



The Corporation of the Town of Essex

Request for Tender RFT-CS-23-001

Colchester Harbour - Annual Maintenance Dredging Services

Date of Issue: February 16, 2023

Closing Information:

Date: March 08, 2023
Time: 3:00:00 p.m. Local Time
Location: 33 Talbot Street South
Essex, Ontario N8M 1A8

Request for Tender RFT-CS-23-001
Colchester Harbour - Annual Maintenance Dredging Services

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1. Introduction

1.1. Background Information

The Town of Essex is located in southwestern Ontario, approximately 28 kilometers southeast of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The Town of Essex consists of four distinct and unique centres - Essex Centre, Harrow Centre, McGregor Centre and Colchester Centre. The current population of the Town of Essex is 20,427.

The Town of Essex is seeking tenders from qualified tenderers to provide Annual Maintenance Dredging Services for the Colchester Harbour. The Colchester Harbour is located at the foot of 100 Jackson Street in Colchester Centre. The Harbour has 88 berthing slips and operates from the first weekend in May until the Thanksgiving weekend in October.

2. Tender Process

2.1. Non-mandatory Site Visit

A non-mandatory site meeting will be conducted on **February 24, 2023**, at 3:00 p.m.

The site visit location is at 100 Jackson Street South, Harrow, Ontario - Colchester Harbour.

Tenderers are responsible for their own transportation to the site visit location.

2.2. Closing Date and Time

Tenders shall be submitted prior to or by **Wednesday, March 08, 2023 at 3:00:00 p.m.** local time. Any bids received after the specified closing date and time will not be considered.

2.3. Opening of Quotations

A public opening of Tenders will take place **Wednesday, March 08, 2023 at 3:15:00 p.m.** local time, at the Essex Municipal Offices, Council Chambers, at 33 Talbot Street South, Essex, Ontario.

2.4. Corporate Contact

Additional information regarding this Request for Tender can be obtained by contacting the following person by telephone or email:

Jackson Tang, Assistant Manager, Business Services

Fax: 519-776-7171

Email: jtang@essex.ca

Contact with Town of Essex officials or Town of Essex staff other than the staff member named as the contact on this Request for Tender is not permitted and will be considered grounds for disqualification in the bidding and selection process.

2.5. Tenders to Remain Open

Tenders will be held open by the Town for a period of no greater than ninety days for full review and awarding. Should the Town require an extension past the ninety day period; each submitted bidder will be notified on an extension.

2.5. Cancellation

The Town of Essex in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Request for Tender or to change the Scope of Work, or to cancel this Request for Tender without stating any reasons therefor.

2.6. Freedom of Information

The tenderer hereby consents to disclosure of its information contained in this Tender submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, Revised Statutes of Ontario 1990, Chapter M. 56.

2.7. Confidentiality

The Town of Essex and the tenderer agree that the content of each response to this Request for Tender will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this Request for Tender, each tenderer agrees not to disclose, at any times, these details. Only information subject to the Freedom of Information and Privacy Act may be disclosed. The Town agrees to notify the tenderer should a request for information be received.

3. Accessibility for Ontarians with Disabilities Act

The selected tenderer shall comply with all applicable provisions of Accessibility for Ontarians with Disability Act.

Information on accessible customer service training is available online from the Ministry of Community and Social Services at

www.mcsc.gov.on.ca/en/mcsc/programs/accessibility/customerService/

4. Employees

In the performance of the scope of work of this Request for Tender, the successful tenderer shall be an independent General Contractor. Neither the successful tenderer nor any of their employees shall be deemed to be employees of the Town of Essex.

5. Costs Incurred by Tenderer

Except as expressly and specifically permitted in the Request of Tender documentation, no tenderer shall have any claim for any compensation of any kind whatsoever, because of participating in the Request for Tender, and by submitting a tender each tenderer shall be deemed to have agreed that it has no claim. Any and all expenses involved either directly or indirectly due to the preparation and submission of a tender in response to this Request for Tender or any work performed in connection thereof shall be borne by the tenderer.

6. Conflict of Interest

Tenderers participating in this Request for Tender process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such a conflict exists, the Town of Essex may, at its discretion, withhold the award of the contract from the tenderer until the matter is resolved.

7. Tender Submissions

Submissions shall be in letter form and must, at a minimum, address the scope as set out in this Request for Tender under section 8 and all mandatory requirements as set out in sub-section 22.4.

All tenderers should carefully review this Request for Tender for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this Request for Tender. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Essex as per the terms set out in this Request for Tender.

The tender submission should be clear, concise and complete. The Town of Essex shall have the sole, final decision in the selection process.

Additionally, please provide an electronic version in a Microsoft Office compatible electronic format on a standard compact disk (CD) or jump-drive. If there is any discrepancy between the electronic version and the original hard copy, the "original" hard copy shall take precedence.

The Town of Essex reserves the right to make additional copies of all submissions for its internal review process and to provide such copies to its staff and external advisors, as it deems necessary.

8. Scope of Work

The Colchester Harbour is designated as a 'deep water emergency access marina'. Accordingly, in order to maintain such a designation, the Tenderer will be required to excavate and dredge to a depth of no less than 8' (eight feet). Primary areas of annual concern are the entrance to the Colchester Harbour, the north side of the stone break wall to west of the mouth entrance, the north-south entryway from mouth

entrance to just north of dock 'D' (see attached sketch). The preferred method of dredgate placement is by dump scow. Any and all other material (debris, garbage, etc.) that may be dislodged in the dredging operation is to be hauled offsite. All material removed is to be distributed down drift east of the entrance at no less than 2.5 metres outside of the harbour basin into the lake.

Government regulations must be followed in accordance with the approved permit from the Department of Fisheries and Oceans. The Town of Essex has applied for a multi-year permit and the status is "pending" at the time of publication of this document.

9. Deletion of Work

The tenderer shall take note that the Town of Essex reserves the right to delete any portion of the work for its own interest. The tenderer shall further take note that any such deletion of any part of the work shall not invalidate the Tender. The successful tenderer shall enter into a satisfactory Contract and otherwise comply with all of the requirements of the Contract Documents for any portions of the work remaining to be done after any such deletions.

10. Insurance

10.1. Insurance Coverage

The successful tenderer shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The successful tenderer shall file with the Town of Essex, together with the signed contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of the signed contract. Insurance shall be obtained from a company satisfactory to the Town of Essex.

The successful tenderer's policies of insurance shall cover himself (the General Contractor and all sub-General Contractors) and shall name the Town of Essex additional insured. All insurance shall remain in effect for the periods indicated in this contract.

The Comprehensive General Liability Insurance shall:

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- (a) Have a limit of liability not less than \$2,000,000 inclusive for any one occurrence
- (b) Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the General Contractor
- (c) Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty days written notice to the Town of Essex
- (d) Name the Town of Essex including its' officers and employees while performing their duties on behalf of the Town of Essex as additional insured's under the policy

The successful tenderer shall pay for all premiums and expense incurred as a result of such insurance.

10.2. Proof of Insurance

Proof of such insurance is to be submitted and filed at the Town of Essex Municipal Office before commencing any work and annually thereafter.

11. Employment Insurance and Workplace Safety and Insurance Act

The successful tenderer shall, at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The successful tenderer shall, at the time of entering into a contract with the Town, provide to the Town satisfactory proof that all assessments or compensation payable to the Board have been paid and the Town may, at any time during the performance or upon the completion of such contract, require a further declaration that such assessments or compensations have been paid.

A current and valid Certificate of Clearance shall be submitted upon confirmation of a bidder being awarded and accepting the job. The successful tenderer, during the term of the contract, is to provide the Town with any renewed or updated Certificate of Clearance. The Town of Essex will not accept responsibility for obtaining from or on behalf of a successful bidder a current Certificate of Clearance. The successful tenderer clearly understands and agrees that it is their responsibility to maintain and provide a Certificate of Clearance in good standing to the Town throughout the full term of the contract.

The successful tenderer clearly understands and agrees that they are not, nor is anyone hired by the successful tenderer, covered by the Town of Essex under the

Workplace Safety and Insurance Board, the Unemployment Act, or any Act, whether Provincial or Federal, in respect of the successful tenderer, their employees and operations, and shall upon request furnish the Town of Essex with such satisfactory evidence that they have complied with the provisions of any such acts.

If the successful tenderer fails to do so, the Town of Essex shall have the right to withhold payments of such sum or sums of money due to them that would be sufficient to cover their default and the Town of Essex shall have the right to pay same. Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. The Town of Essex is not to be deemed the employer or the supplier of the successful tenderer's personnel under any circumstances whatsoever.

12. Health and Safety, Loss and Damage, Protection of Work and Property

12.1. The Occupational Health and Insurance Act

The successful tenderer shall comply with all conditions and regulations of the Occupational health and Safety Act and all applicable regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of his work on this contract.

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the successful tenderer, by executing the Contract unequivocally acknowledges that they are the "Constructor" within the meaning of the Occupational Health and Safety Act.

The successful tenderer acknowledges by way of submitting a Quotation that they are the Constructor as defined by the Occupational Health and Safety Act.

The successful tenderer will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

13.2. Loss and Damage

The Town will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said work, or any part of parts thereof respectively, or for any of the materials or other things used and employed in

finishing and completing the work or any injury to any person or persons, either workers or the public, or for any damage to the adjoining property. The successful bidder will properly guard and make good all damages which may arise or be occasioned by any cause connected with the contract, or the work done by the successful bidder, and will indemnify and keep the Town of Essex against the same, until the completion of the work required.

13.3. Protection of Work and Property

The successful tenderer shall be held responsible by the Town for all damage caused by himself, his employees, or any sub agents, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the work, through any other cause relating to the work carried out under this contract. Additionally, the successful tenderer will be required to make good all such damage at his own expense to the satisfaction of both the owner and the Town of Essex.

The successful tenderer shall be fully responsible for all accidents arising by reason of execution or non-execution, or non-repairs of the said works, or by reason of any failure to comply with the requirements of this clause and shall fully indemnify the Town in respect thereof.

The successful tenderer shall conduct the work at all times, with the safety of employees on the job and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and all Government requirements applying to the work.

13. Ability and Experience of Successful Bidder

The successful tenderer must submit satisfactory evidence that they have the ability and experience for this type of product and that they have the necessary plant and capital to enable them to proceed and complete the work in a satisfactory manner.

The Town of Essex may investigate as it deems necessary to determine the ability of the tenderer to perform and the tenderer shall furnish the Town of Essex all such information and data for this purpose as the Town of Essex may request. The Town of Essex reserves the right to reject any tender if the evidence submitted by or

investigation of such tenderer fails to satisfy the Town of Essex that the tenderer is qualified to carry out the obligations of the contract.

14. Sub-Contractors and/or Suppliers

If the tenderer proposes to use an alternate product or Sub-Contractor for any part of the work, he shall request approval in writing from the Town. The Town reserves the right at any time to object or refuse to accept any Sub-Contractor or Supplier's product for inclusion in the work, and the Town shall not be required to give any reason for such objection or refusal. No substitute for any Sub-Contractors shall be allowed without written approval from the Town of Essex.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Town of Essex. Should the successful tenderer be requested to change its Sub-Contractor, the Town of Essex will not be responsible for any additional costs incurred by the successful tenderer as a result of this request.

16. Reservation of Right

Tenderers will not have the right to change conditions, terms or prices of the Request for Tender once the tender has been submitted in writing to the Town, nor shall tenderers have the right to withdraw a Tender once it has been submitted.

17. Addenda

The Town of Essex may, at any time prior to the closing date, issue addenda correcting errors, discrepancies or omissions in the Request for Tender, or clarifying the meaning or intent of any provision therein. Any addenda issued after the posting of this Request for Tender will be published on the Town's website at www.essex.ca and Merx up to and including the closing date as indicated in Section 2. It is the sole responsibility of the tenderer to review and respond to published addenda issued following the issuance of this Request for Tender in their submissions.

If addenda are issued prior to three days of closing this Request for Tender, the closing date of this Request for Tender may be adjusted accordingly.

The following apply regarding any request for clarification of any aspect of the RFT:

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- (a) Tenderers must submit requests for clarification by fax or email to the RFT Corporate Contact, or as may otherwise be directed by the RFT Corporate Contact.
- (b) In submitting a request for clarification, a tenderer must include its address, telephone number, facsimile number and email address.
- (c) Where a question relates to a specific section of this RFT, reference should be made to the specific section number and page.
- (d) Requests for clarification must be submitted on or before **March 02, 2023**.

The Town of Essex will provide tenderers with written responses to questions that are submitted in accordance with the above mentioned. Questions and answers will be distributed in numbered Addenda to bidders by posting such Addenda on the Town's website at www.essex.ca and Merx. In answering a bidder's questions, The Town of Essex will set out the question(s), but without identifying the tenderer that submitted the question(s) and may, in its sole discretion:

- (a) edit the question(s) for clarity;
- (b) exclude questions that are either unclear or inappropriate; and
- (c) answer similar questions from various tenderers only once.

Where an answer results in any change to the RFT, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

18. Pricing to Remain Firm

Pricing provided under this Request for Tender shall remain firm for a period of Ninety days from the date of closing this Request for Tender.

19. Harmonized Sales Tax

Changes in taxes due to the introduction of the new Harmonized Sales Tax became effective July 1, 2010. Successful tenderer will be required to provide invoices that meet the Town's reporting and information requirements as it pertains to the Harmonized Sales Tax.

20. Measurement of Payment

Progress payment will be for work completed as of the date of the invoice, upon approval of the Assistant Manager, Parks and Facilities.

This agreement may be terminated should the successful tenderer fail to fulfill the work in its entirety to the satisfaction of the Manger, Capital Works and Infrastructure. In addition, the Town of Essex may suspend the successful tenderer's bidding privileges for a period not exceeding 12 months.

21. Procurement Policy By-Law / Governing Law

Tenders will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy By-Law Number 2129, respecting purchasing (copy available upon request). By submitting a Tender for this subject, the Tenderer agrees to be bound by the terms and conditions of such By-Law and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

22. Method of Submission

22.1. General Requirements

Tenders must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All Tenders submitted under Request for Tender RFT-CS-23-001 must be clearly marked as follows:

Colchester Harbour – Annual Maintenance Dredging Services
Request for Tender RFT-CS-23-001
Attention: Jackson Tang, Assistant Manager, Business Services
Corporation of the Town of Essex
33 Talbot Street South, Essex, Ontario N8M 1A8

Faxed or e-mailed Tenders provided by any tenderer will be a breach of the Request for Tender and will result in the total rejection of any bids received, or to be received from such tenderer in any form, under this Request for Tender.

22.2. Delivery of Tenders

Tenders delivered through a Courier Service shall be the responsibility of the tenderer and shall result in the submission being rejected where:

- (a) The Tender is delivered to a location other than that stated on the label provided by the Owner;
- (b) The Tender Envelope/Package enclosed in the Courier Envelope does not state "Tender Documents Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
- (c) The Tender is delivered later than the closing date and time.

22.3. Submission Labels

The tenderer delivery label as supplied in Appendix D, by the Town of Essex, as part of this Request for Tender and identified in Section 22.4 Mandatory Requirements, must be affixed to the outside of the tenderer's envelope without any extra covering.

For Courier delivered documents, tenderers shall ensure that the tender response is enclosed within a separate envelope inside the Courier packaging with the tenderer delivery label affixed to the exterior as identified above.

22.4. Mandatory Requirements

Submissions under this Request for Tender must include all of the following documents in addition to any and all requested documentation as set out within the contents of this Request for Tender. Failure to include any of the following mandatory documents or other documentation as set out within the contents of this Request for Tender, including but not limited to being properly signed/executed, filled out and dated as set forth in each of the individual appendices and statements, will disqualify a tender document submitted in conjunction with this Request for Tender.

- (a) Appendix A - Form of Tender
- (b) Appendix B - Tenderer Identification Sheet.

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- (c) Appendix C - Acknowledgement of Tender Documents Received by tenderer and Addenda, duly signed by a person authorized to bind the tenderer organization and affixed with the corporate seal if applicable.
- (d) Appendix D - Tender Submission Label
- (e) Appendix E - Occupational Health and Safety Declaration
- (f) Appendix F - Tenderer Accessibility Agreement
- (g) Appendix G - Tenderer Experience and References

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23. Appendix A - Form of Tender (Must be returned with Tender)

Name of Tenderer: _____

Address: _____

Phone Number / Fax Number / Email Address: _____

Total pricing to provide materials, equipment and labour as defined under Section 8, "Scope of Work" and Section 30, "Appendix H - Specifications" in this Request for Tender. The estimated total amount of materials for removal is 3000 cubic metres.

2023 Pricing		
Unit Price /cubic meter, excluding taxes	\$	
Total Price for 3000 cubic meters excluding taxes (A)		\$
Mobilization and Demobilization Charges (B)		\$
Annual Sounding Fee excluding taxes (C)		\$
Sub-total for (A) + (B) + (C)		\$
Harmonized Sales Tax (HST) 13%		\$
Total Price for 2023 including HST		\$

2024 Pricing		
Unit Price /cubic meter, excluding taxes	\$	
Total Price for 3000 cubic meters excluding taxes (A)		\$
Mobilization and Demobilization Charges (B)		\$
Annual Sounding Fee excluding taxes (C)		\$
Sub-total for (A) + (B) + (C)		\$
Harmonized Sales Tax (HST) 13%		\$
Total Price for 2024 including HST		\$

Grand Total Price for 2023 and 2024 including HST		\$
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Date of Completion: July15, 2023 for Year 2023;

Please specify date of completion: _____ if you cannot meet this requirement.

Signing Authority Name (if applicable) _____

Date of Signature _____

Tenderer or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

24. Appendix B - Tenderer Identification Sheet

(Must be returned with Tender)

Name of Tenderer/Business: _____

Contact Person's Name: (if applicable) _____

Mailing Address: _____

City and Province: _____

Postal Code: _____

Telephone Number: _____

Facsimile Number: _____

Cell Phone Number: _____

Email Address: _____

Signing Authority Name (if applicable): _____

Tenderer or Signing Official Signature: _____

Corporate Seal (if applicable)

25. Appendix C - Acknowledgement of Tender Documents

**Received by Tenderer and Addenda for
Request for Tender
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(Must be returned with Tender)**

By affixing my/our signature below, the Tenderer or authorized agent, hereby acknowledges and confirms the following four paragraphs:

- (a) I/We declare that this tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Tender for the supply of the same goods and services.
- (b) I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Essex for the goods and services described herein.
- (c) I/We acknowledge that we have received the following addendum to this Request for Tender and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Essex has been received.

Number of last addendum _____

Description of last addendum _____

Signing Authority Name (if applicable) _____

Date of Signature _____

Tenderer or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

26. Appendix D - Tender Submission Label

(Must be returned with Tender affixed to the outside of the envelope)

Tenderer Delivery Label

From: _____

Contact: _____

Telephone: _____

Deliver To:

**The Corporation of the Town of Essex
Request for Tender
Colchester Harbour - Annual Maintenance Dredging Services
Attention: Jackson Tang, Assistant Manager, Business Services
E-Mail: jtang@essex.ca
33 Talbot Street South, Essex, Ontario, N8M 1A8**

27. Appendix E -Occupational Health and Safety Declaration

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(Must be returned with Tender)

On behalf of (Legal name of Company): _____

I/We certify that we have a Health and Safety Policy and will maintain a program or prior to commencement of work, implement such a policy as required by the Occupational Health and Safety Act, R.S.O. 1990, chapter O.1, as amended (The “Ontario Health and Safety Act”) through the duration and completion of all work performed under this Request for Quotation.

With respect to the good/service being offered pursuant to this Request for Tender, including any subcontracted services, I/We acknowledge the responsibility to, and shall:

- (a) Fulfill all of the “constructor” obligations under the Ontario Health and Safety Act and ensure that every employer and every worker performing work on the project complies with the Ontario Health and Safety Act and its regulations;
- (b) Ensure that adequate and competent supervision is provided as per the Ontario Health and Safety Act to protect the health and safety of workers; and to
- (c) Provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- (d) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required by the Ontario Health and Safety Act.

Name of Tenderer/Business _____

Signing Authority Name (if applicable) _____

Date of Signature _____

Tenderer or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

28. Appendix F – Tenderer Accessibility Agreement

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(Must be returned with Tender)

By signing below, I/We hereby certify the accuracy of the following statement:

I/We hereby confirm that all staff and Sub-Contractors providing goods and services to the public or third parties working on behalf of the Town of Essex have received Accessible Customer Service Training in compliance with Regulation 429/07 Accessible Standards for Customer Service of the Accessibility For Ontarians with Disabilities Act.

Date of Signature _____

Tenderer/Business's Name _____

Signing Authority Name (if applicable) _____

Tenderer or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

29. Appendix G – Tenderer Experience and References

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(Must be returned with Proposal)**

The Tenderer shall list below, the last four (4) locations where similar goods and services has been performed by this company within the last five (5) years.

Location 1:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 2:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 3:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

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Location 4:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Name of Tenderer/General Contractor: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

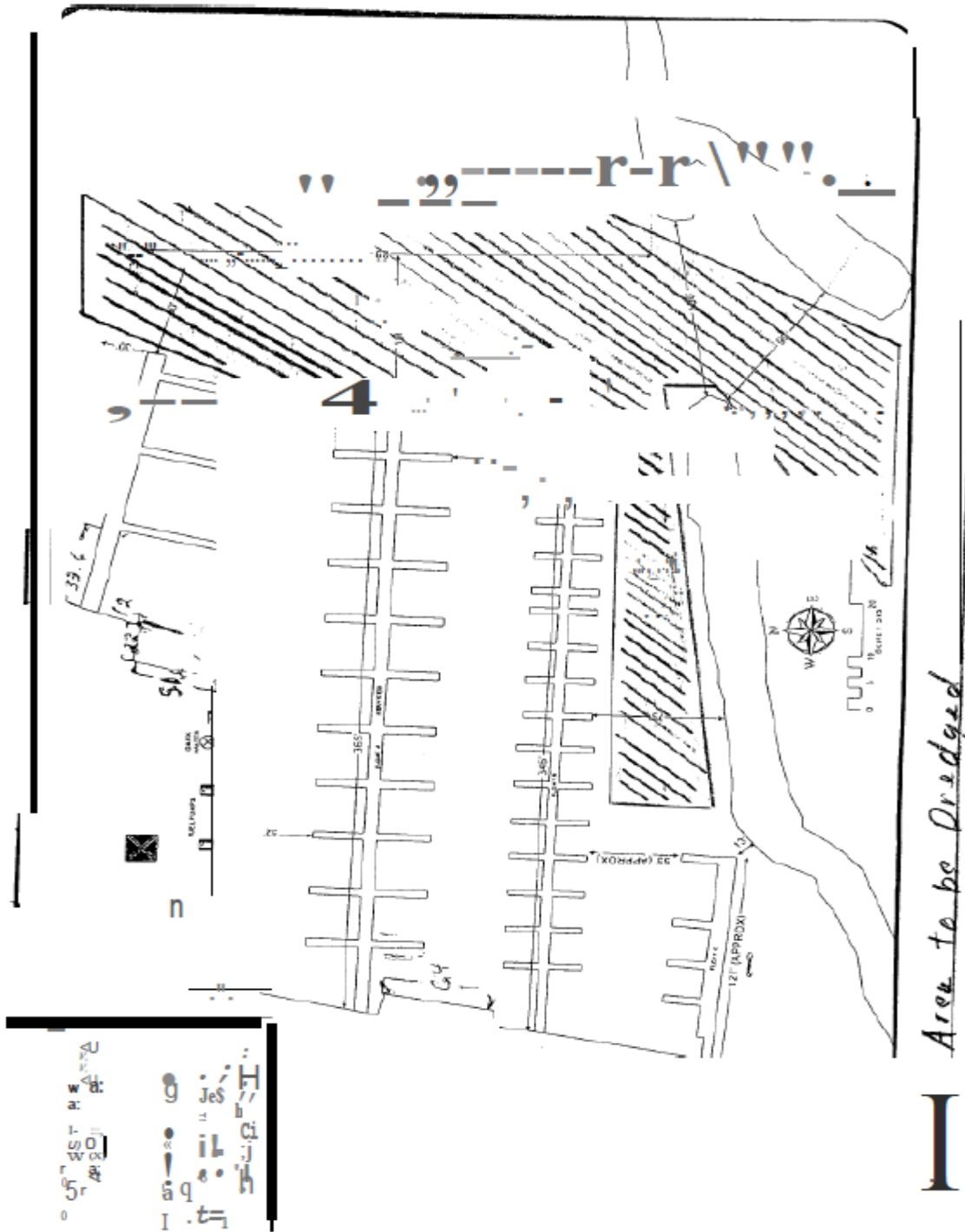
Tenderer or Signing Official Signature: _____

I have the authority to bind this Corporation
Corporate Seal (if applicable)

30. Appendix H – Specifications

- a) This Two (2) year contract, Year 2023 and 2024, is subject to re-evaluation pending a full reconfiguration of the mouth entrance to the Colchester Harbour.
- b) The Tenderer will be required to furnish a comprehensive listing of all necessary plant, machinery, tools, apparatus and labour to complete all the works in strict accordance with the provisions, plans, specifications and conditions included in this Request for Tender.
- c) The Tenderer is responsible to obtain all necessary permits and licenses, excluding the permit with the Department of Fisheries Oceans.
- d) The Tenderer is responsible for following all regulations set forth by the local, provincial and federal government.
- e) The Tenderer will ensure all material dislodged will be safely and responsibly removed from the site location and any and all expenses incurred in the performance of the removal and disposal will be borne by the Tenderer.
- f) The Tenderer will provide adequate notice to the Assistant Manager of Parks and Facilities to facilitate any additional partnering requests i.e., additional staff on site, an indication of any foreseen boats which may need to be relocated during the process and ample notice of commencement of work to provide ample notification to tenant(s) of the Harbour in order to facilitate the least amount of inconvenience to our tenant(s) and staff.
- g) Any additional potential costs or licensing not specifically noted in this request will be obtained by the successful tenderer and presented to the Town of Essex;
- h) A comprehensive list of municipal and commercial references within the last five-year period to be submitted as part of the Request for Tender, failing which could be cause for disqualification of process.
- i) Completion of the 2023 maintenance dredge and excavation project is requested prior to the end of July 15, 2023, thereafter a review and further instructions will be provided to the awarded tenderer regarding the dates of completion in subsequent years. Should this timeframe not be conducive with your schedule, a specified date of completion is to be inserted in Appendix A - Form of Tender and will be reviewed and considered in the awarding of this Tender.
- j) For the 2023 and 2024 the successful tenderer would also be required to provide the annual soundings for review by the Town prior to estimating the quantity of dredge can be established.

31. Sketch



END