



MUNICIPALITY OF SOUTHWEST MIDDLESEX

TENDER REQUIREMENT SUMMARY

TENDER: **SUPPLY AND APPLICATION OF DUST SUPPRESSANTS**

CLOSING DATE: **3:00 pm Friday, March 17, 2023**

OWNER: **MUNICIPALITY OF SOUTHWEST MIDDLESEX**

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

DEPOSIT: **\$5,000**

COMPLETION: **NO LATER THAN JUNE 23, 2023**

**FORM OF TENDER AND AGREEMENT
INFORMATION TO CONTRACTOR FOR
SUPPLY AND APPLICATION OF DUST SUPPRESSANTS**

LOCATION:

The gravel roads of the Municipality of Southwest Middlesex as specified by the Manager of Public Works or his/her designate.

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 23, 2023 unless otherwise agreed upon by the Manager of Public Works or his/her designate.

The Contractor will be required to supply a minimum of two trucks for the duration of the work to ensure service is received across the Municipality by the completion date specified.

MATERIALS:

For the purpose of this tender, the only effective chlorides for dust control purposes are considered to be magnesium chloride and calcium chloride or an approved combination of both.

The Contractor will be required to supply and apply approximately 3,350,000 litres of dust suppressant with a minimum chloride strength of 18% by mass, to the Municipality of Southwest Middlesex's gravel roads at an application rate of 1.5 litres per square metre.

OR

The Contractor will be required to supply and apply approximately 2,450,000 litres of dust suppressant with a minimum chloride strength of 35% by mass, to the Municipality of Southwest Middlesex's gravel roads at an application rate of 1.1 litres per square metre.

OR

The Contractor will be required to supply and apply approximately 6,140,000 litres of dust suppressant with a minimum chloride strength of 18% by mass, to the Municipality of Southwest Middlesex's gravel roads at an application rate of 2.75 litres per square metre.

Refer to item numbers (1) (2) and (3) on the schedule of Tender Items and prices, on pages eleven (11), twelve (12), and thirteen (13) for the required materials and specified composition of such materials. Bidders may submit prices for any or all of the Tender Items.

**FORM OF TENDER AND AGREEMENT
INFORMATION TO CONTRACTOR FOR
SUPPLY AND APPLICATION OF DUST SUPPRESSANTS**

1. Sealed tenders clearly marked as to contents "**SUPPLY AND APPLICATION OF DUST SUPPRESSANTS**" will be received by the CAO at the Municipal Office, 153 McKellar St., Glencoe, ON, N0L 1M0, until 3:00 p.m., Friday, March 17, 2023. Tenders will be opened publicly, at 3:30 p.m. on Friday, March 17, 2023 in the Council Chambers at the Municipality of Southwest Middlesex offices.

TENDER DEPOSIT

2. All tender proposals shall be accompanied by a certified cheque for \$5,000. (Five Thousand) made payable to the Owner, as a guarantee for the execution of the contract.
All tender deposits will be returned to the respective bidders within 10 days after the tenders have been opened except those of the low two bidders, which shall be retained by the Owner until the successful bidder has executed the contract documents.
The tender deposit of the successful bidder will be returned when they have fully complied with the conditions outlined in the tender documents, and the work has commenced within the specified time frame.
3. Further information is available from the Public Works Supervisor, Rob Cole at (519) 287-2015, rcole@southwestmiddlesex.ca.
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 Municipality.

5. The successful Contractor agrees to commence work on 2 days (forty-eight hours) notice, unless otherwise agreed upon by the Manager of Public Works or his/her designate.
6. Application of the dust suppressant shall take place between the hours of 7:15 a.m. to 3:30 p.m. Monday to Friday. If the contractor wishes to extend the normal working hours, approval must be obtained from the Manager of Public Works at his/her discretion. To provide more continuity to the job, the Municipality requests that the same drivers, if possible, be used for the entire contract.
7. It is the intention of this Tender to supply, deliver and apply Dust Suppressants and Road Stabilization products to the various locations in the Municipality. All vehicles delivering product are to be in proper and safe operating condition, and all deliveries must be made by carriers properly licensed, trained, and insured and all loads must be within the gross weight and axle weight laws of the Province. The dust suppressant to the road base shall be applied by a controlled pump for consistent application with the minimum application width of 3.35 metres or approved equivalent.
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 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 **\$5,000,000.00** per inclusive occurrence.

- B. Contractor shall maintain a standard auto insurance policy and non-owned automobile insurance policy covering **\$2,000,000.00** 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 **HOLD HARMLESS AGREEMENT** protecting the Municipality of Southwest Middlesex and its employees from any loss, whatsoever, in connection with the Contract.
12. Payment will be made only for materials signed for at the delivery site. The vendor will be responsible for procuring the required signature from the person in charge at the site. Invoices will be paid within 30 days of the invoice date, unless early payment discounts are available, in which case payment will be made by the discount date.
13. The Manager of Public Works may require documentary evidence to affect 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 Manager of Public Works. No costs in connection with these tests shall be borne by the Municipality of Southwest Middlesex.
14. Periodically during the application of the dust suppressant, the Manager of Public Works or designate may take samples of product being delivered for testing purposes. The Manager of Public Works or 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 products 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.

15. 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.
16. Lowest tender received or any tender received not necessarily accepted by the Municipality of Southwest Middlesex.
17. All Contractors shall have coverage under the Workplace Safety and Insurance Board for all work tendered. The Contractor must ensure compliance with the Occupational Health and Safety Act and indemnify the Municipality of Southwest Middlesex for any failure to do so.
18. The Contractor acknowledges that they have 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 they have 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 they have the special qualifications for doing the work.
19. It is the intention of Southwest Middlesex to follow the following process as closely as possible. However, the Municipality reserves the right to alter this schedule at any time without stating reasons.

March 17, 2023
May 5, 2023
June 25, 2021

Quotation Evaluation
Commence Project
Complete Project

**FORM OF TENDER AND AGREEMENT
SUPPLY AND APPLICATION OF DUST SUPPRESSANTS
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 as set out in this tender document.

We understand that the Municipality may accept 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 contractor agrees to complete work on or before **Friday, June 23, 2023.**

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

- a) Insurance Certificate of Liability in the amount of not less than \$5,000,000.00 for each and every occurrence.
- b) A Certificate of Clearance from the Workmen's Compensation Board stating that all compensation has been paid.

The Contractor 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 SOUTHWEST MIDDLESEX

MAYOR _____

CAO _____

Date _____

The Contractor shall also complete the following section:

**SUPPLY AND APPLICATION OF DUST SUPPRESSANTS
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.

Authorized Signature

Seal if Incorporated

Dated

**SUPPLY AND APPLICATION OF DUST SUPPRESSANTS
FORM OF TENDER**

Schedule "A" – Major Equipment

The following equipment is proposed for use on this project:

TYPE	YEAR	DESCRIPTION (i.e. size)

Schedule "B" – Work Experience

The following Dust Suppressant works were recently completed by our firm:

LOCATION	DATE COMPLETED	LITRES APPLIED

**MUNICIPALITY OF SOUTHWEST MIDDLESEX
SUPPLY AND APPLICATION OF DUST SUPPRESSANTS
SCHEDULE OF TENDER ITEMS AND PRICES**

THE FOLLOWING TENDER PRICE IS FOR:

ITEM #1

**SUPPLY AND APPLICATION OF APPROXIMATELY 3,350,000 LITRES OF
DUST SUPPRESSANT AT AN APPLICATION RATE OF 1.5 LITRES PER
SQUARE METRE.**

**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\ LITRE \$ _____ x 3,350,000 LITRES

= SUBTOTAL \$ _____

H.S.T. \$ _____

TOTAL TENDER PRICE = \$ _____

THE FOLLOWING TENDER PRICE IS FOR:

ITEM #2

SUPPLY AND APPLICATION OF APPROXIMATELY 2,450,000 LITRES OF DUST SUPPRESSANT AT AN APPLICATION RATE OF 1.1 LITRES PER SQUARE METRE.

FOR PRODUCTS CONTAINING 35% 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\ LITRE \$ _____ x 2,450,000 LITRES

= SUBTOTAL \$ _____

H.S.T. \$ _____

TOTAL TENDER PRICE = \$ _____

THE FOLLOWING TENDER PRICE IS FOR:

ITEM #3

SUPPLY AND APPLICATION OF APPROXIMATELY 6,140,000 LITRES OF DUST SUPPRESSANT AT AN APPLICATION RATE OF 2.75 LITRES PER SQUARE METRE.

FOR PRODUCTS CONTAINING A MINIMUM OF 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 \ LITRE \$ _____ x 6,140,000 LITRES

= SUBTOTAL \$ _____

H.S.T. \$ _____

TOTAL TENDER PRICE = \$ _____

TENDER:

Bidders may submit prices for any or all the Tender Items.

Lowest Tender 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 23, 2023, unless otherwise agreed upon by the Manager of Public Works or 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/litre shall be firm for the calendar year.