



The Corporation of
THE TOWNSHIP OF MELANCTHON
157101 Highway 10, Melancthon, ON L9V 2E6
Telephone - (519) 925-5525
Fax No. - (519) 925-1110

2025 TENDER FOR GRAVEL - SUPPLY & DELIVER TOWNSHIP OF MELANCTHON

Sealed tenders to supply and deliver approximately 5,000 tonnes of "M" Gravel, 5/8", 5,000 tonnes of Granular "A" Gravel and 15,000 tonnes of 19mm Limestone Crusher Run to specified roads within the Township, will be received by the undersigned until 12:00 p.m. on Tuesday, April 29th, 2025. Start time approximately May 20th, 2025. 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 tender process any time prior to a successful bidder being declared. The tenders shall be evaluated on the basis of providing the greatest value based on experience, 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 disqualified or rejected. In no event will the Township be responsible for the costs of the preparation or 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. The Township reserves the right, in its sole discretion, to accept any bid that contains minor irregularities. Such acceptance shall not be deemed prejudice or affect the fairness of the tender process. The Township's decision in this regard shall be final and binding, and no bidder shall have any claim against the Township for the acceptance of a bid with minor irregularities.

The Township further reserves the right to amend or modify any part of the tender document, including the scope of work, specifications and terms and conditions, at any time prior to the closing date. Any amendments will be communicated to all prospective bidders.

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

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, the bidder 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.

All bidders should carefully review the 2025 Tender for Gravel – Supply & Delivery as its terms shall be in addition to all terms herein.

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
- 7) Bids with mistakes or irregularities that are considered to be material in the sole and unfettered opinion of the Township.

Commercial General Liability

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000, within any policy year with respect to completed operations and a deductible of not more than \$5,000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name the Owner as an additional insured

- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Owners and Contractors Protective
- (i) Broad Form Property Damage
- (j) 30 days' notice of cancellation
- (k) Attached Machinery

The following may apply:

- a) If applicable to the construction project described in the Agreement, coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading.
- b) To achieve the desired limits, umbrella or excess liability insurance may be used.

Automobile Liability Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the successful bidder.

Contractor's Equipment Floater

The successful bidder shall provide and maintain coverage on equipment used during at all times during the term. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense.

Indemnification and Hold-Harmless Clause

The successful bidder shall defend, indemnify and save harmless Township of Melancthon its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever,

including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the successful bidder, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Tender. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful bidder in accordance with this Tender and shall survive this Tender.

The successful bidder agrees to defend, indemnify and save harmless Township of Melancthon from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the successful bidder status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the successful bidder in accordance with this Tender, and shall survive this Tender.

General Conditions

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

WSIB: Copy of WSIB Certificate required.

Completion: Time shall be of the essence of this agreement.

Payments: 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 once all work has been performed, the remaining 15% will be released to the Contractor.

Road Superintendent or Engineer: 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.

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

Damage By Vehicles and Other Equipment: 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.

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 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

TENDER FOR GRAVEL SUPPLY & HAULING



Sealed Tender to be Submitted to:

Craig Micks
Public Works Superintendent
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 **5,000 tonnes of "M" Gravel, 5/8"** and **5,000 tonnes of "A" Gravel**, and **15,000 tonnes of 19mm Limestone Crusher Run** per attached map

1. **Tender closes at 12:00 p.m. on Tuesday April 29th, 2025. Sealed tender to be clearly marked.**
2. 10% deposit to be included as indicated on attached Tender Information Sheet.
3. Roads to be graveled may vary somewhat, depending on Spring break up.
4. Up to date C.V.O.R. record, proof of insurance and WSIB Certificate must be supplied upon acceptance of Tender.
5. Lowest or any tender not necessarily accepted. Successful bid is subject to approval by Council.
6. Contract to be completed by June 20th, 2025.
7. Minimum of 2000 tonnes per day, delivered with belly dumps.
8. 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.
9. The contractor is required to comply with Customer Service Accessibility Policy and to sign Compliance Acknowledgment accordingly. (To be provided upon acceptance of tender).
10. Bidder must review the terms of the 2025 Tender for Gravel – Supply & Delivery, as its terms shall be in addition to those herein.

"M" Gravel, 5/8"

At \$ _____ per tonne

Plus HST \$ _____

"A" Gravel

At \$ _____ per tonne

Plus HST \$ _____

19mm Limestone Crusher Run

At \$ _____ per tonne

Plus HST \$ _____

Trucking

At \$ _____ per tonne

Plus HST \$ _____

Company

Per

Address

Date

Telephone/FAX

Email

Pit Location (Mandatory)

OSPREY

