



TOWN OF SHELBURNE

REQUEST FOR TENDERS

Water Treatment Plant Drying Bed

Town of Shelburne
P.O. Box 670
168 Water St
Shelburne, NS B0T 1W0

Call for Proposals: February 9th, 2023.
Closing Date: February 23rd, 2023 (2:00 pm)

INFORMATION TO BIDDERS

1. Scope of Proposals:

The Town of Shelburne is requesting proposals from experienced vendors to construct a drying bed for the water treatment facility at Rodney Lake, Shelburne, NS. All work is to be done in accordance with the Terms of Reference provided later in this document.

This complete tender document includes a form of agreement, bid sheet (tender form) and engineering plans.

2. Questions & Clarifications:

It is the Proponent's responsibility to clarify any details in question not mentioned in this document prior to submitting their Tender.

Questions relating to this tender must be received by February 16th, 2023, before 4:00 p.m. and can be e-mailed to the attention of Bob Funke, ARFunke Engineering (bfunke@arfunke.ca).

Responses to all questions will be shared with all proponents via the website to ensure a level playing field for all proponents. Questions received after this date and time will not receive a response.

Questions will be answered within forty-eight (48) hours of receipt (weekends excepted). A clarification does not form part of the Tender document.

Any modifications to the document will be in the form of an addendum which will be issued to all proponents and provided on the website at least twenty-four (24) prior to the closing date. No changes will be made during the final twenty-four (24) hours.

3. Delivery and Closing Date for Proposals:

Any change notices, appendices and addenda issued for this Request for Tender shall be considered part of this tender document.

The tender is to be submitted in a sealed envelope clearly marked with the tender name, number and directed to the attention of the appropriate contact on or before the closing date and time. Proponents must submit one hard copy of the submission and a suitable electronic copy for distribution. Your proposal must be written in ink or type-written. Erasure, overwriting or strike-outs must be initialled by the person signing on behalf of the proponent.

Fax or e-mail proposals are not acceptable.

Tenders shall not be accepted after the closing date and time. Proponents may not make modifications to their tenders after the closing date and time.

All tenders shall become the property of the Town.

It is the responsibility of each proponent to submit all required documents as outlined in this Request for Tender. Failure to quote on all options set out will disqualify your bid.

Sealed proposals in an envelope, including the **attached documents (Schedule "A")** should be clearly marked as to contents and will be received until 2:00 pm on February 23rd, 2023.

Tenders will be opened immediately following the closing date detailed above and will be provided to the evaluation committee.

4. Town Contact Person:

Questions with respect to the technical aspects of this tender, or requests for further information or clarification should be directed to Bob Funke, ARFunke Engineering via phone (902-396-7464) or email to bfunke@arfunke.ca.

To schedule a site visit, contact Will Butler, Town of Shelburne's Supervisor of Public Works at 902-319-0456.

5. Selection Process:

The Town will not necessarily accept the lowest price or any proposal. Any implication that the lowest price or any proposal will be accepted is hereby expressly negated. The proposal will be awarded to one firm only.

6. Evaluation Criteria:

Each Request for Tender will be evaluated by the Town to determine the degree to which it responds to the requirements as set out in this document.

a. Responsiveness

Adherence to the requirements of this RFT – completeness and thoroughness of tender submitted.

b. References

Provide two (2) references – municipal clients preferred.

c. Work Plan

A detailed plan including project timeline.

d. Cost

A breakdown of cost including HST.

Proposal Bid	Responsiveness 10%	References 5%	Work Plan 30%	Cost 55%	Total Score %

7. Rejection of Proposals

The Town reserves the right to reject any and/or all tenders received. The Town is not under any obligation to award a contract and reserves the right to terminate the Request for Tender at any time for any reason, and to withdraw from discussions with all or any of the proponents who have responded. The receipt and opening of a proposal do not constitute acceptance of any proposal.

8. Reservation of Right:

Bidders will not have the right to change conditions, terms, or prices of the proposal once the proposal has been submitted in writing to the Town, nor shall bidders have the right to withdraw a proposal once it has been processed through the official opening.

The Town reserves the right to consider, during the evaluation of Tenders:

- a) The Town’s past experience with the Bidder and/or its management;
- b) Information provided in response to enquiries of credit and industry references;
- c) Information received in response to enquiries made by the Town of third parties apart from those disclosed in the proposal in relation to the reputation, reliability, experience and capabilities of the Bidder;
- d) The manner in which the Bidder provides services to others; and,
- e) The experience and qualification of the Bidder’s senior management and project management.

The Town may, in its sole discretion, reject any proposal which does not fully satisfy the above consideration to its satisfaction.

9. Governing Law:

Any contract resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia.

10. Tender Requirements

Tenderers will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

Tenderers are required to provide the following in their proposals:

- A) Full cost information (including HST and expenses) as requested; and,
Timelines for completion of project.

- B) Detailed description of warranty conditions.
- C) Proof of required insurance and WCB coverage.

TERMS OF REFERENCE

The Town of Shelburne is seeking a contractor or contractors who can build a drying bed for the Water Treatment Plant at Rodney Lake, Shelburne, NS.

The proponent shall comply with laws, ordinances, rules, and regulations relating to the work and follow the Occupational Health and Safety Act and associated regulations under the law in the Province of Nova Scotia throughout the duration of the contract.

The Town of Shelburne has the authority to make changes and order such extra work to the contract as in its opinion may be necessary. The Town reserves the right to add or remove services that in its opinion is in the best interest of the Town.

1. Scope of Work

The scope of work includes grubbing, excavation and compaction of site to subgrade, construct necessary berms perimeter drainage swales using suitable on site or borrow material. It will also involve the installation of a collection catch basin c/w overflow, installation of a 2 hp effluent pump and discharge line to cell 1 in the existing holding lagoons together with all piping and pump controller mounting.

The provision of electrical service to site will be the responsibility of the Town of Shelburne.

Payment for subgrade excavation to grade shall include compaction of subgrade and construction of berms for the drying bed using existing of borrow material.

Payment for the .75mm DR26 stormwater force main will be under water including two direct bury valves. Payment for the 1500mm pump chamber will include the pump and all fittings specified to bring the pump into operation including mounting the control panel and water level floats. Electrical service to the pump controller panel is by others.

The silt fencing shall remain in place after construction. Installation shall be in a neat workman like manner following environmental specifications.

Asphalt placement for the drying bed is not included for this project.

COMPANY INFORMATION

The Town of Shelburne requires the following information and/or documentation about your company to assist in the review of your proposal. Please provide the following information and enclose any

supporting documentation which you feel is relevant.

- Have you ever done the same or similar work for other Municipalities? If so, state where and when the work was performed.
- Could you provide two (2) references where you have successfully provided similar services? If possible, provide a reference to a contract similar in scope. The references must contain their business name, address, and contact person and telephone number.
- How long has your company been in business?
- Does your business have valid First Aid and WHMIS?

SCHEDULE A

Schedule A to this document is relevant information that is required, and the tender form must be completed and submitted with your proposal to be considered complete.

NOTE: If there is any confusion or omission regarding policy, please refer to the Town's Procurement Policy.

SCHEDULE A

TENDER FORM

1.1 SALUTATION:

- .1 To: Town of Shelburne

P O Box 670
168 Water St, Shelburne, N.S. B0T 1W0
- .2 For: TOS2023-001
Water Treatment Plant Drying Bed
Rodney Lake, Shelburne, NS
- .3 From: [Name of Contractor]
[Address]

1.2 TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the tenderer was familiar with local conditions.
- .4 That Contract Documents and Addenda were carefully examined.
- .5 That all the above were taken into consideration in preparation of this tender.

1.3 TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 1.4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated Contract Price shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 1.4 hereunder excluding Harmonized Sales Tax (HST).
- .3 That this tender is valid for acceptance for sixty (60) days from tender closing.
- .4 To execute in triplicate the Form of Agreement and forward same together with the specified workers compensation and insurance documents to the Owner within ten (10) Working Days of written notice of award.
- .5 That failure to enter into a formal contract and provide specified insurance documents and contract security within time required will constitute grounds for forfeiture of tender security.

1.4 SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
EARTHWORK					
1.	Clearing	ha	_____	_____	_____
2.	Grubbing	ha	<u>18</u>	-----	-----
3.	Mass Excavation and Embankment - Common	m ³	<u>500</u>	-----	-----
4.	Mass Excavation and Embankment - Rock	m ³	_____	_____	_____
5.	Mass Excavation - Unsuitable Material	m ³	_____	_____	_____
6.	Borrow	m ³	<u>244</u>	-----	-----
7.	Breaking Mass Rock Without Removal	m ³	_____	_____	_____
8.	Drying Bed Subgrade DOT Type 1 (1/2 in)	m ³	<u>120</u>	_____	_____
	DOT Type 2 (2 inch)	m ³	<u>240</u>	-----	-----
9.	Reserved				
10.	Reserved				

SUBTOTAL EARTHWORK: \$ _____

WATER MAIN

11.	Pipe				
.1	[.75mm , DR 26 Focremain	m	<u>95</u>	_____	_____
.2	[diameter, type, class]	m	_____	_____	_____
12.	Fire Hydrants	ea	_____	_____	_____
13.	Valve Chambers				
.1	[type]	ea	_____	_____	_____
.2	[type]	ea	_____	_____	_____
14.	Direct Buried Valves				

	.1 [150mm, gate]	ea	1		
	.2 [.75 dr26 gate,]	ea	1		

15. Services

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
.1	Set of Fittings - [diameter]	ea	_____	_____	_____
.2	Service Pipe - [diameter, type, class]	m	_____	_____	_____
16.	Connections to Existing Main				
.1	[diameter, location]	ea	_____	_____	_____
.2	[diameter, location]	ea	_____	_____	_____
17.	Corrosion Protection				
.1	Zinc Anodes	ea	_____	_____	_____
.2	Polyethylene Encasement	m	_____	_____	_____
18.	Temporary Water	L.S.	_____	_____	_____
19.	[Reserved]		_____	_____	_____
20.	[Reserved]		_____	_____	_____

SUBTOTAL WATER MAIN: \$ _____

SANITARY SEWER

21.	Gravity Pipe				
.1	[diameter, type, class]	m	_____	_____	_____
.2	[diameter, type, class]	m	_____	_____	_____
22.	Pressure Pipe				
.1	[diameter, type, class]	m	_____	_____	_____
.2	[diameter, type, class]	m	_____	_____	_____
23.	Manholes				
.1	[diameter, type]	ea	_____	_____	_____
.2	[diameter, type]	ea	_____	_____	_____
24.	Services				
.1	[diameter, type, class]	m	_____	_____	_____

25.	Connections to Existing Main .1 [diameter, location]	ea	_____	_____	_____
Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
	.2 [diameter, location]	ea	_____	_____	_____
26.	Closed Circuit Television Inspection	m	_____	_____	_____
27.	Pumping Station .1 Suction Lift .2 Submersible	L.S. L.S.	_____ _____	_____ _____	_____ _____
28.	[Reserved]		_____	_____	_____
29.	[Reserved]		_____	_____	_____
30.	[Reserved]		_____	_____	_____

SUBTOTAL SANITARY SEWER: \$ _____

STORM SEWER

31.	Pipe .1	m	_____	_____	_____
32.	Manholes (Pump Chamber) .1 [1500mm concrete,] .2 [diameter, type]	ea ea	1 _____	_____ _____	_____ _____
33.	Catch Basins .1 [1500 mm, Concrete,] .2 [diameter, type]	ea ea	1 _____	_____ _____	_____ _____
34.	Catch Basin Leads .1 [150mm,PVC SDR 35 .2 [300 mm PCV SDR 35, type,]	m m	16 6	_____ _____	_____ _____
35.	Services .1 [diameter, type, class]	m	_____	_____	_____
36.	Connections to Existing Main .1 [diameter, location]	ea	_____	_____	_____

.2 [diameter, location] ea _____

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
37.	Culverts .1 [diameter, type, class]	m	12		
38.	Closed Circuit Television Inspection	m			
39.	Headwall	ea			
40.	[Reserved]				

SUBTOTAL STORM SEWER: \$ _____

STREET CONSTRUCTION

41.	Gravels .1 [Type] .2 [Type]	m ² or t m ² or t			
42.	Prime	m ² or L			
43.	Asphalt Concrete [type]	m ² or t			
44.	Curb .1 [Type] .2 [Type]	m m			
45.	Sidewalk .1 [type] .2 [type]	m ² m ²			
46.	Tactile Walking Surface Indicators	ea			
47.	Gabions	m ³			
48.	Guardrail	m			
49.	Adjust Existing Valve Box Covers .1 [Depth] .2 [Depth]	ea ea			
50.	Adjust Existing Manhole Frames and Covers .1 Shaft Only .2 Shaft and Intermediate Sections	ea ea			

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
51.	Adjust Existing Catch Basin Frames and Covers				
	.1 Shaft Only	ea	_____	_____	_____
	.2 Shaft and Intermediate Sections	ea	_____	_____	_____
52.	Segmental Retaining Walls				
	.1 [Type]	m ²	_____	_____	_____
	.2 [Type]	m ²	_____	_____	_____
53.	Pumping Station	ea	1	_____	_____
54.	[Reserved]			_____	_____
55.	[Reserved]			_____	_____
56.	[Reserved]			_____	_____
57.	[Reserved]			_____	_____
58.	[Reserved]			_____	_____
59.	[Reserved]			_____	_____
60.	[Reserved]			_____	_____

SUBTOTAL STREET CONSTRUCTION: \$ _____

LANDSCAPING

61.	Topsoil and Sod	m ²	_____	_____	_____
62.	Topsoil and Seed	m ²	_____	_____	_____
63.	Trees, Shrubs and Groundcover				
	.1 Trees [species and size]	ea	_____	_____	_____
	.2 Shrubs [species and size]	ea	_____	_____	_____
	.3 Groundcover [species]	ea	_____	_____	_____
64.	Chain Link Fences and Gates [type and height]	m	_____	_____	_____

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
65.	Interlocking Concrete Pavers				
	.1 [Type]	m ²	_____	_____	_____
	.2 [Type]	m ²	_____	_____	_____
66.	[Reserved]		_____	_____	_____
67.	[Reserved]		_____	_____	_____
68.	[Reserved]		_____	_____	_____
69.	[Reserved]		_____	_____	_____
70.	[Reserved]		_____	_____	_____

SUBTOTAL LANDSCAPING: \$ _____

ADDITIONAL ITEMS

71.	Trench Excavation-Rock	m ³	_____	_____	_____
72.	Trench Excavation - Unsuitable Material	m ³	_____	_____	_____
73.	Replacement of Unsuitable Material with Selected Site Material	m ³	_____	_____	_____
74.	Topsoil Excavation	m ³	_____	_____	_____
75.	Breaking Trench Rock Without Removal	m ³	_____	_____	_____
76.	[Reserved]		_____	_____	_____
77.	[Reserved]		_____	_____	_____
78.	[Reserved]		_____	_____	_____
79.	[Reserved]		_____	_____	_____
80.	[Reserved]		_____	_____	_____

SUBTOTAL ADDITIONAL ITEMS: \$ _____

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
<u>ENVIRONMENTAL PROTECTION</u>					
81.	Silt Fence	m	95		
82.	Flow Checks	ea			
83.	Straw or Hay Cover	m ²			
84.	Gravel Cover	m ²			
85.	Soaker Bags	ea			
86.	Diversion Ditches	m	20		
87.	Rip Rap and Armour Stone:				
	.1 Rip Rap				
	.1 Class 1	m ² or t			
	.2 Class 2	m ² or t			
	.3 Class 3	m ² or t			
	.2 Armour Stone:				
	.1 R1	tonne	18		
	.2 R2	m ² or t			
88.	Bark or Wood Chips	m ²			
89.	Silt Curtain	m			
90.	[Reserved]				

SUBTOTAL ENVIRONMENTAL PROTECTION: \$ _____

SUBTOTAL EARTHWORK \$ _____

SUBTOTAL WATER MAIN \$ _____

SUBTOTAL SANITARY SEWER \$ _____

SUBTOTAL STORM SEWER \$ _____

SUBTOTAL STREET CONSTRUCTION \$ _____

SUBTOTAL LANDSCAPING \$ _____

SUBTOTAL ADDITIONAL ITEMS \$ _____

SUBTOTAL ENVIRONMENTAL PROTECTION \$ _____

CONTINGENCY ALLOWANCE \$ [AMOUNT] _____

ESTIMATED CONTRACT PRICE (EXCLUDING HST) \$ _____ (A)

ADD HARMONIZED SALES TAX (15% of Estimated Contract Price) \$ _____ (B)

TOTAL PRICE (A + B) \$ _____

TENDERER'S HST REGISTRATION NO. _____

1.4 COMPLETION TIME

.1 Tenderer agrees to complete the Work within ____ weeks of written notification of award.

1.5 SIGNATURES*

DATED THIS _____ DAY OF _____, 20_____.

Name of Tenderer

Witness

Signature of Signing Officer

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer(s) or agent(s).

END OF SECTION

FORM OF AGREEMENT

This Agreement made on the __ day of ____ in the year ____.

BY AND BETWEEN

[Owner]

hereinafter called the "Owner"

and

[Contractor]

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

.1 The Contractor shall:

.1 Perform the Work required by the Contract Documents for

[Project Name] [Project Number]

located at _____
[Project Location]

for which the Agreement has been signed by the parties, and for which

(Insert above the name of the Engineer)

is acting as and is hereinafter called the "Engineer"

and

.2 do and fulfill everything indicated by this Agreement, and

.3 commence the Work by the __ day of _____ in the year _____ and attain Substantial Performance of the work as certified by the Engineer by the __ day of _____ in the Year ____.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

.1 This Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the work, including the bidding documents that are not expressly listed in Article A3 of the Agreement.

ARTICLE A3 - CONTRACT DOCUMENTS

- .1 The following is an exact list of the Contract Documents referred to in Article A1.1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.
 - .1 Tender Form
 - .2 Form of Agreement
 - .3 Supplementary Specifications
[Section Numbers of Sections modified or added]
 - .4 Drawings:
List [Number/Title/Date/Revision]
 - .5 Addenda
 - .1 [Addendum 1]
 - .2 [Addendum 2]

ARTICLE A4 - CONTRACT PRICE

- .1 The estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the tender form excluding the amount of Harmonized Sales Tax.
- .2 The estimated Contract Price is \$ _____
- .3 All amounts shall be in Canadian funds.
- .4 The amounts shall be subject to adjustment as provided in the Contract Documents.

ARTICLE A5 - QUANTITIES AND MEASUREMENT

- .1 The quantities shown in Section 00 41 43 Tender Form - Schedule of Quantities and Unit Prices are estimated.
- .2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with Section 01 22 00 - Measurement and Payment.

ARTICLE A6 - SUCCESSION

- .1 The aforesaid Contract Documents are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

ARTICLE A7 - RIGHTS AND REMEDIES

- .1 No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A8 - TIME

.1 Time shall be construed as being of the essence of the Contract.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

In the presence of:

OWNER

Name of Owner

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership.

END OF SECTION

