

STAFF REPORT: RECREATION DEPARTMENT

REPORT TO: Council
MEETING DATE: April 26, 2010
REPORT NO.: DOR 10 37
SUBJECT: Clearing, Grubbing, Stumping and Construction of Beaver River Trail Phase 2 Award of Tender 2010-1-T-REC
PREPARED BY: Shawn Everitt
 Director of Recreation

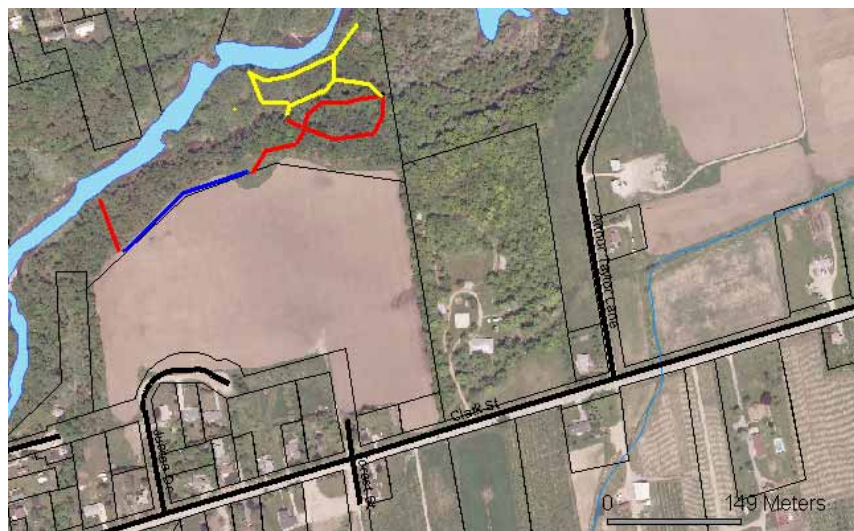
A. Recommendation

THAT Council receive Staff Report DOR 10 37 "Construction of Beaver River Trail Sidewalks Award of Tender 2010-1-T-REC" as part of the Infrastructure Stimulus Funding for information purposes; and,

THAT the Contract for Clearing, Grubbing, Stumping and Construction of Beaver River Trail Phase 2 be awarded to Evansgolf Corporation in the amount of \$80,688.94 excluding GST.

B. Background

The Town is undertaking the Clearing, Grubbing, Stumping and Construction of the Beaver River Trail Phase 2. This project will allow for the completion of the majority of trail works for the March 2011 completion deadline for funding. The works include the construction of approximately 1500 meters of 1.5 Metre wide limestone Trail and Approximately 1000 meters of natural base trail along the Beaver River. Refer to location map below.



Tenders for the Clearing, Grubbing, Stumping and Construction of Beaver River Trail Sidewalk Phase 2 – (2010-1-T-REC) were closed on April 15, 2010, and a public tender opening took place on the same day. Twenty two companies obtained tender documents and

four tenders were received with three bids being accepted. The bids included the required tender deposit cheque of \$5,000.00, Agreement to Bond, signed and sealed copy of Addendum #1 and tender documents. The received bids were reviewed for accuracy by Staff to ensure they were mathematically correct. The lowest responsive and responsible tender received was from Evansgolf Contracting at \$80,688.94, excluding GST.

C. The Blue Mountains' Strategic Plan

Addressing the Town's Municipal Infrastructure needs

Supporting the development of social and recreational programs to meet the broad range of needs in the community.

Preserving and enhancing natural and environmental features, and cultural heritage of the community

D. Environmental Impact

This project promotes and permits active transportation and provides access to the watershed for physical activity as well as educational and heritage significance.

E. Budget Impact

This project is within the approved 2010 Capital project for sidewalk and trails components of the River Trail Capital project sheet.

F. Attached

1. Tender Proposal Award Committee Report.

Respectfully submitted,

Shawn Everitt
Director of Recreation

For more information, please contact:
Shawn Everitt
severitt@thebluemountains.ca
519-599-3131 ext. 280



TENDER PROPOSAL AWARD COMMITTEE REPORT

TO: Tender Proposal Award Committee
(Paul Graham – CAO, Sherri Adams – Manager of Purchasing and Shawn Everitt – Director of Recreation)

FROM: Shawn Everitt, Director of Recreation

DATE: April 19, 2010

SUBJECT: Award of Tender for the Clearing, Grubbing, Stumping and Construction of Beaver River Trail Phase 2 Tender No. 2010-1-T-REC

Recommendation:

THAT the Tender 2010-1-T-REC, for the Clearing, Grubbing, Stumping and Construction of Beaver River Trail Phase 2, be awarded to Evansgolf Corporation for the tendered price of \$80,688.94 exclusive of all taxes, it being noted that Evansgolf Corporation was the lowest responsive and responsible bidder.

History:

This project is part of the Beaver River Trail Capital Project and is also part of the Building Canada Infrastructure Fund. This formal Tender call was issued on March 10th, 2010 with a closing date of April 15, 2010. The tender was advertised in the Courier Herald, the Enterprise Bulletin, posted on the Town's website and on the Ontario Public Buyer's Association (OPBA) website.

The following four bidders submitted tenders for this project by the closing day and time:

Bidders Name	Date Bid Received	Total Quotation Amount (excl taxes)
Evansgolf Corporation	April 15, 2010	\$80,688.94
Sunshine Country Landscaping	April 15, 2010	\$121,370.00
Cedar Springs Landscape Group	April 15, 2010	\$95,174.00
George Mackey Construction Ltd.	April 14, 2010	\$79,500.00*disqualified

***Note for Disqualified Tender submission**

George Mackey Construction Ltd was disqualified for not including the required Tender Deposit or Agreement to Bond.

Staff is recommending the award be made to Evansgolf Corporation who was the lowest responsible and responsive bidder. References provided by Evansgolf Corporation have been checked by the Director of Recreation. Evansgolf was the successful contractor in Phase 1 of the Beaver River Trail Project; Staff was extremely satisfied with works completed in Phase 1 of this project. The criteria for the Agreement to Bond and compliance with the mandatory completion date have been met by Evansgolf Corporation.

The Manager of Purchasing has reviewed the bids received and concurs with the following:

- o Purchasing process is in accordance with Town of The Blue Mountains Purchasing Policy COR.POL.07.05 and Purchasing Procedures Policy FS.08.08.
- o Funding for this project has been allocated in the 2010 budget.
- o Manager of Purchasing has confirmed that there is no current litigation between the Successful Bidder and the Town.
- o Manager of Purchasing has examined the Tender documents received for accuracy and compliance to standard procedures. They were found to be in order.


We, the Tender Proposal Award Committee approve of the recommendation as shown above.

Signed 
Paul Graham, CAO

Date: April 21/10

Signed 
Shawn Everitt, Director of Recreation

Date: April 19, 2010

Signed 
Sherri Adams, Manager of Purchasing

Date: April 19, 2010

Attachments: Evansgolf Corporation's Tender Submission

Copies to: Purchasing File, Accounts Payable, Recreation Department



**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
TENDER FOR THE CLEARING, GRUBBING, STUMPING
AND CONSTRUCTION
OF THE BEAVER RIVER TRAIL - PHASE 2
2010-1-T-REC**

SECTION III – REVISED FORM OF TENDER

I/We hereby submit the following Tender and agree to the Clearing, Grubbing, Stumping and Construction of Grey Sauble Conservation Authority Lands and Town Lands for the creation of the future Beaver River Trail of areas flagged as trail locations in accordance with the specifications of the Town of The Blue Mountains, inclusive of Addenda No(s):
_____ / _____ (as applicable).

I/We agree that we have reviewed and understand the Tender documents and I/We are capable and willing to perform the requirements of the contract and enter into a legal agreement with the Town of The Blue Mountains in regard thereto and where the Tender is submitted by a Corporation, it shall be signed by a duly authorized officer of the company. Should the Tender be submitted by a Partnership or Proprietor, it shall be signed by the partners or owner.

I/We agree that this offer shall be irrevocable from the time the Tender are opened and for a period of 60 calendar days.

PLEASE STATE THE FOLLOWING:

Stage1 - CLEARING,GRUBBING AND STUMPING AND CONSTRUCTION		
Request	Description of Service Required	Total Task Cost (\$)
Section A	Frazzle Ice Platform Roadway - Clearing, Grubbing, Stumping and Construction	3,306.54
Section B	Walker Avenue Looping Trail - Clearing, Grubbing, Stumping and Construction	28,064.22

Section C	Russell Street Unopened Road Allowance from Arthur Taylor Lane to Grey Street - Trail Clearing, Grubbing, Stumping and Construction	28,195.62
Section D Provisional Item	Frazzle Ice Platform Roadway to Walker Avenue - Clearing, Grubbing, Stumping and Construction	5,182.56
STAGE 2 – NATURAL TRAIL BASE Clearing, Grubbing and Stumping		
Section E	Natural Base Trail Clearing, Grubbing, and Stumping	5,940.00
CONTINGENCY (See Clause 5 below)		\$10,000.00

2. **TOTAL BASE BID AMOUNT (ADD ALL SECTIONS, EXCLUDING ALL TAXES):** \$ 80,688.94

Award of Tender is based on the lowest compliant BASE bid EXCLUDING all taxes (G.S.T., P.S.T., H.S.T.).

3. **METHOD OF PAYMENT**

State Terms of Payment: 30 DAYS (net 30 days after receipt of invoice unless early payment discount is offered (e.g. 2%-10, N/30). Billings are not to be in advance of service period, i.e. monthly. No other terms of payment accepted without written approval. Payment may be delayed if goods/services are not acceptable to the Town.

4. **PLEASE STATE IF YOU ARE OPERATING AS AN "INDEPENDENT OPERATOR" AS PER WSIB. (see Clause 22 b)**
NO

5. **CONTINGENCY PAYMENT & PROVISIONAL ITEM**

As noted in Section I, "Information to Bidders" the successful contractor agrees that they are not entitled to payment of Provisional Items except for additional work carried out by the Tendered in accordance with the Contract and then only to the extent of such additional work as directed by the project manager in writing through a Town issued Change Order.

As noted in Section I, "Information to Bidders", the successful contractor agrees that he is not entitled to payment for the \$10,000.00 Contingency Item, except for additional work carried out by the successful contractor in accordance with the Contract and then only to the extent of such additional work as directed by the Project Manager.

6. TENDER SUBMITTED BY: (Please Print or Type)

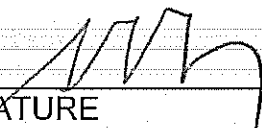
NAME OF SIGNING OFFICER(S)/PARTNER(S)/OWNER(S):

STEVE G. GRAY, PRESIDENT

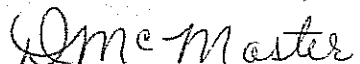
FIRM NAME: EVANS GOLF CORPORATION

ADDRESS: 2586 HARRIGAN DRIVE, PO BOX 240, BRECHIN, ONTARIO

TELEPHONE: 484-5100 FAX: 484-5188 DATE: APRIL 8, 2010 LOK 130


SIGNATURE

STEVE GRAY, PRESIDENT
FULL NAME AND TITLE

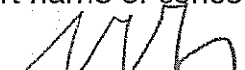

SIGNATURE

DEBBIE MCMASTER, SECRETARY /
FULL NAME AND TITLE TREASURER

7. Municipal Freedom of Information and Protection of Privacy Clause (optional):

"This Tender is submitted in confidence and contains some or all of the following types of information: trade secrets, scientific information, financial information, technical information, commercial information, and labour relations information. Disclosure of any of the information contained in any of the documents herein would result in undue loss to

EVANS GOLF CORPORATION
(insert name of concerned person or company)."


Signature of Responsible Officer

NOTE: THIS TENDER WILL BE RECEIVED BY THE TOWN CLERK, ON OR BEFORE 2:00 PM, LOCAL TIME, THURSDAY APRIL 15, 2010.

1) FAILURE TO PROVIDE THE FORM OF TENDER (PAGES 12 TO 16), SUBMITTED AS AN ORIGINAL DOCUMENT, COMPLETE WITH ORIGINAL AUTHORIZED SIGNATURE(S), AT TIME OF TENDER CLOSING, WILL RESULT IN THE TENDER SUBMISSION BEING DISQUALIFIED AND NOT CONSIDERED FOR AWARD.