

The Corporation of the Township of Otonabee-South Monaghan 20 Third Street. P.O. Box 70 Keene, Ontario KOL 2G0

Request for Tender #PW-02-2025

For Gravel Maintenance in 2025

Tender Closing Date: May 26, 2025, at 12:00 p.m. local time.

Bids are to be addressed to:

Township of Otonabee-South Monaghan
20 Third Street,
Keene, ON KOL 2GO
Attn: Director of Operations, Craig Brooks
with "RFT #PW-02-2025 - Gravel Maintenance"
clearly marked on the lower left-hand corner of the envelope.

(Gravel may be inspected and tested by the Municipality prior to awarding the contract.)

Tender received late will not be accepted

Tender will not be accepted by E-Mail

Section 1: Form of Bid

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to 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 offer to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

Attached to this tender is a certified cheque in the amount specified in the "Tendering Requirements: made payable to the Township of Otonabee-South Monaghan. The proceeds of this cheque shall, upon acceptance of this tender, constitute a deposit, which will be retained by the Township until final acceptance of the work.

It is agreed that the deposit shall be forfeited to the Township of Otonabee-South Monaghan if the Contractor fails to file with the Township an executed form of agreement for the performance of work prepared by the Township in accordance with this tender and the provisions attached hereto within ten (10) days from the date of acceptance of this tender.

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

I/We (the Contractor) agree to commence work on the date designated by the Director of Public Works as per Section 2 Clause 12 and to diligently perform the work continuously without undue delay.

Signature	
Phone Number	
Thore Number	
Fay Number	
-	Signature Phone Number Fax Number

Seal of Corporation

Schedule of Items and Prices

1. Gravel Maintenance – Roads For the supply and application of product for gravel road maintenance

ITEM	QUANTITY (A)	UNIT PRICE (B)	SUBTOTAL (A x B)
Supply	Granular "A Cameron Line – 4050 tonne Duncans Line – 5850 tonne Second Line – 4200 tonne Providence Line – 4350 tonne Settlers Line – 1500 tonne David Fife Line – 2850 tonne	/tonne	\$
Haul and Spread via belly/bottom dump	Granular "A" Cameron Line – 4050 tonne Duncans Line – 5850 tonne Second Line – 4200 tonne Providence Line – 4350 tonne Settlers Line – 1500 tonne David Fife Line – 2850 tonne	/tonne	\$
	1	Taxes	\$
		Total	\$

Road Sections

ROAD NAME	FROM	то	Gravel Depth (cm)	APPROX. KM
Cameron Line	Centre Line	Hwy 7	10	2.7
*Settlers Line	County Road 2	Hwy 7	10	1.0
*David Fife Line	County Road 2	Hwy 7	10	1.9
Duncans Line	County Road 2	South limit	10	3.9
Providence Line	Hwy 7	Division Rd	10	2.9
Second Line	County Road 2	East Limit	10	2.8

*Various locations on the road (to be delivered in the same manner)

Note: NO recycled or foreign material of any kind.

Section 2:

- 1. Tenders for the supply of gravel (Granular "A") for the projects will be received until **12:00 p.m. local time** on **May 26, 2025.**
- 2. Tenders shall be enclosed in a sealed envelope clearly marked in the lower left -hand corner "RFT #PW-02-2025 Gravel Maintenance" and be addressed to:

Township of Otonabee-South Monaghan 20 Third Street, Keene, ON K0L 2G0

Attn: Director of Operations, Craig Brooks

3. A certified cheque made payable to the Township of Otonabee-South Monaghan in the amount of 10% of the total tender must be submitted with the tender. The cheque of the successful bidder will be held as performance guarantee and be retained until the Municipality's acceptance of the work. The cheque of the second lowest bidder will be returned within 10 days of the award of Tender. The cheques of the remaining bidders will be returned within 10 days of the tender closing.

Tenders not accompanied by a certified cheque will not be considered.

- 4. 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 5,000,000.00 exclusive of interest and cost, against loss of or damage to property and 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 their employees or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate to the Municipality before the work is started.
- 5. Tenders shall be submitted on the tender form attached hereto and must be properly signed and witnessed, or signed and sealed if the bidder is a corporation. Tenders that are not witnessed, or sealed with a corporate seal will not be considered.

- 6. The Tender must be legible and tenders which are incomplete, unbalanced, conditional, or obscure, or contain erasures or alterations not properly initialled, or irregularities or any kind, may be rejected as informal or void.
- 7. Any contractor shall, upon request, provide a certificate of coverage from the Workplace Safety and Insurance Board prior to commencement of the work and/or prior to the final payment being made for the work.
- 8. If the Contractor fails or neglects to commence or to execute the work diligently, and at a rate of progress that will ensure the entire completion of the work within a reasonable time or fail to observe and perform any of the provisions of this contract, the Municipality may notify the contractor to discontinue all work under the contract. The Municipality may then employ such means necessary to complete the work, and in such a case, the contractor shall have no claim for further payment in respect of work performed.
- All vehicles and equipment are to be in a safe and effective operating condition, and properly licensed carriers/drivers must make all highway deliveries. All loads must be legal within the gross weight and axle weight laws of the Province.
- 10. The Municipality shall pay the contactor within 30 days of receipt of an invoice.
- 11. All gravel is to be placed between the hours of 7:00 a.m. to 4:30 p.m. Monday to Thursday or at the discretion of the Director of Public Works.
- 12. The Contractor shall commence deliveries for Schedule 1 (Gravel Roads) on the date designated below or otherwise approved by the Director of Operations.

Gravel Roads: June 16, 2025

- 13. Work is expected to commence on the above noted days but may be delayed based on weather and road conditions.
- 14. It is agreed that a variation in quantities may occur. Any quantity below or above 20% of the tendered quantities will result in any price adjustment.

15. Freedom of Information – any personal information required on the Tender form is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Tenders received by the Municipality become a public record, once a Tender is accepted by the Township of Otonabee-South Monaghan, all information contained in them is available to the public, including public information.

All Proposals submitted to the Municipality become the property of the Municipality and as such, are subject to the Municipal Freedom of Information and Protection Act. Proponents may mark any part of their Proposal as confidential except for the total Contract price and the Proponent's name. The Municipality will use its best efforts not to disclose any information so marked but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Municipality may release the name of the Successful Proponent, the name and telephone number of the contact person and the total bid price of the Successful Proponent.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 11989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Liz Ross
Deputy-Clerk
Township of Otonabee-South Monaghan
20 Third Street, P.O. Box 70
Keene, Ontario

(705) 295-6852 ext 223 <u>deputyclerk@osmtownship.ca</u>

Section 3

SPECIAL PROVISIONS

- 1. Materials to be hauled for gravel roads via belly/bottom dump trailer.
- 2. All materials must meet OPS.PROV 1010 specifications. Material analysis documents to be provided.
- 3. The Township will supply a grader for final grading of road surface.
- 4. Basis of payment will be at the contract unit price (TONNES) as set out in the Specifications, *scales will be required*.
- 5. The Municipality must be notified by the Contractor at least <u>5 days</u> prior to Commencement of any operation.
- 6. For additional information regarding this contract, contact the Director of Operations:

Craig Brooks, Director of Operations

Email: directorofoperations@osmtownship.ca

Telephone: 705-745-3595

Section 4

COMPLETION DATE

The Contractor shall

Complete the work by: <u>Gravel Maintenance – Roads – June 30, 2025</u>

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the works.

If the work is not complete by the above date, or by an amended date allowed by an approved extension of time (see Form M-100 Subsection 107-2), then the Contractor agrees to pay the Municipality a sum of: **TWO HUNDRED & FIFTY DOLLARS (\$250.00)** per calendar day, for each day's delay in finishing the work, as liquidated damages.

Section 5

Township of Otonabee-South Monaghan

Hold Harmless Agreement

The Contractor covenants and agrees to indemnify and save harmless the Townsh	ip o
Otonabee-South Monaghan from all claims, demands, actions or causes of action w	/hich
ay arise or exist, as a result of the work and undertaking of the Contractor.	

Authorized Signature:		
<u> </u>		
Date:		