Corporation de la ville de of the Town of HAWKESBURY

600, rue Higginson Street, Hawkesbury, ON K6A 1H1

DEPARTMENT OF PUBLIC WORKS

TENDER FOR

2026-2027 SUPPLY OF:
CRUSHED ROCK
GRANULAR (QUARRIED) SAND
WINTER SAND
REGULAR SAND
QUARRY STONE FOR SIDEWALKS (WINTER)
COLD PATCH

NO.: 26-F18-20

CLOSING AT 3:00 P.M., FRIDAY, October 30, 2026

Received by way of Bidding System website:

MERX

Travaux publics / Public Works
600 rue Higginson, Hawkesbury ON K6A 1H1
Tel: (613) 632-0106

REQUEST FOR TENDERS

Tender No: 26-F18-20
Description: Tender for: crushed rock, granular (quarried) sand, winter sand, regular sand quarry stone for sidewalks (winter) and cold patch 2026-2027
Date Issued: October 16, 2026
Closing Date/Time: October 30, 2026, at 3:00 PM

DIVISION 1 - TENDER DOCUMENTS

1. INSTRUCTIONS TO BIDDERS

1.1. Invitation

a) The Public Works Department of the Corporation of the Town of Hawkesbury is giving the opportunity to Contractors to submit prices for the supply of crushed rock, granular (quarried) sand, winter sand, regular sand, quarry stone for sidewalks (winter) and cold patch, as specified in this tender document.

1.2. Queries/Addenda

a) All queries regarding all aspects of this tender shall be addressed to the Contracting Authority below:

Department of Public Works and Engineering
Corporation of the Town of Hawkesbury
600 Higginson Street
Hawkesbury, Ontario K6A 1H1
Tel.: (613) 632-0106
E-mail: travauxpublics-publicworks@hawkesbury.ca

b) Inquiries must be received in writing (e-mail) no later than seventy-two (72) hours before the date set for receipt of bids in order to ensure adequate time remains to issue any required addenda. Addenda may be issued during the bidding period. All addenda become part of the tender documents.

c) Tenderers are advised that all communications with the Corporation of the Town of Hawkesbury related to this tender during the bidding process must be made directly and only with the Contracting Authority.

d) The Contracting Authority will only make official modifications to the tender process, or to the actual "terms of reference" through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

e) No officer, agent or employee of the Corporation of the Town of Hawkesbury is authorized to alter orally any of this tender document. If it becomes necessary to revise, delete, substitute or add to any part of the tender document, a written addendum will be issued. The Bidder must acknowledge reception of any addendum on the bid form of this tender document.

1.3. Condition of Submission

a) The Corporation of the Town of Hawkesbury shall only accept and receive electronic Bids submissions through the Corporation Bidding System website (Merx) no later than **3:00 PM, local time, Friday, October 30, 2026.**

b) All Tenderers shall have a Bidding System vendor account and be registered as a plan taker for this tender opportunity, which will enable the Tenderer to download the tender document, to receive addenda email notifications and download all documents.

c) Form 3 included in this tender document must be signed and witnessed, with the signature of the Tenderer, or a duly authorized official and submitted with the bid; otherwise, the bid will be rejected.

d) Each tender shall be submitted in its entirety and shall include fully completed Form of tender as found in section Bid Form or as revised in an addendum.

e) Failure to provide complete information as requested may disqualify the Tenderer's Submission based on the sole and unfettered discretion of the Town.

f) Offers submitted after the above time shall be disregarded.

g) Offers sent by fax or email will not be accepted.

h) The tender must be legible, and all items must be bid with the unit prices for every item and other entries being fully clear. Tenders which are incomplete, unbalanced, conditional or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected as informal or void.

i) The bid must not be restricted by a statement added to the Tender Form or a covering letter, or alterations to the Tender Form provided by the Corporation.

j) Adjustments by telegram or letter to a tender already submitted will not be considered. A

Bidder desiring to adjust a tender must withdraw the tender and/or supersede it with a later tender submission.

k) Tenders must be submitted on the tender form supplied and must be properly signed and witnessed or signed and sealed if the bidder is a corporation. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Bidders and if the signing authority for each Bidder is vested in one individual, he shall sign separately on behalf of each Bidder.

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

m) The estimate of quantities as shown in the tender request shall be used as a basis of calculation upon which the award of the Contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation. Therefore, the Corporation shall not be penalized if more or less than the estimated amount is used.

1.4. Bid Submission

a) Bidders shall be solely responsible for delivery of their bids in manner and time prescribed.

b) Submit one copy of executed offer on Bid Forms provided, signed and witnessed, with the signature of the Tenderer, or a duly authorized official and submitted with the bid.

c) Improperly completed information and missing documents mentioned above may at the discretion of the Corporation, be declared informal or void.

d) Tender prices are to be in Canadian funds and are to be exclusive of HST, which is to be added and shown separately, as applicable, on the form supplied.

e) The Corporation of the Town of Hawkesbury reserves the right to abandon, change or include all or any part of the work locations. Due to budget changes or restrictions, the Corporation, or his Representative, without invalidating the contract, may make changes by altering, adding to or deducting from the work. In the case, of a reduction or alteration of the work no compensation shall be made for profit or administrative fees to the Contractor.

1.5. Offer Acceptance or Rejection

a) The award of this contract is subject to the approval of the Corporation of the Town of Hawkesbury. The Corporation reserves the right to reject the tender of any bidder who does not furnish evidence of sufficient capital, plant, and experience to successfully execute the work in the specified time should such evidence be requested. The Corporation does not guarantee quantities and reserves the right to cancel any project due to budget restrictions.

b) Bids that are unsigned, improperly signed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may, at the discretion of the Corporation, be declared informal or void.

c) Bid completed in pencil will be rejected

d) Bids with Bid Form and enclosures which are improperly prepared may, at the discretion of the Corporation, be declared informal or void.

e) Bids that fail to include security deposit, bonding or insurance requirements may at the discretion of the Corporation, be declared informal or void.

f) The Bidder acknowledges that the Corporation shall have the right to reject any, or all, tenders for any reason, or to accept any tender which the Corporation in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, tender will not necessarily be accepted, and the Corporation shall have the unfettered right to:
   (i) Accept a non-compliant tender;
   (ii) Accept a tender which is not the lowest tender; and
   (iii) Reject a tender that is the lowest tender even if it is the only tender received.

g) The Corporation reserves the right to consider, during the evaluation of tenders;
   (i) information provided in the tender document itself;
   (ii) information provided in response to enquiries of credit and industry references set out in the tender;
   (iii) information received in response to enquiries made by the Corporation of third parties apart from those disclosed in the tender in relation to the reputation, reliability, past work experience, and/or with the Counties and other municipalities and capabilities of the Bidder;
   (iv) the manner in which the Bidder provides services to others;
   (v) the experience and qualification of the Bidder's senior management, and project management;
   (vi) the compliance of the Bidder with the Corporation's requirements and specifications;
   (vii) innovative approaches proposed by the Bidder in the tender, and,
   (viii) the Corporation's policies relating to tendering and issuing contracts to third parties.

h) The Bidder acknowledges that the Corporation may rely upon the criteria, which the Corporation deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a tender, the Bidder acknowledges the Corporation's rights under this section and absolutely waives any right, or cause of action against the Corporation and its consultants, by reason of the Corporation's failure to accept the tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

i) Bids shall remain valid and open for acceptance by the Corporation for a period of ninety (90) calendar days, following the due date for receipt of bids.

j) All Bidders are permitted to submit prices for different quarry location. More than one bid submission for the same quarry location from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Bidders will be sufficient cause for rejection of all bids so affected.

1.6. Security Deposit

a) No bid cheque or performance bond will be required on bids from quarry sites with enough material stockpiled. Bid price to include stockpiling in an approved manner plus provision of proper weighing facilities plus loading.

BID FORM (1 of 3)

(Form of Tender – page 1 of 5)

Tender No: 26-F18-20
Description: Tender for: crushed rock, granular (quarried) sand, winter sand, regular sand quarry stone for sidewalks (winter) and cold patch 2026-2027
Date Issued: October 16, 2026
Closing Date/Time: October 30, 2026, at 3:00 PM

I/We, the undersigned, hereby agree to perform the required work at the price shown below and as per the requirements of this request for tender. The Corporation does not guarantee any quantities.

ITEM	DESCRIPTION	UNIT	UNIT PRICE		UNIT PRICE DELIVERED (F.O.B. JOB SITE)	
			2026	2027	2026	2027
1	**STONE DUST** loaded on our trucks	Metric ton				
2	**CRUSHED STONE (3/4") 20 mm clean** as per MTO specs loaded on our trucks	Metric ton				
3	**GRANULAR "A" (03/4") 0-20 mm** as per MTO specs loaded on our trucks.	Metric ton				
4	**SAND** with a low percentage of stones no bigger than one inch loaded on our trucks.	Metric ton				
5	**REGULAR SAND** to cover electrical and gas lines.	Metric ton				

DESCRIPTION	UNIT	UNIT PRICE		UNIT PRICE DELIVERED (F.O.B. JOB SITE)	
		2026	2027	2026	2027
QUARRY STONES FOR SIDEWALKS • crushed angled quarry stones 2.5-5mm washed.	**100 Metric tons** ***50 tons will need to be delivered prior to October31, 2025. The remainder will be requested progressively.				

BID FORM (1 of 3)

(Form of Tender – page 2 of 5)

HST shall not be included in the bid price and shall be added separately on the invoices

LOCATION OF QUARRY

ADDRESS: _____

_____

_____

LOT(S): _____

CONCESSION(S): _____

TOWNSHIP OF: _____

BID FORM (2 of 3)

(Form of Tender – page 3 of 5)

Tender No: 26-F18-20
Description: Tender for: crushed rock, granular (quarried) sand, winter sand, regular sand quarry stone for sidewalks (winter) and cold patch 2026-2027
Date Issued: October 16, 2026
Closing Date/Time: October 30, 2026, at 3:00 PM

ADDENDA

I / We hereby acknowledge receipt of the following addenda issued to me / us during the tendering period:

Addenda # :	_____	Dated # :	_____ ,2026
Addenda # :	_____	Dated # :	_____ ,2026
Addenda # :	_____	Dated # :	_____ ,2026
Addenda # :	_____	Dated # :	_____ ,2026

BID FORM (3 of 3)

(Form of Tender – page 4 of 5)

Tender No: 26-F18-20
Description: Tender for: crushed rock, granular (quarried) sand, winter sand, regular sand quarry stone for sidewalks (winter) and cold patch 2026-2027
Date Issued: October 16, 2026
Closing Date/Time: October 30, 2026, at 3:00 PM

BIDDER INFORMATION

BIDDER: _____

ADDRESS: _____

_____

PHONE #: _____

EMAIL: _____

FAX #: _____

WSIB #: _____

I/We, the undersigned, agree (upon acceptance by the Corporation of the Town of Hawkesbury) to fulfill the contract requirements in accordance with tender document 26-F18-20, tender for crushed rock, granular (quarried) sand, winter sand, regular sand, quarry stone for sidewalks (winter) and cold patch 2026-2027

Dated at_____this____day of_____20____.

_____ _____
NAME (print) **SIGNATURE**

_____ _____
WITNESS (print) **SIGNATURE**

(AFFIX SEAL HERE) COMPANY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

STATEMENT BY BIDDER

(Form of Tender – page 5 of 5)

Corporation de la Ville de Hawkesbury	**Corporation of the Town of Hawkesbury**
FORMULAIRE 1 DÉCLARATION DU SOUMISSIONNAIRE	FORM 1 STATEMENT BY BIDDER

TITRE DU DOCUMENT DE SOUMISSION / *BID DOCUMENT NAME:* **TENDER FOR 2026-2027 SUPPLY OF: CRUSHED ROCK, GRANULAR (QUARRIED) SAND, REGULAR SAND, WINTER SAND, QUARRY STONE FOR SIDEWALKS (WINTER) AND COLD PATCH.**

NUMÉRO DU DOCUMENT DE SOUMISSION (LE CAS ÉCHÉANT) / *BID DOCUMENT NUMBER (IF APPLICABLE) :* **26-F18-20**

1. J'ai (nous avons) examiné toutes les conditions indiquées dans les formules comprises dans le présent dossier de soumission / *I/We have reviewed all terms and conditions of all forms included as part of this bid package.*

2. J'ai (nous avons) lu toutes les conditions indiquées dans les formules comprises dans le présent dossier de soumission et j'en comprends (nous en comprenons) le sens. */ I/We have read and understood all terms and conditions of all forms included as part of this bid package.*

3. Je m'engage (nous nous engageons), si notre soumission est acceptée, à satisfaire à toutes les exigences fixées à l'égard du soumissionnaire titulaire et décrites dans les formules de soumission, dans le délai prescrit et selon le format exigé. / *I/We understand that if our bid is chosen, all requirements of the successful Bidder as outlined in this bid forms will be completed by the time and in the format required.*

Fait à / *Dated at* _____ ce / *this* ____ jour de / *day of* _____ 20__.

_____
Témoin / *Witness*

_____
Signature de la personne autorisée et sceau de la société (le cas échéant) /
Signature of Authorized Person and Corporate sealed (if a corporation)

_____
Poste / *Position*

_____
Signature (dans le cas d'un particulier, et non dans le cas d'une société) /
Signature (if an individual – not a corporation)

DIVISION 2 - GENERAL CONDITIONS

1. DEFINITION OF AUTHORITY

a) Wherever the word "Corporation" appears in this contract, it shall be interpreted as meaning the "Department of Public Works of the Corporation of the Town of Hawkesbury".

2. STANDARDS

a) All material shall be complying to the Ontario Provincial Standard Specifications dated November 2013.

b) The gradation requirements for Granular "A" are modified as follows:
   i) 100% of material supplied must pass 22.4 mm sieve.

c) The gradation requirements for the <106 mm material are as follows:
   i) Material supplied to be full output from crushing operation - 100% of material must pass a <106 mm sieve. Percent passing 75 mm sieve 0-8-(10%). Material must be well graded and readily able to be compacted. If not, blending material must be supplied and blended by Contractor.

d) All-natural material must be produced in a **limestone quarry**.

e) All material shall be produced and stockpiled as per Ontario Provincial Standard Specifications Number 1000-1 and 1010-1 dated November 2013 and 314-1 dated November 2013.

f) Should material not meet specifications following on site testing, suppliers will be charged the testing fees and all removal and reinstatement fees. Unsatisfactory granular shall not be paid for.

3. SCOPE OF WORK & GENERAL PROVISIONS

a) Supply crushed rock, granular (quarried) sand, winter sand, regular sand, quarry stone for sidewalks (winter) and cold patch as per tender document.

b) Contractors must load the Town's trucks or hired trucks promptly upon arrival at the quarry.

c) The award of contract will be given to the Bidder with the lowest **total unit price delivered.**

d) It is proposed to haul the material to the locations shown with the Town's trucks or hired trucks.

e) When the total cost is identical between more than one Contractor, the award of the

contract will be given to the Contractor that has the closest quarry to the centre of the work site (identified by the Town).

4. CONTRACTOR'S LIABILITY

a) The Contractor shall be responsible for all damages caused by him or his employees, agents or any workers or persons employed by him, or under his control, or arising from the prosecution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used there on or therein, or which may happen by reason of his failure or the failure of those for whom he is responsible, to do or perform any or all of the several acts or things required to be done by him or them under the contract, and agrees to hold the Corporation safe and harmless from any such claims by third parties, including any legal costs incurred by the Corporation in connection therewith on a solicitor/client basis.

b) In the event that the tender is accepted within the time provided and the Bidder's failure to fulfill any of the requirements stipulated herein, or, in the event of any purported withdrawal of the tender within the time limit set forth, the damages sustained by the Corporation as a result of the Bidder's default, shall be assessed as being the difference between the amount of this tender and the estimated cost to the Corporation of having the work done and materials supplied by any other means the Corporation judges appropriate.

5. THIRD PARTY CLAIMS

a) The Corporation shall have the right to retain, out of any monies payable by the Corporation to the Contractor under this contract, the total amount outstanding from time to time of all damage claims by third parties arising out of this contract, which have not been settled by the Contractor or his insurers. For the purpose of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from him or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.

6. LIABILITY INSURANCE

a) Notwithstanding the provisions of this contract and in addition hereto, the Contractor shall provide and maintain at his own expense a policy of insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire period of the contract.

b) **The tender submission shall include a certificate of insurance to produce evidence satisfactory to the Corporation. The policy must contain:**

The successful Tenderer shall provide and maintain during the term of the Contract Commercial General Liability Insurance acceptable to the Corporation of the Town of Hawkesbury and subject to limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss

of use thereof. Such insurance coverage shall not be subject to a deductible limit more than $2,000.00.

The Commercial General Liability Insurance policies shall be in the name of the successful Tenderer and shall name the Corporation of the Town of Hawkesbury as an additional insured there under.

The successful Tenderer shall provide and maintain during the term of the Contract Liability Insurance with respect to owned licensed motor vehicles subject to a limit not less than $5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall not be subject to a deductible limit more than $2,000.00.

The successful Tenderer shall always maintain insurance from the commencement of construction until the expiration of the warranty period. The successful Tenderer shall provide notice in writing to the Corporation thirty (30) days before this policy is altered or cancelled during the period of the contract.

Evidence of insurance satisfactory to the Town shall be provided prior to the commencement of work.

7. ASSIGNMENT OR SUBCONTRACT

a) The whole or any part of the contract arising from this tender may not be assigned or subcontracted without the specific written consent of the Corporation, and, if provided, such subcontract shall incorporate all the terms, conditions and liabilities that can reasonably be applied to the prime contract.

8. TENDER ABILITY AND EXPERIENCE

a) No tender will be considered from any Bidder who is not known to be skilled and regularly engaged in the work of a character like that covered by drawings and specifications. Past work experience with the Corporation of the Town of Hawkesbury and other municipalities will be taken into consideration. In order to aid the Corporation in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Corporation to do so, furnish evidence satisfactory to the Corporation as to the Bidder's experience and familiarity with the work of character specified and his financial ability to execute properly the proposed work to completion within a specified time.