



**The Corporation of the Township of Douro-Dummer
Bid Document**

Request for Proposal

Crush, Stockpile and Haul Granular Materials

Identification: PW-2023-02

Proposal Closing

Date: Wednesday, April 5, 2023
Time: 12:00:00 p.m. Noon Local Time
Location: The Corporation of the Township of Douro-Dummer
894 South Street
PO Box 92
Warsaw ON K0L 3A0

Attn: Jake Condon, Manager of Public Works

Late Bids Will Not Be Accepted.

The Corporation of the Township of Douro-Dummer reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

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Part "A" Information to Bidders

Intended Use and Schedule of Work

The Township of Douro-Dummer is requesting tender submissions to crush at 6th Line Dummer Pit, with various haul locations as described in the tender.

Location

6th Line Pit, 572 6th Line South Dummer, Douro-Dummer

Applicable Document Fees

There are no document fees required for this tender.

Bid Deposit Requirements

Certified cheque held in trust by the Township of Douro-Dummer until completion of the work and pit left in satisfactory condition in the amount of \$10,000.

Performance Surety Requirements

Not applicable to this tender.

Other Public Agencies

Prior to submitting this Tender, it is significant importance that all potential respondents be advised of the following:

It must be clearly understood that by submitting a Tender in accordance with this document, the respective respondent is agreeing that other interested public agencies may review their Tender document and further, if a successful respondent is selected by the Township and other public agencies deem it is in their best interest to join the Township contract under the same terms and conditions, then one or more parties may join the Township contract, if mutually agreed upon between the interested public agency and the successful bidder.

With the above agreement comes the realization that if other public agencies do join the Township contract on a consortium basis, then the total dollar volume resulting from any potential contract could prove to be significantly higher than suggested in this document and respondents are requested to consider this information while preparing their responses and bring to their Tender the best possible economic benefits and returns for the Township.

Inquiry

Any questions regarding this proposal should be directed to:

Jake Condon
Manager of Public Works
(705) 652-8402
E-mail: publicworks@dourodummer.on.ca

Amendments to "Standard Terms and Conditions"

Where Amendments to the Township's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

None required

Part "B" Standard Terms and Conditions

Definitions

Bid	The document issued by the Township in response to which Quotations/Tenders/Proposals are invited for the performance of the work or supply of equipment.
Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Township has awarded the contract.
Contract	The purchase order authorizing the Company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the Company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the Company for any part of the work.
Supplier	The person(s), firm(s) or corporation(s) to whom the Township has awarded the contract.
Township	The Township of Douro-Dummer, its successors and assigns.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the Company.

Bid Closing Time

One copy of the bid document, or as otherwise requested herein, properly signed and sealed and clearly marked as to its contents, shall arrive at the Municipal Office, 894 South Street, PO Box 92, Warsaw, ON K0L 3A0 no later than the specified time and closing date indicated on the cover page of the document. Late bids shall not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened.

The time registered on The Township of Douro-Dummer's front counter computer clock will be considered the official time when determining exact time of submission.

Document Fees

Respondents must have previously purchased the respective bid request document, when a fee is applicable.

See Part "A" Information to Bidders, which forms part of this bid document.

Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- A) Bids must be submitted on the bid form supplied by the Township. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- B) Bid submissions shall consist of "Part "D" Bid Form" and all other sections and requirements as requested within the bid document. See "Part "D" Bid Form" for all requirements requested within the bid document.
- C) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- D) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- E) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.
- F) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and Bid number on the outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.

Fax and Email Bid Submissions are not acceptable

- G) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
- i.) Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Township of Douro-Dummer's Municipal Office prior to the closing date and time; and/or
 - ii.) Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 - iii.) Bid submission is delivered later than the closing date and time.
- H) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Township may be rejected. The Township will be the sole judge in this matter.

Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and have carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township as set forth or specifically referred to therein.

The Bidder declares that his submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

Clarification of Bid Documents

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. During the period prior to submission of Quotations/Tenders/ Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/Proposal was prepared.

The Township will issue all written addendum to the bid documents to each bidder or prospective Bidder via e-mail, fax or electronic posting.

Bidders are required to confirm receipt of each addendum. Although the Township will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part "A" Information to Bidders, which form part of this bid document.

Performance Surety Requirements

Performance surety binding the Company faithfully to fulfill the obligations of his/her bid as accepted, may be required by the Township within ten (10) working days from the date of request.

See Part "A" Information to Bidders, which form part of this bid document.

Insurance and Workplace Safety Insurance Board

The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice. Coverage shall be at least \$2,000,000.00 per incident, with the Township of Douro-Dummer named as insured. Additional coverage may be required.

See Part "A" Information to Bidders, which form part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

or

The successful bidder shall provide proof to the Township from the Workplace Safety & Insurance Board that the bidder does not require Workplace Safety & Insurance

Board Insurance. If the successful bidder changes its status with the Workplace Safety & Insurance Board during the term of the contract such that coverage is required, the successful bidder shall immediately provide the Township with the W.S.I.B. Clearance Certificate.

Failure to provide such proof shall result in cancellation of the Contract.

Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

See Part "A" Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part "C" Specifications, which form part of this bid document.

Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part "C" Specifications, in the Quotation/Tender/Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The Township shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

Terms of Payment for Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director or designate the Performance Sureties will be returned to the Company.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Director or designate.

Delivery

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Douro-Dummer, Ontario unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

Patents and Copyrights

The Company shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Township the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of the Township.

Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that he/she has read and understood the Occupational Health and Safety Act together with the Township's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Township's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Township's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures whether by the Company or any of its sub-contractors may result in the Company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Township.

The Company shall allow access to the work site on demand to representatives of the Township to inspect work sites to ensure compliance with the Contract and the Township's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Township reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

Laws, Regulations, Permits, Fees and Licences

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Township and any other governing body.

Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services he/she proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Township. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

Samples

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Township's Purchasing Policies.

Contract Award

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omissions. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of Douro-Dummer reserves the right to reject any or all bids. Bids shall be irrevocable for ninety (90) days after the official closing time and the Township may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the Township.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The bidder to whom the contract is awarded will be issued a purchase order, or a blanket purchase order may be required to execute a contract in triplicate within ten (10) working days from the date of notice of award by the Township.

Contract Cancellation

The Township shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

- A) If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice; terminate the contract.

- B) If the Company; fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or

persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.

- C) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
- D) If the Township terminates the contract, it is entitled to:
 - i.) Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances;
 - ii.) Withhold any further payments to the Company until its liability to the Township is ascertained;
 - iii.) Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

Availability of Labour and Escalation

The bidder shall fully inform himself regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid.

Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Township. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

Disclosure

The names of bidders and total bid prices will be made available at the public Proposal/Tender opening. After the Proposal/Tender opening, requests may be submitted to the Township for the results, and only the names of bidders and total bid prices as read out at the Proposal/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders' submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Township of Douro-Dummer and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Township of that fact.

The Company may declare confidentiality of their bid; however, the Township is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Township of Douro-Dummer, please contact the CAO, Township of Douro-Dummer, 894 South Street, Warsaw, Ontario K0L 3A0 (705-652-8392 ext. 206).

Complaints

Any complaint on the process and procedures as outlined in the Township's Purchasing Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the Township of Douro-Dummer shall be in writing and shall be submitted to the CAO for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or proposal must be submitted within seven (7) working days of the date of the award.

Accessibility

The Township of Douro-Dummer is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

Part "C" Specifications

Government Requirements

The contractor shall adhere to all Federal, Provincial, and Municipal Regulations, Legislation and By-laws (i.e., municipal noise By-laws). It shall be the Contractor's responsibility to obtain current revisions of the applicable Act, Laws and By-laws.

The contractor shall adhere to all safety procedures and regulations as specified in the Occupational Health and Safety Act and Regulations as well as the Surface Mining Regulations.

Noise Restrictions

The contractor is responsible for adhering to the township noise restriction By-law. A copy of the by-law can be provided to the successful bidder.

Basis of Payment

Payment at the contract unit price shall be per metric tonne of granular produced and stockpiled.

The contractor shall use belt/conveyor scales for the making of all products to ensure the desired quantity is achieved. The Township may verify the final quantity by cross section measurements.

Stockpiling

Stockpiles shall be in accordance with OPSS 1001 unless otherwise specified. The Contractor will be contacted to arrange a pre-production meeting to review the stockpile locations.

The costs to stockpile in the designated stockpile areas and to create and appropriate pad for the stockpiles are to be included in the Contractor's unit price.

Contractor Requirements

For the work described herein, the Township will specify the area to extract raw material, location of the crushing equipment and location of stockpiles. The Contractor shall be responsible for carrying out all work in accordance with the pit licence and site plan.

Work shall not commence without prior approval in writing from the Township.

Crush, Stockpile and Haul Granular Materials "C"

Specifications

The Contractor shall ensure that any and all equipment, whether owned, rented or contracted, shall be mechanically fit and capable of performing the work specified in this tender.

The Contractor will be contacted by the Township to arrange for a pre-production meeting to review the site plan, stripping limits, stockpile areas, hours of work and other general topics.

The Contractor is to make their own assumptions as to the quality of the material to be crushed. The Township assumes no responsibility for the material to be excavated from the pit.

Crush, Stockpile and Haul Granular Material – Township Requirements

Under these Items, for the contract unit price, the Contractor shall supply all labour, fuel and equipment to 572 Sixth Line South Dummer, Douro-Dummer. To view the location, please make arrangements through:

Jake Condon, Manager of Public Works – 705-652-8392

Materials

It shall be the Contractor's responsibility to produce Granular "A" aggregate that conforms to OPSS.MUNI 1010 requirements.

It is the Contractor's responsibility to supply the Township with test results from samples on a weekly basis that conform with LS-602 and LS-607 of the Laboratory Testing Manual.

Quality Control

The Township will be responsible for quality control oversight. The Township will provide the QC test results of initial production, until a consistent material is produced. All the test results will be approved by the Township and shall be in accordance with LS-602 and LS-607 of the Laboratory Testing Manual. Where the Contractor fails to consistently produce granular that meets the specifications, production will stop until such time as the Contractor makes the necessary corrections.

Quality Assurance

The Contractor is notified that the Township will randomly sample materials as part of our QA program. The Township QA independent laboratory shall conduct tests for gradation according to LS-602 and percent crushed particles according to LS-607 on each sample.

The Township reserves the right to reject and/or return any product that does not conform to the specifications. All costs incurred by the Contractor as a result of said rejection or return shall be borne solely by the Contractor.

Completion Date

The Contractor shall complete the crushing work by **June 5, 2023**.

The Contractor may apply to the Township to amend the completion date; however, any additional costs shall be the responsibility of the Contractor.

If the work is not completed by the above date, or by an amended date, then the Contractor agrees to pay the Township \$100.00 per calendar day, for each day's delay in finishing the work, as liquidated damages.

Contract Performance

Service levels, adherence to safety procedures, operator performance and condition of equipment provided by suppliers will be monitored on an ongoing basis by staff at the Township. If any of the above are deemed to be unsatisfactory, the Township of Douro-Dummer may cancel the existing contract and remove the supplier from the equipment rental registry.

Operator Experience and Qualifications

All operators must be fully trained, qualified, licensed and certified (if applicable) and experienced in the type of service being provided in this contract.

Experience/References

Firms bidding on this proposal must have related experience in performing similar projects or services. Bidders shall complete the attached experience sheet and submit with their bid. By completing this information, bidders consent to the Township and participating municipalities contacting the references provided to obtain information in relation to the quality and scope of work provided by the bidder. The Township reserves the right not to award this proposal to any bidder whose experience is deemed unsatisfactory by the Township of Douro-Dummer for the services required under this proposal.

Payment

Invoices for Crush, Stockpile and Haul Granular "A" should be forwarded directly to the following address:

The Township of Douro-Dummer

894 South Street
PO Box 92
Warsaw ON K0L 3A0
Attn: Jake Condon

Commercial Vehicle Operator Registration

Please include your organizations Commercial Vehicle Operators Registration Certificate No. (if applicable)

**Commercial Vehicle Operators Registration Certificate Mandatory
Safety Inspection**

Proof of mandatory safety inspection must be supplied with each piece of equipment (where applicable) each time equipment is supplied to the Township of Douro-Dummer.

Part "D" Bid Form

**The Corporation of the
Township of Douro-Dummer**

**Municipal Office
894 South Street
PO Box 92
Warsaw ON K0L 3A0**

**Tender to Crush, Stockpile and Haul Granular Materials at Township
Locations**

Identification: PW-2023-02

Proposal Closing: Wednesday, April 5, 2023 12:00:00 p.m.

Documents to be enclosed with this Bid Form.

- Bid Form signed and sealed**
- Schedule of Items & Pricing**
- Experience/References**
- Insurance Certificate (upon award)**
- WSIB Certificate (upon award)**
- Declaration of Accessibility Compliance Form**

Bidders Information Form

**Bidders must complete this form and include with the Bid Submission.
Please ensure all information is legible.**

1. Company Name _____
2. Respondent's Main Contact Individual _____
3. Address (including Postal Code) _____
4. Office Phone # _____
5. Toll Free # _____
6. Fax # _____
7. E-mail address _____
8. HST Account # _____

Acknowledgement to Receipt of Addendum

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s).

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here is no Addenda received.

Respondent **Signature** **Date**

To The Corporation of The Township of Douro-Dummer, Hereafter called the "Owner"

Schedule of Items & Pricing

Tender Summary

Crush and Stockpile at 6th Line Dummer Pit, 572 Sixth Line South Dummer, Douro-Dummer, ON.

All material from the bank will be crushed to make 5/8 Granular A. An Excavator may be required to feed the Crusher, this can be mutually agreed upon as needed.

	Tonnes	Unit Rate	Amount
Crush and Stockpile 5/8 Gravel at Sixth Line Pit	60,000	\$	\$
		Subtotal	\$
		H.S.T.	\$
		Total Tendered Price Complete	\$
Excavator 11/2 – 3-yard Bucket		\$ _____ per hour	

Load, Haul and Place

Load, haul and place material from Sixth Line Pit to location

	Tonnes	Trucking Cost per Tonne	Total
Load, haul and place approx. 5,600 tonnes of 5/8 granular A from 6 th Line Pit to Division Road from Douro 3 rd line to Douro 5 th line at a mutually agreed date and time	5600	\$	\$
Load, haul and place approx. 2,800 tonnes of 5/8 granular A from 6 th Line Pit to Dummer 4 th line from Centre Dummer Rd to Clifford Rd at a mutually agreed date and time	2800	\$	\$
Load, haul and place approx. 2,718 tonnes of 5/8 granular A from 6 th Line Pit to Douro 7 th line Rd from County Rd #4 to Bradfield Rd at a mutually agreed date and time	2718	\$	\$
Load, haul and place approx. 2,818 tonnes of 5/8 granular A from 6 th Line Pit to Center Dummer Rd from 4 th line South Dummer to 1.3km East at a mutually agreed date and time	2818	\$	\$
Load, haul and place approx. 2,090 tonnes of 5/8 granular A from 6 th Line Pit to Division Rd from County Rd #4 to Burnham line at a mutually agreed date and time	2090	\$	\$

**Crush, Stockpile and Haul Granular Materials
Part "D"**

Bid Form

Load, haul and place approx. 777 tonnes of 5/8 granular A from 6 th Line Pit to 7 th line South Dummer Rd from County Rd #8 to North limit at a mutually agreed date and time	777	\$	\$
Load, haul and place approx. 874 tonnes of 5/8 granular A from 6 th Line Pit to Simpson Rd from 12 th line to East limit at a mutually agreed date and time	874	\$	\$
Load, haul and place approx. 388 tonnes of 5/8 granular A from 6 th Line Pit to 3 rd line South Dummer from Dummer Asphodel Rd to North limit at a mutually agreed date and time	388	\$	\$
Load, haul and place approx. 1,950 tonnes of 5/8 granular A from 6 th Line Pit to 4 th line South Dummer from Cooper Rd to Center Dummer Rd at a mutually agreed date and time	1950	\$	\$
Load, haul and place approx. 4,077 tonnes of 5/8 granular A from 6 th Line Pit to Cedar Cross Rd from Payne line to Douro 3 rd line at a mutually agreed date and time	4077	\$	\$
Load, haul and place approx. 874 tonnes of 5/8 granular A from 6 th Line Pit to Douro 3 rd line from Birchview Rd to South limit at a mutually agreed date and time	874	\$	\$

Load, Haul and Place			
Load, haul and place material from Sixth Line Pit to location			
	Tonnes	Trucking Cost per Tonne	Total
Load, haul and place approx. 3,300 tonnes of 5/8 granular A from 6 th Line Pit to Douro 3 rd line from County Rd #8 to Division Rd at a mutually agreed date and time	3300	\$	\$
Load, haul and place approx. 800 tonnes of 5/8 granular A from 6 th Line Pit to 6 th line South Dummer from County Rd #8 to Webster Rd at a mutually agreed date and time	800	\$	\$
Load, haul and place approx. 400 tonnes of 5/8 granular A from 6 th Line Pit to 6 th line South Dummer from Webster Rd to North limit at a mutually agreed date and time	400	\$	\$
Load, haul and place approx. 1,650 tonnes of 5/8 granular A from 6 th Line Pit to Douro 7 th line Rd from	1650	\$	\$

**Crush, Stockpile and Haul Granular Materials
Part "D"**

Bid Form

Nassau Rd to North limit at a mutually agreed date and time			
Load, haul and place approx. 1,844 tonnes of 5/8 granular A from 6 th Line Pit to Douro 7 th line Rd from Division Rd to Bradfield Rd at a mutually agreed date and time	1844	\$	\$
Load, haul and place approx. 1,565 tonnes of 5/8 granular A from 6 th Line Pit to Bradfield Rd from Douro 7 th line to West 1.2km at a mutually agreed date and time	1565	\$	\$
Load, haul and place approx. 1,942 tonnes of 5/8 granular A from 6 th Line Pit to 5 th line South Dummer from Webster Rd to North limit at a mutually agreed date and time	1942	\$	\$
Load, haul and place approx. 800 tonnes of 5/8 granular A from 6 th Line Pit to Center Dummer Rd from County Rd #40 to 4 th line Dummer Rd at a mutually agreed date and time	800	\$	\$
Load, haul and place 3,500 tonnes of 5/8 granular A from 6 th Line Pit to 8 th line South Dummer from Webster Rd to North limit at a mutually agreed date and time	3500	\$	\$
Load, haul and place 2,820 tonnes of 5/8 granular A from 6 th Line Pit to 8 th line South Dummer from Webster Rd to County Rd #8 at a mutually agreed date and time	2820	\$	\$
Load, haul and place 400 tonnes of 5/8 granular A from 6 th Line Pit to Douro 4 th line from County Rd #6 to South limit at a mutually agreed date and time	400	\$	\$
Total tonnes	43,987		
Subtotal	\$		
		H.S.T.	\$
		Total Trucking Costs	\$

Experience/References

Descriptions of your company's experience providing this type of service. Please include a minimum of two (2) references.

Company Name:

Contact:

Phone Number:

Experience:

Company Name:

Contact:

Phone Number:

Experience:

Company Name:

Contact:

Phone Number:

Experience:

Declaration of Accessibility Compliance Form

Company Name:	
Print Name:	
Title:	Dated:

I/we acknowledge that as a Contractor/Consultant of The Corporation of the Township of Douro-Dummer, we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

Authorized Signature _____ Date _____

To The Corporation of the Township of Douro-Dummer, Hereafter called the "Township":

I/We _____ the undersigned
declare:

1. That the several matters stated in the said Bid are in all respects true accurate and complete.
2. That I/We have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/We do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that the Township may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Township is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/We agree to furnish all documentation, security and certifications as required by the Bid Document and to execute the attached formal contract in triplicate, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the Township is fully conditional upon the receipt of said documentation, security and certifications by the Township within Ten (10) Working Days. If I/We fail to do so, the Township may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.

7. That I/We agree to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this bid.

Bidder's Signature and Seal:

Position: _____

Witness: _____

Position: _____

Witness: _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ Of _____
(Town/City)

This _____ Day of _____ 2019.