

FORM OF TENDER AND AGREEMENT

INSTRUCTIONS TO TENDERERS

McCAFFREY DRAIN CULVERTS

Municipality of Dutton / Dunwich

1. Sealed tenders shall be received at the Municipal Offices on Tuesday, June 4, 2019 at 1:00p.m.  
at 199 Currie Road, DUTTON, Ontario NOL 1J0
2. **SPECIFICATIONS:** The drain shall be constructed in accordance with the Contract Drawings and Specifications for Construction of Municipal Drainage Works, dated January, 2009, consisting of the following:
  - Contract Drawings
  - General Conditions
  - Open Drain
  - Tile Drain
  - Specifications for Municipal Drains Crossing County Roads
  - Standard Drawings
3. **TENDERER TO INVESTIGATE:** The Tenderer shall examine the premises and site to compare them with the drawings and specifications in order to satisfy himself of the existing conditions and the extent of the work to be done before submission of his tender. No allowance shall subsequently be made on behalf of the Contractor by reason of any error on his part. If required, the above specifications and/or further information are available at the office of the Engineers, Spriet Associates London Limited, 155 York Street, London, Ontario N6A 1A8.

Any estimates of quantities shown or indicated on the drawings or extent of work or in the report of "neat" calculations and are provided for the convenience of the Tenderer. Any use made of these quantities by the Tenderer in calculating his tender shall be done at his own risk. The Tenderer, for his own protection, should check these quantities for accuracy.
4. **PRICES SUBMITTED:** The tender price or prices tendered in the Tender shall be in full compensation for all labour, equipment and materials and utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted therefrom which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.
5. **ACCEPTANCE:** Tenders shall be made on a lump sum basis on the forms provided. It shall be noted that any alteration of the "Form of Tender and Agreement", failure to complete the Form of Tender in full or any other requirements set out in these documents, will render the tender liable to rejection by the Municipality. Acceptance of the Tender by the Municipality shall constitute a formal and binding contract when signed by the Municipal Officials.

The Tenderer shall keep his Tender open for acceptance and irrevocable until 45 days have elapsed from the closing date of the Tender or a formal contract is executed, based on a Tender other than his own.
6. **TENDER SECURITY:** A bid deposit is required as tender security and shall equal the sum of 10% of the value included in the tender price including H.S.T. The bid deposit shall be in the form of a certified cheque payable to the Municipality. The cheque deposited by the unsuccessful Tenderers will be returned without delay.
7. **CONTRACT SECURITY:** The bid deposit of the successful Tender shall be retained by the Municipality until the contract is completed and a completion certificate is issued by the Engineer. The successful Contractor shall have the option of furnishing the Municipality with a Performance Bond to replace the bid deposit as outlined. The Performance Bond shall ensure completion of the work and maintenance of the work for a period of one year after the date of the completion certificate.
8. **TAXES:** The total contract price shall be inclusive of all applicable taxes, including Harmonized Sales Tax (H.S.T.), custom duties and excise taxes applicable with respect to the contract, and shall be paid by the Contractor unless otherwise provided by statute. The estimated amount of H.S.T. must be disclosed separately on the Form of Tender. The Municipality will pay the Contractor all amounts of the H.S.T. in respect of the project.
9. **INSURANCE:** The successful Contractor shall be required to provide insurance in accordance with Section A.12 of the General Conditions, Insurance, and within 7 days of the award of the contract and prior to commencing work
10. **CERTIFICATE OF CLEARANCE:** The successful Contractor shall provide a Certificate of Clearance from the Workplace Safety and Insurance Board within 7 days of the award of the contract and prior to commencing work, stating that all compensation has been paid.

FORM OF TENDER AND AGREEMENT

FORM OF TENDER

TO: Mayor and Council: Municipality of Dutton / Dunwich  
RE: Construction of: McCaffrey Drain Culverts

The undersigned, having carefully examined the drawings, specifications and location of the work and understanding all conditions hereby offers to enter into a contract to construct the said work for the said Municipality, complete and ready for use in accordance with drawings and specifications on file at the office of the Municipality or Engineer, which drawings and specifications form the basis of the proposal for the following prices:

To Wit: Supply of Labour, Equipment and Materials

Contract Price: \$ \_\_\_\_\_  
Plus H.S.T. 13% \$ \_\_\_\_\_  
TOTAL TENDER (including HST): \$ \_\_\_\_\_

**\*See General Notes on Drawings**

The above quantity is of a provisional nature only, exact lengths and quantities of extra work and materials to be used, if any, shall be determined by the Drainage Superintendent or Engineer at the time of construction. The Tenderer agrees that he is not entitled to payment of any part of the Contingency Allowance except for additional work carried out by him in accordance with the contract and only for the extent of such additional work.

We understand that the Municipality may accept tenders for the complete works or a portion thereof as set out above and that the lowest or any tender may not necessarily be accepted.

The Tender shall enclose the following:

- (a) A Certified cheque of \$..... representing the bid deposit as specified in the Information for Tenderers.
- (b) Signed copies of all Addendums issued on this project.

The Tender shall also complete the following section:

- (a) If awarded the Contract, the Tender agrees to commence work on or before..... and to fully complete the work on or before .....
- (b) The major equipment proposed for use on this project is .....
- (c) If an excavator is listed in (b) above, it will be used to excavate the following sections of closed drain: .....
- (d) If any work is to be sub-let, list work and the proposed sub-contractor here: .....

Provisional Items - Tributary Tile Connections:

Contractor to be paid as follows on tributary drain connections that are **not** noted on drawings:

| 100mm<br>Connections to | Total c/w<br>Coring | 150mm<br>Connections to | Total c/w<br>Coring | 200mm<br>Connections to | Total c/w<br>Coring |
|-------------------------|---------------------|-------------------------|---------------------|-------------------------|---------------------|
| 250-675                 | \$75.00             | 300-675                 | \$85.00             | 350-675                 | \$115.00            |
| 750-900                 | \$110.00            | 750-900                 | \$120.00            | 750-900                 | \$150.00            |

- The above prices include supply of up to a 3m length of tile, or tubing to make connections.
- The connections in excess of 3m shall be paid for at the rate of \$15.00/m for 100mm and 150mm dia. and \$25.00/m for 200mm dia. All the above prices include the supply of materials.

OFFERED ON BEHALF OF THE CONTRACTOR

ACCEPTED ON BEHALF OF THE MUNICIPALITY

COMPANY NAME: .....

MAYOR .....

ADDRESS: .....

CLERK .....

.....

DATE .....

Signature: .....

Date: .....

(Seal if Incorporated)

(Seal)

EXTENT OF WORK

McCAFFREY DRAIN CULVERTS

Municipality of Dutton Dunwich

Our Job No. 217212-1

May 1, 2019

MAIN DRAIN

Construct the following helical corrugated aluminized steel pipe as new laneway culverts including removal and disposal of existing structure (where applicable):

C. & S. McLeod (Roll No 3-043)

Supply & delivery of one 17 m -2000mm dia, 2.8mm thick, 125mm x 25mm cor.

\$ \_\_\_\_\_ L.S.

Removal & Installation of pipe including supply and installation of granular bedding and backfill

\$ \_\_\_\_\_ L.S.

Supply and installation of quarry stone rip-rap (12m³)

\$ \_\_\_\_\_ L.S.

T.Small (Roll No 3-077)

Supply & delivery of one 17 m -2000mm dia, 2.8mm thick, 125mm x 25mm cor.

\$ \_\_\_\_\_ L.S.

Installation of pipe including supply and installation of granular bedding and backfill

\$ \_\_\_\_\_ L.S.

Supply and installation of quarry stone rip-rap (12m³)

\$ \_\_\_\_\_ L.S.

Carl McLeod & Sons Ltd. (Roll No 3-080)

Supply & delivery of one 18 m -1500mm dia, 2.8mm thick, 125mm x 25mm cor.

\$ \_\_\_\_\_ L.S.

Installation of pipe including supply and installation of granular bedding and backfill

\$ \_\_\_\_\_ L.S.

Supply and installation of quarry stone rip-rap (10m³)

\$ \_\_\_\_\_ L.S.

NOTE: The Extent of Work is to be attached to the Tender Form.

COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTE: This "Extent of Work" form has been prepared for the convenience of the Contractor and he is to use this summary in conjunction with the plan and profile, tender form and standard specifications available from the Clerk to tender this project. In case of any inconsistency or conflict between the drawings and this "Extent of Work", the drawings shall take precedence over the "Extent of Work".