

NORTH
GLENGARRY
NORD



THE CORPORATION OF THE TOWNSHIP OF NORTH
GLENGARRY

Tender No. PW 2025-01

**TENDER FOR SUPPLY AND PLACEMENT OF
GRANULAR MATERIAL**

Tender Closing March 17th 2025
1:00pm

March 3, 2025

1.0 SCOPE OF WORK

SCOPE STATEMENT

- 1.1 The Township of North Glengarry is seeking submissions from qualified suppliers to provide aggregate as described in Appendix A

2.0 SPECIFICATIONS

MATERIALS / STOCKPILING

- 2.1 All granular material must satisfy the appropriate OPSS requirements.
- 2.2 The granular material shall be from quarried bedrock.
- 2.3 QUARRY TESTING: Sample collection for testing will be prior to placement and will be at the discretion of the Township's Roads Supervisor. Bidders to provide testing window with bid submission. Stockpiles not meeting the tender requirements will not be acceptable.
- 2.4 Testing requires a three-day buffer for testing of stockpiles between quarries. Bidders are responsible for scheduling the work so that testing can be completed, and the results received before placement from the new quarry or the bidder will be responsible for liquidated damages as described in section 4.
- 2.5 ON SITE TESTING: Testing shall also be done every 5,000 tonnes during placement or at the Roads Supervisor's discretion. Should any tests not meet the requirements of the tender, a retest will be called for immediately. Upon failure of the second test liquidated damages will be held back from the bidder's progress payment as described in section 4.

3.0 APPLICATION OF MATERIALS – PART "A" ONLY

- 3.1 Where the tender includes application of granular materials, materials may be applied by belly dump trailers and dump truck tailgate at the discretion of the supervising Township staff, providing care is taken to avoid segregation.
- 3.2 Where the total thickness of crushed material called for exceeds 100 mm in thickness, it shall be placed in multiple layers. Each layer shall not exceed 100 mm in thickness.

4.0 MEASUREMENT FOR PAYMENT

- 4.1 Method of Payment shall be by metric tonne.
- 4.2 The method of weighing shall be in accordance with OPSS 502. 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 a permanent scale and 0.2% on indicated load for a portable scale), but not more than three times the limits of Error, the scale may continue to be used for no more than 48 hours.
- 4.3 Where the scale is in error by more than three times the Limits of error, weighing of material on the scale must cease immediately.
- 4.4 Prior to commencing the successful contractor shall supply the Township with documentation stating that the scales being utilized have been calibrated within the last 12 months.

5.0 LIQUIDATED DAMAGES

- 5.1 TESTING: Upon failure of the second test the contractor is to provide a mitigation plan to the satisfaction of the Supervising Staff by email or they will be charged liquidated damages equal to ½ a day's tonnage (900 tonnes) in addition to the cost of the retest. Charges will continue per day until the testing is adequate.
- 5.2 The Contractor agrees to supply and place a minimum of 1,800 tonnes of "M" gravel per workday on average. If the tonnage falls below 1,800 tonnes that is not specified within the contractor's submitted placement plan the Supervising Staff shall notify the successful bidder in writing and the successful bidder will have 24 hours to provide a mitigation plan.
- 5.3 The Contractor shall commence placement activities on the planned commencement date (for example 2 business days after half loads are removed)
- 5.4 Failure to satisfy section 5.2 and/or 5.3 shall result in liquidated damages of \$1,000 per day, for each and every occurrence. The Township will deduct the liquidated damages from any invoice.

6.0 CONTRACT REQUIREMENTS

RESPONDENTS TO INVESTIGATE

- 6.1 Respondents must satisfy themselves by examination of the locations of the proposed works as to the local conditions to be met during the execution of the agreement.
- 6.2 The successful respondent will be responsible for obtaining information as to the location of existing utilities and will be liable for any damage to same as a result of his/her operation and will be required to pay all costs of repair and/or replacement.

7.0 DECLARATION OF INTERESTS

- 7.1 The respondent shall clearly indicate any and all persons, firms or corporations, other than the respondent, that has any direct or indirect interest in the respondent being successful in this solicitation and describes the general nature of the interest.
- 7.2 The respondent shall clearly indicate any member of Council or employee of the Township that has any direct or indirect interest in the respondent being successful in this solicitation and describe the general nature of the interest.

8.0 BASIS OF PAYMENT

- 8.1 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.

9.0 BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

- 9.1 Tender must be legible, in ink, by typewriter or by printer.
- 9.2 Tender must be in possession of the Municipality by the closing date and time.
- 9.3 Tender must be on form provided.

- 9.4 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.
- 9.5 Tender must not be restricted or modified in any way.

10.0 PAYMENT, HOLDBACK AND COMPLETION

- 10.1 Monthly payments will be paid for 90% of the estimated value of the work performed, within 30 calendar days of certification of the work estimated by the Contractor.
- 10.2 In addition to the normal 10% holdback, additional holdback may be retained to cover any written liens submitted during the Contract.
- 10.3 When the Contract is 95% complete, and again when the Contract is complete, the Contractor, at the Contractor's cost, shall immediately publish these facts in a local newspaper, for the benefit of staff and creditors. "Completion" is deemed to occur when the work remaining is the lesser of \$1000, or 1% of the total cost.
- 10.4 The Contractor agrees not to seek approval for "Substantial Completion" of the contract, or approval for "Completion" of a subcontracted portion of the Contract. Only approval for "Completion" of the entire Contract will be sought by the Contractor. (Also see Form —100 Subsections 103-4 and 103-5 and the Construction Lien Act).
- 10.5 With the submission of any requests for payment, the Contractor shall submit a Workplace Safety and Insurance Board (WSIB) clearance.
- 10.6 Holdback, not including an amount retained for unresolved claims, will be released to the Contractor forty-five (45) calendar after certification by the Municipality that the Contract is "Complete". (See the Construction Lien Act).

11.0 TENDERING REQUIREMENTS

- 11.1 For the highest scoring bid to be considered valid, the highest scoring bidders are required to submit a certified cheque in the amount of 10% of the total tender within 5 days of notification of successful bid.
- 11.2 The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.

12.0 TENDERING PROCEDURES

- 12.1 All inquiries, concerning the tender, prior to tender closing, shall be directed by email to:

Michel Cuerrier

Manager of Transportation

Township of North Glengarry

pwprocurement@northglengarry.ca

cc: michel@northglengarry.ca

- 12.2 Notification of Acceptance of Tender will be by email to the successful bidder.

- 12.3 A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

13.0 SUBMITTALS

- 13.1 The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Corporation with evidence of:

- 13.2 Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the engineer relating to their obligations under this Agreement. Such insurance shall include but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

- 13.3 Such insurance shall add the Corporation of the Township of North Glengarry as Additional Insured with respect to the operations of the engineer. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful engineer shall indemnify and hold the Corporation of Township of North Glengarry harmless from and against any liability, loss, claims, demands, costs and expenses,

including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether wilful or otherwise by the engineer, their agents, officers, employees or other persons for whom the engineer is legally responsible.

- 13.4 Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000, inclusive for each and every loss.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

- 13.5 The successful bidder shall supply with the tender also deliver proof of WSIB coverage, within ten (10) calendar days or receiving the Acceptance Notice.
- 13.6 The successful bidder will supply the Township with a copy of its health and safety manual and the Contractor is expected to conform to the manual or to the Township's manual whichever is more stringent.
- 13.7 Submissions shall be received by the Township of North Glengarry by email at pwprocurement@northglengarry.ca, no later than 1:00:00 PM local time on March 17th, 2025.

14.0 DEFAULT BY THE CONTRACTOR

- 14.1 Where the Contractor is in default in carrying out any of its obligations under the Contract, the Township may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Township within that cure period.
- 14.2 Upon the giving of a notice provided for in subsection 1, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to the Township for any amounts paid by the Township and for all losses and damages which may be suffered by the Township by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Township in procuring the Work from another source. The Contractor agrees to repay immediately to the Township the portion of any payment that has been advanced prior to the date of the termination.

14.3 Subject to the deduction of any claim that the Township may have against the Contractor arising under the Contract or out of the termination, the Township shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's fee included in the Contract Price, of all completed parts of the Work delivered to the Township and shall pay or credit to the Contractor the Cost to the Contractor that the Township considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the Township prior to termination as long as any amounts payable pursuant to this subsection do not exceed the Contract Price.

14.4 All tender submitters are to identify the location of the quarry being utilized. All locations identified as outside the Township of north Glengarry are to add \$.06 to every tonne in lieu of royalties collected by the Township of North Glengarry.

Bidders are to have this sheet filled in and submitted with the proposal:

The Township reserves the right to accept or reject any or all tenders and to waive irregularities at its discretion. The Township reserves the right to accept a proposal other than the lowest price without stating the reasons. By the act of submitting its proposal, the consultant waives any right to contest, in any legal proceeding or action, the right of the Township to award the work to whomever it chooses, and for whatever reasons the Township deem appropriate. Without limiting the generality of the foregoing, the Township may consider any factor besides price and capability to perform the work that it deems, in its sole discretion, to be relevant to its decision, including, but not limited to the following:

1. Any past experience with the bidder or lack thereof;
2. The results of any reference check done by the Township;
3. Information relating to the financial state of the bidder, however obtained and;
4. Any other factors that the Township deems pertinent in the selection process.

The successful bidder shall be expected to submit a complete proposal and enter into a formal contract with the Township.

Company Name/Supplier: _____
Address: _____
Telephone: _____ Fax: _____
Email Address: _____
Date: _____
Name: _____ Position: _____
Signature: _____

“I have read and understand this tender package and I have the authority to bind the Corporation/Company”

THE LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.

Tender Number: PW 2025-01

Part “A” – Gravel Road Resurfacing Program

The following price will be based on the quantity identified. OPS standards/OPS GC to apply.

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (Excl. HST)	TOTAL
1	16mm (5/8”) Granular “M” crushed quarry rock, supplied & placed on Township Roads	26,000	M.T.		

HST _____

Total including HST \$ _____

Part “B” – Provisional Pricing for General Purpose Materials

The following prices will be provisional.

ITEM	ITEM DESCRIPTION	UNIT	UNIT PRICE (DELIVERED)			UNIT PRICE (PICKED-UP)		
			0-15K	15K-30K	30K–50K	0-15K	15K-30K	30K-50K
1	Granular “M”	M.T.						
2	Granular “A”	M.T.						
3	Granular “B”	M.T.						
4	Gabion	M.T.						

BID DETAILS – WORKPLAN

The Township wishes to have spring gravel completed by the end of June and to work continuously from commencement to completion. Bidders may supply alternate workplans, but the Township reserves the right to select the bidder that most closely meets its needs.

- Please specify a window that the first stockpile will be ready for testing no later than the 2nd week of April. The exact day is to be scheduled with supervising staff.

The _____ week of _____ 2024

- How many business days does the bidder intend to commence placement after load restrictions are lifted?

_____ Business days

Quarry Details		
Please provide details of the source quarries intended to be used for the project		
Order	Quarry Name	Location
1		
2		
3		

- Does the bidder intend to work continuously from the start of granular placement to completion meeting a minimum tonnage of 1800 tonnes per day, completed by the end of June?
 - Yes / No (please circle)
 - If no please provide details below or attach a separate work plan

- Please select the preferred work schedule in appendix A