



THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Invites

Bid Submissions for

Tender No. PW-2023-14

To dismantle and remove surplus
Concrete & Stone located at
Fire Route 152 & Highway 124, McKellar, ON

Sealed Tenders, clearly marked
Tender – PW-2023-14
will be received by the undersigned
until 2:00 p.m.
on Thursday, August 31, 2023

Greg Gostick, Director of Operations
Township of McKellar
P.O. Box 69, 701 Hwy 124
McKellar, ON P0G 1C0
roads@mckellar.ca
(705) 389-2891

Please Note: Prior to submitting a Tender, further information may be obtained by contacting Greg Gostick at (705) 389-2891



TOWNSHIP OF MCKELLAR
TENDER PW-2023-14
DISMANTLE & REMOVE SURPLUS STONE & CONCRETE

Submission Form

Contractor: _____

Address: _____

Telephone: _____ Email: _____

Contact Person: _____

Description of Work:

The contractor will be required to provide all machinery, materials, and manpower necessary to complete all work required to remove **ALL** barn cement and stone from a collapsed barn.

The contractor will own the surplus material.

Location: Fire Route 152 & Highway 124, McKellar, ON P0G 1C0

Subtotal \$ _____

H.S.T. \$ _____

TOTAL PURCHASE PRICE: \$ _____

The contractor is required to provide the Township with proof of insurance in the amount of \$2,000,000.00, and is responsible for all issues relating to WSIB, insurance etc. for their employees with relation to this bid.

By signing below, I acknowledge that I have read and understand this Tender **PW-2023-14** and I agree to abide by the terms and conditions contained here-in.

Authorized Signature: _____

Name: _____ (Please Print or Type)

Date: _____

Witness: _____

Date: _____

*Note that this submission form is not transferable and any alteration of the Company name entered hereon will be cause for considering the proposal irregular and subsequent rejection of the Tender.

TOWNSHIP CONTACTS AND ADMINISTRATION

Any questions or any additional information contact:

Greg Gostick
Director of Operations
Township of McKellar
701 HWY 124, P.O Box 69
McKellar, Ontario P0G 1C0
Phone: (705) 389-2891
Fax: (705) 389-1244

REQUEST FOR PROPOSAL CLOSING

Date of Closing

Tender submissions can be made until August 31, 2023 at 2:00 PM. Tender submissions received after this date will not be given consideration and returned to the sender unopened. All bids must be signed by an official agent or representative of the company submitting the bid.

Package Submission Process

Tender packages shall be submitted by August 31, 2023 at 2:00 PM. in a closed and sealed envelope clearly marked as to contents "**Tender No. PW-2023-14 Barn Concrete & Stone**", to:

Ina Watkinson
Clerk Administrator
Township of McKellar
701 Highway 124
P.O Box 69
McKellar, Ontario
P0G 1C0

***Please note that the highest or any bid not necessarily accepted**



TOWNSHIP OF MCKELLAR
TENDER PW-2023-14
DISMANTLE & REMOVE SURPLUS STONE AND CONCRETE

PROJECT SUMMARY

The contractor will be required to provide all machinery, materials, and manpower necessary to complete all work required to remove **ALL** concrete, stone and foundation material from a collapsed barn.

The contractor will own the surplus material from the demolition.

This tender **does not include wood, metal, windows, etc. and contents**, please review Tender No. PW-2023-13.

PROPERTY DESCRIPTION

Collapsed barn located at the South East corner of Highway 124 and Fire Route 152.

PROPOSAL GUIDELINES

This tender represents the requirements for an open and competitive process. Bids will be accepted until August 31, 2023 at 2:00 PM local time. Any bids received after this date and time will be returned to the sender unopened. All bids must be signed by an official agent or representative of the company submitting the bid.

If the organization submitting a tender must outsource or contract any work to meet the requirements contained herein, this is solely at the cost of the proponent. Any bids which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All sales of surplus material are on a "As is, Where is" basis. Purchaser is responsible for removal of **ALL** specified material.

The purchase price shall be in Canadian funds and HST where applicable.

Proponents agree to prepare and submit bids at their own cost. The Township of McKellar is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the tender. All such costs shall be the Proponent's sole responsibility.

The successful bidder will have thirty (30) days following notification to pay the full price offered on the tender document. Failure to provide full payment within thirty (30) days will result in the offer being null and void.

Removal of any material is prohibited until the payment has been cleared. Acceptable payment methods are cash, cheque or e-transfer (admin@mckellar.ca).

PROJECT DELIVERABLES

To provide all supplies, machinery, materials, contracting and construction services necessary for the dismantling and removal of **ALL** concrete, stone and foundation material from a collapsed barn.

Wood, metal, windows, etc. and contents are NOT included.

No materials will be accepted at the Township of McKellar Transfer Station.

PROJECT SCHEDULE

Removal of **ALL** material specified in this tender must be completed by October 15, 2023.

COMPLETION DEFINITION

The work will be deemed to be complete upon final inspection by the Director of Operations. The successful bidder must ensure all specified material is removed to the satisfaction of the Director of Operations.

If material is left on site that was the responsibility of the proponent, and the Township incurs costs for its removal, the proponent will be held responsible and billed for the cost of removal and disposal.

TIME LIMITATIONS

The proponent will clearly communicate to the Director of Operations when the work will begin and an expected completion date (that is on or before October 15, 2023).

PROOF OF INSURANCE

Prior to the commencement of the work, contractors must provide the Township with proof of valid, current WSIB coverage, and liability insurance, both of which must remain valid for the duration of the work.

SUBMISSION CHECKLIST

- WSIB Certificate
- Proof of liability insurance
- Commencement and completion dates
- Tender opening form signed (sealed) by company rep.

- Project purchase price clearly specified

GENERAL TERMS & CONDITIONS

The Terms and Conditions and Form of Tender, form the entire contract between the parties, and no variations thereof, irrespective of the wording of the Bidder's acceptance, will be effective unless specifically agreed to in writing by the Clerk.

Condition of Material Offered for Sale

Bidders are deemed to have relied entirely on their own inspection at the site. All goods are offered for sale on an "AS IS, WHERE IS" basis.

There are no warranties or any representations with respect to the goods, either expressed or implied, including any implied warranties and conditions, or merchantability or fitness for a particular purpose.

Satisfaction of Bidder

The submission of a bid shall be deemed proof that the Bidder has satisfied themselves as to all the provisions and conditions of the Tender. No plea of ignorance of such provisions/conditions or failure to make all necessary examinations will be accepted as a basis for any claims, demands or actions of any nature that may be suffered by the Bidder, the Bidder's employees, subcontractors or agents, in relation to the goods including the sale, handling, removal, use, dismantling, or destruction of goods.

Terms of Payment

Payment must be received in full at the Township of McKellar Municipal Office, 701 Highway 124 McKellar, ON P0G 1C0 within thirty (30) calendar days of notification of award.

Payment must be made either by cash, cheque or e-transfer. Cheques shall be made payable to the Township of McKellar. E-transfers are sent to admin@mckellar.ca noting the Tender No. PW-2023-14.

All purchases must be paid in full before any material removal from the site. Harmonized Sales Tax (HST) will be added to the tendered price (if not already included in the bid). All sales are final.

Removal of Goods

Unless otherwise specified in the Tender Document, goods must be removed at the Bidder's expense by October 15, 2023, if not so removed, the bidder: (a) forfeits the goods and all money paid to the Township; and (b) is responsible for any deficiency and all costs (including advertising, handling and storage) associated with re-tendering the goods.

Regulation Compliance and Legislation

The successful Bidders shall ensure all activities in respect to this offering are in accordance with, and under authorization of, all appropriate requirements in Federal,

Provincial and Municipal laws, statutes, regulations, and by-laws, including but not limited to:

- The Environmental Protection Act (Ontario);
- The Occupational Health and Safety Act;
- The Canadian Environmental Protection Act;
- The Highway Traffic Act of Ontario.

Signed Bid to be Considered an Offer

The submission of a signed Tender to the Township shall be deemed to constitute an "Offer" which may be accepted, at the option of the Township, by verbal or written acknowledgement of acceptance. Upon such acceptance, the terms, conditions and specifications herein set forth shall be confirmed and binding upon the Township and the Bidder.

Indemnification

The Bidder agrees to indemnify, defend and save harmless the Township of McKellar and all Municipal Officers, employees, volunteers, servants and agents of its Boards from and against all losses, costs, damages, expenses, and claims made against the Township, resulting from or arising out of any act or omission or negligence or willful harm of the Bidder, its employees or agents, during or connected with the goods, for which the Bidder is legally responsible.

Conflict of Interest

All firms are required to disclose to the Township of McKellar prior to accepting the assignment any potential conflict of interest. If a conflict of interest does exist, the Township of McKellar may, at its discretion, withhold the assignment from the Contractor until the matter is resolved to the satisfaction of the Township. If, during the contract, a contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the Township and if a significant conflict of interest is deemed to exist by the Township, then the Contractor shall:

1. Refuse the new assignment, OR
2. Take such steps as are necessary to remove the conflict of interest.

Fraud or Bribery

Should the Contractor, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Township of McKellar, or to commit fraud against the Township of McKellar, the Township shall be at liberty to declare the tender void forthwith.