

MUNICIPALITY



OF ASSIGINACK

## **TENDER FOR THE PROVISION OF GRAVEL FOR RED LODGE ROAD**

Sealed tenders clearly marked “*Provision of Gravel for  
Red Lodge Road*” will be accepted until:

**Friday, September 1, 2023 at 12:00 p.m. (Noon)**

**AND**

Must be submitted in person or by mail to:

**TOWNSHIP OF ASSIGINACK  
C/O RON COOPER, PUBLIC WORKS SUPERINTENDENT  
BOX 238, 156 ARTHUR STREET  
MANITOWANING, ON., P0P 1N0**

**Full tender packages are available on our website by  
visiting: <https://www.assiginack.ca/rfp-tenders/>**

Important to Note that:

- \*LOWEST or ANY Tender NOT necessarily accepted**
- \*Also, that FAXED or EMAILED Tenders are NOT accepted**

**SCOPE OF WORK:**

Qualified contractors are invited to submit tenders for the supply, hauling and spreading of gravel for Red Lodge Road, for the following quantities:

4" Minus Pit Run	3,500 cubic meters
Granular "M"	1,750 cubic meters

Red Lodge Road is a boundary road between the municipalities of the Township of Assiginack and the Town of Northeastern Manitoulin and the Islands (NEMI). This is a joint project shared between both municipalities, with the Township of Assiginack issuing the tender.

**TENDER PROCEDURES:**

1. All inquiries concerning this tender, prior to its closing, shall be directed to:

**RON COOPER, PUBLIC WORKS SUPERINTENDENT  
TOWNSHIP OF ASSIGINACK  
BOX 238, 156 ARTHUR STREET  
MANITOWANING, ON., P0P 1N0  
(705) 859-3780 – MUNICIPAL GARAGE**

2. The Contractor, The Individual or The Firm mentioned herein pertain to the agents signing this Agreement to tender.
3. Upon the closing of the tender, all tenders will be opened, recorded, and reviewed by Municipal Staff, who will submit their recommendation(s) to Council for approval.
4. As this is a joint project on a boundary road between Assiginack and NEMI, The Township of Assiginack will advise NEMI of the tender approval by Council.
5. Upon approval and award of tender by Council, all contractors who submitted a tender will be notified of the results in writing to the address used on the tender bid form.
6. The successful contractor will be notified by telephone and written form to the address used on the tender bid form. The date of acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
7. A tender may be voided by superseding it with a later tender letter of withdrawal, prior to the closing date and time.

**BASIS OF REJECTION OF TENDER:**

Tenders must meet the following requirements, or they will be disqualified:

1. Tender must be legible, in ink, and by typewriter or printer.
2. Tender must be in possession of the Municipality by the closing date and time, as identified within the tender document.
3. Tender must be on the municipal bid 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 on.
6. The tender must not be restricted or modified in any way.

**BASIS OF PAYMENT:**

Payment of the contract price shall be compensation in full for performing the work specified within the tender 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 both municipalities.

**COMPLETION DATE:**

The Contractor shall ensure all required work is completed no later than **October 13<sup>th</sup>, 2023.**

**PAYMENT TERMS:**

Payment will be made in response to the Contractor's Invoice. This payment will be made when all work has been completed to the satisfaction of the Public Works Superintendent, with the Manager of Public Works from both respective municipalities.

Payment to the Contractor shall be verified from measurements taken and recorded by the Public Works Superintendent for the Township of Assiginack.

**CONTRACTORS TO INVESTIGATE:**

It is the Contractor's responsibility for completing personal examination and their own assessment of Red Lodge Road to assess the methods and general requirements of the work, prior to the submission of their tender and/or the commencement of work.

**GOODS AND SERVICES TAX:**

Unit and / or lump sum pricing shall not include the Harmonized Sales Tax (HST). HST shall be indicated on the tender bid form, as a separate line item.

**VARIATION OF QUANTITIES:**

Due to budgeting constraints the quantity of work may be adjusted dependent upon the tendered unit prices. Quantities shown are approximate and are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease the quantities identified in the Form of Tender.

**REFERENCES:**

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the O.P.S. General Conditions of Contract, September 1999. The O.P.S. General Conditions and supplementary General Conditions have not been reproduced as part of these Contract Documents. It will be the Contractor's responsibility to obtain current copies of these documents.

**PRICING REQUIREMENTS:**

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B to the point specified therein.

The total tender price must include all costs including applicable taxes, customs duties, excise tax, freight, insurance, etc. and all other costs that are required to execute this project.

**LOADING OF MOTOR VEHICLES:**

Where a vehicle is hauling material for use in the work under this contract, in whole or in part on a public highway and where motor vehicle registration is required for such vehicles, the Contractor shall not cause or permit such a vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

**DAMAGE BY VEHICLES AND OTHER EQUIPMENT:**

If at any time, in the opinion of the Public Works Superintendent, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of Public Works Superintendent, and at the Contractor's own expense,

make changes in or substitutions for such vehicles or other equipment; or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Superintendent.

### **SPILLS REPORTING:**

Spills or discharge of pollutants or contaminants under the control of the Contractor and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects must be reported to the Public Works Superintendent. Such spills or discharges and their adverse side effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

### **INSURANCE REQUIREMENTS:**

The Contractor covenants and agrees to indemnify and save harmless both the Township of Assiginack and the Town of NEMI from and against all claims for loss, costs, damages, and or compensation and legal expenses both municipalities may incur as the direct or indirect result of the work operation described herein being conducted by the Contractor. The Contractor shall secure and maintain at their own expense, for the duration of this contract, general comprehensive liability insurance in an amount not less than two million dollars (\$2,000,000.00) per incident, naming both the Township of Assiginack and the Town of Northeastern Manitoulin and the Islands, as an additional named insured and containing a cross-liability endorsement.

The contractor shall deliver, within ten (10) calendar days of receiving the acceptance notice, proof of Workplace Safety and Insurance Board coverage to the Township of Assiginack, c/o the Municipal Clerk.

Failure to provide either proof shall result in the cancellation of the contract.

### **DEFAULT BY CONTRACTOR:**

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any case, the Township may terminate the contract without notice.

If the Contractor fails to comply with any request, instruction, or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws, or directives of the relevant authorities

relating to the work; or fails to prosecute the work with the required skill and diligence; or assigns/sublets the contract or any portion of thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default of carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case the Township may terminate the contract upon expiration of ten (10) days from the date of written notice to the Contractor.

Any termination of the contract by the Township of Assiginack, as aforementioned, shall be without prejudice to any other rights or remedies the Township may have. If the Township terminates the contract, it is entitled to:

- Take possession of all the work in progress and finish the work by whatever means deemed appropriate under the circumstances;
- Withhold any payment to the Contractor until its liability to the Township is ascertained;
- Recover from the Contractor any loss, damage, and / or expense incurred by the Township by reason of the Contractor's default, which may be deducted from any monies due or becoming due to the Contractor, and any other balance to be paid by the Contractor to the Township.

### **CONTRACTOR'S DISCHARGE OF LIABILITIES:**

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred for labour, materials, or services used or required for use in the performance of this contract on the date upon which each becomes due. The Contractor shall furnish the Township of Assiginack with a Statutory Declaration providing confirmation that their liabilities and those of the Subcontractors, as aforementioned, have been discharged and this shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing in the books of the board.

No payment to which the Contractor is otherwise entitled under this contract shall be due and payable to them so long as they or any Subcontractors are in default under this section, and upon such default occurring, the Township of Assiginack may, in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his surety, withhold payment of the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

It is agreed by the parties to this contract that if the work called for under the contract is not completed by the date specified, or as extended by the Public Works Superintendent, the Township will sustain a loss or damage. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Township will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Township the sum of five hundred dollars (\$500.00) as liquidated damages for each and every calendar day(s) delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period more than the prescribed date for completion.

The Township 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 Township.

**COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT:**

The Contractor shall execute the terms of the contract in strict compliance with the requirements of the Occupational Health and Safety Act, RSO 1990, c.0.1 (the Act) and Ontario Regulation 213/91 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the work, as the Contractor or Employer, as the case may be.

Worker safety is given first priority in planning, pricing, and performing the work. Its officers and supervisory employees have a working knowledge of the duties of a Contractor and Employer under the Act and provisions of the Regulations applicable to the work, and a personal commitment to comply with them. Workers employed to conduct the work must possess the knowledge, skills and protective devices required by law or recommend for use by a recognized industry association to allow them to work in safety; Its supervisory employees perform their duties in a diligent and responsible manner with consideration for the health and safety of the workers.

All Subcontractors employed by the Contractor to perform part of the work and their employees are properly protected from injury while performing their

associated duties. The Contractor shall cooperate with the representatives of the Township of Assiginack and/or Town of NEMI and any inspectors appointed to enforce the Act and the Regulations, in relation to any investigations of worker health and safety in the performance of this contract. The Contractor shall be responsible for any additional expense that may occur because of the Contractor's failure to comply with the requirement(s) of the Act and its' Regulations.





# Request for Tender Bid Form

Tender for the Provision of Gravel for Red Lodge Road

Please ensure that all subsequent pages are received by  
The Township of Assiginack by the required deadlines and in  
the required format.

**TENDER FOR PROVISION OF GRAVEL FOR RED LODGE ROAD**

The Contractor: (Name of Individual or Firm)	
Telephone Number:	
Email Address:	
Mailing Address:	

- The Contractor has carefully examined the conditions and specifications of this tender and referred to in this contract and has carefully examined the work location and therefore understands and accepts the said conditions and specifications, for the prices set forth in this tender. The Contractor hereby offers to furnish all labor, equipment, and materials to complete the work in strict accordance with said conditions and specifications.

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL VALUE
1	4" inch Minus Pit Run to be supplied, hauled, and spread on roadway	m <sup>3</sup>	3,500		
2	Granular "M" to be supplied, hauled, and spread on roadway	m <sup>3</sup>	1,750		
<b>Sub-Total:</b>					
<b>HST ACCOUNT#:</b>		<b>Harmonized Sales Tax:</b>			
<b>Total Tender Price:</b>					

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

**Continued Agreement for the Contractor:** \_\_\_\_\_

- It is also agreed that, upon acceptance in writing by the municipality, this form becomes the “Agreement for the Performance of Work” between the contractor and the Township of Assiginack.
- This offer shall be irrevocable for the period of thirty (30) calendar days following the date of opening.
- I/We (the Contractor) promise to perform the work, without undue delay and complete the work by **October 13, 2023.**
- I / We agree that this offer shall remain open for acceptance until the formal Contract is executed by the successful Contractor for the said opening, whichever event first occurs; and that the Township of Assiginack may, at any time within that period and without notice, accept this Tender whether any other Tender has previously been accepted or not.
- I / We agree that the awarding of this Contract, based on this Tender, by the council of the Township of Assiginack shall constitute acceptance.
- I / We hereby agree that notification of acceptance of this Tender shall be in writing and may be sent by prepaid post. If sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of the notification.

Furthermore:

**CONTRACTORS EXPERIENCE, ABILITY, CAPITAL, AND PLANT:**

It is expected that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, capital, and plant to enable them to execute and complete the contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

To aid the Township in determining the responsibility of each Contractor, the following page contains statements that are required as part of the Form of Tender.

**Contractor Statements:**

<b>STATEMENT "A" – CONTRACTOR'S EXPERIENCE FOR REFERENCE</b>
Stating the Contractor's experience in similar work that was successfully completed.
1.
2.
3.

<b>STATEMENT "B" – LIST OF SUB-CONTRACTORS</b>
Give the name and address of each proposed Subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.
1.
2.
3.

<b>STATEMENT "C" – LIST OF SUPPLIERS</b>
1.
2.
3.

<b>Designation of Signing Authority for the Contractor:</b>	
Firm / Company Name	
Individual's Name (Please Print)	
Position:	
Signature & Seal:	
Date:	
Witness to Signature & Seal: (Please print)	
Witness Signature	

