The Corporation of



THE TOWNSHIP OF MELANCTHON

157101 Highway 10, Melancthon, ON L9V 2E6

Telephone - (519) 925-5525 Fax No. - (519) 925-1110

## 2019 TENDER FOR GRAVEL - SUPPLY & DELIVER TOWNSHIP OF MELANCTHON

Sealed tenders to supply and deliver approximately 20,000 tonnes of "M" Gravel, 5/8", and 10,000 tonnes of Granular "A" Gravel to specified roads within the Township, will be received by the undersigned until 1:00 p.m. on Thursday, May 2, 2019. Start time approximately May 21, 2019. Please specify pit location. Material to meet O.P.S.S. Test to be paid by contractor with sample to be supplied by Township. Map supplied by Township.

The Township shall have the right not to accept the lowest or any other tender. The Township reserves the right to reject any or all tenders. The Township shall have the right to cancel the request process and to place a new request for tenders. The tenders shall be evaluated on the basis of providing the greatest value based on quality, service and price as determined by the Township in its sole and unfettered discretion. The Township 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 Township, be disgualified or rejected. In no event will the Township 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 as a result of participating in this tendering process and by submitting a tender each Bidder shall be deemed to have agreed that it has no claim.

Craig Micks, Director of Public Works Township of Melancthon 157101 Highway 10 Melancthon, Ontario L9V 2E6 519-925-5525

# TENDER FOR GRAVEL SUPPLY & HAULING



### Sealed Tender to be submitted to:

Craig Micks Director of Public Works Township of Melancthon 157101 Highway 10 Melancthon, Ontario L9V 2E6 (519)925-5525 FAX (519) 925-1110 Supply and Hauling of Gravel, (please specify pit location) meeting O.P.S.S. - test to be paid by contractor, sample supplied by Township, as indicated:

Approximately 20,000 tonnes of "M" Gravel, 5/8" and 10,000 tonnes of "A" Gravel, per attached map

- 1. Tender closes at 1:00 p.m. on May 2, 2019. Sealed tender to be clearly marked.
- 10% deposit to be included as indicated on attached Tender Information Sheet.
- 2. Roads to be graveled may vary somewhat, depending on Spring breakup.
- 3. Up to date C.V.O.R. record, proof of insurance and WSIB Certificate must be supplied upon acceptance of Tender.
- 4. Lowest or any tender not necessarily accepted. Subject to approval by Council.
- 5. Contract to be completed by June 7, 2019.
- 6. Minimum of 2000 tonnes per day, delivered with belly dumps.
- 7. Must have Common Core Training for all personnel. All heavy equipment operators who extract material are required by law to be trained in their area of work and proof must be supplied upon acceptance of tender.
- 8. The contractor is required to comply with Customer Service Accessibility Policy and to sign Compliance Acknowledgment accordingly. (To be provided upon acceptance of tender).

	"M" Gravel, 5/8"	
At	\$per tonne	Company
Plus tax	\$	Per
	"A" Gravel	Address
At	\$per tonne	
Plus tax	\$	
	Trucking	Date
At	\$per tonne	Telephone/FAX
Plus tax \$		

#### **TENDER INFORMATION**

A certified cheque or bank draft made payable to the municipality in the amount of 10% of the total tender must be submitted with the tender. The cheque(s) of the unsuccessful bidders will be returned within 7 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, or bank draft 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 and execution of the contract the tender deposit will be returned to the contractor.

#### **Basis of Rejection of Tender**

Tenders may be rejected for any one of the following reasons:

- 1) Bids received after closing date
- 2) Bids received on other than the tender form supplied
- 3) Bids not completed in ink or by typewriter
- 4) Incomplete bids (all items not bid)
- 5) Qualified or conditional bids
- 6) Bids not properly signed and sealed

#### **Liability Insurance**

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage insurance acceptable to the municipality providing insurance coverage in respect of any one accident to the limit of at least \$1,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy shall name the municipality as an additional insured thereunder and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

#### **General Conditions**

*<u>Regulations</u>*: The Contractor shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

<u>WSIB:</u> Copy of WSIB Certificate required.

*<u>Completion</u>*: Time shall be of the essence of this agreement.

<u>Payments:</u> Monthly payments for work done may be paid to 85% of the estimated value of the work performed; within 37 days of the date of acceptance of the completed contract, the remaining 15% will be released to the Contractor.

<u>Road Superintendent or Engineer</u>: 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.

<u>C.V.O.R.</u>: Acceptance of tender subject to satisfactory C.V.O.R. rating. Transcript required at that time.

<u>Damage By Vehicles and Other Equipment:</u> If at any time, in the opinion of the Engineer or Road Superintendent, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, but the Contractor's vehicles or other equipment whether licensed or unlicensed, the contractor shall, on the direction of the Road Superintendent and at the Contractor's own expense make changes in or 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.

<u>Loading of Motor Vehicles:</u> 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 vehicle registration is required for 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.

