



**TOWNSHIP OF LANARK HIGHLANDS**

TENDER PW 2018-10

**TENDER FOR GRANULAR MATERIALS**

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Name of Firm or Individual

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Address

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Telephone and Fax Number

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Email Address

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Name of Person Signing for Firm

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Position of Person Signing for Firm

TENDERS RECEIVED BY:

**Tom McCarthy, Public Works Superintendent**

Township of Lanark Highlands  
75 George Street, P.O. Box 340  
Lanark, Ontario  
K0G 1K0

Telephone: (613) 259-2398 Ext. 239

FAX: (613) 259-2291

*Note: Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine qualifications. Questions about the collection of Information should be directed to the CAO/Clerk at the address indicated above.*

## **PART "A" - GENERAL REQUIREMENTS AND INFORMATION TO BIDDERS**

### 1. **Tenders**

Sealed Tenders clearly marked as to contents will be received by the Public Works Superintendent of the Township of Lanark Highlands, at the Township Municipal Office, P.O. Box 340, 75 George Street, Lanark, Ontario K0G 1K0 **until 2:00 pm May 23rd, 2018 for Granular Maintenance. Tenders will be opened 2:15 pm May 23rd, 2018.**

### 2. **Tender form**

One copy of the tender, on the forms provided, shall be submitted. All information shall be shown in the tender in the space provided including signature of the Tenderer with his address and telephone number.

### 3. **Tender Deposits**

A certified cheque made payable to the Corporation of the Township of Lanark Highlands for an amount equaling ten per cent (10%) of the total cost of the work should 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 cheques submitted by the unsuccessful bidders will be returned without interest after the awarding of the work.

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

The owner reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in their 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 owner.

### 6. **Ability and Experience of Bidder**

The owner reserves the right to reject the tender of any bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully prosecute 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. **Payments**

Payment will be made to the Contractor in the amount of 90% of the estimated work completed to date of certificate or invoice. The date of the estimates for certificate will be approximately the 25th of the month with payment made prior to the 15th of the following month.

Final release of the 10% holdback will be made after 45 days from the date of acceptance. Final payment will be made subject to the following additional conditions:

(i) A declaration sworn before a Commissioner, Justice of the Peace, etc., shall be provided by the Contractor stating that all debts contracted during the performance and in conjunction with this Contract have been discharged, whether such debts were contracted by the Contractor or his employees. (Copy attached for information)

(ii) A certificate from the Worker's Compensation Board shall be provided indicating that all payments by the Contractor to the Board, in conjunction with this Contract have been made and that the owner will not be liable to the Board for future payments in connection with this Contract.

9. **Completion Date and Liquidated Damages**

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

In the event of any delay in completing this Contract by the completion date, the Contractor will pay to the Township the sum of THREE HUNDRED DOLLARS (\$300.00) per day for liquidated damages for each and every calendar days' delay in finishing the work, except Saturdays, Sundays and Statutory Holidays.

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. Successful contractor to comply with MTO book 7.

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. However, should such increase exceed 30%, then either party to the tender may request, in writing, that negotiations be carried out to determine if a revised unit price would be appropriate. The contractor will work diligently with the Township to ensure that the quantities delivered do not exceed the Townships set budget for gravel purchase, which is available on the Townships website.

12. **Taxes**

Tenders shall include all applicable taxes and duties in their unit prices, with the exception of the Harmonized Sales Tax (HST) which shall be included as indicated in the Form of Tender.

13. **Starting Time**

The Contractor must notify the Township 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 (GC 6.03.02) shall be 2 million dollars inclusive per occurrence.

16. **Supply of Materials**

The Contractor shall be responsible for supplying all materials required to complete the work in accordance with the specifications. The source of supply and quality of materials supplied by the Contractor must be approved by the Township prior to their use on the Contract.

17. **Haul Roads**

Section 212.07.05 of OPSS Form 200 shall be amended by the addition of the following paragraph:

"No payment shall be made for materials placed and work performed in accordance with the requirement of this section."

18. **Safety**

The Contractor assumes full responsibility for conforming with all legislation regarding the safety of his employees and the public on this contract and all notices required to comply with the legislation.

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 owner 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 owner may then award the contract to one of the other bidders or to take such other action as he chooses

## 20. **Award of Contract**

All items in the award of this Contract are subject to the approval of the Ontario Ministry of Transportation.

## 21. **Declaration of Bidder**

The Bidder declares that:

1. (a) No persons, other than the Bidder, have any interest in this RFP or in the Contract proposed to be entered into.
  - (b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.
  - (c) The several matters stated in the said Submission are in all respects true.
  - (d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the RFP Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.
  - (e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.
  - (f) The work is to commence as specified in this document.
  - (g) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.
  - (h) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or Engineer.
- 2A. The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.
- 2B. The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the

Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

2C. The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:

- (i) Accept a non-compliant Tender;
- (ii) Accept a Tender which is not the lowest Tender; and
- (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.

2D. The Owner reserves the right to consider, during the evaluation of Tenders;

- (i) information provided in the Tender document itself;
- (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
- (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
- (iv) the manner in which the Bidder provides services to others;
- (v) the experience and qualification of the Bidder's senior management, and project management;
- (vi) the compliance of the Bidder with the Owner's requirements and specifications; and
- (vii) innovative approaches proposed by the Bidder in the Tender;
- (viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFP.

2E. The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

Submit tender to:

**Thomas McCarthy**  
**Township of Lanark Highlands**  
**75 George Street, P.O. Box 340,**  
**Lanark, Ontario**  
**K0G 1K0**

**Telephone:** (613) 259-2398 Ext. 239  
**FAX:** (613) 259-2291  
**Email:** [tmccarthy@lanarkhighlands.ca](mailto:tmccarthy@lanarkhighlands.ca)

## PART "B" - SPECIFICATIONS

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

All materials supplied shall conform to Ontario Provincial Standard Specifications OPSS 1010 – Aggregates – Granular M.

The Granular materials **shall** be tested at the Contractor's expense.

Only materials conforming to the Ministry of Transportation Specifications and approved by the Township shall be used in the work. The Township retains the right to specify acceptable pits and to decide that section of a pit to be used. The Township will make no allowance, whatsoever, for extra charges incurred by the Contractor in the purchasing of the materials. The Contractor must check out all possible materials when bidding.

2. The Contractor shall be required to supply and spread the gravel from the truck in such a way that it can be easily graded.

**The Contractor will supply the necessary equipment to compact the granular material.**

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### OPSS 1010 GRADATION REQUIREMENTS\*

<u>MTO SIEVE DESIGNATION</u>	<u>GRANULAR "A"</u>	<u>GRANULAR "M"</u>
150 mm	N/A	N/A
37.5 mm	N/A	N/A
26.5 mm	100	N/A
19.0 mm	85-100	100
13.2 mm	65-90	75-95
9.5 mm	50-73	55-80
4.75 mm	35-55	35-55
1.18 mm	15-40	15-40
300 um	5-22	5-22
150 um	N/A	N/A
75 um	2-8 (2-10)**	2-8 2-10*

\* MTO Lab Test No. LS602

\*\* Where the aggregate is obtained from a quarry or slag source.

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 insuring that the scales are approved before commencement of weighing operations. The weighing of materials shall be as per Form 502, Ontario Provincial Standard Specifications, Metric scales would be desirable, however, if necessary, scales weighing in Imperial Units will be acceptable

4. Computer-type weigh tickets shall accompany every truckload of granular material delivered.

**PART "C" - DESCRIPTION OF ITEMS**

Supply and place Granular "M" Crushed Quarried Stone in minimum tandem load quantities delivered anywhere in the Township. All materials shall be supplied and placed in accordance with and under the direction of the Township of Lanark Highlands Roads Superintendent.

**PART "D" - FORM OF TENDER**

I/We hereby agree to supply and place the required Granular "M" crushed quarried stone in accordance with Parts A, B, C and D of this Tender for the following prices. **Placement of materials to begin no earlier than June 12th, 2018 and finishing no later than June 28<sup>th</sup> 2018.**



# Bid Sheet

## AREA 1

Location	Description	Unit	Est. Qty	Unit Price	Total Price
Black Creek	Gran. "M"	MT	3150	\$_____	\$_____
Clyde Lake	Gran. "M"	MT	3150	\$_____	\$_____
<b>HST \$</b> _____					
<b>TOTAL \$</b> _____					
Quarry Location					
Rock Type					

## AREA 2

Location	Description	Unit	Est. Qty	Unit Price	Total Price
Dobbie	Gran. "M"	MT	2000	\$_____	\$_____
Forbes / 2 <sup>nd</sup> Con A Lanark / Robertson Drive	Gran. "M"	MT	3500	\$_____	\$_____
<b>HST \$</b> _____					
<b>TOTAL \$</b> _____					
Quarry Location					
Rock Type					

**AREA 3**

<b>Location</b>	<b>Description</b>	<b>Unit</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
Peneshula	Gran. "M"	MT	3000	\$_____	\$_____
3 Mile Bay	Gran. "M"	MT	900	\$_____	\$_____
					<b>HST \$</b> _____
					<b>TOTAL \$</b> _____
Quarry Location					
Rock Type					

**AREA 4**

<b>Location</b>	<b>Description</b>	<b>Unit</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
8 <sup>th</sup> Con Dalhousie	Gran. "M"	MT	3800	\$_____	\$_____
11 <sup>th</sup> Con Dalhousie	Gran. "M"	MT	1400	\$_____	\$_____
North Shore Road	Gran. "M"	MT	1650	\$_____	\$_____
Gully Road	Gran. "M"	MT	735	\$_____	\$_____
					<b>HST \$</b> _____
					<b>TOTAL \$</b> _____
Quarry Location					
Rock Type					

**AREA 5**

<b>Location</b>	<b>Description</b>	<b>Unit</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
Galbraith	Gran. "M"	MT	700	\$_____	\$_____
					<b>HST \$</b> _____ <b>TOTAL \$</b> _____
Quarry Location					
Rock Type					

**NOTE**

**Contractors may bid on any or all parts of the tender. The Township reserves the right to award each part of the tender, i.e. Area 1, 2, 3, 4, or 5 separately to the lowest or any tenderer.**

**COMPLETION DATE FOR THIS CONTRACT June 28<sup>th</sup>, 2018.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name of Person \_\_\_\_\_

Position in Firm \_\_\_\_\_

**TOWNSHIP OF LANARK HIGHLANDS**  
**CONTRACT PW 2018-10**

**AGREEMENT**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Between: \_\_\_\_\_ located in \_\_\_\_\_  
(Bidder's Name) (Municipality)

within the \_\_\_\_\_, Province of Ontario.  
(County or Region if applicable)

**Hereinafter called "Bidder"**

**THE PARTY OF THE FIRST PART**

**- AND -**

**THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS**

**Hereinafter called the "Township"**

**THE PARTY OF THE SECOND PART**

**Witnesseth, that the party of the first part**, for and in consideration of the payment or payments specified in the tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to complete such works in strict accordance with the plans, specifications and Tender herefore, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications, and conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

Description of the Works: **Re-Gravel** TENDER PW 2018-10.

Contract PW 2018-10, Agreement continued

The Contractor further agrees that he will deliver the whole of the works completed in accordance with the Agreement within the time stipulated in the General Requirements.

The Bidder agrees that any monies due the Township as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Bidder on any account whatsoever.

**IN CONSIDERATION WHEREOF**, said party of the second part agrees to pay the Bidder for all work done at the unit prices of the Tender.

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the Contractor and the Township have hereto signed their names and set their seals on the day first above written

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Corporation*

\_\_\_\_\_  
*Signature of Company*

(Company Seal)  
or

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Printed Name*

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.