



**THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN**

**SEALED TENDER FOR  
CRUSHED ROCK & GRANULAR (QUARRIED)  
3-YEAR CONTRACT**

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**No. PWT2021-06**

**CLOSING AT 3:00 P.M., Wednesday April 7th, 2021**

Received at the:  
Champlain Township Administrative Office  
Public Works Department  
948 Pleasant Corner Road East  
Vankleek Hill ON K0B 1R0

## PART 1: GENERAL TERMS AND CONDITIONS

### 1. INVITATION

- a) The Township of Champlain is inviting Bids from qualified Contractors to provide goods and services with respect to the Work as described herein.
- b) All terms and conditions as per the Township's Procurement Policy (By-Law 2019-57) applies to this Bid Request and any resulting Contract. For reference, the procurement policy is available by contacting the Public Works Department Office at 613-678-2125 ext. 225.

### 2. DEFINITIONS

- a) In submitting a response to this Bid request, all Bidders specifically acknowledge having reviewed the definitions of all defined terms in the Township's Procurement Policy and the terms defined herein.
- b) Wherever the word "Corporation", "Authority", "Owner(s)" or "Township" appears in this Contract, it shall be interpreted as meaning the "Corporation of the Township of Champlain" or any participating municipalities under this Tender, or their designates.
- c) "Work" means any activity to accomplish the Services or to supply the Supplies as specified on the Bid Request document.
- d) "Contractor" shall be interpreted as the awarded bidder.
- e) Any reference in the Contract documents to Department of Highways, Ontario (D.H.O.) or Department of Transport (D.O.T.) or Department of Transportation and Communications (D.T.C.) or Ministry of Transportation and Communications (M.T.C.) shall be interpreted to refer to the Ministry of Transportation of Ontario.

### 3. QUERIES/ADDENDA

- a) All queries regarding all aspects of this Tender shall be addressed to the **Contracting Authority** shown below;

James McMahon  
Director of Public Works  
The Corporation of Champlain Township  
948 Pleasant Corner Road East, Vankleek Hill ON K0B 1R0  
Tel.: (613) 678-2125, ext. 225  
E-mail: [james.mcmahon@champlain.ca](mailto:james.mcmahon@champlain.ca)

- b) Inquiries must be received in writing (e-mail) no later than three (3) business days before date set for receipt of Bids in order to ensure adequate time remains to issue any required addenda. Addenda may be issued during the Bidding period and no later than 24 hours in advance of tender close. All addenda become part of the Tender documents.
- c) Respondents are advised that all communications with the Township of Champlain related to this Tender during the Bidding process must be made directly and only with the Contracting Authority.

- d) The Contracting Authority shall only make official modifications to the Tender process, or to the actual “terms of reference” through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.
- e) No officer, agent or employee of the Township of Champlain is authorized to alter orally any of this Tender Document. If it becomes necessary to revise, delete, substitute, or add to any part of the Tender document, a written addendum shall be issued. The Bidder must acknowledge reception of any addendum on the Bid form of this Tender document.

#### **4. CONDITION OF SUBMISSION**

- a) The correct Tender Form as supplied by the Township and any other required supporting documentation, must be used and in the possession of the **Township of Champlain** before **3:00 p.m.**, of the Tender Closing Date indicated on Page 1 of the Tender Document. Tenders shall be submitted in a sealed envelope clearly marked as to contents. **(PLEASE USE LABEL AT END OF DOCUMENT.)**
- b) Sealed Tender envelope shall include all addenda issued by the Township of Champlain, each duly signed by the Bidder.
- c) **Tender FORMS 1 through 4** included in this Tender document must be signed, sealed, or witnessed and submitted with the Bid; otherwise, the Bid will be rejected.
- d) Tenders will be opened immediately following Tender closing, however not publicly due to COVID-19.
- e) Offers submitted after the above time shall be returned to Bidder unopened.
- f) Offers submitted by fax or email shall be rejected.
- g) The Tender must be legible, and all items must be bid with the unit prices for every item and other entries being fully clear. Tenders which are incomplete, unbalanced, conditional or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected as informal or void.
- h) The Bid must not be restricted by a statement added to the Tender Forms or a covering letter, or alterations to the Tender Form provided by the Township of Champlain.
- i) Adjustments by email or letter to a Tender already submitted will not be considered. A Bidder desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later Tender submission.
- j) Tenders must be submitted on the tender forms supplied and must be properly signed and witnessed or signed and sealed if the Bidder is a Corporation. If a joint Bid is submitted, it must be signed and witnessed on behalf of each of the Bidders and if the signing authority for each Bidder is vested in one individual, he shall sign separately on behalf of each Bidder.
- k) Bidders must satisfy themselves by personal examination of the site and by such other means,

as they may prefer, as to the actual conditions and requirements of the work.

- l) The estimate of quantities as shown in the Tender request shall be used as a basis of calculation upon which the award will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Township of Champlain. Therefore, the Township shall not be penalized if more or less than the estimated amount is used.
- m) Prices are to be in Canadian funds and are to be exclusive of HST, which is to be added and shown separately, as applicable, on the form supplied.

## **5. BID SUBMISSION**

- a) Bidders shall be solely responsible for delivery of their Bids in manner and time prescribed.
- b) Submit one copy of executed offer on the Bidding Forms provided, signed and with corporate seal together with required security.
- c) Apply provided label to a large envelope and insert the following obligatory documents:
  - i) Tender Form 1 – Bidder Information
  - ii) Tender Form 2 – Schedule of Prices Option A – Material Delivered by Contractor's Trucks
  - iii) Tender Form 2 – Schedule of Prices Option B – Material Pick-Up by Champlain Trucks
  - iv) Tender Form 3 – Letter of Intent
  - v) Tender Form 4 – Statement by Bidder
  - vi) Certified Cheque (Bid Deposit)
  - vii) Certificate of Insurance
  - viii) WSIB Clearance Certificate (or provincial equivalent)
- d) Improperly completed information and missing documents mentioned above may at discretion of Owner, be declared informal.
- e) The Township of Champlain reserves the right to abandon, change or include all or any part of the work locations. Due to budget changes or restrictions, the Owner, or his Representative, without invalidating the Contract, may make changes by altering, adding to or deducting from the Work. In the case, of a reduction or alteration of the Work no compensation shall be made for profit or administrative fees to the Contractor.

## **6. EXAMINATION OF TENDER DOCUMENTS**

- a) Each Bidder must carefully examine the Tender Document before submitting their Bid and must satisfy themselves by personal review of all details that there is no confusing information or discrepancy that could lead to future claims. At any time after submission of their Bid, the Bidder shall not claim that there was any misunderstanding of the interpretation of the Bid Request for the purpose of this Tender Document.

## **7. OFFER ACCEPTANCE OR REJECTION**

- a) The Bidder acknowledges that the Township shall have the right to reject any, or all, Tenders for

any reason, or to accept any Tender which the Township in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Tender will not necessarily be accepted, and the Owner shall have the unfettered right to:

- (i) Accept a non-compliant Tender;
  - (ii) Accept a Tender which is not the lowest Tender;
  - (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received;
- b) The award of this Contract is subject to the approval of the Corporation of the Township of Champlain. The Township reserves the right to reject the Tender of any Bidder who does not furnish evidence of sufficient capital, plant, and experience to successfully execute the Work in the specified time should such evidence be requested. The Township does not guarantee quantities and reserve the right to cancel any project due to budget restrictions.
- c) Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, fail to include security deposit, bonding or insurance requirements, irregularities of any kind, or if all items included on the Form of Tender are not bid, may at discretion of the Township, be declared informal.
- d) Bids completed in pencil will be rejected.
- e) Bids with Bidding forms and enclosures which are improperly prepared may at the discretion of Owner, be declared informal.
- f) More than one Bid submission from an individual firm, partnership, corporation or association under the same or different names shall not be considered. Collusion between Bidders shall be sufficient cause for rejection of all Bids so affected.
- g) This contract is **valid until April 30<sup>th</sup>, 2024**. The Owner reserves the right to terminate the contract or parts thereof for any reason, without penalty or obligations to the Corporation, upon provisions of ten (10) days written notice.
- h) **Subject to the satisfactory performance the contract may be extended for an additional 2-years by mutual agreement of both parties.** The Owner may extend the terms and conditions of this contract by written notice to the Supplier prior to the contract expiry date, which the Supplier may exercise the extension option. The preliminary notice does not commit the Corporation to an extension. If the Owner exercises this option, a new purchase order will be provided by the Supplier however the terms and conditions of the contract will govern by this document, including any addendum or negotiated changes.
- i) The Township reserves the right to consider, during the evaluation of Tenders;
- (i) information provided in the Tender document itself;
  - (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
  - (iii) information received in response to enquiries made by the Township of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, past working experience, and/or with the Township and other municipalities and capabilities of the Bidder;
  - (iv) the manner in which the Bidder provides services to others;

- (v) the experience and qualification of the Bidder's senior management, and project management;
  - (vi) the compliance of the Bidder with the Township requirements and specifications;
  - (vii) innovative approaches proposed by the Bidder in the Tender; and,
  - (viii) The Township policies relating to Tendering and issuing Contracts to third parties.
- j) The Bidder acknowledges that the Township may rely upon the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Tender, the Bidder acknowledges the Township rights under this Section and absolutely waives any right or cause of action against the Township and its consultants, by reason of the Township's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.
- i) Bids shall remain valid and open for acceptance by the Township for a period of ninety (90) calendar days, following the due date for receipt of Bids. After this time, the Bid may only be accepted with the consent of the Successful Bidder.
- j) This Bid request is subject to a formal Contract being prepared and executed between the Successful Bidder and the Township or a Purchase Order (PO) being provided by the Township. When the Successful Bidder receives a Purchase Order, a legally binding Contract is formed between the two parties and the terms and conditions of the Contract will govern by this Tender Document, unless specified otherwise in the Purchase Order.
- k) All Bidders are permitted to submit prices for different quarry locations. More than one Bid submission for the same quarry location from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Bidders will be sufficient cause for rejection of all Bids so affected.
- l) The Corporation of the Township of Champlain reserves the right to award the Contract to only one Contractor or to award the Contract to various Contractors, by option A or B.
- m) This Request for Tender follows all terms and conditions as per The Corporation Procurement Policy. For reference, the procurement policy is available by contacting the Public Works Department at (613) 678-2125, ext. 225.

## 8. SECURITY DEPOSIT

- a) The Tender must be accompanied by a certified cheque made payable to the Township of Champlain equal to or greater than ten (10) percent of the total bid (exclusive of taxes).

**Both options must be completed and filled with the Tender.** The Tender deposit must be calculated by using Part 1 and Part 2 of Option A (subtotal of items 1-8, plus subtotal of items 9-10), both options must be completed and filled with the Tender.

The certified cheque of the successful bidder(s) will be retained by the Corporation of the Township of Champlain for the duration of the 3-year contract.

- b) The certified cheque of the unsuccessful bidder(s) will be returned within seven (7) days from the date that the Contract is awarded.

- c) **The Township of Champlain will not accept a Bid Bond.** Submission of a Bid Bond will disqualify the Tender.
- d) The Township does not pay any interest on any Bid Deposits. The Township is authorized to cash and deposit any Bid Deposits in its possession that is forfeited as a result of non-compliance with any of the terms, conditions and or specifications of a Bid.

## **9. NOTICES**

- a) All notices or other communications required or to be given under the Agreement shall be given in writing and delivered personally or by nationally recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address set forth in the Agreement. Notice shall be deemed given on the date of delivery in the case of personal delivery, on the date of delivery or refusal of delivery in the case of delivery by overnight courier, or on the delivery or refusal date as specified on the return receipt in the case of certified mail.

## **10. TENDERER ABILITY AND EXPERIENCE**

- a) No Tender shall be considered from any Bidder who is not known to be skilled and regularly engaged in Work of a character similar to that covered by Drawings and Specifications. Past Working experience with the Township (Owners) and other municipalities shall be taken into consideration. In order to aid the Township in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Township to do so, furnish evidence satisfactory to the Township as to the Bidder's experience and familiarity with Work of character specified and his financial ability to execute properly the proposed Work to completion within specified time.

## **11. PAYMENTS TO CONTRACTORS**

- a) The Owner will make payments to the Contractor as follows:
  - i. An itemized invoice must be sent to the Township on a weekly basis and the Contractor will be paid 30 days after invoice is received.
  - ii. Harmonized sales tax (HST) must be shown separately on all invoices.
  - iii. Should spread material not meet specifications following on site testing and material is considered to be unsatisfactory at the discretion of the Owner. The Owner may decide to not consider the Bidder and/or the specific quarry for future and upcoming request for granular supplies.

## **12. LIQUIDATED DAMAGES**

- a) It shall be agreed by the parties to a Contract, in addition to the third-party liabilities set out herein, that in the case the materials, equipment and necessary personnel is not available to proceed with the granular operations as requested, or if available, the Contractor's employees refuses or delays in proceeding with the granular operations as directed by the Director of Public Works, damages will be sustained by the Corporation of the Township of Champlain. Since it will be impractical to ascertain and determine the actual damage which The Corporation of the Township of Champlain will sustain in the event or any be reason of such delay or such failure of the equipment or personnel to be ready to perform the said granular operations, the parties shall

agree that the Contractor will be required to pay The Corporation of the Township of Champlain liquidated damages in the following amounts:

- i. \$150.00 per hour, for the first hour or fraction thereof, after the 30 minutes notification has been given by the Director of Public Works and then \$250.00 per hour for each additional hour or fraction thereof. This charge will continue until **the Contractor's equipment and personnel commences or resumes its work according to the requirements of this tender document.**

**AND/OR**

- ii. The Township reserves the right to hire outside Contractors to haul the materials required to proceed with the granular operations until **the Contractor's equipment and personnel commences or resumes its work according to the requirements of this tender document.**

### **13. PROTECTION – CONTRACTOR LIABILITY**

- a) In the event that the Tender is accepted within the time provided and the Bidder's failure to fulfil any of the requirements stipulated herein, or, in the event of any purported withdrawal of the Tender within the time limit set forth, the damages sustained by the Corporation as a result of the Bidder's default, shall be assessed as being the difference between the amount of this Tender and the estimated cost to the Corporation of having the work done and materials supplied by any other means the Corporation judges appropriate.
- b) The Contractor shall take over and assume entire responsibility for the premises in so far as they may be affected by the scope of the Contract, maintain all existing protection, and provide and maintain all additional protection necessary or as may be required by governing laws, rules, regulations and ordinances. All such protection shall be removed from the premises when directed.
- c) The Contractor shall indemnify and save harmless, the Township from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Township, its employees, officers, or agents may suffer as the result of the negligence of the Contractor, their employees, officers or agents in the performance of the Contract.
- d) The Contractor shall be responsible for any loss or damages caused by them or their workers to the property of the Township and shall make good any loss, damage or injury arising from the work or its execution, without cost to the Township.
- e) The Contractor shall be responsible for all damages caused by themselves or their employees, agents or any works or persons employed by them, or under their control, or arising from the prosecution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used there on or therein, or which may happen by reason of their failure of the failure of those for whom the Contractor is responsible, to do or perform any or all or the several acts or things required to be done by them under the contract, and agrees to hold harmless from any such claims by third parties, including any legal costs incurred by the Township in connection therewith on a solicitor/client basis.
- f) The Contractor shall provide and maintain all legal or necessary guards, railings, lights or warning signs and take all necessary precautions during the execution of the Work to protect fully all



persons from loss, damage or injury to their property, and will be held responsible for any loss, damage or injury, which may occur through the neglect, carelessness or incompetence of the Contractor or their employees.

- g) When the whole or part of the Work is suspended for any reason, the Contractor shall properly cover over, secure and protect such of their work as may be liable to damage or sustain injury from any cause.

## **14. LIABILITY INSURANCE**

- a) Notwithstanding the provisions of this Contract and in addition hereto, the Contractor shall provide and maintain at their own expense a policy of insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire period of the Contract.
- b) **The Tender submission shall include a certificate of insurance to produce evidence satisfactory to the Township. The policy must contain:**

### **Contractor's Pollution Liability**

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

### **Contractor's Equipment Floater**

The contractor shall provide and maintain coverage on all equipment used during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools, and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. Coverage is to be carried from the date of commencement of the work until one year after the date of Substantial Performance of the Work.

### **Commercial General Liability Insurance**

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000, within any policy year with respect to completed operations. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

1. Name the Owner as an additional insured
2. Cross-liability and severability of interest
3. Blanket Contractual
4. Products and Completed Operations
5. Premises and Operations Liability
6. Personal Injury Liability
7. Contingent Employers Liability
8. Work performed on Behalf of the Named Insured by Sub-Contractors
9. Broad Form Property Damage
10. Firefighting Expenses
11. Attached Machinery
12. 30 days' notice of cancellation

To achieve the desired limits, umbrella or excess liability insurance may be used.

**Automobile Insurance**

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated, or leased by the Contractor.

A Certificate of Insurance must be posted 10 days before the work commences.

**Primary Coverage**

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

**Certificate of Insurance**

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

**Indemnification and Hold Harmless Clause**

The Supplier shall defend, indemnify and save harmless the Corporation of The Township of Champlain its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify, and save harmless The Corporation of the Township of Champlain from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

Such insurance shall add the Corporation of the Township of Champlain as Additional Insured with respect to the operations of the Contractor.

The above noted policies shall not be cancelled, altered, or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the change or cancellation.

## **15. THE OCCUPATIONAL HEALTH AND SAFETY ACT**

- a) The Township is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents, and others on our premises.
- b) The Contractor shall assume all responsibilities and obligations imposed upon the *Occupational Health and Safety Act*. In order to avoid any misunderstanding as to the nature of the Work to be performed herein, the Contractor, by executing this Contract, unequivocally acknowledges that they are the Constructor within the meaning of *The Occupational Health and Safety Act*, and amendments thereto.

## **16. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) AND WORKER RIGHTS**

- a) The Tender submission shall include a current and valid WSIB Clearance Certificate (or other Provincial equivalent) to the satisfaction of the Township and have its validity updated, as necessary.
- b) The Contractor shall ensure they retain WSIB coverage and are in good standing for the duration of the Contract. Prior to the release of any portion of the holdback, the Contractor shall provide to the Township of Champlain, a Clearance Certificate for the Workplace Safety and Insurance Board with the effective date following the completion of the Contract.
- c) The Contractor shall abide by the hours of Work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour and/or other appropriate legislation of the Province of Ontario, and/or the Government of Canada.
- d) The Contractor shall be responsible for and shall pay any dues and assessments payable under *The Workplace Safety & Insurance Act*, *The Unemployment Insurance Act* or any other *Act*, whether Provincial or Dominion in respect to all employees or operators. The Contractor shall, upon request, furnish the Corporation with satisfactory evidence that he has complied with the provisions of any such *Act*.

## **17. ASSIGNMENT OF SUB-CONTRACT**

- a) The whole or any part of the Contract arising from this Tender shall not be assigned or sub-contracted without the specific written consent of the Township, and, if provided, such sub-contract shall incorporate all of the terms, conditions and liabilities that can reasonably be applied to the prime contract. If the Contractor assigns or sub-contracts without the Township's prior written approval, the Township reserves the right to terminate the Agreement in its sole discretion, in which the conditions of this Agreement as defined in Sections 18 & 19, or any other applicable section herein, shall apply.

## **18. TERMINATION**

- a) The Township reserves the right to terminate the Agreement in its sole discretion at any time.
- b) In the event of default or failure of the Contractor to complete any of the requirements of this Agreement as stipulated herein or, in the event of any purported withdrawal of the Tender within

the time limit set forth the Township at its sole discretion, may terminate this Agreement by providing a written Notice of Termination for Cause and be relieved of any further obligation to make payments for Work performed after the termination date. Additionally, the Township shall not be responsible for any additional fees, costs or expenses incurred by the Contractor in connection with its efforts to cure any such termination. In the event of any such termination, the cost incurred by the Township to take over and complete the Work on its own behalf, over and above the payments that would have been made to the Contractor to complete the Work had there been no termination for cause, shall be deducted from any sums due to the Contractor under the Agreement, and the balance, if any, shall be paid to the Township by the Contractor upon demand.

- c) In cases of repeated or persistent faulty work or performance on the part of the Contractor, and in cases where the Contractor becomes insolvent, is declared bankrupt or commits an act of bankruptcy, the Township may, by notice in writing, terminate the contract (or parts thereof) on such day as they may set in the notice.

## **19. THIRD PARTY CLAIMS**

- a) The Township shall have the right to retain, out of any monies payable by the Township to the Contractor under this Contract, the total amount outstanding from time to time of all damage claims by third parties arising out of this Contract which have not been settled by the Contractor or their insurers. For the purpose of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from him or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.

## **20. GOVERNMENTAL REQUIREMENTS**

- a) The Successful Bidder shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations and By-Laws, which in any way pertain to the Work outlined in the Tender Document or to the Employees of the Successful Bidder.

## **21. THE AGGREGATE RESOURCES ACT**

- a) *The Aggregate Resources Act*, Chapter A.8, RSO 1990 including amendments and regulations thereto with respect to rehabilitation shall be complied with.

# **PART 2: SCOPE OF THE WORK**

## **1. SCOPE OF WORK & SPECIFICATIONS**

- a) Supply Crushed Rock & Granular as per Tender document. This work shall consist of the supply of all labour, equipment, and materials to supply granular materials on the roads within the Township of Champlain. The material will be delivered and spread by belly dumps or dump trailers for bulk dumping approved by the Director of Public Works or designate.

- b) **Contractor shall supply a minimum of 6 tri-axle trucks and pups (+/- 38/MT each) or the equivalent in belly dump trailers on each scheduled workday** to ensure sufficient supply of the required materials, unless otherwise specified by the Director of Public works or designate. If the Contractor fails to supply the minimum number of trucks, the Township shall reserve the right to enforce Section 12 (Liquidated Damages) or any other relevant section of this Tender.
- c) Contractors must load the Township of Champlain's trucks or hired trucks promptly upon arrival at quarry.
- d) Haul distances using current MTO minimum haul rates will be used to compare Bids from alternate sources. Distances within 50 km/hr speed zones will be doubled to compensate for loss of time due to delays, etc.
- e) It is proposed to haul rock to the locations shown with the Contractor's trucks or hired trucks if Contractor cannot supply.
- f) When the total cost is identical between more than one Contractor, the award of the Contract will be given to the Contractor that has the closest quarry to the centre of the work site (identified by the Township).

## **2. STANDARDS**

- a. All material shall be according to the latest version of the Ontario Provincial Standard Specifications (OPSS).
- b. The gradation requirements for Granular "A" are modified as follows:
  - i. 100% of material supplied must pass 22.4 mm sieve.
- c. The gradation requirements for the <106 mm material are as follows:
  - i. Material supplied to be full output from crushing operation - 100% of material must pass a <106 mm sieve. Percent passing 75 mm sieve 0-8 (10%). Material must be well graded and readily able to be compacted. If not, blending material must be supplied and blended by Contractor.
- d. All natural material must be produced in a limestone quarry.
- e. All material shall be produced and stockpiled as per the latest version of OPSS 1001 and OPSS.MUNI 1010.
- f. Should spread material not meet specifications following on site testing, suppliers will be charged the testing fees and all removal and reinstatement fees (including asphalt removal and reinstatement if portion of road is paved). Unsatisfactory granular shall not be paid for.

Tender No: PWT2021-06

Description: Sealed Tender for Crushed Rock & Granular (Quarried) 3-year Contract

Issue Date: March 8<sup>th</sup>, 2021

### PART 3: TENDER FORMS

#### **BIDDER INFORMATION - FORM 1**

**Tender No:** PWT2021-06

**Description:** Tender for Crushed Rock & Granular (Quarried) – 3 Year Contract

**Date Issued:** March 8<sup>th</sup>, 2021

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**FAX #:** \_\_\_\_\_

**WSIB #:** \_\_\_\_\_

We, the undersigned, agree (*upon acceptance by the Township of Champlain*) to fulfill the contract requirements in accordance with Tender document PWT2021-06, Tender for Crushed Rock & Granular (Quarried) – 3 Year Contract.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
**NAME (print)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**WITNESS (print)**

\_\_\_\_\_  
**SIGNATURE**

(*AFFIX SEAL HERE*) **COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Tender No: PWT2021-06

Description: Sealed Tender for Crushed Rock & Granular (Quarried) 3-year Contract

Issue Date: March 8<sup>th</sup>, 2021

**SCHEDULE OF PRICES OPTION A - FORM 2**

Tender No: PWT2021-06

Description: Tender for Crushed Rock & Granular (Quarried) – 3 Year Contract

Date Issued: March 8<sup>th</sup>, 2021

**PART 1 of OPTION A – MATERIAL DELIVERED**

**OPTION A - MATERIAL DELIVERED** by Contractor's Trucks

Note: Not all jobs and areas that material will be delivered to, will be able to haul with pup trailers.

ITEM No.	DESCRIPTION	UNIT	QUANTITY	\$/MT	TOTAL
1	Granular "A" (7/8) C.R.	MT	+/- 6000		
2	Granular "M" (5/8") C.R.	MT	+/- 14 000		
3	Granular "B" (2" minus) C.R. Type 2	MT	+/- 5000		
4	Granular "B" (4" minus) C.R. Type 2	MT	+/- 5000		
5	¼" Clear Chip	MT	+/- 500		
6	Clear Stone ¾" or 7/8" (Basement Filler)	MT	+/- 500		
7	Stone Dust	MT	+/- 1500		
8	Gabion Stone	MT	+/- 1200		
<b>SUB TOTAL</b>					
<b>HST (13%)</b>					
<b>TOTAL</b>					
TRANSPORTATION COST PER UNIT \$ _____/MT					

**PART 2 of OPTION A – MATERIAL DELIVERED**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	\$/MT	TOTAL
9	Sand	MT	+/- 500		
10	3/8" Chip	MT	+/- 200		
<b>SUB TOTAL</b>					
<b>HST (13%)</b>					
<b>TOTAL</b>					
TRANSPORTATION COST PER UNIT \$ _____/MT					

**Note:**

1. The Township reserves the right to hire outside contractors to haul the materials required to proceed with the granular operations until the **Contractor's equipment and personnel commences or resumes its work according to the requirements of this Tender document.** (See section 12 for details).
2. The Township reserves the right at any time to hire outside contractors to supplement hauling using belly dumps in order to meet granular operations.

Tender No: PWT2021-06

Description: Sealed Tender for Crushed Rock & Granular (Quarried) 3-year Contract

Issue Date: March 8<sup>th</sup>, 2021

**SCHEDULE OF PRICES OPTION B - FORM 2 continued**

Tender No: PWT2021-06

Description: Tender for Crushed Rock & Granular (Quarried) – 3 Year Contract

Date Issued: March 8<sup>th</sup>, 2021

**PART 1 of OPTION B – MATERIAL PICKED UP**

**OPTION B - MATERIAL PICKED UP** by Township Trucks

Note: The Township of Champlain will use their trucks to haul material from the quarry.

ITEM No.	DESCRIPTION	UNIT	QUANTITY	\$/MT	TOTAL
1	Granular "A" (7/8) C.R.	MT	+/- 6000		
2	Granular "M" (5/8") C.R.	MT	+/- 14 000		
3	Granular "B" (2" minus) C.R. Type 2	MT	+/- 5000		
4	Granular "B" (4" minus) C.R. Type 2	MT	+/- 5000		
5	¼" Clear Chip	MT	+/- 500		
6	Clear Stone ¾" or 7/8" (Basement Filler)	MT	+/- 500		
7	Stone Dust	MT	+/- 1500		
8	Gabion Stone	MT	+/- 1200		
<b>SUB TOTAL</b>					
<b>HST (13%)</b>					
<b>TOTAL</b>					

**PART 2 of OPTION B – MATERIAL PICKED UP**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	\$/MT	TOTAL
9	Sand	MT	+/- 500		
10	3/8" Chip	MT	+/- 200		
<b>SUB TOTAL</b>					
<b>HST (13%)</b>					
<b>TOTAL</b>					

**Note:**

1. The Township reserves the right to hire outside contractors to haul the materials required to proceed with the granular operations until **the Contractor's equipment and personnel commences or resumes its work according to the requirements of this Tender document.** (See section 12 for details).
2. The Township reserves the right at any time to hire outside contractors to supplement hauling using belly dumps in order to meet granular operations.



**Tender No: PWT2021-06**

**Description:** Sealed Tender for Crushed Rock & Granular (Quarried) 3-year Contract

**Issue Date:** March 8<sup>th</sup>, 2021

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**LETTER OF INTENT - FORM 3**

**Tender No:** PWT2021-06

**Description:** Tender for Crushed Rock & Granular (Quarried) – 3 Year Contract

**Date Issued:** March 8<sup>th</sup>, 2021

To the Mayor and Members of Municipal Council  
Corporation of the Township of Champlain

I/We, the undersigned, having carefully examined the scope of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions attached hereto, each and all of which forms part of this tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions hereto attached for the unit prices shown in the attached Schedule of Prices, which forms part of this tender.

Attached to this Tender is a Security Deposit for the sum of \$\_\_\_\_\_ which is in accordance with the tender requirements (10% of Bid price, not including Harmonized sales tax, HST) and is made payable to the Township of Champlain.

The Bidder agrees that if they withdraw this Tender before the Corporation of the Township of Champlain shall have considered the Tenders and awarded the Contract in respect thereof, at any time not later than thirty (30) days after the Tender closing date, the amount of the certified cheque referred to above shall be forfeited to the Corporation.

Yours truly,

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
**NAME OF BIDDER (print)**

\_\_\_\_\_  
**NAME OF WITNESS (print)**

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

\_\_\_\_\_  
**SIGNATURE OF WITNESS**

\_\_\_\_\_  
**POSITION OF PERSON SIGNING FOR FIRM**

**Tender No:** PWT2021-06

**Description:** Sealed Tender for Crushed Rock & Granular (Quarried) 3-year Contract

**Issue Date:** March 8<sup>th</sup>, 2021

**STATEMENT BY BIDDER - FORM 4**

**Tender No:** PWT2021-06

**Description:** Tender for Crushed Rock & Granular (Quarried) – 3 Year Contract

**Date Issued:** March 8<sup>th</sup>, 2021

**BID DOCUMENT NAME:** Sealed Tender for Crushed Rock & Granular (Quarried) 3-year Contract

**BID DOCUMENT #:** PWT2021-06

- 1) I/We have reviewed all terms and conditions of all forms included as part of this Bid package and in the Champlain Township's Procurement Policy (By-law no. 2019-57).
- 2) I/We have read and understand all terms and conditions of all forms included as part of the Bid package as well as in the Township's Procurement Policy (By-law no. 2019-57).
- 3) I/We understand that if our Bid is chosen, all requirements of the successful Bidder as outlined in this Tender Document as well as in the Township's Procurement Policy (By-law no. 2019-57) shall be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person and  
Corporate seal (if a Corporation)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature (if an individual – not a  
corporation)

## BID LABEL AND INSTRUCTIONS

✂ ✂	✂ ✂
<b>Compagnie/Company</b>  _____	<b>FERMETURE / CLOSING:</b>  mercredi le 7 avril, 2021 à 15 h WEDNESDAY, APRIL 7 <sup>th</sup> , 2021 at 3:00 P.M.
<b>SOUMISSION – NE PAS OUVRIR / TENDER – DO NOT OPEN</b>	
<b>Retourner à / Return to:</b>	Township of Champlain Administrative Office Public Works Department 948 Pleasant Corner Road East Vankleek Hill ON K0B 1R0
<b>Description: SEALED TENDER FOR CRUSHED ROCK &amp; GRANULAR (QUARRIED), 3-YEAR CONTRACT PWT2021-06 Service des travaux publics / Public Works Department</b>	
<b>CHECK LIST - Mandatory documents to be submitted:</b> <input type="checkbox"/> FORM 1 – BIDDER INFORMATION <input type="checkbox"/> FORM 2 – SCHEDULE OF PRICES OPTION A and OPTION B <input type="checkbox"/> FORM 3 – LETTER OF INTENT <input type="checkbox"/> FORM 4 - STATEMENT BY BIDDER <input type="checkbox"/> SECURITY DEPOSIT (BID DEPOSIT) <input type="checkbox"/> CERTIFICATE OF LIABILITY INSURANCE <input type="checkbox"/> WSIB CLEARANCE CERTIFICATE	
✂ ✂	✂ ✂

### INSTRUCTIONS:

The Bidder is to clearly identify its name and address on the reserved section titled "Compagnie /Company".

The Bidder is to affix this label in a visible manner on top of a SEALED package containing all the required documents.