

Municipality of
Bluewater

**TENDER TO SUPPLY, APPLY AND
STOCKPILE GRANULAR “M”**

With ONE (1) Year Optional Renewal

BW-RDS01-2021

DATE & PLACE FOR RECEIVING TENDERS:

Tenders will be received by the Manager of Public Works until
12:00 pm on Friday, January 22, 2021 at:

**The Municipality of Bluewater
14 Mill Avenue, Box 250
Zurich, Ontario N0M 2T0**

INFORMATION TO BIDDERS

1. DATE AND PLACE FOR RECEIVING TENDERS

Tenders will be received by:

Dave Kester, Manager of Public Works
Municipality of Bluewater
14 Mill Avenue, PO Box 250
Zurich, Ontario N0M 2T0

Until: 12:00 p.m. local time, Friday, January 22, 2021

For: To Supply, Apply and Stockpile Granular “M”

2. TENDER DEPOSIT

Every tender must be accompanied by a tender deposit in the form of a certified cheque or bid bond payable to:

Municipality of Bluewater

In the amount of: \$20,000.00

Tenders not accompanied by a certified cheque or bid bond will be considered informal and shall be disqualified.

3. SUBMISSION OF TENDER

Tenders shall be submitted on the forms provided and delivered in an opaque sealed envelope, clearly marked:

Tender to Supply, Apply and Stockpile Granular “M”

Tenders arriving after the stated closing time will not be considered.

4. SECURITIES

The bid deposit cheque of the successful bidder will be retained until satisfactory completion of the spring supply, application and stockpile of Granular “M”. The cheque will then be returned without interest.

Cheques of unsuccessful bidders will be returned within 7 days of Tender Award.

The Municipality of Bluewater intends to recommend award of a tender for Council's consideration on February 1, 2021.

If the successful bidder wishes to file a completed performance bond with the Municipality, it must be signed and sealed by a recognized bonding company, and it must be in the amount of 100% of the total tender amount.

Upon receipt of such bond, the tender deposit will be returned to the contractor.

5. CLARIFICATION

Should a bidder find discrepancies in or omissions from the tender documents, or should there be any doubt as to their meaning, please direct all inquiries or questions to:

Dave Kester, Manager of Public Works
T: 519.236.4351 ext. 221
F: 519.236.4329
E-Mail: PublicWorks@municipalityofbluewater.ca

Should a correction, explanation, or interpretation be necessary or desirable, a written addendum will be issued and posted to the municipal website www.municipalityofbluewater.ca . Addenda, issued during the bidding period, are part of these tender documents.

6. WITHDRAWAL OR QUALIFYING OF TENDERS

A bidder, who has already submitted a tender, may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder for this contract.

A bidder may withdraw their tender at any time up to the official closing time by submitting a letter bearing his signature and seal as in his tender to The Municipality of Bluewater. No emails, telegrams, facsimile or telephone calls will be considered. After the official closing time for receiving of tenders, all tenders received shall be irrevocable.

7. BASIS FOR REJECTION OF TENDER(S)

Tenders may be rejected for one or more of the following reasons:

- a) Bids arriving after the closing time and date as specified in this document
- b) Bids received in a form other than the tender form supplied
- c) Bids not completed in ink or by type
- d) Bids containing any other form of alteration, including but limited to include; strike-out, white-out, etc.
- e) Qualified or conditional bids
- f) Bids not properly signed and sealed

8. RESERVATIONS

The Municipality reserves the right to accept any tender in whole or in part thereof judged most satisfactory, without liability on the part of the Municipality.

The Municipality reserves the right to reject any or all tenders. The lowest or any tender will not necessarily be awarded.

Tenders which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alterations and irregularities of any kind may be rejected as informal.

9. PRICES AND BUDGETS

The Municipality of Bluewater has a strictly defined budget for the work within this contract and reserves the right to change the scope of this contract to bring the tender price within the available budget limits.

Should it be determined that the changes in the scope of the contract are of sufficient magnitude, then the Municipality shall cancel the quotation process, then, at its discretion, commence a new process in order to complete the project within the budget available.

Changes to the scope of this contract, either by changes in scheduling, changes in quantities of work and/or deletion of any part of the work shall not entitle the Contractor to any extra compensation.

The Municipality will not be held responsible for any cost incurred by any bidder associated with preparing or submitting a quotation for this project, should the quotation be rejected or the process cancelled.

10. PAYMENT CHANGE

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.

11. FAILURE TO PERFORM

If, in the opinion of the Municipality, the Contractor refuses or neglects to perform the work required under the contract in an orderly manner and without delay, then the Municipality of Bluewater may cancel the contract by twenty-four (24) hours written notice.

The said Municipality shall have the full right and power at its discretion, without process of action at law, to take possession of the whole work remaining at the time of notice of cancellation and to re-let the same to any other person, persons, or Company, with or without previous advertisements.

The Contractor shall be liable for all damages, expenditure and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof, together with the penalties from the date fixed for the completion of the work.

12. INSURANCE

A certificate of insurance or a certified copy of the Contractor’s policy shall be provided showing coverage for at least the following limits:

- i. Comprehensive liability insurance providing bodily injury limits of at least \$5,000,000 per person and accident, and providing for property damage of at least \$5,000,000 in any one accident. The Municipality of Bluewater shall be named as an additional insured party on such policies.
- ii. Insurance as in i. above for all licensed motor vehicles operated by or on behalf of the bidder.

The liability insurance shall be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse during the duration of the contract without 30 days prior written

notice to the Municipality of Bluewater. The insurance policy shall not contain any deductible amounts and shall remain in effect until the contract has been terminated.

13. WORKPLACE SAFETY AND INSURANCE

It is the obligation of any successful bidder to comply with all requirements of the Workplace Safety and Insurance Board Act. Bidders must certify that all employees, officers, agents and subcontractors are covered under the Act.

A WSIB Certificate shall be supplied before work commences and updated every 60 days in compliance with the Act. Failure to supply or update this certificate as required is cause for termination of the contract.

Both the Municipality of Bluewater and the Contractor have obligations under the Workplace Health and Safety Act to ensure that work sites are safe and that accidents are prevented.

The successful Contractor shall provide a copy of the company’s safety policy manual before commencing the work. The Contractor will be responsible for the ongoing safety and security of the job-site.

In the event of a serious or recurring problem, a notice of non-compliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risks.

Disregard for any requirement of the Workplace Health and Safety Act may be caused for the issuance of a stop work order or even termination of the contract.

SPECIFICATIONS

1. SCOPE OF WORK

This specification covers the Municipality’s requirements for the supplying, crushing, loading, hauling, placing, spreading and stockpiling approximately 31,250 tonnes of granular class “M” on Municipal roadways and at Municipal storage sites.

All materials must be weighed in accordance with OPSS 102. The contractor shall be responsible for supplying scales, weighman, tickets and summary sheets.

The Contractor must supply materials at a rate of delivery as requested by the Manager of Public Works or his/her designated, generally with rates of delivery not being less than 2,000 tonnes per working day.

Should the Contractor, due to faulty equipment, unsatisfactory materials or methods of work, or slow supply, prolong the period of this contract for the supply of material described above, the Municipality may deduct from the final payment the cost of keeping Municipal personnel and equipment tied up for the excess period of time, at a rate of \$500.00 per day or part thereof.

Application rates will be supplied to the Contractor upon project commencement.

2. MATERIALS

Aggregates shall satisfy the requirements of OPSS 1001 and OPSS1010 and shall consist of hard, uncoated cubical fragments produced from rock or boulders of uniform quality and shall be free from lumps of clay. Materials shall be subject to sampling and testing at all times. Aggregates shall satisfy the requirements of Table 2, OPSS 1010 and shall be granular class “M”.

The successful vendor will provide to the Municipality, prior to application or supply of material as well as mid-way through the supply of material, a sieve analysis conducted by a laboratory which is accredited for aggregate testing, which identifies the aggregate to be used has satisfied the requirements of Table 2, OPSS 1010 and shall be granular class “M”.

The Municipality may conduct sieve analysis from time to time during the life of this contract and if the material is found not to meet the attached specifications, the costs for this analysis will be deducted from payments to the Contractor and the Municipality will obtain their aggregate requirements from another source until such time as the successful bidder proves, by way of independent analysis, (payable by Contractor) that his material complies with specifications.

3. PLACING OF MATERIALS

All granular materials shall be spread in a uniform layer over the road as directed by the Manager of Public Works or his/her designate.

Granular “M” application is expected to commence on April 19th, 2021. The Contractor shall work diligently toward completion of the work and shall be complete not later than June 18th, 2021.

4. STOCKPILING OF MATERIALS

All granular materials shall be delivered to the stockpiling site by trucks capable of spot dumping.

Granular “M” application is expected to commence on April 19th, 2021. The Contractor shall work diligently toward completion of the work and shall be complete not later than June 21st, 2021.

5. BASIS OF PAYMENT

The unit price bid for granular materials shall be compensation in full for performing the work specified including the supply of all labour, equipment and materials necessary to supply, deliver and place granular class “M” to the satisfaction of the Manager of Public Works or his/her designate.

Payment for granular materials will include only those materials delivered with accompanying weigh tickets. All payments shall be made based on tonnage, with such method of weighing materials for payment conforming to the requirements of OPSS 102.

Payments based on truck box measurement and/or cubic yard measurement will be permitted.

6. COMPACTION AND DUST CONTROL

Compaction under the terms of this tender is not required.

Dust control measures under the terms of this tender is not required.

7. LOCATIONS AND DESCRIPTIONS (ROADS)

For the supply and application of 29,750 tonne of granular “M” to various municipal roads generally described as those roads East of Babylon Line in the Wards of Stanley and Hay.

ROAD NAME:	FROM:	TO:	DISTANCE (KM'S):	TOTAL TONNAGE:
HAY WARD (applied)				
Bells Line	Kippen Road	McDonald Road	10.06	3750
McDonald Road	Bells Line	Highway4	3.22	1400
Hurondale Road	Ausable Line	Highway 4	3.22	1400
Walnut Road	Parr Line	Highway 4	6.04	1500
Fansville Line	Staffa Road	Highway 84	4.02	1000
Rodgerville Road	Babylon Line	Highway 4	8	3000
Parr Line	Highway 84	Highway 83	8.05	2000
Ausable Line	North limits	Hurondale Road	4.02	1000
McDonald Road	Bells Line	Babylon Line	4.02	1000
			Hay Ward Total	16,050
STANLEY WARD (applied)				
Kippen Road	Parr Line	Airport Line	4.02	1600
Staffa Road	Babylon Line	Highway 4	6.83	2200
Centennial Road	Babylon Line	Airport Line	4.02	1200
Pavillion Road	Babylon Line	Bannockburn Line	4.02	500
Roman Road	Bannockburn Line	Highway 4	4.02	1200
Short Horn Road	Bannockburn Line	Highway 4	4.02	1200
Vanastra Road	Bannockburn Line	Airport Line	2.01	500
Vanastra Road	Airport Line	Highway 4	2.01	800
Gulley Line	Staffa Road	Centennial Road	2.01	500
Bannockburn Line	Centennial Road	Mill Road	4.02	1000
Bannockburn Line	Mill Road	Vanastra Road	6.44	2400
Brucefield/Varna/Smirnoff Line				600
			Stanley Ward Total	13,700
			Total Tonnage (applied)	29,750
STOCK PILE				
Hay Stock (stock pile)				500
Stanley Stock (stock pile)				1,000
			Total Stock Pile	1,500

**Grand Total:
Applied and Stock 31,250**

**Application rates will be supplied to the Contractor upon project commencement.

8. LOCATIONS AND DESCRIPTIONS (SITES)

Supply, deliver and stockpile 1,000 tonne of granular “M” to the Stanley Roads Shed & Complex located on Mill Road, Varna Ontario.

AND

Supply, deliver and stockpile 500 tonne of granular “M” to the Hay Roads Shed located on Blind Line, Zurich Ontario.

9. Option for Provisional Items

Additionally, optional bids can be provided for the supply and application of 31,830 tonnes of granular “M” to various municipal roads generally described as those roads West of Babylon Line in the Wards of Stanley and Hay in 2022 as well as the stockpile supply as described in item 8. 2022 Granular “M” application is expected to commence on April 18th, 2022. The Contractor shall work diligently toward completion of the work and shall be complete not later than June 20th, 2022.

ROAD NAME:	FROM:	TO:	DISTANCE (KM'S):	TOTAL TONNAGE:
HAY WARD (applied)				
Rodgerville Road	Bronson Line	Parr Line	6.17	1600
Pepper Road	Shipka Line	Babylon Line	8.18	2000
Macdonald Road	Shipka Line	Babylon Line	8.24	2300
Danceland Road	Bluewater Hwy	Blind Line	7.15	1300
Kippen Road	Bluewater Highway	Parr Line	9.72	4800
Blind Line	Kippen Road	Zurich-Hensall Road	4.03	1800
Danceland Road	Bluewater Highway	Blackbush Line	2.0	800
Blackbush Line	Kippen Road	Zurich-Hensall Road	4.07	400
Sararas Road	Bluewater Highway	Blackbush Line	2.82	900
Hendrick Road	Bluewater Highway	Shipka Line	1.45	500
Schadeview Road	Bluewater Highway	Shipka Line	2.34	400
Shipka Line	Pepper Road	Dashwood Road	4.22	1600
Turnbull's Road	Bluewater Highway	Dashwood Road	1.55	600
			Hay Ward Total	19,000
STANLEY WARD (applied)				
Staffa Road	Bluewater Highway	Parr Line	9.31	2200
Tower Line	Staffa Road	South Limit	0.76	200
Centennial Road	Bluewater Highway	Parr Line	8.76	3000
Durand Huronview Road	Bluewater Highway	West Limit	1.23	500
Crest Road	Bluewater Highway	West Limit	1.13	400
Sugarbush Road	Bluewater Highway	West Limit	1.09	400
Pavillion Road	Bluewater Highway	Parr Line	8.35	2000
Ravine St	Pavillion Road	Elm Crescent	0.25	200
Maple Court	Ravine Street	West Limit	0.17	100
Elm Crescent	Ravine Street	Southwest Limit	0.25	100
Spruce Court	Elm Crescent	South Limit	0.11	100
Blue Bluff Road	Bluewater Highway	Bronson Line	2.64	500

The Municipality of Bluewater –Tender to Supply, Apply and Stockpile Granular “M” With ONE (1) Optional Year Renewal

Westdell Drive	Bluewater Highway	Talbot Crescent/Elgin Ave	1.26	400
Talbot Crescent Elgin Ave	Westdell Drive/Elgin Ave Westdell Drive/Talbot Crescent	West Limit West Limit	0.50 0.29	200 100
Roy Street	Staffa Road	Bedard Court	0.33	150
Bedard Court	Roy Street	West Limit	0.07	40
Barbara Street	Roy Street	West Limit	0.12	40
Ann St	Staffa Road	Roy Street	0.25	100
Crystal Springs Road	Bronson Line	Goshen Line	2.46	700
Wildwood Line	Crystal Springs Road	Mill Road	1.0	400
Bronson Line	Crystal Springs Road	Mill Road	1.21	400
Woodland Drive/David Street/Lidderdale Street, Elliott Street/Lagoon				600
		Stanley Ward Total		12,830
		Total Tonnage (applied)		31,830
STOCK PILE				
Hay Stock (stock pile)				500
Stanley Stock (stock pile)				1,000
		Total Stock Pile		1,500
		Grand Total: Applied and Stock		33,330

FORM OF TENDER

2021

Description	Estimated Quantity	Unit Price (per tonne)	Total
Supply and apply granular “M” to various municipal roads	29,750 tonne	\$	\$
Supply and deliver granular “M” to the Hay Roads yard, Blind Line, Zurich ON	500 tonne	\$	\$
Supply and deliver granular “M” to the Stanley Roads yard, Mill Road, Varna ON	1000 tonne	\$	\$
Subtotal			\$
HST			\$
Total			\$

Option for 1 year Renewal for 2022 Granular “M” Supply

Description	Estimated Quantity	Unit Price (per tonne)	Total
Supply and apply granular “M” to various municipal roads	31,830 tonne	\$	\$
Supply and deliver granular “M” to the Hay Roads yard, Blind Line, Zurich ON	500 tonne	\$	\$
Supply and deliver granular “M” to the Stanley Roads yard, Mill Road, Varna ON	1000 tonne	\$	\$
Subtotal			\$
HST			\$
Total			\$

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Municipality without alteration of the contract price, however, such increase or decrease shall not exceed 20 percent.

Location or source of aggregate _____

I/We (the Contractor) promise to commence work on _____ and to diligently perform the work and to diligently perform the work continuously without undue delay and further promise to complete the work by _____.

By my/our signature hereunder, I/we hereby identify the foregoing as the Specifications on which my/our quotation for gravel for the Municipality of Bluewater is based.

Company: _____ Telephone: _____

Address: _____

Name of Person Signing (print): _____

Signature: _____ Date: _____