



**REQUEST FOR TENDER
08-2024-Maintenance Gravel**

**CRUSH, LOAD, HAUL, AND SPREAD 5/8 MAINTENANCE
GRAVEL**

RFT CLOSING	
DATE:	Tuesday, March 12, 2024
TIME:	2:00 PM
LOCATION:	Wingham Town Hall
Township of North Huron P.O. Box 90 274 Josephine Street Wingham, ON N0G 2W0	
LATE SUBMISSIONS WILL NOT BE ACCEPTED	

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FORM OF TENDER

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this two-year tender package and has carefully examined the site and locations 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 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 North Huron. The proceeds of the cheque shall, upon acceptance of this tender, constitute a deposit which shall be forfeited to the Township of North Huron if the Contractor fails to complete the work in accordance to the provisions, plans, specifications and conditions attached hereto.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Township of North Huron's Director of Public Works or their designate, without alteration of the contract unit price.

All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed by the bidder in the space provided.

I/We the Contractor hereby certify that we will commence work on Schedule "A" and Schedule "B", and to diligently perform the work continuously without undue delay and further promise to complete the work on or before June 9th, of each contracted year.

By:

(Name of Firm or Individual – Contractor)

Address:

Telephone:

I have authority to bind the company.

(Name of Signatory)

(Signature)

Accepted on behalf of the Township of North Huron:

(Name of Signatory)

(Signature)

SUBMISSION INSTRUCTIONS

S.1 Definitions

The following definitions shall apply throughout the Tender:

“Agreement” refers to the agreement between the Township of North Huron and a Contractor.

“Award” refers to the selection by the Township of North Huron of a successful Tender for the provision of engineering services in this Tender process.

“Contractor” refers to any person or corporation participating in this request for Tender process.

“Director” refers to the Director of Public Works and Facilities for the Township of North Huron. **“Township”** refers to The Township of North Huron.

“MTO” refers to the Ministry of Transportation, Ontario

S.2 Submission Requirements

- a) **Two hard copies** of the Tender shall be submitted in a sealed envelope clearly marked with the Tender number and title (enclosed):

08-2024-Maintenance Gravel

**CRUSH, LOAD, HAUL AND SPREAD of MAINTENANCE GRAVEL FOR 2024
and 2025**

- b) Tenders must be addressed to ATTN: Gregg Furtney, Director of Public Works & Facilities for the Township of North Huron. Mailing address: 274 Josephine Street, P.O. Box 90, Wingham Ontario, N0G 2W0, and must be received by the Township of North Huron no later than the Closing Date and Closing Time of:

**2:00 PM (Local time)
on
Tuesday, March 12, 2024**

- c) The Contractor shall assume all responsibility and risk with respect to the means it selects to deliver a Tender or Quotation to the Township.
- d) The Tender will be marked by the Director, or designate, with the time and the date that the Tender was received.
- e) On the Closing Date, commencing at 2:00PM, the Tender envelopes will be opened and the names of the Contractors that have submitted Tenders will be recorded by staff in the Township of North Huron office and posted on the Township website. There will be no public opening. Tenders will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- f) The Township will not accept a response to this Tender by facsimile, electronic submission, or another electronic device.
- g) All Tenders must be clearly written or typewritten. Erasures, overwriting or strike-outs shall be initialed by the person signing the Tender.
- h) Late Tenders will be returned unopened.

S.3 Privilege Clause

The Township reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Township shall not be required to award or accept a tender, or recall the tender at a later date:

- a) When only one bid has been received as a result of the tender;
- b) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods or service;
- c) When all bids received fail to comply with the specifications of the tender terms and conditions;
- d) Where a change in the scope of work or specifications is required.

Further the Township reserves the right to accept any portion of a tender. Selection of the successful tender shall be subject to approval by the Council of the Township of North Huron.

S.4 Any Communications

Any communications regarding this Tender must be addressed to the attention of the Director of Public Works and Facilities or his/her designate.

S.5 Withdrawal or Revision of Tenders

- a) A Contractor may withdraw or revise all or part of a Tender at any time up to the Closing Date and Closing Time.
- b) A Contractor may withdraw or revise all or part of a Tender by submitting a letter requesting removal of the previously submitted Tender from the tender box and bearing the signature of an authorized signing officer to the Director. The Director will mark thereon the time and date of receipt and will place the letter in the tender box. Requests made by telephone or fax will not be considered. The previously submitted Tender will then be removed from the tender box and returned unopened to the Contractor and the Contractor may submit a revised or new Tender.

S.6 Alterations or Variations

No alterations or variations of the Agreement shall be valid or binding upon the Township of North Huron unless authorized in writing.

S.7 Accuracy of Tender and Related Documents

The Township has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Tender, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Township will not be bound by, or be responsible for, any explanation or interpretation of the Tender documents other than those prepared in writing. In no event shall Contractors rely on any oral statement by the Township or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Township is subject to the provisions of this section.

S.8 Oral Explanation or Interpretation

No oral explanation or interpretation by the Township shall modify any of the requirements or provisions of the Document.

S.9 Due Diligence

Contractors are solely responsible for conducting their own independent research,

due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their Tender.

S.10 Contractor's Responsibility

It will be the Contractor's responsibility to clarify with the Township any questions with respect to the Tender documents in accordance with the procedure set out in S.4 Any Communications before submitting their Tender.

S.11 Addendum

By the issuance of a cancellation or addendum, the Director may cancel the tender, revise, delete, add to or substitute any part of the Document; extend the Closing Date, or provide an explanation or interpretation.

S.12 Tender Costs

The Township will not be responsible for any costs incurred by a Contractor in preparing and submitting a Tender.

S.13 Claims or Litigation

The Township reserves the right not to accept a Tender from or make an Award to any Contractor, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contracts, Tenders or business transactions.

S.14 Freedom of Information

The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under S.4 Any Communications.

S.15 Non-Lobby

If any Director, employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, or any Director, officer, employee or agent of the Township, the media, or consultants to the Town, with the exception of the contact listed under S.4 Any Communications, whether before or after the submission of the Tender, the Township will be entitled to reject the Tender. The requirement does not extend to any public deputation that may be made to any Township committee.

TERMS OF REFERENCE

1.0 INTRODUCTION

This Tender is for the crushing, loading, hauling and spreading of approximately 25,000 tonnes of 5/8 Maintenance Gravel, including the 20-30% stone removal to ensure that 21,500 is crushed for the Township of North Huron roads per season, for both 2024 and 2025.

The Township of North Huron is seeking to retain the services of a qualified contractor to provide all necessary equipment, personnel, and resources necessary to perform all work associated with this tender.

The following Terms of Reference outline the work as contemplated by the Township and are for guidance only. Locations are provided on the attached Schedules "A" and "B" maps and subject to change. Township of North Huron reserves the right to add, delete or modify Schedule "A" or Schedule "B" as they deem fit.

The gravel required for this Tender shall be supplied by the Township of North Huron. The gravel for this Tender shall be taken from the North Huron Gravel Pit which is located at 83851 Marnoch Line, Blyth Ontario. All crushing, loading, hauling, and spreading will be performed by the Contractor.

This Tender includes the provision of pricing for the 2024 and 2025 Maintenance Gravel contract(s) for the crushing, loading, hauling, and spreading.

It is understood and agreed that the Tender quantities are estimated only and may be increased or decreased by the Township without any alteration of the Tender unit price, however, such increases or decreases shall not exceed twenty percent (20%).

The work shall conform to the Specifications and Provisions of this Contract. The gravel shall be applied on municipal roads as directed by the Director of Public Works and Facilities or his/her designate.

2.0 BID DEPOSIT

Each tender must be accompanied by a certified cheque in the amount designated below and made payable to the Township of North Huron in the amount of ten percent (10%) of the total Tender price. Tenders submitted without a certified cheque will not be considered.

The bid deposit for the awarded bidder will be placed in the Township's bank account. All other bid deposits will be returned the bidder the day following the Award. The bid deposit for the lowest bidder will be refunded with the final progress billing, provided the work is completed to the satisfaction of the Operations Supervisor.

3.0 ACCEPTANCE OF TENDER

Any or all tenders not necessarily accepted. Township of North Huron reserves the right to reject any or all tenders without stating a reason. **Tenders are to be initialed at the bottom of each page and all spaces to be completed in full for the tender to be accepted.**

4.0 ITEMS

The successful bidder agrees to crush, load, haul and spread all materials and provide all equipment to fulfil the terms of this contract as specified in Schedule "A" and Schedule "B". The successful bidder will allow for 4,000.00 tonnes to be stockpiled each year at the North Huron Gravel Pit.

5.0 WEIGHING AND MEASURING

When the contract is accepted by the specified unit price, the price per unit shall include measurement supplied by the Contractor. The Contractor shall supply to the Township proof of measurement of the product supplied. Weighing equipment must be approved by the Township of North Huron Director of Public Works and Facilities or their designate. Certificate of Calibration for all scales utilized during the project are to be provided to the Township of North Huron prior to commencing with operations.

6.0 QUALITYCHECK

The successful bidder agrees that if any discrepancy in the quality of the work exists between himself and the Town, an engineering firm shall be engaged at the Contractor's expense, and the findings will be compared to the appropriate OPSS pertaining to the specifics of this tender. Acceptance or rejection of the completed work shall then be at the discretion of the Township. At any stage, the contract can be halted until tests are made under the supervision and to the satisfaction of the Township. On occasion the Director of Public Works and Facilities or his/her designate for the Township will ask for testing of aggregate being hauled and applied to the site and may also request an onsite sample be taken for testing at the contractor's expense.

7.0 APPLICATION AND INSPECTION

The Contractor shall apply the material/procedure to the specified area(s) as per Schedule "A" and Schedule "B". Material/procedure shall only be applied to the area(s) in the presence of the Director of Public Works and Facilities, or designate. No material/procedure shall be placed between sunset and sunrise except as instructed by the Director of Public Works and Facilities, or designate. In all cases, the Contractor shall inform the Township of the proposed time of operations.

The Contractor shall provide adequate control of traffic while operating on municipal road allowances.

Where a vehicle is hauling material for use on the work under this Contract, in whole or in part upon a public highway and where motor vehicle 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, RSO 1999, whether such vehicle is registered in the name of the Contractor, or not.

Overhead and underground utilities may exist in the area of construction. The Contractor shall be entirely responsible for any damage to utilities caused by himself/herself; his/her

subcontractors; and his/her employees while undertaking this work.

8.0 EQUIPMENT TO BE PROVIDED

The contractor shall have at their disposal for this work all necessary equipment and tools to fulfil all requirements of this tender, and shall supply all appropriate signage, equipment and personnel to conform to OTM Book 7. The Bidder shall list all equipment, as applicable to the contract specifications.

Hopper Trailers		Tandem Leads with Hopper Trailer		Tri-Axle Leads with Hopper Trailer	
Truck No.	Tonnage	Truck No.	Tonnage	Truck No.	Tonnage

9.0 SOURCE OF MATERIAL

The Township reserves the right to reject any supplier and or materials at its sole discretion. The Contractor is to provide all material and source of material as per the terms of this contract.

The granular materials shall be spread in a uniform layer over the road as directed by the Township.

The Contractor shall deliver a minimum of 3,000 metric tonnes per day.

10.0 COMPLETION

Application of procedure as specified shall commence the first week of May of each year, and must be completed **no later than June 9th, of each year**. Time shall be of the essence in this agreement.

Once the work has commenced, the contractor shall ensure that the work progress to completion without delay. The only exception to this will be due to weather conditions not being suitable to apply the proper procedure. The Director of Public Works and Facilities or their designate will have sole discretion for determining when weather conditions are not suitable for the application.

11.0 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, damages will be

sustained by the Owner, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of Five Hundred Dollars (\$500.00) per day for liquidated damages for each and every calendar day delay in finishing the work beyond the date of completion prescribed, and it is agreed that this amount is an estimate of actual damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

The Owner may deduct any amount under this paragraph from any monies 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 Owner.

12.0 INSURANCE

Upon award of the tender, the successful bidder must furnish to the Township, at their expense, certificate(s) of insurance satisfactory to the Township of North Huron, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Township of North Huron requires the successful bidder to provide a certified copy of the policy. This shall be provided, minimum one week, 7 calendar days prior to the commencement of any work. The project will not proceed, nor will contractor owned equipment be permitted on municipal properties without the provision of this documentation.

The certificate(s) in the amounts listed below are to be provided:

\$5 million – Commercial general liability

\$5 million – Automobile

\$5 million – Environmental liability

Such policy shall contain:

- a “Cross Liability” clause or endorsement;
- an endorsement certifying that the Township of North Huron is added as an additional insured;
- an endorsement to the effect that the policy or policies will not be altered; cancelled or allowed to lapse without thirty days prior written notice to the Township of North Huron.

The successful bidder shall carry environmental impairment liability insurance covering the work and services described in this agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than five million (\$5,000,000) dollars.

13.0 HEALTH AND SAFETY

The Township of North Huron is serious in its application of Health and Safety protocols. The Consultant is expected to adhere to all legislated and regulated health and safety

regulations. When working on the road side the Contractor must adhere to the Ontario Traffic Manual – Book 7 – Temporary Conditions. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Town. The Contractor shall provide to the Township a copy of their Health and Safety policy, or a written statement that they have a Workplace Health and Safety policy in effect.

14.0 WSIB

The Contractor shall provide the Township with a WSIB certificate of clearance, upon award of contract and must be updated a minimum one week prior to the start of the work. The project will not be permitted to proceed in the absence of this documentation.

15.0 REGULATIONS AND LAWS

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-Laws and Regulations relative to the performance and scope of the work.

16.0 PAYMENT

The Township of North Huron agrees to pay the Contractor on or before the fifteenth day of each month during the lifetime of the agreement for the previous month's work, for invoices received by the last business day of each month.

As per the Ontario Aggregate Resource Corporation (TOARC) the Contractor must provide the Township of North Huron with a daily log sheet/summary and all weigh scale ticket recording all aggregate within the licensed or permitted area.

17.0 WITHDRAWAL

The Township reserves the right to withdraw, at its discretion, this tender at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

18.0 QUALITY ASSURANCE TESTING

All necessary analysis of products/materials used specific to the Tender shall be supplied by the contractor, and payment for the above shall be deemed to be included in the unit price.

19.0 INDEMNITY

The successful bidder shall indemnify and hold the Township harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

20.0 2025 CONTRACT RENEWAL

The 2025 maintenance gravel contract will be renewed by mutual consent of both the Contractor and the Township of North Huron and is subject to budget approval by the Council of the Township of North Huron during the 2025 budget process. Either party can opt out of proceeding with the 2025 Maintenance Gravel contract by providing written notice of intent to terminate contract **no later than November 1st, 2024**. Written notice is to be provided either to the Clerk of the Township of North Huron, or the undersigned Authorized Person on behalf of the Contractor.

21.0 LIST OF SUB CONTRACTORS

The Tenderer shall list hereunder the names of all Subcontractors proposed to be used.

SUBCONTRACTOR	ADDRESS	TRADE	APPROXIMATE VALUE OF SUB-LET WORK

It is understood by the Tenderer that the above list of Subcontractors is complete and that no additions to this list will be permitted after Closing Date of Tenders, without the written approval of the Township of North Huron.

22.0 EXPERIENCE

The following is a list of projects similar in type and scope to this Work, which have been successfully completed by the Contractor.

LOCATION	OWNER	PHONE	DESCRIPTION	COMPLETION DATE

Township of North Huron

CRUSH, LOAD, HAUL AND SPREAD 5/8 MAINTENANCE GRAVEL

08-2024-Maintenance Gravel

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22.0 ANNUAL UNIT PRICING

Please complete the following outlining unit prices for the work described:

2024 Pricing per Schedule "A" (attached).

Item No.	OPSS	Description	Unit	Estimated Quantity	Unit Price	Total
1.	1001 1010	Crush 5/8 Maintenance Gravel Material with 10-20% stone removal from Municipal Gravel pit.	tonne	25,500		
2.	1001 1010	Load, Haul and Spread to various Township of North Huron roads (See Schedule 'A' Map)	tonne	21,500		
			SUB-TOTAL			
			H.S.T. 13%			
			TOTAL TENDER			

REPEAT TOTAL TENDER PRICE IN WRITING (including HST)

DOLLARS. _____

2025 Pricing per Schedule “B” (attached).

(Acceptance of 2025 pricing is conditional on authorization of the Council of the Township of North Huron through the 2025 Budget Approval process)

Item No.	OPSS	Description	Unit	Estimated Quantity	Unit Price	Total
1.	1001 1010	Crush 5/8 Maintenance Gravel with 10-20% stone removal. from Municipal Gravel pit	tonne	23,000		
2.	1001 1010	Load, Haul and Spread to various Township of North Huron roads (See Schedule ‘B’ Map)	tonne	20,000		
			SUB-TOTAL			
			H.S.T. 13%			
			TOTAL TENDER			

REPEAT TOTAL TENDER PRICE IN WRITING (including HST)

DOLLARS. _____

Township of North Huron

CRUSH, LOAD, HAUL AND SPREAD 5/8 MAINTENANCE GRAVEL

08-2024-Maintenance Gravel

I/WE (the Contractor) hereby agree to complete this Contract in accordance with the terms contained herein.

DATED at _____ this _____ day _____ of _____, 2024

Signature of Authorized Person

Witness

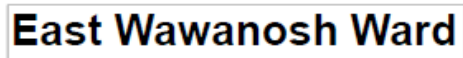
Name of Authorized Person (Please print)

Name of Witness (Please print)

Position

Corporate Seal

2024 Maintenance Gravel Locations



SCHEDULE "B" MAP

2025 Maintenance Gravel Locations

