

SEALED TENDERS FOR QUARRIED GRANULAR "A" WILL BE RECEIVED BY:

The Corporation of the Municipality of Powassan 250 Clark Street, PO Box 250 POWASSAN, ON, POH 1Z0

REQUST FOR TENDER NUMBER: 2022-01

QUARRIED GRANULAR "A"

TENDER CLOSING DATE AND TIME:	10:00 A.M. LOCAL TIME June 2, 2022				
TENDER OPENING TIME:	10:05 A.M. LOCAL TIME June 2, 2022 To be awarded at the council meeting of June 7, 2022				
QUOTE FOR:	Crushing, Screening, Supply, Hauling, Spreading and Stockpiling of Granular "A".				

This complete tender package must be submitted in a sealed envelope, clearly marked "Quarried Granular 'A' Tender: 2022-01" LOWEST OR ANY QUOTE NOT NECESSARILY ACCEPTED

Location Of Work:

The location of work is to be: as shown in attached map of Municipality-Appendix A, and as described in the bid form. Stockpiling shall be at the Municipal Public Works Yard at 750 Main Street, Powassan, Ontario.

Schedule of Contract Documents:

- 1. The following information for bidders
- 2. The following Special Provisions
- 3. Bid Form
- 4. Appendix A Key Map of Granular Resurfacing
- 5. Appendix B Granular 'A' Application Specification
- 6. Standards OPSS.MUNI 100, OPSS 206, and OPSS.MUNI 1010 (These forms are not attached hereto)

General Information:

All inquiries concerning the Tender, prior to proposal closing shall be directed to:

Codey Munshaw, Director of Public Works & Engineering Municipality of Powassan Box 250, 250 Clark Street, Powassan ON P0H 1Z0 Telephone 724-2813 ext. 202 or 705-491-1749/Fax 724-5533 Email: <u>cmunshaw@powassan.net</u>

For the purpose of this document a company conducting work for the Municipality of Powassan, will hereby be referred to as a "Contractor". Additionally, the Director of Public Works & Engineering shall hereby be referred to as the "Director".

The Contractor shall contact the above designated municipal employee for all matters related to the bidding process. The Municipality of Powassan will not be liable for any and all information the contractor receives from any Municipal employees and/or council members, that are not listed as a point of contact in this tender.

The Contractor will submit their sealed proposals by traditional mail/drop-off at the previously stated Municipal building before tender closure. Contractors must submit this entire completed Tender package.

A Contractor may amend their tender at any time prior to the set closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post tender closure. A tender may be voided by superseding it with a later Tender or letter of withdrawal, prior to the closing date and time.

Any and all tenders that are received after the quote closing date/time, will be rejected by the Municipality. Any and all unsigned Tenders will be deemed unacceptable, and will be rejected by the Municipality.

The Municipality reserves the right to reject any or all tenders. The Municipality shall have the right to cancel the request process and to place a new request for tenders. The tenders shall be evaluated by the Municipality in its sole and unfettered discretion. The Municipality reserves the right, in its absolute discretion to accept a tender which it deems most advantageous to itself and the right to reject any tender, in each case without giving any notice. Supplementary materials changing the terms of the request shall render the quote non-compliant. Tenders which contain qualifying conditions may, at the sole discretion of the Municipality, be disqualified or rejected. In no event will the Municipality be responsible for the costs of the preparation of the submission of a tender. No Bidder shall have any claim for any compensation of any kind because of participating in this tendering process and by submitting a tender each Bidder shall be deemed to have agreed that it has no claim.

Notification of Acceptance of tender will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date the Contractor receives the Notification of Acceptance.

The Tender opening will be on June 2, 2022, at 10:05am at 250 Clark Street, Powassan. For those wishing to attend the Tender opening, please see the front reception prior to the opening time.

Project Details:

The work shall consist of the supply, delivery, placement and stockpiling of approximately 15,480 tonnes of **Quarried** granular 'A' as directed by the Municipal Director or Foreman, together with all materials, labour, equipment, tools and all other things necessary to complete the work in accordance with the provisions of the contract documents.

Stockpile will be located at the Municipality of Powassan Public Works yard, 750 Main Street, Powassan.

To be completed by July 8, 2022

Granular 'A' extraction must be from a valid licensed industrial pit or quarry. It is the responsibility of the bidder to ensure proper operations and licensing. Name of pit/quarry product is to be taken from ______, (material must be obtained from quarried rock). A copy of Aggregate Resources Act License for source of material must accompany Proposal.

The quantities listed in the bid form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price. Any and all changes to quantities shall be approved by the Director.

For the unit price bid, the Contractor shall perform his/her work in such a way to cause the least possible inconvenience to the travelling public and shall provide all necessary warning signs and flagmen or other protective and/or warning devices as required by Ontario Traffic Manual-Book 7.

Sub-contractors will not be accepted to perform work.

The work shall be completed during daylight hours only.

For the unit price bid, the Contractor shall supply all materials, labour, tools, equipment and all other things necessary to complete the work in accordance with these contract documents and to the satisfaction of the Municipal Public Works Foreman or his representative.

Measurement for payment shall be made in tonnes per truck. Measurement and ticket for each load will be issued to the Municipal Director. The method of weighing shall be by permanent scale, portable flat scale, or loader scale. Proof of calibration of scale must be provided prior to commencement of work. Confirmation of the aggregate weight, performed at the MTO Wasi Truck Inspection Station, may be requested at any time during construction by the Director or Foreman.

Each loading ticket (as described in the above paragraph) shall contain the corresponding road ID for which load was placed on. If a load was spread on two different roadways, the ticket shall contain both road ID's and an approximate percentage (to the nearest 25%) of the amount of material placed on each roadway.

Please note that the contractor shall work around the school bus schedule to ensure that the buses are not delayed due to this work. The contractor shall not charge any additional costs or increased overhead due to this.

Truck Load Spreading Coverage:

It will be the responsibility of the Contractor to conform to the following spreading coverage. The Municipality of Powassan withholds the right to randomly inspect the application of materials, to ensure they meet the following requirements.

30-33 Tonne hopper/belly dump: to be spread uniformly in one (1) round across 130 meters, or an application rate of 250 tonnes/km for one (1) round.

20-23 Tonne Triaxle (using dump box spreader chains): to be spread uniformly in one (1) round across 90 meters, or 250 tonnes/km for one (1) round.

All roadways will consist of two (2), or three (3) rounds of spread aggregates, as identified in Appendix A. The spreading of aggregate round shall conform to Appendix B.

Note: A round is the spreading of aggregates by triaxle or hopper/belly dump across an approximate 2.6 meter wide area (as shown in Appendix B), in one direction. Rounds of aggregate application shall be over-lapped at the crown (as shown in Appendix B).

Construction:

The application of granular 'A' on roadways shall be conducted in tandem with a municipal grader, to ensure that materials are evenly spread across the roadway.

The Contractor will be responsible for coordinating spreading of granular 'A' materials with the Director or Foreman, so that a municipal worker can be provided to grade the roadways during material application. The Contractor shall ensure that material application is done is such a way as to minimize the idle time of municipal employees and equipment. The Director or Foreman reserves the right to stop delivery and reschedule if or when work is not conducted in an efficient manner.

Performance Evaluation:

Failure to execute the contract in a competent and timely manner will result in the disqualification of the bidder from bidding on the Municipality of Powassan's contracts for a period of two (2) years.

If the work is **not** completed by the previously stated deadline, or by an amended date allowed by an approved extension of time, then the contractor agrees to pay the Municipality a sum of **\$200.00** per calendar day, for each day's delay in finishing the work, as liquidated damages.

Special Provisions:

The Contactor shall be responsible for ensuring a uniform consistent application of materials, and shall do so at the rates listed provided in the "Truck Load Spreading Coverage" section of the tender document.

Where any discrepancy exists between these Special Provisions and the standard OPSS, the Special Provisions shall govern.

Provisional Items:

Items of work that may be required during the course of construction, but the exact requirements of which will depend on budget compatibility, are shown as "Provisional Items". These quantities are anticipated to vary to suit the Municipal budget, or may not be used at all. The Contractor shall price these items accordingly and shall not claim any anticipated loss of profit or increased overhead if any or all of these items are reduced or deleted altogether.

Testing:

The Contractor will be responsible for providing the Director with sieve analysis of the granular 'A' materials (grain size analysis report). The results of these tests shall be provided to the Director five (5) business days prior to placement of granular materials.

Should the Director or Foreman deem it necessary, additional sieve analysis will be conducted on granular 'A' materials at the expensive of the contractor.

Contractors Ability To Perform Work:

The Contractor is required to complete the following statements, and is required to include the said statements using the space provided or similar documentation provided by the Contractor in their Proposal submission.

- <u>Statement A:</u> The Contractor must state contracts and/or experience in successfully performing similar projects.
- <u>Statement B:</u> The Contractor must list all senior supervisory staff to be used during the completion of the contract, and the relative experience of each listed staff member.
- <u>Statement C:</u> Give the location and a description of the construction equipment which the Contractor proposes to use.

<u>Statement A – Contractor's Experience for Reference:</u>

Statement B – Senior Supervisors and Experience:

<u>Statement C – List of Equipment:</u>

Liability/Indemnification:

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable to anything done, or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Contract. Product must be taken from a valid licensed pit. It is the responsibility of the bidder to ensure proper operations and licensing. The name of the pit product is to be taken from, must be provided prior to project commencement.

Liability/Insurance:

The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The Contractor shall maintain a policy of general liability insurance having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The general liability policy shall include the Municipality as an additional insured, but only in respect of and for the duration of the services to be performed under this contract and shall contain a cross liability clause endorsement.

The Contractor shall provide proof of valid WSIB coverage.

Prior to the beginning of the Contract the Contractor must provide proof of insurance (certificate of insurance or certified copy of policy) to the Clerk of the Municipality.
POLICY NO.: ______ INSURANCE CO.: _______
AMOUNT: _____ EXPIRY DATE: ______

Motor Vehicles and Excess Loading:

The Contractor is responsible for having and maintaining a valid CVOR (Commercial Vehicle Operator's Registration) certificate throughout the duration of this contract.

Where a vehicle is hauling materials for use on the work under the contract, in whole or in part upon a public highway and where motor vehicle registrations is required for such vehicle, the Contractor shall not cause or permit such vehicles 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, except where there are designated areas in the contract where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

Bidder Deposit:

Bidders are required to deposit a certified cheque, payable to the Corporation of the Municipality of Powassan for 10% of the total bid price. Unsuccessful bidders' cheques will be returned within thirty (30) days following the contract award. The successful bidder's cheque will be held for a forty-five (45) day period following the completion of the contract, to the

satisfaction of the Municipality.

Payment, Holdback, and Completion:

The Contractor shall be paid in full, at the bid unit price for all quantities of materials placed and supplied to the Municipality, upon successful completion of the contract to the satisfaction of the Municipality and after the Contractor is awarded a certificate of substantial performance by the Director (form 6 as per the Construction Liens Act).

The material quantities will be verified against the sum of all material loading tickets provided.

Breach of Contract and Contract Termination:

If the Contractor or Municipality shall fail to meet the terms of the contract herein explained, the party conforming to the contract will have the opportunity to terminate the contract due to the other party breaching the contract. When a non-conformance is noticed by a party, the conforming party has a responsibility to notify (either by letter or email) the non-conforming party. The non-conforming party will have 10 business days to meet the terms of the contract, failure to do so will be a breach of contract and will be grounds for immediate dismissal.

Additionally, should the Contractor or Municipality knowingly provide false information during the completion of this contract document, it will be henceforth considered that the complying party was given insufficient information to formally accept the contract; meaning that the contract will be now in void, unless both parties can agree on new terms to this contract.

Health & Safety:

All work performed under this Contract must be carried out in accordance with the Municipality's Health and Safety Policy and any federal and provincial health and safety legislation and regulations. Failure to comply with this condition will be considered a breach of contract.

The Contractor will hold the responsibility of the constructor according to the Occupational Health and Safety Act, during the course of construction.

It will be the responsibility of the Contractor to ensure: that all employees/workers within the construction zones wear all appropriate PPE (Personal Protective Equipment), all regulations and procedures within the Occupational Health and Safety Act are met, that the health and safety of all workers or employees is protected, and that the health, welfare and property of all residents/civilians is preserved.

Any and all unsafe acts committed during the completion of this contract, shall be brought to the attention of the operations manager who shall notify the on-site foreman. If the occurrence/act is not rectified in a timely manner, the Ministry of Labour will be informed.

Bid Form

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications for the sum provided in the table below:

Item	Spec	Description	Road ID	Unit	Quantity	Unit Bid Price	Total Bid		
1	OPSS 206,OPSS 1010, S.P.	Purdon Line (1.9km)	2125	Tonne	1425	\$	\$		
2	OPSS 206,OPSS 1010, S.P.	Purdon Line (1.1km)	2130	Tonne	825	\$	\$		
3	OPSS 206,OPSS 1010, S.P.	Maple Hill Road (2.1km)	2160	Tonne	1575	\$	\$		
4	OPSS 206,OPSS 1010, S.P.	Maple Hill Road (2.1km)	2165	Tonne	1575	\$	\$		
5	OPSS 206,OPSS 1010, S.P.	Maple Hill Road (2.0km)	2170	Tonne	1500	\$	\$		
6	OPSS 206,OPSS 1010, S.P.	Weiler Line (2.04km)	2080	Tonne	1530	\$	\$		
7	OPSS 206,OPSS 1010, S.P.	Weiler Line (3.4kmkm)	2085	Tonne	2550	\$	\$		
8	OPSS 206,OPSS 1010, S.P.	Hemlock Road (2.2km)	2075	Tonne	1650	\$	\$		
Road Total				Total	12630				
Provisional Items									
9		Stockpile at Public Works Yard	P.W.Y	Tonne	2700	\$	\$		
10	OPSS 206,OPSS 1010, S.P.	Maple Hill Road (0.2km)	2175	Tonne	150	\$	\$		
					HST	\$			
					Total Bid	\$			

Bid Form

I/We (the Contractor) promise that: I/we are over the age of 18, are of right mind, are not under the influence of alcohol or illegal/controlled substances, wish to enter into a legally binding contract with the Municipality of Powassan, and agree to perform the work without undue delay to ensure that work is completed as I/We previously specified in this TENDER no later than: ______.

Name of Individual or Firm hereinafter referred to as the "Contractor" (Print)	
Address:	-
Phone Number	_
Authorized Signature	
Title	
Date	
Witness or Firm Seal	

Appendix A: Key Map Of Granular Resurfacing







