



**Municipality of
Northern Bruce Peninsula**

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**MUNICIPALITY OF
NORTHERN BRUCE PENINSULA**

Tender PW 2023-04

For the Supply and Stockpile of Screened Winter Sand
for Winter Sanding for the 2023/2024 Winter Season

Closing Date: Thursday, August 17, 2023
11:00 am. Local Time

Tender Opening: Thursday, August 17, 2023
11:05 am. 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
56 Lindsay Road 5, Lion's Head, Ontario N0H 1W0
Telephone: (519) 793-3522 ext. 232
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General Information

The contractor has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and location of the work to be done under this contract. The contractor understands and accepts the said provisions, plans, specifications and conditions and, for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials except as otherwise specified and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

It is agreed that the tender quantities are estimates only and may be increased or decreased by the Municipality without alteration of the contract price; however, such increase or decrease shall not exceed 15 percent.

Name of contractor: _____

Address: _____

Name of signing authority: _____

Signing authority's signature: _____

Information for Tenderers

Deadline for Submitting Tender

Tenders shall be submitted to the Office of the Municipality of Northern Bruce Peninsula by Thursday, August 17, 2023, at 11:00 am. Local Time

Tender Deposit

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 an amount equal to 20 percent of the total tender.

The tender deposits of all but the lowest two tenderers will be returned within 30 days after the closing date. The tender deposit of the two lowest tenderers will be retained

until a tender has been accepted and the required surety and other documents specified have been accepted.

The tender deposit of the tenderer to whom the contract is awarded shall be forfeited should they fail to provide the satisfactory documents as required.

Tenders not accompanied by a tender deposit will not be accepted.

Basis of Rejection of Tender

Tenders may be rejected for any of the following reasons:

- a. Bids received after the tender closing time and date specified
- b. Bids which are not accompanied by the appropriate tender deposit
- c. Bids received on other than the tender forms supplied
- d. Bids not completed in ink
- e. Incomplete bids
- f. Qualified or conditional bids
- g. Bids not properly signed and sealed

Liability Insurance

The successful tenderer 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 herewith.

Harmonized Sales Tax (HST)

The tenderer will indicate the amount of HST paid under the contract.

Workplace Safety and Insurance Board

The contractor will provide proof of Workplace Safety 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 coverage must be provided to the Municipality within 10 business days of the date of award by the Municipality.

Regulations

The contractor shall be responsible for and shall pay all dues and assessments payable under the Workplace Safety and Insurance Board, Human Resources Development Act or any other act, whether provincial or federal in respect, to all their employees or

operations, and shall upon request, furnish the Corporation with satisfactory evidence that they have complied with the provisions of any act.

The contractor shall abide by all acts, by-laws and regulations relative to the performance of the work.

Completion

Time shall be of the essence. Work is to be completed by Friday, September 29, 2023. The Municipality, at its discretion, may assess a penalty of not more than \$1,000.00 for each calendar day the completion of the contract exceeds the completion date stated herein.

Payments

Following completion of the work, the contractor is to submit an invoice indicating the amount owed by the Municipality of Northern Bruce Peninsula for work performed.

Ontario Provincial Standard Specifications

The Ontario Provincial Standards shall apply to this project as determined by the Public Works Manager.

Damage of Vehicles and Other Equipment

If at any time, in the opinion of the Public Works Manager, damage is being done or is likely to be done to any highway or in any improvement thereon, other than such portions as are part of the work, by the contractor's vehicles or other equipment whether licensed or unlicensed, the contractor shall, on the direction of the Public Works Manager and at the contractor's expense make changes in or substitutions for such vehicles or other equipment, or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Manager.

Loading of Motor Vehicles

Where a vehicle is hauling material for use in the contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the contractor shall not cause or permit such vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the contractor or otherwise.

Financial Obligation

The contractor shall discharge all liabilities incurred by them for labour, materials or services used or reasonably required for use in the performance of this agreement on the date upon which each becomes due and all liabilities incidental thereto.

The contractor will operate the equipment themselves or provide at their own cost, competent operators, and will, when so required any time, furnish evidence satisfactory to the Public Works Manager that all wages due to any such operator have been paid.

Supply and Stockpile of Screened Sand for Winter Sanding

The work shall consist of supplying all screened sand, labour and equipment required to stockpile treated sand by mixing salt with sand.

The Municipality of Northern Bruce Peninsula will be supplying the salt required to complete the work. The salt will be stockpiled at each location listed within the Tender Document and the contractor will be required to mix the materials accordingly before stockpiling in each sand dome.

Highway coarse rock salt shall be mixed thoroughly (4%) by the contractor with screened sand to provide a homogenous mixture. The contractor shall give two weeks' notice prior to commencement of work.

The Municipality reserves the right to perform weight verification over scales at the Municipal Waste Disposal Sites. No additional compensation will be paid for time costs due to weighing of loads. Other methods of weight verification of material will be considered.

The stockpile shall be built with a conveyor to permit the placing of material without compaction and to ensure the proper placing of materials.

The contractor shall take all necessary precautions to avoid damage to paved surfaces.

This item shall be governed by OPSS 1004.

Measurement for payment shall be by the tonne weight with a maximum moisture content of 5%. Measurements are to be verified with tickets from certified scale for each load.

Testing of Materials

Prior to commencing work, the contractor shall make arrangements to have the Municipality sample the material to determine if it is acceptable. No work is to be completed until satisfactory test results are obtained. The initial testing of materials and work shall be at the expense of the owner. Any re-testing required, due to the materials or work not meeting the requirements of the specifications upon the initial testing, shall be at the contractor's expense. The re-testing costs may be deducted from the contractor's invoice by the Public Works Manager.

Schedule of Unit Prices

Item	Spec.	Item Desc.	Unit	Quantity	Unit Price	Total
1.	1004	Supply and Stockpile with conveyor – Winter Sand (4% Mix) (Eastnor Yard)	Tonne	1,700	\$ _____	\$ _____
2.	1004	Supply and Stockpile with conveyor – Winter Sand (4% Mix) (Lindsay Yard)	Tonne	1,700	\$ _____	\$ _____
3.	1004	Supply and Stockpile with conveyor – Winter Sand (4% Mix) (St. Edmunds Waste Disposal Site)	Tonne	1,100	\$ _____	\$ _____

SUBTOTAL: \$ _____

HST (13%): \$ _____

TOTAL: \$ _____

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: _____