



DRYDEN

CITY OF DRYDEN 2022 SAND AND GRAVEL

Tender T-2021-11

Complete Tender Package

INDEX

1. Notice to Bidders
2. General Conditions and Instructions to Bidders
4. General Specifications
7. Detailed Specifications
8. Terms and Conditions

Appendix 1 - Form of Tender and Contract Agreement

Appendix 2 - Schedule of Contract Prices - 2022

Appendix 3 – Additional pricing – Pick-up only, contractor’s source

CITY OF DRYDEN

**T-2021-11
TENDER FOR THE SUPPLY
OF SAND AND GRAVEL 2022**

NOTICE TO BIDDERS

Tenders are invited for the supply and delivery of sand and gravel for municipal use of the City of Dryden for 2022.

Estimated quantities in tonnes are:

Granular "A" 22mm (7/8 ")	3,700 tonnes
37.5 mm (1 1/2 ") Crushed Granular "B" Type III	2,300 tonnes
Bedding Sand	200 tonnes
3/4" Clear Stone	50 tonnes
Winter Control Sand	2,500 tonnes

Contract documents and tender forms may be obtained from the Public Works Department, 159 King Street, Dryden, ON, or on our website at www.dryden.ca.

Sealed tenders clearly marked "**T-2021-11 TENDER FOR SUPPLY OF SAND AND GRAVEL 2022**" shall be forwarded in duplicate to:

Allyson Euler, Acting Clerk
City of Dryden
30 Van Horne Avenue
Dryden, ON
P8N 2A7

before 3:00 p.m. local time on **Wednesday, December 15, 2021** at which time they will be opened publicly. Failure to appropriately mark the envelope as indicated may result in the rejection of the tender.

The lowest or any tender not necessarily accepted. The City reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interest of the City in its sole and unfettered discretion.

All tenders submitted to the City of Dryden become the property of the City, and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act.

CITY OF DRYDEN

T-2021-11 TENDER FOR THE SUPPLY OF SAND AND GRAVEL 2022

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Submission of Tenders

Sealed tenders clearly marked "**T-2021-11 TENDER FOR SUPPLY OF SAND AND GRAVEL 2022**" will be accepted until 3:00 p.m. on **Wednesday, December 15, 2021**. Failure to appropriately mark the envelope may result in the rejection of the tender.

2. Period of Contract

Attention is drawn to the period of this contract which is from the 1st day of January, 2022 to the 31st day of December, 2022.

While the duration of any contract(s) resulting from this tender call is intended to be for the period of January 1, 2022 to December 31, 2022, it is understood that the effective date may be at some later point in January. In this event, the City of Dryden will start off the new contract purchasing from the same suppliers as were in place on December 31st, 2021.

3. Quantities

The quantities indicated in the form of tender are estimated only and are shown for the purpose of comparing bids. Quantities on which payment shall be based will be measured as specified for each item of work and may be considerably more or considerably less than the estimated quantities shown on the form of tender. The quantities shown in the form of tender are the estimated total requirements for the period of the contract.

4. Contractor's Liability for Claims

The contractor shall indemnify and save harmless the City from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which the City may incur, be put to or have to pay by reason of the neglect of the contractor in the execution of the said works or any of them or by reason of the improper or imperfect execution of the said works or any of them or by reason of the omission by the contractor to take due and proper precautions for the prevention of accidents to persons and property during or in consequence of the work or by persons and property during or in consequence of the work or by reason of any other act, default or omission of the contractor, damages, costs, charges or expenses, the contractor shall forthwith, upon demand, repay the same to the City.

The contractor shall furnish, at his own expense, an owner's protection liability and property damage insurance to protect the City against all claims for property damage and

for personal injury, including accidental death, covering the contractor's operations hereunder and those of his sub-contractors and such policy shall be in the form satisfactory to the solicitors for the City and certified copies of the policies shall be lodged with the City at the time of the execution of the contract. Such policy shall cover not less than one million dollars (\$1,000,000) for injury or death to one or more persons and one million dollars (\$1,000,000) for property damage.

If the said policy shall not provide for motor vehicle third party liability the contractor will, in addition to the foregoing liability, provide a policy covering motor vehicle third party liability within the foregoing limits, insuring against risk of bodily injury and death and property damage and a certified copy of such policy shall be delivered to the City at the time of the execution of the contract.

5. Workplace Safety & Insurance Board

The contractor shall at all times pay or cause to be paid, any assessment or compensation required to be paid, pursuant to the Workplace Safety & Insurance Board Act and upon failure to do so, the City may pay such assessment or compensation to the Workplace Safety & Insurance Board and shall deduct or collect such expenses. The contractor shall, at the time of entering into any contract with the City, make a Statutory Declaration that all assessments or compensations payable to the Workplace Safety & Insurance Board have been paid and the City may, at any time during the performance or upon completion of such contract, require a further declaration that such assessments or compensations have been paid.

6. Health and Safety Compliance

The successful contractor shall be required to comply with all City of Dryden Health and Safety Procedures (Contractor Safety HR-HS-10) and sign a "Contractor Health and Safety Responsibility Agreement" form that acknowledges their awareness and responsibilities under the Occupational Health and Safety Act, Canada Labour Code and other legislation. Details can be found on the City website at www.dryden.ca in the City Policy No. HR-HS-10 – Contractor Safety.

7. Ministry of transportation and traffic laws.

The successful contractor shall at all times adhere to ministry of transportation regulations and the highway traffic act.

8. Experience and Ability of Bidder

Bidders shall furnish satisfactory evidence that they have the ability and experience in this class of work and that they have sufficient capital and plant to enable them to prosecute the same successfully and to complete it in the time named in the contract.

9. Bidders to Investigate

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer, as to actual conditions and requirements of the work.

10. Signing of the Contract

The party to whom the contract is awarded will be required to execute the contract within ten (10) business days from the date of mailing of the notice from the City to him according to the address given by him that the contract has been awarded. The form of agreement is included as part of these contract documents.

11. Award of Contract Subject to Approvals

Award of this contract is subject to all necessary approvals of the authorities concerned with the project.

12. Additional Information

Should any uncertainty arise as to the proper manner of filling in blanks in these tender documents or should a bidder find any discrepancies in, or omissions from, the contract documents or should he be in doubt as to their meaning, he should notify the City Public Works Manager who may issue a written addendum. Addenda issued during the tendering period shall be allowed for by the bidder in submitting his tender.

CITY OF DRYDEN

T-2021-11 TENDER FOR THE SUPPLY OF SAND AND GRAVEL 2022

GENERAL SPECIFICATIONS

Intent

It is the intention of the specifications to describe the work and the materials required for:

The supply and delivery during the year 2022 of specified types of sand and gravel to roads or sites in the City of Dryden including the City of Dryden Regional Airport during normal working hours and days, as individually ordered, based upon minimum individual orders of 12 tonnes.

OPSS Specification

OPSS Specifications quoted in these specifications can be viewed on-line.

These quoted specifications are amended to the extent that:

1. Where OPSS Specifications read "department" this shall read and mean the City of Dryden, unless otherwise stated in these specifications.
2. Where OPSS Specifications read "Engineer" or "Materials and Research Engineer" or "Contract Administrator" these shall read and mean the City of Dryden, Public Works Manager.
3. Specifications under this document shall take precedence over the OPSS.

Sampling and Testing

Sampling and testing shall be in accordance to method LS-625 and LS-602 respectively.

For sampling and material acceptance purposes, all materials will be divided in 500 tonne sublots and will be sampled at random. Additional sampling will be conducted at the discretion of the City of Dryden if material deficiencies are suspected.

Product failing to meet specification may be removed from the site or at the discretion of the public works manager, the city may opt for adjusted price per tonne in lieu of removal; see penalty schedule. The contractor's product upon correction will be retested.

Sampling shall be done at the City of Dryden Public works yard and the contractor will be given 1 hours notice of such sample. Samples will be sent off to a third party laboratory as determined by the City of Dryden. Contractor will be given a copy of the testing results.

If the contractor is hauling to a work site, the city may conduct road sampling method as per LS-625.

Penalty Schedule

Material failing to meet gradations shall be adjusted as per the following:

- Product fails to meet gradations, first subplot - 10% price reduction of subplot
- Product fails to meet gradations, second subplot - 15% price reduction of subplot
- Product fails to meet gradation, third subplot – contractor disqualified to supply product.

Granular "A" 22mm (7/8")

Shall conform to OPSS 1010 for 22mm (7/8") granular "A" material.

37.5 mm (1 1/2 ") Granular "B" Type III

Shall conform to OPSS 1010 for granular "B" type III material.

Bedding Sand

Shall conform to OPSS 1010 for bedding sand material.

Winter Control Sand

Shall conform to OPSS 531 except the amount of salt shall be 50kg per tonne. Salt shall be provided by the City.

Measurement and Payment

Gravel and sand specified shall be measured by weighing of the materials in tonnes as follows:

Scale for weighing granular material has been set up at the City of Dryden Public Works yard. The weigh tickets will be issued by the City's Storekeeper.

When the scale is being used the tares of the hauling vehicles will be determined at least once daily and more frequently if required by the City Dryden. Vehicles which are being weighed for the tare shall contain the normal hauling complement of driver and accessories such as spare tire and tools. Each truck shall bare, as an identification symbol, either a letter of the alphabet or a number. Symbols shall be of such a size as to be easily read by the weigh person or checker.

Should supplier be required to travel elsewhere to deliver gravel on the City's behalf, a fully completed weigh ticket (from your scales) must be left with the public works staff on site. When delivering gravel to the public works yard, our scales must be used to weigh materials prior to depositing the gravel within our yard. A weigh ticket will be issued by the City's Storekeeper. Supplier will be responsible to provide the appropriate billing invoices, including daily weight totals per material type and appropriate rates. The City Storekeeper will not be responsible for calculating the total net weight.

The loaded vehicle shall not exceed its Allowable Gross Vehicle Weight on City streets. AGVW shall be submitted for each vehicle the contractor intends on using to haul material at time of contract award. No vehicle will be permitted to haul without prior receiving AGVW of said vehicle.

If the vehicle is overloaded or above the AGVW the City of Dryden shall only pay for the legal portion of the load, if overloads persist the City of Dryden shall reserve the right to cancel the tender and source another contractor.

Loads of sand and gravel will only be accepted during normal working hours and days (7:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:00 p.m., Monday through Friday - except for public holidays) unless prior arrangements have been made by the contractor with the Manager of Public Works. The Manager of Public Works may, at his discretion, require the contractor to reimburse the City the costs of maintaining a checker outside normal working hours and days. For loads of sand and gravel hauled to a specific project or construction site the hours of work will be determined by the City of Dryden Public Works, prior to the start of the project. No loads will be accepted during the 12:00 to 12:30 lunch period.

The City of Dryden will be the one requesting delivery of material. The City will give as much notice as possible.

The contractor will be required to inform the storekeeper when the haul will commence and when the haul is completed.

CITY OF DRYDEN

T-2021-11 TENDER FOR THE SUPPLY OF SAND AND GRAVEL 2022

DETAILED SPECIFICATIONS

Intent

It is the intention of the specification to describe the work and materials required for the supply, delivery, dumping or tailgating of specified types of sand and gravel to roads or sites within the City of Dryden including the City of Dryden Regional Airport in 2022.

Period of Contract

The period of the contract will be from the 1st day of January, 2022 to the 31st day of December, 2022.

Materials

All materials shall conform to the general specifications and the OPSS specifications quoted therein and as amended.

Delivery of Granular "A", 22mm (7/8"), 37.5mm (1½") Granular "B" type III, Bedding Sand, Winter Control Sand.

The contractor will deliver, on an as required basis, the specified sand or gravel in his own transport to any road or site within the boundaries of the City of Dryden including the City of Dryden Regional Airport. At the point of delivery the materials shall be dumped or tailgated as required.

The contractor will maintain sufficient equipment and/or stockpiles at his site, together with transport facilities to ensure at all times adequate delivery.

Requisitions for sand and gravel will be issued to the contractor in minimum amounts of approximately 12 tonnes.

Delivery of Winter Control Sand

Winter Control Sand - The contractor shall deliver and stockpile, at a site or sites in the City of Dryden designated by the Public Works Manager, 2500 tonnes of specified winter control sand. The delivery and stockpiling of this sand shall be commenced and completed between the 1st of October and the 15th of October, unless otherwise instructed by the City Public Works Manager. The City Public Works Manager may order additional winter control sand in minimum orders of 400 tonnes. The contractor, on receipt of such an order, will complete the delivery and stockpiling of such additional winter control sand within ten (10) working days of such an order.

Stockpiles shall be built with the use of a clam or stacker (conveyer) with a minimum height of eight (8) meters or by such other method as the City Public Works Manager may approve which will permit the placing of material without compaction and which will permit the proper mixing of materials. The contractor is responsible for blending the City supplied salt at 50 kg/tonne.

Included in the unit price, the Contractor will be required to re-mix any remaining sand from the previous winter.

TERMS AND CONDITIONS OF TENDERS

1. No person, firm or corporation other than the bidder has any interest in this tender or in the proposed contract for which this tender is made or to which it relates.
2. This tender is made by the bidder without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a tender for the same work and is in all respects fair and without collusion or fraud.
3. No officer or employee of the City will be or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever or in the supplies, work or business in connection or in any of the moneys derived there from.
4. The bidder has carefully examined the locality and sites of the proposed works as well as the form of tender, information to bidders and specifications and the bidder hereby accepts and agrees to the same as forming part and parcel of the said contract.
5. The bidder hereby tenders and offers to enter into a contract being the contract hereinbefore referred to, to supply and do all or any part of that which is set out or called for in this tender at the unit prices shown in the schedule of prices and on the terms and conditions and under the provisions set out or called for in this tender for the total contract sum hereunder stated.

The bidder also agrees that:

- (a) If the tender is accepted, the bidder will supply additional or extra sand or gravel to the contract at the prices shown in the schedule of contract prices.
- (b) The awarding of the contract based on this tender by the City shall constitute and be an acceptance of this tender without communication with or any notice thereof to the bidder.
- (c) Upon being awarded the tender, contractor must supply to the City a copy of their insurance with the following sums stipulated in the general conditions:
 - Property Damage - \$1,000,000.00
 - Public Liability - \$1,000,000.00
- (d) The City of Dryden's Contractor Health and Safety Responsibility Agreement form must also be signed to ensure the contractor is aware of, and will comply with all City of Dryden polices and legislated policies concerning health and safety and environmental legislation. Details can be found on the City website at www.dryden.ca in the City Policy No. HR-HS-10 – Contractor Safety.

CITY OF DRYDEN

**T-2021-11
TENDER FOR THE SUPPLY
OF SAND AND GRAVEL 2022**

Appendix 1: Form of Tender and Contract Agreement

Note: The bidder's name and business address must be inserted here and, in case of partnerships, the name and residence of each and every member of the partnership must be inserted.

Tender by _____

Mailing Address _____

Residing at _____
(or place of business)

And _____

Residing at _____
(or place of business)

Comprising the Firm of:

or _____

a company duly incorporated under the laws of _____ hereinafter called the "bidder".

Tender Sum of:

\$ _____

Total Amount of Tender in writing:

The bidder submits the following list of projects similar in type and scope to the work herein specified which he has successfully completed as evidence of his competence to do this work.

	LOCATION	OWNER	JOB	DATE COMPLETED
1.				
2.				
3.				
4.				
5.				
6.				

(Contractor's Signature)

(Witness)

Dated at: _____

this _____ day of _____, 2021.

Note: If the tender is submitted by or on behalf of any Corporation it must be signed in the name of such Corporation by some duly authorized officer, or agent thereof, who shall also subscribe his own name and office. The seal of the Corporation shall also be affixed.

Accepted on behalf of the owner:

Mayor

Seal of the City of Dryden

Clerk

Date

Witness

CITY OF DRYDEN

**T-2021-11
TENDER FOR THE SUPPLY
OF SAND AND GRAVEL 2022**

Appendix 2: – Schedule of Contract Prices - 2022

ITEM	ESTIMATED QUANTITIES	UNIT	DESCRIPTION	UNIT PRICE	ESTIMATED COST
1.	3,700	tonnes	Granular "A" 22mm (7/8") delivered in Dryden on an as-required basis 040041		
2.	2,300	tonnes	37.5mm (1 1/2") Granular "B" type III delivered in Dryden on an as-required basis 030038		
3.	200	tonnes	Bedding Sand delivered in Dryden on an as-required basis 192627		
4.	300	tonnes	Clear 3/4" stone delivered in Dryden on an as-required basis		
5.	2,500	tonnes	winter control sand delivered and stockpiled on City site - salt supplied by City 040047		

(All taxes extra, as applicable)

CITY OF DRYDEN

**T-2021-11
TENDER FOR THE SUPPLY
OF SAND AND GRAVEL 2022**

Appendix 3: Additional Pricing – Supply Only, Contractor’s Source

ITEM	UNIT	DESCRIPTION	UNIT PRICE
1.	tonnes	Granular "A" 22mm (7/8") 040041	
2.	tonnes	37.5mm (1 ½") Granular "B" type III 030038	
3.	tonnes	Bedding Sand 040043	

Contractors Source Location: _____

The City of Dryden may wish at times to pick-up material at the contractor’s source, please fill in pricing information above. As much notice will be given to the contractor prior to pick-up of material. The contractor will be required to load material onto City of Dryden haul trucks and will be required to scale and issue weight scale tickets to the drivers.