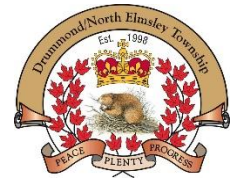


The Corporation of the Township of Drummond/North Elmsley



R.R. #5
310 Port Elmsley Road
Perth, Ontario
K7H 3C7

Phone: (613) 267-6500
Fax: (613) 267-2083
Email: carl@drummondnorthelmsley.com
Website: www.drummondnorthelmsley.com

TENDER # PW 2022-003 MAINTENANCE MATERIAL

Name of Company (Contractor)

Address

Telephone Number

Name of Person Signing for Firm

TENDER FOR: Application of granular material on unpaved roads

LOCATIONS: Designated areas within Drummond North Elmsley Township

TENDER SUBMISSION DEADLINE: March 24, 2022, at 11:00 AM

Tenders Received by:

Scott Cameron, CET
Manager of Public Works
Township of Drummond/North Elmsley
310 Port Elmsley Rd.
Perth, ON K7H 3C7
Telephone: (613) 267-6500 Ext 250

PART “A” - GENERAL REQUIREMENTS AND INFORMATION TO BIDDERS

1. **General**

Sealed Tenders clearly marked as to contents will be received at the Township of Drummond/North Elmsley administration building, 310 Port Elmsley Rd., Perth, ON, K7H 3C7 until **11:00 am on Thursday March 24, 2022**, for Maintenance Material.

2. **Blank Form of Tender**

One copy of the Tender, on the forms provided, shall be submitted. All information requested shall be shown in the Tender in the spaces provided. RFT enquires may be made by email to scameron@dnetownship.ca.

The Tender Forms are set up dividing the Township into two parts with County Road #10 as the dividing line. Each section shall be bid separately, and the Township reserves the right to accept one or all of the Tender Form parts.

3. **Tender Deposits**

A certified cheque made payable to the Corporation of the Township of Drummond/North Elmsley for an amount equaling ten percent (10%) of the total cost of the work must be submitted with this tender.

The cheque of the successful bidder will be retained by the Township until the work is completed according to the specifications and accepted by the Township. Non-completion of the work will result in the forfeiture of this cheque.

The cheque submitted by the unsuccessful bidders will be returned without interest after the awarding of the work.

4. **Right to Accept or Reject Tenders**

The Township reserves the right to reject any, part of or all tenders or to accept any or part of a tender should it be deemed to be in the Township's 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.

5. **Unacceptable Tenders**

Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Township will be sole judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected by the Township.

6. **Ability and Experience of Bidder**

The Township reserves the right to reject the tender of any bidder who does not, when requested, furnish satisfactory evidence of sufficient capital, plant, and experience to successfully perform and complete the work in the specified time.

7. **Government Requirements**

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Order-In-Council and By-laws which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.

8. **Payment Terms**

The Township of Drummond North/Elmsley shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Township of Drummond/North Elmsley, Attention: Public Works Manager. The Township's standard payment term is net thirty (30) days.

9. **Completion Date and Liquidated Damages**

This contract shall be completed as stated on Part "D & E"- Form of Tender.

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the prescribed time as set forth in the Special Provisions, damage will be sustained by the Township and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Township will sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the Township the sum of

Five Hundred Dollars (\$500.00)

per day for liquidated damages for each and every calendar day's delay in finishing the work in excess of the time limit prescribed and it is agreed that this amount is an estimate of the actual damage to the Township which will accrue during the period in excess of the prescribed number of working days.

The Township may deduct any amount due under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative

that may be available to the Township.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any foreign state, fire, flood, epidemics, quarantine restrictions, embargoes or delay of sub-contractors due to such causes.

If the time available for the completion of the work is increased by reason of alterations or changes made under the General Conditions, the completion date shall be adjusted as determined by the Manager of Public Works or designate.

10. **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.

11. **Adjustment to Quantities**

The estimated quantities are approximate only and, in order to work within the financial capabilities of the Township, are subject to increase or decrease prior to the commencement of work.

12. **Taxes**

HST will be paid where applicable.

13. **Starting Time**

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

14. **General Conditions**

The General Conditions of this Contract will be the OPS General Conditions of Contract dated August 1990.

15. **Insurance**

The Contractor will be required to provide proof of insurance to conform with Section GC 6.03 of the General Conditions; however, the limits for general liability (GC 6.03.02) and automobile liability (6.03.02) shall be 2 million dollars inclusive per occurrence.

16. **Supply of Materials**

Material quantities shall be supplied as requested by the Township to locations identified in Areas One (1) and Two (2) of this contract. The information shown in Areas 1 and 2 is the Township's best estimate of locations and quantities and is subject to change if unforeseen circumstances arise.

17. **Granular Testing**

It will be the contractor's responsibility to supply all test results required by the municipality for each type of material used on this contract. Testing will be done by an approved testing laboratory, at the expense of the Contractor. Test results must be submitted prior to the signing of the contract. (Test results within the last six months will be accepted)

The Municipality reserves the right to request additional tests on the material at any time and will pay for that test. If more than one test is required due to the material failing a test the Contractor shall pay for all additional tests until the material passes.

The Contractor shall be responsible for the removal and replacement of any material, which does not meet the specifications unless the Township approves an alternate solution to the problem.

18. **Safety**

The Contractor shall conform with all legislation regarding the safety of his employees and the public on this contract.

19. **Execute Contract**

Tenders shall be open for acceptance for a period of 30 days after closing date. After this time the tender may only be accepted with the consent of the successful bidder.

The successful bidder shall execute the contract documents and furnish the required insurance certificate within 10 calendar days after receipt of notification of Acceptance of the Tender.

Failure by the successful bidder to meet the above requirements will entitle the Township to cancel the award of the contract and to retain the tender deposit as compensation for damages sustained due to the successful bidder's default. The Township may then award the contract to one of the other bidders or to take such other action as the Township chooses.

20. **Acceptance of Tender**

Lowest or any tender not necessarily accepted.

21. **Payment Terms**

The Township of Drummond North/Elmsley shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Township of Drummond/North Elmsley, Attention: Public Works Manager. The Township's standard payment term is net thirty (30) days.

22. **Duration of Contract**

The Term of the contract shall be from 1 May 2022 to 30 April 2023. The actual Work shall be completed during the month of May in 2022.

Placement of the granular material must be applied as early as possible in the spring based on load restrictions on local roads. A minimum of 1,000 tonnes/day is a requirement that must be met by the successful bidder.

23. **Optional Contract Extension**

When mutually agreeable between parties, the Contract may be renewed under the same or similar terms and conditions for successive one (1) year periods which will be in effect for not more than two (2) years. The total length of Contract resulting from the award of Tender will not exceed three (3) years.

24. **Consumer Price Index**

If the Contract Extension Option is agreed to, unit costs will be adjusted on the anniversary date of the Contract for the extension period. The increase in unit costs will be negotiated to reflect changes in pricing for CPI and Fuel. CPI increase will be equal to 100% of the increase set out in the Statistics Canada Consumer Price Index (CPI) (for all items-Ontario) as published for the previous 12-month period.

PART "B" - SPECIFICATIONS

1. **The latest revised Ontario Provincial Standard Specifications shall be the governing specifications for this work.**

The gradation of Granulars shall meet the specifications outlined in O.P.S. Form 1010.

Only materials conforming to the O.P.S. Specifications and approved by the Township shall be used in the work. The Township retains the right to specify acceptable quarries and to decide that section of a quarry to be used. The Township will make no allowance, whatsoever, for extra charges incurred by the

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY Request for Tender 2022 -003

Contractor in the purchasing of the materials.

2. The Township will supply the necessary equipment to grade and water the granular material. The Contractor shall be required to supply and spread the granular material from the trucks in such a way that it can be easily graded by the Township grader.

3. **Basis of Payment, Weighing of Materials**

The Township will pay on tonnage measurement delivered to the job site.

The Contractor shall, at his own expense, be responsible for supplying and installing approved scales at, or convenient to, each gravel pit or quarry from which the material is to be used and for ensuring that the scales are approved before commencement of weighing operations. Metric scales would be desirable, however, if necessary, scales weighing in Imperial Units will be acceptable

Daily summaries will be required the following day, identifying road name and tonnage applied.

SPECIAL PROVISIONS

PART "C" - DESCRIPTION OF ITEMS

1. **11,000 tonnes more or less of Granular 'M' (5/8") rock material.**

All the above-described items shall be placed according to Area 1 and 2 with exception of some modifications ordered by the Manager of Public Works or his representative.

2. Compaction to be supplied by means of self-propelled steel drum vibratory compactor.

(This item may be deleted by the Township if budget is not sufficient)

PART "D" - FORM OF TENDER

I/We hereby agree to supply and place the required Granular material in accordance with Parts A, B and C of this Tender for the following prices:

Area1

	Spec. No.	Description	Unit	Unit Qt.	Unit Price	Unit Total
a	1010 102SP	5/8" Granular M Class II - quarried crushed rock	tonne	5,000	\$	\$
b		Delivery Charge	tonne	5,000	\$	\$
c		Compaction	tonne	5,000	\$	\$
d		HST			\$	\$
TOTAL QUOTATION PRICE						\$

Delivery Location:

Area 1

Completion Date for This Delivery

10 June 2022

Pit/Quarry Name and Location _____

Name of Firm

Address

Telephone Number

Fax Number

Witness

Signature

Date

Name of Person (please print or type)

PART "E" - FORM OF TENDER

I/We hereby agree to supply and place the required Granular material in accordance with Parts A, B and C of this Tender for the following prices:

Area 2

	Spec. No.	Description	Unit	Unit Qt.	Unit Price	Unit Total
a	1010 102SP	5/8" Granular M Class II - quarried crushed rock	tonne	6,000	\$	\$
b		Delivery Charge	tonne	6,000	\$	\$
c		Compaction	tonne	6,000	\$	\$
d		HST			\$	\$
TOTAL QUOTATION PRICE						\$

Delivery Location: Area 2
Completion Date for This Delivery 10 June 2022

Pit/Quarry Name and Location _____

 Name of Firm

 Address

 Telephone Number

 Fax Number

 Witness

 Signature

 Date

 Name of Person (please print or type)

AGREEMENT

THIS AGREEMENT made in Duplicate this _____ day of _____,

BETWEEN:

Hereinafter called the “Contractor”

THE PARTY OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Hereinafter called

THE PARTY OF THE SECOND PART

Witnesseth, that the party of the first part, for and in consideration of the payment specified in the tender hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and any other means of works to carry out the work as described hereinafter and to complete such work in strict accordance with the plans, specifications and tender documents including General Conditions (OPSS 1010 March 1993) all of which are to be read herewith and form part of this Agreement.

DESCRIPTION OF THE WORKS

This work consists of supplying and placing Maintenance Material at various locations in the Township in accordance with the quality of standards outlined in the Tender Documents.

The Contractor further agrees that he will deliver the whole of the works completed in accordance with the Tender documents prior to **June 10, 2022** or be subject to the liquidated damages outlined in the Tender Documents.

And further that the Township of Drummond/North Elmsley may, at its sole discretion, renew this agreement for one or two year(s).

IN CONSIDERATION WHEREOF, said Party of the Second Part agrees to pay to the Contractor for all work done at the unit prices on the Tenders.

This agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the Contractor and on the Corporation of the Township of Drummond/North Elmsley.

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IN WITNESS WHEREOF, the Contractor and the Reeve/Clerk-Treasurer representing the Corporation of the Township of Drummond/North Elmsley as aforesaid have hereunto signed their names and set their seals on the day first written above.

SIGNED AND SEALED BY THE CONTRACTOR (Witness signature can substitute for the seal):

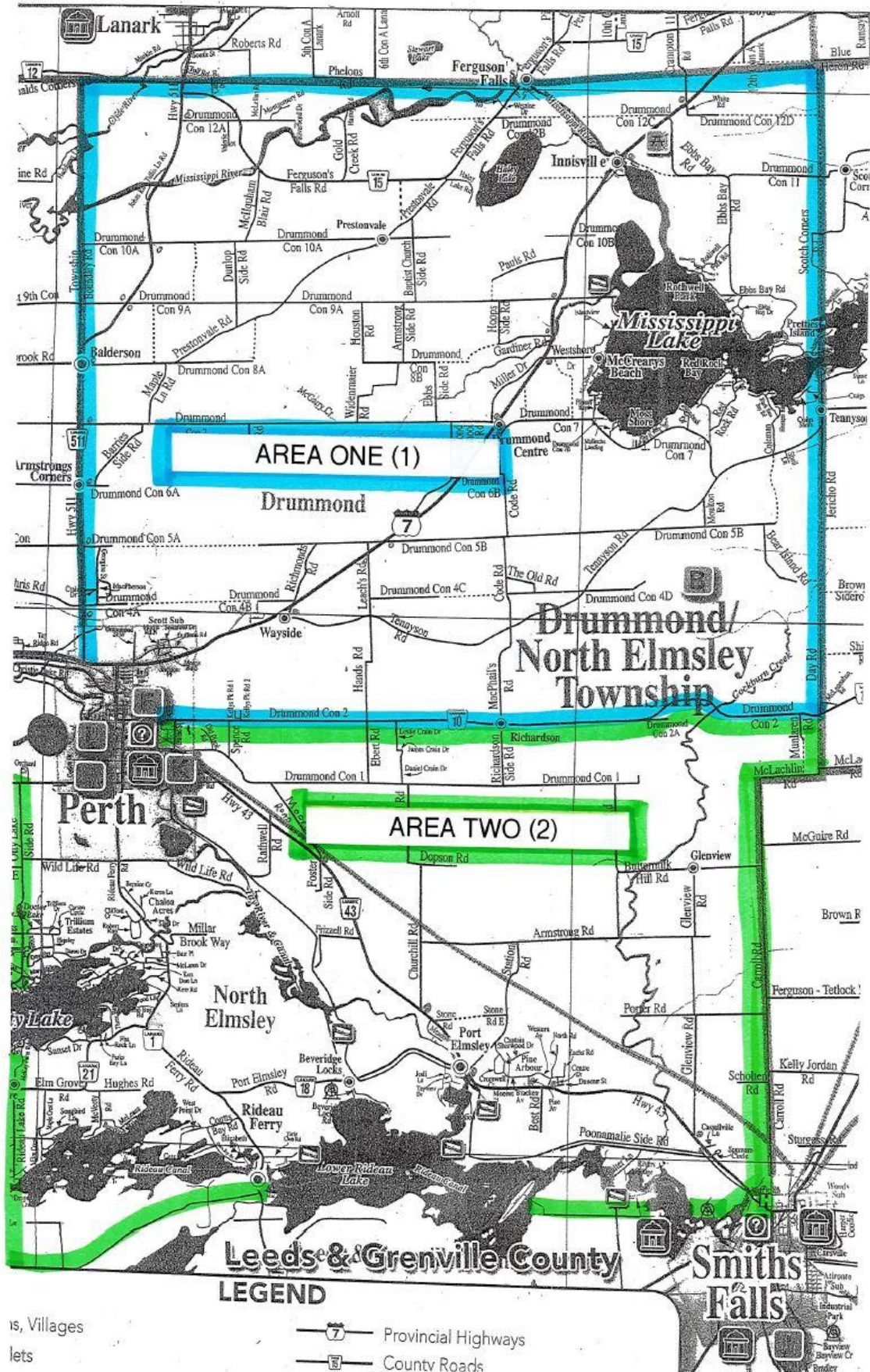
Witness signs here

Contractor signs here with Seal

Manager of Public Works

Township Clerk

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY Request for Tender 2022 -003



is, Villages
lets

- Provincial Highways
- County Roads