

**PW # 4-18 TENDER FOR GRANULAR "A" GRAVEL CRUSH, APPLY, & STOCKPILE**

Tender Number: PW # 4-18

Sealed Tenders will be received by: Corporation of the Township of Ryerson  
28 Midlothian Road, R R # 1  
Burk's Falls, Ontario P0A 1C0  
(705) 382-3232

Closing Date & Time: May 11, 2018 at 4:00 p.m.

Opening Date & Time: May 14, 2018 at 9:00 a.m. at Municipal Office

**IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE TENDER DOCUMENTS ARE RECEIVED BY THE MUNICIPALITY IN TIME TO MEET THESE REQUIREMENTS**

Tender for: **ITEM # 1** Crush and apply approximately 3,970 tonne of 7/8" Granular "A" Gravel to 3.7 km. of Bartlett Lake Road, between Royston Rd. and Spur Lane.

**Item # 2** Crush and stockpile approximately 4,080 tonnes of 7/8" Granular "A" Gravel

Location: Pit is located at 1555 Royston Road, Ryerson Township. To be stockpiled on adjoining property.

Name of Company making tender: \_\_\_\_\_

**The lowest or any Bid will not necessarily be accepted, and the Township reserves the right to award any portion of this Tender.**

**Forms are available at the Municipal Office or on our website at [www.ryersontownship.ca](http://www.ryersontownship.ca) and must be used by all bidders.**

Ryerson's Procurement Policy is available for review at <http://www.ryersontownship.ca/townhall/tenders&rfps>

I have read and agree with contents \_\_\_\_\_ (Signature)

## **PW # 4-18 TENDER FOR GRANULAR "A" GRAVEL CRUSH, APPLY, & STOCKPILE**

The Township of Ryerson requires a price to:

**Item # 1** To crush and apply approximately 3,970 tonne of 7/8" Granular "A" Gravel to 3.7 km. of Bartlett Lake Road, between Royston Rd. and Spur Lane.

**Item # 2** To crush approximately 4,080 tonne of 7/8 granular "A" gravel at the pit located at 1555 Royston Rd, Ryerson Township, and stockpile crushed material on adjoining property, as directed by Public Works Supervisor.

Sealed tenders clearly marked "**PW #4-18 TENDER FOR GRANULAR "A" GRAVEL CRUSH, APPLY, AND STOCKPILE**" will be received by the Municipality until **4:00 p.m. Friday May 11, 2018**

Work to be completed between June 11, 2018 and August 31, 2018.

### **TENDER PROCEDURES**

1. All inquiries concerning the tender, prior to tender closing, shall be directed to Bob Edmunds, Public Works Supervisor, 705 382-3822. Contractors shall not contact other members of the Township of Ryerson staff in preparing their Tender. The Township of Ryerson may disqualify a Contractor and/or their Tender if it determines that inappropriate contact has been made.
2. Notification of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

### **The Township of Ryerson reserves the right to**

1. Make public the name of any or all Contractors
2. Request written clarification or the submission of supplementary written information in relation to the clarification request from any Contractor and incorporate a Contractor's response to that request for clarification into the Contractor's Tender

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3. Adjust a Contractor's scoring or reject a Contractor's Tender on the basis is:
  - i) A financial analysis;
  - ii) Information provided by references;
  - iii) The Contractor's past performance on previous contracts awarded by the Township of Ryerson;
  - iv) The information provided by a Contractor pursuant to the Township of Ryerson exercising its clarification rights under this Request for Tender process; or
  - v) Other relevant information that arises during the Request for Tender process
4. Verify with any Contractor or with a third party any information set out in a Tender
5. Check references other than those provided by any Contractor
6. Disqualify any Contractor whose Tender contains misrepresentations or any other inaccurate or misleading information, or any qualifications
7. Disqualify any Contractor or the Tender of any Contractor who has engaged in conduct prohibited by this Request for Tender
8. Make changes, including substantial changes, to this Request for Tender provided that those changes are issued by way of addenda in the manner set out in this Request for Tender
9. Select the Contractor other than the Contractor whose Tender reflects the lowest cost to the Township of Ryerson or the highest overall score
10. Cancel this Request for Tender process at any stage
11. Cancel this Request for Tender process at any stage and issue a new Request for Tender for the same or similar deliverables
12. Accept or reject any or all Tenders in whole or in part

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13. Discuss with any Contractor different or additional terms to those contemplated in this Request for Tender or in any Contractor's Tender
14. If a single Tender is received, reject the Tender of the sole Contractor and cancel this Request for Tender process or enter into direct negotiations with the sole Contractor
15. Perform a credit check

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

### **TENDER REQUIREMENTS**

1. A certified cheque, made payable to the Township of Ryerson in the amount of 10% of the 2018 total tender must be submitted with the tender, for deposit purposes. The tender deposit cheques of unsuccessful bidders, except the low and second low bidder will be returned within ten (10) calendar days of the tender opening. The tender deposit of the second low bidder will be returned when the successful bidder has returned the executed Agreement and other applicable documents to the Township. The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.
2. The successful bidder shall provide confirmation of the Firm's Comprehensive General Liability and Property Damage Insurance Coverage, by means of a Certificate of Insurance for the works, within ten (10) calendar days of receiving the Acceptance Notice. Liability limits shall be at least \$2,000,000. per occurrence and include the municipality as an additional insured, with a minimum thirty (30) days notice of cancellation. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
3. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice.
4. The successful bidder is required to deliver proof of certification for Surface Miners Training for all workers, within ten (10) calendar days of receiving the Acceptance Notice.

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5. In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the bidder that the Occupational Health and Safety Act provides in addition to other matters that:

A constructor shall ensure, on a project undertaken by the constructor that,

- i the measures and procedures prescribed in this Act and the regulations are carried out on the project,
- ii every employer and every worker performing work on the project complies with this Act and the regulations, and;
- iii the health and safety of the workers on the project is protected.

**The successful bidder is responsible for providing overhead lines marking, spotters, and traffic control, if required.**

When an unsafe act is being committed during the completion of this tender, the Public Works Supervisor, or his designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.

6. In order to aid the Township in determining the responsibility of each bidder, the bidder shall complete the following statement sheets which are attached.

STATEMENT A - Stating the bidders experience in similar work which he/she has successfully completed.

STATEMENT B - Giving a list of the Bidder's senior supervisory staff to be employed on the contract with summary of the experience of each.

STATEMENT C - Giving the location and description of the construction equipment which the bidder proposes to use.

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If the bidder prefers, he/she may, in lieu of completing and submitting the above mentioned statement sheets, submit the information required by the said sheets on similar forms prepared in his/her office, provided that the said forms bear the bidder's name and the date of preparation and contain up-to-date information.

### **BASIS OF REJECTION OF TENDER**

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter, or by printer.
2. Tender must be in possession of the municipality by the closing date and time.
3. Tender must be on form provided.
4. Tender must be signed by an authorized official of the bidding organization. A joint tender must be signed by each company.
5. All items must be bid.
6. Tender must not be restricted or modified in any way.

The Township of Ryerson may reject any Tender that:

- a) Is incomplete, obscure, or does not comply with all of the material
- b) That may cause or be perceived to cause a Conflict of Interest
- c) Does not comply with all applicable Municipal, Provincial, and Federal laws, codes, and regulations, which may be applicable to the Work performed subsequent to the Request for Tender
- d) Is restricted or qualified by a statement added to the "Figure 1" or by a covering letter, or by alterations to the "Figure 1" supplied.

The Township of Ryerson may waive minor discrepancies that:

- a) Do not affect responsiveness
- b) Are merely a matter of format
- c) Do not change the relative standing or otherwise prejudice other Tenders
- d) Do not change the meaning or scope of the Request for Tender
- e) Are trivial, negligible, or immaterial in nature
- f) Do not reflect a material change in the Work

I have read and agree with contents \_\_\_\_\_ (Signature)

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- g) Do not constitute a substantial reservation against a requirement or provision.

The Township of Ryerson shall not be liable for any expenses, costs or losses suffered by any Contractor or any third party resulting from the Township of Ryerson exercising any of its express or implied rights under this Request for Tender.

The Successful bidder has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment, and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this tender is a Certified Cheque in the amount of 10% of the total tender, made payable to the municipality. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality, this tender form becomes the "agreement for the performance of the work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of the tender opening.

**CONTRACTORS TO INVESTIGATE**

Contractors must satisfy themselves by personal examination of the Pit located at 1555 Royston Road, Ryerson Township and adjoining property as indicated by the Public Works Supervisor, in order to assess the methods and general requirements of the work.

**HARMONIZED SALES TAX**

Unit and/or lump sum prices shall not include the Harmonized Sales Tax.

I have read and agree with contents \_\_\_\_\_ (Signature)

## MEASUREMENT FOR PAYMENT

### 1. GRANULAR MATERIALS

#### a) Tonne Measurement

Should Figure # 1 require payment by the tonne, the method of weighing shall be in accordance with OPSS Form 102. In addition, where a scale is found to be in excess of the Limits of Error specified by the Government of Canada Weights and Measures Act (0.1% on indicated load for a permanent scale and 0.2% on indicated load for a portable scale), but not more than three times the Limits of Error, the scale may continue to be used for no more than 48 hours. Where the scale is in error by more than three times the Limits of Error, weighing of material on the scale must cease immediately.

#### b) Cubic Yard Measurement

##### i) Truck Box Method

Should Figure # 1 indicate payment by the cubic yard Truck Box Method, the volume of materials will be measured loose by predetermined truck box capacities. Loadings of each truck shall be kept to no less than the predetermined capacity. Each truck shall bear an identification symbol, followed by the capacity. A load ticket shall be issued for each truck load, with the cubic yards for payment as shown. If a dispute arises regarding the amount of material being placed in the truck box, it is the truck operator's responsibility to level the load to determine if the load meets the predetermined capacity.

##### ii) End Area Method:

Should Figure # 1 indicate payment by the cubic yard End Area Method, the volume of materials will be measured in their original position by the average end area method.

**For the purpose of this tender, it will be presumed that 1 tonne = .74 cubic yard.**

## BASIS OF PAYMENT

Payment at the Contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and materials, except as otherwise provided in the tender, necessary to complete the work to the satisfaction of the municipality.

I have read and agree with contents \_\_\_\_\_ (Signature)



## GENERAL CONDITIONS

### 1. Ontario Provincial Standard Specifications

"General Conditions of Contract" and the Ontario Provincial Standard Specifications listed below apply on this contract, unless otherwise stated in the attached tender documents. The particular revision in effect at the time the contract is advertised shall apply. Where further detail or clarification is required reference shall be made to the appropriate Ontario Provincial Standard Specification below.

- A. OPSS FORM 314 - CONSTRUCTION SPECIFICATION FOR UNTREATED GRANULAR, SUBBASE, BASE, SURFACE, SHOULDER, AND STOCKPILING.
- B. OPSS FORM 102 - GENERAL SPECIFICATION FOR WEIGHING OF MATERIALS.
- C. OPSS FORM 1001 - MATERIAL SPECIFICATION FOR AGGREGATES - GENERAL.
- D. OPSS FORM 1010 - MATERIAL SPECIFICATION FOR AGGREGATES - GRANULAR A, B, M, AND SELECT SUBGRADE MATERIAL.

### 2. Payment, Holdback and Completion

Payments will be made in full, after the completion of the contract to the satisfaction of the municipality.

### 3. Performance Evaluation

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the municipality's contracts for a period of two (2) years.

### 4. Engineer, Authority, Ministry and Municipality

The terms Corporation, Inspector, Engineer, Authority, and Ministry shall be deemed to be the municipality.

**SPECIAL PROVISIONS**

**SPECIAL # 1 TESTING AND ACCEPTANCE OF GRANULAR 'A'**

**FIELD SAMPLING** The Contractor shall be responsible for field sampling in the presence of the Public Works Supervisor. One Lot test must be performed. Time of samples to be at the discretion of the Public Works Supervisor. Samples will be taken from stockpile. Three (3) bag samples are one lot. If sample appears questionable to Public Works Supervisor crushing can continue for that day. Work must stop after that day and not resume until sample results are in.

Samples to be taken using the "Sampling Test Strip" method only, as explained below:

Three loader buckets of gravel will be required. The first will be dumped and rolled over, the second on top of first, and the third on top of other two. The existing pile of gravel should exceed four feet in height. From the front, the pile will be bladed backwards to the pile becomes two to three feet thick. Sample strip of gravel should be fairly representative of the stock pile.

**TESTING** The owner will be responsible for transportation and testing of samples at a designated laboratory (District of Muskoka). Sieve analysis, (gradation requirements) and percent crushed tests will be performed.

**ACCEPTANCE REQUIREMENTS** When either the gradation or the percent crushed particles is not within the specification requirements, an adjusted payment will be allowed at the request of the contractor in lieu of removal, except where a non-conformance is so great that the material is totally unacceptable.

**PAYMENT ADJUSTMENT GUIDELINES** Payment adjustments may be applied to non-conforming material as a percentage of the unit price. Material that requires an adjustment in excess of 25% is considered non-conforming and may not be acceptable under this contract.

**COMPLETION DATE**

I/We (the Contractor) promise to perform the work without undue delay and complete the work between June 11, 2018 and August 31, 2018.

If the time limit is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the works. For the purpose of this tender "Normal Hours" are defined as 7:00 a.m. to 6:00 p.m. Monday to Friday.

If the work is not complete by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the municipality a sum of \$ 250.00 per calendar day, for each day's delay in finishing the work, as liquidated damages. Delays due to weather will be taken in to consideration by the municipality.

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**FIGURE # 1 PW #4-18 TENDER FOR GRANULAR "A" GRAVEL**

|   | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|---|-------------------|--------------|
| 1. Crush and apply approximately 3,970 tonne of 7/8" Granular "A" Gravel to 3.7 km. of Bartlett Lake Road, between Royston Rd. and Spur Lane. | \$ _____          | \$ _____     |
| 2. Crush and Stockpile 7/8" Granular "A" 4,080 tonne  | \$ _____          | \$ _____     |
| HST   |                   | \$ _____     |
| Grand Total Price   |                   | \$ _____     |

**INCLUDE ALL COSTS WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER.**

**Lowest or any tender not necessarily accepted.**

Contractor to provide equipment, trucks, as required.

NAME OF INDIVIDUAL OR FIRM: \_\_\_\_\_  
(hereafter referred to as the "Contractor")

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

PHONE NUMBER: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

I have read and agree with contents \_\_\_\_\_ (Signature)

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**STATEMENT A**

SUMMARY OF TENDERED EXPERIENCE IN SUCCESSFULLY COMPLETED  
SIMILAR WORK.

| Year | Description<br>Of Contract | For Whom Work<br>Performed | Value | Consultant |
|------|----------------------------|----------------------------|-------|------------|
|------|----------------------------|----------------------------|-------|------------|

I have read and agree with contents \_\_\_\_\_ (Signature)

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**STATEMENT B**

**QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF TO BE  
EMPLOYED ON THIS CONTRACT**

| Name | Appointment | Qualifications & Experience |
|------|-------------|-----------------------------|
|------|-------------|-----------------------------|

I have read and agree with contents \_\_\_\_\_ (Signature)

**STATEMENT C**

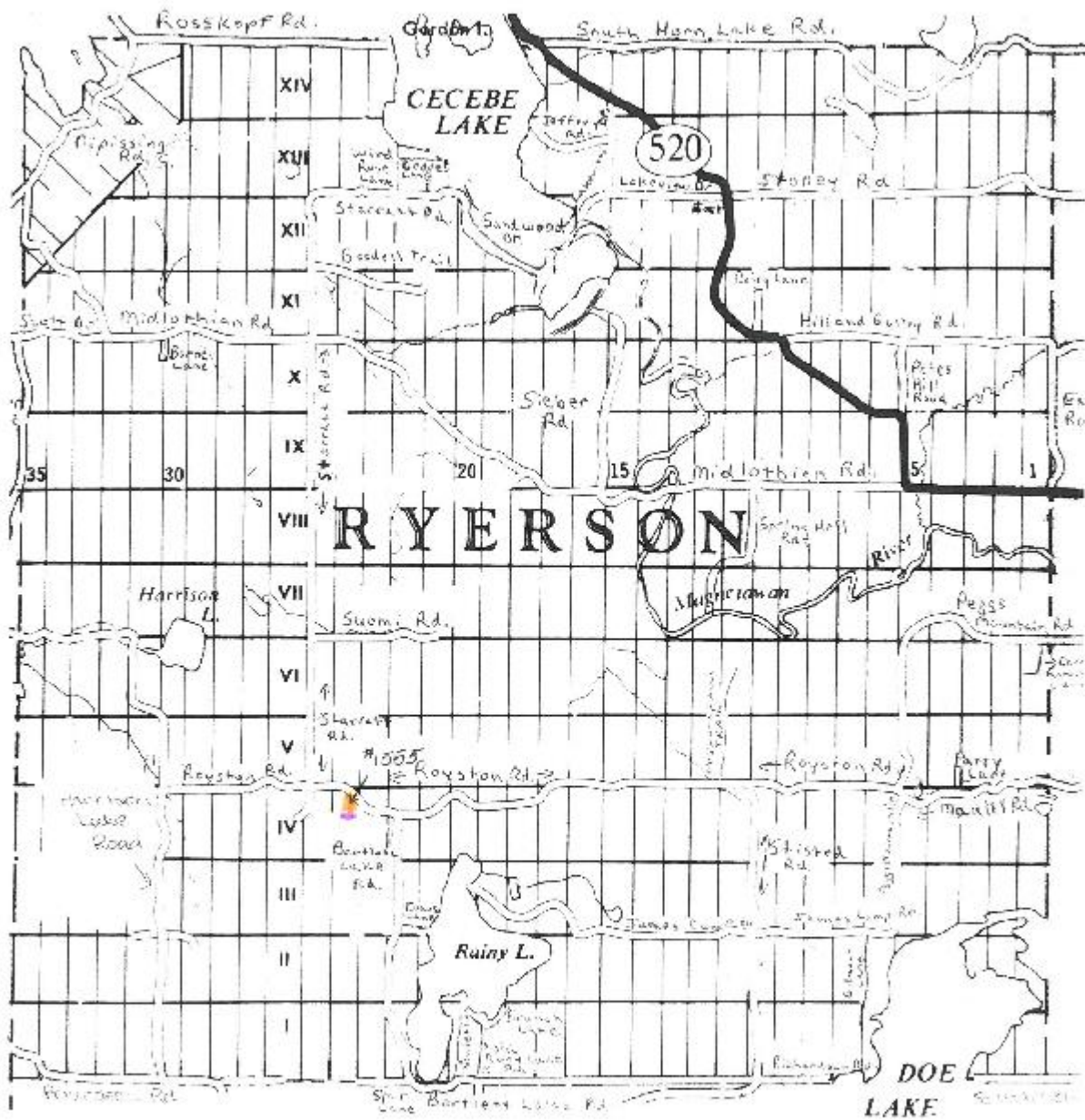
**PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED ON THIS CONTRACT**

Equipment Available

Equipment to be Rented

Equipment to be Purchased

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I have read and agree with contents \_\_\_\_\_ (Signature)