



MUNICIPALITY OF
West Elgin

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
22413 HOSKINS LINE
RODNEY, ON
NOL 2C0**

Tender Closing Date: **March 3, 2023, at 12:00 noon**

(Lowest or any tender not necessarily accepted)

TENDER FOR: 'A' GRAVEL – APPROXIMATELY 15,000 TONNE

To be tendered as follows:

- 1) Supply 15,000 tonne 'A' Gravel
- 2) Haul and spread 15,000 tonne 'A' Gravel

Location: **Various Municipal Roads as Specified by the Manager of Operations and Community Services**

Special Requirements: Specify Source of Gravel
Supply Gradation Analysis

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

TENDER FOR GRAVEL

1.0 Scope – General

This tender is for the supply and spread of approximately 15,000 tonnes of 'A' gravel.

1.1 Quality and Location

Approximately 15,000 tonnes to be applied on roads as specified by the Public Works Supervisor, at a rate of approximately 500 - 700 tonne per kilometre. All gravel supplied for this tender shall contain **NO recycled or foreign material of any kind.**

2.0 Definitions

In this tender, the following definitions are specific.

Municipality means the Corporation of the Municipality of West Elgin.

3.0 General Conditions

3.1 General Regulations and Compliance

The Contractor shall abide by all Acts, By-laws, and Regulations relative to the performance of the work at municipal, provincial and federal levels where applicable. *Procurement is subject to Chapter 506 of Canadian Free Trade Agreement.*

3.1.1 Ministry of Transportation (MTO)

In addition to OPSS 1010.05 and 1010.07, products and supplies must be on the approved list of the Ministry of Transportation of Ontario.

3.1.2 The Occupational Health and Safety Act

The Contractor shall be considered as the "Contractor" under the Occupational Health and Safety Act.

3.1.3 Ability to Perform

The Contractor may be required to show, in terms of experience, equipment and facilities, evidence of its ability, as well as that of any proposed subcontractor to perform the requirements of the contract. Such requirements may include, but are not limited to, a list of equipment showing the type and capacity of equipment.

3.2 Completion

This contract shall be completed before **September 29th, 2023** (or as specified by the Manager of Operations & Community Services).

3.3 Bidding Conditions

3.3.1 Tender Opening and Closing

All tenders must be received on or before **March 3, 2023, at 12:00 Noon**. Tender submissions must be mailed to the indicated address, delivered in person to the municipal office, or emailed to Clerk@westelgin.net for them to be considered received. Clearly indicate the contents of your submission.

Tenders will be opened on **March 3, 2023, at 12:30 PM**

3.3.2 Address and Information

Tenders should be submitted to:

ATTN: Clerk
Municipality of West Elgin
22413 Hoskins Line
Rodney, On N0L 2C0
Telephone 519-785-0560
clerk@westelgin.net

Documents are available in alternate formats, where practical, upon request. Please contact the Clerk at 519-785-0560 or by email at clerk@westelgin.net if you require an accessible format.

Additional information can be obtained from the above and/or:

Lee Gosnell, Manager of Operations and Community Services
Municipality of West Elgin
22413 Hoskins Line
Rodney, On N0L 2C0
Telephone 519-785-0560
lgosnell@westelgin.net

3.3.3 Tender Deposit

Within **fourteen days** upon acceptance of this tender, a certified cheque, made payable to the Municipality, in the amount of ten per cent (10%) of the total tendered amount, shall be submitted by the successful bidder as security for contract commencement, performance, and completion as laid out in this tender.

3.3.4 Basis of Rejection of Tender

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

- a) Bids received after closing date.
- b) Bids received on any form other than the form supplied.
- c) Bids not completed in ink or by computer.
- d) Qualified or conditional bids.
- e) Bids not properly authorized.

3.3.5 Documents

The Contractor shall include a copy of the tender, completed and executed where appropriate, as the acceptable Form of Tender.

3.4 Award of Contract

- 3.4.1 The Municipality shall notify the winning contractor in writing as soon as possible.
- 3.4.2 The lowest or any tender does not have to be accepted by the Municipality.
- 3.4.3 Contract Award is subject to adoption of the 2021 West Elgin Municipal Budget.
- 3.4.4 Without limiting clause 3.4.2 above, the Municipality may refuse to award a tender where, in its sole discretion, the Contractor is not able to demonstrate in terms of experience, equipment, facilities and product source, evidence of its ability, as well as that of any proposed subcontractors, to perform the work at issue, in accordance with all terms of the contract.

4.0 Insurance

Within fourteen days upon acceptance of this tender, the Contractor shall provide and pay for Contractors Liability Insurance as follows:

- 4.1 Comprehensive General Liability and Property Damage Insurance, including Broad form Property Damage, complete operations, products, personal injury, death, contractor liability, with a limit of not less than **\$5,000,000.00** per inclusive occurrence.
- 4.2 The Contractor shall provide the Municipality of West Elgin with a complete certified copy of all policies, including written documentation that all Workmen's Compensation and Employment Insurance payments are up to date and in order.
- 4.3 All certificates of insurance shall be filed with the Municipality of West Elgin and no material change or cancellation in insurance shall be made by the Contractor without 30 days prior written

approval thereof. All insurance shall be maintained until completion of work.

- 4.4 Contractor will be required to sign a HOLD HARMLESS AGREEMENT protecting the Municipality of West Elgin and its employees from loss, whatsoever, in connection with the Contract.

Page 4 of 8

5.0 Freedom of Information

Any personal information required on the Tender Form is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Tenders received by the Municipality become a public record, once a Tender is accepted by the Municipality of West Elgin, all information contained in them is available to the public, including personal information.

All Proposals submitted to the Municipality become the property of the Municipality and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act. Proponents may mark any part of their Proposal as confidential except for the total Contract price and the Proponent's name. The Municipality will use its best efforts not to disclose any information so marked but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Municipality may release the name of the Successful Proponent, the name and telephone number of the contact person and the total bid price of the Successful Proponent.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Jana Nethercott
Clerk
Municipality of West Elgin
22413 Hoskins Line
Rodney, Ontario
(519) 785-0560
clerk@westelgin.net

6.0 Authorization and Execution

I, _____, am an authorized officer of
(Print Name)

(Company Name)

with authority to bind this company within the terms and conditions of this Tender.

(Signature)

(Title)

(Company Name)

Current HST Registration Number _____

Company Address: _____

Company Telephone Number _____

(Optional) Alternate Telephone Number _____

(Optional) Fax Number _____

(Optional) E-Mail Address _____

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

2020 TENDER FOR "A" GRAVEL

ITEM NO.	ITEM AND SOURCE	QUANTITY	UNIT PRICE	TOTAL
1	Supply	15,000 tonne 'A' Gravel		
2	Haul and spread	15,000 tonne 'A' Gravel		
		TAXES		
		TOTAL		<hr/>

MUNICIPALITY OF WEST ELGIN

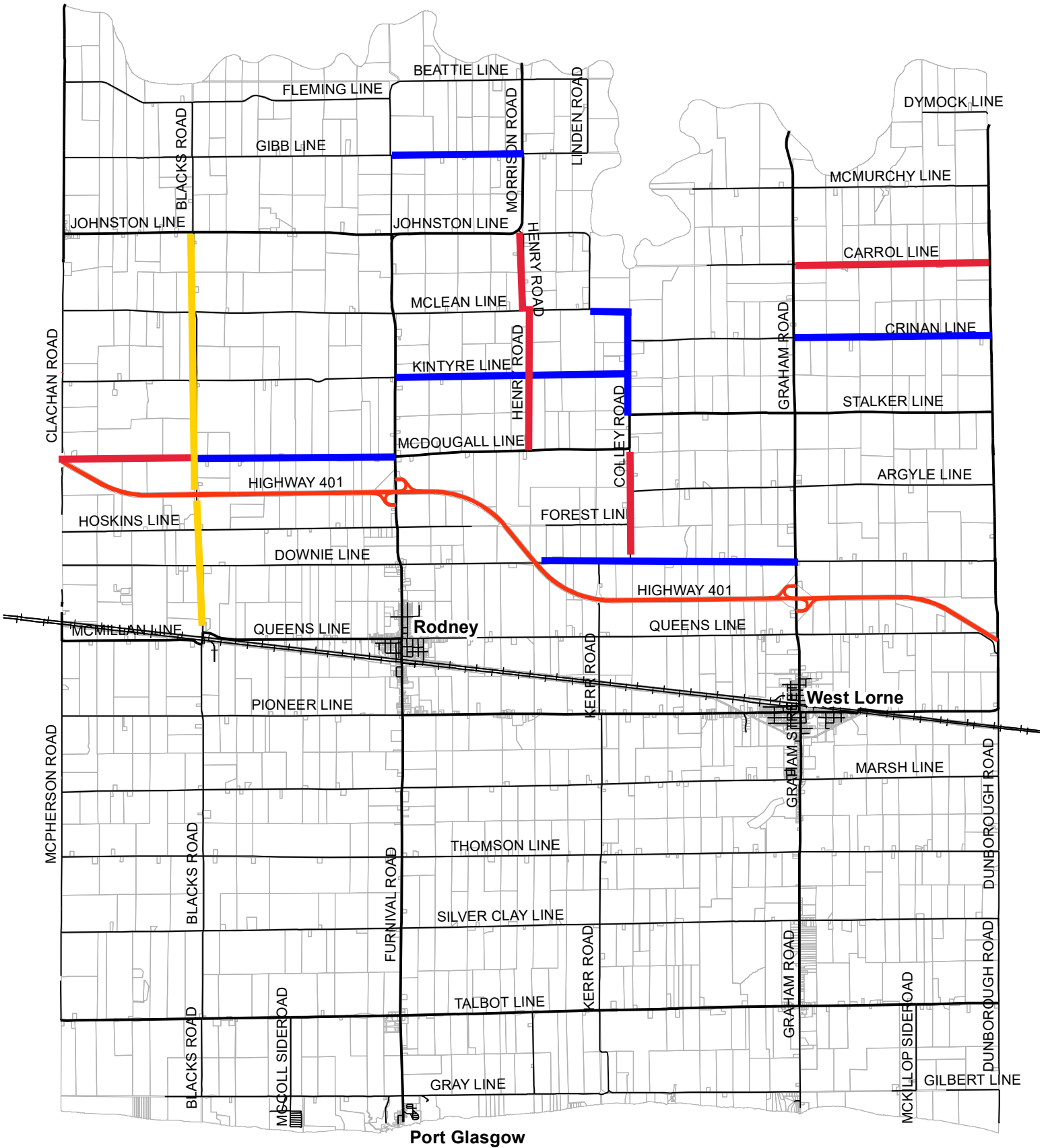
HOLD HARMLESS AGREEMENT

The Contractor covenants and agrees to indemnify and save harmless the Municipality of West Elgin of and from all claims, demands, actions or causes of action which may arise or exist, as a result of the work and undertaking of the Contractor.

AUTHORIZED SIGNATURE:

DATE:

Seal if incorporated



Port Glasgow

Legend

- Capital Project
- Maintenance Gravel
- Maintenance Gravel (possible)



Municipality of West Elgin
Road Network

