



19 Parnell Street, PO Box 180
CALABOGIE ON K0J 1H0
613-752-2222

TENDER NO. PW09-2018
Township of Greater Madawaska
Granular “M” Material – Limestone Source Barryvale Road – 8,500 t

TENDER CLOSING DATE: Monday, June 18, 2018 at 1:00 p.m.
Sealed in an envelope and clearly marked
TENDER NO. PW 09-2018 Township of Greater
Madawaska Granular “M” Material –Limestone
Source Barryvale Road – 8,500 t
and addressed to Allison Holtzhauer, CAO
19 Parnell Street, Box 180 Calabogie ON K0J 1H0

Bidder’s name, address and phone number to be
included on the envelope

TENDER OPENING DATE: Monday, June 18, 2018 at 1:01 p.m.

DELIVERY LOCATION: Township of Greater Madawaska
Barryvale Road, Calabogie

MUST BE DELIVERED BY SEPTEMBER 30, 2018

COMPANY BIDDING: _____

ADDRESS _____

POSTAL CODE: _____

TELEPHONE: _____

LOWEST OR ANY QUOTE NOT NECESSARILY ACCEPTED

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Township of Greater Madawaska
Granular "M" Material – Limestone Source
Barryvale Road – 8,500 t

Name of Individual or Firm: _____
(Hereafter referred to as the
"Contractor")

Address: _____

**Signature of Person
Signing for Firm:** _____

Date: _____

**Office of Person
Signing for Firm:** _____

Witness or Firm Seal: _____

TOTAL QUOTE: _____
(Including Applicable Taxes)

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Accessibility Declaration

In submitting this tender/quotation, I/we, on behalf of _____
certify the following: (legal name of company)

- a) As employer and **Consultant OR Constructor** for this project, I/we agree to remain in compliance with the requirements of the “Accessibility For Ontarians With Disabilities Act, 2005”, including Ontario Regulation 191/11 and Ontario Regulation 429/07.

Dated at _____ this day of _____, 2018.

(Authorized Signing Officer)

(Title)

TENDER REQUIREMENTS

TENDER DEPOSIT

A certified cheque made payable to the Township of Greater Madawaska in the amount of 10% of the total Tender must be submitted with the Tender. The cheque of the unsuccessful bidders will be returned within seven days of Tender opening. The cheque of the successful bidder will be retained until municipality's acceptance of the work.

Tenders not accompanied by a certified cheque will not be considered.

If the successful bidder wishes, he may file with the municipality a completed performance bond, signed and sealed by a recognized bonding company, in the amount of 100% of the total estimated Tender.

Upon receipt of such a bond, the Tender deposit will be returned to the contractor.

RIGHT TO ACCEPT OR REJECT TENDERS

The owner reserves the right to reject any or all Tenders or to accept any Tender should it be deemed to be in their best interest to do so.

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

ABILITY AND EXPERIENCE OF BIDDER

The owner reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully prosecute and complete the work in the specified time.

LIABILITY INSURANCE

Commercial General Liability Insurance shall be issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by contractor relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage.

Such insurance shall add the Township of Greater Madawaska as Additional Insured with respect to the operations of contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury,

death and damage to property with a limit of not less than \$5,000,000. Inclusive for each and every loss.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least sixty (60) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

The Township reserves the right to request additional insurance (ie. Environmental Liability Coverage) to comply with exposure associated with a particular job.

The Contractor agrees to indemnify and save harmless the Owner from all costs, losses, damages, judgements, claims, demands, suits, actions or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its directors, officers, employees, agents or volunteers in connection with services provided.

Contractor shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

WORKPLACE SAFETY AND INSURANCE BOARD

The Contractor must provide a current Workplace Safety and Insurance Board Clearance Certificate to be eligible for specified works.

CVOR ABSTRACT

The Contractor must provide a current Commercial Vehicles Operators Registration Level 1 Abstract. Current would be within two months of the commencement of the project.

TENDER NUMBER PW02-2017

Item	Description	Approximate Quantity	Unit Price Per Tonne	Total
1.	Barryvale Road	8,500 Tonne		

Please Note:

Minimum of 8 tandem trucks or equivalent to be registered daily for the duration of the contract. Any interruption in the supply of trucks may lead to the cancellation of the days activities under the direction of the Road Superintendent.

Tender for Granular "M" Limestone

\$ _____

Plus H.S.T.

\$ _____

TOTAL TENDER PRICE

\$ _____

Ontario Taxes

All Ontario Taxes will be included where applicable to municipalities. It should be noted that the Statutory Declaration requires the Contract to indicate the amount of Ontario Tax remitted by the Contractor to the Province.

INFORMATION TO BIDDERS

REGULATIONS

The Contractor shall abide, if applicable, by the requirements of the Industrial Standards Act, the Employment Standards Act and any other Acts or By-Laws, which are relative to the performance of the work.

COMPLETION DATE AND LIQUIDATION DAMAGE

This contract shall be completed as stated on Page 1 of Tender. In the event of any delay in completing the Contract by the completion date, the contractor will pay to the Township the sum of THREE HUNDRED DOLLARS (\$300.00) per day for liquidated damages for each and every calendar days ' delay in finishing the work, except Saturdays, Sundays and Statutory Holidays.

PAYMENTS

Payment will be made to the Contractor in the amount of 90% of the estimated work completed to date of certificate or invoice. The date of the estimates for certificate will be approximately the 25th of the month with payment made prior to the 15th of the following month.

Final release of the 10% holdback will be made after 45 days from the date of acceptance. Final payment will be made subject to the following additional conditions:

(i) A declaration sworn before a Commissioner, Justice of the Peace, etc., shall be provided by the Contractor stating that all debts contracted during the performance and in conjunction with this Contract have been discharged, whether such debts were contracted by the Contractor or his employees.

ENGINEERING OR ROAD FOREMAN

Means the Council of the Municipality or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Road Superintendent, damage is being done or is likely to be done to any highway or any improvement thereon by the Contractor's vehicle or other equipment whether licensed, the Contractor shall, on the direction of the Road Foreman and at the Contractor's own expense make changes in our substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Road Superintendent.

LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

MOVEMENT OF TRAFFIC

It will be necessary to make provisions for the movement of vehicular traffic at all times and the Contractor will be responsible for performing the work so that the least inconvenience is caused to traffic. The Township will be responsible for signing the various work locations.

SPECIFICATIONS FOR GRANULAR MATERIAL

DESCRIPTION

This specification covers the municipality's requirements for supplying, crushing as required, hauling, placing, spreading and shaping and stockpiling at specified municipal sites.

MATERIALS

Granular materials shall be of such quality that the petrographic number, as determined by petgrographic analysis shall not be greater than 250 for 7/8" and 5/8" crushed granular materials, Type B, C & M

GRADATION REQUIREMENTS

PERCENTAGE PASSING BY MASS

MTO Sieve Designation	MTO Sieve Designation	Granular A	Granular B Type I	Granular B Type II	Granular M 5/8"	Select Subgrade Material
6"	150 mm	N/A	100	100	N/A	100
1 1/2"	37.5 mm	N/A	N/A	N/A	N/A	N/A N/A
1"	26.5 mm		100	50-100	50 - 100	N/A 50-100
3/4"	19 mm	85-100	N/A	N/A	100	N/A
		87-100*				
5/8"	16 mm		N/A	N/A	95-100	N/A
1/2"	13.2 mm	75-95*	65-90	N/A	N/A	75-95 N/A
3/8"	9.5 mm	50-73	N/A	N/A	55-80	N/A
		60-83*				
#4	4.75 mm	40-60*	35-55	20-100	20-55	35-55 20-100
#16	1.18 mm	40-60*	15-40	10-100	10-40	15-40 10-100
#50	300 mm	5-22	2-65	5-22	5-22	5-95
#100	150 mm	N/A	N/A	N/A	N/A	2-65
#200	75 mm	2-8	0-8	0-10	2-8	0-25
		2-10**	0-10**		2-10**	

**** Must be from a limestone source**

SPECIAL PROVISION NO. 399S16**TABLE IIC****GRANULAR M – GRADATION REQUIREMENTS
LESS THAN FOUR SUBLOTS**

M.T.O. Sublots SIEVE DESIGNATION	Two Sublots	Three
	MEAN & Passing by Mass	
19.0 mm	100	100
13.2 mm	73-97	74-96
9.5 mm	53-82	54-81
4.75 mm	33-57	34-56
1.18 mm	13-42	14-41
300 mm	3-24	4-23
75 m 10)**	1.5-8.5 (1.5-10.5)**	2-8 (2-

**** Where the aggregate is obtained from a limestone source**

CONSTRUCTION**PLACING AND STOCKPILING**

The granular material shall be spread in a uniform layer by tailgating or equivalent means, over the road. Stockpiles shall be built in layers not to exceed three feet in depth, and each layer shall be completed over the entire area of the stockpile before beginning the next layer. Aggregates delivered in trucks to the stockpile shall be uniformly spot-dumped. Coning of the piles or spilling of material over the edges of the pile will not be permitted.

MEASUREMENT FOR PAYMENT

Measurement for payment of granular materials will include only those materials incorporated into the work and accepted by the Road Superintendent.

(a) TONNAGE MEASUREMENTS

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. Scales may be either metric or imperial.

BASIS OF PAYMENT

GRANULAR MATERIALS

Payment at the contract price shall be compensation in full for performing the work specified in the Tender item and for the supply of all labour, equipment and material except as otherwise provided necessary to complete the work to the satisfaction of the Road Superintendent.

OTHER INFORMATION

The Contractor shall be required to supply and spread the gravel from the truck in such a manner that can be easily graded by Township graders.

If successful, a Granular 'M' sieve analysis test meeting the OPSS 1010 specifications for Granular 'M' aggregates will be taken by Municipal employees from the pile being used and tested at the expense of the Contractor.

NOTE:

Please refer to OPSS Standards for Gradation requirements of quality-crushed gravel. Council will be directing the Road Superintendent to carry out tight quality control. As well, Council will consider a price adjustment for sub-standard material. The Road Superintendent will keep accurate records of limited quality throughout the contract.

QUOTE REQUIREMENTS

1. The Contractor hereby offers to furnish all machinery, tools, apparatus and materials.
2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works. Coverage shall be at least \$5,000,000 per accident in the name of the Township. Failure to provide such proof shall result in cancellation of the Contract.
3. The successful bidder shall also deliver proof of WSIB coverage.

PROCEDURES

1. All inquiries, concerning the quote, prior to the quote closing, shall be directed to Jamie Doering, Public Works Manager at 613-752-2222 ext. 201.
2. Notification of Acceptance of quote will be by telephone and written form of the notice, to the address of the Contractor used on the bid forms. The date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the contractor.
3. A quote may be voided by superseding it with a later quote or letter of withdrawal, prior to the closing date and time.

BASIS OF REJECTION OF QUOTE

Quotes not conforming to the following requirements will be disqualified:

1. Quote must be legible, in ink, by typewriter or by printer.
2. Quote must be in possession of the Township by the closing date and time.
3. Quote must be on form provided.
4. Quote must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
5. Quote must not be restricted or modified in any way.