agrees that:

- (a) The awarding of the contract based on this tender by the City shall constitute and be an acceptance of this tender without communication with or any notice thereof to the bidder.
- (b) Upon being awarded the tender, contractor must supply to the City a copy of their insurance with the following sums stipulated in the general conditions:
  - Property Damage - \$1,000,000.00
  - Public Liability - \$1,000,000.00
- (c) The City of Dryden's Contractor Health and Safety Responsibility Agreement form must also be signed to ensure the contractor is aware of, and will comply with all City of Dryden policies and legislated policies concerning health and safety and environmental legislation. Details can be found on the City website at [www.dryden.ca](http://www.dryden.ca) in the City Policy No. HR-HS-10 – Contractor Safety.

## FORM OF TENDER AND CONTRACT AGREEMENT

Note: The bidder's name and business address must be inserted here and, in case of partnerships, the name and residence of each and every member of the partnership must be inserted.

Tender by \_\_\_\_\_

Mailing Address \_\_\_\_\_

Residing at \_\_\_\_\_  
(or place of business)

And \_\_\_\_\_

Residing at \_\_\_\_\_  
(or place of business)

Comprising the Firm of:

\_\_\_\_\_

or \_\_\_\_\_

a company duly incorporated under the laws of \_\_\_\_\_ hereinafter called the "bidder".

**Tender Sum of:**

\$ \_\_\_\_\_

**Total Amount of Tender in writing:**

\_\_\_\_\_

\_\_\_\_\_