



SEALED QUOTES FOR WINTER SAND WILL BE RECEIVED BY:

The Corporation of the Municipality of Powassan
250 Clark Street, PO Box 250
POWASSAN, ON, P0H 1Z0

TENDER NUMBER: 2019-02

WINTER SAND

TENDER CLOSING DATE AND TIME: 2:00 P.M. LOCAL TIME June 18, 2019

TENDER OPENING TIME: 2:05 P.M. LOCAL TIME June 18, 2019
To be awarded at the council meeting of
June 18, 2019

QUOTE FOR: Supply, hauling and stockpile of approximately 5000 tonnes of Screened Winter Sand in the sand dome. The Municipality of Powassan reserves the right to accept the bid in cubic meters with a 1.8 tonnes per cubic meter conversion factor. The Municipality will supply the salt.

**This complete tender package must be submitted in a sealed envelope, clearly marked 'Winter Sand' Tender: 2019-02
LOWEST OR ANY QUOTE NOT NECESSARILY ACCEPTED**

Location Of Work:

The location of work is to be: Municipal Sand Dome located at 750 Main Street, Municipality of Powassan.

Schedule of Contract Documents:

1. The following information for bidders
2. The following Special Provisions
3. Bid Form
4. Standards OPSS 531, OPSS.MUNI 100, and OPSS.MUNI 1004 (These forms are not attached hereto)

General Information:

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

Codey Munshaw, Public Works Engineer
Municipality of Powassan
Box 250, 250 Clark Street, Powassan ON P0H 1Z0
Telephone 724-2813 ext. 202 or 705-491-1749/Fax 724-5533
Email: cmunshaw@powassan.net

For the purpose of this document a company supplying and stockpiling materials for the Municipality of Powassan, will hereby be referred to as a "Contractor".

The Contractor will submit their sealed Tenders by traditional mail/drop-off at the previously stated Municipal building before Tender closure.

A Contractor may amend their Tenders at any time prior to the set closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post Tender closure. A Tender may be voided by superseding it with a later Tender or letter of withdrawal, prior to the closing date and time.

Any and all Tenders that are received after the Tender closing date/time, will be rejected by the Municipality. Any and all unsigned Tenders will be deemed unacceptable, and will be rejected by the Municipality.

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 the Contractor receives the Notification of Acceptance.

Project Details:

The work shall consist of the supply, delivery and stockpiling of approximately 5000 tonnes of screened winter sand as directed by the Municipal Public Works Foreman, together with all materials, labour, equipment, tools and all other things necessary to complete the work in

accordance with the provisions of the contract documents. Stockpiling shall be done by conveyor belt, provided by the Contractor.

Stockpile will be in the sand dome located at the Municipality of Powassan Public Works yard, 750 Main Street, Powassan.

To be completed by JULY 19, 2019

Sand extraction must be from a valid licensed industrial pit or quarry. It is the responsibility of the bidder to ensure proper operations and licensing. Name of pit/quarry product is to be taken from _____. A copy of Aggregate Resources Act License for source of material must accompany tender.

The quantities listed in the tender form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price.

For the unit price bid, the Contractor shall perform his/her work in such a way to cause the least possible inconvenience to the travelling public and shall provide all necessary warning signs and flagmen or other protective and/or warning devices as required by Ontario Traffic Manual-Book 7.

Sub-contractors will not be accepted to perform work.

The work shall be completed during daylight hours only.

For the unit price bid, the Contractor shall supply all materials, labour, tools, equipment and all other things necessary to complete the work in accordance with these contract documents and to the satisfaction of the Municipal Public Works Foreman or his representative.

Measurement for payment shall be made in tonnes per truck. Measurement and ticket for each load will be issued to the Municipal Public Works Engineer. The method of weighing shall be by permanent scale, portable flat scale, or loader scale. Proof of calibration of scale must be provided prior to commencement of work.

Performance Evaluation:

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

Special Provisions:

The salt will be supplied by the Municipality and the mixing of the salt with the sand will be done by the Service Provider.

Winter sand shall be screened using a 12mm screen, and shall contain 100% materials 12mm in diameter or less.

Where any discrepancy exists between these Special Provisions and the standard OPSS, the Special Provisions shall govern.

Testing:

The Contractor shall provide the Public Works Engineer a sieve analysis with gradation/percent passing of the winter sand materials prior to work commencement. Additional samples/testing may be requested by the Public Works Foreman during delivery at the successful bidder's expense.

Liability/Indemnification:

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable to anything done, or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Contract.

Product must be taken from a valid licensed pit. It is the responsibility of the bidder to ensure proper operations and licensing. The name of the pit product is to be taken from, must be provided prior to project commencement.

Liability/Insurance:

The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The Contractor shall maintain a policy of general liability insurance having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The general liability policy shall include the Municipality as an additional insured, but only in respect of and for the duration of the services to be performed under this contract and shall contain a cross liability clause endorsement.

The Contractor shall provide proof of valid WSIB coverage.

Prior to the beginning of the Contract the Contractor must provide proof of insurance (certificate of insurance or certified copy of policy) to the Clerk of the Municipality.

POLICY NO.: _____ INSURANCE CO.: _____
AMOUNT: _____ EXPIRY DATE: _____

Motor Vehicles and Excess Loading:

The Contractor is responsible for having and maintaining a valid CVOR (Commercial Vehicle Operator's Registration) certificate throughout the duration of this contract.

Where a vehicle is hauling materials for use on the work under the contract, in whole or in part upon a public highway and where motor vehicle registrations is required for such vehicle, the Contractor shall not cause or permit such vehicles 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, except where there are designated areas in the contract where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

Bidder Deposit:

Bidders are required to deposit a certified cheque, payable to the Corporation of the Municipality of Powassan for 10% of the total bid price. Unsuccessful bidders' cheques will be returned upon award of the contract and the successful bidders cheque will be returned upon satisfactory condition and the account is paid in full.

Health & Safety:

All work performed under this Contract must be carried out in accordance with the Municipality's Health and Safety Policy and any federal and provincial health and safety legislation and regulations. Failure to comply with this condition will be considered a breach of contract.

Bid Form:

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 quote, 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 for the sum provided in the table below:

Item	Spec	Description	Unit	Quantity	Unit Bid Price	Total Bid
1	OPSS 531,OPSS 1004, S.P.	Supply, haul, mix and stockpile screened winter sand	Tonne	5000	\$	\$
					HST	\$
					Total Bid	\$

**I/We (the Contractor) promise to perform the work without undue delay and complete the work by:
July 19, 2019**

Name of Individual or Firm _____
hereinafter referred to as the
"Contractor" (Print)
Address:

Authorized Signature _____

Title _____

Date _____

Witness or Firm Seal _____