

TENDER # 2023-06

MUNICIPALITY OF CENTRAL MANITOULIN

2023 CONTRACT

FOR SUPPLY OF GRANULAR MATERIAL

GRANULAR – CLASS 6-HL3

And

Granular M

AND

CLASS 2

April 2023

Municipality of Central Manitoulin
2023 Contract
For Supply of Granular Materials
Granular – CLASS 6-HL3
And
Granular M
AND
CLASS 2

General Index

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1. **FORM OF TENDER**

**TENDER FOR GRANULAR MATERIALS
GRANULAR – CLASS 6-HL3
And
Granular M
And
Class 2**

MUNICIPALITY OF CENTRAL MANITOULIN

TENDER CLOSING DATE: FRIDAY-APRIL 28TH, 2023 **AT 12:00P.M. (noon)**
LOCAL TIME AT THE MUNICIPAL OFFICE-6020 Highway 542, MINDEMOYA, ON

TENDER FOR GRANULAR MATERIAL CONTRACT - SUPPLY GRANULAR
MATERIALS – GRANULAR – CLASS 6-HL3 AND GRANULAR M AND CLASS 2

BY: _____
Name of Firm or Individual
(hereinafter referred to as the Contractor)

Address: _____

Name of Person Signing for Firm: _____

Office of Person Signing for Firm: _____

(Lowest or any tender not necessarily accepted)

Municipality of Central Manitoulin
Gravel Tender – CLASS 6-HL3, Broken 3" Minus, Gran M AND CLASS 2 Stockpile
2023

Municipality of Central Manitoulin
P. O. Box 420
MINDEMOYA, Ontario
P0P 1S0

Attention: Denise Deforge
CAO/Clerk

TENDER FOR THE **YEAR 2023** CONTRACT
SUPPLY OF GRANULAR MATERIALS – GRANULAR – CLASS 6-HL3 and
GRANULAR M and CLASS 2

The contractor has carefully examined the Provisions, Plans, Specifications, and conditions referred to in the Schedule of Provisions, Plans, Specifications and Conditions attached hereto as part of this Tender and has carefully examined the site and location of the work to be done under this Contract and the Contractor understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except otherwise specified in the Contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions referred to in the said Schedule.

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

With the signing of the contract a certified cheque will be provided to the Municipality in the amount of 10% of the total tender. The certified cheque must be made payable to the Municipality of Central Manitoulin. The proceeds of this cheque shall constitute a deposit which shall be forfeited to the Municipality if the Contractor fails to successfully complete the conditions of the contract. The cheque of the successful bidder will be retained until the completion of the work.

In accordance with the first paragraph of this Tender, the Contractor hereby offers to complete the work specified in the Contract for the following prices for the **2023** Contract.

NO.	Item	Unit Price \$/cubic meter	Quantity cubic meter	Price Total \$
OPSS 1006	Stockpile @ 7 Lakeshore Road, Mindemoya, ON Granular CLASS 6- HL3		1600 +/-	
OPSS 1010-3 (as 304, 314, S.P.	Supply and Tailgate Spread at Various Municipality Roads Granular "M"		5,000 +/-	
OPSS 1006	CLASS 2 Stockpile @ 7 Lakeshore Road, Mindemoya, On		600 +/-	
	Supply and Tailgate Spread Broken 3" Minus		1000 +/-	
TOTAL TENDER AMOUNT				
H. S. T.				
TOTAL CONTRACT PRICE				

SCHEDULE OF PROVISIONS, PLANS, SPECIFICATION AND CONDITIONS

The work specified in this Contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions. In reading, interpreting and applying these Specifications the word "The Municipality of Central Manitoulin" shall be substituted for "The Ministry of Transportation of Ontario (M.T.O.)" where they appear in these documents.

A. SPECIAL PROVISIONS

- 'A' Tender and Bonding Requirements - Attached
- 'B' Special Provisions for Contract - Attached
- 'C' Special Provisions for Labour Conditions - Attached
- 'D' Liquidated Damages

B. PLANS

N/A

C. SUPPLEMENTAL SPECIFICATION (Not attached)

N/A

D. STANDARD SPECIFICATIONS

- O.P.S.S. Forms:
- 1006, April 2017
 - 1010, April 2013

E. GENERAL CONDITIONS

(Attached)

F. QUALITY ASSURANCE

QA testing shall be carried out by the Municipality for purposes of ensuring that materials used in the work conform to the physical and production requirements of this special provision.

Notwithstanding the requirements for QA sampling as indicated below, the Municipality reserves the right to obtain a sample at any time without notice for any purpose.

QA Samples shall be either delivery or road samples taken in accordance with procedures given in LS-625, and shall be taken at the time and location determined by the Contract Administrator. The Contractor shall provide a front-end loader to obtain material for QA sampling where required. Duplicate QA samples shall be obtained and sealed by the Contractor in the presence of the Contract Administrator (or a designated representative). In the event that the Contractor is unavailable to take the sample, no further materials shall be placed in the work until the QA sample has been taken.

QA sampling and testing will be based on lots of material delivered to the job site. Should the lot size, for any reason, exceed these limits indicated below, any adjusted payment shall apply to the entire quantity of the lot.

All lots designated for QA will be selected by the Contract Administrator according to the following schedule:

- i) One lot from the first 1,000 cubic meters of material delivered.
- ii) A minimum of one lot per 5,000 cubic meters shall be selected during the delivery of the rest of the material.

In addition to the above, the Contract Administrator may begin a new QA lot at any time.

Payment at an Adjusted Price

Complete or incomplete QA lots which do not meet the gradation or percent crushed requirements, and which are not subject to removal under subsection will be subject to a reduced payment where the Contractor chooses to use such a lot or where it cannot be totally excluded from the work.

The price reduction will be calculated by the following formula:

$$\text{PRICE REDUCTION} = \begin{matrix} & & \text{lot quantity (metres)} \\ & \times & \text{item price (\$/cubic metre)} \\ & \times & \text{payment adjustment factor(\%)} \end{matrix}$$

Where:

The payment adjustment factor, in percent, shall be equal to the sum of the adjustment points determined as follows:

- i. Adjustment points shall be applied for each 0.1 percent that the mean gradation falls outside the gradation specification limits for each sieve, according to Table 8,
- ii. adjustment points shall be applied for each 0.1 percent that the range exceeds the maximum acceptable range for each sieve; and
- iii. 0.2 adjustment points shall be applied for Granular - CLASS 6-HL3 and Granular "M" and CLASS 2 for each 0.1 percent that the lot mean falls below the applicable limits for percent crushed.

SIGNED STATEMENT BY BIDDER THAT THE BID IS
PREPARED AND SUBMITTED WITHOUT COLLUSION OR DECEIT

The Bidder expressly warrants that the prices contained in his tender whether as unit prices or lump sums, and whether for transportation or supply of materials or for services, are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person, or partnership or corporation.

The Bidder expressly represents that he is not part or privy to any deceit tending to mislead the Corporation into accepting his Tender as a truly competitive tender whether to the prejudice, injury or benefit of the Corporation.

THE CONTRACTOR BY HIS TENDER OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.

DATED AT _____ THIS ___ DAY OF _____, **2023**.

WITNESS:

Signature of Authorized Person
signing for Contractor

Position

2. AGREEMENT

CONTRACT 2023-06

THIS AGREEMENT made in duplicate this ____ day of____, **2023.**
BETWEEN

THE MUNICIPALITY OF CENTRAL MANITOULIN
(hereinafter called the "Owner")

OF THE FIRST PART

AND

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH

That any reference to "Engineer" throughout this document shall be termed to mean "Road Superintendent"; and

That the Owner and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

- (a) A general description of the work is: Supply of Granular – CLASS 6-HL3 materials and Granular "M" and CLASS 2.
- (b) The Contractor shall, except as otherwise specifically provided, provide at his own expense, all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer commence the works and diligently execute the respective portions hereof, and deliver the works complete in every particular to the Owner within the time specified in the Special Provisions of the Contract.

ARTICLE 2

In the event that the Tender provides for and contains a contingency allowance, it is understood and agreed that the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- (i) Special Provisions
- (ii) Plans
- (iii) Supplemental Specifications
- (iv) Standard Specifications
- (v) Tender
- (vi) General Conditions

ARTICLE 4

The Contractor shall not without the consent in writing of the Owner, and without restricting in any way the provisions of 107-3 of the General Conditions Form M-100 attached hereto make any assignment of any part or the whole of any moneys due or to become due under the provisions of this contract.

ARTICLE 5

The Owner covenants with the Contractor having in all respects complied with the provisions of this Contract, will be paid for an in respect of the works the sum of _____

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General conditions attached hereto.

ARTICLE 6

Where any notice, direction other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

The Contractor:

The Owner

Municipality of Central Manitoulin
P. O. Box 420,
MINDEMOYA, Ontario
P0P 1S0

ARTICLE 7

A copy of each of the appendices is hereto annexed and together with the Plans relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 8

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be found.

ARTICLE 9

Time shall be deemed the essence of this Contract.

ARTICLE 10

The Contractor declares that in tendering for the works and in entering into this Contract, he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon the information furnished by any methods whatsoever by the Owner or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

ARTICLE 11

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

CONTRACTOR

Witness as to signature of)	_____
Contractor)	
)	
)	_____
)	
_____)	

COMPANY SEAL

OWNER - **MUNICIPALITY OF CENTRAL MANITOULIN**

3. **SPECIAL PROVISIONS**

SPECIAL PROVISIONS
SECTION 'A'
TENDER AND BONDING REQUIREMENTS

1. **TENDER REQUIREMENTS**

- (a) The Correct Tender Form as supplied by the Municipality for this Contract must be used and in the possession of the Clerk or his/her duly Authorized representative before **12:00 p.m. (noon)** local time, on the Tender Closing Date indicated on Page T-1 of the Tender Form. The Tender Documents will be **opened at 1: 30 p.m.** local time on the Tender Closing Date.
- (b) The Tender must be legible and ALL ITEMS MUST BE BID with the unit price for every item and other entries being fully clear.
- (c) The bid must not be restricted by statement added to the Tender Form or a covering letter, or alterations to the Tender Form provided by the Municipality.

Adjustments by telegram or letter to a Tender already submitted will not be considered. A bidder desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later Tender Submission.

- (d) Tender must be sealed in an envelope specially provided for this Contract and marked "**Contract # 2023 – 06** Supply of Granular Materials – Granular - CLASS 6-HL3 and Granular "M" and CLASS 2, Broken 3" minus.
- (e) The Tender Form must be signed and witnessed in the space provided on the form, with the signature of the Bidder or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Bidders and if the signing authority for each bidder is vested in one individual, he shall sign separately on behalf of each Bidder.
- (f) The successful bidder shall provide a certified cheque made payable to the Municipality of Central Manitoulin equal to 10 % of the total tender amount at the time of signing of the agreement.

- (g) The successful bidder shall deliver a certified copy of the firms Public Liability and Property Damage Insurance Policy for the works, within (10) calendar days of receiving the acceptance notice. Coverage shall be at least \$2,000,000 per accident in the name of the Municipality. Failure to provide such proof shall result in cancellation of the contract and forfeiture of the bid deposit.
- (h) The successful bidder shall also deliver proof of Workers' Compensation Board coverage, within ten (10) calendar days of receiving the acceptance notice.

SPECIAL PROVISIONS

SECTION 'B'
SPECIAL PROVISIONS FOR CONTRACT

1. EMPLOYMENT

The Contractor and any Sub-Contractor of the Contractor will, respective of the construction to be carried out under this contract,

1. employ only residents of Canada, and
2. in employing persons, refrain from discriminating against any person by reason of race, religious views or political affiliations.

2. SCHEDULE OF MINIMUM TRUCK HAUL RATES

The current schedule of minimum truck haul rates shall apply to this contract, both the Contractor and Sub-Contractor shall pay for trucks employed to haul materials on the work not less than the rates set in the schedule at the time of Contract award.

3. THE CONTRACTOR'S SCHEDULE OF WORK"

Forthwith upon award of this Contract, the Contractor shall provide within seven (7) days to the Road Superintendent a "Contractor's Schedule of Work" for approval. Such schedule shall indicate clearly the proposed order and time allowance for the various phases of the work, in sufficient detail to show weekly progress.

4. PROPERTY OWNER'S RELEASE OF PIT AREAS AND WASTE DISPOSAL AREAS ON PRIVATELY-OWNED AND MUNICIPALITY-OWNED LANDS

In accordance with the Conditions set out in section GC.6 of the General Conditions, the Authority will, without further notice, withhold payment of moneys due to the Contractor, until the Contractor shall have provided the Road Superintendent with two copies each of a release signed by Owner of each pit or waste disposal area used by the Contractor.

Releases shall be made out as follows:

Date:

To: Municipality of Central Manitoulin
P. O. Box 420
MINDEMOYA, Ontario. P0P 1S0

Dear Sir:

I hereby certify that (Contracting Firm Name) have fulfilled the terms of our Agreement and have left my property in a satisfactory condition.

I have accepted their final payment in accordance with the estimates provided by your Road Superintendent and release (Contracting Firm Name) and the Authority from further obligations.

Yours very truly,

Final payment will not be paid to the Contractor until all applicable forms of release have been signed by the Property Owner, received by the Road Superintendent, and checked.

5. CONTRACTOR'S SUPPLY OF CONTRACTION SIGNS (September, 1982)

The Contractor shall provide and erect "Trucks Turning" signs at each pit entrance, which he proposes to use for the purposes of this Contract. Signs shall be supplied, located and erected in accordance with the Ministry's TCMRWO.

Traffic controls shall be operational before work affecting traffic begins.

6. CO-OPERATION WITH OTHERS

The Contractor shall co-operate with the Road Superintendent and with the public utilities commissions, etc., Federal and Provincial Government Agencies and the area Municipalities.

7. ORDER OF PRECEDENCE

In case of any inconsistency or conflict between the provisions of this Agreement and the Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely

- (i) Special provisions
- (ii) Standard Specifications
- (iii) Tender
- (iv) General Conditions

8. SPECIFICATIONS AND CONDITIONS

The work specified in this contract will be performed in strict accordance with the following Specifications and Conditions. In reading, interpreting and applying these specifications the words "Corporation" shall be substituted for "Ontario Ministry of Transportation (M.T.O.)" where they appear in these documents.

Standard Specifications (Attached)

O.P.S.S. 1006 – April, 2017

O.P.S.S. 1010 - April, 2013

9. GRADATION REQUIREMENTS

The Contractor shall rigidly follow the gradation requirements of O.P.S.S. 1006, O.P.S.S. 1010. Oversize material or material outside of the Specification for Class 2 Aggregate, Granular – CLASS 6-HL3 or Granular M will not be accepted.

10. DESIGNATED SOURCES

There are no designated sources to this Contract.

11. MEASUREMENT PAYMENT

Measurement for payment of granular materials will include only those materials accepted by the Road Superintendent.

12. CUBIC METER MEASUREMENT

❖ Materials will be measured in cubic meters (loose) by predetermined truck capacities. The predetermined capacity of each truck will be that computed from its box dimensions. The maximum depth of the truck box for payment purposes will be from the top of the steel box to the bottom (excluding sideboards). Loading of each truck shall be kept to not less than the predetermined capacity. Each truck shall bear an identification symbol, followed by the predetermined capacity of the truck.

❖ Sideboards minimum of 8" or 20 cm.

13. BASIS OF PAYMENT

Granular materials - 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 material, except as otherwise provided, necessary to complete the work to the satisfaction of the Road Superintendent.

14. SPECIAL PROVISIONS FOR ITEMS

Item No. 1 - Stockpile Crushed Gravel Granular CLASS 6-HL3

Item No. 2 - Supply and Tailgate Crushed Gravel Granular "M"

Item No. 3 – Stockpile Class 2 Item No. 4

Under this item the Contractor shall supply, haul, and tailgate spread the material to various Municipality roads as directed by the Road Superintendent.

SPECIAL PROVISIONS
SECTION 'C'
LIQUIDATED DAMAGES

1. TIME

Time shall be the essence of this agreement.

2. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall commence work as soon as possible after the award of the Contract, as per the Roads Superintendent, and shall diligently prosecute his work on Item #1, 2, 3 and 4 of the Contract to completion on or before **June 15, 2023.**

This Contract will not be complete until the full amount of the materials that are stockpiled on the Contractors property have been delivered and spread on Municipal roads as required and directed by the Road Superintendent. Payment for the amount stockpiled at the Contractors yard will be paid upon delivery of the material on the municipal roads.

3. LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified a loss or damage will be sustained by the Municipality. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Municipality will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Municipality the sum of \$250.00 as liquidated damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Authority, which will accrue during the period in excess of the prescribed date of completion.

The Municipality may deduct any amount under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

4. O.P.S.S. SPECIFICATIONS

O.P.S.S. 1006, April 2017

O.P.S.S. 1010, April 2013

O.P.S.S. 1006, April 2017

5. O.P.S.S. GENERAL CONDITIONS

