

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2019 - 56

Being a By-law to award Tender 2019-10 Miller Road Bridge #18 Replacement

WHEREAS Section 10 of the *Municipal Elections Act, 1996, S.O. 1996, c.32*, as amended, authorizes municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS, the Municipality of Magnetawan issued a Tender for Miller Road Bridge #18 Replacement;

AND WHEREAS, the Municipality of Magnetawan evaluated the proposals, with the proposal from Beam Construction scoring highest, with a total price of \$402,455.63 plus HST;

NOW THEREFORE, the Council of the Corporation of the Municipality of Magnetawan enacts as follows:


1. **THAT** Tender 2019-10 be awarded to Beam Construction for the Miller Road Bridge #18 Replacement in the amount of \$402,455.63 plus HST.
2. **THAT** this By-law and proposal from Beam Construction shall form an agreement between Magnetawan and Beam Construction.
3. **THAT** this By-law shall come into force and effect on the date of its passing.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 18th day of September, 2019.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

TENDER FORM

Tender No. 19-1474

PROJECT DESCRIPTION

Miller Road Bridge #18 Replacement

PROJECT LOCATION

Miller Road approximately 4 km North of Highway 124

OWNER

THE MUNICIPALITY OF MAGNETAWAN

TENDERER

BEAM CONSTRUCTION (1984) CO. LTD.
Contractor's Name

10 TREELAWN BLVD
Contractor's Address

PERTH, ONTARIO K7H 3L9
City Province Postal Code

416-347-0102 0
Telephone Number Facsimile Number

[Signature]
Authorized Signature

GENERAL MANAGER
Position of Signer

TENDERS RECEIVED BY

The Municipality of Magnetawan
4304 Highway 520
Magnetawan, Ontario
P0A 1P0

TO: Chair and Members of the Tendering Committee, The Municipality of Magnetawan

SIRS: The Contractor has carefully examined the Provisions, Plans, Specifications and Conditions referred to in the Schedule of Tender Data attached hereto as part of the work to be done under this Contract. The Contractor also understands and accepts the said Provisions, Plans, Specifications and Conditions and hereby states that the prices set forth in this tender include full compensation to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions referred to in the said Schedule.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if found not to be required.

In tendering for the work, each bidder acknowledges, agrees, undertakes, represents and warrants to abide by the terms of the Information to Tenderers.

Attached to this tender, is an agreement to bond, duly executed by the Contractor and the Surety, to provide bonds as set out in the Information to Tenderers.

Attached to this tender, is a certified cheque, bid bond, bank draft or money order for the sum of 10% OF THE VALUE OF THE TENDER SUBMISSION

payable to The Municipality of Magnetawan, which meets or is greater than the tender minimum deposit required.

This cheque shall constitute a deposit which shall be forfeited to the Owner, if the successful Contractor fails to file with the Owner, an executed tender document, a certificate of insurance in the amount specified, a Workplace Safety & Insurance Board Clearance Certificate, satisfactory to the Owner, a 100% Performance Bond and a Labour & Material Payment Bond, within 10 days from the date of receipt of Notice of Acceptance of the Tender.

Notification of Acceptance may be given and delivery of the Form of Agreement made by prepaid post, addressed to the Contractor at the address contained in this Tender.

TENDER FORM

STATEMENT "A" - TENDERER'S EXPERIENCE

As an integral part of this tender, the tenderer shall list here their experience in work of a similar nature to that being tendered, which they have successfully completed.

<u>Year</u>	<u>Description of Contract</u>	<u>Owner</u>	<u>Value</u>	<u>Contact Person</u>	<u>Telephone No.</u>
2019	SHAW BRIDGE	MISSISSIPPI MILLS	300K	CORY SMITH	613-913-6857
2018	COCHRAN BRIDGE	"	800K	"	"
2017	NUGENT BRIDGE	"	750K	"	"
2016	CONC. 6 BRIDGE	"	700K	"	"
2015	BOAL BRIDGE	"	500K	"	"

STATEMENT "B" - TENDERER'S SENIOR STAFF

As an integral part of this tender, the tenderer shall list senior supervisory staff with a summary of the experience of each.

<u>Name</u>	<u>Position</u>	<u>Qualifications and Experience</u>
MIREK SAMBORSKI	PROJECT MANAGER	28 YEARS EXP.
TROY FLOWERS	SUPER	19 " "
BRENT EASTON	SUPER	26 " "

STATEMENT "C" - PROPOSED CONSTRUCTION PLANT

As an integral part of this tender, the Tenderer shall provide below, a statement giving the description of the construction plant they proposes to use, the plant they have available or under control, the plant to be rented and the plant to be purchased.

Plant Available Plant to be Rented Plant to be Purchased

SMALL TOOLS, COMPRESSOR
ROCK DRILLS

TENDER FORM

STATEMENT "D" - LIST OF PROPOSED SUB-CONTRACTORS

As an integral part of this tender, the Tenderer shall provide below, the name of each sub-contractor nominated to perform work under this tender. No sub-contractor may be substituted without written consent of the owner. Only one name shall be shown for each Sub-Trade. If the Tenderer proposes to carry out such work them self, it shall be so entered. In no case shall the total of work sub-contracted exceed the maximum allowed in the contract, if so specified.

<u>Sub-Trade</u>	<u>Proposed Sub-Contractor</u>	<u>Percentage of Contract</u>
	LASSARD BRIDGE HAWK RIVER CONSTRUCTION PENINSULA RAIL	

STATEMENT "E" - ADDENDA

As an integral part of this tender, the Tenderer shall complete below a statement giving the number and date of all addenda used in preparing this bid. If no addenda were issued the words "Not Applicable" shall be entered below. Failure to complete this statement and include all addenda shall result in the bid being declared informal.

<u>Addendum Number</u>	<u>Addendum Date</u>
ADDENDUM #1	SEPT 9/19
#2	"
#3	"

STATEMENT "F" - TAX COMPLIANCE DECLARATION

I/We hereby certify that BEAM CONSTRUCTION (1984) CO. LTD. (legal name of company), at the time of submitting this bid, is in full compliance with all tax statutes administered by the Ministry of Finance of Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

SCHEDULE OF PRICES

CONTRACT NO. 19-1474

SECTION 1 – CONSTRUCTION WORK

TOTAL PRICE – SECTION 1

\$ 395,205.63

SECTION 2 – PERFORMANCE SECURITIES (PROVISIONAL)

Provide and Maintain Throughout the Contract
Period a 100% Performance Bond

\$ 3750-

Provide and Maintain Throughout the Contract
Period a 100% Labour & Material Payment Bond

\$ 3500-

TOTAL PRICE – SECTION 2

\$ 7250-

TOTAL TENDER PRICE (SECTION 1 + SECTION 2)

\$ 402,455.63

SCHEDULE OF UNIT PRICES FOR CONTRACT NO. 19-1474

The Contractor hereby states that the following unit prices shall constitute full compensation for the works specified under Contract No. 19-1474:

Item No.	Spec. No.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
SECTION 1 - CONSTRUCTION WORK						
1.1	SS	Mobilization/Demobilization	1	LS	\$ -	\$37,500-
1.2	OPSS 706, SS	Traffic Control, Detour Signage & Project Signage	1	LS	\$ -	\$ 4,375-
1.3	OPSS M182, SS	Environmental Protection	1	LS	\$ -	\$ 6,875-
1.4	OPSS M180, M491, M510 SS	Removals/Excavation	1	LS	\$ -	\$ 38,750-
1.5	OPSS M805, M518	Sandbag cofferdam (provisional)	1	LS	\$ -	\$ 5,000-
1.6	OPSS M501, M904, M905	Concrete/Reinforcing Steel in Footings	16	m ³	\$ 1875-	\$ 30,000-
1.7	OPSS M904, M905, M922	Concrete/Reinforcing Steel in Abutments and Wingwalls	40	m ³	\$ 2500-	\$ 100,000-
1.8	SS	Bearings (continuous)	2	each	\$1875-	\$ 3750-
1.9	SS	Supply and Install Superstructure	1	LS	\$ -	\$98,750-
1.10	OPSS M511	Rip-rap slope protection (including geotextile)	55	m ²	\$187.50	\$10,312.50
1.11	OPSS M501, 902, 1001, 1010	Granular B	420	tonne	\$ 43.75	\$ 18375-
1.12	OPSS 902, 1001, 1010	Granular A	70	tonne	\$50.00	\$ 3500-
1.13	OPSD M721	Approach Guiderail	50.3	m	\$268.75	\$13,518.13
1.14	OPSD 723	Approach Guiderail Energy Attenuator	4	each	\$6125-	\$24,500.00
Sub Total Price - Section 1 (Carry to Page 5)						\$ 395,205.63

SECTION 2 – PERFORMANCE SECURITIES (PROVISIONAL)						
2.1	SP	100% Performance Bond	1	LS	\$ —	\$ 3750 —
2.2	SP	100% Labour & Material Payment Bond	1	LS	\$ —	\$ 3500 —
Sub Total Price – Section 2 (Carry to Page 5)						\$ 7250 —



Travelers Insurance Company of Canada
20 Queen Street West, Suite 200
P.O. Box #5
Toronto, Ontario Canada M5H 3R3
www.travelerscanada.ca

SURETY'S CONSENT

Date: September 5, 2019

Number: 100012789-12

WHEREAS BEAM CONSTRUCTION (1984) CO. LTD., hereafter called the Principal, has submitted a written tender to MUNICIPALITY OF MAGNETAWAN hereafter called the Obligee, dated the 9TH day of **SEPTEMBER, 2019**, concerning:

**MILLER ROAD BRIDGE #18 REPLACEMENT
CONTRACT NO. 19-1474**

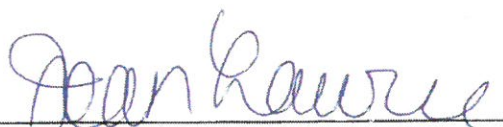
therefore, the condition of this obligation is such that if the Principal shall have its tender accepted within **THIRTY (30)** days from the closing date stipulated in Obligee's tender call,

we **TRAVELERS INSURANCE COMPANY OF CANADA**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of **Ontario** as surety, hereafter called the Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

- 1. a contract performance bond of **(100%)** of the contract price not exceeding the maximum sum of:
ONE HUNDRED PERCENT OF THE CONTRACT AMOUNT.....(100%)
- 2. a labour & material bond of **(100%)** of the contract price not exceeding the maximum sum of:
ONE HUNDRED PERCENT OF THE CONTRACT AMOUNT.....(100%)

Provided, however, this consent shall be null and void unless an application for such bond(s) is delivered to the Surety by the Principal within thirty (30) days following the date the contract is awarded to the Principal or executed by the Principal, whichever is earlier.

TRAVELERS INSURANCE COMPANY OF CANADA



JOAN LAWRIE, Attorney-in-Fact

TENDER FORM

GUARANTEED MAINTENANCE

The issuing of the final payment shall not relieve the Contractor from responsibility for faulty material or workmanship appearing in the work within (1) one year from the date of acceptance of the work by the Contract Administrator.

The Contractor guarantees that the said work shall remain in such condition as will meet with the approval of the Contract Administrator and that they will, upon being required by the Contract Administrator, make good in a permanent manner, any imperfections therein due to materials or workmanship used in the construction thereof.

In the first instance the Contract Administrator shall decide the nature and cause of such imperfections and the necessity for remedying the same. Should the Contractor fail to comply with the directions to correct such deficiencies, the Contract Administrator, after giving the Contractor 12 hours written notice or such other reasonable time as approved, perform the necessary work, and the cost thereof shall be borne by the Contractor or their Surety.

TENDER FORM

SCHEDULE OF TENDER DATA

The work specified in the Contract shall be performed in strict accordance with the following schedule:

<u>SECTION</u>	<u>PAGE NO.</u>
Information to Tenderers	1-7
Tender Form	1-9
Tenderer's Experience/Senior Staff/Plant	3
Sub-Contractors/Addenda/Tax Declaration	4
Itemized Bid	5-6
Agreement to Bond	7
Guaranteed Maintenance	8
Schedule of Tender Data	9
Agreement	2-4 of 17
Supplementary General Conditions	1-17
Special Provisions	1-10
Supplementary Specifications	1-7
Drawings	1-4

STANDARD SPECIFICATIONS & GENERAL CONDITIONS

It shall be the Contractor's Responsibility to obtain the Ontario Provincial Standards Drawings and Specifications Indicated in the contract document.

Performance Dates

The required performance dates for the works specified in the contract are as follows:

Substantial Completion: December 15, 2019
Total Completion: December 31, 2019

The Contractor hereby states that the foregoing unit prices shall constitute full compensation for the work specified under Contract No. **19-1474**.

DATED AT PERTH SEPT. 9/19 THIS 9 DAY OF SEPT. 2019.
Witness _____ Signature Alex Samborski
Position GENERAL MANAGER

CONTRACT FORMS

CONTRACT FORMS

INTENT OF THESE FORMS

The contents of this Section are for the Tenderer's Information only and need not be completed for tendering.



Travelers Insurance Company of Canada
20 Queen Street West, Suite 200
P.O. Box #5
Toronto, Ontario Canada M5H 3R3
www.travelerscanada.ca

Standard Construction Document

BID BOND

CCDC 220 - 2002

No. 100012789-12

Bond Amount: TEN PERCENT (10%)

BEAM CONSTRUCTION (1984) CO. LTD. as Principal, hereinafter called the Principal, and TRAVELERS INSURANCE COMPANY OF CANADA a corporation created and existing under the laws of CANADA and duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called the Surety, are held and firmly bound unto MUNICIPALITY OF MAGNETAWAN as Obligee, hereinafter called the Obligee, in the amount of TEN PERCENT OF THE AMOUNT OF TENDER-----XX/100 Dollars (10%) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated the 9TH day of SEPTEMBER, in the year 2019 for

**MILLER ROAD BRIDGE #18 REPLACEMENT
CONTRACT NO. 19-1474**

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within THIRTY (30) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 5TH day of SEPTEMBER, in the year 2019.

SIGNED and SEALED

in the presence of

BEAM CONSTRUCTION (1984) CO. LTD.

Principal

Mirek Samborski
Signature

MIREK SAMBORSKI
Name of person signing

TRAVELERS INSURANCE COMPANY OF CANADA

Surety

Joan Lawrie
Signature

JOAN LAWRIE, Attorney-in-Fact
Name of person signing



Copyright 2002

Canadian Construction Documents Committee

(CCDC 220 - 2002 has been approved by the Surety Association of Canada)

ADDENDUM No. 1

**Municipality of Magnetawan
Miller Road Bridge # 18 Replacement
Contract No. 19-1474**

Q1:

The tender delivery address in the "Information to tenderers" is different than the address in the "tender envelop label". Please clarify which one to use.

A1:

Correct address is 4304 Hwy 520 Magnetawan Ontario P0A 1P0. Bidders shall replace the tender envelope label with the attached label

Q2:

Do I need to register as a plan taker with the Municipality to be able to bid this tender

A2:

No

Q3

Advise on how to receive future addendums


A3

Addendums will be posted to the Municipalities website. It is up to the Bidder to check for future addendums

Bidders shall sign and submit all addendum with their bid submissions package

Company Name: BEAM CONSTRUCTION (1984) CO. LTD.

Received by (PRINT NAME): MIREK SAMBORSKI

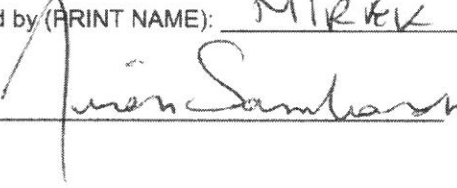
Signed:  Date: SEPT 9/19

19-1474 Addendum #1

Bidders shall sign and submit all addendum with their bid submissions package

Company Name: BEAM CONSTRUCTION (1984) CO. LTD.

Received by (PRINT NAME): MIRZEK SAMBORSKI

Signed:  Date: SEPT. 9/19

19-1474 Addendum #2

ADDENDUM No. 3

**Municipality of Magnetawan
Miller Road Bridge # 18 Replacement
Contract No. 19-1474**

Clarifications

- *Continuous elastomeric bearing pad overall length = 4.674m (15'-4")*
- *Post pocket extensions to be installed on the bridge and included in the purchase price*
- *Bridge is to be a standard 40' x 15'-4" Lessard, location of abutments to suit, Contract Drawings will be issued for Construction reflecting these dimensions.*
- *Expansion joint/ballast wall to receive armouring per the attached.*

Bidders shall sign and submit all addendum with their bid submissions package

Company Name: BEAM CONSTRUCTION (1984) CO. LTD.

Received by (PRINT NAME): MIREK SAMBORSKI

Signed:  Date: SEPT. 9 / 19

19-1474 Addendum #3