

# The Corporation of the Township of Bonnechere Valley

49 Bonnechere Street East  
P.O. Box 100  
Eganville, Ontario K0J 1T0



Phone (613) 628-3101  
Fax (613)628-1336  
works@eganville.com

Tender Number: BV22-06

Tender For: SUPPLY, HAULING & STOCKPILING OF WINTER SAND

Sealed Tenders will be received by: The Corporation of the Township of Bonnechere Valley

P.O. Box 100, 49 Bonnechere St. East

Eganville, Ontario. KOJ 1T0

Attention: Annette Gilchrist, CAO

In addition to courier and hand delivery, the Township will also accept electronic delivery of proposals if they meet the following conditions:

Delivered by email to [works@eganville.com](mailto:works@eganville.com)

Received by the specified submission deadline;

File Format: Must be received as a Zip file to ensure it cannot be previewed.

**Tender Closing Date: Wednesday May 25, 2022**

**Tender Closing Time: 10:00 AM - LOCAL TIME**

Tenders received by the specified submission deadline shall be opened, read and recorded publicly shortly after the tender closing. Public opening does not imply any decision by the Owner with regards to acceptance of the lowest or any tender.

**This complete tender package must be submitted in a sealed envelope, clearly marked with the tender number, contract description and name of tenderer.**

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

# THE TOWNSHIP OF BONNECHERE VALLEY

## INFORMATION FOR TENDERERS

### **Schedule of Contract Documents:**

1. Form of Tender;
2. Information for Tenderers: As issued with the Tender;
3. Special Provisions: As issued with the Tender;
4. Standard Drawing and Specifications: As issued with the Tender;
5. General Conditions of Contract: OPSS.MUNI 100 (dated November 2019).

### **General Information**

The work shall consist of the supply, delivery and stockpiling of screened winter sand as directed by the Municipal Public Works Superintendent or approved representative, together with all materials, labour, equipment, tools and all other things necessary to complete the work in accordance with the provisions of the Contract Documents.

Quantities will be in the salt/sand domes located in Wards 1, 2 and 3. Locations and applicable operational information have been provided with the Contract Special Provisions. Quantities that does not fit in the domes will be placed in the Stock pile location set out by Works Superintendent.

**All work is to be completed by August 26, 2022 except New Sand Shed quantities as per Jason Zohr.**

Sand extraction must be from a valid licensed industrial pit or quarry. It is the responsibility of the bidder to ensure proper operations and licensing. The name of the pit/quarry product is to be taken from shall be provided to the Municipality prior to the start of any work.

The quantities listed in the tender form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price.

Sub-contractors will not be accepted to perform work.

The work shall be completed during daylight hours only.

For the unit price, the Contractor shall perform his/her work in such a way to cause the least possible inconvenience to the travelling public and shall provide all necessary warning signs and flagmen or other protective and/or warning devices as required by Ontario Traffic Manual-Book 7.

For the unit price bid, the Contractor shall supply all materials, labour, tools, equipment and all other things necessary to complete the work in accordance with these contract documents and to the satisfaction of the Municipal Public Works Superintendent or approved representative.

Measurement for payment shall be made in metric tonnes per truck. A weigh ticket for each load shall be issued. The method of weighing shall be by permanent scale, portable flat scale, or loader scale. Proof of calibration of scale must be provided prior to commencement of work.

## **Tendering Procedures**

All inquiries concerning the tender, prior to tender closing, shall be directed to:

**Jason Zohr, Acting Works Superintendent**

**Phone: (613) 628-2855**

**Email: [works@eganville.com](mailto:works@eganville.com)**

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

A Contractor may amend their Tenders at any time prior to the set closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post Tender closure. A Tender may be voided by superseding it with a later Tender or letter of withdrawal, prior to the closing date and time.

Any and all Tenders that are received after the Tender closing date/time, will be rejected by the Municipality. Any and all unsigned Tenders will be deemed unacceptable and will be rejected by the Municipality.

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 the Contractor receives the Notification of Acceptance.

## **Tender Deposit**

A certified cheque made payable to the Corporation of the Township of Bonnechere Valley in the amount of **10% of the total bid price** must be submitted with the tender. The cheque of the unsuccessful bidders will be returned within seven 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 will not be considered.

If the successful bidder wishes, he 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, the tender deposit will be returned to the contractor.

## **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 (except where tender form clearly states that award may be made for individual items).
- e) Qualified or conditional bids.
- f) Bids not properly signed and sealed.

## **Commencement**

The Contractor shall notify the Owner a minimum of three (3) days prior to commencement of any operations.

## **Indemnification**

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable to anything done, or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Contract.

Product must be taken from a valid licensed pit. It is the responsibility of the bidder to ensure proper operations and licensing. The name of the pit product is to be taken from, must be provided prior to project commencement.

## **Liability / Insurance**

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of, one or more persons and loss of or damage to property.

Such policy shall name the municipality as an additional insured there under and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality 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 the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

The successful bidder shall deliver proof of Workplace Safety & Insurance Board (WSIB) coverage, within ten (10) calendar days of receiving the Acceptance Notice.

## **Regulations**

The Contractor shall abide by any federal and provincial health and safety legislation and any other Acts or By-Laws, which are relative to the performance of the work. The Contractor must be in compliance with the HST requirements before the final awarding of the contract takes place. The Contractor shall abide by the Occupational Health and Safety Act. The Township assumes no responsibility for non-compliance.

## **Payments**

The Township shall pay for the Work upon completion and receipt of an itemized invoice from the Contractor. **All invoices related to this tender must be clearly marked with the Contract Number to be accepted by the Accounts Payable Department.** All invoices shall include one copy of the weigh ticket daily summary sheets for each day the Contractor is invoicing for.

## **Completion Date and Liquidation Damages**

This contract shall be completed as stated. In the event of any delay in completing this Contract by the completion date, the contractor will pay to the Township the sum of **FIVE HUNDRED DOLLARS (\$500.00)** per day for liquidated damages for each and every calendar day's delay in finishing the work.

### **Damage by Vehicles and Other Equipment**

If at any time, in the opinion of the Road Superintendent, damage is being done or is likely to be done to any highway or any improvement thereon by the Contractors vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Road Superintendent and at the Contractors 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 Works Superintendent.

### **Loading of Motor Vehicles**

Where a vehicle is hauling materials for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles 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, whether such vehicle is registered in the name of the Contractor or otherwise.

### **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.

### **OPS General Conditions of Contract**

The General Conditions of Contract, Ontario Provincial Standards for Roads and Public Works, OPSS.MUNI 100, dated November 2019 form part of the Contract Documents.

### **OPS Standard Drawings and Specifications**

The Contractor acknowledges that the standard drawings and specifications referred to in the Contract Documents are the Ontario Provincial Standard Drawings (OPSD) and Ontario Provincial Standard Specifications (OPSS) as produced and amended by the Province of Ontario.

The Contractor shall obtain its own copy of the standard drawings and specifications.

Only the municipal and provincial common standards on OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents.

<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>REV. DATE</b>
OPSS.MUNI 102	Weighing of Materials	Nov 2018
OPSS.PROV 127	Schedule of Rental Rates for Construction Equipment	Apr 2018
OPSS.MUNI 180	Management of Excess Materials	Nov 2016
OPSS.MUNI 1001	Aggregates, General	Nov 2018
OPSS.MUNI 1004	Aggregates, Miscellaneous	Nov 2013

Note: If the above noted specifications refer to other Ontario Provincial Standard Specifications for Construction and Materials, it is assumed that they form part of this tender as if they were listed as part of this tender.

## THE TOWNSHIP OF BONNECHERE VALLEY

### SPECIAL PROVISIONS

#### Special Provisions

1. The Contractor shall supply sand to Wards 1, 2, and 3. Locations and equipment requirements are as follows:
  - a) **Ward 1** sand/salt shed is located at 149 John Street in Eganville, ON. Material may be placed using a stacker or dozer.
  - b) **Ward 2** sand/salt shed is located at 33764 Highway 41 in Lot 20 Concession XVIII. Material must be placed by a stacker.
  - c) **Ward 3** sand/salt shed is located at 112 Janet Road in Foymount, ON. Material must be placed in by one or more stackers.
2. Salt for this Contract will be supplied by the Township of Bonnechere Valley and shall be added by the Township at the feeder hopper.
3. Sand for winter maintenance will be supplied by the Contractor and shall be screened in accordance with the specifications of OPSS.MUNI 1004 for Winter Sand.
4. Quality Assurance (QA) Testing shall be completed in accordance with OPSS.MUNI 1004 Appendix 1004-B. Results of Physical Property and Gradation Testing shall be submitted to the Owner. Any and all costs associated with sampling and testing shall be the responsibility of the Contractor.
5. The Contractor shall use their own labour and equipment to haul and place material into the sheds as directed by the Township Public Works Superintendent or approved representative.

**THE TOWNSHIP OF BONNECHERE VALLEY**

**FORM OF TENDER**

Tender Number: BV22-06

Tender For: SUPPLY, HAULING & STOCKPILING OF WINTER SAND

**SCHEDULE OF ITEMS AND PRICES**

ITEM NO.	SPEC. CODE	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
1	SP 1-5	Supply, Haul, Mix and Stockpile Screened Winter Sand	t	6000	\$	\$
SUB-TOTAL						\$
HST (13%)						\$
<b>TOTAL TENDER PRICE</b>						\$

Notes:

1. Approximate quantities by location:  
**1300 tonnes in Ward 1**  
**2100 tonnes in Ward 2**  
**1500 tonnes in Ward 3**  
**1100 tonnes Ward 2 in New Sand Shed**
2. It is understood that the estimated quantities in the foregoing schedule are solely for the purpose of facilitating the comparison of bids and the Tenderer's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less shown herein.
3. The quantities shown in this Tender are an estimate only and are not a guarantee of amount of material to be supplied under this contract. The Township Bonnechere Valley reserves the right to adjust quantities without a change in the tendered unit price.
4. The unit price shall govern whenever the total amount bid for an item does not agree with the extension of the quantity and the unit price, and the total item amount and the Total Tender Price shall be corrected accordingly.

\_\_\_\_\_  
NAME OF FIRM OF INDIVIDUAL (Hereinafter referred to as "THE CONTRACTOR")

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NO.

\_\_\_\_\_  
CONTRACTOR'S FEDERAL GOODS AND SERVICES TAX REGISTRATION NUMBER

**DECLARATION BY TENDERER**

The Contractor 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 for the sum provided in the Schedule of Items and Prices.

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 file with the Municipality, an executed form of agreement for the performance of the work, in accordance with this tender, within ten (10) calendar days from the date of Acceptance of Tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the contract price.

Notification of Acceptance shall be made in writing, addressed to the Contractor at the address contained in the tender and upon such notification of acceptance the within tender shall constitute the contract between the parties. Therefore, no agreement for or other separate document will be required.

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

I/We (the Contractor) promise to perform the work without undo delay and further promise to complete the work by: **August 26, 2022 except New Sand Shed quantities as per Jason Zohr.**

\_\_\_\_\_  
Authorized Signature

(Witness or Firm Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Person with Signing Authority (Print)

\_\_\_\_\_  
Title of Person with Signing Authority (Print)