THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
Gravel Tender 2021-RG-1, (Supply, Haul, Place)

SEALED TENDERS WILL BE RECEIVED BY:	Deborah Tonelli Clerk/Administrator P.O. Box 460, 7 Bridge Street IRON BRIDGE, Ontario POR IHO ENVELOPE TO BE CLEARLY MARKED "GRAVEL TENDER 2021-RG-1"
TENDER CLOSING:	Monday, **July 5, 2021 4:00 p.m.**
TENDER OPENING:	Monday, July 5, 2021 4:10 p.m. Via Electronic Zoom Meeting
WORK TO COMMENCE:	On or about July 12, 2021
WORK TO BE COMPLETED:	July 30, 2021
TENDER FOR:	1. To **supply, haul and place** 2,000 cu. yds. of 5/8" Type "M" Gravel on various roads in Ward 1. 2. To **supply, haul and place** 2,000 cu. yds. of 5/8" Type "M" Gravel on various roads in Ward 2. 3. To **supply, haul and place** 1,000 cu. yds. of 5/8" Type "M" Gravel on various roads in Ward 4.

The gravel must be placed in a manner that grading shall not be required at the time of delivery.

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
Gravel Tender 2021-RG-1, (Supply, Haul, Place)

DESCRIPTION OF THE WORK

1. Council of the Municipality of Huron Shores invites tenders to **supply, haul and place** approximately 5,000 cu. yds. 5/8" Granular M, as per Ontario Provincial Standards Specifications, on various municipal roads in Wards 1, 2 and 4.

SPECIAL PROVISIONS

1. The successful contractor shall be responsible for all signage required to complete the contract (i.e.) construction/men working etc.

2. The gravel is to be spread with such equipment so that the material is spread in a uniform thickness to be approved by the Public Works Superintendent. If such method of spreading does not meet with the Public Works Superintendent's approval, the Municipality reserves the right to charge any costs accrued to the Municipality back to the contractor, to spread the material to an acceptable standard.

BASIS OF PAYMENT

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.

ADMINISTRATION ARRANGEMENTS

1. Sealed tenders will be received at the Corporation of the Municipality of Huron Shores, 7 Bridge St., P.O. Box 460, Iron Bridge, Ontario POR IHO, until 4:00 p.m., Monday, July 5, 2021, and shall be opened at 4:10 p.m. that day, electronically by way of a virtual zoom session, for consideration.

2. Tenders received after the closing date and time shall not be accepted.

3. All queries regarding the work and services required under this project should be directed to:

Harry Hadikin
Public Works Superintendent
Municipality of Huron Shores
P.O. Box 460, 7 Bridge Street
Iron Bridge, Ontario, P0R 1H0,
Phone: (705) 843-2033 (Office)
(705) 542-6053 (Cell)

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
Gravel Tender 2021-RG-1, (Supply, Haul, Place)

TERMS OF THE CONTRACT

1. Once awarded, the contract shall commence on or about July 12, 2021 and shall be completed on or before July 30, 2021.

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified.

1. Tenders must be legible print, in ink.

2. Tenders must be received by the Municipality by the closing date and time.

3. Tenders must be on the form provided by the Municipality.

4. Tenders must be signed by an authorized official of the bidding organization with corporate seal affixed.

5. Tenders must not be qualified or conditional in any way.

6. All blank lines on the Tender Submission Form shall be completed and include **all** costs.

REJECTION OF AWARD

1. Bidders are informed that the Municipality 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 Municipality 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 Municipality.

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 to submit to the Municipality a total invoice for the amount of the tender, at the end of the contract. Within three weeks of receiving the invoice, the Municipality agrees to pay the contractor 90% of the amount of the tender. Within 30 days of the date of acceptance of the **completed contract**, the remaining 10% shall be released to the contractor.

GENERAL CONDITIONS (CONTINUED)

3. Public Works Superintendent shall mean the individual appointed to said position, or any such other person, partnership or corporation as may be authorized by Council to act on its behalf in any particular capacity.

4. 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, by the contractor's vehicles or other equipment whether licensed or unlicensed, the contractor shall, on the direction of the Public Works Superintendent and at the contractor's 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 Public Works Superintendent.

5. 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.

6. The bid must show the unit price, with the total for each section of the tender including all applicable taxes, as well as the total all inclusive bid price including all applicable taxes.

7. Conditional bids shall not be accepted.

8. 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.

9. Erasures, overwriting or strikeouts must be initialed by the person signing on behalf of the organization submitting a bid.

10. Prices are open for acceptance by the Municipality for thirty (30) calendar days from the tender closing date.

11. The Municipality 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 Municipality 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.

GENERAL CONDITIONS (CONTINUED)

14. The contractor shall take out and keep in force until the date of acceptance of the entire work by the Municipality, a *comprehensive policy of public liability and property damage insurance* acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least $2,000,000.00 against loss or damage resulting from bodily injury or death of, one or more persons and loss of damage to property and such policy shall name the Municipality as an additional insured thereunder and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any action or omission on the part of the 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 Municipality, naming the Municipality as an additional insured, **prior to commencement** of work under the contract.

15. The successful bidder shall deliver proof of *Workplace Safety Insurance Board* coverage by means of a Certificate of Clearance **prior to commencement** of work under the contract.

16. The successful bidder shall have Health and Safety Policies and Practices in place.

17. Where the contractor is of the opinion that any of the work or services ought to be expanded, curtailed, reduced or modified, the contractor agrees to immediately advise the Municipality accordingly in writing and to obtain the prior written permission of the Municipality to make any such variation.

18. The contractor agrees to protect, indemnify, keep indemnified and save harmless the Municipality and its officers, servants and agents from and against all claims, demands, costs, 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. Materials supplied for this Tender are subject to *Ontario Provincial Standards for Roads and Public Works – Specifications for Material*, and field performance.

19. It shall be the Bidder's responsibility to analyze gradation and to provide to the Municipality, upon request, the Sieve Analysis Graph and Sieve Analysis Test Report for Granular "M" Material, for each aggregate pit utilized that supplies material to fulfill this tender.

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
Gravel Tender 2021-RG-1, (Supply, Haul, Place)

TENDER FOR CONTRACT - TENDER SUBMISSION FORM

Gravel Tender Contract #2021-RG-1 (Supply, Haul, Place)

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 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 Municipality without alteration of the tender price.

I / WE (contractor) agree to commence work on or about the Monday, July 12, 2021 and to diligently perform the work continuously without undue delay and further commit to complete the work by Friday, July 30, 2021.

I / WE (contractor) hereby submit the following bid prices:

1. 2,000 cu. yds. – 5/8" Granular Type "M" - Various Roads Ward 1

@ _____/ cu.yd. = $ _____
+ H.S.T. @ ___% $ _____
Total $_____

2. 2,000 cu. yds. – 5/8" Granular Type "M" - Various Roads Ward 2

@ _____/ cu.yd. = $_____
+ H.S.T. @ ___% $ _____
Total $_____

3. 1,000 cu. yds. – 5/8" Granular Type "M" - Various Roads Ward 4

@ _____/ cu.yd. = $ _____
+ H.S.T. @ ___% $ _____
Total $_____

TOTAL ALL INCLUSIVE BID PRICE
INCLUDING ALL APPLICABLE TAXES **$** _____

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
Gravel Tender 2021-RG-1, (Supply, Haul, Place)

TENDER FOR CONTRACT - TENDER SUBMISSION FORM (Continued)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

CONTACT NAME:

_____
(Print)

TITLE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

_____
(Signature) I have the authority to bind the Corporation.

DATE:

_____