



The Corporation of the Township of Mulmur
758070 2nd Line East
Mulmur ON L9V 0G8

TENDER

FOR

GRAVEL CRUSHING

PWT- 2019 - 02

TENDER BIDS - on forms as supplied by the Township of MULMUR, in sealed envelopes clearly marked as to contents, will be received by the undersigned until 1:00 p.m. local time on Friday February 15, 2019.

Each tender must be accompanied by a certified cheque or bid bond to be retained by the Township for the amount specified, made payable to the "Township of Mulmur"

**THE LOWEST OR ANY PARTICULAR BID NOT NECESSARILY ACCEPTED.
THE TOWNSHIP OF MULMUR RESERVES THE RIGHT TO ACCEPT OR
REJECT ANY OR ALL TENDERS.**

For further information, please contact

John Willmetts
Director of Public Works
Phone (705) 466-3341 ext. 224
Fax (705) 466-2922
E-mail: jwillmetts@mulmur.ca

DATE ISSUED: January 21, 2019

1. BACKGROUND

The Township of Mulmur is requesting bids from interested parties wishing to custom crush various grades of gravel and stockpile the material in the Township Pit located at Lot 1, West ½ Concession 3, EHS. The main entrance to gravel pit is off 2nd Line EHS just North of Highway 89.

2. SITE VISIT / INSPECTION

The Township encourages potential bidders to visit the site to confirm the conditions, type of material and the working area. Call the contract administrator to make an appointment to view pit.

3. SCOPE OF WORK

Scope of Work is to crush a minimum of 25,000 plus tonnes of 5/8 "M" gravel in size, to OPSS standards 1010. This initial amount is required by May 1, 2019. Note that a penalty may apply if target is not met. The Township **may** also require additional 10,000 tonne of 5/8 M and/or 2" crusher run. The successful Bidder shall be responsible for providing equipment and labour.

4. TENDER BID REQUIREMENTS

- a. The Tender Form as supplied for this tender must be used and will be received by the Contract Administrator or their duly authorized representative until 1:00 p.m. local time on Friday February 15, 2019. Bids received after closing time will not be considered. **Bids must be placed in a sealed envelope clearly marked as to the contents.**
- b. The Bid must be legible and prepared in ink or by typewriter and ALL ITEMS MUST BE BID with the unit price for each item and other entries being fully clear. Any erasures or overwriting of prices must be initialed.
- c. The bid must not be restricted by a statement added to the Tender Form, a covering letter, or alterations to the Tender Form provided by the Township.
- d. Adjustments by facsimile or letter to a Bid already submitted will not be considered. A Bidder desiring to make adjustments to a Bid must withdraw the Bid and supersede it with a later Bid submission.
- e. Fax Bids will not be accepted.
- f. All bids shall be irrevocable after the due date and are to remain open to acceptance for a period of ninety (90) days or until a contract is signed with the Successful Bidder(s), whichever comes first.
- g. All expenses involved with the preparation and submission of quotations to the Township or any work performed in connection therewith shall be borne by the Bidder.
- h. The Township expects that all costs to complete the work shall be included in the quotation. Additional costs identified during completion of the project must be submitted in writing and approved by the Township prior to completion of the work.

5. TENDER BIDS

Bids shall be at a flat rate per tonne of the specified amount of crushed "M" gravel with an optional bid for various other types of crushed material requested, also at a flat rate per tonne. All applicable HST shall be shown separately.

6. LIMITATION OF DAMAGES

The Bidder waives any claim for loss of profits, overhead expense, liabilities, costs, expenses, loss or damage incurred, sustained or suffered by themselves prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of any tender bid or by reason of any delay in the acceptance of a quotation, or matters in respect of the competitive process, except as provided in the tender bid.

7. ERRORS AND OMISSIONS

It is understood, acknowledged and agreed that while this Request for Tender includes specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information in this request, the information is not guaranteed by the Township to be accurate, nor necessarily comprehensive or exhaustive. Nothing in the request is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Request for Tender. There will be no consideration of any claim, after submission of Tender, that there is a misunderstanding with respect to the conditions imposed by the contract.

8. INDEMNIFICATION

The successful Bidder will, at all times, indemnify and save harmless the Township, their officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suit or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Bidder or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Bidder under this Request for Tender and subsequent agreement.

9. AWARD

The Township reserves the right to accept or reject any or all tender(s), to negotiate with the Successful Bidder(s), split the award or to waive irregularities and omissions, if in so doing the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard. Any bid or any part of any bid will not necessarily be accepted. The lowest bid does not necessarily constitute an award. The Township is not obligated to award a contract to any Bidder pursuant to this Request for Tender.

10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

In accordance with MFIPPA, this is to advise that any personal information Bidders provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All Tenders submitted become the property of the Township. Bidders are reminded to identify in their Tender material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Tenders are not to be identified as confidential. The information contained in this Tender document may be utilized by the Bidder solely for the purpose of preparing a Tender Bid

for submission to the Township. The Township does not authorize any other use of the information for any other purpose. Bidders must indicate clearly within their Tender information they consider to be confidential. The Township is required to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended and once a tender is accepted it does become public information and must be disclosed upon a request by any member of the public.

11. LAWS AND REGULATIONS

The Successful Bidder shall comply with the relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Successful Bidder shall be responsible for ensuring similar compliance by its suppliers and sub-contractors (if applicable). The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

12. ACCESSIBILITY STANDARDS

All Bidders and Bids must comply with any legislation and regulations which may be applicable to the performance of the Contract, including the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 (the “AODA”). The Contractor shall ensure that all of its employees, agents, volunteers, or others engaged by the Contractor in the delivery of Work receive training in accordance with Section 6 of Ontario Regulation 429/07 made under the AODA.

13. WORKPLACE SAFETY AND INSURANCE BOARD

Within 48 hours after council approval and prior to signing the contract the Successful Bidder shall provide the Township with a copy of current WSIB Clearance Certificate or Independent Operator Status unless self employed. It is the Successful Bidder’s responsibility to provide and maintain current clearance certificates to the Township for the duration of the Project. (See Schedule “A” enclosed).

14. HEALTH AND SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Occupational Health and Safety Act and the Township of Mulmur Health & Safety Guidelines (See Schedule “A”). The Township of Mulmur Gravel Pit Office will not be open during the crushing process. It will be the responsibility of the Successful Bidder to adhere to the Occupational Health and Safety Act.

15. SMOKE FREE WORKPLACE

The *Smoke-Free Ontario Act* states that no smoking is permitted in enclosed workplaces and enclosed public places. At all Township locations smoking is also prohibited within a nine-metre radius surrounding any entrance or exit. Any person convicted of an offence under the *Smoke-Free Ontario Act* could be subject to a maximum fine of \$100,000.

16. SUB-CONTRACTORS

The Contractor shall not assign or sub-let the Contract or any part thereof or any benefit of interest therein, or there under, without the prior written consent of the Township of Mulmur. The Contractor shall be held as fully responsible to the Township for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

17. TENDER DEPOSIT

A bid deposit shall be in the form of a bid bond, certified cheque, bank draft, money order, or irrevocable letter of credit, made payable to the Township of Mulmur, in the amount of 5% of the initial price of crushing 25,000 tonne of "M" gravel.

18. SCHEDULE OF ITEMS AND PRICES

Price shall be submitted in Canadian funds with the Harmonized Sales Taxes (H.S.T.) if applicable, shown separately. Product delivery shall be FOB destination.

TENDER FORM FOR GRAVEL CRUSHING CONTRACT

TENDER PWT-2019-02

I/WE..... propose and agree to perform the following work for the Township of Mulmur and to comply with the Contract Administrators (Director of Public Works or designate), wishes throughout.

1. For the crushing of a minimum of 25,000 plus tonnes of 5/8 inch "M" gravel to be completed by 1st of May 2019

At a flat rate of \$._____ per tonne plus HST

2. Please provide a price on crushing an additional 10,000 tonne of 5/8 inch "M" gravel if required.

At a flat rate of \$_____ per tonne plus HST

3. The township may require approximately 10,000 tonne of 2" crusher run.

At a flat rate of \$._____ per tonne plus HST

4. Within 48 hours after council approval and prior to signing the contract the Successful Bidder shall provide the Township with a copy of current WSIB Clearance Certificate or Independent Operator Status unless self employed. It is the Successful Bidder's responsibility to provide and maintain current clearance certificates to the Township for the duration of the Project.

5. This contract will be completed by October 29th, 2019.

6. All personnel, on site employees and contractors must have surface miner modules training.

7. The Contractor shall be responsible for the following:

- a. All costs incurred for achieving 3 satisfactory gradient gravel tests meeting O.P.S. Standards. The Township will be responsible for all additional tests at their discretion.

- b. The first 3 gravel tests shall be taken during the early stages of crushing, approximately in the first 9,000 tonne of gravel at intervals of 3,000 tonnes.

- c. Gravel samples for testing shall be obtained by the Contractor in the presence of the Contract Administrator. If a failed gravel test is received, the contractor shall cease crushing immediately and make corrections. After corrections are made a new test will be taken, and if, in the opinion of the Contract Administrator or his designate, the crushed gravel appears to meet specifications, he may allow the contractor to continue crushing.
 - d. The contractor will be responsible for the cost of the failed and any subsequent gravel tests. Failure to meet this standard may render this contract void. **Payment will not be made for substandard material.**
8. It is highly recommended that the contractor use a conveyor scale to assist in proper calculation for quantity verification and that the Contract Administrator is on site when scale is set to zero at start of crushing operation.
 9. Crushing could be required on short notice in the busy season. If the contractor has not moved into the pit to commence crushing after a week's notice or an agreed time between the contractor and the contract administrator or his designate, a penalty of \$1,000 per day will apply.
 10. Please include in your tender "Terms of Payment Required".
 11. Final tabulation of tonnes crushed will be determined by Township scale weight.
 12. The lowest or any tender not necessarily accepted.

I/We have read and agree to the above terms and conditions.

Signature: _____ Date: _____

Address: _____ Phone # _____

Return to:

John Willmetts
Director of Public Works
Township of Mulmur
758070 2nd Line East
Mulumur ON L9V 0G8

SCHEDULE A – OCCUPATIONAL HEALTH & SAFETY

NOTICE TO ALL CONTRACTORS

CORPORATE STATEMENT - OCCUPATIONAL HEALTH AND SAFETY

The Corporation of the Township of Mulmur is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises. Accordingly, a corporate health and safety policy and procedure manual has been adopted and implemented and shall be adhered to.

ALL CONTRACTORS SHALL:

Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Corporation of the Township of Mulmur's health and safety policies and requirements.

As required by the Township, submit a copy of acceptable liability insurance documents meaning the documents issued by an insurance company which is licensed to operate by the Government of Canada or the province of Ontario, which certify that the vendor is insured in accordance with what is prudent for their industry or service including at least the following: Liability Insurance, endorsed to name the Township as an "Additional Insured" in the minimum amount of \$5 million for commercial general liability insurance PER OCCURRENCE with NO ANNUAL AGGREGATE and \$5 million limit for automotive liability insurance. Where applicable, the successful vendor must supply Insurance documents indicating compliance with stated requirements, PRIOR to the execution of any contract. The Chief Administration Officer or Director of Public Works shall approve exceptions to the above requirements.

As required by the Township submit a valid and current copy of Workers Safety and Insurance Board Number clearance certificate, past accident records and/or CAD 7 calculations and/or Cost and Frequency Rate, and/or independent Operator I.D. #, and ensure updated information is forwarded to the Township over the duration of a contract. Prior to final payment, a vendor may be required to submit proof of current WSIB coverage in good standing.

Where confidential areas / departments are involved, all contractor employees must sign a Confidentiality Agreement.

Include health and safety provisions in their management systems to reach and maintain consistently a high level of health and safety.

Ensure that workers in their employ are aware of WHMIS guidelines regarding hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.

Upon request at any time from award to completion of contract, submit proof of fulfillment of above responsibilities.

Your co-operation and assistance in this matter is appreciated and vital to the Health and Safety of all.

*** Additional specific Health and Safety requirements may be required depending on the situation at hand, please read the particular request for bid document for further clarification**