



**TENDER FOR GRANULAR “M” MATERIAL  
Various Roads**

**Tender Number:** PW05-2022

**Sealed Teders clearly marked:** Tender PW05-2022 Granular “M” Material

**Addressed to:** Steve Inwood, Roads Supervisor  
Township of Greater Madawaska  
19 Parnell St., P.O. Box 180  
Calabogie, ON K0J 1H0

**Closing Date:** March 9, 2022 at 1:00 P.M.

**Tender Opening Date:** March 10, 2022 at 10:00 A.M.

**For:** Granular “M” Material Delivered to:

**Location:**

<u><b>Group #1 – Calabogie Area</b></u>	
Brydges Road	1,000 tonne
Calabogie Yard	1,000 tonne
Grant Road	1,000 tonne
Murphy Road	1,000 tonne
<u><b>Group #2 – Griffith Area</b></u>	
Airds Lake Road	1,000 tonne
Flying Club Road	500 tonne
Matawatchan Sand Shed	600 tonne

**Note: Contractor may bid on one or both groups**

**WORK MUST BE COMPLETED BY AUGUST 26, 2022**

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this Tender and has carefully examined the site and location of the work to be done under this contract, and the Contractor understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this Tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this Tender.

Attached to this Tender is a certified cheque in the amount specified in the “Tendering Requirements”: made payable to the Township of Greater Madawaska. The proceeds of this cheque shall, upon acceptance of the Tender constitute a deposit which shall be forfeited to the Municipality if the Contractor fails to complete the work in accordance with the Tender documents.

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 bidder.

Notification of Acceptance shall be made by regular post, addressed to the Contractor at the address contained in the Tender and upon such notification of acceptance within the Tender shall constitute the contract between the parties. Therefore, no agreement for, or other separate document will be required.

It is agreed that the Tender quantities are estimated only and may be increased or decreased by the Municipality without alteration of the contract price. However, should such increase or decrease exceed 20%, then either party to the contract may request, in writing, that negotiations be carried out to determine if a revised unit price would be appropriate.

The Contractor must notify the Township a minimum of 48 hours prior to commencing the work.

I/We (the Contractor) promise to commence work on or before \_\_\_\_\_ (to be completed by Contractor) and to diligently perform the work without undue delay and further promise to complete the work on or before **August 26, 2022.**

BY: \_\_\_\_\_  
(Name of Firm or Individual (hereafter referred to as “The Contractor”))

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Name of Person Signing for Firm

Office of Person Signing for Firm

**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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Authorized Signing Officer)

\_\_\_\_\_  
(Title)

All bidders who download any bid opportunity from the Township of Greater Madawaska Web Page are to check the page often for any changes or addendums. It is the bidders’ sole responsibility to access the Web Page and download any changes or addendums to any bid opportunity. Any bids received that do not include posted addendums and/or change notices may be rejected.

## **TENDER REQUIREMENTS**

### **BASIS OF REJECTION OF TENDER**

In addition to lowest or any tender(s) not necessarily accepted, tenders may also be rejected for any one of the following reasons:

- Bids received after closing date.
- Bids received on other than the tender form supplied.
- Bids not completed in ink
- Qualified or conditional bids.
- Bids not properly signed and sealed.

### **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.

### **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 day's activities under the direction of the Road Supervisor.

<b>Item</b>	<b>Description</b>	<b>Approximate Quantity</b>	<b>Unit Price Per Tonne</b>	<b>Total</b>
1.	Brydges Road	1,000 Tonne		
2.	Calabogie Yard	1,000 Tonne		
3.	Grant Road	1,000 Tonne		
4.	Murphy Road	1,000 Tonne		
			<b>SUB TOTAL:</b>	
			<b>13% HST:</b>	
			<b>TOTAL:</b>	

<b>Item</b>	<b>Description</b>	<b>Approximate Quantity</b>	<b>Unit Price Per Tonne</b>	<b>Total</b>
1.	Airds Lake Road	1,000 Tonne		
2.	Flying Club Road	500 Tonne		
3.	Matawatchan Sand Shed	600 Tonne		
			<b>SUB TOTAL:</b>	
			<b>13% HST:</b>	
			<b>TOTAL:</b>	

## **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 2 – Form 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.

### **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 petrographic 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**	

- \*\*Where the aggregate is obtained from a quarry or slag source

SPECIAL PROVISION NO. 399S16

**TABLE IIC  
GRANULAR M – GRADATION REQUIREMENTS  
LESS THAN FOUR SUBLOTS**

M.T.O. SIEVE DESIGNATION	Two Sublots MEAN & Passing by Mass	Three Sublots
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 mm	1.5-8.5 (1.5-10.5)**	2-8 (2-10)**

- \*\*Where the aggregate is obtained from a quarry or slag 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.