



**TOWN OF PETAWAWA**

**PUBLIC TENDER**

**Tender # CS-03-19**

## **Centennial Park/ Millennium Trail Repairs**

Sealed TENDERS, on the forms provided by the Town of Petawawa (contained herein) and clearly marked as to the contents including the TENDER reference number, will be received by the Town Clerk, until **10:00 a.m., local time, on Tuesday, September 10, 2019.**

**Inquiries regarding this TENDER shall be directed to:**

Mr. Mark Reinert  
Parks and Recreation Facilities Supervisor  
Town of Petawawa  
1111 Victoria Street  
Petawawa, ON K8H 2E6  
613-687-5678 ext.2108  
E-mail: [mreinert@petawawa.ca](mailto:mreinert@petawawa.ca)

**Important Note:**

Bidders who acquired the Tender documents electronically **must provide contact information to the Town (e-mail to [mreinert@petawawa.ca](mailto:mreinert@petawawa.ca))** in order to be placed on the distribution list and to be advised of any addenda or further information that may be issued regarding this project.

**A mandatory job showing will be held on site (Centennial Park – 18P Park Drive, Petawawa, Ont.) on Thursday August 29<sup>th</sup>, 2019 at 10:00 am.**

## **INFORMATION TO BIDDERS**

### **Tender # CS-03-19**

#### 1. Tender Invitation

The Town of Petawawa is requesting tenders for construction and landscaping services related to repairs to the main entrance trailhead located in Centennial Park and forming part of the Millennium Trail. The main entrance to Centennial Park is located at 18P Park Drive, Petawawa, Ont. This package consists of the following components:

- (a) Information to Proponents
- (b) Tender Form
- (c) Form of Irrevocable Offer
- (d) Schedule of Prices
- (e) List of References
- (f) Agreement to Bond Form
- (g) Construction drawing and specifications

#### 2. Background

Centennial Park is Petawawa's premiere community level park that showcases the Town's parks system and provides a picturesque backdrop for the Town. Home to the Millennium Trail, the park provides residents and visitors a place to recreate and enjoy Petawawa's natural beauty. The park is host to well-known events each year such as Hell or High Water and Canada Day celebrations. In the spring of 2019, the Petawawa River grossly exceeded its normal spring run-off levels and caused significant damage to many areas along its banks throughout the municipality. One of those areas was Centennial Park. Damages incurred within the park include soil erosion and significant soil displacement, undermining of asphalt paths in a number of areas, wash-out of interlock brick surfaces and park benches, damage to kiosk structures and the deposit of significant amounts of sand and gravel in various areas within the park.

#### 3. Scope of Work

**Trailhead Circle** – approx. 280 square meters in size.

- Removal and disposal of existing brick pavers.
- Supply and installation of new backfill material where required.
- Supply and installation of "A" gravel to create an 8" base.
- Supply and installation of stone dust base (3").
- Supply and installation of new brick pavers to match existing type and design.

**Trailhead Gardens** – 4 gardens at each corner of the Trailhead Circle

- Removal and disposal of granular materials and pre-existing mulch.
- Supply and installation of new brick edge where required to match previous type and layout.
- Supply and installation of new garden soil and mulch to 4 beds to match previous.

- Maintain existing plant materials where possible. Replace damaged plant materials as required.

#### **Trailhead Bench Pads (4 in total)**

- Supply and install 4 new 4' x 6' x 6" concrete park bench pads in previous locations.
- Town to dispose of old benches.
- Town to supply new benches.

#### **Trailhead Information Kiosk**

- Relocate existing wooden kiosk structure to new location near existing.
- Kiosk structure to be placed on a concrete pad (6")
- Supply and install brick base to the structure to match previous.

#### **Millennium Trail**

- Remove damaged asphalt to seven locations – approx. surface area – 10' x 358' and 8' x 14'.
- Supply and install granular "A" to fine grade.
- Supply and install 2" of HL3.
- Installation must support vehicular vehicles (maintenance trucks).

#### **Debris Removal – beach area**

- Collection and disposal of granular materials deposited in picnic and beach areas.
- Clean-up of picnic table and concrete slab to grade (currently partially buried in sand and stone).
- Backfill of large rut/ditch created by river run-off
- Supply, installation, grading of 4" topsoil to picnic area. Area to be broadcast seeded.
- Supply and installation of clean sand to beach area. Grading to pond edge.

#### **General**

- All posts, amenities, park fixtures etc. that require relocation due to the construction process must be re-installed to their original location.
- The electrical feed to the concrete pad in the picnic area must remain in place.
- Trees damaged as a result of the construction process must be replaced with original species.
- Paver stones currently on pallets in the park are to be disposed of by the contractor.
- Construction grade security fencing must be installed and maintained around the perimeter of the work area for the duration of the project.

4. Tender Schedule

The Tender process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town of Petawawa reserves the right to modify any or all dates at its sole discretion.

Release of Tender	Tuesday August 20 <sup>th</sup> , 2019.
<b>Job Showing</b>	<b>Thursday August 29<sup>th</sup> – 10:00 am</b>
Deadline for Submitting Questions	Thursday September 5 <sup>th</sup> – 4:00 pm
Deadline for Responding to Questions	Friday September 6 <sup>th</sup> – 4:00 pm
<b>Tender Closes:</b>	<b>Tuesday September 10<sup>th</sup> – 10:00 am</b>
Tender Opening:	<b>Tuesday September 10<sup>th</sup> – 10:15 am</b>

5. Job Showing

A mandatory Job Showing will take place on **Thursday August 29<sup>th</sup> at 10:00 am** at Centennial Park, 18P Park Drive in Petawawa. Proponents are asked meet in the main parking lot near the trailhead entrance to the park. The job showing will be held rain or shine.

6. Registration, Delivery and Opening

Tenders must be submitted in a sealed envelope and shall be clearly marked as to the contents including tender reference number **CS-03-19**, and addressed to:

Town Clerk  
Town of Petawawa  
1111 Victoria Street  
Petawawa, ON K8H 2E6

Tenders will be received by the Town Clerk on or before **10:00 a.m., local time, on Tuesday September 10<sup>th</sup>, 2019**. The use of the mail for delivery of a proposal will be at the risk of the proponent. Submissions sent by facsimile or email or other electronic means will **NOT** be accepted.

Tenders will be publicly opened, reviewed and analyzed by the Town Clerk at a public meeting to be held at 10:15 a.m., local time, on Tuesday September 10<sup>th</sup>, 2019, in the Council Chambers at the Municipal Office, 1111 Victoria Street, Petawawa, ON.

7. Disqualification of Proponents

Under no circumstances will tenders be considered which are received after 10:00 a.m., local time, on Tuesday September 10<sup>th</sup>, 2019.

8. Amendment and Withdrawal of Bids

Only one tender per proponent will be accepted. A proponent who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that proponent for this contract.

A Bidder may withdraw his/her tender at any time up to the official closing by submitting a letter bearing his/her signature and seal as in his/her tender to the Town Clerk, Town of Petawawa, 1111 Victoria Street, Petawawa, ON K8H 2E6. Such a submission must be received in sufficient time to be marked before 10:00 a.m. on the date for closing of the tender. The Bidder shall show his/her name and the tender reference number on the envelope containing such a letter.

9. Informal or Unbalanced Bids

All entries in the Tender Form shall be made in ink or by printer. Entries or changes made in pencil shall, unless otherwise decided by the Town, be deemed invalid or informal. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations (unless properly and clearly made and initialed by the bidder's signing officers) or irregularities of any kind, may be rejected as informal.

Tenders that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Town, may be rejected unless otherwise decided by the municipality. The Town reserves the right to waive formalities at its discretion.

**There shall be no obligation on the Town to advise any proponent of the reasons as to why any tender is rejected or to justify the rejection of any tender.**

10. Tender Form

Each Bidder shall include a completed Tender Form as found herein, together with anything further or sheets, which the proponent is instructed elsewhere herein, or in any addendum hereto, to submit with their tender. The Bidder may retain the rest of the request for tender documents issued to them.

Personal information contained in this request for tender is collected under the authority of the *Municipal Act, S.O. 2001*, as amended, and the *Municipal Freedom of Information and Protection of Privacy Act*, as amended. Questions about this collection should be directed to the Town Clerk, Town of Petawawa, 1111 Victoria Street, Petawawa, ON K8H 2E6.

The Bidder shall give the total tender price and shall fill in all blank spaces and other information requested on the Tender Form.

**Note: Tender # CS-03-19 submissions must include the following completed forms: Tender Form, Form of Irrevocable Offer, Schedule of Prices, List of References and Agreement to Bond Form (or acceptable equivalent). Failure to submit all of the abovementioned forms properly and fully completed shall render the tender null and void.**

11. Omissions, Discrepancies and Interpretations

Bidders shall not make verbal inquiries of Town staff. Should a Bidder find omissions from or discrepancies in any of the documents or should they be in doubt of as to the meaning of any part of such documents, they should notify the Town through Mr. Mark Reinert, Parks and Recreation Facilities Supervisor at 613-687-5678 ext. 2108, not later than the **Deadline for Submitting Questions - Thursday September 5<sup>th</sup> – 4:00 pm**. If the Town

considers that a correction, explanation or interpretation is necessary or desirable, it shall issue an addendum to all those who have taken out documents.

All Bidders declare that in tendering and in entering into the contract they did not and do not rely upon information furnished by the Town or any of its servants or agents other than information furnished in writing for or in connection with **Tender # CS-03-19**.

11. Right to Accept or Reject Tender

The highest or any tender will not necessarily be accepted. The Town has the right to reject any and all tenders for any reason whatsoever. The Town shall not be responsible for, and Bidders shall not be entitled to reimbursement for any liabilities costs, expenses, losses or damages incurred, sustained or suffered by any Bidder prior or subsequent to, or by reason of the acceptance or non-acceptance by the Town of any tender, or by reason of any delay in the acceptance of the tender. Tenders are subject to formal acceptance by the Town, and require a formal contract being prepared and executed.

Bidders are advised that acceptance of any tender will be done by resolution of Council. Any action taken by any Bidder in the absence of any notification is at the sole risk of the Bidder.

12. Litigation with the Town

No Tender submission will be accepted from any bidder who has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or has instituted a legal proceeding, without the prior approval of Town Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this Tender.

13. Harmonized Sales Tax (HST)

Tenders shall include applicable HST. This tax shall be shown separate from the unit price. The Bidder shall include with the executed documents, at the time of submission, on company letterhead, notification to the municipality of their HST Registration Number (if any).

14. Bid Deposit

All Bids shall be accompanied by a bid deposit in the form of a certified cheque/ bank note, made payable to "The Corporation of the Town of Petawawa", for the amount of Two Thousand and Five Hundred Dollars (\$2,500.00). Bid Deposits will be returned to the unsuccessful Bidders immediately following contract award. Failure to provide a Bid Deposit as herein requested shall render the Tender null and void.

15. Agreement to Bond

Each Tender must be accompanied by an Agreement to Bond Form (provided with this Tender) or acceptable equivalent completed by the Bonding Company.

## 16. Performance Bond and Labour and Materials Bond

When the Contract is signed, the Contractor must furnish a Performance Bond issued by the bonding company for 100% of the amount of the Tender and a Labour and Materials Payment Bond issued by the bonding company for 50% of the amount of the Tender. The contract Labour and Materials Bond must provide for a one (1) year guarantee of materials and workmanship from the date of substantial completion of the Contract. If the Contractor selected does not provide the Bonds as herein requested, the Contract will be terminated and will be awarded to the next qualified Bidder.

## 17. References

The Bidder shall be competent and capable of performing all of the various items of the work described herein. The Bidder shall complete the List of References who may be contacted by the Town, at their discretion. The Bidder may be required to furnish additional statements covering other matters including financial resources.

## 18. Agreement

Within ten (10) calendar days after being advised, the successful proponent shall execute a contract in duplicate with the Town.

## 19. Notice of Acceptance

Notice of acceptance may be made by telephone or by e-mail to the successful Bidder at the telephone or e-mail address given by the proponent. In the case of notice given by telephone, a formal written letter of acceptance will follow.

## 20. Inquiries

Bidders are advised that all inquiries shall be directed to Mr. Mark Reinert, Parks and Recreation Facilities Supervisor, at 613-687-5678 ext. 2108.

## 21. Site Examination

Bidders are required to satisfy themselves, by personal examination of the site and of the work and conditions which may be encountered on the site. The submission of a bid shall be deemed proof that the Bidder has satisfied himself/herself as to all of the provisions of the contract, all conditions which may be encountered, and what materials he/she will be required to supply, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion, and no claims will be entertained by the Town based on the assertion by the Bidder that he/she was not informed as to any of the provisions or conditions intended to be covered by the contract.

## 15. Assignment

The bidder shall not sublet or make any assignment of this Contract, nor of any part of the whole of any monies due or to become due under the provisions of this Contract without the written consent of the Town of Petawawa or monies may be withheld in the Town's sole and absolute discretion.

## 16. Specifications

- 16.1. **Tender Pricing** - Tender pricing should reflect all costs of labour, material, equipment, and services necessary to fully complete the project as specified in the Tender. The Bidder is required to complete the attached Schedule of Prices as part of their submission.
- 16.2. **Project Delivery** – The project shall be completed by November 29<sup>th</sup>, 2019. The Town will not be responsible for any additional costs related to delays caused by adverse weather.
- 16.3. **Permits** – The Bidder is to provide all required permits for the work being completed.
- 16.4. **Contractor's Staff** - Contractor's staff assigned for performance of services of this contract must have the necessary training and certification related to the performance of this contract and refresher training as per code requirements.
  - 16.4.1. All equipment and tools used by the Contractor must be maintained and certified in compliance with applicable code by Contractor (e.g. ladders, small electrical tools, etc.).
  - 16.4.2. Apprentices shall be permitted to work only under direct, on-site, supervision (at all times), of qualified Technicians.
  - 16.4.3. Where possible, all work shall be performed by staff originally assigned to this Contract.
  - 16.4.4. The Contractor shall designate a Site Supervisor, who is fully authorized on the Contractor's behalf, in dealing with the Owner on all activities related to this Contract.

## 17. Public Liability, Workplace Safety and Insurance Board, Safety Policy

- 17.1. Upon acceptance of this Tender by the Town of Petawawa, the successful bidder shall, within ten (10) days as specified of acceptance of Tender, supply the Town of Petawawa with evidence of insurance in an amount not less than five million dollars (\$5,000,000.00), inclusive of public liability and property damage, and to be complete with an endorsement naming the Town of Petawawa as an additional insured for liability with respect to this Tender, and including confirmation that there is a maximum \$5,000.00 deductible applicable to each claim under this policy. Upon award, the proponent must maintain coverage stated above throughout the contract period.
- 17.2. The Town of Petawawa will also require evidence of the successful bidder being in good standing with the Workplace Safety and Insurance Board (WSIB).
- 17.3. Note: All Independent Operators are required to indicate that they are, in fact, Independent Operators on the Tender and will be required to complete the supplied Workplace Safety and Insurance Board Worker/Independent Operator Status Questionnaire upon award. Upon award, contractors will maintain good standing as required by legislation. Effective January 1, 2013, under the *Workplace Safety*



*and Insurance Act, 1997 (WSIA), compulsory coverage under the insurance plan extended to independent operators, sole proprietors, partners and executive officers **in the construction industry**, with certain exceptions. These persons are deemed workers under the WSIA.*

- 17.4. The Town of Petawawa will further require a copy of the contractors Health and Safety Policy and a copy of their method of implementation. Under the Duties of Employer and Other Persons (Section 25 (2) (j) of the Occupational Health and Safety Act states: (2) Idem- Without limiting the strict duty imposed by subsection 1, an employer shall; (j) prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy.
- 17.5. This section of the Occupational Health and Safety Act is clear. An employer is required to have the above in place no matter how small or large a business. The Town of Petawawa requires that this information be part of the required documentation for contract award.
- 17.6. As noted above, award proponents will be required to provide proof of insurance for each year of the contract, upon expiry of existing policies. Further, proof of good standing with WSIB must be provided upon request, at minimum yearly at time of contract renewal, should the Town exercise the renewal option.
- 17.7. All work is to be conducted in such a manner as to not create unsafe conditions for Centennial Park patrons/ parks maintenance staff. The work site must be properly secured at all times during the construction period. The Contractor and its subcontractors are responsible for keeping the premises free from accumulation of waste materials or rubbish at all times. At the completion of work, the Contractor and/or its subcontractors will remove all rubbish, tools, equipment and surplus materials.

#### 18. Execute Contract

The party to whom this contract is awarded will be required to execute the contract and furnish their insurance document, Workplace Safety and Insurance Board documents, bonding certificates and Health and Safety Policy as outlined in the Tender.

#### 19. Warranty

- 19.1. The Bidder warrants that all goods to be supplied are free from defects in material, workmanship and design, suitable for the purposes implied, in compliance with all applicable specifications and free from liens or encumbrance on title. All services are performed in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields. The Proponent shall be responsible for the proper performance of the work for a period of 2 years after the date of completion. The Bidder agrees to correct promptly at no cost to the Town all defects and deficiencies in the work which appear prior to the expiration of the Warranty Period. The Bidder shall be responsible for damage costs resulting from defects or deficiencies in the work.
- 19.2. All manufacturers' warranties shall remain in effect for the full duration as provided.

## 20. Codes and Standards

All work under this contract must be completed in accordance with all appropriate requirements in Federal, Provincial and Municipal laws, statutes, regulations and by-laws, relevant to this quotation including but not limited to:

- *The Ontario Building Code, latest addition*
- *The Construction Lien Act, R.S.O 1990, c C.30.*
- *The Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 as amended including OHS Regulations specific to the work being undertaken.*
- *Workplace Safety and Insurance Act, effective January 1, 1998, as amended.*
- *The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended.*
- *ESA, as may be applicable – i.e. Permit.*
- *TSSA, as may be applicable.*



## **TENDER FORM**

### **Tender # CS-03-19**

Sealed TENDERS, on the form provided by the Town of Petawawa and clearly marked as to the contents including TENDER reference number, will be received by the Town Clerk, until **10:00 a.m., local time, on Tuesday September 10<sup>th</sup>, 2019** at:

Town Clerk  
Town of Petawawa  
1111 Victoria Street  
Petawawa, ON K8H 2E6

1. I/WE declare that no person, firm or Corporation other than the one who's signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the contract proposed to be taken.
2. I/WE further declare that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a quotation for the same work and is in all respects fair and without collusion or fraud.
3. I/WE further declare that no member of the Town Council or any officer of the Corporation for the Town of Petawawa is or will become interested directly or indirectly as a contractor in the performance of the contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived there from.
4. I/WE further declare that the several matters stated in the said Tender Bid are in all respects true.
5. I/We hereby submit the attached Tender document to satisfy the requirements as laid out by the Town of Petawawa, inclusive of Addenda No(s): \_\_\_\_\_ (as applicable).
6. I/WE further declare that I/WE have carefully examined the Information to Proponents, Construction Drawings/ Specifications, Schedule of Prices and Tender Form relating to the said contract, and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined and do hereby tender and offer to enter into a contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange and federal and provincial sales tax in effect on the date of the acceptance of the Tender, and all other charges on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit price set forth in the Tender herein as follows:

**FOR CENTENNIAL PARK/MILLENNIUM TRAIL REPAIRS**

Tender Price: \_\_\_\_\_

Applicable HST: \_\_\_\_\_

**Total Price:** \_\_\_\_\_

**Note:** Bidders are required to complete and provide the attached Schedule of Prices forming part of their tender submission. Failure to submit a completed Schedule of Prices will deem the submission incomplete and will be rejected.

7. I/We hereby agree to start work on \_\_\_\_\_ and agree that the work will be completed by \_\_\_\_\_.



**CS-03-19 Centennial Park/ Millennium Trail Repairs**

**FORM OF IRREVOCABLE OFFER**

I hereby offer the above-noted amount to complete the Centennial Park/ Millennium Trail Repairs as provided in this Tender according to the terms set out in the Information to Bidders, drawings and specifications, including the requirement to execute a formal contract acceptable to the Corporation of the Town of Petawawa within ten (10) days from the date of notification of acceptance of this tender. I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the Town of Petawawa for a period of thirty (30) days from the closing date of the receipt for tenders.

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ WITNESS \_\_\_\_\_

NAME \_\_\_\_\_ OR \_\_\_\_\_

TITLE \_\_\_\_\_ (Affix Company Seal if applicable)

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/PROV. \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX NO. \_\_\_\_\_

EMAIL \_\_\_\_\_



**Town of Petawawa  
Centennial Park/ Millennium Trail Repairs  
Tender # CS-03-19**

**Schedule of Prices**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Total</u> (excl. HST)
1	Reinstatement of Trailhead Circle (interlock pavers)	Lump sum	1	
2	Reinstatement of 4 corner gardens	Lump sum	1	
3	Installation of four (4) park bench pads	Lump sum	1	
4	Reinstatement of Trailhead Information Kiosk	Lump sum	1	
5	Reinstatement of asphalt trail sections	Lump sum	1	
6	Debris removal – beach area	Lump sum	1	
7	General requirements	Lump sum	1	
			Total Price: (excl. HST)	

## **LIST OF REFERENCES – Tender # CS-03-19**

List three (3) projects similar in scope within the last 5 years including contract dates, locations and owner's contact name (excluding Town of Petawawa contracts).

Acknowledgement of list of references from the bidder will give consent to the owner to contact the references.

1. Corporate Name:
2. Address:
3. Contact Person:
4. Phone #:
5. Email:
6. Fax #:
7. Description of Work:
8. Contract Term:

1. Corporate Name:
2. Address:
3. Contact Person:
4. Phone #:
5. Email:
6. Fax #:
7. Description of Work:
8. Contract Term:

1. Corporate Name:
2. Address:
3. Contact Person:
4. Phone #:
5. Email:
6. Fax #:
7. Description of Work:
8. Contract Term:

**Agreement to Bond**

We, the undersigned, hereby agree to become bound as Surety for

\_\_\_\_\_  
(Contractors Name and Address)

In a Bond totaling One Hundred Percent (100%) of the Contract amount, and conforming to the Instruments of the Contract for the full and due performance and maintenance of the works shown as described herein and a Bond totaling Fifty Percent (50%) of the contract amount for the faithful payment of labour and materials related to the Contract if the tender for the

**Town of Petawawa – Centennial Park/ Millennium Trail Repairs**

is accepted by the Owner.

It is a condition of this agreement that if the above mentioned Tender is accepted, application for the Bonds must be completed with the undersigned within ten (10) days of acceptance of the Tender related thereto, otherwise this agreement shall be null and void.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Company Seal

\_\_\_\_\_  
Name of Bonding Company

\_\_\_\_\_  
Signature of Authorized Person Signing for Company

\_\_\_\_\_  
Position

(Equivalent Agreement to Bond form from the Bonding Company is acceptable if this form is not used)