



## Corporation of the Township of Amaranth

374028 6<sup>th</sup> Line, Amaranth ON L9W 0M6  
Tel: (519) 941-1065 Fax: (519) 941-1802

### Tender for Dust Control Products RFT02-2024

March 13, 2024

#### Sealed Tender to be delivered to:

Kevin Watson Roads Superintendent Township of Amaranth Administration Office 374028 6 <sup>th</sup> Line Amaranth, ON L9W 0M6	To Supply and Apply as directed by Public Works Approximately ~  <b>350 Flake Tonnes</b>
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1. Tender closes at **2:00 p.m. on Friday, April 5th, 2024**. Sealed tender to be clearly marked. 10% deposit to be included as indicated on attached Tender Information Sheet.
2. Price quote shall be per flake equivalent tonne (77%-80%) – **35% calcium chloride solution**.
3. The bidder's truck must be capable of accurately controlling the application rate from 3 tonnes to 4 tonnes per kilometer.
4. Bidders must be able to supply up to 50 F.E. tonnes per day if given 24 hours notice.
5. All delivery costs shall be included in the unit price. The Township takes ownership of the product upon delivery completion at the designated Township site.
6. The dust control product must comply with O.P.S.S. 506/2501 plus MSDS sheets.
7. The contractor is required to comply with provisions contained in tender information sheet attached.
8. Lowest or any tender not necessarily accepted. Subject to approval by Council.
9. The contractor is required to comply with Customer Service Accessibility Policy and to sign Compliance Acknowledgment accordingly. (To be provided upon acceptance of tender.)
10. The Town of Amaranth would like to enter into a 1-year agreement with potential to extend the agreement for a second year pending any agreed upon adjustments to price and location for the second year.
11. Sealed tenders can be delivered to the Administration Office located at **374028 6th Line, Amaranth, Ontario**. Please ensure the company name and contact email address is clearly identified on the outside of the tender envelope. A confirmation email will be sent to the contact email to acknowledge receipt of the tender package.

		Company
		Per
At	\$ _____ per F. E. tonne	
Plus tax	\$ _____ per F. E. tonne	Address
TOTAL	\$ _____ per F. E. tonne	Date
		Telephone/Fax
		Email

## CALCIUM TENDER INFORMATION

A certified cheque or bank draft made payable to the municipality in the amount of **10%** of the total tender must be submitted with the tender. The cheque of the unsuccessful bidders will be returned within 7 days of tender opening. The cheque of the successful bidder will be retained until municipality's acceptance of the work.

Tenders not accompanied by a certified cheque or bank draft will not be considered.

If the successful bidder wishes he may file with the municipality a completed performance bond, signed and sealed by a recognized bonding company, in the amount of 100% of the total estimated tender. Upon receipt of such a bond and execution of the contract the tender deposit will be returned to the contractor.

### Liability Insurance

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage insurance acceptable to the municipality providing insurance coverage in respect of any one accident to the limit of at least **\$5,000,000.00** exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy shall name the municipality as an additional insured thereunder and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

### General Conditions

#### *Regulations:*

The Contractor shall abide by all Provincial Acts, By-Laws and Regulations relative to the performance of the work.

*Completion:* Time shall be of the essence of this agreement.

#### *Roads Superintendent or Engineer:*

Means the Council of the municipality or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

#### *Certificates to be provided upon acceptance of tender:*

**C.V.O.R. Transcript; W.S.I.B. clearance; Liability Insurance; Township Customer Service Accessibility acknowledgement; Municipal Safe Work Plan for Contractors.**

#### *Damage By Vehicles and Other Equipment:*

If at any time, in the opinion of the Roads Superintendent, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, but the Contractor's vehicles or other equipment whether licensed or unlicensed, the contractor shall, on the direction of the Roads Superintendent and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Roads Superintendent.

#### *Loading of Motor Vehicles*

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the contractor shall not cause or permit such vehicle 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.

#### *Measurement for Payment*

Measurement for payment of granular materials will include only those materials incorporated into the work and accepted by the Roads Superintendent.

(a) Tonnage Measurement - should the contract require payment by the ton, the method of weighing materials for payment shall conform to the requirements of MTC form 502

(b) Cubic Yard Measurement - should the contract require payment by the cubic yard, one of the following methods will be employed, as specified in the contract

- i. End Area Method - Volume of materials will be measured in their original position and computed in Cubic Yards by the method of average end areas.
- ii. Truck Box Method - Materials will be measured in cubic yards (loose) by pre-determined truck capacities. The pre-determined capacity of each truck will be that computed from its box dimensions. Loadings of each truck shall be kept to not less than the pre-determined capacity. Each truck shall bear an identification symbol, followed by the pre-determined capacity of the truck.

#### *Basis of Payment*

Payment at the contract price shall be compensation in full for the supply of all labour, equipment and materials, except as otherwise provided, necessary to complete the work to the satisfaction of the Roads Superintendent.

#### **Basis of Rejection of Tender**

Tenders may be rejected for any one of the following reasons:

- 1) Bids received after closing date.
- 2) Bids received on other than the tender form supplied.
- 3) Bids not completed in ink or by typewriter
- 4) Incomplete bids (all items not bid)
- 5) Qualified or conditional bids
- 6) Bids not properly signed and sealed