

The Corporation of the Township of Macdonald, Meredith & Aberdeen Additional

2025 Gravel Tender

Sealed Tenders:

Will be received by: Lacey Kastikainen

CAO/Clerk

208 Church Street

Echo Bay, ON. POS 1C0 twpmacd@onlink.net

705-248-2441

With envelopes plainly marked: GRAVEL TENDER 2025

Tender Closing Date & Time: Thursday May 15, 2025, at 10:00 a.m.

Tender Opening: Thursday May 15, 2025, at 10:05 a.m. at the Township of

Macdonald, Meredith & Aberdeen Additional Council

Chambers – 208 Church Street, Echo Bay, ON.

Project Contact Person: Cody Jarrell

Road Superintendent 311 Watson Road

Echo Bay, ON. POS 1C0 roadsuper@ontera.net

705-297-6373

LOWEST OR ANY TENDER MAY NOT NECESSARILY BE ACCEPTED

The Corporation of the Township of Macdonald, Meredith & Aberdeen Additional

2025 Gravel Tender

WORK TO COMMENCE: June 9, 2025

WORK TO BE COMPLETED: June 27, 2025

TENDER FOR: 5/8" Type M crushed gravel & 3" Minus Gravel

QUANTITY: 1) 4500 cubic yards 5/8 Type M crushed

2) 1250 cubic yards 5/8 Type M crushed – stockpiled

in the Municipal Yard

3) 500 cubic yards 3" Minus - stockpiled in the

Municipal Yard

LOCATION: Various Township roads as directed by the Roads

Superintendent or his designate and the municipal landfill.

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DESCRIPTION OF THE WORK

- 1. The Township of Macdonald, Meredith & Aberdeen Additional invites tenders to:
 - a) Supply, crush, haul, and place 4500 cubic yards of 5/8" type M crushed gravel on various Township roads and
 - b) stockpile 1250 cubic yards of 5/8" type M crushed gravel in the Municipal Yard
 - c) stockpile 500 cubic yards 3" Minus gravel in the Municipal Yard
- 2. Contractor to provide a satisfactory Sieve Analysis (gradation) Testing results from a Certified (CCIL) Lab on all material at least two times with the results being provided to the Road Superintendent:
 - a) Prior to distribution of the Roads and in the Township yard and;
 - b) ½ way through the contract

These results must adhere to OPSS S/P specification.

3. The Township will be responsible for maintaining the material once it has been spread on the roads.

SPECIAL PROVISIONS

1. Scope of Work

The gravel is to be spread with such equipment so that the material is spread in a uniform thickness to be approved by the Road Superintendent or his designate.

If such method of spreading does not meet with the Road Superintendent or his designates approval, the Township reserves the right to charge any costs incurred by the Township to spread the material to an acceptable standard, back to the contractor.

2. Traffic Control

The Contractor shall be responsible for traffic control signing and any costs incurred with traffic control signing as per MUTCD – Book 7, work zone, traffic control.

3. Additional Equipment

The Contractor shall provide a steel drum vibrating compactor if deemed necessary. (unmanned)

4. Basis Of Payment

Payment of the Tender price shall be compensation in full for performing the work specified in the Tender agreement that includes: 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 Township.

MEASUREMENT FOR PAYMENT

Truck Box Method

- 1. Should the contractor indicate payment by the cubic meter Truck Box Method, the volume of materials will be measured loose by predetermined truck box capacities. Loading 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 truckload, with the cubic meters for payment shown.
- 2. Where source pit of aggregate has a weigh scale the contractor is to provide a copy of all weigh slips to Road Superintendent at time of delivery of each load.

ADMINISTRATION ARRANGEMENTS

1. Tenders will be received at the Corporation of the Township of Macdonald, Meredith & Aberdeen Additional at 208 Church St., Echo Bay, ON, P0S 1C0, until 10:00 a.m. Thursday May 15, 2025.

Envelopes to be clearly marked "Gravel Tender 2025" and will be opened Thursday May 15, 2025, at 10:05 a.m. and will be considered at the next council meeting.

- 2. Tenders received after the closing date and time will not be accepted.
- 3. All information regarding the work and services required under this project should be directed to:

Cody Jarrell, Road Superintendent 311 Watson Rd. Echo Bay, ON POS 1C0 Cell: (705) 297-6373

Email: roadsuper@ontera.net

TERM OF THE CONTRACT

- 1. Once awarded, the contract will commence on or about June 9, 2025, and shall be completed on or before June 27, 2025.
- 2. A pre-start-up meeting will be required between the successful contractor and the Township Road Superintendent.

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

- 1. Tenders must be legible, in ink or typewritten, with no white out.
- 2. Tenders must be received at the Township Office by the closing date and time.
- 3. Tenders must be on the form provided by the Township.
- 4. Tenders must be initialed, signed and sealed by an authorized official of the bidding organization. If a joint tender is submitted it must be initialed, signed and sealed **separately** on behalf of each company.
- 5. Tenders must not be qualified or conditional in any way.
- 6. All tenders shall have the price and all taxes calculated so that all costs are included in the total all-inclusive bid price.

REJECTION OF AWARD

Bidders are informed that the Township accepts the bidder's submission in good faith, and by so doing if the successful bidder rejects the contract award or attempts to withdraw their bid after the opening date and time, the bidder shall then be liable for any or all costs incurred by the Township to award the contract to the next eligible bidder, the cost being the difference between the two bid submissions and any other costs incurred by the Township.

GENERAL CONDITIONS

- 1. The contractor shall abide by all Acts, By-laws, and regulations relative to the performance of the work.
- 2. The contractor agrees to prepare and submit to the Township a total invoice for the tender, upon the completion of the work.
- 3. Upon receipt of a final invoice, the Township agrees to pay the contractor 90% of the amount of the total tender. After 30 days of the date of approval by the Road Superintendent and Council or designate of the **completed contract**, the remaining 10% will be released to the contractor.
- 4. **Attached to this tender** is a certified cheque for 10% of the total tender bid, payable to the Municipality, as security for contract commencement, performance, and completion, and as specified in the tender, should it become the successful tendered. All other cheques will be returned once an agreement has been executed by the successful bidder.

Please	initial

General Conditions Continued

- 5. If at any time, in the opinion of the Road Superintendent or his designate, 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 the Road Superintendent or his designate and at the contractors own expense, make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner remove the cause of such damage to the satisfaction of the Road Superintendent or designate.
- 6. Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a 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, whether such vehicle is registered in the name of the contractor or otherwise.
- 7. All prices must be clearly indicated and totaled. The final total all-inclusive bid price shall be deemed to be correct and will be used in evaluating the bid.
- 8. Conditional bids will not be accepted.
- 9. Adjustments to the tender by telephone or fax will not be accepted. A bidder must withdraw or supersede his/her bid with a revised submission prior to the specified closing date/time.
- 10. Erasures, overwriting or strikeouts must be initialed by the person signing on behalf of the organization submitting the bid.
- 11. The Township reserves the right to reject any or all tender submissions in whole or in part without incurring any liability whatsoever.
- 12. All contractors and subcontractors shall comply with all legislation and regulations which may be applicable to this tender.
- 13. Should a bidder find discrepancies or omissions from the document prior to the closing date, the office of the Township issuing the tender is to be contacted as soon as possible in order that a written instruction or an addendum can be issued to each bidder.
- 14. Persons (contractor) authorized to enter into this agreement shall initial each page of this contract to show that they have read and fully understand the terms.

General Conditions Continued

- 15. The contractor shall take out and keep in force until the date of acceptance of the entire work by the Township, a comprehensive policy of public liability and property damage insurance acceptable to the Township providing insurance coverage in respect of any one accident to the limit of at least \$5,000,000 against loss or damage resulting from bodily injury or death of, one or more persons and loss or damage to property and such policy shall name the Township as an additional insured there under and shall protect the Township against all claims for all damage or injury including death to any person or persons and for damage to any property of the Township or any other public or private contractor or any of his servants or agents during the execution of the contract and the contractor shall forward, a certified copy of the policy or certificate thereof to the Township before the work is started.
- 16. The successful bidder shall also deliver proof of Workplace Safety Insurance Board coverage prior to commencement of the contract.
- 17. Where the contractor is of the opinion that any of the work or services should be expanded, curtailed, reduced, or modified, the contractor agrees to immediately advise the Township accordingly in writing and to obtain the prior written permission of the Township to make any such variation.
- 18. The contractor agrees to protect, indemnify, and save harmless the Township and its officers, servants and agents from and against all claims, demands, cost, actions, causes of actions, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omissions including negligent acts or negligent omissions of the contractor in connection with the performance of this contract.
- 19. If at any time in the opinion of the Road Superintendent or Council that a breach of contract has occurred then the 10% performance bond will be kept by the Township.
- 20. Contractor is to pay all material costs to the owner of the pit.

THE CORPORATION OF THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN ADDITIONAL

TENDER FOR CONTRACT – TENDER SUBMISSION FORM

GRAVEL TENDER 2025

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

Attached to this tender is a certified cheque in the amount of 10% of the total tender made payable to the Township of Macdonald, Meredith & Aberdeen Additional. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Township, if the contractor fails to file with the Township, an executed form of agreement for the performance of the work, in accordance with this tender, within (10) calendar days from the date of Acceptance of Tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Township without alteration of the unit price. However, such increases or decreases shall not exceed 30%.

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

I/We (contractor) agree to commence work on or about the 9^{th} day of June 2025 and to diligently perform the work continuously without undue delay and further promise to complete the work on or before 27^{th} day of June 2025.

I/We (contractor) hereby submit the following total all-inclusive bid price for this contract.

TOTAL	BID PRICE INCLU	UDING ALL APPI	LICABL	E TAXES \$		
	ive the authority to bin NY NAME:	nd the Company.				
ADDRE	SSS:					
	TURE OF AUTHORI SENTATIVE:	ZED				
TITLE: TELEPI	HONE NO:					
CONTA	CT NAME:	(Please prin	t)			
DATE:						
		TENDER	R FORM			
ITEM NO.	ITEM DESCRIPTION		UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	(Truck Box Method Supply and apply or Township Roads, 5/ gravel,	Cu yds	4500			
2.	(Measurement-Cross Stockpile 5/8" type in the Municipal yar	Cu yds	1250			
3.	(Measurement-Cross Stockpile 3" Minus Municipal yard	Cu yds	500			
		TOTAL TI	ENDER S	\$		 ease initial

THE CORPORATION OF THE TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN ADDITIONAL

Completion Date:

The Contractor shall complete the work on or before: June 27th, 2025.

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the contractor shall make changes to permit the work to be completed by the above date. Any additional cost incurred shall be deemed to be included in the price bid for the work.

If the work is not completed on or before June 27th, 2025, or by an approved amended date allowed by approved extension of time (see #17 General Conditions on page 7) then the Contractor agrees to pay the Township a sum of: \$1,000.00 per calendar day, for each day's delay in finishing the work, as liquidated damages.