



SEALED TENDERS FOR QUARRIED "A" WILL BE RECEIVED BY:

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

**REQUEST FOR TENDER NUMBER:
2025-04 QUARRIED "A"**

TENDER CLOSING DATE AND TIME:	2:00 P.M. LOCAL TIME JUNE 11, 2025
TENDER REVIEW TIME:	2:45 P.M. LOCAL TIME JUNE 11, 2025 To be awarded at the council meeting of MAY 7, 2024
QUOTE FOR:	Crushing, Screening, Supply, Hauling, and stockpiling of QUARRIED "A".

**This complete RFP package must be submitted in a sealed envelope, clearly marked
"Quarried 'A' Tender: 2025-04"
LOWEST OR ANY QUOTE NOT NECESSARILY ACCEPTED**

Location Of Work:

The location of Stockpiling shall be at the Municipal Public Works Yard at 750 Main Street, Powassan, Ontario.

Schedule of Contract Documents:

1. The following information for bidders
2. The following Special Provisions
3. Bid Form
4. Appendix A and B
5. Appendix C – Proposal Evaluation
6. Standards OPSS.MUNI 100, OPSS 206, and OPSS.MUNI 1010 (These forms are not attached hereto)

General Information:

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

Trevor Tennant, Public Works Foreman
Municipality of Powassan
Box 250, 250 Clark Street, Powassan ON P0H 1Z0
Telephone: 705-497-6169
Email: ttennant@powassan.net

For the purpose of this document a company conducting work for the Municipality of Powassan, will hereby be referred to as a "Contractor".

The Contractor will submit their sealed proposals by traditional mail/drop-off at the previously stated Municipal building before RFP closure. Contractors must submit this entire completed proposal package (except Appendix C, which will be completed by Municipal staff).

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

All RFP's that are received after the quote closing date/time, will be rejected by the Municipality. All unsigned proposals will be deemed unacceptable and will be rejected by the Municipality.

Notification of Acceptance of proposal 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. The bid results will be posted on the Municipal website following the proposal opening.

Project Details:

The work shall consist of the supply, delivery, placement and stockpiling of approximately 2,500 tonnes of quarried 'A' 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.

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

To be completed by July 25, 2025.

Quarried 'A' 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 _____, and the materials extracted are _____. A copy of the Aggregate Resources Act License for source of material must accompany Proposal.

The quantities listed in the bid form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price. Any and all changes to quantities shall be approved by the Public Works Foreman.

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 Foreman. 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. Confirmation of the aggregate weight, performed at the MTO Wasi Truck Inspection Station, may be requested at any time during construction by the Public Works Foreman.

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.

If the work is **not** completed by the above specified date, or by an amended date allowed by an approved extension of time, then the contractor agrees to pay the Municipality a sum of **\$200.00** per calendar day, for each day's delay in finishing the work, as liquidated damages.

Provisional Items:

Items of work that may be required during the course of construction, but the exact requirements of which will depend on budget compatibility, are shown as "Provisional Items". These quantities are anticipated to vary to suit the Municipal budget or may not be used at all. The Contractor shall price these items accordingly and shall not claim any anticipated loss of profit or increased overhead if any or all of these items are reduced or deleted altogether.

Testing:

The Contractor will be responsible for providing the Public Works Engineer or Foreman with sieve analysis of the Quarried 'A' materials (grain size analysis report). The results of these tests shall be provided to the Public Works Foreman five (5) business days prior to placement of granular materials.

Should the Public Works Foreman deem it necessary, additional sieve analysis will be conducted on quarried 'A' materials at the expense of the contractor.

Contractors Ability To Perform Work:

The Contractor is required to complete the following statements and is required to include the said statements using the space provided or similar documentation provided by the Contractor in their Proposal submission.

Statement A: The Contractor must state contracts and/or experience in successfully performing similar projects.

Statement B: The Contractor must list all senior supervisory staff to be used during the completion of the contract, and the relative experience of each listed staff member.

Statement C: Give the location and a description of the construction equipment which the Contractor proposes to use.

Statement A – Contractor's Experience for Reference:

Statement B – Senior Supervisors and Experience:

Statement C – List of Equipment:

Proposed Timelines:

I, the Contractor, propose to start this project on: _____, and anticipate completing all work as required in this RFP by: _____.

Please note that the contractor shall work around the school bus schedule to ensure that the buses are not delayed due to this work. The contractor shall not charge any additional costs or increased overheads due to this. The above proposed start and completion dates are based on the Contractor's schedule and will have an impact on the Contractors proposal score (see timeline section of Appendix C) if timeline exceeds July 3rd, 2024.

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 Service Provider 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 within thirty (30) days following the contract award. The successful bidder's cheque will be held for a forty-five (45) day period following the completion of the contract, to the satisfaction of the Municipality.

Payment, Holdback, and Completion:

The contractor shall be paid in full, at the bid unit price for all quantities of materials placed and supplied to the municipality, upon successful completion of the contract to the satisfaction of the Municipality and after the contractor is awarded a certificate of substantial performance by the Public Works Engineer or Foreman (from 6 as per the Construction Liens Act). Payment will be provided within thirty (30) days of successful completion.

The material quantities will be verified against the sum of all material loading tickets provided.

Breach of Contract and Contract Termination:

If the Contractor or Municipality fails to meet the terms of the contract herein explained, the party conforming to the contract will have the opportunity to terminate the contract due to the other party breaching the contract. When a non-conformance is noticed by a party, the conforming party has a responsibility to notify (either by letter or e-mail) the non-conforming party. The non-conforming party will have ten (10) business days to meet the terms of the contract, failure to do so will be a breach of contract and will be grounds for immediate dismissal.

Additionally, should the Contractor or Municipality knowingly provide false information during the completions of this contract document, it will be henceforth considered that the complying party was given insufficient information to formal accept the contract; meaning that the contract will be now in void, unless both parties can agree on new terms to this contract.

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.

The Contractor will hold the responsibility of the constructor according to the Occupational Health and Safety Act, during the course of construction.

It will be the responsibility of the Contractor to ensure that all employees/workers within the construction zones wear all appropriate PPE (Personal Protective Equipment), all regulations and procedures within the Occupational Health and Safety Act are met, that the health and safety of all workers or employees is protected, and that the health welfare and property of all residents/civilians is preserved.

Any and all unsafe acts committed during the completion of this contract, shall be brought to the attention of the operations manager who shall notify the on-site foreman. If the occurrence/act is not rectified in a timely manner, the Ministry of Labour will be informed.

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	Road ID	Unit	Quantity	Unit Bid Price	Total Bid
1	OPSS 206,OPSS 1010, S.P.	Stockpile at Public Works Yard	P.W.Y.	Tonne	2500	\$	\$
					HST	\$	
					Total Bid	\$	

I/We (the Contractor) promise that: I/we are over the age of 18, are of right mind, are not under the influence of alcohol or illegal/controlled substances, wish to enter into a legally binding contract with the Municipality of Powassan, and agree to perform the work without undue delay to ensure that the work is completed as I/we previously specified in the tender no later than _ .

Name of Individual or Firm _____ hereinafter referred to as the "Contractor" (PRINT)

Address:

PO BOX: _____
Street Address: _____
City/Province: _____
Country/Postal Code: _____

Primary Contact Telephone Number: _____

Secondary Contact Telephone Number: _____

Primary E-mail Contact: _____

Authorizing Signature: _____

Title: _____

Date: _____

Witness or Firm Seal: _____