



**Municipality of  
Northern Bruce Peninsula**

56 Lindsay Road 5, RR #2, Lion's Head, Ontario, Canada N0H 1W0  
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**MUNICIPALITY OF  
NORTHERN BRUCE PENINSULA**

Tender PW 2024-02  
Surface Treatment

**Closing Date:** Tuesday, March 19, 2024  
11:00 a.m. Local Time

**Tender Opening:** Tuesday, March 19, 2024  
11:05 a.m. Local Time  
Northern Bruce Peninsula Municipal Office  
56 Lindsay Road 5  
Lion's Head, Ontario

**Contact:** Troy Cameron, Public Works Manager  
Municipality of Northern Bruce Peninsula  
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## **Information for Tenderers**

### **Scope of Work**

1. The contractor must comply with the Occupational Health and Safety Act and Regulations and will be responsible for the compliance therewith for any of their drivers or employees while working on this contract.
2. The contractor will supply and ensure that all operators use protective clothing and/or devices as set out in the Occupational Health and Safety Act, 1990 Regulations.
3. The contractor shall abide by all acts, by-laws, and regulations relative to the performance of the work, including performing the duties as a Constructor as defined in the Occupational Health and Safety Act.
4. The Municipality is finding that the HL3/Class 1 aggregate that has been used in the past on the single surface treated roads is too large on some roads to meet satisfactory riding surface for built-up areas. A modified Class 1 aggregate will meet the gradation requirements of a minimum of 80% passing the 7.5 mm screen and retaining 50% of the material at the 6.7 mm screen. The 4.75 mm sieve will have a range of between 0 and 10% passing, similar to the OPS Standard. This material will be commonly referred to by the Municipality as a 5/16" modified Class 1 aggregate.

### **Completion**

Time shall be of the essence of this contract. The Municipality would like to have the surface treatment work, listed as Items 1 and 2 in the Schedule of Unit Prices, completed by Thursday, August 30, 2024.

### **Goods and Services Tax**

1. The total tender price shall include all government custom duties and excise taxes applicable at the time of the execution of the contract.
2. The unit prices shall not include HST. The applicable amount of HST for the entire contract is to be entered as a separate item on the Schedule of Unit Prices page.
3. Prior to execution of the contract, the contractor shall provide its HST Registration Number to the Municipality.

### **Right to Accept or Reject Tender/Sub-Contractors**

1. The Municipality reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the Municipality to do so. In particular, if only one tender is received, the Municipality reserves the right to reject it.
2. The Municipality reserves the right to reject a tender from any person or corporation with whom the Municipality is in litigation.

3. By submitting a tender, the applicant acknowledges that it shall have no claim against, or entitlement to damages from the Municipality by reason of the Municipality's rejection of its bid or all bids.
4. Award is subject to budget limitations. The Municipality makes no representation or guarantee as to the quantity of work to be performed. The Municipality reserves the right to increase or decrease quantities required as municipal budget constraints and Council direction could result in an increase or decrease in quantities.

### **Ability and Experience of Tenderer**

The Municipality does not intend to award the contract to any tenderer who does not furnish satisfactory evidence that the tenderer has the ability and experience required in this class of work and that the tenderer has sufficient capital and plant to execute the work successfully and to complete it in the time required by the contract. The appropriate forms in the Form of Tender must be completed; otherwise, the tender may, but shall not necessarily, be rejected as informal.

### **Tender Deposit and Bonding Requirements**

Every tender must be accompanied by a tender deposit in the form of:

- a) a bid bond or an agreement to bond issued by a bonding agency currently licensed to operate in the Province of Ontario naming the Municipality of Northern Bruce Peninsula as the obligee,
- b) a certified cheque made payable to the Municipality of Northern Bruce Peninsula,
- c) an irrevocable letter of credit naming the Municipality of Northern Bruce Peninsula as the beneficiary,
- d) money orders made payable to the Municipality of Northern Bruce Peninsula, or
- e) Canadian currency,

in the amount of \$25,000.00. The tender deposit of the successful applicant will be retained as performance security until the final acceptance of the work.

### **Insurance**

Prior to execution of the contract, the successful applicant shall provide to the Municipality a Certificate of Insurance or a certified copy of its insurance policy in the amount of \$2,000,000.00 and keep it in place to the end of the warranty period specified under the Warranty section on page 5.

### **Workplace Safety and Insurance Board**

The contractor will provide proof of Workplace Safety and Insurance Board (WSIB) coverage by providing their certificate number or indicate exemption from coverage as per the Workplace Safety and Insurance Board. This certificate number will be provided to the Municipality every three months and the contractor shall maintain coverage throughout the term of the agreement.

If exempt from coverage, proof of exemption, in the form of a letter from WSIB indicating that you do not require the coverage must be provided to the Municipality within 10 business days prior to commencement of the contract.

### **Conflicts and Omissions**

The contractor shall do all work and furnish all material in accordance with the best practice. Neither party to the contract shall take advantage of any apparent error or omission in the plans or specifications, but the Municipality shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of intent of the plans and specifications. Any work or material not herein specified but which may be fairly implied as included in this contract, of which the Municipality shall be the judge, shall be done or furnished by the contractor as if such work or material had been supplied.

### **Basis of Rejection of Tender**

The tenderer shall keep its tender open for acceptance for 30 days after its submission unless its tender has been withdrawn in accordance with item (d) below.

Tenders may be rejected for any one of the following reasons:

- a. Bid received after closing date
- b. Bid received on other than the tender form supplied
- c. Bids not completed in ink
- d. Incomplete bid (all items not bid)
- e. Qualified or conditional bids
- f. Bids not properly signed and sealed
- g. Inadequate tender securities

### **Delivery and Opening**

1. Sealed tenders for Surface Treatment will be received up to 11:00 a.m. Local Time on Tuesday, March 19, 2024, at the following address:  
Municipality of Northern Bruce Peninsula  
56 Lindsay Road 5  
Lion's Head, Ontario N0H 1W0
2. Tender envelopes shall be plainly marked with **Tender PW 2024-02, Surface Treatment**.
3. Tenders shall be submitted on the supplied Form of Tender. The Form of Tender shall be completed in every respect, with all blanks filled in. Tenders must be properly signed and sealed if the tenderer is a corporation; otherwise, the tender may, but shall not necessarily be declared "informal" and rejected.
4. Tenders may be withdrawn by written notice filed at any time prior to the opening of the first tender.
5. Tenders will not be accepted if submitted by facsimile transmission (fax).

**Warranty**

The warranty period is 12 months after total completion of the work.

**Indemnification**

The contractor shall indemnify the Municipality, its officers, employees, and agents from all claims, demands, actions or other proceedings initiated by or arising out of or attributable to anything done or omitted to be done by the contractor, its officers, employees or agents in connection with the services performed or required to be performed under this contract.

## Form of Tender

### Form of Tender

Tender by: \_\_\_\_\_

Residing at (place of business): \_\_\_\_\_

Having Head Office at: \_\_\_\_\_

Hereinafter called the Tenderer, hereby submits this tender to **the Corporation of the Municipality of Northern Bruce Peninsula.**

We, the undersigned, having carefully examined everything necessary to submit this Tender, including without limitation, examination of the site of the work and the conditions pertaining to the work, and all applicable documents and Addenda No. \_\_\_\_\_ to \_\_\_\_\_<sup>1</sup> inclusive (herein collectively called the "Contract Documents") for Surface Treatment (herein called the "Work") will provide and pay for all materials, labour, water, tools, equipment, plant, light, power and services necessary for the execution of the work as called for by the said Contract Documents in the manner prescribed therein and in accordance with the requirements of the Municipality for the amount of \_\_\_\_\_

\_\_\_\_\_ <sup>2</sup> dollars  
(\$ \_\_\_\_\_), which total has been calculated using the Schedule of Unit Prices and estimated quantities attached hereto. We agree that the final valuation of the work will be made on the basis of actual quantities measured on completion of the work at the prices contained in the Schedule of Unit Prices.

The unit prices set out in the Schedule of Unit Prices are to be used for any extra work authorized by the Municipality and for computing payments. We understand that the quantities of work as shown in the Schedule of Unit Prices are subject to increase or decrease and are approximate only; and we offer to do the work, whether the quantities are increased or decreased, at the unit prices stated in the Schedule of Unit Prices.

<sup>1</sup> Insert number for Addenda, if any.

<sup>2</sup> Bring forward total tender price from the Schedule of Unit Prices

**Schedule of Unit Prices**

| No. | Item                               | Unit   | Quantity | Unit Price | Total    |
|-----|------------------------------------|--------|----------|------------|----------|
| 1   | HFMS2 <sup>3</sup>                 | Litres | 192,500  | \$ _____   | \$ _____ |
| 2   | Class 1 Aggregate<br>Tonnes        | Tonnes | 2,100    | \$ _____   | \$ _____ |
| 3   | Provisional - HF-150S <sup>4</sup> | Litres | 33,000   | \$ _____   | \$ _____ |
| 4   | Provisional - Class 2<br>Aggregate | Tonnes | 265      | \$ _____   | \$ _____ |

SUBTOTAL: \$ \_\_\_\_\_

HST (13%): \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

**Anticipated single lift locations**

Forbes Street 1,000 metres  
 Hobson Harbour Drive 2,000 metres  
 Lindsay Road 30 5,000 metres  
 East Road 1,500 metres  
 Dorcas Bay Road 1,000 metres  
 Pine Tree Harbour Road 1,500 metres  
 Cape Hurd Road 5,500 metres

**Anticipated double lift locations (Provisional)**

Miscellaneous 500 metres  
 East Road 500 metres  
 Bradley Drive 500 metres

All locations and quantities are subject to change.

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<sup>3</sup> Oil to have polymer additive

<sup>4</sup> Oil to have polymer additive



**Tenderer’s Experience**

We declare that we have the following experience in similar work which we have successfully completed:

| Year | Description of Contract | For Whom Work was Performed | Value |
|------|-------------------------|-----------------------------|-------|
|      |                         |                             |       |
|      |                         |                             |       |
|      |                         |                             |       |

**List of Senior Staff**

We agree to provide the following senior supervisory staff in carrying out the works:

| Name | Appointment | Qualifications and Experience |
|------|-------------|-------------------------------|
|      |             |                               |
|      |             |                               |
|      |             |                               |

**List of Proposed Sub-Contractors and Suppliers**

| Name | Description | Address |
|------|-------------|---------|
|      |             |         |
|      |             |         |
|      |             |         |

**Time for Completion and Tender Execution**

We agree to fully complete the work of this contract in the following time allotment:

Time for completion: \_\_\_\_\_, 2024.

**Tender Execution**

1. This tender will be irrevocable until the expiry of the acceptance period stipulated in the Basis of Rejection of Tender on page 5 and that failure to leave the tender so open shall result in forfeiture of the tender deposit as liquidated damages; and
2. Notification of acceptance of this tender shall be in writing and may be sent by prepaid post; and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification; and
3. The tender deposit attached herewith shall be forfeited to the Municipality if we fail to provide the Municipality an executed Form of Agreement for the performance of the work within 10 working days of the date of award by the Municipality; and
4. We will commence the work as specified in Article 1 of the Form of Agreement, proceed continuously, and complete all work within the time provided for in the above "Time for Completion"; and
5. The contract work shall be performed in accordance with the terms and requirements of the contract documents; and
6. We and/or our sub-contractors will carry out any additional or extra work (including the supply of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Municipality in accordance with the contract.

We declare that:

1. This tender is made without any connection, comparison of figures or arrangements, with, or knowledge of any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud; and
2. No member of the municipal council, if the owner is a municipality, and no officer or employee of the owner, is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in or in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
*Name of Witness*

\_\_\_\_\_  
*Name of Tenderer*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Authorized Signature of Tenderer<sup>5</sup>*

<sup>5</sup> If the Tender is submitted on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or partnership.

## Special Provisions

Tender Item 1.0 for the supply and application of Emulsions HFMS2 in accordance with OPSS 304.

1. The work for this item shall include without limitation, all labour, equipment, materials, traffic control and incidentals.
2. The payment for this item is price per litre and compensation shall be in full for all related costs, including sweeping.
3. Oil to have polymer additive.

Tender Item 2.0 for the supply, haul, and application of Class 1 aggregate in accordance with OPSS 304.

1. The work for this item shall include without limitation, all labour, equipment, materials, traffic control and incidentals.
2. The payment for this item is price per tonne and compensation shall be in full for all related costs, including the final rolling.

Tender Item 3.0 for the supply and application of HF-150S Emulsion in accordance with OPSS 304.

1. The work for this item shall include without limitation, all labour, equipment, materials, traffic control and incidentals.
2. The payment for this item is price per litre and compensation shall be in full for all related costs, including sweeping.
3. Oil to have polymer additive.

Tender Item 4.0 for the supply, haul, and application of Class 2 aggregate in accordance with OPSS 304.

1. The work for this item shall include, without limitation, all labour, equipment, materials, traffic control and incidentals.
2. The payment for this item is price per tonne and compensation shall be in full for all related costs, including the final rolling.

## **Compliance with Applicable Legislation**

The successful bidder must comply with all applicable municipal, provincial, and federal legislation in the performance of its obligations under any contract or agreement with the Municipality, including but not limited to, the Municipal Freedom of Information and Privacy Act, the Occupational Health and Safety Act, the Ontario Human Rights Code, the Pay Equity Act, the Accessibility for Ontarians with Disabilities Act, and the Workplace Safety and Insurance Act. Upon request, the successful bidder shall provide the Municipality with written reports confirming such compliance.

The successful bidder must ensure that they have the experience, training, and equipment so that all work performed under the contract is done safely and in accordance with all applicable health and safety legislation. The successful bidder acknowledges that they have control over the workplace and are fully responsible for the health and safety of all employees and others present on site.

## **Accessibility Regulations for Contract Services**

All final documents provided to the Municipality must conform to Web Content Accessibility Guidelines (WCAG) 2.0, Level AA. If requested, the successful bidder shall provide written proof that all employees have been trained as required under the Accessibility for Ontarians with Disabilities Act. The successful bidder shall be aware and sensitive to accessibility needs.

The successful bidder shall consider accessibility when purchasing goods or services in accordance with the Municipality's Procurement Policy and incorporate accessible designs and features where possible.

## Third Party Health, Safety and Environment Manual

A copy of this document can be obtained from the Municipal Office.

### Commitment Agreement

This agreement and accompanying health and safety requirements has been prepared to assist you in completing your contracts/projects with the Municipality of Northern Bruce Peninsula.

The requirements, best practices and procedures outlined in this manual are not intended to replace, undermine, or supersede any laws, regulations or liability attached to your contract.

In the event of a conflict between the laws and regulations, you must comply with the governing law or regulation and report the conflict to the appropriate Municipal supervisor or manager.

Contracting company: \_\_\_\_\_

Contact supervisor/manager: \_\_\_\_\_

Contact name: \_\_\_\_\_

Company address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

I/we, \_\_\_\_\_, representing the above, fully understand and have complied with and will continue to comply with, the legal requirements, Procedures and Best Practices of the Municipality of Northern Bruce Peninsula's Third-Party Agreement.

Under this agreement, all employees and subcontractors retained must also comply with the legal requirements, Procedures and Best Practices of the Municipality's Third-Party Agreement.

The contractor ensures that all parties retained to work for the Municipality of Northern Bruce Peninsula are competent and currently certified or qualified to perform their trades/occupations.

The contractor must carry \$2 million liability insurance to bid on any Municipal contracts.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_