

# **Township of Edwardsburgh Cardinal**

## **Public Works Department**



## **Granular for Maintenance of Unpaved Roads**

**Tender for Supply of Crushed Rock  
Contract No. EC-PW-24-01**

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Township of Edwardsburgh Cardinal  
**Tender Announcement**

**Sealed Tenders** on forms supplied by the Township will be received in envelopes clearly marked as to contents by the Township Clerk at her office in the **Township Hall (18 Centre Street, Spencerville, Ontario)** until **2:00 pm local time on Tuesday March 5, 2024** for:

The supply, hauling and spreading of 5/8" crushed rock onto various unpaved roads within the Municipality. The approximate quantity of crushed rock tendered for is **7,500 metric tonnes**.

Tender Documents may be obtained from the Township Office from Monday to Friday between the hours of 8:30 a.m. and 4:30 p.m. or from the Township's Website.

The lowest or any bid will not necessarily be accepted.

**Important Dates/Schedule**

**Tender Closing:** 2:00pm local time on Tuesday March 5, 2024

**Anticipated Tender Award:** Tuesday March 26, 2024

**Project Completion:** No later than Friday June 21, 2024

**Tender Submission Documentation**

- Received in a sealed envelope clearly marked **Crushed Rock Tender: EC-PW-24-01**
- Completed Form of Tender
- Bid Deposit in the amount of \$5,000.00 in the form of a certified cheque, money order or bank draft and made payable to the "Corporation of the Township of Edwardsburgh Cardinal".

**Successful Bidder Documentation**

- Prior to project work commencing, the following information is required;
- Clearance from the Workplace Safety and Insurance Board (WSIB);
- Proof of General Liability Insurance in the amount of \$5,000,000;
- Proof of Vehicle Liability Insurance in the amount of \$2,000,000;
- Completed and Signed Form of Agreement

**Form of Tender**

**Contractor Information**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_

Email Address: \_\_\_\_\_

Types of equipment supplied  
by contractor, (i.e.; belly dump  
trailer, year, etc.) \_\_\_\_\_

<b><u>TASKS</u></b>	<b><u>QUANTITY</u> (Metric Ton)</b>	<b><u>UNIT PRICE*</u> (\$/Metric Ton)</b>	<b><u>AMOUNT*</u> (\$)</b>
Supply, Hauling, and Spreading of 5/8" Crushed Rock on Various Roads within the Township of Edwardsburgh Cardinal	7,500		

**\*Unit Prices are to be all-inclusive and before applicable taxes. Quantity may vary to meet Budget.**

I/We have read the Tender Documents thoroughly, and understand the contractual requirements contained therein. Accordingly, I/We undertake to execute these contractual requirements for a total sum of:

\$ \_\_\_\_\_

\_\_\_\_\_  
**NAME & POSITION**

\_\_\_\_\_  
**SIGNATURE**

**(PAGE 4 MUST BE COMPLETED AND RETURNED WITH SUBMISSION)**

**The lowest or any Bid will not necessarily be accepted.**

## 1. General Provisions

### Regulations

The Contractor shall abide by all applicable Provincial and Federal Statutes and regulations, including the Occupational Health and Safety Act of Ontario, the Employment Standards Act, Industrial Standards Act, and any other legislation that may be relevant to the proper performance of the work.

### Project Management

The implementation of this Contract will be under the jurisdiction of the Public Works Manager or his duly appointed designate. Any changes to the provisions of this agreement will be made in writing.

### Performance Criteria and Work Inspection

It is incumbent upon the Contractor to utilize adequate equipment and work effort that is suitable to providing the anticipated results. The Public Works Manager may periodically inspect the work. The Contractor shall promptly correct work that does not meet the established performance criteria to the satisfaction of the Public Works Manager at no additional cost to the Contract.

### Payment

Payment at the Contract Unit Price shall be considered compensation in full for performance of the work specified and for the supply of all labor, equipment and material (except as otherwise provided) necessary to complete the work to the satisfaction of the Public Works Manager.

The Tender Quantities are estimates only, and payment will be made on actual quantities supplied, hauled, applied and approved by the Public Works Manager. Should such increase or decrease exceed 20% of the Tender Quantities, however, either party to the Contract may submit a written request for a revision to the Unit Price, citing the reasons for said request.

Payment will be made within 45 days of receipt of the approved invoice.

### Taxes

Harmonized Sales Tax (HST) shall be **in addition to** the tendered unit price. HST shall be **shown separately** on each invoice, and will be paid to the Contractor in addition to the amount certified for payment.

## **2. Specific Provisions**

### Materials

Material supplied under this Contract shall comprise 5/8 Granular "M" in conformance with O.P.S.S. 1010 (April 2013).

### Weigh Scales

The Contractor shall provide weigh scales of sufficient capacity and dimension so as to permit weighing of the entire loaded vehicle in one setting.

The weigh scales shall be approved and tested to ensure accuracy of loads throughout project. The Contractor shall provide evidence of accuracy testing upon request.

### Methodology

Granular material shall be spread in a uniform layer in locations within the Township as directed by the Public Works Manager or his designate. Material shall be hauled and spread at a minimum rate of 1,500 metric tons per day. Commencement of the program to be coordinated with calcium chloride application by the Township's contractor and the agreement of all parties.

### Damage by Vehicles or Equipment

If at any time, in the opinion of the Public Works Manager, damage is being done or is likely to be done to any roadway or any improvement thereon by the Contractor's vehicles or equipment, the Contractor shall, at his/her own expense, make changes in or substitutions for such vehicles or other equipment, or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Manager.

### Loading of Vehicles or Equipment

The Contractor shall ensure that said vehicle(s) or equipment used for hauling material under this contract is not being loaded beyond its legal limit.

## **3. Tender Requirements**

### General

The Tender Form, supplied by the Township must be fully completed and in the possession of the Township on or before the Tender Closing date and time. Tenders received after the closing time shall not be considered, but shall be returned unopened to the bidder.

The Tender Form must be signed by a duly authorized official of the bidding organization in order to be valid.

The tender must be legible, written in ink or typewritten, and all items must be bid unless otherwise specified. Any erasures, over-writings or strikes-outs must be initialled by the official signing on behalf of the bidding organization.

Alternative proposals shall not be considered unless requested in the tender documents.

Any correspondence by mail or telephone, pertaining to adjustments or corrections to a tender already submitted, shall not be considered. A bidder wishing to make adjustments to a tender must first withdraw the original tender and re-submit the alternative bid on the prescribed Tender Form and in accordance with the provisions contained herein prior to the closing.

### **Understanding of Work Requirements**

It is the responsibility of each bidder to satisfy themselves with respect to the physical conditions and/or constraints of the work area. Moreover, it is incumbent upon the bidder to read the tender documents thoroughly, and to ensure that they fully understand the provisions contained therein.

Questions or concerns about the tender process or the work provisions should be directed to:

Chris LeBlanc  
Public Works Manager  
Township of Edwardsburgh Cardinal  
613-658-3055 X 203

### **Bid Deposit**

Tenders shall be accompanied by a certified cheque, money order or bank draft in the amount of \$5,000.00. Tenders submitted without a bid deposit may be rejected.

Bid deposits will be returned to unsuccessful bidders within two weeks of the tender opening. The bid deposit of the successful bidder will be retained until project completion.

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

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

- a) Bids received after closing date;
- b) Bids received on other than the tender form supplied;
- c) Bids not completed in ink or by typewriter;
- d) All items not bid;
- e) Qualified or conditional bids;
- f) Bids not properly signed and sealed.

# Form of Agreement

## TERMS OF SERVICE AGREEMENT BETWEEN:

The “**Corporation of the Township of Edwardsburgh Cardinal**”  
(hereinafter referred to as the “**Township**”)

And

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(hereinafter referred to as the “**Contractor**”)

### TOWNSHIP’S OBLIGATIONS

1. The Township shall provide access to the work site at all reasonable times as may be required in the execution of the Contractor’s duties.
2. The Township shall provide instructions and information to the Contractor that may be necessary in the proper execution of duties.
3. The Township shall process payment for approved invoices within 45 days of receipt.
4. The Township may terminate this Agreement:
  - a) For failure to comply with the terms of this Agreement immediately on providing written notice of termination, or
  - b) For any other justified cause upon providing at least 10 days written notice of termination.

If termination is under paragraph (b), the Township shall pay that portion of outstanding fees owing to the Contractor as is applicable to the completion of satisfactory service prior to termination.

### CONTRACTOR’S OBLIGATIONS

1. The Contractor shall provide all labor and equipment necessary to fulfill the obligations of the Contract within the terms specified.
2. The Contractor shall employ only qualified and competent persons to perform the required work, and shall ensure that said individuals are adequately trained and supervised to fulfill their work duties.



3. The Contractor shall receive and abide by all instructions from the Township that may be relevant to the proper performance of the work.
4. The Contractor shall inform the Township in writing of any problems encountered during the course of work performance, or of any relevant issues requiring the Township's attention.
5. The Contractor shall submit invoices in a timely manner, and shall provide all relevant supporting information as may be required from time to time.
6. The Contractor shall not employ the services of a sub-contractor in the performance of contractual obligations without the written consent of the Township.
7. The Contractor shall not assign his/her rights under this Agreement without prior written consent from the Township.
8. The Contractor shall not provide services to any parties that may, in the Township's reasonable opinion, give rise to a conflict of interest between the Contractor's duties to said parties and to the Township.
9. The Contractor shall abide by all applicable laws and regulations, and shall maintain all required licenses, permits, policies and coverages (i.e., WSIB, \$5,000,000 Public Liability Insurance naming the Township as an additional insured, \$2,000,000 Vehicle Liability Insurance) throughout the term of this Agreement.
10. The Contractor shall indemnify and save harmless the Township, its employees and agents from any losses, claims, damages, actions, causes of action, costs or expenses that we or any of our employees or agents may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, either directly or indirectly, by reason of any act or omission by the Contractor or any of his/her agents, employees, officers, directors, or subcontractors in providing the services.

**GENERAL**

1. Any unresolved disputes between the Contractor and the Township arising from this Agreement shall be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
2. Any notice contemplated by this Agreement must be in writing, and either:
  - a) Sent by fax or e-mail to the addressee's appropriate direction, as specified in this Agreement;
  - b) Delivered by hand to the addressee's place of business;
  - c) Delivered by hand to the addressee's duly authorized agent or employee;
  - d) Mailed by registered post to the addressee's place of business.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ Day of the Month  
of \_\_\_\_\_ in the Year \_\_\_\_\_.

**Corporation of the Township of Edwardsburgh Cardinal**

_____	_____
NAME & POSITION	SIGNATURE

**Contractor**

\_\_\_\_\_

_____	_____
NAME & POSITION	SIGNATURE