



**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 2024-01
for the Supply and Application of 5/8" Granular "A"

Closing Date: Tuesday, March 19, 2024
10:00 a.m. Local Time

Tender Opening: Tuesday, March 19, 2024
10:05 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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Table of Contents

Information for Tenderers	3
Scope of Work.....	3
Completion.....	3
Equipment.....	3
Goods and Services Tax.....	4
Right to Accept or Reject Tender/Sub-Contractors	4
Ability and Experience of Tenderer	4
Tender Deposit and Bonding Requirements	4
Insurance	5
Workplace Safety and Insurance Board.....	5
Basis of Rejection of Tender	5
Delivery and Opening.....	5
Warranty	6
Indemnification.....	6
Form of Tender.....	7
Form of Tender	7
Schedule of Unit Prices – Municipality of Northern Bruce Peninsula	8
Schedule of Unit Prices – County of Bruce	9
Tenderer’s Experience	10
List of Senior Staff.....	10
List of Proposed Sub-Contractors and Suppliers.....	10
Time for Completion and Tender Execution	10
Tender Execution	11
Special Provisions	12
Compliance with Applicable Legislation.....	13
Accessibility Regulations for Contract Services.....	13
Third Party Health, Safety and Environment Manual.....	14
Commitment Agreement	14
Gravel Resurfacing Location – County of Bruce.....	15

Information for Tenderers

Scope of Work

1. This tender is for the supply and application of Granular “A” road maintenance gravel as directed by the Municipality. The contract will be for the 2024 calendar year only. Award is subject to budget approval. Granular “A” material is to meet OPSS.MUNI.1010 Granular “A” Specifications.
2. 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.
3. Hours of Work - No work will be permitted on Northern Bruce Peninsula roads before 7:00 am or after 7:00 pm, Monday to Friday without permission from the Municipality. Work is to be completed and coordinated with the Operations Supervisor(s).
4. The contractor shall abide by all acts, by-laws, and regulations relative to the performance of the work, including performing the duties as a Contractor as defined in the Occupational Health and Safety Act.
5. If the gravel supply source is not from a quarry, the Municipality reserves the right to request further surety and documentation/investigation for the successful completion of the work.
6. Weight verification may be performed on a minimum of two units over municipal scales during gravel delivery to the Eastnor Waste Disposal Site.
7. Material shall be in a stockpile by Tuesday, March 19, 2024. If not, the contractor shall provide an additional 15% security (in addition to the requirements set out in the Tender Deposit and Bonding Requirements) to ensure that the work is completed by Friday, June 7, 2024. Failure to complete the work in accordance with the completion date, as below, may result in forfeiture of the securities.
8. Spreading must not be greater than three inches as to not interfere with motoring public unless otherwise directed by the Municipality.
9. The Municipality may require a sieve analysis be conducted at the contractor's cost.

Completion

Time shall be of the essence of this contract. The Municipality would like the maintenance gravel on the designated roads by Friday, June 7, 2024. This completion date does not apply to the construction gravel requirements.

Equipment

It is hereby understood and agreed that the successful bidder will provide the equipment and personnel to be used for the hauling and application of the Granular “A”. The Municipality will supply the personnel and equipment required to grade the Granular “A” into place on the roadways. The successful bidder may be required to provide varying

sizes of trucks to navigate the roads that have a limited road width, bridge weight restrictions and/or inadequate turn-around areas.

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.
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 gravel 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 an amount equal to 10 percent of the total tender. The tender deposit of the successful applicant will be retained as performance security until the final acceptance of the work. Please also refer to the Scope of Work section on page 3.

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 6.

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.

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 5/8" Granular "A" will be received up to 10:00 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 2024-01, 5/8" Granular "A"**.
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

GC 7.15.02 (a), (b) and (c) are amended to read "3 months" instead of 12 months.

The warranty period is 3 months after the 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 _____¹ inclusive (herein collectively called the "Contract Documents") for 5/8" Granular "A" Tender (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 _____

_____ ² 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.

¹ Insert number for Addenda, if any.

² Bring forward total tender price from the Schedule of Unit Prices

Schedule of Unit Prices – Municipality of Northern Bruce Peninsula

No.	Item	Unit	Quantity	Price	Total
1	*Supply and Apply 5/8" Crushed (Maintenance)	Tonnes	20,000	\$ _____	\$ _____

* Quantities and locations are approximate and may be subject to change.

SUBTOTAL: \$ _____

HST (13%): \$ _____

TOTAL: \$ _____

Price per tonne at pit: \$ _____ (loading included)

The contractor shall indicate on the lines below, the source of the material:

Lot Concession Municipal Area

Lot Concession Municipal Area

Schedule of Unit Prices – County of Bruce

No.	Item	Unit	Quantity	Price	Total
1	Supply and Apply Granular "A" to OPSS Specs (County of Bruce*)	Tonnes	4,500	\$ _____	\$ _____

*Location as per attached

SUBTOTAL: \$ _____

HST (13%): \$ _____

TOTAL: \$ _____

Price per tonne at Pit: \$ _____ (loading included)

The County of Bruce is to be invoiced separately from the Municipality of Northern Bruce Peninsula for any material supplied and applied to its roads under this contract.

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 Tenderer³

³ 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

The supply and application of 5/8" Granular "A" on roads within the Municipality (at a rate and location specified by the Municipality) must be in accordance with OPSS.MUNI.1010 Granular "A" Specifications.

In addition to the above, the contractor shall include in his/her unit price the cost of the following:

1. Weighing of all material in accordance with OPSS 502.
2. Supply a copy of gradation results for the material to be used in the Municipality.
3. Ensure that no action or inaction of the contractor results in a hazard to the public.
4. Takes the necessary action to ensure consistent gradation.
5. A minimum of 1,500 tonnes per day is applied to the roads as specified by the Municipality.
6. Spreading of material shall be at a depth not greater than three inches as to not affect the motoring public unless otherwise directed by the Municipality.
7. All other incidentals necessary for the successful completion of the work.

The general locations and amounts for placement of the 5/8" gravel is listed below. These quantities and locations may vary and are approximate only:

Maintenance – 20,000 tonnes

Approximate locations as per attachment

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.

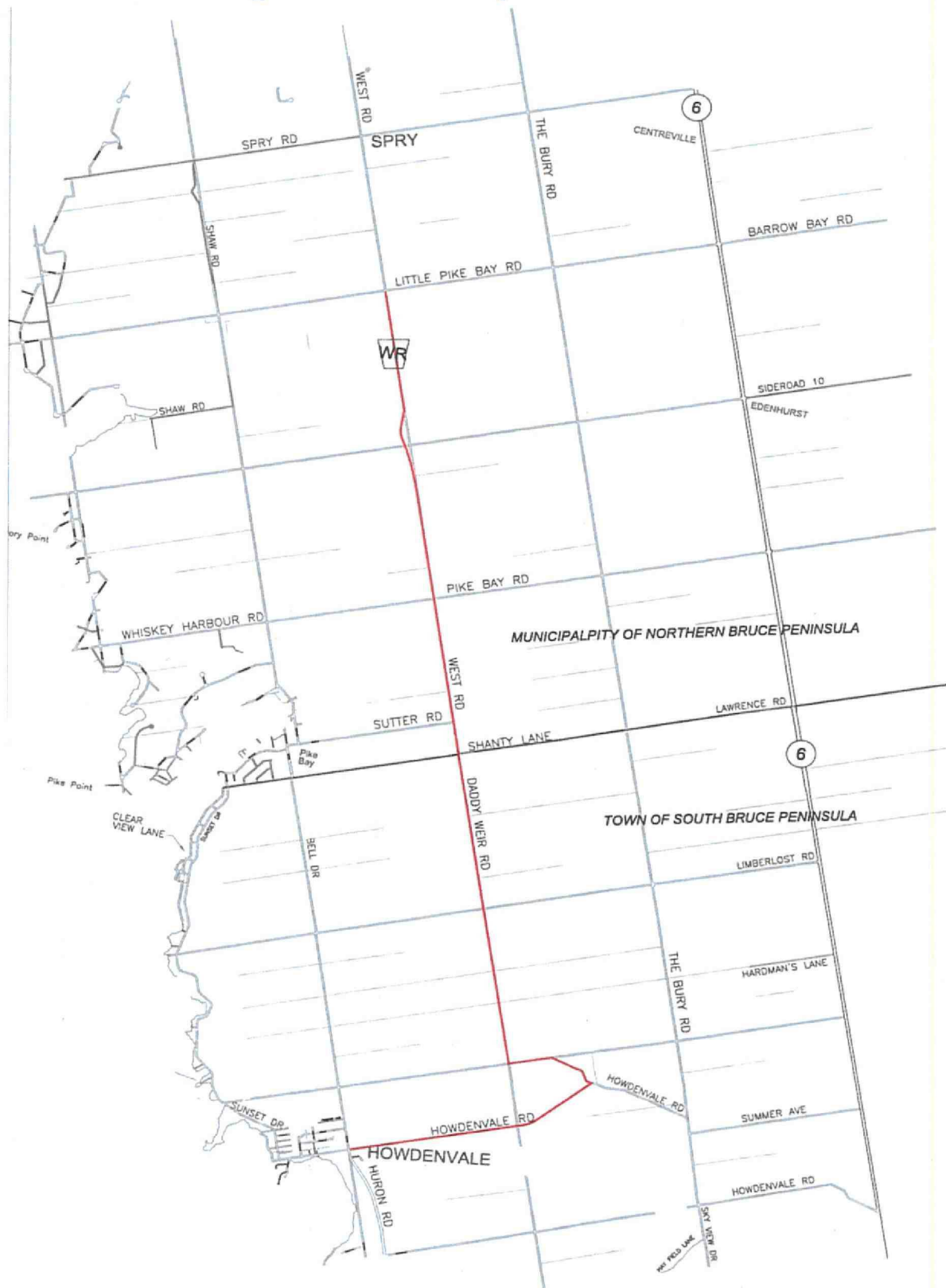
Under this agreement, all employees and subcontractors retained must also comply with the legal requirements, Procedures and Best Practices of the Municipality's Third-Party Agreement.

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: _____

Gravel Resurfacing Location - County of Bruce



Municipality of Northern Bruce Peninsula
Tender 2024-01 - 5/8" Granular "A"

Road	Distance (km)	Tonnes	Loads
Pike Bay			
Sutter Road	2.0	350	10
Makela Rd / Baywatch Drive	1.0	105	3
Sand Dune Rd / Floods Drive	0.2	35	1
Manley Street	0.4	35	1
Widgeon Cove	0.8	105	3
Poplar Crescent	0.4	35	1
Bellmore Lane	0.25	35	1
Julian Drive	0.3	35	1
Subtotals:	5	735	21
Hopeness			
Cameron Road	2.5	280	8
Hopeness Road/Jacksons Cove Hill	4.5	875	25
Scenic Caves Road	4.6	910	26
Tower Road	1.5	245	7
Rush Cove Rd / Hill	3.25	525	15
Duke Lane	0.2	35	1
Subtotals:	17	2,870	82
Barrow Bay			
North Shore Rd / Channel Rd	2.8	175	5
McKague Road	1.7	280	8
Evergreen Road/Cemetery Road	1.2	175	5
Subtotals:	6	630	18

Municipality of Northern Bruce Peninsula
Tender 2024-01 - 5/8" Granular "A"

Road	Distance (km)	Tonnes	Loads
Flats / Spry			
Concession 4	10.2	1,750	50
Sideroad 10	5.2	350	10
The Bury Road	13.0	1,750	50
Budvet Road	2.0	280	8
Spry Road	9.5	1,750	50
Shaw Road	4.0	525	15
George Myles	0.35	70	2
Eastnor Landfill Site	0.5	350	10
Subtotals:	45	6,825	195
Hardwick / Myles Bay			
Sandy Beach Parking Lot	0.5	0	0
Hardwick Cove	2.3	70	2
Libby Street	0.3	35	1
Murray Ave	0.4	35	1
Henwood Street	0.6	70	2
Gard Street	0.4	70	2
Molly Street	0.4	35	1
Richard Street	0.6	35	1
Subtotals:	6	350	10

Municipality of Northern Bruce Peninsula
Tender 2024-01 - 5/8" Granular "A"

Road	Distance (km)	Tonnes	Loads
Stokes Bay			
Stokes River Road	0.3	35	1
Heron Point Road	1.2	70	2
Subtotals:	2	105	3
Lindsay			
Ira Lake Road	6.4	350	10
Lindsay Landfill	0.5	35	1
The Bury Rd (North & South of Clarke's	2.5	280	8
Cherry Hill Road	2.0	140	4
Forty Hills Road	4.0	280	8
Lindsay Road 5	1.0	70	2
Bradley Drive	0.4	105	3
Mclvor Drive	1.2	175	5
Cardinal Crescent / Mclvor Road	0.2	35	1
Donald Road	0.8	105	3
Fox Trail	0.9	140	4
Little Pine Drive	0.2	35	1
Subtotals:	20	1,750	50

Municipality of Northern Bruce Peninsula
Tender 2024-01 - 5/8" Granular "A"

Road	Distance (km)	Tonnes	Loads
Cape Chin			
Cape Chin South Road	5.3	700	20
Carter Road	1.7	70	2
Cape Chin North Road	5.7	875	25
Cape Chin North Shore Road	3.0	70	2
Tammys Cove Road/Cottage Cove	3.5	560	16
Maxwell Road	1.2	70	2
Subtotals:	20	2,345	67
Dyers Bay			
Old Pine Tree Road/6&7 con	1.5	245	7
Lindsay Road 30	2.0	350	10
Brinkman's Road	2.0	350	10
Shouldice Lake Rd	2.5	245	7
Crane Lake Road	1.0	350	10
Bartley Drive	3.0	350	10
Lindsay Road 40	5.0	350	10
Daly Road	0.5	70	2
Subtotals:	18	2,310	66

Municipality of Northern Bruce Peninsula
Tender 2024-01 - 5/8" Granular "A"

Road	Distance (km)	Tonnes	Loads
Johnson's Harbour / Dorcas Bay			
Hidden Valley Road	1.3	140	4
Huron Drive	1.6	280	8
Pedwell Drive/Pedwell Point Drive	2.0	210	6
Ada Crescent	0.2	35	1
Cameron Lake Road/Beach Street	1.9	210	6
Subtotals:	7	875	25
Warner Bay / Cape Hurd / Tobermory			
Little Cove Road	2.5	350	10
Belrose Road	0.5	70	2
Indian Harbour Road	1.4	140	4
Lloyd Drive	0.4	70	2
Hatt Street	0.1	35	1
Orchid Trail	0.4	35	1
Baise Avenue	0.8	140	4
Jacks Road	0.2	35	1
Munn Drive	0.5	70	2
St Edmunds Landfill Site/shop	0.5	210	6
Lagoon Road	0.5	70	2
Subtotals:	6.3	1,225	25
Totals:	151	20,020	562