



**TENDER 2021-04 WINTER SAND 3 YEARS**

Tender Number **2021-04**

Sealed Tenders will be received by: Corporation of the Township of Strong  
28 Municipal Lane, PO Box 1120  
Sundridge, Ontario  
POA 1Z0  
**Attn: Dan Truchon**

Tender Closing Date: **Friday August 20, 2021**

Tender Closing Time: **2:00 p.m.**

Tender Opening: **Tuesday August 24, 2021 at 9:30 a.m.**

Tender Awarded: Regular Meeting of Council  
**Tuesday August 24, 2021 at 5:30 p.m.**

Tender for: Supply for Three Years, Screen with a 5/8” screen, load, deliver to the Township Yard, mix with salt and stockpile with a stacker inside the sand dome what will fit in, then Stockpile remaining outside beside dome with option to request more if needed later in the season when requested by supervisor.

Location: Township Sand Dome – 10191 Hwy 124, Sundridge ON

Supply winter sand for Three Years, Screen with a 5/8” screen, load, deliver to the Township Yard, mix with salt and stockpile with a stacker inside and outside the sand dome, with option to request more if needed later in the season when requested by supervisor.

Township to supply salt.

Work to be completed by the **second Friday of October, in 2021, 2022, 2023**

**Lowest or any tender not necessarily accepted.**

BIDDER'S NAME: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Bidder**

## TENDER PROCEDURES

1. All inquiries concerning the tender, prior to the tender closing, shall be directed to **Dan Truchon Treasurer 705-384-5819 ext. 215** or **Andrew Boucher ext. 203**.
2. **\*\*Due to operational impacts due to COVID-19, the Municipal Office and Public Works Garage are closed to the public as of July 27, 2021(subject to change). By-Law 2020-009 has delegated authority to the Treasurer to open submissions electronically. Those submitting tenders will be invited to the electronic opening session meeting by email.**
3. 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.
4. 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 or bank draft made payable to the Township of Strong, in the amount of 10% of one-third (1/3) of the total tender must be submitted with the tender, which will be deposited by Strong Township and repaid to the contractor shortly after the last delivery of winter sand in late October 2023. The tender deposit cheques/documents 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.

<b>Payment Schedule</b>	
<b>Date</b>	<b>Payment</b>
November 2021	One-third (1/3) of total tender
November 2022	One-third (1/3) of total tender
November 2023	One-third (1/3) of total tender

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 \$2,000,000 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**

\_\_\_\_\_  
**Initials of Bidder**

## **TENDER REQUIREMENTS (continued)**

4. 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 Road Superintendent, or his designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.

6. To aid the Township in determining the responsibility of each bidder, the bidder shall complete the following statement sheets which are attached:

STATEMENT A – Stating the bidders experience in similar work which he/she has successfully completed.

STATEMENT B – Giving a list of the Bidder's senior supervisor staff to be employed on the contract with summary of the experience of each.

STATEMENT C – Giving the location and description of the construction equipment which the bidder proposes to use.

If the bidder prefers, he/she may, in lieu of completing and submitting above mentioned state sheets, submit the information required by the said sheets on similar forms prepared in his/her office, provided that the said forms bear the bidder's name and the date of preparation and contain up to date information.

**I have read and agree with the contents**

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**Initials of 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 because 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 because 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 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.

**I have read and agree with the contents**

\_\_\_\_\_  
**Initials 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.

The successful bidder has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this tender is a Certified Cheque or Bank Draft in the amount of 10% of one-third (1/3) of the total tender, maybe 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 estimated 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 perform the work without undue delay and complete the work by the second Friday of October in 2021, 2022 and 2023.

**I have read and agree with the contents**

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**Initials of Bidder**

## MEASUREMENT FOR PAYMENT

### Cubic Metre Measurement

- (a) End Area Method:  
Should Figure #1 indicate payment by the cubic metre End Area Method, the volume of materials will be measured in their original position by the average end area method.
- (b) Truck Box Method:  
Should Figure #1 indicate payment by the cubic metre Truck Box Method, 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 meters 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.

### Tonne Measurement

Should Figure # 1 require payment by the tonne, the method of weighing shall be in accordance with OPSS Form 102. In addition, where a scale is found to be more than the Limits of Error specified by the Government of Canada Weights and Measures Act (0.1% on an 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. Where the scale is in error by more than three times the Limit of Error, weighing of material on the scale must cease immediately.

Each truck shall bear an identification symbol, followed by the capacity. A load ticket shall be issued for each truck load, with the number of metric tonnes for payment shown. Daily summary sheets of load tickets will be required before payment will be processed.

NOTE: For this tender one (1) cubic meter (m<sup>3</sup>) of winter sand equals 1.6 tonnes.

## BASIS OF PAYMENT

Payment at the Contract price shall be compensation in 3 payments as specified on page 1 for performing the work specified in 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 the municipality and the Public Works Supervisor.

**I have read and agree with the contents**

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## **PAYMENT, HOLDBACK AND COMPLETION**

Payments will be made as specified on page 2, at specific intervals and with the satisfaction and approval of the municipality's Public Works Supervisor.

## **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 the second Friday of October in 2021, 2022 and 2023.**

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 date. Additional costs incurred shall be deemed included in the price bid for the works. For this tender "Normal Hours" are defined as 7:00 a.m. to 6:00 p.m. Monday to Friday.

If the work is not complete by the above date, 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**

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**Initials of Bidder**

**TENDER 2021-04 Winter Sand, 3-years**

2021 Screen, Load, Deliver  
4000 Tonnes Winter Sand @ \$ \_\_\_\_\_ =

2022 Screen, Load, Deliver  
4000 Tonnes Winter Sand @ \$ \_\_\_\_\_ =

2023 Screen, Load, Deliver  
4000 Tonnes Winter Sand @ \$ \_\_\_\_\_ =

Total Tender Price \_\_\_\_\_

HST \_\_\_\_\_

Grand Total Price \_\_\_\_\_

**INCLUDE ALL CHARGES WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER**

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.**

Contractor to provide loaders, trucks, and stacker, as required.

I/We (the Contractors) promise to perform the work without undue delay and complete the work by the second Friday of October in 2021, 2022 and 2023.

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 \_\_\_\_\_



## STATEMENT A

### SUMMARY OF TENDERED EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR WORK

YEAR	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE CONSULTANT
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Bidder Initial \_\_\_\_\_

**STATEMENT B**

QUALIFICATION OF TENDER'S SENIOR SUPERVISORY STAFF TO BE EMPLOYED ON THIS CONTRACT.

NAME:	APPOINTMENT	QUALIFICATIONS & EXPERIENCE
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**STATEMENT C**

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED ON THIS CONTRACT

EQUIPMENT AVAILABLE

EQUIPMENT TO BE RENTED

EQUIPMENT TO BE PURCHASED

Bidder Initial \_\_\_\_\_