



*Naturally Spirited*

THE CORPORATION OF THE  
TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS

CRUSHED GRAVEL GRANULAR 'A' 3/4"  
TENDER KHR – 01 - 2018

The Municipality of the Township of Killaloe, Hagarty and Richards is committed to integrating accessibility considerations into our procurement processes. We ask potential suppliers to tell us about the accessible options they offer. We include accessibility considerations in our evaluation.

## THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS

Tender Number: KHR – 01-2018  
Tender Closing Date: April 3, 2018  
Tender Closing Time: 4:30 P.M. Local Time  
Tender Opening Time: 7:00 P.M. Local Time  
  
Tender for: CRUSHED GRAVEL  
GRANULAR 'A' 3/4"  
  
Location: See Appendix 'A'

### **PART A Tendering Procedures**

1. All inquiries, concerning the tender, prior to tender closing, shall be directed to:

DEAN HOLLY – WORKS SUPERINTENDENT  
613-757-2300 OR 613-757-3023 CELL 613-401-9073

2. Notification of acceptance of tender will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The date of acceptance shall be deemed to be the date of receipt of the acceptance notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

### **PART B Tendering Requirements**

1. A certified cheque, made payable to the Township of Killaloe, Hagarty and Richards in the amount of 10% of the total tender must be submitted with the tender, for deposit purposes.

Deposit cheques of unsuccessful bidders will be returned within ten (10) calendar days of the tender opening. The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.

2. The successful bidder may file with the Municipality, a completed Performance Bond. The Bond shall be signed and sealed by a recognized bonding company, in the amount of

100% of the total estimated tender. Upon receipt of such a bond, the Municipality will return the Contractor's tender deposit cheque.

3. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the acceptance notice. Coverage shall be at least \$2,000,000 per accident in naming the Township of Killaloe, Hagarty and Richards as a third party insured. Failure to provide such proof may result in cancellation of the contract and forfeiture of the bid deposit.
4. The successful bidder shall also deliver proof on request of Workers Compensation Insurance coverage, within ten (10) calendar days of receiving the acceptance notice.

### **PART C Basis of Rejection**

Tenders not conforming to the following requirements will be disqualified:

- a) Tender must be legible, in ink, by typewriter or by printer. Entries or changes made in pencil shall, unless otherwise decided by the Township of Killaloe, Hagarty and Richards, be invalid. Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected.
- b) Tender must be on the form provided.
- c) Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
- d) All items must be bid.
- e) Tender must not be restricted or modified in any way.

#### Disqualifications

Under no circumstances will tenders be considered which:

- a) are received **after 4:30 pm, Local Time on Tuesday April 3<sup>rd</sup>, 2018;**
- b) include tender qualifications or other conditions not authorized by the Township of Killaloe, Hagarty and Richards; or
- c) are in the determination of the Township of Killaloe, Hagarty and Richards, incomplete.

#### Right to Accept or Reject

The tender which includes the lowest submitted cost will not necessarily be accepted. The Township of Killaloe, Hagarty and Richards has the right to reject any and all tenders for any reason whatsoever. The Township of Killaloe, Hagarty and Richards

shall not be responsible for and potential bidders shall not be entitled to, reimbursement for any liability costs, expenses, loss, economic loss, damages or consequential damages incurred, sustained or suffered, including loss of profit, by any potential bidder prior or subsequent to, or by reason of the acceptance or the non-acceptance by the Township of Killaloe, Hagarty and Richards of any tender or by reason of any delay in the acceptance of a tender. Tenders are subject to formal acceptance by the Township of Killaloe, Hagarty and Richards and a formal contract being prepared and signed.

POTENTIAL BIDDERS ARE ADVISED THAT ACCEPTANCE OF ANY TENDER WILL BE DONE BY RESOLUTION OF THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS COUNCIL.

## **Part D            Acceptance**

### Award of Tender

The lowest or any tender will not necessarily be accepted. The Township of Killaloe, Hagarty and Richards may, in its sole discretion;

- a)     award a contract to the potential bidder that the Township of Killaloe, Hagarty and Richards, in its sole discretion, determines is the best qualified and compliant tender; or
- b)     determines that the potential bidder meets the best possible competencies; or
- c)     not award any contract at all.

The determination of the best qualified and compliant tender shall be in the sole discretion of the Township of Killaloe, Hagarty and Richards, which decision shall be final and not challengeable.

## **PART E            General Conditions**

### 1. Performance Evaluation

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the Municipality's contracts for a period of two (2) years.

### 2. Engineer, Authority, Ministry and Municipality

The terms; Corporation, Inspector, Engineer, Authority and Ministry shall be deemed to be the Municipality.

### 3. Omissions, Discrepancies and Interpretations

Should a potential bidder find omissions from or discrepancies in any of the tender documents or be in doubt as to the meaning of any part of such documents, the potential bidder is required to contact the Township of Killaloe, Hagarty and Richards, no later than five (5) days before the closing date. If the Township of Killaloe, Hagarty and Richards considers that a correction, explanation or interpretation is necessary or desirable, it will issue an addendum to all that have taken out tender documents.

### 4. Special Provisions

Special Provisions applicable to this tender are set out in Appendix "A" attached.

## **PART F CONSTRUCTION**

### Materials/Stockpiling

Granular particles must satisfy the requirements set out by the Works Superintendent.

Where the tender includes application of granular materials, materials may be applied by dump-truck tailgate, providing care is taken to avoid segregation.

## **PART G PITS/QUARRIES AVAILABLE FOR USE UNDER THE CONTRACT**

The following pits/quarries may be available to the Municipality and may be used by the Contractor, for contract purposes. Unless noted otherwise, the Contractor shall pay a royalty. The Municipality does not guarantee that sufficient quantities of acceptable material are available in any of the pits/quarries listed, to satisfy contract requirements. The Contractor shall not use an alternative location, where an "Off-Belt" quantity is required in one of the Municipality supplied pits/quarries listed below, unless approved in advance, by the Municipality. Pits/quarries not listed below may be used for Supply & Apply or stockpile materials. Stockpile locations shall not be changed. Where unlisted pits/quarries are used the Contractor shall be responsible for obtaining permits etc. and all associated costs for using the non-listed pit/quarry shall be the Contractor's.

**PITS AVAILABLE FOR USE ON THE CONTRACT**

Pit #1 – Name/Location: JEROME AND COLLEN LORBETSKIE  
PART LOT 21 CON 10 SIMPSON PIT ROAD  
613-735-0808 – JEROME LORBETSKIE

FIGURE # 1 LOCATION OF ITEM WORK

ITEM	QUANTITY	UNIT	LOCATION (See "Pits Available for Use on the Contract" referred to by number)
	X SUPPLY Stockpile Offbelt		
GRANULAR "A"	10,000 m3 = 17,800 tonnes	M3	To be crushed and left in pit
Total	10,000 m3 = 17,800 tonnes		

Pit #1 – Contractor shall pay royalty to owner.

**PART H COMPLETION DATE**

The Contractor shall complete the work by June 29<sup>th</sup>, 2018.

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.

Additional costs incurred shall be deemed to be included in the price bid for the works. If the work is not complete by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the Municipality a sum of \$100.00 per calendar day, for each day's delay in finishing the work, as liquidated damages.

FIGURE #2: TENDER

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GRANULAR A	M3	10,000 m3 = 17,800 tonnes		

TOTAL TENDER \$ \_\_\_\_\_ CDN

GST/HST \$ \_\_\_\_\_ CDN

PST \$ \_\_\_\_\_ CDN

TOTAL TENDER PRICE \$ \_\_\_\_\_ CDN

## APPENDIX "A"

### SPECIAL PROVISIONS

1. All costs of the materials, construction and maintenance of access roads and haul roads to granular pits and all costs of clearing, grubbing, stripping and restoring granular pits shall be included in the unit price bid for the granular items.
2. Basis of payment will be at the contract unit price per cubic metre, truck box measure. Truck box method shall be as set out in the specifications or scales = 10,000 m<sup>3</sup> = 17,800 tonnes of "A" <sup>3</sup>/<sub>4</sub>"
3. The Municipality must be notified by the Contractor at least three (3) days prior to commencement of any operation.

### TOWNSHIP CONTACTS AND ADMINISTRATION

Any questions or any additional information contact:

Dean Holly, Works Superintendent  
Township of Killaloe, Hagarty and Richards  
1 John St., P.O. Box 39  
Killaloe, Ontario K0J 2A0  
(613) 757-2300 – office  
(613) 757-3023 - garage  
(613) 757-3634 – fax  
(613) 401-9073 - cell  
E-mail: [dholly@khrtownship.ca](mailto:dholly@khrtownship.ca)



## **TENDER CLOSING**

(a) Date of Closing

Tender submissions can be made until **Tuesday April 3<sup>rd</sup>, 2018 at 4:30 PM Local Time.**

(b) Package Submission Process

Tender packages shall be submitted in a closed and sealed envelope clearly marked as to contents, to:

Lorna Hudder, CMO, Dipl.M.M.  
CAO/Clerk-Treasurer  
Township of Killaloe, Hagarty and Richards  
1 John St., P.O. Box 39  
Killaloe, Ontario K0J 2A0  
(613) 757-2300 - office  
(613) 757-3634 – fax  
E-mail: [lhudder@khrtownship.ca](mailto:lhudder@khrtownship.ca)

**Please note that the successful tender may not necessarily be the lowest submitted cost but the one that provides the best long-term solution for the Township of Killaloe, Hagarty and Richards.**

Tender Number: KHR – 01 - 2018

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.

Attached to this tender is a certified cheque, in the amount of 10% of the total tender, made payable to the Municipality. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Municipality if the Contractor fails to complete the work in accordance with the tender documents.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%.

This offer shall be irrevocable for a period of thirty (30) 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 June 29<sup>th</sup>, 2018.

**SIGNATURE PAGE**

By signing below, I acknowledge that I have read and understand this Tender KHR – 01-2018 and I agree to abide by the terms and conditions contained herein.

Total Tender Amount \$ \_\_\_\_\_ CDN

\_\_\_\_\_  
Signature of Authorized Official  
(I have the authority to bind the company)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**Note that this tender form is not transferable and any alteration of the Company name entered hereon will be cause for considering the proposal irregular and subsequent rejection of the tender.**