



WINTER SAND TENDER

Tender Number: 2023 – 005

Sealed Tenders will be received by: Township of Joly
28 Municipal Lane (lower level)
PO Box 519
Sundridge, ON P0A 1Z0

Tender Closing Date and Time: Thursday, May 4, 2023 at 4:00 pm

Tender Opening Date and Time: Tuesday, May 9, 2023 at 4:00 pm

Tender Awarded: Tuesday, May 9, 2023 at 4:00 pm

Tender for: Supply and deliver to the Township of Joly, 871 Forest Lake Road, 1200 tonnes of sand screened with a 5/8 screen, mixed with salt provided and stacked using a stacker.

Note: This project requires material to be blended and stacked at the Township yard.

Lowest or any tender not necessarily accepted.

Bidder's Name: _____

WINTER SAND TENDER 2023 – 005

The Township of Joly is tendering for the supply and delivery of 1200 tonnes of sand screened with a 5/8 screen to the Township of Joly yard at 871 Forest Lake Road. The sand is to be mixed with salt provided by the Township of Joly and stacked using a stacker in the area identified.

Work to be completed by: October 13th 2023 quote 1, October 15th 2024 quote 2, October 15th 2025 quote 3.

TENDER PROCEDURES

1. All inquiries concerning the tender, prior to the tender closing, shall be directed to Pat Stickland, Working Road Foreman, 705-495-9486.
2. 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 of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

TENDER REQUIREMENTS

1. A certified cheque, made payable to the Township of Joly in the amount of 10% of the 2023 total tender must be submitted with the tender, for deposit purposes. The tender deposit cheques of the unsuccessful bidders, except the low and second low bidder will be returned within ten (10) calendar days of the tender opening. The tender deposit of the second low bidder will be returned when the successful bidder has returned the executed Agreement and other applicable documents to the Township. The cheque of the successful bidder may be held for forty five (45) days after the municipality's acceptance of the completed work.
2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work. Coverage shall be at least \$5,000,000 per incident in the name of the municipality. Failure to provide such a proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
3. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.

I have read and agree with the contents

Signature of Bidder

4. In order to avoid any misunderstandings as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that he/she is the constructor within the meaning of Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the bidder that the Occupational Health and Safety Act provides in addition to other matters that:

A constructor shall ensure, on a project undertaken by the constructor that,

- i. the measures and procedures prescribed in this Act and the regulations are carried out on the project,
- ii. every employer and every worker performing work on the project complies with this Act and the regulations, and;
- iii. the health and safety of the workers on the project is protected.

When an unsafe act is being committed during the completion of this tender, the Working Road Foreman, or his designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.

I have read and agree with the contents

Signature of Bidder

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter, or by printer.
2. Tender must be in possession of the municipality by the closing date and time.
3. Tender must be on the form provided.
4. Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
5. All items must be bid.
6. Tender must not be restricted or modified in any way.

Attached to this tender is a Certified Cheque or Bank Draft, in the amount of 10% of the total 2023 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 perform the work in accordance with the conditions and specification referred to or contained in this tender.

It is agreed that the tender quantities are estimates only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality, this tender form becomes the "agreement for the performance of the work" between the Contractor and the municipality.

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

I/We (the Contractor) promise to complete the work by October 13th 2023 quote 1, October 15th 2024 quote 2, October 15th 2025 quote 3.

I have read and agree with the contents

Signature of the Bidder

Force Majeure Clause

The Contractor shall not be held liable or penalized under the terms of this Contract for failure to perform the Contract which is occasioned by war, an act of terrorism, strike, pandemic, epidemic, public health emergency, act of God, natural disaster, Order by a lawful governmental authority or any other casualty beyond the reasonable control of the Contractor (force majeure). For purposes of this Contract, the current COVID-19 Pandemic shall be deemed to be a continuing force majeure event. If the force majeure event causes the delay and performance of the Contract or a non-performance of the Contract, then the Contractor shall give notice in writing of its intent to rely upon this provision. The Contractor, upon giving written notice, shall secure the worksite utilizing best construction practices, in consultation with the Owner. Thereafter, the Contractor shall submit to the Owner, in writing, costs incurred or anticipated to be incurred by the Contractor on a weekly or bi-weekly basis as a consequence of the delay occasioned by the force majeure event and the owner shall pay the costs of the Contractor for the period that the Contractor cannot perform the Contract as a consequence of the force majeure event. The Contractor shall, at the request of the Owner, provided documentary proof of the expenses incurred. The Owner shall further extend the time for the performance of the Contract for a period that is equivalent to the time period of the force majeure event or longer as may be agreed upon between the Contractor and the Owner. The Owner shall pay the costs occasioned by the Contractor during this time of the non-performance on a weekly or bi-weekly basis as may be agreed upon between the Contractor and Owner. If a force majeure event results in a delay or non-performance of the Contract for a period of six (6) months or longer, then either party shall have the right to give written notice to terminate this Contract with immediate effect without liability toward the other party provided that the Owner shall pay the Contractor all amounts due under the Contract, to the date of such termination.

Bidder Initial _____

BASIS OF PAYMENT

Payment at the Contract price shall be compensation in full for performing the work specified in the quotation for the supply of all labour, equipment and materials, except as otherwise provided in the contract, necessary to complete the work to the satisfaction of the municipality.

PAYMENT, HOLDBACK AND COMPLETION

Payments will be made in full, after the completion of the contract to the satisfaction of the municipality. Any garbage or rubble left in the Township's yard by the Contractor after the work has commenced will be cleaned up by the roads department, clean up and garbage tipping fees will be deducted off the final payment.

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.

ENGINEER, AUTHORITY, MINISTRY AND MUNICIPALITY

The terms Corporation, Inspector, Engineer, Authority, and Ministry shall be deemed to be the municipality.

COMPLETION DATE

The Contractor shall complete work by October 13th 2023 quote 1, October 15th 2024 quote 2, October 15th 2025 quote 3.

If the time limit is not sufficient to permit completion by the Contractor working on a normal number of hours, the Contractor shall make changes to permit work to be completed by the above dates. Additional costs incurred shall be deemed included in the price bid for the works. For the purpose of this tender "Normal Hours" are defined as 7:00 a.m. to 5:00 p.m. Monday to Friday.

If the work is not complete by the above dates, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the municipality a sum of \$500.00 per calendar day, for each day's delay in finishing the work, as liquidated damages. Delays due to weather will be taken into consideration by the municipality.

I have read and agree with the contents

Signature of the Bidder

GENERAL CONDITIONS

1.0 Ontario Provincial Standard Specifications and Form M-100

Form M-100 "General Conditions of Contract" and the Ontario Provincial Standards Specifications apply on this contract, unless otherwise stated in the attached tender documents. The particular revision in effect at the time the contract is advertised shall apply. Where further detail or clarification is required reference shall be made to the appropriate Ontario Provincial Standard Specifications.

2.0 Payment, Holdback and Completion

Paragraphs 1-4, inclusive of Form M-100, Subsection 108-3 are cancelled and replaced by the following paragraphs.

Monthly payments will be paid for 90% of the estimated value of the work performed, within thirty (30) calendar days of certification of the work estimate by the Contractor. The municipality shall prepare the estimate. In addition to the normal 10% holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

As soon as possible following the certification of completion of the Contract, the municipality shall prepare the final estimate of payment and submit for certification by the Contractor and any sub-contractors. The Contractor shall return the certified final estimate and Worker's Compensation Board clearances within thirty (30) calendar days.

Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the municipality that the Contract is "complete". (See the Construction Lien Act).

Bidder Initial _____

CONSTRUCTION

1.0 Materials

Granular particles must satisfy the requirements of Table 1 – Physical Requirements, Table 2 – Gradations Requirements and OPSS Forms 314, 1001, and 1010.

2.0 Application of Materials

Where the tender includes application of granular materials, materials must be applied by belly dump, provided care is taken to avoid segregation. Where the total thickness of crushed material called for exceeds 100mm in thickness, it shall be placed in multiple layers. Each layer shall not exceed 100mm in thickness. Compaction is not a requirement of this contract, unless otherwise specified.

3.0 Stockpiling

Stockpiling shall conform with the requirements of the OPS Form 1001. Materials must be delivered using dump truck with tailgate

MEASUREMENT FOR PAYMENT

1.0 Granular Materials

(i) Tonne Measurement

The method of weighing shall be in accordance with OPSS Form 102. In addition, where a scale is found to be in excess of the Limits of Error specified by the Government of Canada Weights and Measures Act (0.1% on indicated load for permanent scale and 0.2% on indicated load for a portable scale), but not more than three (3) times the Limit of Error, the scale may continue to be used for no more than 48 hours. Where the scale is in error by more than three (3) times the Limits of Error, weighing of material on the scale must cease immediately. Alternative weigh scales may be authorized by the Road Foreman with approval prior to submission of tender.

(ii) Cubic Metre Measurement

(a) End Area Method:

Should payment by the cubic metre End Area Method be used, the volume of materials will be measured in their original position by the average end area method.

(b) Truck Box Method:

Should payment by the cubic metre Truck Box Method be used, the volume of materials will be measured loose by predetermined truck box capacities. Loadings of each truck shall be kept to not less than the predetermined capacity. Each truck shall bear an identification symbol, followed by the capacity. A load ticket will be issued for each truck load, with the cubic metres for payment shown. If a dispute arises regarding the amount of material being placed in the truck box, it is the truck operator's responsibility to level the load to determine if the load meets the predetermined capacity.

BASIS OF PAYMENT

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 materials, except as otherwise provided in the tender, necessary to complete the work to the satisfaction of the municipality.

TABLE 1
PHYSICAL REQUIREMENTS

Physical Test	Granular A	Granular B		Granular M	Select Subgrade Material	MTO Lab Test Number
		Type I	Type II			
Los Angeles Abrasion, Loss % Maximum	69	N/A	N/A	60	N/A	LS 603
Petrographic No., Granular, Maximim	200	250*	250	200	250*	LS 609
Plasticity Index	0	0	0	0	0	LS 704
Percentage Crushed Minimum	50	N/A	100	50	N/A	LS 607

*The Petrographic No. requirements will be waived if the material has more than 80% passing the 4.75mm sieve.

TABLE 2
GRADATIONS REQUIREMENTS***

MTO Sieve Designation	Percentage Passing by Mass				
	Granular A	Granular B		Granular M	Select Subgrade Material
		Type I****	Type II****		
150 mm	N/A	100	100	N/A	100
37.5 mm	N/A	N/A	N/A	N/A	N/A
26.5 mm	100	50-100	50-100	N/A	50-100
19 mm	85 -100 (87-100)*	N/A	N/A	100	N/A
13.2 mm	65-90 (75-95)*	N/A	N/A	75-95	N/A
9.5 mm	50-73 (60-83)*	N/A	N/A	55-80	N/A
4.75 mm	35-55 (40-60)*	20-100	20-55	35-55	20-100
1.18 mm	15-40	10-100	10-40	15-40	10-100
300 mm	5-22	2-65	5-22	5-22	5-95
150 mm	N/A	N/A	N/A	N/A	2-65
75 mm	2-8 (2-10)**	0-8 (0-10)**	0-10	2-8 (2-10)**	0-25

(*) Where the aggregate is obtained from an iron blast furnace slag source.

(**) Where the aggregate is obtained from a quarry or slag source.

(***) MTO Lab Test No. LS 602.

(****) Where Granular B is used for granular backfill for pipe subdrains, 100% of the material shall pass The 37.5 mm sieve.

SPECIAL PROVISIONS**SPECIAL #1 TESTING AND ACCEPTANCE OF GRANULAR 'A'****FIELD SAMPLING**

At the request of the Joly Working Road Foreman the Contractor shall be responsible for field sampling in the presence of the Working Road Foreman. The lot size has been predetermined to be 500m³. Four (4) samples for testing shall be required. Time samples will be taken at discretion of the Working Road Foreman.

TESTING

At the request of the Corporation of the Township of Joly, the Contractor will be responsible for all costs related to transportation and testing of samples at a designated Laboratory (Muskoka District). Testing will be delivered to the Laboratory by the Township of Joly Working Road Foreman. Sieve analysis, (gradation requirements) and percent crushed tests will be performed.

ACCEPTANCE REQUIREMENTS

When either the gradation or the percent crushed particles is not within the specification requirements, an adjusted payment will be allowed at the request of the contractor in lieu of removal, except where a non-conformance is so great that the material is totally unacceptable.

PAYMENT ADJUSTMENT GUIDELINES

Payment adjustment for non-conforming material will be applied as a percentage of the unit price. Material that requires an adjustment in excess of 25% is considered non-conforming and is not acceptable under this contract.

NOTE

The contractor may at his discretion have tests performed on the product during production to ensure that an acceptable product is being produced.

SPECIAL PROVISION #1 – Cont'd

Percent Crushed Acceptance

A complete lot of Granular A shall be deemed to meet the specification requirements for percent crushed particles if the mean of the test results is equal to or greater than 50%.

Adjusted Payment

Complete lots which do not meet the specification requirements, and which are not subject to removal, will be subject to a reduced payment.

The reduction will be a product of:

Lot quantity x price x total payment adjustment.

The total payment adjustment shall be equal to the sum of adjustment point determined as follows:

- Adjustment points shall be applied for each 0.1 percent that the mean gradation falls outside the specified limits
- 0.1 adjustment points shall be applied for each 0.1 percent that the range exceeds the maximum acceptable range for each sieve (Table I).
- 0.5 adjustment points shall be applied for Granular A or M for each 0.1 percent that they lot mean falls below the 50% limit for percent crushed.

Table IV

MTO Sieve Designation	Adjustment Points per 0.1% Deviation from Specified Limit			
	Granular A	Granular B Type I & II	Granular M	Select Subgrade Material
150 mm		0.1		0.1
26.5 mm	0.1	0.1		0.1
19.0 mm	0.1	-	0.1	-
13.2 mm	0.1	-	0.1	-
9.5 mm	0.1	-	0.1	-
4.75 mm	Excess Passing 0.5/Insufficient Passing 0.2			0.1
1.18 mm	0.1	0.1	0.1	0.1
300 mm	0.1	0.1	0.1	0.1
150 mm	-	-	-	0.1
75 mm	1.0	1.0	1.0	0.5

Bidder Initial _____

SPECIAL PROVISION #1 – Cont'd

Gradation Acceptance

A lot of Granular A will be deemed to meet the specification requirements for gradation if the mean of the four test results of the lot is within the gradation limits specified in Table 2 OPSS 1010 and if the lot is within the range requirements of Table I Range Requirements.

**TABLE 1
RANGE REQUIREMENTS**

MTO Sieve Designation	Maximum Acceptable Range			
	Granular A	Granular B		Granular M
		Type I	Type II	
150 mm	N/A	0	0	N/A
26.5 mm	0	N/A	30	N/A
19.0 mm	8	N/A	N/A	0
13.2 mm	20	N/A	N/A	16
9.5 mm	20	N/A	N/A	18
4.75 mm	18	N/A	22	18
1.18 mm	18	N/A	18	18
300 μ m	12	50	12	12
150 μ m	-	-	-	-
75 μ m	5	7	5	5

Bidder Initial _____

TENDER 2023-005

The Township of Joly is tendering for 1200 tonnes +/-20% of sand screened with a 5/8 screen to be supplied and delivered to the Township of Joly yard at 871 Forest Lake Road. This tender includes the mixing of salt with the sand and stacking in the area as designated.

2023 \$ _____ /tonne x 1200 tonnes = \$ _____

HST # _____ HST \$ _____

TOTAL TENDER PRICE \$ _____

INCLUDES ALL COSTS WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER Contractor to provide loaders, trucks, stacker as required.

I/We (the Contractors) promise to complete the work by October 13th, 2023.

2024 \$ _____ /tonne x 1200 tonnes = \$ _____

HST # _____ HST \$ _____

TOTAL TENDER PRICE \$ _____

INCLUDES ALL COSTS WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER Contractor to provide loaders, trucks, stacker as required.

I/We (the Contractors) promise to complete the work by October 15th, 2024.

2025 \$ _____ /tonne x 1200 tonnes = \$ _____

HST # _____ HST \$ _____

TOTAL TENDER PRICE \$ _____

INCLUDES ALL COSTS WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER Contractor to provide loaders, trucks, stacker as required.

I/We (the Contractors) promise to complete the work by October 15th, 2025.

Name of the Individual or Firm
(hereafter referred to as the "Contractor") _____

Address _____

Email Address _____

Signature of Person Signing for Firm _____

Date _____

Office Person Signing for Firm _____

Witness or Firm Seal _____

Phone Number _____ Fax Number _____

Lowest or any tender not necessarily accepted