



**MUNICIPALITY OF SOUTHWEST MIDDLESEX**

**INFORMATION TO BIDDERS**

**TENDER REQUIREMENT SUMMARY**

**CONTRACT NAME: DUST CONTROL TENDER**

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

**OWNER: MUNICIPALITY OF SOUTHWEST MIDDLESEX**

**ADDRESS: 153 McKELLAR STREET,  
GLENCOE, ON. P.O. BOX 218, NOL 1MO**

**TENDER DEPOSIT: 10% OF BID (Due upon being awarded)**

**COMPLETION DATE: ON OR BEFORE JUNE 18, 2010**

**LIQUIDATED DAMAGES: \$50.00 PER DAY PAST DATE OF COMPLETION**

**FinanceAccounting/F18/PublicWorks/2010DustControlTender**

**FORM OF TENDER AND AGREEMENT**  
**INFORMATION TO TENDERERS**  
**FOR**  
**DUST CONTROL**

**LOCATION:**

The Municipality of Southwest Middlesex, which is comprised of the former Townships of Ekfrid and Mosa.

**SCOPE OF WORK:**

The work to be done is the supply and application of dust suppressant to the Municipality of Southwest Middlesex's gravel roads. The successful contractor agrees to commence works on two (2) days notification and to fully complete the work on or before June 18, 2010 unless otherwise agreed upon by the Public Works Manager or his/her designate. Periodically throughout the summer season, the Municipality may require additional loads of dust suppressant to be applied over and above the original quote. The cost per/liter should be stated, if different from the original quote.

It is the Intention of the Municipality of Southwest Middlesex that dust depressant is delivered to both former Townships' at the same time to be similar to the service they received in the past. The Contractor will be required to supply a minimum of two trucks for the duration of the work.

**MATERIALS:**

For the purpose of this tender, the effective chlorides for dust control purposes are considered to be magnesium and calcium chloride. The Contractor will be required to supply and apply approximately 2,600,000 liters of dust suppressant to the Municipality of Southwest Middlesex's gravel roads at an application rate of 1.5 liters per square meter.

Refer to item numbers one (1) and two (2) on the schedule of tender quotes and prices, pages ten (10) and eleven (11) for the required materials and specified composition of such materials.

## FORM OF TENDER AND AGREEMENT

### INSTRUCTIONS TO TENDERERS

#### FOR

#### DUST CONTROL

### MUNICIPALITY OF SOUTHWEST MIDDLESEX

1. Sealed tenders clearly marked as to contents “**DUST CONTROL**” 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. Upon acceptance and notification, the contractor has fourteen (14) days to submit the required bid deposit. The bid deposit shall be in the form equal to 10 % of the total tender amount and shall be in the form of a certified cheque payable to the Municipality.
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. The Contractor will refer to the Information to Bidders form for the scope of work and materials required and supplied.
5. 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.
6. The successful Contractor agrees to commence work on 2 days (forty-eight hours) notice, unless otherwise agreed upon by the Public Works Manager or his/her designate.
7. Application of the dust suppressant shall take place, between the hours of 7:30 a.m. to 3:30 p.m. Monday to Friday at the discretion of the Public Works Manager. If the contractor wishes to extend the normal working hours of Municipal Employee’s preparing the roads for dust suppressant, the contractor will reimburse overtime expenses incurred by the Municipality.  
To provide more continuity to the job, the Municipality requests that the same drivers, if possible, be used for the entire contract.
8. Failure by the awarded Contractor to commence or complete the Contract, unless otherwise approved, in accordance with the Specifications, may result in forfeiture of the 10% retained certified cheque bid deposit.
9. Type and size of major equipment to be used for the project are to be listed in Schedule “A” of Form of Tender and Agreement.

10. Similar work experience to be listed in Schedule "B" of Form of Tender and Agreement.
11. The Contractor must visit and examine the existing site (if necessary) to determine the extent of the Contract.
12. The Contractor shall provide and pay for Contractors 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 and shall provide that no material change cancellation in insurance shall be made by the Contractor without thirty (30) days prior written approval thereof. All insurance shall be maintained until completion of work.
  - D. Contractor will be required to sign a **HOLDING HARMLESS AGREEMENT** protecting the Municipality of Southwest Middlesex and its employees from any loss, what so ever, in connection with the Contract.

### **LIQUIDATED DAMAGES:**

13. In the event of delay in the completion of the entire 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. Progress payments equal to 80% of the value of the work done and materials incorporated in the work will be made to the Contractor on the written request of the Contractor to the Municipality. An additional 20% will be paid within forty-five days after the final acceptance by the Municipality.

15. The Public Works Manager may require documentary evidence to effect that materials supplied by the contractor comply with the terms of this tender. Such evidence must be in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Public Works Manager. No costs in connection with these tests shall be borne by the Municipality of Southwest Middlesex.
16. Periodically during the application of the dust suppressant, the Public Works Manager or his designate may take samples of product being delivered for testing purposes. The Public Works Manager or his designate will submit such samples to an independent testing lab for analysis.

If the samples meet the terms of this tender the Municipality will pay for the test. If, however, the sample does not meet the terms of this tender, the contractor will incur the cost of the testing, and the Municipality will assume the right to adjust their payment to the contractor by the same percentage shortfall in the strength of the calcium magnesium chloride. This payment adjustment will be on the individual load or all product received to date of testing. Following acknowledgement of receipt of non-specified product, the Municipality has the right to discontinue future shipments and has the right of recourse through the bid deposit at the Municipality's discretion.
17. The Contractor shall repair and make good any damages or faults in the work that may appear as the result of imperfection or defective work done or materials furnished by the Contractor. Nothing herein contained shall be construed as in any way restricting or limiting the liability if the Contractor under the laws of the Country, Province or locality in which the work is being done.
18. Lowest tender received or any tender received – not necessarily accepted by the Municipality of Southwest Middlesex.
19. All Contractors shall have coverage under the Workmen's Compensation Board for all work tendered.
20. 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.

## FORM OF TENDER AND AGREEMENT

### DUST CONTROL

#### 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 provide the said work 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 install all materials and labour as specified and required within this tender.

If awarded this contract, the tender agrees to complete work on or before June 18, 2010.

**Upon the Municipality's acceptance of the tender, the awarded contractor shall forward the following, within fourteen (14) days to the Municipality:**

- 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.

The Tenderer shall also complete the following section :

**OFFERED ON BEHALF OF THE CONTRACTOR**

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

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

\_\_\_\_\_

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

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

**Seal if Incorporated**

**ACCEPTED ON BEHALF OF THE MUNICIPALITY OF SOUTHWESTMIDDLESEX**

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

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

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

**DUST CONTROL**  
**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

**DUST CONTROL**  
**FORM OF TENDER**

**Schedule "A" – Major Equipment**

The following equipment is proposed for use on this project:

| <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 Dust Suppressant works were recently completed by our firm:

| <b><u>LOCATION</u></b> | <b><u>DATE COMPLETED</u></b> | <b><u>LITERS APPLIED</u></b> |
|------------------------|------------------------------|------------------------------|
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**MUNICIPALITY OF SOUTHWEST MIDDLESEX**  
**DUST CONTROL**  
**SCHEDULE OF TENDER QUOTE AND PRICES**

THE FOLLOWING TENDER QUOTE IS FOR:

**SUPPLY AND APPLICATION OF APPROXIMATELY 2,600,000 LITERS OF DUST SUPPRESSANT AT AN APPLICATION RATE OF 1.5 LITERS PER SQUARE METER.**

**ITEM #1**

**PLEASE STATE THE RESPECTIVE COMBINED COMPOSITION OF CALCIUM AND MAGNESIUM CHLORIDE (MINIMUM 18%) BY MASS IN THE SOLUTION BEING TENDERED.**

Percentage of Calcium Chloride \_\_\_\_\_

Percentage of Magnesium Chloride \_\_\_\_\_

**Total Percentage of Chlorides** \_\_\_\_\_

PRICE PER LITER \$ \_\_\_\_\_ x 2,600,000 LITERS

= SUB TOTAL \$ \_\_\_\_\_.

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

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

**GRAND TOTAL = \$ \_\_\_\_\_**

**ITEM #2**

**FOR PRODUCTS CONTAINING LESS THAN 18% CHLORIDES, PLEASE STATE THE RESPECTIVE COMBINED COMPOSITION OF CALCIUM AND MAGNESIUM CHLORIDE BY MASS IN THE SOLUTION BEING TENDERED.**

Percentage of Calcium Chloride \_\_\_\_\_

Percentage of Magnesium Chloride \_\_\_\_\_

**Total Percentage of Chlorides** \_\_\_\_\_

PRICE PER LITER \$ \_\_\_\_\_ x 2,600,000 LITERS

= SUB TOTAL \$ \_\_\_\_\_.

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

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

**GRAND TOTAL = \$ \_\_\_\_\_**

**QUOTES:**

Within 14 days upon acceptance of the tender, the Municipality must receive a bid deposit in the form of a certified cheque from the contractor in the amount of 10% of the quote.

Lowest quote not necessarily accepted and actual amounts purchased by the municipality may vary from those amounts quoted.

The successful contractor agrees to commence works on two (2) days notification and to fully complete the work on or before June 18, 2010, unless otherwise agreed upon by the Public Works Manager or his designate.

Periodically throughout the summer season, the Municipality may require additional loads of Dust Suppressant to be applied over and above the original quote. The cost per/ liter should be stated, if different from the original quote.

Cost per/liter if different (Item #1) \_\_\_\_\_.

Cost per/liter if different (Item #2) \_\_\_\_\_.