



CRUSHING

Tender Number: Granular “A”

Scaled Tenders will be received by: Township of Machar
73 Municipal Rd N, Box 70
South River, ON
P0A 1X0

Tender Closing Date & Time: Wed, June 11, 2025 at 3:00 pm

Tender Opening Date & Time: Thu, June 12, 2025 at 9:30 am

Tender for: Supply, Crush, Deliver, Apply & Stockpile Granular “A”

Location: Garage at Township Yard & Additional if Indicated
See Page 2

(Lowest or any tender not necessarily accepted.)

Gravel

FIGURE #1 Tender

Gravel

Item No.	Item Description	Unit Type	Unit Quantity	Unit Price	Sub Total
1	Supply & Stockpile	Tonnes	2000		
2	Supply & Apply	Tonnes	4500		
3	Supply & Apply	Tonnes	2000		
4	Supply & Apply	Tonnes			
5	Supply & Apply	Tonnes			
6	Supply & Apply	Tonnes			

Estimated Tender

PST

HST

Total Estimated Tender

NOTE TO MUNICIPALITY:

(Municipality to fill in material type. List separate items for Supply & Apply, Supply & Stockpile & Off-Belt materials. The municipality will not call for an Off-Belt item, unless the municipality designates a pit/quarry as being available to the Contractor for use on the contract & specifies the designated pit/quarry as the Off-Belt pickup location.

Note: Delivery charge to be priced separately for PST.

PITS/QUARRIES AVAILABLE FOR USE UNDER THE CONTRACT

The following pits/quarries are under licence to the municipality & may be used by the Contractor, for contract purposes. The municipality does not guarantee that sufficient quantities of acceptable material are available in any of the pits/quarries listed, to satisfy contract requirements. (Also see Form M-100, Subsection 102-2). The Contractor shall not use an alternative location, where an "Off-Belt" quantity is required in one of the municipally supplied pits/quarries listed below. Pits/quarries not listed below may be used for supply/apply or stockpile materials. Stockpile locations shall not be changed. Where unlisted pits/quarries are used the Contractor shall be responsible for obtaining permits, etc. & all associated costs for using the non-listed pit/quarry shall be the Contractor's.

FIGURE #2 Pits Available for Use on the Contract

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FIGURE #3 Location of Item Work

Item	Location	Supply & Apply	Supply & Stockpile	Off-Belt	Unit
1	Garage at Township Yard		2000		Tonnes
2	Riding Ranch	4500			Tonnes
3	King Lake	2000			Tonnes
4					Tonnes
5					Tonnes
6					Tonnes

(Municipality to list each Apply location, Stockpile location and Off-Belt pick-up location.
For Apply work also specify depth of granular material to be applied in "mm").

All locations are within the boundaries of the Township of Machar.

Depth of granular material to be applied in mm is not applicable, above quantity to be applied.

Notes: Gravel from some of these roads may be directed to Stockpile at Garage (Township Yard).

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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 (see Form M-100 Subsection 102-2) and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, 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.

Attached to this tender is a certified cheque or bank draft, in the amount of 10% of the total tender, made payable to the municipality. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20% (see Form M-100 Subsection 103-1).

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of tender opening.

**I/We (the Contractor) promise to perform the work without undue delay and complete the work by:
Sep 26 of current year.**

Name of Individual & Firm

(hereafter referred to as

The "Contractor"):

Please Print

Address:

Signature of Person Signing

For Firm:

Date:

Office of Person

Signing for Firm:

Witness or Firm Seal:

TENDERING PROCEDURES

- 1.0 All inquiries concerning the tender, prior to tender closing, shall be directed to:
Garage 705-386-2837
(Township of Machar)
- 2.0 Notification of Acceptance of Tender will be in writing to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
- 3.0 A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

TENDERING REQUIREMENTS

- 1.0 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, for deposit purposes.
Deposit cheques of unsuccessful bidders will be returned within ten (10) calendar days of the tender opening. The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.
- 2.0 The successful bidder may file with the municipality, a completed Performance Bond. The Bond shall be signed and sealed by a recognized bonding company, in the amount of 100% of the total estimated tender. Upon receipt of such a bond, the municipality will return the Contractor's tender deposit cheque.
- 3.0 The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least \$2,000,000. per incident in the name of the municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit (also see Form M-100 Subsections 106-1 and 106-2).
- 4.0 The successful bidder shall also deliver proof of Worker's Compensation Board coverage, within ten (10) calendar days or receiving the Acceptance Notice.

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

- 1.0 Tender must be legible, in ink or by printer.
- 2.0 Tender must be in possession of the municipality by the closing date and time.
- 3.0 Tender must be on form provided.
- 4.0 Tender must be signed and sealed by an authorized official of the bidding organization.
A joint tender must be signed and sealed by each company.
- 5.0 All items must be bid.
- 6.0 Tender must not be restricted or modified in any way.

GENERAL CONDITIONS

1.0 Ontario Provincial Standard Specifications and Form M-100

Form M-100 "General Conditions of Contract" and the Ontario Provincial Standard Specifications listed below apply on this contract, unless otherwise stated in the attached tender documents. The particular revision in effect at the time the contract is advertised shall apply. Where further detail or clarification is required reference shall be made to the appropriate Ontario Provincial Standard Specification below or to Form M-100. Form M-100 and the following specifications are available for review at the Office of the Municipal Clerk. Copies may be obtained from the Ministry of Transportation in Huntsville, Ontario.

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|-------|----------------|--|
| (i) | OPSS FORM 314 | CONSTRUCTION SPECIFICATION FOR UNTREATED GRANULAR SUBBASE, BASE, SURFACE, SHOULDER, BITUMINOUS PAVEMENT, EDGE RAMPING AND STOCKPILING. |
| (ii) | OPSS FORM 102 | CONSTRUCTION SPECIFICATION FOR WEIGHING OF MATERIALS |
| (iii) | OPSS FORM 1001 | MATERIAL SPECIFICATION FOR AGGREGATES – GENERAL |
| (iv) | OPSS FORM 1010 | MATERIAL SPECIFICATION FOR AGGREGATES – GRANULAR A,B,C,D, 16MM CRUSHED TYPE B, AND SELECT SUBGRADE MATERIAL |

2.0 Payment, Holdback and Completion

Paragraphs 1-4, inclusive of Form M-100, Subsection 108-3 are cancelled and replaced by the following paragraphs.

Monthly payments will be paid for 90% of the estimated value of the work performed, within 30 calendar days of certification of the work estimate by the Contractor. The municipality shall prepare the estimate. In addition to the normal 10% holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

As soon as possible following the certification of completion of the Contract, the municipality shall prepare the final estimate of payment and submit it for certification by the Contractor and any sub-contractors. The Contractor shall return the certified final estimate and Worker's Compensation Board clearances within 30 calendar days.

Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the municipality that the Contract is "complete". (See the Construction Lien Act).

3.0 Performance Evaluation

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the municipality's contracts for a period of two (2) years.

4.0 Engineer, Authority, Ministry and Municipality

The terms Corporation, Inspector, Engineer, Authority and Ministry shall be deemed to be the municipality.

CONSTRUCTION

1.0 Materials/Stockpiling

Granular particles must satisfy the requirements of Table 1 – Gradation Requirements and OPSS Forms 314, 1001 and 1010. Stockpiling shall conform with the requirements of OPS Form 1001.

2.0 Application of Materials

Where the tender includes application of granular materials, application of the gravel is to be applied with a belly dump trailer. Where the total thickness of crushed material called for in Figure #3 exceeds 100mm in thickness, it shall be placed in multiple layers. Each layer shall not exceed 100mm in thickness. Compaction is not a requirement of this contract, unless otherwise specified. Where compaction is required, OPSS Form 501, is applicable and material shall be compacted to 100% of maximum dry Proctor density.

MEASUREMENT FOR PAYMENT

1.0 Granular Materials

(i) Tonne Measurement

Should Figure #1 require payment by the tonne, the method of weighing shall be in accordance with OPSS Form 502.

In addition, where a scale is found to be in excess of the Limits of Error specified by the Government of Canada Weights and Measures Act (0.1% on indicated load for a permanent scale and 0.2% on indicated load for a portable scale), but not more than three times the Limits of Error, the scale may continue to be used for no more than 48 hours. Where the scale is in error by more than three times the Limits of Error, weighing of material on the scale must cease immediately.

BASIS OF PAYMENT

Payment at the Contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and materials, except as otherwise provided in the tender, necessary to complete the work to the satisfaction of the municipality.

TABLE 1
PHYSICAL REQUIREMENTS

PHYSICAL TEST	GRANULAR A	GRANULAR B		GRANULAR M	SELECT SUBGRADE MATERIAL	MTO LAB TEST NUMBER
		TYPE I	TYPE II			
Los Angeles Abrasion, Loss % Maximum	69	N/A	N/A	60	N/A	LS 603
Petrographic No., Granular, Maximum	200	250*	250	200	250*	LS 609
Plasticity Index	0	0	0	0	0	LS 704
Percentage Crushed Minimum	50	N/A	100	50	N/A	LS 607

*The Petrographic No. requirements will be waived if the material has more than 80% passing the 4.75 mm sieve.

TABLE 2
GRADATION REQUIREMENTS***

MTO SIEVE DESIGNATION	PERCENTAGE PASSING BY MASS				
	GRANULAR A	GRANULAR B		GRANULAR M	SELECT SUBGRADE MATERIAL
		TYPE 1****	TYPE II****		
150 mm	N/A	100	100	N/A	100
37.5 mm	N/A	N/A	N/A	N/A	N/A
26.5 mm	100	50-100	50-100	N/A	50-100
19 mm	85-100 (87-100)*	N/A	N/A	100	N/A
13.2 mm	65-90 (75-95)*	N/A	N/A	75-95	N/A
9.5 mm	50-73 (60-83)*	N/A	N/A	55-80	N/A
4.75 mm	35-55 (40-60)*	20-100	20-55	35-55	20-100
1.18 mm	15-40	10-100	10-40	15-40	10-100
300 mm	5-22	2-65	5-22	5-22	5-95
150 mm	N/A	N/A	N/A	N/A	2-65
75 mm	2-8 (2-10)**	0-8 (0-10)**	0-10	2-8 (2-10)**	0-25

(*) Where the aggregate is obtained from an iron blast furnace slag source.

(**) Where the aggregate is obtained from a quarry or slag source.

(***) MTO Lab Test No. LS 602.

(****) Where Granular B is used for granular backfill for pipe subdrains, 100% of the material shall pass the 37.5 mm sieve.

SPECIAL PROVISIONS

SPECIAL #1 TESTING AND ACCEPTANCE OF GRANULAR 'A'

FIELD SAMPLING

The Contractor shall be responsible for field sampling in the presence of the Road Superintendent. The lot size has been predetermined to be 500 m3. Four samples for testing are required. Time of samples to be at the discretion of the Road Superintendent. Samples may be taken from stockpile or on the road.

TESTING

The owner will be responsible for transportation and testing of samples at a designated Laboratory (Muskoka District). Sieve analysis, (gradation requirements) and percent crushed tests will be performed.

ACCEPTANCE REQUIREMENTS

When either the gradation or the percent crushed particles is not within the specification requirements, an adjusted payment will be allowed at the request of the contractor in lieu of removal, except where a non-conformance is so great that the material is totally unacceptable.

PAYMENT ADJUSTMENT GUIDELINES

Payment adjustment for non-conforming material will be applied as a percentage of the unit price. Material that requires an adjustment in excess of 25% is considered non-conforming and is not acceptable under this contract.

NOTE

The contractor may at his discretion have tests performed on the product during production to ensure that an acceptable product is being produced.

SPECIAL PROVISION #1 – Cont’d.**Percent Crushed Acceptance**

A complete lot of Granular A shall be deemed to meet the specification requirements for percent crushed particles if the mean of the test results is equal to or greater than 50%.

Adjusted Payment

Complete lots which do not meet the specification requirements, and which are not subject to removal, will be subject to a reduced payment.

The reduction will be the product of:

Lot quantity x price x total payment adjustment.

The total payment adjustment shall be equal to the sum of adjustment points determined as follows:

- adjustment points shall be applied for each 0.1 percent that the mean gradation falls outside the specified limits for each sieve, according to Table IV.
- 0.1 adjustment points shall be applied for each 0.1 percent that the range exceeds the maximum acceptable range for each sieve (Table I).
- 0.5 adjustment points shall be applied for Granular A or M for each 0.1 percent that the lot mean falls below the 50% limit for percent crushed.

TABLE IV

M.T.O. SIEVE DESIGNATION	Adjustment Points Per 0.1% Deviation from Specified Limit			
	GRANULAR A	GRANULAR B	GRANULAR M	SELECT SUBGRADE MATERIAL
		Type I & II		
150 mm		0.1		0.1
26.5 mm	0.1	0.1		0.1
19.0 mm	0.1	-	0.1	-
13.2 mm	0.1	-	0.1	-
9.5 mm	0.1	-	0.1	-
4.75 mm	Excess Passing 0.5/Insufficient Passing 0.2			0.1
1.18 mm	0.1	0.1	0.1	0.1
300 mm	0.1	0.1	0.1	0.1
150 mm	-	-	-	0.1
75 mm	1.0	1.0	1.0	0.5

SPECIAL PROVISIONS #1 – Cont’d.**Gradation Acceptance**

A lot of Granular A will be deemed to meet the specification requirements for gradation if the mean of the four test results of the lot is within the gradation limits specified in Table 2 of OPSS 1010 and if the lot is within the range requirements of Table I.

TABLE I
RANGE REQUIREMENTS

MTO SIEVE DESIGNATION	MAXIMUM ACCEPTABLE RANGE			
	GRANULAR A	GRANULAR B		GRANULAR M
		TYPE I	TYPE II	
150 mm	N.A.	0	0	N.A.
26.5 mm	0	N.A.	30	N.A.
19.0 mm	8	N.A.	N.A.	0
13.2 mm	20	N.A.	N.A.	16
9.5 mm	20	N.A.	N.A.	18
4.75 mm	18	N.A.	22	18
1.18 mm	18	N.A.	18	18
300 μ m	12	50	12	12
150 μ m	-	-	-	-
75 μ m	5	7	5	5

COMPLETION DATE

The Contractor shall
Complete the work by: Sep 26 of current year
(Township of Machar)

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the works.

If the work is not complete by the above date, or by an amended date allowed by an approved extension of time (see Form M-100, Subsection 107-2), then the Contractor agrees to pay the municipality a sum of: \$500.00 per calendar day, for each day's delay in finishing the work, as liquidated damages.