



**The Corporation of the Township of Perry
Tender 2018-07 Supply and Place "A" Gravel**

Tender For: Supply and Place "A" Gravel 1,160 tonnes
Location Breakdown: Township of Perry
Tender Closing: Wednesday June 13, 2018 at 3:00 p.m.
Tender Opening: Wednesday June 13, 2018 at 3:15 p.m.

Sealed Tenders clearly marked
Tender 2018-07 Supply and Place "A" Gravel
will be received at the Township Office to the Attention of

Kim Seguin, Treasurer
The Corporation of the Township of Perry
Box 70, 1695 Emsdale Road
Emsdale, ON P0A 1J0

Lowest or any tender not necessarily accepted

Faxed or emailed tenders will not be accepted

TENDER – Supply and Place “A” Gravel

The undersigned hereby Tenders to perform or supply the work covered by this Tender.

1. DEFINITIONS

In this Tender, as well as in all specifications, the following definitions shall apply unless otherwise indicated:

“Tenderer” means the individual, firm, company, or corporation submitting a Tender to the Township;

“Township” means the Township of Perry;

“Treasurer” shall mean the Treasurer of the Township of Perry.

“Work” means any of the under noted or any combination thereof:

- supply or provision of articles or materials;
- supply of labour;
- performance of functions or tasks;
- provision of services;
- equipment operated or not operated; or
- construction or repairs as specified;

2. SCOPE OF WORK

The Work includes the supply of all labour, equipment and materials as specified or as necessary at the Tenderer’s entire expense to perform the work as described in Schedule “A”.

3. WORK LOCATION

As specified in Schedule “B”.

4. PLANS AND SPECIFICATIONS

Plans and specifications, will be issued as Schedule “C”.

5. BASIS FOR ACCEPTANCE OF TENDER SUBMISSIONS

Tenders shall be prepared on the form provided in Schedule “D” and are to be sealed and submitted in an envelope and identified as a Tender for the contract described on the Tender cover sheet. Label sheet attached at the end of this tender document.

Tender must be legible, in ink, by typewriter or by printer.

Tender must be in possession of the Township by the closing date and time.

Tender must be on form provided.

Tender must be signed and sealed by an authorized official of the Tendering organization.

A joint Tender must be signed and sealed by each company.

All items must be Tendered.

Tenders must not be restricted or modified in any way.

Tenderers need not be present at the opening of their Tender. Tenderers will be advised by letter of the acceptance or otherwise of their Tender as soon as the contract has been finally awarded.

All inquiries concerning the Tender, prior to Tender closing, shall be directed in writing to the official point of contact: Kim Seguin at kim.seguin@townshipofperry.ca.

Notification of Acceptance of Tender will be by written form of notice, to the email address of the Contractor used on the Tender forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.

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

6. TAXES, DUTIES AND FREIGHT

Prices shall include all Federal taxes and duties, Provincial taxes and Exemptions as shown. All rebates or refunds of taxes, where applicable, shall be collected and held by the Township. Prices shall be F.O.B. destination shown and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.

7. SAMPLES

All specifications are minimum standards and accepted Tender samples do not supersede specifications for quality unless Tender sample is superior, in which case deliveries must have the same identity and quantity as the accepted Tender sample.

Samples when required must be submitted strictly in accordance with instructions, otherwise Tenders may not be considered. If samples are requested subsequent to opening of Tenders, they shall be delivered within three (3) days following request unless additional time is granted. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Tenderer desires their return, provided they have not been used or made useless by tests. Samples may be held for comparison with deliveries. Samples will be returned at the Tenderer's risk subject to his/her expense.

When the Tender indicates that an item to be purchased is to be equivalent to a sample, such samples will be on display in the specified location unless another location is specified. Failure on the part of the Tenderer to examine a sample shall not entitle him to any relief from the conditions imposed by the Tender.

8. AWARD

The Township reserves the right to award by item, or part thereof, a group of items, or parts thereof, or all items of the Tender, and to award contracts to one or more Tenderers; to reject any and all proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interest of the Township will be served.

The Township reserves the right to make awards within thirty (30) days from the date Tenders are opened, unless otherwise specified in the Tender, during which period proposals shall not be withdrawn unless the Tenderer distinctly states in his Tender that acceptance thereof must be made in a shorter specified time.

A Tenderer must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Tender.

Lowest bid not necessarily accepted.

9. CONTRACT

The signing of this Tender for and on behalf of the Township shall constitute a binding contract between the Township and the Tenderer signing below.

Receipt of the goods, materials, equipment, work or service shall not waive any of the terms and conditions hereof. Defective goods, materials or equipment will be returned at the supplier's risk and expense.

Failure to deliver and/or complete within the times set out within this document, shall entitle the Township to cancel this Tender without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

Time is to be of the essence of this Tender.

10. NO ALTERATIONS/VARIATIONS

No alterations or variations of the terms of the Tender shall be valid or binding upon the Township unless authorized in writing by the Township authorized agent or his/her designate.

11. NO ASSIGNMENT

It is mutually agreed and understood that the Tenderer shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract to any other person, firms, company or corporation without the previous written consent of the Township.

12. NOTICE TO TENDERER

Any notice in writing to be given to the Tenderer in relation to any matter arising under the contract or in respect of the work to be done hereunder may be given by delivering same to the Tenderer, or the Tenderer's representative for the time being, or by mailing the same addressed to the Tenderer at such address as he/she may have specified. Notice may be given by prepaid registered mail to the last address known personally to the Treasurer and shall be deemed to have been received seventy-two (72) hours after sending by prepaid registered mail.

13. WORKPLACE SAFETY & INSURANCE BOARD (WSIB) & HEALTH & SAFETY

The Successful Tenderer must comply with the Township of Perry's Health and Safety Policies. The Township of Perry maintains that all Contractors and Sub-Contractors must adhere to the following health & safety practices;

- a) Demonstrate the establishment and maintenance of a health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation as well as Township of Perry health and safety policy and procedures.
- b) Are held accountable for their health and safety performance.
- c) Provide a WSIB clearance certificate or equivalent insurance. Tenderers shall submit, within ten (10) calendar days of receiving acceptance notice, proof of WSIB Coverage and a valid clearance certificate must be maintained for the duration of the contract and 90 days afterwards.
- d) Ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment required for the area.

14. NOTICE TO THE TOWNSHIP

Any notice given to the Township shall be in writing and delivered personally to the office of the Treasurer of the Township of Perry.

15. CONTRACT GUARANTEE

The Tenderer hereby agrees on acceptance:

- (a) To perform this contract in accordance with the terms hereof;
- (b) To save the Township, its agents or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Tenderer is not the patentee, assignee or licensee;
- (c) To guarantee the work for a period of one (1) year unless otherwise specified herein, such guarantee to be against defective material or workmanship and to make good any consequential damage as a result of such damage or defect or repairs;
- (d) To furnish adequate protection from damage for all work, to repair damage of any kind,

for which he/she or his/her workmen are responsible, to the premises or equipment, to his/her own work or the work of other persons;

- (e) To pay at his/her own expense for all permits, licenses and fees and to comply with all By-Laws and regulations of the Township and other lawfully constituted authorities and with all relevant statutes or regulations.
- (f) To 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. Coverage shall be at least two-million (\$2,000,000) dollars per incident and that the Township of Perry be a named insured. **Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the Tender deposit.**

16. DELIVERY

Delivery must be made as ordered and in accordance with the Tender. If no delivery instructions appear in the Tender, the Tender will be interpreted to mean prompt delivery. The burden of proof of delay in receipt of an order shall rest with the Tenderer.

Where materials are furnished for a specified price per unit of weight, the Township reserves the right to require such materials to be weighed on scales designated by it, at shipper's expense, in which case payment shall be made on the basis of the new weight of the materials furnished.

17. INSPECTION

The inspection of all commodities and the making of chemistry and physical tests to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Township.

Any item which fails in any way to meet the terms on the contract is subject to rejection or to be paid to an adjusted price basis. The decision of the Township to reject or to pay on an adjusted price basis, shall be final.

18. RISK

The work shall remain at the risk of the Tenderer until delivery of the work covered by this Tender.

19. DEPOSIT

Tenderers shall attach to each Tender submitted a certified cheque or bank draft in the amount of ten (10%) per cent of the total Tender, payable to the Township.

The Tender deposit of the successful Tenderer shall be retained by the Township until the contract has been completed to the satisfaction of the Township. At that time, the Treasurer will be authorized to return the contractor's deposit cheque. If the contractor fails to satisfactorily complete the work, his/her cheque shall be retained by the Treasurer as damages.

The successful Tenderer may file with the Township, a completed Performance Bond. The Bond shall be signed and sealed by a recognized bonding company, in the amount of one hundred (100%) per cent of the total estimated Tender. Upon receipt of such a bond, the Township will return the Contractor's Tender deposit cheque.

Tender deposit cheque will be returned to the unsuccessful Tenderer not later than fifteen (15) days after the award of the contract.

If, in the opinion of the Township, the contractor refuses or neglects to perform the work required under this specification in an orderly manner without delay, the Township may cancel the contract and demand forfeiture of the monies represented by the deposit cheque and the Township, may make such other arrangements for the continuation of the contract as may be deemed advisable and in the best interest of the Township. Upon such cancellation of the contract, the contractor shall be entitled to payment for that portion of the work which, in the opinion of the Township, he/she has completed on the day of cancellation.

20. EXECUTION OF CONTRACT

Failure to execute the contract in a competent manner shall result in the Tenderer's disqualification from Tendering on the Township's contracts for a period of three (3) years.

21. MATERIALS

All materials required by the contractor in carrying out the terms of this contract shall be supplied at his/her expense.

22. FAILURE TO DELIVER OR REJECTION

Failure of a Tenderer to deliver within the time specified or within reasonable time as interpreted by the Township or failure to make replacements of rejected commodities when so requested, will constitute authority for the Township to purchase in the open market to replace the commodities rejected or not delivered. The Township reserves the right to authorize immediate purchases in the open market against rejection on any contract when necessary. On all such purchases, the Tenderer agrees to promptly reimburse the Township for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Township reserves the right to use or consume commodities which are sub-standard in quality, subject to adjustment in price to be determined by the Township.

When commodities are rejected, same must be removed by the Tenderer from the premises of the Township within five (5) days after notification unless public health and safety required immediate destruction or other disposal of such rejected delivery in which case, the Township may take such action as it deems necessary. Rejected items left longer than five (5) days will be considered as abandoned and the Township shall have the right to dispose of them as its own property.

The Township reserves the right to make the Tenderer ineligible to submit Tenders to the Township for an indeterminate period for failure to accept a contract or for unsatisfactory

performance of a contract.

23. PAYMENT

No money shall become due or be payable under this contract unless and until a certificate thereof shall have been signed by the authorized Township agent or its designate. Each payment shall be subject to the holdback provision in section 24. Once a signed payment certificate has been provided to the treasurer payment will be made within 30 days of receipt.

Where there is a question of non-performance involved, payment in whole or in part will be withheld.

24. HOLDBACK

A holdback in the amount of ten (10%) per cent of the total Tender shall be enforced for a period of forty-five (45) days after completion date of the work.

In addition to the normal ten (10%) per cent holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

The contractor shall submit a request for holdback at the end of the 45-day period and must provide a copy of a payment certificate proving payment in full to any and all subcontractors utilized to complete the work.

Holdback less any amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the Township that the contract is "complete".

25. PENALTY FOR LATE COMPLETION

Where the Tender is forecasted to be complete after the agreed to completion date through no fault of the Township of Perry, the following penalties will be assigned to the Tenderer:

Contracts <\$100,000 = \$200 per day
>\$100,000 = \$500 per day

The penalty clause shall be applied commencing the first day after the stated completion date. The Township shall have the right to seek an alternate Contractor after giving written notice to the initial Contractor.

26. QUANTITIES

Where quantities are set out in the Schedule of Unit Prices which forms part of the contract documents, it is pointed out that these quantities are approximate only and are given as a basis for comparing Tenders only.

Payment will be based on the final quantities used.

In the case of an error in extending the unit price, the unit price shall be used to determine the corrected Tender price. The prices Tendered by the Tenderer shall include all costs incurred

as a result of carrying out the work.

27. CANCELLATION OR DELETION

The Township reserves the right to reject any or all Tenders and the lowest or the highest, as the case may be, will not necessarily be accepted.

The Township reserves the right to cancel or delete any portion of the work outlined and the Tenderer agrees to such cancellation or deletion without claim whatsoever because of such cancellation or deletion.

The Township in its uncontrolled and unfettered discretion, may declare a specific work not within the intent of this contract because of scope or quantity and reserves the right to call and let a separate Tender for a similar work covered hereby and the Tenderer acknowledges such right and waives any claim for the Township exercise thereof in good faith.

In the event that this Tender is not submitted to Council, notwithstanding the acceptance of a Tender or the awarding of the contract by the Township, the contract shall not become effective and shall not be binding upon the Township until a written contract embodying the instructions, specifications, terms and conditions set out in the Tender documents and the accepted Tender of the successful Tenderer, has been signed by the authorized agents of the Township.

In the event that this Tender is submitted to Council, notwithstanding the passage by Council and any By-Law or Resolution accepting a Tender or awarding the contract, the contract shall not become effective and shall not be binding on the Township until any conditions precedent set out in the said By-Law or Resolution accepting the Tender or awarding the contract concerned, have been complied with and until a Resolution authorizing execution of a written contract by the authorized agents of the Township has been passed by Council and the written contract executed by the Mayor and Clerk and the corporate seal affixed thereto.

In the event of strikes, accidents or unexpected events causing stoppage of work, the Township reserves the right to suspend the contract.

28. WITHDRAWAL OF OFFER

The Tenderer who has submitted an offer may request that his/her offer be withdrawn. The withdrawal shall be allowed if the request is made before the closing time for the receipt of offers. Withdrawal requests must be directed to the Treasurer by letter, e-mail or in person. Telephone requests will not be considered. When withdrawals are made in person, the Treasurer shall obtain a signed withdrawal form confirming the details of the withdrawal. Offers confirmed as withdrawn prior to being placed in the Tender box shall be returned unopened to the Tenderer. Withdrawal notices received after the offer has been deposited shall, together with the confirmation or withdrawal, be placed in the Tender Box. These Tenders will be dealt with at the opening of offers by announcing that the offer has been withdrawn. The Tender amounts in a withdrawn offer shall not be read.

The withdrawal of an offer does not disqualify a Tenderer from submitting another offer.

29. HOLD HARMLESS

The Tenderer upon acceptance hereby agrees:

To indemnify and keep indemnified and save harmless the Township and each of its officers, servants and agents from and against all actions, suits, claims, executions, and demands which may be brought against or made upon the Township, its officers, servants and agents, from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Township, its officers, servants and agents by reason of, or on account of, or in consequence of its acceptance of this Tender or of the performance thereof.

To pay the Township and to such officer, servant or agent thereof, on demand, any loss, costs, damages or expenses which may be paid, sustained or incurred by the Township or any of its officers, servants or agents in consequence of any such action, suit, claim, lien execution or demand, and any monies paid and payable by the Township or any of its officers, servants or agents, in settlement or in discharge or such payment all account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any monies paid or payable by the Township, its officers, servants or agents, and any monies payable by the Tenderer under any of the terms and conditions of this Tender may be deducted from any monies of the Tenderer remaining in the possession of the Municipal account of this or any other contract, or may be recovered from the Tenderer, the surety or sureties named in the bond hereto attached in any court of competent jurisdiction as monies paid at their request or under any letter of credit.

The Tenderer hereby authorizes and empowers the Township or its solicitor for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Township or its said solicitor may deem expedient and also hereby agrees to ratify and confirm all acts of the Township or its solicitor in that behalf, and to pay to the said settling, or compromising any such actions, suits, claims, liens, executions or demands as the Township may deem it expedient to defend, settle or compromise, and that in default of such payment, the same may be deducted from any monies payable by the Township to the Tenderer on any account whatever.

30. THE TENDERER DECLARES THAT:

- a) No person, other than the Tenderer has any interest in this Tender or in the contract proposed to be entered into.
- (b) This Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making a Tender for the same work, and is in all respects fair and without conclusion or fraud.
- (c) The several matters stated in the said Tender are in all respects true.
- (d) The Tenderer has carefully examined the locality and site of the proposed works, and offers to enter into a contract and to do all the work, on the terms and conditions set forth, and the schedule of prices hereto annexed, and the Tenderer also agrees that this Tender is to continue open to acceptance until this Tender is executed on behalf

of the Township. The Township may at any time without notice, accept this Tender whether any other Tender has been previously accepted or not, and the Tenderer hereby agrees that if the Tenderer withdraws this Tender before completion, the full amount of the Tender deposit shall be forfeited to the Township.

31. WARNING TO PERSONS SIGNING

- (a) If the Tenderer is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation stating the position held.
- (b) If the Tenderer is not a Corporation or a partnership, the Tenderer must sign in the presence of a witness who must also sign.
- (c) If the Tenderer is a partnership, each member of the partnership must sign in the presence of a witness who must also sign.
- (d) The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of the Contract, will be paid for and in respect of the works the sum of _____ dollars, and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

DATED AT _____ THIS _____ DAY OF _____, 20_____.

TENDERER SIGN HERE

(Title)

(Title)

THE CORPORATION OF THE
TOWNSHIP OF PERRY

PER

Norm Hofstetter, Mayor

PER

Beth Morton, Clerk/Administrator

SCHEDULE "A"

TO TENDER 2018-07

SCOPE OF WORK

Road Locations

Jay Ridge Road from Hwy 592 to the dead end
Clear Lake Road from Hwy 592 to the dead end
Purdie Road from Cherry Hill Road to the dead end
McSwell Harbour Road from Hwy 592 to the dead end

Total Tonnes 1,160

Granular "A" to be supplied and trucked by means of belly dumps, triaxle, tandem, pups, variations acceptable. Gravel spread on roads identified above. Tickets to be signed by Manager of Public Works or designate of Township of Perry after dumping. There will be three random trucks chosen to run over scales located on Savage Settlement Road. All costs associated related to these three trucks being hauled to and over scales shall be included in tendered rates.

All ticket quantities produced by contractor scale to be corrected to accuracy of these three trucks scaled by Township.

Note: Turnarounds to be verified by contractor.

Please specify the quantity and type of equipment to be employed.
Equipment price to include competent and efficient operator and all applicable taxes. Equipment to arrive in good repair. Township shall not pay for down time on equipment.

Grader to be supplied by Township of Perry.

All work to be completed by October 05, 2018

**SCHEDULE "B"
TO TENDER**

Work Location: Area will be marked by stakes on road ways to receive gravel.

**SCHEDULE "C"
TO TENDER**

PLANS AND SPECIFICATIONS

- Any given day there must be a minimum of 4 trucks hauling.
- Suitable Loader with scales producing a weigh ticket after each load is loaded. Loader to be provided in good working condition with competent worker.
- All trucks must comply to speed limits and all regulatory signs. Contract may be cancelled if each truck does not comply to speed limits and all regulatory sign. Safety of the travelling public must be maintained at all times. Close calls or unsafe events to be reported to Manager of Public Works or designate and may result in loss of contract.
- Haul roads may be viewed by contacting Manager of Public Works at 705-636-5941
- Gravel may be hauled on a combination of Hwy and Rural Roads
- All work to be completed by October 05, 2018.
- Required notice; two weeks prior to beginning work.
- Work must be organized in combination with Township of Perry grader.
- All equipment must be equipped with operational audible back up alarms
- Working hours shall not begin prior to 6am and shall not exceed 5pm

SCHEDULE "D"

CONTRACTOR TENDER SUBMISSION FORM

Tender Number: 2018-07

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 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.

It is agreed that the Tender quantities are estimated only and may be increased or decreased by the Township without alteration of the Tender price. However, such increases or decreases shall not exceed twenty (20%) per cent.

It is also agreed that, upon acceptance in writing by the Township, the Tender document needs to be signed and becomes the "Agreement for the performance of the Work" between the Contractor and the Township.

This offer shall be irrevocable for a period of ninety (90) calendar days following the date of Tender opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by October 05, 2018. **Penalty clause as outlined in section 25 will be enforced if the work completion deadline is not met.**

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

Address: _____

Signature of Person Signing for Firm: _____

Date: _____

Office of Person Signing for Firm: _____

Witness: _____

Total Tender: \$ _____

SCHEDULE "D"

To Tender Number: 2018-07

Tender Pricing

Item #	Location	Unit	Quantity	Unit Price	Extended Price
1	Jay Ridge Road	tonne			
2	Clear Lake Road	tonne			
3	Purdie Road	tonne			
4	McSwell Harbour Road	tonne			
				Subtotal	
				HST	
				Total Tender	

Equipment to be Used	Details	Quantity

Label Sheet: Attach This Label Sheet to the Front of Your Tender Envelope/Package Submission

Tender

To be Returned to:

**Township of Perry
Attn: Kim Seguin Treasurer
P.O. Box 70 1695 Emsdale Road
Emsdale, ON, POA 1J0**

**Tender 2018-07
Tender to Supply and Place A Gravel**

Tender Closing at: 3:00 p.m., Wednesday June 13, 2018

Bidders' Name: _____

Address (including Postal Code): _____

**For Township Use Only:
Date and Time Received:**

Note: This address label/sheet must be affixed to the front of your sealed Tender envelope or package submission. The Township of Perry will not be held responsible for envelopes or packages that are not labeled.