



**CORPORATION OF THE TOWNSHIP OF MADOC**

**REQUEST FOR TENDER**

**TYPE 'M' MAINTENANCE GRAVEL-2022**

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The Corporation of the Township of Madoc, Eldorado , Ontario K0K 1Y0, will receive SEALED TENDERS, properly marked:

**TENDER-TYPE "M" MAINTENANCE GRAVEL - 2022**, until **12:00 p.m. noon** local time  
on:

**Thursday, April 21, 2022**

for the supply, crushing, loading, hauling and placing of 13,000 tonnes of Type "M" Maintenance Gravel meeting the OPSS 1010 Specification for Aggregates, for Spring delivery on Township roads.

**TENDER INFORMATION** including a "Form of Tender and Agreement" is available at the Municipal Office. Tenders must be submitted on Township of Madoc "Form of Tender and Agreement".

**A BID BOND OR CERTIFIED CHEQUE**, in the amount of 10% of the Total Estimated Tender, made payable to The Township of Madoc, must accompany each tender.

**ADDRESS:** Township of Madoc  
Eldorado, Ontario  
K0K 2K0  
Phone: Township Office - 613 473-2677  
Fax: - 613 473-5580  
E-mail: [roads@madoc.ca](mailto:roads@madoc.ca)

**CLOSING DATE:** 12:00 p.m. noon, Thursday, April 21, 2022

The lowest or any tender not necessarily accepted.

Mike Arney  
Roads Superintendent  
Township of Madoc

**CORPORATION OF THE TOWNSHIP OF MADOC**  
**FORM OF TENDER AND AGREEMENT**  
**TYPE "M" MAINTENANCE GRAVEL-2022**

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TENDER BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TO: CORPORATION OF THE TOWNSHIP OF MADOC  
ELDORADO, ONTARIO  
K0K 1Y0

I (We), having carefully examined the site of the proposed works, the conditions affecting the work and all Contract Documents relating thereto, including Specifications, Form of Tender and Agreement, Instructions to Tenderers, General Conditions, General Instructions and Addenda, hereby tender to perform the work in strict accordance with the Contract documents and to furnish all materials, labour, tools, plant and other things necessary therefore, complete within the time specified.

We agree to start our work no earlier than May 16, 2022 and have the work covered by Section 7 Substantially Complete by June 24, 2022.

This proposal or Form of Tender and Agreement when signed by the Contractor shall constitute a formal and binding Contract when accepted by and signed on behalf of the Owner.

The material for the work covered by Section 7.1 and 7.2 will be delivered from these gravel pits;

Lot \_\_\_\_\_, Concession \_\_\_\_\_, Township of \_\_\_\_\_;

Lot \_\_\_\_\_, Concession \_\_\_\_\_, Township of \_\_\_\_\_;

**MAINTENANCE GRAVEL TENDER**

<b>SPECIFICATION SECTION &amp; ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
Section 7.1 - Supply, Crush, Load, Haul & Spread Type "M" Gravel for spring delivery	Metric Tonne	13,000 more or less	\$	\$
Section 7.2 – Supply, Crush, & Load for stockpile the Madoc Township Garage	Metric Tonne	1,000 more or less	\$	\$
Section 5.1 - Harmonized Sales Tax on <u>Supply, Crushing and Delivery</u> of Gravel in Section 7.1 & 7.2	Dollars			
<b>TOTAL ESTIMATED TENDER (BID BOND OR CERTIFIED CHEQUE - 10% OF THIS AMOUNT)</b>		9,000		\$

DATED AT, \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
(Affix Corporate Seal  
Or Witness Signature)

\_\_\_\_\_  
Name and Title of Signing Officer

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THIS SECTION FOR COMPLETION ON ACCEPTANCE BY TOWNSHIP OF MADOC

\_\_\_\_\_  
Signature of Township Officer

\_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
Township Officers Name and Title

\_\_\_\_\_, 2022  
Acceptance Date

## Type "M" Maintenance Gravel

### 1.0 Delivery of Tender Forms

- 1.1 Submit tender on the enclosed Form of Tender and Agreement, in a sealed envelope, delivered and marked:

Tender - Type "M" Maintenance Gravel - 2022

- 1.2 Corporation of The Township of Madoc  
Eldorado, Ontario  
K0K 1Y0

- 1.3 To arrive at the above address on or before 12:00 p.m. noon local time on April 21, 2022.

### 2.0 Inspection of Delivery Sites

- 2.1 Prospective bidders shall inspect the location of the delivery sites to insure that they are familiar with all aspects of the work.

### 3.0 General Information Re Tenders

- 3.1 Oral, telegraphed or telephone tenders or modifications shall not be considered. Tenders received after the above noted time and date shall not be considered.
- 3.2 State Tenderer's legal name in all appropriate places in the Tender Form. **The Tender Form shall be signed and sealed or witnessed by the principal of the Tenderer who is duly authorized to enter into contracts under seal.** The completed Form of Tender and Agreement shall be without exclusion, alteration or erasure.
- 3.3 In selecting the contractor, the type of work completed, location of the gravel pits, the quality of the material (based on the pit history), the experience and financial status of Tenderers and their proposed Subcontractors will all be considered as well as the Tender submitted. The lowest or any tender will not necessarily be accepted. In the event of a tied Tender, the Tender will be awarded at the Owner's discretion
- 3.4 Tenders may be rejected for any one of the following reasons: Bids received after closing time or date; Bids received on other than the tender form supplied; Bids not completed in ink or by typewriter; Incomplete bids (all items not bid); Bid Bond deposit less than required amount; Qualified or conditional bids or bids not properly signed and sealed.

3.5 For the purpose of this Tender the word "Owner" shall mean the Corporation of the Township of Madoc and/or the Owner's authorized agent.

#### **4.0 General**

4.1 Before submitting a tender, the Tenderer shall carefully examine the specifications and shall fully inform himself as to all existing conditions and limitations, including all laws, ordinances and regulations affecting the contract and the work and shall include in his tender all items implied or required to complete the work of this contract.

4.2 Should a Tenderer find discrepancies or ambiguities or omissions from the specifications or should he be in doubt as to their meaning, he shall at once notify the Owner at the address listed in Section 1.2.

#### **5.0 Federal and Provincial Tax**

5.1 The Tender shall be submitted including Harmonized Sales Tax, on the supply, crushing, loading and delivery of the material.

#### **6.0 Bonds**

6.1 The Bid Bond or Certified Cheque, in the amount of 10%, of the successful Contractor will be held as a performance bond until Substantial Completion of the project as certified by the Owner. Cheques from the unsuccessful bidders will be returned within seven days of the tender opening.

#### **7.0 Scope of the Work**

This specification covers the Owner's requirements for supplying, crushing, hauling, spreading at sites specified in Appendix "A" attached hereto and forming part of this contract.

The Contractor shall supply all the materials, labour and equipment required to perform the following work except where specifically noted:

7.1 To supply, crush, load, haul and spread 13,000 metric tonnes more or less of Type "M" Maintenance Gravel for spring delivery on the Township Roads.

7.2 To supply, crush, and load, 1000 metric tonnes more or less of Type "M" Maintenance Gravel for delivery at the Madoc Township Yard at 15651 Highway 62.

7.3 It is understood and agreed that the tender quantities are estimated only and may be increased or decreased by the Owner without any alteration of the contract unit price, however, such increases or decreases shall not exceed forty percent.

## **8.0 Materials and Placement**

- 8.1 Aggregates shall meet the requirements of the OPSS 1010, being the Material Specification for Aggregates - Granular A, B, M and Select Sub grade Material. The Owner reserves the right to sample and test the aggregate at the Owners expense. Aggregate not meeting the specification will be rejected and the Contractor shall not receive compensation for that material or placement.
- 8.2 **If the first test at a pit fails to meet the requirements of OPSS 1010, any re-testing at that pit or an alternate pit will be at the expense of the Contractor.**
- 8.3 The granular materials shall be spread in a uniform layer over the road as directed by the Owner. **Hopper delivery trucks are preferred for delivery on the roadway but dump trucks may be required for “dead-end” roads. Dump trucks are required for stockpiled material.**
- 8.4 The Contractor shall deliver a minimum of 1,200 metric tonnes per day.
- 8.5 Stockpiles shall be built in layers not to exceed one metre in depth, and each layer shall be completed over the entire area of the stockpile before beginning the next layer. Aggregates delivered in trucks to the stockpile shall be uniformly spot-dumped. Coning of the piles or spilling of the material over the edges of the pile will not be permitted.

## **9.0 Work Covered By Contract Documents**

- 9.1 Provide all labour, materials, plant, tools, equipment, transportation and services to complete the work according to the specifications.
- 9.2 All workmanship shall be of the highest quality.
- 9.3 All work shall be done by skilled workman using up-to-date tools in good working condition and all work shall be of the best grade of modern shop and fieldwork.

## **10.0 Miscellaneous Work, Protection, Etc.**

- 10.1 The contractor shall be responsible and make good for damage done by his employees, subcontractors and materials to the work and materials of the Owner's materials and property and shall, at his own expense, replace all materials, property and work damaged to such an extent that they cannot be restored to their original condition.

## **11.0 Workers Compensation Declaration**

- 11.1 The Contractor shall, following acceptance of the Tender, and at the end of the Contract, obtain and provide a clearance letter from the Workplace Safety and Insurance Board, which is satisfactory to the Owner.

## **12.0 Insurance**

- 12.1 The Contractor shall file with the Owner a Certificate of Liability Insurance in a form acceptable to the Owner.

The Liability Insurance shall:

- 12.1.1 have a limit of liability in an amount of not less than **\$3,000,000.00**, inclusive for any one occurrence;
- 12.1.2 be comprehensive Public Liability and Property Damage Insurance covering all operations and liability assumed under Contract with the Owner;
- 12.1.3 be endorsed to provide that the policy will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Owner;
- 12.1.4 name the Owner as an additional insured hereunder and shall protect the Owner against all claims for all damage or injury including death to any person or persons and for damage to any property of the Owner 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 this contract.
- 12.2 The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles, having limits of not less than \$3,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

## **13.0 Occupational Health and Safety Act**

- 13.1 The Contractor shall work within the requirements of the Act and provide all construction and safety aids necessary for this project. **The successful Contractor shall supply the Owner with a copy of the Contractor's Health and Safety Policy.**

## **14.0 Traffic Control and Vehicle Loading**

- 14.1 The contractor shall provide adequate control of traffic while operating on municipal road allowances.

14.2 Where a vehicle is hauling material for use on the work under this contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, R.S.O. 1990, whether such vehicle is registered in the name of the Contractor or not.

#### **15.0 Utilities**

15.1 Overhead and underground utilities may exist in the area of construction. The Contractor shall be entirely responsible for any damage to utilities caused by him, his subcontractors or his employees while undertaking this work.

#### **16.0 Payment**

16.1 Payment shall be authorized by the Owner on a monthly basis subject to a 10% holdback. This 10% shall be held for a period of 45 days following Substantial Completion of the project as certified by the Owner.

#### **17.0 Completion Date**

17.1 The Contractor shall have reached Substantial Completion on the work covered by Sections 7.1 and 7.2 by June 24, 2022.

17.2 Stockpile to be completed by July 22, 2022

#### **18.0 Special Instructions**

18.1 The Contractor shall supply and set up weigh scales at the expense of the Contractor. The Owner will accept loader scales, equipped with a printer. A printout shall be supplied to the owner at the end of each day during the Contract.

18.2 The Owner shall have the right to send loads, selected at random, to the nearest scales to verify the weights.

- END -

### **APPENDIX "A"**

#### **2022 DELIVERY SITES FOR TYPE "M" MAINTENANCE GRAVEL TENDER**

Section 7.1 - Spring Delivery:

(map)

END OF APPENDIX "A"



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