

The Corporation of the Municipality of Brockton



By-Law 2019-102

Being a By-Law to Accept a Tender from Owen King Limited for the Removal of Greenock Bridge Structure No. 0011 for the Municipality of Brockton.

Whereas the Council for the Corporation of the Municipality of Brockton Council deems it expedient to accept a tender from Owen King Limited for the removal of Greenock Bridge Structure No. 0011 for the Municipality of Brockton;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That the Council of the Corporation of the Municipality of Brockton hereby accepts the Tender of Owen King Limited in the amount of \$208,049.95 plus H.S.T. for the removal of Greenock Bridge Structure No. 0011 as described in the attached Schedule "A" to this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Municipality of Brockton, any contracts and other documents required to authorize such purchase to proceed, and to affix the corporate seal of the Municipality of Brockton.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Greenock Bridge 11 Removal Tender Acceptance By-Law".

Read, Enacted, Signed and Sealed this 10th day of September, 2019.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

**GREENOCK BRIDGE STRUCTURE NO. 0011 REMOVAL
MUNICIPALITY OF BROCKTON
CONTRACT NO. 212328-A**

FORM OF TENDER

**FORM OF TENDER
GREENOCK BRIDGE STRUCTURE NO. 0011 REMOVAL
MUNICIPALITY OF BROCKTON
CONTRACT NO. 212328-A**

Tender by OWEN KING LIMITED

a Company duly incorporated under the laws of ONTARIO

and having its head office at WALKERTON

G.S.T./H.S.T. Registration No.: R104 032 075

TO: The Municipal Council of
The Municipality of Brockton
100 Scott Street, P.O. Box 68
Walkerton, ON N0G 2V0

The Tenderer having carefully examined the locality and site of the proposed works, and all Contract Documents relating hereto, including the Form of Tender, Information to Bidders, Special Provisions, Specifications, General Conditions, Form of Agreement, Form of Contract Bond, Drawings and Addenda No. 1 to 2 * inclusive, hereby tenders and offers to enter into a Contract to construct the said works in accordance with the Contract Documents, including all applicable Federal and Provincial Sales Taxes, for the sum of:

TWO HUNDRED AND EIGHT THOUSAND AND FORTY-NINE —
Dollars

and NINETY-FIVE Cents (\$ 208 049.15) subject to such additions and deductions as may be ascertained in accordance with the Contract.

The aforesaid sum is made up as in the Schedule of Unit Prices attached hereto.

The Tenderer declares that this Tender is made without any connection, comparison of figures or arrangement with or knowledge of, any other corporation, firm or persons making a Tender for the same work and is in all respects fair and without collusion or fraud.

The Tenderer declares that no corporation, firm or person, other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made.

The Tenderer agrees to execute whatever additional or extra work, and to the deletion of any work, as may be ordered by the Engineer, in strict conformity with the Contract, and that payment for additions to the work or deletions therefrom, shall be determined in accordance with the applicable provisions of the Agreement and General Conditions of the Contract.

* The Tenderer will insert here the numbers of the Addenda received by him/her during the tendering period and taken into account by him/her in preparing his/her tender.

REVISED SCHEDULE OF UNIT PRICES

| ITEM NO. | SPEC. NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT OF MEASURE | UNIT PRICE | TOTAL AMOUNT |
|---------------------------------------------------|-------------------|-------------------------------------------------------------------------|--------------------|-----------------|---------------------|---------------------|
| PART A - GENERAL | | | | | | |
| A1 | SP | Mobilization, Demobilization, Insurance and Miscellaneous Project Costs | 100% | L.S. | 21060 ⁰⁰ | 21060 ⁰⁰ |
| A2 | OPSS 706, SP | Signage & Traffic Control | 100% | L.S. | 10131 ⁰⁰ | 10131 ⁰⁰ |
| A3 | OPSS 182, 805, SP | Environmental Protection | 100% | L.S. | 9333 ⁰⁰ | 9333 ⁰⁰ |
| A4 | OPSS 180, 201, SP | Clearing and Grubbing | 100% | L.S. | 8280 ⁰⁰ | 8280 ⁰⁰ |
| A5 | SP | Contingency Allowance | 100% | L.S. | \$ 25,000 | \$ 25,000 |
| SUB-TOTAL PART A | | | | | | 73804 ⁰⁰ |
| PART B - TURNAROUND CONSTRUCTION | | | | | | |
| B1 | OPSS 206, SP | Excavation and Grading | 100% | L.S. | 9120 ⁰⁰ | 9120 ⁰⁰ |
| B2 | OPSS 314, SP | Granular 'B' Backfill | 200 | Tonnes | 24 ⁰⁰ | 4800 ⁰⁰ |
| B3 | OPSS 314, SP | Granular 'A' Backfill | 200 | Tonnes | 2860 | 5720 ⁰⁰ |
| B4 | OPSS 802, 804, SP | Erosion Control Blanket | 160 | m ² | 8 ⁰⁰ | 1280 ⁰⁰ |
| B5 | OPSS 802, 804, SP | 100mm Topsoil and Hydro Seeding | 160 | m ² | 2310 | 3696 ⁰⁰ |
| B6 | OPSS 721, SP | Dead End Signage and Guiderail Barrier | 100% | L.S. | 2160 ⁰⁰ | 2160 ⁰⁰ |
| SUB-TOTAL PART B | | | | | | 26776 ⁰⁰ |
| PART C - EXISTING BRIDGE STRUCTURE REMOVAL | | | | | | |
| C1 | OPSS 510, SP | Existing Bridge Structure Removal | 100% | L.S. | 26910 ⁰⁰ | 26910 ⁰⁰ |
| C2 | OPSS 510, SP | Partial Removal of Abutments and Wingwalls | 100% | L.S. | 24240 ⁰⁰ | 24240 ⁰⁰ |
| C3 | OPSS 206, 902, SP | Excavation and Grading | 100% | L.S. | 6660 ⁰⁰ | 6660 ⁰⁰ |
| C4 | OPSS 511, SP | 500mm Rip-Rap with Geotextile | 230 | m ² | 70 ⁰⁰ | 16100 ⁰⁰ |
| C5 | OPSS 802, 804, SP | Erosion Control Blanket | 275 | m ² | 8 ⁰⁰ | 2200 ⁰⁰ |

| REVISED SCHEDULE OF UNIT PRICES | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------|--------------------|-----------------|-------------------|-----------------------|
| ITEM NO. | SPEC. NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT OF MEASURE | UNIT PRICE | TOTAL AMOUNT |
| C6 | OPSS 802, 804, SP | 300mm Topsoil and Hydro Seeding | 275 | m ² | 27. ⁰⁰ | 7425. ⁰⁰ |
| SUB-TOTAL PART C | | | | | | 83535. ⁰⁰ |
| TENDER SUB-TOTAL | | | | | | 184115. ⁰⁰ |
| HARMONIZED SALES TAX (HST) 13% OF TENDER SUB-TOTAL | | | | | | 23934.95 |
| TOTAL TENDER PRICE (SUB-TOTAL + HST) | | | | | | 208049.95 |
| Note: We agree that the Total Tender Price includes an Allowance for HST of \$ <u>23934.95</u> , and that this Allowance is only an estimate of the amount of HST which will be paid. The Engineer will determine the actual amount of HST to be paid. | | | | | | |
| TENDERER'S G.S.T./H.S.T. REGISTRATION NUMBER: (R <u>104032875</u>) | | | | | | |

The following item is Provisional and will be considered by the owner upon submission of tenders. This item shall not be included in the owner's determination of tender value for the work.

| | | | | | | |
|----|--------------|-------------------------------------------------------------|------|------|----------------------|----------------------|
| C7 | OPSS 510, SP | Mobilization and Demobilization of Crane (Provisional Item) | 100% | L.S. | 40194. ⁰⁰ | 40194. ⁰⁰ |
|----|--------------|-------------------------------------------------------------|------|------|----------------------|----------------------|

SP = Special Provisions

The Tenderer agrees that this Tender is subject to a formal Contract being prepared and executed.

The Tenderer agrees that this Tender will remain open to acceptance and the prices herein tendered will remain firm and unchanged for a period of sixty (60) days after the opening of Tenders and the Owner may at any time within this period, accept this Tender whether any other Tender has been previously accepted or not.

A tender deposit consisting of a Certified Cheque or Bid Bond in the amount of Fifteen Thousand Dollars (\$15,000.00), made payable to the Municipality of Brockton is attached. The Tenderer agrees that the tender deposit may be used in whole, or in part, by and at the discretion of the Owner if the Tenderer fails to enter into a Contract for this work when notified.

The Tenderer agrees to construct the works completely by Friday, November 1, 2019 stipulated in Article II of the Agreement and as detailed in parts D and E of the Information to Bidders. The Tenderer agrees to commence construction within 10 days of acceptance of their tender.

The Tenderer declares that
The Guarantee Company of North America
(Name of Bonding Company)

is willing to become bound with the Tender in amounts equal to one hundred percent (100%) of the total tendered price for the due performance and fulfilment of the said Contract and one hundred percent (100%) of the total tendered price for the due payment of all accounts arising out of said Contract and all other matters or things contained therein or in this Tender or in the said Specifications, Special Provisions or General Conditions.

The Tenderer agrees that the amount of \$25,000.00 is provided for under Item No. A5 solely as a Contingency Fund for the convenience of accounting by the Owner. The Tenderer agrees that there shall be no payment thereof except for extra or additional work carried out in accordance with the Contract and only to the extent of such work or additional work.

The Tenderer declares that he/she has completed the attached statement listing Subcontractors to be used.

Dated at WALKERSON this 5th day of SEPTEMBER 2019.

SIGNATURE OF TENDERER

OWEN KING LIMITED
PER R. O'King

NOTE: The Tender must be signed in the name of the tendering Company by the duly authorized offices and the Corporate seal must be affixed.

LIST OF SUBCONTRACTORS

The Tenderer shall name and list all Subcontractors used in making their Tender stating the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

CONTRACTOR: OWEN KING LIMITED

| NAME OF SUBCONTRACTOR | ADDRESS | EXTENT OF WORK |
|--------------------------|----------|----------------|
| ELLIOTT FENCE | GODERICH | BOARD RAIL |

NOTE: Employment of Subcontractors not included on this list will be prohibited unless authorized in writing by the Engineer.

ADDENDUM NO. 2

**TENDER # 212328-A
GREENOCK BRIDGE STRUCTURE NO. 011 REMOVAL
THE MUNICIPALITY OF BROCKTON
SEPTEMBER 5, 2019**

Note that this addendum is to be considered part of the above noted project as though included with the original version. This addendum does **NOT** affect the closing date/time.

1. The following clarification has been removed from Addendum No. 1:

"2. All Tenderers shall be aware that Tender submissions shall be evaluated based on the total Tender price (sub-total + HST) which includes Provisional Item No. C7."

And has been replaced with the following:

All Tenderers shall be aware that Tender submissions shall be evaluated based on the total Tender price (sub-total + HST) which excludes Provisional Item No. C7. The sub-total price for Part C of the Contract will no longer include item No. C7. However, costs for both items shall be included in all Tender submissions. A revised Schedule of Unit Prices has been attached to this Addendum and must be submitted with all Tender submissions.

The decision regarding which removal method will be selected for the project (Item No. C1 or Item No. C7) shall be based on the discretion of the Design Engineer and Municipality of Brockton.

Please sign and return this Addendum with your submission.

Issued by,

GM BLUEPLAN ENGINEERING LIMITED

Per:



Jesse Borges, E.I.T.

OWEN KING LIMITED

PER 
Contractor

ADDENDUM NO. 1

**TENDER # 212328-A
GREENOCK BRIDGE STRUCTURE NO. 011 REMOVAL
THE MUNICIPALITY OF BROCKTON
SEPTEMBER 4, 2019**

Note that this addendum is to be considered part of the above noted project as though included with the original version. This addendum does **NOT** affect the closing date/time.

1. All Tenders shall be aware that the closing date for the Tender has been revised to **Friday, September 6, 2019 by 11:00am.**
2. All Tenders shall be aware that Tender submissions shall be evaluated based on the total Tender price (sub-total + HST) which includes Provisional Item No. C7.
3. The estimated overall weight of the bridge superstructure excluding the timber deck is approximately 18 tonnes. The weight of the superstructure includes all trusses, floor beams, stringers and cross bracing members. The timber deck must be removed prior to the removal or lifting of the bridge superstructure. The Contractor will be responsible for verifying the weight of the bridge superstructure prior to the mobilization of any cranes on site.
4. It is the responsibility of the Tenders to propose the appropriate removal method and sequence in order to complete the work included in Item No. C7. If required, the bridge can be removed with multiple cranes and/or in multiple segments as long as no in-water work is completed. No temporary supports shall be permitted in the watercourse to complete the work.

Please sign and return this Addendum with your submission.

Issued by,

GM BLUEPLAN ENGINEERING LIMITED

Per:



Jesse Borges, E.I.T.

OWEN KING LIMITED

PER 

Contractor