

Corporation of The
TOWNSHIP OF BLACK RIVER - MATHESON
PUBLIC WORKS DEPARTMENT

TENDERS WILL BE RECEIVED BY: HEATHER SMITH, CLERK
P.O. BOX 601 - 429 PARK LANE
MATHESON, ONTARIO
P0K 1N0

TENDER CLOSING DATE IS 2:00 P.M. LOCAL TIME October 14, 2016

TENDER FOR: Crushed Gravel

AT: Various Locations within Township

UNDER CONTRACT NO.: 2016-02

BY:

NAME OF FIRM OR INDIVIDUAL (HEREAFTER REFERRED TO AS "THE CONTRACTOR")

ADDRESS

POSTAL CODE

NAME OF PERSON SIGNING FOR FIRM

PHONE NUMBER

OFFICE OF PERSON SIGNING FOR FIRM

FAX NUMBER

Heather Smith, Clerk
Township of Black River-Matheson
429 Park Lane, PO Box 601
Matheson, Ontario
P0K 1N0

TENDER FOR CONTRACT NO. 2016 - 02

Madam:

The Contractor has carefully examined the Provisions, Plans, Specifications and Conditions referred to in the Schedule of Provisions, Plans, Specifications and Conditions attached hereto as part of 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 referred to in the said Schedule.

Attached to this Tender is a certified cheque in the amount specified in the "Tendering and Bonding Requirements", made payable to the Corporation of the Township of Black River-Matheson. The proceeds of this cheque shall, upon acceptance of the Tender, constitute a deposit which shall be forfeited to the Owner if the Contractor fails to file with the Owner the completed Performance Bond and Payment Bond specified in the "Instruction to Bidders", and an executed form of Agreement for the performance of the work prepared by the Owner in accordance with this Tender and the Provisions, Plans, Specifications and Conditions referred to in the said Schedule within seven (7) clear working days from the date of receipt by the Contractor of the documents requiring execution.

This offer shall be irrevocable for a period of thirty days following the date of the Tender Closing.

Notification of Acceptance may be given and delivery of the form of Agreement made by prepaid post addressed to the Contractor at the address contained in this Tender.

SCHEDULE OF PRICES

ITEM NO.	SPEC . NO.	DESCRIPTION OF ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	314 SP	Granular "A" Modified, Stockpiled	t	30,000		
2	314 SP	Granular "A" Modified, Stockpiled	t	5,000		
		<u>Provisional Items</u>				
3	314 SP	Granular B - Type I Modified, Stockpiled	t	5,000		

SP = SPECIAL PROVISION (P) = PLAN QUANTITY PAYMENT PAGE TOTAL _____
 13% HST _____
 TOTAL TENDER _____

The work specified in the Contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions for Contract No. 2016 - 02.

SCHEDULE OF PROVISIONS, PLANS, SPECIFICATIONS AND CONDITIONS

- A. Special Provisions
 - (a) Special Provisions for Contract No. 2016 - 02 attached
 - (b) Special Provisions for Labour Conditions N/A
 - (c) Liquidated Damages for Contract No. 2016 - 02 attached
 - (d) Pit (Gravel) Sample Release Form attached

- B. Plans

N/A

C. Supplemental Specifications

MTO Supplemental General Conditions of Contract - April 92 (Modified)
attached

D. Standard Specifications

OPSS

102	(92 10)	127	(95 04)	314	(93 12)
1001	(93 03)	1010	(93 03)		

E. Standard Drawings

OPSD

N/A

F. General Conditions

OPS General Conditions of Contract August 1990

DECLARATION BY TENDER

The Tender has carefully examined the Tender Documents listed herewith and understands and accepts the conditions set out therein.

Included with this Tender is a certified cheque or other acceptable security made payable to the Owner and in the amount as set out in the Tender Documents. This deposit is subject to the conditions set out in the Information for Tenders.

The Contractor acknowledges that Addendum/Addenda No. _____ inclusive has/have been received and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

The Contractor declared that no person, partnership or corporation other than the Contractor has any interest in this tender or in the proposed contract for which this tender is made.

The Tender further declares that this tender is made without any connection, comparison of figures or arrangements with, or knowledge of, and other person, partnership or corporation making a tender for the same work and is in all respects made without collusion or fraud.

The Contractor by this Tender offers to furnish all Labour, Equipment and Material for the performance of the Work for the unit prices or lump sums set forth in this Tender, all in accordance with the Tender Documents.

This offer shall be irrevocable for a period of thirty days following the date of Tender Closing.

THE CONTRACTOR BY THIS TENDER OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.

Dated at: _____ this _____ day of _____ 20_____.

Contractor signs here and Seal where applicable

Position

INSTRUCTIONS TO BIDDERS

Bidders must conform to the following conditions. Those failing do so may be subject to disqualification.

1. TENDERING REQUIREMENTS

- (a) The sealed Tender envelope must clearly indicate the Township's name and address. The Tender must be received by 2:00 p.m. local time on the Tender closing date. The Tenders will be opened and read at 2:15 p.m. local time on the Tender closing date in the Council Chambers.
- (b) The Tender must be legible and ALL ITEMS MUST BE BID with the unit price for every item and other entries being fully clear.
- (c) The Tender must not be restricted by a covering letter or by alterations or additions to the tender form. Adjustments will not be considered. A bidder may void a tender by superseding it with a later tender.
- (d) A tender may be withdrawn under certain circumstances.
- (e) The Tender form must be signed and sealed in the spaces provided by a responsible official of the bidding organization. If a joint tender is submitted, it must be signed and sealed separately on behalf of each Company.
- (f) A certified cheque made payable to the CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON equal to, or greater than, the amount shown in the following table must be enclosed in the same envelope as the tender.

TOTAL TENDER AMOUNT		DEPOSIT REQUIRED
\$10,000.00	or less	\$500.00
10,000.01	to 20,000.00	1,500.00
20,000.01	to 50,000.00	3,500.00
50,000.01	to 100,000.00	7,500.00
100,000.01	to 250,000.00	15,000.00
250,000.01	to 500,000.00	20,000.00
500,000.01	to 1,000,000.00	40,000.00
1,000,000.01	to 2,000,000.00	75,000.00
2,000,000.01	And over	150,000.00

2. ENQUIRIES DURING BIDDING

All enquiries relative to the contract shall be directed to:

Mr. Albert Dionne
Director of Works & Operations
Township of Black River - Matheson
Public Works Department
429 Park Lane
Matheson, Ontario P0K 1N0
(705) 273-2313 - FAX (705) 273-2140

3. CONTRACT AWARD PROCEDURES

- (a) The Township of Black River-Matheson shall have the right to reject the lowest, any or all tenders, and to accept any tender which may be considered in the best interests of the Township.
- (b) Following the opening and checking of tenders, the Owner will retain the deposit cheques of the low and second low bidders, and will return all other bidders' deposit cheques.
- (c) The Owner will notify the successful bidder that his tender has been accepted within 48 hours of the tender being approved by Council. The deposit cheque will be returned to the second bidder upon execution of the contract.
- (d) Notice of Acceptance of Tender will be by telephone and by written form of notice.
- (e) The successful bidder shall deliver by hand or by mail within seven working days of receiving written notice, Performance and/or Payment Bonds in the prescribed amount to:

Ms. Heather Smith, Clerk
Township of Black River - Matheson
P.O. Box 601 - 429 Park Lane
Matheson, Ontario P0K 1N0
(705) 273-2313 - FAX (705) 273-2140

Satisfactory proof of Public Liability, Property Damage Insurance and WSIB Clearance Certificates in accordance with GC 6 of the General Conditions shall also be provided.

The bid deposit cheque shall be forfeited if the successful bidder fails to enter into the contract following Notice of Acceptance of Tender.

- (f) Following receipt of satisfactory bonds and insurance certificate, the Contractor will receive written Notifications of Award of Contract which, with the submitted tender, shall constitute the contractual agreement and which will authorize the Contractor to proceed with the work.

4. PERFORMANCE EVALUATION

- (a) The Owner evaluates the performance of all its Contractors in the following areas:
 - (1) Head office administration
 - (2) Adherence to specifications and special provisions
 - (3) Public relations
 - (4) Field supervision and layout
 - (5) Condition and sufficiency of equipment
- (b) Performance may be classified as very good, good, average, below average or poor in each of these areas. The evaluation will be made on the basis of your everyday performance on the work and Instruction Notices issued quality assurance test results and Infraction Notices issued.
- (c) If your performance on a contract is evaluated as below average in two or poor in one or more of these areas, the Director of Public Works will notify you of your deficiencies in writing and warn you that if your performance of work does not improve on subsequent contracts you may be disqualified from bidding on Owner contracts in the future.
- (d) If your performance on a contract is classified as below average or poor in four of five areas, the Director of Works and Operations will recommend that you be disqualified from bidding on Owner contracts for a period of up to one year from the date the work commenced under the contract, which resulted in the unsatisfactory performance report, was completed or abandoned.
- (e) Before the Director of Works and Operations disqualifies you from bidding on Owner contracts, he will ask you to provide a written explanation of your below average or poor performance and any representations you may wish to make regarding the severity of the penalty to be imposed.
- (f) If your performance is classified as below average or poor in two or more areas on a subsequent contract carried out within thirty-six months from the date of your first unsatisfactory performance report, the Director of Works and Operations will disqualify you from bidding for a further period to be defined by the Director.

- (g) If you are disqualified from bidding on Owner contracts your disqualification will extend to any sole proprietorship, partnership or corporation in which you are an active member of the management team or for which you would be actively involved in the ongoing supervision of work under an Owner contract.

SPECIAL PROVISIONS

All Township roadways have spring load restrictions in force.

All costs of the use, construction and maintenance of access and haul roads, clearing, grubbing, stripping, restoration and royalties for granular pits shall be included in the unit prices for the granular items concerned.

The Contractor must supply sufficient equipment (proof of vehicle safety check may be required) to carry out an efficient and continuous operation.

Upon the completion of the contract, the Contractor must grade the pit in and leave in a state as approved by MNR and the Township of Black River Matheson at which time a release form signed by the Township will be supplied.

ITEM NO. 1 - GRANULAR "A" MODIFIED, STOCKPILED

The Contractor shall stockpile materials in the pit at a location as directed by the Director of Works and Operations.

The Contractor is advised that compaction is not a requirement of this Item.

Form 314 is amended by the addition of the following:

The gradation of Granular "A" shall meet the requirements of OPSS 1010 except that the maximum size shall be 22.4 mm (7/8") with 97-100% passing the 22.4 mm sieve.

ITEM NO. 2 - GRANULAR "A" MODIFIED, STOCKPILED

The Contractor shall stockpile material in the BRM Public Works Yard on Vimy Ridge Road in Matheson, Ontario as directed by the Director of Works and Operations.

Form 314 is amended by the addition of the following:

The gradation of Granular "A" shall meet the requirements of OPSS 1010 except that the maximum size shall be 22.4 mm (7/8") with 97-100% passing the 22.4 mm sieve.

ITEM NO. 3 - GRANULAR "B"- TYPE I, MODIFIED, STOCKPILED

The Contractor shall stockpile material in the BRM Public Works Yard on Vimy Ridge Road in Matheson, Ontario as directed by the Director of Works and Operations.

Form 314 is amended by the addition of the following:

The gradation of Granular "B" Type 1 shall meet the requirements of OPSS 1010 except that the maximum size shall be 76mm (3") with total content containing 35-40% stone.

This item is provisional and award will depend on approval of budget by Council. The contractor is advised that the Township reserves the right to delete this item depending on funds being available.

CONTRACTOR'S INSURANCE

Section GC6 of the GENERAL CONDITIONS OF CONTRACTS is amended by deleting subsection GC6.03.02 and GC6.03.03 in their entirety and replaced by the following:

Work Place Safety Insurance Board

1. The successful bidder must supply the Director proof of registration with the WSIB prior to the award of the Contract.

General Liability Insurance

1. General Liability insurance shall be in the joint names of the Contractor and the Owner with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with a property damage deductible of not more than \$5,000.00.
2. The policies shall be endorsed to provide the Owner with not less than 30 days written notice in advance of cancellation, change or amendment restricting coverage.
2. "Claims Made" insurance policies will not be permitted.

Automobile Liability Insurance

1. Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 days written notice in advance of any cancellation, change or amendment restricting coverage.
 - a) Standard non-owned automobile policy including standard contractual liability endorsement; and
 - b) Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

HEALTH AND SAFETY

The Contractor and their staff must follow all Occupational Health and Safety Acts and Regulations, Ministry of Transportation, Ministry of Environment and Ministry of Labour laws and shall meet with the Director of Works and Operations prior to commencing operations, and as requested by the Director of Works and Operations, to review safety procedures used during the contract.

The Contractor shall maintain safety records which shall include all daily safety vehicle checks, safety meeting minutes, records of training, and safety violations issued during the contract as well as any and all other pertinent information regarding the safe operations throughout the contract. This file shall be reviewed by the Director at any time upon request. Any and all infractions issued to the Contractor shall be copied and given to the Director of Works and Operations immediately.

BONDING

The provision of Performance and Payment Bonds is not a requirement of this contract. Any references in the Contract Documents to the provision and use of, or recourse, Payment or Performance Bonds, or Surety, is hereby deleted.

The provision of a Tender Deposit is a requirement of this Contract and the certified cheque of the Contractor will be held as security until completion of the Contract.

LIQUIDATED DAMAGES

Fixed Completion Date and Charges

1. TIME

Time shall be the essence of this Contract.

2. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall complete this Contract in its entirety by November 18, 2016.

If the time limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected the additional and/or augmented daylight and night shifts will be required throughout the life of the contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefor.

3. LIQUIDATED DAMAGES

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 date of completion specified aforementioned or as extended in accordance with Section G.C. 3.07 of the General Conditions, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$300.00 as liquidated damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner which will accrue during the period in excess of the prescribed date of completion, including engineering and administration costs.

4. GUARANTEED MAINTENANCE

The Contractor shall make good in a permanent manner, satisfactory to the Owner, and imperfections due to the materials or workmanship used in the construction and any damage caused by such imperfections. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Owner or the Engineer.

The decision of the Owner and the Director shall be final as to the necessity for repairs or for any work to be done under this section.

The Owner or the Director may, in cases of danger or public safety, make such immediate arrangements for repair as he sees fit, and the Owner or the Director will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.



PIT (GRAVEL) SAMPLE RELEASE FORM

Date: _____

Pit: _____

Sample #: _____

Sample Collected By: _____

Contractor: _____

Contractor Representative on Site: _____

I hereby acknowledge that I was present on site for the collection of the above mentioned gravel sample and that the sample was collected in a matter considered fair and correct.

Signed: _____

Date: _____