

Township of North Dundas

Contract 02 - 2019

Tender for Supply of Crushed Gravel

Granular "M"

**For Construction / Maintenance of Unpaved Roads
And
Winter Grit**

Dan Belleau
Director of Public Works
Township of North Dundas
636 St Lawrence St
P. O. Box489
Winchester, ON K0C 2K0

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Township of North Dundas

Tender Announcement

Sealed Tenders on forms supplied by the Township will be received in envelopes clearly marked as to contents, at the Township Office (636 St Lawrence St Winchester ON) until **1:00 p.m. local time on Monday April 1st, 2019** for the supply, hauling and spreading of 5/8" crushed gravel from a quarry source onto unpaved roads within the Township. The approximate quantity of 5/8" crushed stone tendered for is **43,500 metric tonnes**.

Also supply and hauling of Winter Grit to the Township yard situated at 12269 County Roads # 43 Winchester On (The old MTO yard). The approximate quantity of Winter Grit is **2,500 metric tonnes**.

Tender documents may be obtained from the Township Office from Monday to Friday between the hours of 8:30 a.m. and 4:30 p.m. May also be obtained from the Township website.

Tenders will be officially opened at 1:05 p.m. on Monday April 1st, 2019 in the Board Room at the Township Office at 636 St Lawrence St Winchester Ont.

Questions regarding this tender may be directed to **Dan Belleau at (613-774-2105) or in writing at dbelleau@northdundas.com**.

The lowest or any tender will not necessarily be accepted.

Terms of Reference

1. Introduction

Purpose

The purpose of this Tender is to solicit bids for the supply, hauling and spreading of 5/8" crushed stone from a quarry source onto unpaved roads within the Township.

2. General Provisions

Regulations

The Contractor shall abide by all applicable Provincial and Federal Statutes and regulations, including the Occupational Health and Safety Act of Ontario, the Employment Standards Act, Industrial Standards Act, and any other legislation that may be relevant to the proper performance of the work.

Project Management

The implementation of this Contract will be under the jurisdiction of the Public Works Director of the Township (hereinafter referred to as the 'Public Works Director'), or his duly appointed designate. Any changes to the provisions of this agreement will be made in writing.

Completion

The Contractor shall diligently prosecute his work on this Contract to completion on, or before, the

30th day of August, 2019

Performance Criteria and Work Inspection

It is incumbent upon the Contractor to utilize adequate equipment and work effort that is suitable to providing the anticipated results. The Public Works Director will periodically inspect the work. The Contractor shall promptly correct work that does not meet the established performance criteria to the satisfaction of the Public Works Director at no additional cost to the Contract.

Payment

Payment at the Contract Price shall be considered compensation in full for performance of the work specified and for the supply of all labour, equipment and material (except as otherwise provided) necessary to complete the work to the satisfaction of the Public Works Director.

The Tender Quantities are estimates only, and may be increased or decreased by the Public Works Director without alteration of the Contract Price. Should such increase or decrease exceed 20% of the Tender Quantities, however, either party to the Contract may submit a written request for a revision to the Unit Price, citing the reasons for said request.

Measurement for payment shall be made only for materials that have been delivered, incorporated, and approved by the Public Works Director. Payment will be made within 30 days of receipt of the approved invoice.

Taxes

All applicable taxes, shall be **shown separately** on each invoice, and will be paid to the Contractor in addition to the amount certified for payment. The Contractor shall provide the Public Works Director with applicable tax registration numbers which will be shown on all payment certificates issued by him. The Contractor will not make any provision for Provincial or Federal taxes in the prices tendered under this Contract.

Certification and Payment

Certification and Payment of the Contract shall be paid after all of the specified performance requirements have been met. Final payment will be made upon the passing of 46 days and the contractor supplies the Township with a Statutory Declaration that all bills and subcontractors are paid.

3. Specific Provisions

Materials

Material supplied under this Contract shall comprise 5/8 Granular "M" in conformance with O.P.S.S. 1010 (March 1993).

Weigh Scales

The Contractor shall provide weigh scales of sufficient capacity and dimension so as to fully contain the loaded vehicle in one setting, and so as to permit weighing of the entire load in one operation.

The Contractor shall have the weigh scales officially tested and approved prior to use on the Contract, and shall ensure their accuracy at all times. The Contractor shall provide evidence of the accuracy of the weigh scales upon request.

Methodology

Granular material shall be spread in a uniform layer in locations within the Township as directed by the Public Works Director, or his duly appointed designate. **Material shall be hauled and spread with the use of belly-dump trucks at a minimum rate of 1,500 metric tons per day.**

Damage by Vehicles or Equipment

If at any time, in the opinion of the Public Works Director, damage is being done or is likely to be done to any roadway or any improvement thereon by the Contractor's vehicles or equipment, the Contractor shall, at his/her own expense, make changes in or substitutions for such vehicles or other equipment, or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Director.

Loading of Vehicles or Equipment

Where a vehicle or equipment is hauling material for use under the Contract, the Contractor shall ensure that said vehicle or equipment is not being loaded beyond its legal limit.

4. Tender Requirements

General

The Tender Form, supplied by the Municipality must be fully completed and delivered to the Township office on or before the Tender Closing date and time. Tenders received after the closing time shall not be considered, but shall be returned unopened to the bidder.

The Tender Form must be signed by a duly authorized official of the bidding organization in order to be valid.

The tender must be legible, written in ink or typewritten, and all items must be bid unless otherwise specified. Any erasures, over-writings or strikes-outs must be initialled by the official signing on behalf of the bidding organization.

Alternative proposals shall not be considered unless requested in the tender documents.

Any correspondence by mail or telephone, pertaining to adjustments or corrections to a tender already submitted, shall not be considered. A bidder wishing to make adjustments to a tender must first withdraw the original tender and re-submit the alternative bid on the prescribed Tender Form and in accordance with the provisions contained herein prior to the closing.

Understanding of Work Requirements

It is the responsibility of each bidder to satisfy himself/herself with respect to the physical conditions and/or constraints of the work area. Moreover, it is incumbent upon the bidder to read the tender documents thoroughly, and to ensure that he/she fully understands the provisions contained therein

Questions or concerns about the tender process or the work provisions should be directed to:

Dan Belleau
Public Works Director
Tel. No. (613) 774-2105
E-mail: dbelleau@northdundas.com

Bid Deposit

Tenders shall be accompanied by a certified cheque or money order in the amount of 10% of the tender amount. Tenders submitted without a bid deposit will be rejected.

Bid Bonds shall not be accepted.

Bid deposits will be returned to unsuccessful bidders within two weeks of the tender opening. The bid deposit of the successful bidder will be retained until completion of contract.

Basis of Rejection of Tender

Tenders may be rejected for any one of the following reasons:

- a) Bids received after closing date;
- b) Bids received on other than the tender form supplied;
- c) Bids not completed in ink or by typewriter;
- d) All items not bid;
- e) Qualified or conditional bids;
- f) Bids not properly signed and sealed;
- g) Bids not accompanied with a check or money order;

Insurance and Taxation Requirements

Prior to award of contract, the successful Bidder shall provide the following:

- Clearance from the **Workplace Safety and Insurance Board (WSIB)**;
- **Proof of General Liability Insurance** in the amount of **\$5,000,000**;
- **Proof of Vehicle Liability Insurance** in the amount of **\$5,000,000**;

Contractor Information

Company Name	
Mailing Address	
Telephone Number	
Facsimile Number	
Name of Authorized Official Tendering	
E-Mail Address	

Work Items

<u>TASKS</u>	<u>QUANTITY (Metric Tonne)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Marionville Rd from County Rd 7 to County Rd 32	6,500	\$ _____	\$ _____
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Connaught Rd from County Rd 7 to the Finch Boundary	6,000	\$ _____	\$ _____
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Mountain Boundary Rd from Loughlin Ridge Rd to Belmeade Rd	7,000	\$ _____	\$ _____
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Camron Rd from County Rd 1 to the Mountain Boundary	6,000	\$ _____	\$ _____
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Rae Rd from County Rd 43 to River Rd	3,500	\$ _____	\$ _____
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Ball Rd from County Rd 43 to River Rd	2,500	\$ _____	\$ _____
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Water St from SNC dam on water St to the end	2,300	\$ _____	\$ _____
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Cass Bridge Rd from County Rd 31 to Pemberton Rd	4,000	\$ _____	\$ _____
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Jennings Rd on the dead end part.	1,200	\$ _____	\$ _____
Supply, Hauling, and Spreading of 5/8" Crushed Stone on Kerr's Ridge Rd from Spruit Rd to the Surface Treatment.	4,500		
Supply and haul winter grit to the old MTO yard at the corner of County Rd 31 and 43	2,500	\$ _____	\$ _____
SUB TOTAL:			\$ _____
H.S.T.:			\$ _____
TOTAL:			\$ _____

I/We have read the Tender Documents thoroughly, and understand the contractual requirements contained therein. Accordingly, I/We undertake to execute these contractual requirements for a total sum of:

\$ _____
AMOUNT **AMOUNT IN WRITING**

Signed at _____ on this _____ Day of the Month of _____ in the Year _____.

NAME & POSITION **SIGNATURE**

Form of Agreement

TERMS OF SERVICE AGREEMENT BETWEEN:

The **“The Township of North Dundas”**
(Hereinafter referred to as the **“Township”**)

and

(Hereinafter referred to as the **“Contractor”**)

TOWNSHIP'S OBLIGATIONS

1. The Township shall provide access to the work site at all reasonable times as may be required in the execution of the Contractor's duties.
2. The Township shall provide instructions and information to the Contractor that may be necessary in the proper execution of duties.
3. The Township shall process payment for approved invoices within 30 days of receipt.
4. The Township may terminate this Agreement:
 - a) For failure to comply with the terms of this Agreement immediately on providing written notice of termination, or
 - b) For any other justified cause upon providing at least 10 days written notice of termination.

If termination is under paragraph (b), the Township shall pay that portion of outstanding fees owing to the Contractor as is applicable to the completion of satisfactory service prior to termination.

CONTRACTOR'S OBLIGATIONS

1. The Contractor shall provide all labour and equipment necessary to fulfill the obligations of the Contract within the terms specified.
2. The Contractor shall employ only qualified and competent persons to perform the required work, and shall ensure that said individuals are adequately trained and supervised to fulfill their work duties.
3. The Contractor shall receive and abide by all instructions from the Township that may be relevant to the proper performance of the work.
4. The Contractor shall inform the Township in writing of any problems encountered during the course of work performance, or of any relevant issues requiring the Township's attention.
5. The Contractor shall submit invoices in a timely manner, and shall provide all relevant supporting information as may be required from time to time.
6. The Contractor shall not employ the services of a sub-contractor in the performance of contractual obligations without the written consent of the Township.
7. The Contractor shall not assign his/her rights under this Agreement without prior written consent from the Township.
8. The Contractor shall not provide services to any parties that may, in the Township's reasonable opinion, give rise to a conflict of interest between the Contractor's duties to said parties and to the Township.
9. The Contractor shall abide by all applicable laws and regulations, and shall maintain all required licenses, permits, policies and coverage's (i.e. WSIB, \$5,000,000 Public Liability Insurance naming the Township as an additional insured, \$5,000,000 Vehicle Liability Insurance) throughout the term of this Agreement.
10. The Contractor shall indemnify and save harmless the Township, it's employees and agents from any losses, claims, damages, actions, causes of action, costs or expenses that we or any of our employees or agents may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, either directly or indirectly, by reason of any act or omission by the Contractor or any of his/her agents, employees, officers, directors, or subcontractors in providing the Services.

GENERAL

- 1. Any unresolved disputes between the Contractor and the Township arising from this Agreement shall be referred to and finally resolved by arbitration under the Commercial Arbitration Act.

- 5. Any notice contemplated by this Agreement must be in writing, and either:
 - a) Sent by fax or e-mail to the addressee's appropriate direction, as specified in this Agreement;
 - b) Delivered by hand to the addressee's place of business;
 - c) Delivered by hand to the addressee's duly authorized agent or employee;
 - d) Mailed by registered post to the addressee's place of business.

Signed at _____ on this _____ Day of the Month of _____ in the Year _____.

Township of North Dundas

NAME & POSITION SIGNATURE

NAME & POSITION SIGNATURE

Contractor: _____

NAME & POSITION SIGNATURE