



Request for Tender

Millbrook Wastewater Treatment Plant Wet Well Upgrades

Request for Tender	T-PW-24-03
Issue Date:	Wednesday, April 17 th , 2024
Closing Date & Time:	Wednesday, May 8 th , 2024
Address:	988 County Rd 10 Millbrook, Ontario, L0A 1G0 Telephone: 705-932-9327
Attention:	Mr. Wayne Hancock P.Eng Director of Public Works

Tender T-PW-24-03

Project: Millbrook Wastewater Treatment Plant Wet Well Upgrades Tender

Authority: Township of Cavan Monaghan

Contract Administrator: Mr. Wayne Hancock
Director of Public Works
988 County Road 10
Millbrook, Ontario, L0A 1G0
Telephone: 705-932-9327 Fax: 705-932-3458

Tenderer: _____
Name

Address (Include Postal Code)

Telephone and Fax Numbers

Email Address

Name of Person Signing

Position of Person Signing

Tenders Received By: Wayne Hancock
Director of Public Works
Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0

To: Mayor and Members of Council
Re: Millbrook Wastewater Treatment Plant Wet Well Upgrades Tender

Dear Mayor and Members of Council:

I/We, the undersigned, having carefully read, understood and accepted the Instructions, Specifications and General Conditions attached hereto, each and all of which form part of this tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to supply the equipment in strict accordance with the Provisions, Plans, Specifications and Conditions hereto attached for the unit prices shown in this Tender.

I/We hereby agree that notification of acceptance of this tender shall be in writing, and may be sent prepaid post, and if sent prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

I/We agree that the work specified in the contract will be performed in strict accordance with the following conditions, specifications and provisions:

- Section 1: Instructions to Tenderers**
- Section 2: Scope of Work**
- Section 3: General Conditions**
- Section 4: Itemized Tender**

Signed at the Township Office of Cavan Monaghan in the County of Peterborough

this _____ day of _____, 2024

Signature of Corporation Witness

Signature of Contractor or Seal of Firm
& Position Held

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Millbrook Wastewater Treatment Plant Wet Well Upgrades Tender

Section 1: Instructions to Tenderers

T-PW-24-03

1. Purpose

This RFT is being called for the installation of five (5) new flow metering devices, and the installation of four (4) submersible Flygt pumps within the Millbrook Wastewater Treatment Plant's Headworks at 25 Centennial Lane in the Village of Millbrook. In the Wet Well there are four (4) existing submersible sewage pumps with 6 inch diameter discharge pipes and one (1), 10 inch forcemain discharge pipe that enters a common channel for screening and grit removal. The Township has purchased the flow meters and Flygt pumps for this project.

2. General Sealed Tenders

Marked "Tender T-PW-24-03 Millbrook Wastewater Treatment Plant Wet Well Upgrades" will be received until: **11:00 a.m., Local time, Wednesday, May 8th, 2024** and shall be addressed to:

Mr. Wayne Hancock
Director of Public Works
Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0

Email and/or digital submissions will not be accepted.

Each bidder is responsible for ensuring its bid is submitted prior to the tender closing date. Bidders should allow sufficient time in the preparation of its bid submission to ensure it has been completed and delivered on time.

3. Important Dates

RFT Release Date:	April 17 th , 2024
Non-mandatory Site Visit:	April 24 th , 2024
Question Deadline:	May 1 st , 2024
Deadline for Submission:	May 8 th , 2024
Contract Start Date:	June 6 th , 2024
Contract Completion Date:	June 28 th , 2024

4. Blank Form of Tender

One copy of the tender, on the forms provided, shall be submitted. All information requested shall be shown in the Tender, in the space provided, and shall be typed or printed in ink.

5. Tender Opening

Tenders will be opened at **11:05 a.m., Wednesday, May 8th, 2024** in the Council Chambers, 988 County Road 10, Millbrook, Ontario, L0A 1G0. This will be live streamed on https://www.youtube.com/channel/Uck8cGK2GvckFHWz_9_KaleQ.

6. Right to Accept or Reject Tenders

Council shall make the final determination as to awarding of all or part of tenders. The lowest tender, or any tender, not necessarily accepted, Appendix 'B' of Purchasing By-law No. 2020-22 outlines the Bid Irregularities and direction of use. The By-law can be found on the Township of Cavan Monaghan website at www.cavanmonaghan.net/ProcurementandPurchasingByLaw

7. Unacceptable Tenders

The Treasurer and/or CAO or designate will be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity; major irregularity (automatic rejection), minor irregularity (bidder may rectify) and/or mathematical error (additions or extensions). Each item in the tender Form shall include a reasonable price for such item. The Treasurer and/or CAO will correct errors in mathematical extensions and/or taxes, and the unit prices will govern.

8. Ability and Experience of Tenderer

The Authority reserves the right to reject any tender or part of tender, where satisfactory evidence of sufficient capital, plans and experience to successfully performed and complete the work in the specified time, is not furnished by the Tenderer.

9. Harmonized Sales Tax

The Harmonized Sales Tax shall not be included in tendered prices for work supplied under this Contract.

10. Execute Contract

Tenders shall be open for acceptance for a period of 30 days after the closing date. After this time, the tender may only be accepted with the consent of the successful Tenderer.

11. Inquiries During Tendering

The Tenderer is advised that inquiries regarding the interpretation of the specifications, shall be directed to the Contract Administrator, the Township of Cavan Monaghan, Telephone: 705-932-9327, Email: whancock@cavanmonaghan.net, Attention: Wayne Hancock, Director of Public Works. Inquiries will only be accepted until **4:00 p.m. Wednesday, May 1st, 2024.**

12. Award of the Contract

The award if this Contract is subject to the approval of the Council of the Township of Cavan Monaghan.

13. Title Definitions

Wherever the word “Township” or “Owner” or “Authority” or “Corporation” appears in this RFT, it shall be interpreted as meaning the Township of Cavan Monaghan.

Wherever the work “Contract Administrator” or “Engineer” appears it shall be deemed to mean the Director of Public Works or such other officers as may be authorized by the Authority to act in any particular capacity.

Wherever the word “Contractor” or “Proponent” or appears it shall be deemed to mean the individual and/or company that are submitting for this RFT for bid submission of the work outlined herein.

14. Addenda

The Contractor shall ensure that all addenda issued during the tendering period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

15. General Liability Insurance

The Successful Bidder shall provide and maintain during the term of the Contract Commercial General Liability insurance subject to limits of not less than Five Million (\$5,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, premises and completed operations, contractual liability, contingent employers liability, owner’s and contractor’s protective coverage, non-owned automobile and contain a cross liability, severability of insured clause. Coverage shall also include explosion, collapse and underground liability. The Municipality is to be added as an additional insured but only concerning liability arising out of the operations of the Named Insured.

16. Workplace Safety & Insurance Coverage

The successful bidder shall provide a Certificate of Clearance from the Workplace Safety & Insurance Board within ten (10) calendar days of receiving the acceptance notice. Failure to provide such proof may result in the cancellation of the contract.

17. Withdrawal of Tenders

A bidder may withdraw his/her Tender or part of the Tender upon sending an email notifying of the withdrawal to Wayne Hancock, Director of Public Works, at whancock@cavanmonaghan.net, at least two (2) hours prior to the closing date and time.

18. Notification of Acceptance

Notification of Acceptance of tender shall be by telephone and written form. The date of Acceptance of Tender shall be the date the notice is mailed to the successful tenderer.

19. Location

The work is at the Millbrook Wastewater Treatment Plant at 25 Centennial Lane in Millbrook, Ontario.

20. Non-mandatory Site Visit

A Site Visit will be held on **Wednesday, April 24rd, 2024 at 2:00 p.m.** Proponents must satisfy themselves by personal examination of the sites and by such other means as they may prefer as to the actual conditions and requirements of the work.

The Proponent shall carefully examine all scope and conditions so that the unit prices quoted are commensurate with the nature of the work requested.



Millbrook Wastewater Treatment Plant Wet Well Upgrades Tender

Section 2: Scope of Work

T-PW-24-03

1. Scope of Work

This Tender involves the provisions of the following services, which are separated into two parts:

Part 1:

- The installation of five (5) flow meters on the discharge pipes of the four (4) wet well pumps and the one (1) forcemain within the Headworks of the Millbrook Wastewater Treatment Plant shown in Appendix 1.
- Installation of all electrical wiring and wall-mounted read-out units for the flow meters.

Part 2:

- Removal of existing KSB pumps in Wet Well. Pumps are to be left to the Township.
- Installation of four (4) new Flygt pumps including electrical wiring.

2. Special Conditions

This section outlines special conditions related to the Tender;

1. The installation and commissioning of the flow meters shall meet the requirements of the Ontario Electrical Safety Code (OESC) and all local, municipal, provincial, and federal by-laws and regulations. Specifically, for working within a Class 1, Division 1 hazardous location.
 - a. Eight 6' Victaulic 741 couplings, and two 10' Victaulic couplings will be supplied.
2. Installation and commissioning of Flygt Pumps. All material and work shall meet the requirements of the Ontario Electrical Safety Code (OESC) and all local, municipal, provincial, and federal by-laws and regulations.
 - a. Flygt Pumps are Model NX-3127 Submersible Pump, 7.5HP/5.6KW 600Volt # Phase 60Hz 4 Pole, FLS Flush Valve ready CSA EX Adaptive N. Mini-CAS II Pump Monitoring Relay 120 VAC.
 - b. Each pump has a drilled discharge flange to match the existing KSB sliding bracket to allow each pump to use the existing sliding brackets and pump base.
 - c. The contractor will be responsible for coordinating with Flygt for the commissioning of the pumps.
3. Contractor is to coordinate shutdowns with the Township and Operating Authority (City of Peterborough).
4. The Contractor is responsible for paying all operating and call-out costs incurred by the City of Peterborough and will be carried in the Itemized Bid.



Millbrook Wastewater Treatment Plant Wet Well Upgrades Tender

Section 3: General Conditions

T-PW-24-03

1. Occupational Health and Safety Compliance

The contractor and their agents shall strictly adhere to all safety procedures and regulations as specified in the Occupational Health and Safety Act and Regulations for Construction Projects and Works.

2. Safety Devices

The Contractor shall place, contrast, erect, or otherwise put in place such safety devices as may be required to protect contractors employees and the employees of the Township and City of Peterborough from risk of injury. The Contractor shall ensure that all work areas are secure before leaving the site unsupervised at any time.

3. Federal, Provincial, Municipal Laws

The Contractor and his/her agents shall strictly adhere to all Federal, Provincial and Municipal Regulations, Legislation and By-Laws.

It shall be the Contractor's responsibility to obtain the current revisions of applicable Acts, Laws and By-Laws.

4. Township of Cavan Monaghan Indemnification from Liability

In delivery of the tendered item, the Contractor shall indemnify and save harmless the Township of Cavan Monaghan from and against all claims demands, losses, costs, damages, actions, suits, or other proceedings by whosoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

5. Contract Schedule

The contract schedule will be determined at a later date but is intended to be completed by June 28th, 2024.

6. Contractor's Equipment

The Contractor shall ensure that any and all equipment, whether owned, rented or contracted, shall be mechanically fit and capable of performing the work specified in this tender.

7. Supply of Materials

The contractor shall supply all materials required to complete the work specified in the RFT excluding the pre-purchased materials listed under Scope of Work. The payment provided in the RFT shall be deemed to include full compensation for the supply of said materials.

8. Method of Payment

Upon completion of the contract, the Contractor shall submit an invoice to the Township of Cavan Monaghan. Such invoice shall specify the equipment supplied and the value thereof according to the terms of the contract and shall include all applicable taxes.

Terms shall be thirty (30) days net from the date the Contractor's invoice is received by the Township of Cavan Monaghan.

9. Quantity Adjustments

The Township reserves the right to adjust the quantities of the RFT items as required to meet budgetary constraints.

10. Warranty

The Warranty shall be detailed in the tender document specifying the number of years that individual parts and services will be warranted as per the manufacturer's guidelines.

11. Accessibility Standards

As part of the Township's Accessibility Policy, upon acceptance of the successful Tender, a Township Accessibility pamphlet will be mailed to the successful Proponent. The Proponent is requested to read the pamphlet and sign a form acknowledging that they have done so.

12. Disputes and Termination

1. In cases of dispute as to whether or not deliverables required by any contract awarded under this RFT meet the requirements of the Township, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to a third party mediator or arbitrator. The decision of such agent, mediator or arbitrator as the Township may appoint will be final and binding.

2. Notwithstanding the above, the Township may terminate any contract awarded under this RFT for any reason whatsoever, by giving one hundred and twenty (120) days written notice to the Contractor of such intent. The Contractor shall not be entitled to any monetary compensation for work done following the notification period.

3. Notwithstanding any other provision in any contract awarded under this RFT, at the option of the Township, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Contractor, in the event that the Contractor:

- a. declares its inability to pay debts as they generally become due;
 - b. is adjudged or adjudicated bankrupt or insolvent;
 - c. becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
 - d. withholds any funds payable to the Township or information from the Township;
 - e. abandons the Work under this Contract;
 - f. disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Township;
 - g. gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Township; or
 - h. repeatedly fails to adhere to the terms of any contract awarded under this RFT and in particular commits repeated infractions in the performance of the Work.
4. In the event that the Township terminates all or part of any contract awarded under this RFT, the Township may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred may be collected from the Contractor.
5. In the event the Township temporarily relieves the Contractor of a portion of the Work, it shall in no way affect the obligations of the Contractor with respect to the remainder of the Work or the same portion of the Work to be done in future.
6. In the event that the Township exercises their right to terminate the Contract then the Contractor shall be paid for only those Work(s) performed up to the date of termination that have been pre-approved by the Township.
7. Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

13. Character and Employment of Workers

The successful Contractor shall employ only orderly, competent and skillful workers to ensure that the works are carried out in a respectable, professional manner.

In the event that any person employed by the Contractor in connection with the work arising out of this Contract gives, in the opinion of the Township, just cause for complaint, the Contractor, upon notification by the Municipality in writing, shall not permit such person to continue in any future work arising out of this RFT.



Millbrook Wastewater Treatment Plant Wet Well Upgrades Tender

Section 4: Itemized Tender

T-PW-24-03

This section outlines the itemized bid for each of portion of work outlined in Section 2 - Scope of Work. Each blank field outlined in the tables below must be populated with the contractor’s cost estimates.

1. Part 1 – Flow Meters

Item	Unit	Estimated Quantity	Unit Price	Cost (Excluding HST)
Installation of flow meters including wall units	Lump Sum	5		

2. Part 2 - Installation and Commissioning of Four (4) Flygt Pumps

Item	Unit	Estimated Quantity	Unit Price	Cost (Excluding HST)
Installation of Pumps	Lump Sum	4		
Commissioning of Pumps	Lump Sum	4		

SUBTOTAL COST: _____

HST: _____

Total Cost: _____

Proponent’s H.S.T. Registration Number: _____

1. Contractor’s Equipment and Experience

The Authority reserves the right to reject the Tender and/or Part of the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, resources, equipment and/or experience to successfully undertake and complete the work in the specified time.

In order to aid the Authority in determining the ability of each Proponent, the Proponent shall complete Statement “A” through “C” as outlined below (if there is insufficient space below please attach additional sheets and label as such).

Statement A

State the Proponent's experience in similar work which they have successfully completed. Please complete in the space provided below:

Statement B

Provide a list of the Proponent's senior supervisory staff with a summary of the experience of each, the Township also urges the Proponent to provide a timeline for intended works and their methodology to maintain schedule and costs. Please complete in the space provided below:

Statement C

The Township is requesting additional information pertaining to the RFT based on the Proponent's past experience. Please provide a brief description of approaches that will add value to the services priced above. Please complete in the space provided below:

Contractor’s Acknowledgement and Understanding of RFT

The work specified in the Contract shall be performed in strict accordance with the following Schedule. The contractor also acknowledges that the information presented in these sections is understood and completed (where necessary):

- Section 1: Instructions to Tenderers**
- Section 2: Scope of Work**
- Section 3: General Conditions**
- Section 4: Itemized Tender and Contractors Experience**
- Appendix A: Millbrook Wastewater Treatment Plant Wet Well Drawing**

The Contractor, by this Tender, offers to complete the work of this Contract in strict accordance with the terms contained herein.

By my/our signature hereunder, I/we hereby identify this as the Schedule of Tender Data, Plans and Specifications, for RFT T-PW-24-03, executed by me/us bearing date

this ____ day of _____ 2024.

Signature: _____

Position: _____

(Company Seal)

Name of Firm: _____