



**MUNICIPALITY OF SOUTHWEST MIDDLESEX**

**INFORMATION TO BIDDERS**

**TENDER REQUIREMENT SUMMARY**

CONTRACT NAME: **SUPPLY AND PLACE GRANULAR MATERIALS**

TENDER CLOSING DATE: **12:00 NOON, WEDNESDAY March 31, 2010**

OWNER: **MUNICIPALITY OF SOUTHWEST MIDDLESEX**

ADDRESS: **153 McKELLAR STREET, GLENCOE, ON. NOL 1MO**

TENDER DEPOSIT: **10% OF BID**

COMPLETION DATE: **(ITEMS 1 & 2) BY MAY 28, 2010**

LIQUIDATED DAMAGES: **(ITEMS 1 & 2) - AS SPECIFIED IN TENDER**

**FinanceAccounting/F18/PublicWorks/2010GranularTender**

**FORM OF TENDER AND AGREEMENT**  
**INFORMATION TO TENDERERS**  
**FOR**  
**SUPPLY AND PLACE GRANULAR MATERIALS**

**LOCATION:**

Various locations throughout the Municipality of Southwest Middlesex as indicated on attached map.

**SCOPE OF WORK:**

- 1) The supply and application of specified granular materials to various gravel roads throughout the Municipality of Southwest Middlesex.
- 2) The supply of specified granular material for stockpiling at the two specified works garages located within the Municipality of Southwest Middlesex.
- 3) The supply of specified granular materials to various sites on an as needed basis throughout the Municipality.

**MATERIALS:**

The contractor will be required to supply certain granular materials, as outlined in the form of Tender.

Material must comply with Ontario Provincial Standard Specification (OPSS), 1010 April 2004, OPSS 1004 November 2006, OPSS 1001 November 2005.

## MUNICIPALITY OF SOUTHWEST MIDDLESEX

### FORM OF TENDER AND AGREEMENT

#### INSTRUCTIONS TO TENDERERS

#### FOR

#### SUPPLY AND PLACE GRANULAR MATERIALS

1. Sealed tenders clearly marked as to contents "**Gravel Tender**" will be received by the Administrator/Clerk at the Municipal Office, 153 McKellar St., Box 218, Glencoe, ON, N0L 1M0, until 12:00 NOON, E.D.S.T. Wednesday, March 31, 2010.
2. The required bid deposit shall be in the form equal 10% of the total tender amount and shall be in the form of a certified cheque payable to the Municipality of Southwest Middlesex.
3. Further information is available from the Public Works Manager, Jaime Francisco at (519) 287-2015 or his mobile number at (519) 494-1946.
4. Tenders shall be submitted on the forms provided. Any alterations or qualification or inaccuracy on the Form of Tender and Agreement or failure to complete will render the tender liable to rejection by the Municipality. Acceptance of the tender by the Municipality shall constitute a formal binding contract when signed by the Municipal Officials.
5. The tender is structured to allow the Contractor to bid on any one item, or all items, which ever is preferred.
6. The Contractor shall give the Public Works Manager forty-eight hours notice prior to commencement of the contract.
7. Failure by the Contractor to commence or complete the Contract, unless otherwise approved, in accordance with the Specifications, may result in forfeiture of the 10% bid deposit certified cheque.
8. Type and size of major equipment to be used for the contract are to be listed in Schedule "A" of Form of Tender and Agreement.
9. Work experience in similar type of contracts to be listed in Schedule "B" of Form of Tender and Agreement.
10. If the Contractor intends to sub-contract a portion of the work, he shall list the work to be sub-contracted in Schedule "C" of the Form of Tender and Agreement.

11. The Contractor acknowledges that he has examined all specifications relevant to the Contract, and is fully acquainted with the actual conditions and the same as shown or represented in the said specifications and that he has full understanding of the difficulties regardless of the conditions, the site or its surroundings, to complete the work to the satisfaction of the Municipality of Southwest Middlesex, for the compensation agreed upon and assume full and complete responsibility thereof. The Contractor represents that he has the special qualifications for doing the work.

**INSURANCE:**

12. The Contractor or Contractors shall provide and pay for Contractor's Liability Insurance as follows:
  - A. Comprehensive General Liability and Property Damage Insurance, including Broad Form Property Damage, completed operations, products, personal injury, death, contractor liability, with a limit not less than **\$2,000,000.00** per inclusive occurrence.
  - B. Contractor shall maintain a standard auto insurance policy and non-owned automobile insurance policy covering \$1,000,000.00 inclusive limit for personal bodily injury and property damage.
  - C. All certificates of insurance policies shall be filed with the Municipality of Southwest Middlesex. All insurance shall be maintained until completion of work.
  - D. Contractor will be required to sign a **HOLD HARMLESS AGREEMENT** protecting the Municipality of Southwest Middlesex and its employees from any loss, whatsoever, in connection with the Contract.
13. In the event of delay in the completion of Items 1 & 2 of the Contract beyond the period herein described or beyond the period to which such time may be extended by the Municipality, the sum of fifty dollars (\$50.00), or one-half percent of the contract price, whichever is greater for each and every calendar day (excluding Sunday) that the time consumed is said performance and completion extends beyond the final date herein prescribed and this sum will be considered "Liquidated Damages" that the Municipality will suffer by reason said delay and default. Said sum or sums, in view of the difficulty of ascertaining the losses of which the Municipality will suffer by reason of delay in performance of the said works is hereby agreed upon, fixed and determined by the parties hereto as the "Liquidated Damages" that the Municipality will suffer by reason of said delay and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract.

14. Payments will be ongoing, as the granular materials are delivered and the Contractor or Contractors invoice the Municipality.

15. Payment adjustments for changes in the Fuel Price Index:

The Municipality will adjust the payment to the Contractor's unit price for materials based on the price index calculated by the Ministry of Energy and Infrastructure. The Price Index is published monthly for each calendar month and will reflect the previous month's price. Contractors must use this index when calculating monthly invoices.

When the Monthly Fuel Price Index - advertising month fuel price is positive, the Contractor will receive a payment.

When the month Fuel Price Index – advertising month fuel price is negative, the Municipality will receive a credit.

The Contract will show the fuel price adjustment as a line item on each invoice. The item will be called "Fuel Price Adjustment".

16. All Contractors shall have coverage under the Workmen's Compensation Board for all work tendered.

### **CONDITIONS:**

The undersigned agrees to supply approximately 17,000 tonnes to the roads of the former Township of Mosa and approximately 17,000 tonnes to the roads of the former Township of Ekfrid.

The undersigned agrees to supply 100% of the gravel in Item numbers 1 & 2 (if selected) prior to **May 28, 2010**, or as directed by the Public Works Manager or his/her designate.

A minimum of 1,500 tonnes per day must be spread.

Spreading to be completed at one area (former Township) before beginning spreading at another area (former Township).

The Municipality reserves the right to check weights at any time.

Material to be spread on various roads throughout the former Townships as directed by the Public Works Manager or his/her designate.

Trucks to be used must be bottom dump hoppers with cab control in working order for spreading.

**NOTE:**      **SPREADING WILL ONLY TAKE PLACE between the hours of 7:30 a.m. and 3:30 p.m., Monday to Friday, at the discretion of the Public Works Manager, or his designate. If the Contractor wishes to extend the normal working hours, all overtime expenses incurred by the Municipality will be reimbursed by the Contractor.**

A certified cheque in the amount of 10% of the quote must accompany the quote.

Approximately 500 tonnes of 3\4" "A" gravel to be delivered to the Appin Works Garage in Appin for stockpiling.

Approximately 500 tonnes of 3\4" clear crushed stone to be delivered to the Appin Works Garage in Appin for stockpiling.

Approximately 500 tonnes of 3\4" "A" gravel to be delivered to the Glencoe Works Garage in Gencoe for stockpiling

Approximately 500 tonnes of 3\4" clear crushed stone to be delivered to the Glencoe Works Garage in Glencoe for stockpiling.

***Tender quotes must be in an envelope clearly marked "Gravel Tender".***

Lowest or any one particular quote not necessarily accepted and actual amounts purchased by the Municipality may vary from those amounts quoted.

The successful Contractor for item #1 & #2 is required to supply and install one of their two-way radios in one of the Municipality's Graders to improve communications.

To provide more continuity to the job, the Municipality requests that the same drivers, if possible, be used for the entire spreading of the 5/8" "M" gravel.

A price to be quoted at the same time for stone supplied as needed by the Works Department at various locations for spring break up with the cost of this stone not to be included in the total quote.

**WEIGH SLIPS MUST BE SIGNED FOR EACH LOAD BY MUNICIPAL STAFF.**

**SPECIFICATIONS:**

- The stone content of the granular “M” crushed gravel shall be at least 60%.
- The “M” gravel shall be 5\8” crushed “M” gravel.
- The clear stone shall be 3\4” clear crushed stone.
- The “A” gravel shall be 3\4” crushed gravel.
- All material must conform to the Ontario Provincial Standards and Specifications (OPSS), 1001, 1004, 1010. Copies are available at the Municipal Office upon request.
- Test results of the “M” gravel will be submitted to the Municipality on a weekly basis or as required by the Municipality.
- The Municipality reserves the right to increase or decrease quantities by 10%.

**FORM OF TENDER AND AGREEMENT**  
**SUPPLY OF GRANULAR MATERIALS**  
**MUNICIPALITY OF SOUTHWEST MIDDLESEX**

TO: Mayor and Council – Municipality of Southwest Middlesex

The undersigned, having carefully examined the specifications and location of the work and understanding all conditions hereby offers to enter into a contract to supply and where warranted apply all materials for the said Municipality, complete and ready to use in accordance with specifications on file at the office of the Municipality which specifications form the basis of the proposal for the following process:

**We understand that the Municipality may accept tenders for the tenders for the complete works or a portion thereof as set out above and that the lowest or any tender may not necessarily be accepted.**

We the undersigned hereby tender to supply and apply all materials and labour as specified and required within this tender.

If awarded this contract (Items # 1 & 2) the contractor agrees this portion must be fully completed (100%) on or before May 28, 2010.

**The Tender shall enclose the following:**

- a) A Certified cheque of \$  representing the bid deposit as specified in the "Instructions to Tenderers".
- b) Insurance Certificate of Liability in the amount of not less than \$2,000,000.00 for each and every occurrence.
- c) A Certificate of Clearance from the Workmen's Compensation Board stating that all compensation has been paid. (To be submitted prior to starting work and upon completion of the contract.)

The Tenderer shall also complete the following section:

**OFFERED ON BEHALF OF THE CONTRACTOR**

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Seal if Incorporated**

**ACCEPTED ON BEHALF OF THE MUNICIPALITY OF SOUTHWEST MIDDLESEX**

**MAYOR** \_\_\_\_\_

**Administrator/  
Clerk** \_\_\_\_\_

**Date** \_\_\_\_\_

**SUPPLY OF GRANULAR MATERIALS CONTRACT**  
**HOLD HARMLESS AGREEMENT**

The Contractor covenants and agrees to indemnify and save harmless the Municipality of Southwest Middlesex of and from all claims, demands, actions and causes of actions which may arise or exist, as a result of the work and undertaking of the Contractor.

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Authorized Signature

Seal if Incorporated

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Dated

**SUPPLY OF GRANULAR MATERIALS**

**FORM OF TENDER**

**Schedule "A" – Major Equipment**

The following equipment is proposed for use on this tender:

<b><u>TYPE</u></b>	<b><u>YEAR OF MANUFACTURE</u></b>	<b><u>DESCRIPTION (i.e. size)</u></b>
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**Schedule "B" – Work Experience**

The following Granular Materials were recently supplied by our firm:

<b><u>LOCATION</u></b>	<b><u>DATE COMPLETED</u></b>	<b><u>TYPE &amp; VOLUME OF GRAVEL SUPPLIED</u></b>
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**Schedule "C" – Sub-Contractors**

The following are proposed sub-contractors for portions of the tender listed:

<b><u>ITEM #</u></b>	<b><u>SUB-CONTRACTOR</u></b>
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**MUNICIPALITY OF SOUTHWEST MIDDLESEX**

**SUPPLY OF GRANULAR MATERIALS**

**SCHEDULE OF ITEMS AND PRICES**

**ITEM NO. 1**

17,000 tonnes more or less of 5\8" "M" gravel to be delivered and spread on the former Township of Ekfrid roads.

Unit price per\tonne \$\_\_\_\_\_ x 17,000 tonnes = \$\_\_\_\_\_

**ITEM NO. 2**

17,000 tonnes more or less of 5\8" "M" gravel to be delivered and spread on the former Township of Mosa roads.

Unit price per\tonne \$\_\_\_\_\_ x 17,000 tonnes = \$\_\_\_\_\_

**ITEM NO. 3**

500 tonnes more or less of 3\4 " clear crushed stone to be delivered to the Appin Works Garage for stockpiling.

Unit price per\tonne \$\_\_\_\_\_ x 500 tonnes = \$\_\_\_\_\_

**ITEM NO. 4**

500 tonnes more or less of 3\4 "clear crushed stone to be delivered to the Glencoe Works Garage in Glencoe for stockpiling.

Unit price per\tonne \$\_\_\_\_\_ x 500 tonnes = \$\_\_\_\_\_

**ITEM NO. 5**

500 tonnes more or less of 3\4" crushed "A" gravel to be delivered to the Appin Works Garage for stockpiling.

Unit price per\tonne \$\_\_\_\_\_ x 500 tonnes = \$\_\_\_\_\_

**ITEM NO. 6**

500 tonnes more or less of 3\4" crushed "A" Gravel to be delivered to the Glencoe Works Garage in Glencoe for stockpiling.

Unit price per\tonne \$\_\_\_\_\_ x 500 tonnes = \$\_\_\_\_\_

**ITEM NO. 7 (SEPARATE)**

500 tonnes more or less of 3\4" clear crushed stone supplied as needed to the Works Department for spring break up with the cost of this item **not** to be included with the Total Gravel Tender Quote. Stone to be delivered to various sites within the Municipality.

Unit price per\tonne \$\_\_\_\_\_ x 500 tonnes = \$\_\_\_\_\_

**SOURCE LOCATION**

The gravel source (pit) must be specified.

"M" GRAVEL \_\_\_\_\_

"A" GRAVEL \_\_\_\_\_

**TOTAL GRANULAR (GRAVEL) QUOTE**

ITEM #1 \$ \_\_\_\_\_

ITEM #2 \$ \_\_\_\_\_

ITEM #3 \$ \_\_\_\_\_

ITEM #4 \$ \_\_\_\_\_

ITEM #5 \$ \_\_\_\_\_

ITEM #6 \$ \_\_\_\_\_

**SUBTOTAL** \$ \_\_\_\_\_

G.S.T. \$ \_\_\_\_\_

P.S.T. \$ \_\_\_\_\_

**TOTAL INCLUDING APPLICABLE TAXES** \$ \_\_\_\_\_