



PUBLIC WORKS DEPARTMENT

REQUEST FOR TENDER
SM-001-25
2025 Gravel Resurfacing

FOR THE SUPPLY, CRUSHING, LOADING, WEIGHING,
HAULING AND SPREADING OF GRANULAR "M"
MATERIAL
IN THE MUNICIPALITY OF SOUTHWEST
MIDDLESEX

Municipality of Southwest Middlesex
January 6, 2025

REQUEST FOR TENDER, SWM-001-25
SUPPLY, CRUSHING, ELEVATING, LOADING, HAULING, WEIGHING, AND SPREADING OF
GRANULAR "M" MATERIAL IN THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

APPENDICES

Appendix A Map of proposed distribution locations - Maintenance work - page 10

SUBMISSION INSTRUCTIONS

S.1 *Definitions*

The following definitions shall apply throughout the Request for Tender:

"Agreement" refers to the agreement between the Municipality and a Contractor.

"Approximately" means more or less.

"Award" refers to the selection by the Municipality of a successful Tender for the provision of engineering services in this Request for Tender process.

"Contractor" refers to any person or corporation participating in this request for Tender process.

"Public Work Supervisor" refers to the Public Work Supervisor of the Municipality of Southwest Middlesex.

"Municipality" refers to The Municipality of Southwest Middlesex.

"Manager" refers to the Municipality of Southwest Middlesex Chief Administrative Officer or Manager of Public Works.

S.2 *Submission Requirements*

- a) One paper copy and one electronic copy of the Tender shall be submitted in a sealed envelope clearly marked with the Request for Tender number and title (enclosed):

Request for Tender #SWM-001-25

**SUPPLY, CRUSHING, LOADING, WEIGHING, HAULING AND
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- b) Tenders must be addressed to Mauro Castrilli, C.E.T. Manager of Public Works, Municipality of Southwest Middlesex, 153 McKellar Street, Glencoe ON N0L 1M0, and must be received by the Manager of Public Works no later than the Closing Date and Closing Time of:

10:00 a.m. (EASTERN STANDARD TIME)

on

Tuesday, January 28, 2025

REQUEST FOR TENDER, SWM-001-25
SUPPLY, CRUSHING, LOADING, HAULING, WEIGHING, AND SPREADING OF GRANULAR
“M” MATERIAL IN THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

- c) The use of any means of delivery of a Tender shall be at the risk of the Contractor.
- d) Before being placed in the tender box, the Tender will be marked by the Chief Administrative Officer, or designate, with the time and the date that the Tender was received.
- f) On the Closing Date, commencing at 10:05 a.m., the Tender envelopes will be opened and the names of the Contractors that have submitted Tenders will be recorded by the Opening Committee in the Council Chambers. The Tenders will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- g) The Municipality will not accept a response to this Request for Tender by facsimile or other electronic device.
- h) All Tenders must be typewritten. Erasures, overwriting or strikeouts shall be initialed by the person signing the Tender.
- i) Late Tenders will be returned unopened.

S.3 *Privilege Clause*

The Municipality shall have the right to reject any or all Tenders. The lowest fee Tender will not necessarily be accepted, and the right is reserved to accept any portion of a Tender.

S.4 *Any Communications*

Any communications regarding this Request for Tender must be addressed to the attention of Mauro Castrilli, Manager of Public Works, Municipality of Southwest Middlesex.

S.5 *Withdrawal or Revision of Tenders*

- a) A Contractor may withdraw or revise all or part of a Tender at any time up to the Closing Date and Closing Time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Contractor for this Request for Tender.
- b) A Contractor may withdraw or revise all or part of a Tender by submitting a letter requesting removal of the previously submitted Tender from the tender box and bearing the signature of an authorized signing officer to the Manager of Public Works. The Manager of Public Works will mark thereon the time and date of receipt and will place the letter in the tender box. Requests made by telephone or fax will not be considered. The previously submitted Tender will then be removed from the tender box and returned unopened to the Contractor and the Contractor may submit a revised or new Tender.

REQUEST FOR TENDER, SWM-001-25
SUPPLY, CRUSHING, LOADING, HAULING, WEIGHING, AND SPREADING OF GRANULAR
“M” MATERIAL IN THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

S.6 *Alterations or Variations*

No alterations or variations of the Agreement shall be valid or binding upon the Municipality unless authorized in writing.

S.7 *Accuracy of Request/or Tender and Related Documents*

The Municipality has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Request for Tender, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Municipality will not be bound by, or be responsible for, any explanation or interpretation of the Request for Tender documents other than those prepared in writing. In no event shall Contractors rely on any oral statement by the Municipality or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Municipality is subject to the provisions of this section.

S.8 *Oral Explanation or Interpretation*

No oral explanation or interpretation by the Municipality shall modify any of the requirements or provisions of the Document.

S.9 *Due Diligence*

Contractors are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their Tender.

S.10 *Contractor's Responsibility*

It will be the Contractor's responsibility to clarify with the Municipality any questions with respect to the Request for Tender documents in accordance with the procedure set out in Any Communications above before submitting their Tender.

S.11 *Addendum*

By the issuance of a cancellation or addendum, the Manager of Public Works may cancel the Request for Tender; revise, delete, add to or substitute any part of the Document; extend the Closing Date; or provide an explanation or interpretation. Any addendums will be posted on the Bidding website (as necessary). It is incumbent on the bidder to ensure that they have included any and all addendums as posted. Questions related to the Tender Documents shall be emailed to the Manager of Public Works for clarification with respect to this RFT, and must be submitted no later than Thursday, January 23, 2025 at 12:00 pm.

REQUEST FOR TENDER, SWM-001-25
SUPPLY, CRUSHING, LOADING, HAULING, WEIGHING, AND SPREADING OF GRANULAR
“M” MATERIAL IN THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

S.12 *Tender Costs*

The Municipality will not be responsible for any costs incurred by a Contractor in preparing and submitting a Tender.

S.12 *Claims or Litigation*

The Municipality reserves the right not to accept a Tender from or make an Award to any Contractor, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contracts, Tenders or business transactions.

S.13 *Freedom of Information*

The information collected in response to this Request for Tender is collected under the authority of the Municipality's Purchasing By-law No. 79-2014, as amended. The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under Any Communications above.

S.14 *Non-Lobby*

If any, employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, Chief Administrative Officer, Manager of Public Works, Road Manager, officer, employee or agent of the Municipality, the media, or consultants to the Municipality, with the exception of the contact listed under Any Communications above, whether before or after the submission of the Tender, the Municipality will be entitled to reject the Tender. The requirement does not extend to any public deputation that may be made to any Municipal committee.

TERMS OF REFERENCE

1.0 INTRODUCTION

The intent of this Request for Tender (RFT) is to retain a contractor for:

- a. The supply, crushing, loading, weighing, hauling, and spreading 5/8" granular "M" material on roadways in the Municipality of Southwest Middlesex.

The following Terms of Reference outline the work as contemplated by the Municipality and are for guidance only.

2.0 BID DEPOSIT

Each tender must be accompanied by a certified cheque in the amount designated below and made payable to the Municipality of Southwest Middlesex.

\$20,000 bid deposit is required.

Bid deposits for the two lowest bidders' will be placed in the Municipal bank account. All other bid deposits will be returned the bidder the day following the RFT closing. The bid deposit of the bidder not accepted by Council will be repaid immediately following the Council decision. The winning bidder's deposit will be refunded with the final progress billing, provided the work is completed to the satisfaction of the Public Work Supervisor. Quotes not accompanied by a certified cheque will not be considered.

2.1 ACCEPTANCE OF QUOTE

The Corporation of the Municipality of Southwest Middlesex reserves the right to reject the lowest, and/or any other quote.

This tender is subject to Council and budget approval and may be withdrawn at any time at the discretion of the Municipality of Southwest Middlesex. In the event this tender is withdrawn, all deposits will be returned to the bidders.

2.2 ITEMS

- 2.2.1 In section 1, the successful bidder agrees to supply, crush, , load, weigh, haul, apply and spread approximately 34,000 tonnes of 5/8" crushed granular “M” to municipal roads as specified in Schedule "A".
- 2.2.2 In section 1, Supply and deliverer to the Municipal Works Garage for stockpiling. Approximately 1,000 tonnes of 3/4" crushed granular “A” .

2.3 TENDER AWARD/BUDGET APPROVAL

The award of this RFT is subject to the project receiving budget approval and the estimated quantities included in the RFT may be adjusted based upon requirements of the Roads Department and the project budget allotment approved by Council.

2.4 WEIGHING AND MEASURING

When the contract is accepted by the tonne, the price per tonne shall include weighing and weigh scales supplied by the Contractor. The Contractor shall supply to the Municipality proof of calibration of the scales.

2.5 QUALITY ASSURANCE TESTING

The contractor will be responsible for engaging the services of a Geotechnical Consultant certified by Canadian Council of Independent Laboratories (CCIL), to provide one complete gradation test on aggregate as per the tender specifications for the materials being supplied by the contractor. The cost of providing the gradation test results on aggregate shall be included in the unit price.

The Manager may arrange for field testing of materials placed on the Contract. The Contractor shall, at his own expense sufficiently make available materials for testing purposes. If tests show that any material does not meet the Contract requirements, the Contractor shall, at his own expense, do all work necessary to alter, replace, relay, re-compact or any other work such that the material meet the contract requirements. The cost of all tests that show that the material fails to meet the contract requirements will be deducted from the contract payment certificate except where the Contractor has advised the Engineer in writing prior to the tests being ordered that the material does not meet the stated requirements. The testing of materials or failure to test materials by the Municipality does not relieve the Contractor of his obligation to ensure that all materials are supplied and placed in accordance with the Contract requirements

The successful Contractor will provide the Municipality with Quality Assurance Testing Samples from the stockpile. Delivery of the material on-site will not be accepted until acceptable quality assurance testing results have been received.

Prior to commencing work, the Contractor is to provide Quality Assurance Testing Samples from the proposed stockpile and the Contractor shall provide Quality Control Data for the aggregate stockpile within 5 days of notification of the acceptance of tender.

2.6 APPLICATION AND INSPECTION

The Contractor shall apply the gravel to the specified roads (See schedule "A") at an average rate of 200 tonnes per kilometre. The rate shall be at the discretion of the Public Work Supervisor or designate. Gravel shall be applied at a rate of not less than 2,000 tonnes per working day.

REQUEST FOR TENDER, SWM-001-25
SUPPLY, CRUSHING, LOADING, HAULING, WEIGHING, AND SPREADING OF GRANULAR
“M” MATERIAL IN THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

Material shall only be applied to the roadway in the presence of the Public Work Supervisor, or designate, and no load or loads shall be paid for unless receipt is thereby certified by the Public Work Supervisor or designate. No material shall be placed between sunset and sunrise except as instructed by the Public Work Supervisor or designate. In all cases, the Contractor shall inform the Municipality of the proposed time of operations.

The trucks shall be belly dumps and be able to spread evenly on the any section of the roadway. The trucks shall be able to adjust the thickness of the spread to the roadway to the satisfaction of the Municipality.

All trucks must be capable of beginning and terminating the spread while the truck is in motion. All truckers must obey the Municipality in where to spread; and all truckers will be required to place a double spread, either side by side or one spread over another, if so requested.

REQUEST FOR TENDER, SWM-001-25
SUPPLY, CRUSHING, LOADING, HAULING, WEIGHING, AND SPREADING OF GRANULAR
“M” MATERIAL IN THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

2.7 SOURCE OF MATERIAL

For the maintenance portion of this tender, the gravel shall be supplied and crushed from an aggregate pit acceptable to the Municipality. The Contractor shall identify the source of all material that will be used.

2.8 COMPLETION

Application of material as specified shall commence after May 1, 2025 (or at the discretion of the Public Work Supervisor) and must be completed no later than June 6, 2025. Time shall be of the essence in this agreement.

Once the work has commenced, the contractor shall ensure that the work progress to completion without delays. It is the Contractor's responsibility to ensure the daily tonnage total is applied every day until completion. The only exception to this will be due to weather conditions not being suitable to apply gravel. The Public Work Supervisor will have sole discretion for determining when weather conditions are not suitable for applying gravel.

2.9 LIQUIDATED DAMAGES CLAUSE

It is agreed by the parties to the contract that in case all the work called for under the contract is not finished or completed by June 6, 2025 as set forth in this special provisions, damage will be sustained by the Municipality. It is and will be impractical and extremely difficult to ascertain and determine the actual damages which the Municipality will sustain in the event of and by any reason of such delay and the parties therefore hereto agree that the Contractor will pay to the Municipality the sum of five-hundred Dollars (\$500.00) for liquidated damages for each and every calendar days delay in finishing the work beyond June 6, 2025. It is further agreed that this amount is an estimate of the actual damage to the Municipality which will accrue during the period in excess of the prescribed completion date.

The Municipality may deduct any amount due under this clause from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages under this clause are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

2.10 INSURANCE

The successful bidder, hereinafter termed the Contractor, upon award of the contract shall obtain, pay for and maintain public liability and property damage insurance in conformity with the general provisions herewith. Such insurance is to be maintained during the life of the contract.

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Municipality, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one incident to the limit of \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of, one or more persons and loss of, or damage to property and such policy **shall name the Municipality of Southwest Middlesex as an additional insured** thereunder

REQUEST FOR TENDER, SWM-001-25
SUPPLY, CRUSHING, LOADING, HAULING, WEIGHING, AND SPREADING OF GRANULAR
“M” MATERIAL IN THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of this contract.

A certified copy of the policy or certificate thereof shall be filed with the Municipality prior to the commencement of any work under this contract.

2.11 HEALTH AND SAFETY

The Municipality of Southwest Middlesex is serious in its application of Health and Safety protocols. The Consultant is expected to adhere to all legislated and regulated health and safety regulations. When working on the roadside the Contractor must adhere to the Ontario Traffic Manual - Book 7 - Temporary Conditions. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Municipality.

The Contractor shall provide to the Municipality a copy of their Health and Safety policy, or a written statement that they have a workplace Health and Safety policy in effect.

2.12 WSIB

The Contractor shall provide the Municipality with a WSIB certificate of clearance prior to the start of the work.

2.13 REGULATIONS AND LAWS

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-laws and Regulations relative to the performance of the work.

2.14 PAYMENT

The Municipality of Southwest Middlesex agrees to pay the Contractor on or before the 15th day of each month during the lifetime of the agreement for the previous month's work, for invoices received by the last business day of each month. The Municipality will retain 10% of each invoice amount as a "hold-back". The entire hold-back will be paid out within 30 days of completion of the project, provided all work is to the satisfaction of the Municipality.

REQUEST FOR TENDER, SWM-001-25
SUPPLY, CRUSHING, LOADING, HAULING, WEIGHING, AND SPREADING OF GRANULAR
“M” MATERIAL IN THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

FORM OF TENDER

SECTION 1 - Supply, Crushing, Elevating, Loading, Hauling, Weighing and Spreading of Granular “M”

Item A

Supply, crush, weigh, haul and apply approximately 34,000 tonnes of 5/8" granular “M” to the specified roads as shown in Schedule "A"

| A | B | C | D | E (C+D) | F (B * E) |
|--------|---------------|--|-----------------------------------|---------------------|------------|
| Unit | Est. Quantity | Unit Price of Material Crushing, Weighing, loading/tonne | Unit price to deliver & spread | Total unit price | Total Cost |
| Tonnes | 34,000 | \$ | \$ | \$ | \$ |

Item B

Supply and deliver to the municipal public works garage approximately 1,000 tonnes of 3/4" granular “A”.

| A | B | C | D (B * C) |
|--------|---------------|---|------------|
| Unit | Est. Quantity | Unit Price of Material (Crushing, Weighing), delivered/tonne | Total Cost |
| Tonnes | 1,000 | \$ | \$ |

Grand Total

Item A (Column F) - \$ _____

Item B (Column D) - \$ _____

HST (13%) - \$ _____

SECTION 1 TOTAL \$ _____

Source of Material will be.....

REQUEST FOR TENDER, SWM-001-25
SUPPLY, CRUSHING, LOADING, HAULING, WEIGHING, AND SPREADING OF GRANULAR
"M" MATERIAL IN THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this quote and has carefully examined the site and locations of the work to be done under this contract and 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 in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this quote.

Attached to this quote is a certified cheque in the amount specified in the "Tendering Requirements" made payable to the Municipality. The proceeds of the cheque shall, upon acceptance of this quote, constitute a deposit which shall be forfeited to the Municipality if the Contractor fails to complete the work in accordance to the provisions, plans, specifications and conditions attached hereto.

It is agreed that the quote quantities are estimated only and may be increased or decreased by the Municipality without alteration of the contract price.

All pages of this document shall be returned with the quote submission, and all pages of this document shall be initialed by the bidder in the space provided.

Note: Provincial Sales Tax is not payable on delivery charges.

I/We the Contractor hereby certify that we will commence work on Items #A, and #B on _____, 2025, and to diligently perform the work continuously without undue delay and further promise to complete the work on Items #A and #B before June 6, 2025.

BY: _____
(Name of Firm or Individual-Contractor)

Address: _____

Telephone: _____

I have authority to bind the company.

(Name of Signatory)

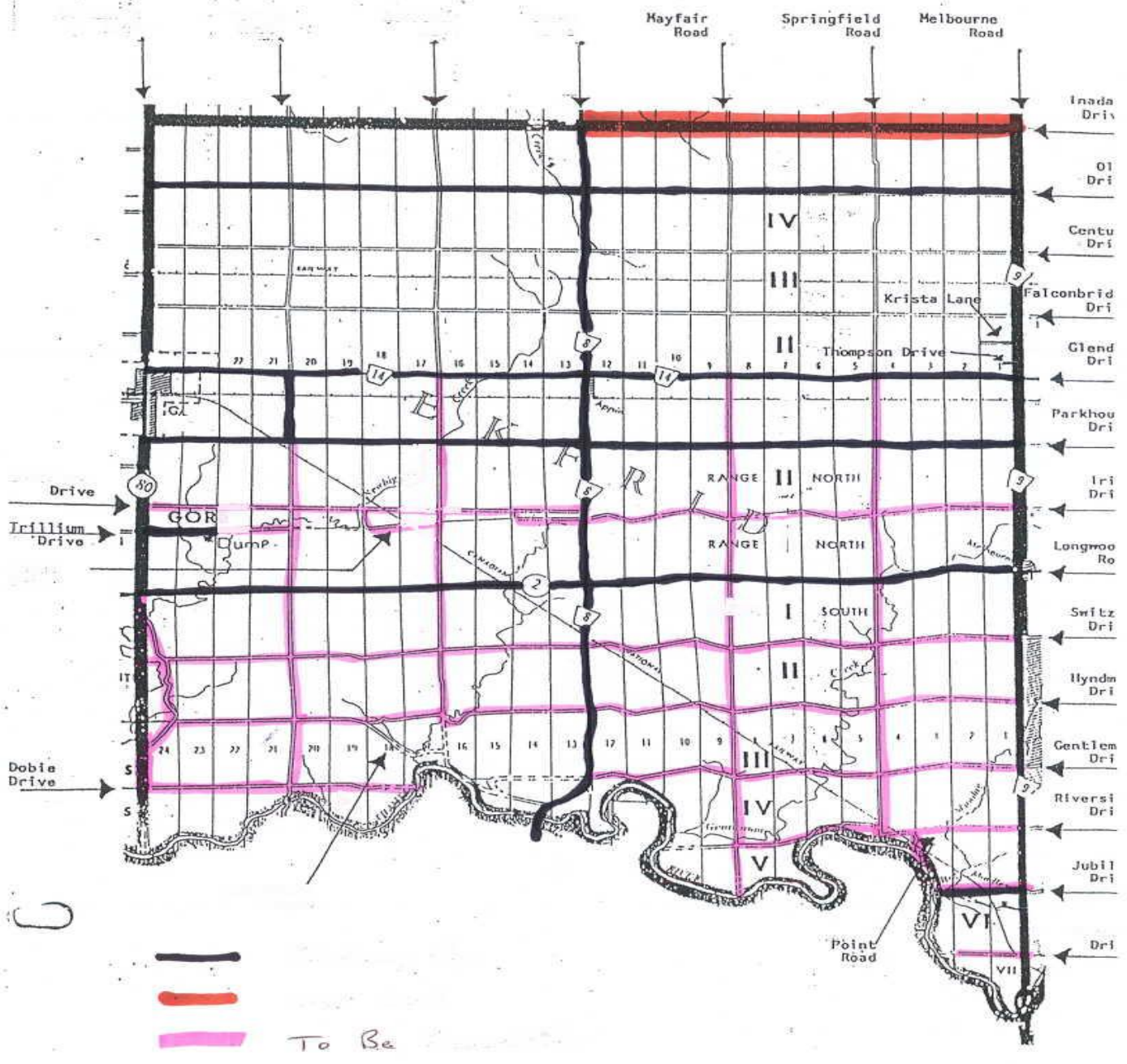
(Signature)

Accepted on behalf of the Municipality:

(Mayor)

(Clerk)

APPENDIX A
MAP OF MAINTENANCE GRAVEL WORK



The roads highlighted in purple are scheduled for graveling in 2025.

Bidder's Initials.....