



Municipality of
Dutton Dunwich

MUNICIPALITY OF DUTTON DUNWICH

199 Currie Rd, Dutton, ON N0L 1J0

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THE CORPORATION OF

THE MUNICIPALITY OF DUTTON DUNWICH

TENDER CLOSING DATE IS

11:00 A.M. February 16, 2024

(Lowest or any tender not necessarily accepted. All Tenders must be approved by the Municipal Council. Tenders may be subject to approval by the Ministry of Transportation of Ontario.)

TENDER FOR: Supply and Delivery of 19,000 tonnes more or less of Granular 'A' Gravel

Granular material must meet Ontario Provincial Standards Specification (OPSS) 1001 and 1010.

Gravel will be inspected and tested by the Municipality prior to awarding the contract and throughout delivery.

Specify source of gravel with tender.

Supply gradation analysis with tender.

LOCATION: Gravel will be picked up at the successful bidder's pit and delivered to the municipality, using hopper bottom trailers unless otherwise specified.

2024 TENDER FOR SUPPLY AND DELIVERY OF GRAVEL

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, 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 tender.

Attached to this tender is a certified cheque in the amount specified in the "Tendering Requirements", made payable to the Municipality of Dutton Dunwich. The proceeds of this cheque shall, upon acceptance of this tender, constitute a deposit, which will be retained by the Municipality until final acceptance of the work at which time the deposit cheque will be returned.

It is agreed that the deposit shall be forfeited to the Municipality of Dutton Dunwich if the Contractor fails to file with the Municipality an executed form of agreement for the performance of the work prepared by the Municipality in accordance with this tender and the provisions attached hereto within ten (10) days from the date of acceptance of 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.

I/We (the Contractor) promise to commence work on an "as required basis" and to diligently perform the work continuously when requested by the Municipality without undue delay and without unjustifiable restrictions on access, and further promise to complete the work by April 30, 2025

BY: _____
Name of Contractor or Individual

ADDRESS: _____

Name of Person Signing for Contractor

Signature

Office of Person Signing for Contractor

Phone Number

Witnessed (if individual)

Fax number

Seal if a Corporation

MUNICIPALITY OF DUTTON DUNWICH

2024 GRAVEL SUPPLY and DELIVERY TENDER

ITEM	QUANTITY (A)	UNIT PRICE (B)	SUB TOTAL (A x B)
Granular A	19,000 tonnes (+/-)	_____ /tonne	\$ _____

HST \$ _____

TOTAL TENDER \$ _____

Pit location _____

We agree to haul "A" gravel and other materials to the Municipality of Dutton Dunwich for the pricing below based on the price of diesel fuel paid to our supplier averaged over each monthly period for the price below.

Average Fuel Price Per Month	Price per Tonne
Below \$1.80 per litre	
\$1.81 to \$1.90 per litre	
\$1.91 to \$2.00 per litre	
\$2.01 to \$2.10 per litre	
\$2.11 to \$2.20 per litre	
Over \$2.21 per litre	

H.S.T will be added to the prices quoted above.

1. Agreement shall be in effect for a (one) year period, commencing on May 1, 2024
2. Tenders for the supply of gravel (Granular "A") will be received until 11:00 a.m. Local time, February 16, 2024,
3. Tenders shall be enclosed in a sealed envelope marked in the lower left-hand corner "2024 GRAVEL TENDER".
4. A certified cheque made payable to the Municipality of Dutton Dunwich in the amount of 10% of the total tender must be with the tender.

5. Tenders shall be submitted on the tender form, witnessed or sealed.
6. The tender must be legible.

TENDER AND DEPOSIT REQUIREMENTS

- 1) Tenders for the supply and delivery of gravel (Granular 'A') will be received until 11:00 a.m. Local Time, February 16, 2024.
- 2) Tenders shall be enclosed in a sealed envelope marked in the lower left-hand corner "2024 GRAVEL TENDER" and be addressed to:

Municipality of Dutton Dunwich
199 Currie Rd,
Dutton, ON N0L 1J0
Attn: Public Works Department

- 3) A certified cheque made payable to the Municipality of Dutton Dunwich in the amount of 10% of the total tender must be submitted with the tender. The cheque of the unsuccessful bidders will be returned within 10 days of tender opening. The cheque of the successful bidder will be retained until Municipality's acceptance of the work.

Tenders not accompanied by a certified cheque will not be considered.

- 4) The Municipality shall notify the winning contractor in writing within 10 business days.
- 5) Tenders shall be opened and recorded publicly at 11:30 am February 16, 2024. Bidders are welcome to attend the next regular council meeting at which the contract will be awarded.
- 6) 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 accident to the limit of at least \$2,000,000.00 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 as an additional insured thereunder 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 employees or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate to the Municipality before the work is started.
- 7) Tenders shall be submitted on the tender form attached hereto and must be properly signed and witnessed, or signed and sealed if the bidder is a corporation. **Tenders that are not witnessed, or sealed with a corporate seal will not be considered.**
- 8) The bid must show the unit price, with the total for each section of the tender including all applicable taxes, as well as the total all-inclusive bid price including all applicable taxes.

- 9) Adjustments to the tender by telephone or fax will not be accepted. A bidder must withdraw or supersede their bid with a revised submission prior to the specified closing date/time.
- 10) Erasures, overwriting or strikeouts must be initialled by the person signing on behalf of the organization submitting the bid.
- 11) The Municipality reserves the right to reject any or all tender submissions in whole or in part without incurring any liability whatsoever.
- 12) The tender must be legible and tenders which are incomplete, unbalanced, conditional, or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected as informal or void.
- 13) Any contractor shall provide a certificate of coverage from the Workplace Safety and Insurance Board prior to commencement of the work and/or prior to final payment being made for the work.
- 14) The work to be performed under this contract or any part thereof shall not be assigned nor sublet by the contractor without the written authority of the Manger of Roads and Facilities of the Corporation. No sub-contract shall, under any circumstances, relieve the contractor of its liabilities or obligations under this contract.
- 15) The contractor agrees to protect, indemnify, keep indemnified and save harmless the Municipality and its officers, servants and agents from and against all claims, demands, costs, actions, causes or actions, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omissions including negligent acts or negligent omissions of the contractor in connection with the performance of this contract.
- 16) Materials supplied in this Tender are subject to Ontario Provincial Standards for Roads and Public Works – Specifications for Material.
- 17) Quantities shall be recorded in metric tonnes using weight tickets.
- 18) In addition to Ontario Provincial Standard 1010, products and supplies must be on the approved list of the Ministry of Transportation of Ontario.
- 19) Any contractor must confirm that they have provided their staff with accessible customer service training, as required under the Accessible Customer Service Standard and that they can accommodate the needs of people of all abilities. The contractor must meet requirements of Ontario Regulation 429/07 and Ontario Regulation 191/11 with regard to training. Completion of the Municipality's Accessibility Regulations for Contracted Services form (Appendix 1) as approved by Council Resolution No: 2014.18.07 is required.
- 20) 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.

- 21) The Contractor shall be considered as the “Contractor” under the Occupational Health and Safety Act.
- 22) Notice of this project, as required by the Ministry of Labour, Section 213/91, and as per the Health and Safety Act of Ontario, will be filed, with the proper authorities prior to the start of this project by the Corporation. The successful contractor must adhere to all guidelines.
- 23) 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.
- 24) If the Contractor fails or neglects to commence or to execute the work diligently, and at a rate of progress that will ensure the entire completion of the work within a reasonable time, or fail to observe and perform any of the provisions of this contract, the Municipality may notify the contractor to discontinue all work under the contract. The Municipality may then employ such means necessary to complete the work, and in such a case, the contractor shall have no claim for further payment in respect of work performed.
- 25) The Municipality shall pay the contractor within 30 days of receipt of the invoice.

Bidders are informed that the Municipality accepts the bidder’s submission in good faith and by doing so, if the successful bidder rejects the contract award or attempts to withdraw their bid after the opening date and time, the bidder shall then be liable for any or all costs incurred by the Municipality to award the contract to the next eligible bidder, the cost being the difference between the two bid submissions and any other costs incurred by the Municipality.



Municipality of
Dutton Dunwich

Appendix 1 – Accessibility Regulations for Contracted Services

In accordance with the Ontario Regulation 429/07, Accessibility Standards for Customer Service and Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation, the Municipality of Dutton Dunwich is required to train all third parties or persons who provide goods, services or facilities on behalf of the organization.

Contracted employees, third party employees, agents and others who deal with members of the public on behalf of the Municipality of Dutton Dunwich must meet requirements of Ontario Regulation 429/07 and Ontario Regulation 191/11 with regard to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

Serve-ability: Transforming Ontario’s Customer Service

- <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>

Access Forward: Training for an Accessible Ontario

- <http://www.accessforward.ca/>

Ontario Human Rights Code

- <http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>

Contracted services suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available to the Treasurer and Public Works any time.

I acknowledge the aforementioned accessibility regulations:

Company Name: _____ Date: _____

Authorized Official: _____

Signature

Print Name

Title

Human Resources		Content Updated: NEW
Section: Health, Safety and Wellness		Supersedes Policy:
Policy No: HS&W 02-2014		Approved by Council: May 28, 2014
Pages: 1 of 3		Resolution: 2014.10.07

OCCUPATIONAL HEALTH AND SAFETY – CONTRACTORS, SUB CONTRACTORS, INDIVIDUAL OR GROUP POLICY

**ROLES AND RESPONSIBILITIES
Contractors/
Sub-Contractors/
Individual or Group**

- All Contractors/Sub-Contractors, Individual or Group are responsible for the Health and Safety of their workers when working on municipal property, right of ways or renting of facilities and are required to adhere to the Occupational Health and Safety Act and Regulations.
- All Contractors/Sub-Contractors, Individual or Group must obtain and review the Municipality’s Health and Safety Policies and Rules with their workers prior to commencement of work on Municipal property, right of ways or facility rentals to ensure that they conform with the same safe operating procedures as Municipal Employees.
- The Contractor/Sub-Contractor, Individual or Group will be responsible for obtaining the Occupational Health and Safety Policy and an Acknowledgement Letter from the Municipal Office or Website prior to commencement of work/rental. (See Appendix 1 & 2).



**Municipality of
Dutton Dunwich**

Appendix 1 - Letter of Safety and Compliance

Dear Sir/Madam:

The Municipality of Dutton Dunwich is dedicated to operating at a standard which will establish our Municipality as a leader in promoting and protecting the health and safety of all employees.

In fulfilling this commitment, our goal is to promote attitudes amongst our employees that will ultimately lead to reduction and elimination of workplace hazards.

We require that Contractors/Sub-Contractors, Individuals or Groups review all Municipal Health and Safety Policies and Rules, relevant to the work to be performed, prior to commencement of work and that, procedures, worker training and enforcement conforms to legislated requirements.

Violations of Municipal Policies, Rules or Legislation by any Contractor, Sub-Contractor, Individual or Group or their employees may be considered a breach of contract.

Please complete the attached form and return it to the Municipality of Dutton Dunwich, and if applicable, with the requested Workplace Safety and Insurance Board information to kmorreau@duttondunwich.on.ca.

Yours truly,

for the Municipality of Dutton Dunwich



Appendix 2 - Acknowledgement of Health and Safety Compliance Letter

COMPANY: _____


AUTHORIZED SIGNING OFFICER (SIGNATURE): _____

TITLE: _____

DATE: _____

- The letter of Safety Compliance from the Municipality of Dutton Dunwich was received and understood.
- The Municipality's Health and Safety Policies have been reviewed and understood.
- A copy of Workplace Safety and Insurance Board "Letter of good standing" is attached (if applicable).

Please return this completed form to the sender prior to commencement of any contract work.

Human Resources	 Municipality of Dutton Dunwich	Content Updated: September 10, 2014
Section: Health, Safety and Wellness		Supersedes: Bylaw: 2000-32 Schedule A
Policy No: HS&W 03-2014		Approved by Council: Sept 10, 2014
Pages: 1 of 6		Resolution: 2014.15.16

OCCUPATIONAL HEALTH AND SAFETY POLICY	
POLICY STATEMENT	<p>The Municipality of Dutton Dunwich is dedicated to operating at a standard which will establish our Municipality as a leader in promoting and protecting the health and safety of all employees.</p> <p>Through active leadership and support the Municipality of Dutton Dunwich's goal is to promote attitudes amongst our employees that will ultimately lead to the reduction and elimination of workplace hazards.</p>
PURPOSE	<p>It is the intention of the Municipality of Dutton Dunwich:</p> <ul style="list-style-type: none"> • To comply to the fullest extent possible, with the spirit and intent of the Occupational Health and Safety Act and all related legislation. • To prevent risk of injury and illness arising from the workplace environment. • To establish and maintain a Health & Safety program in co-operation with the Occupational Health & Safety Committee. • To encourage the co-operation of all employees, in complying with the Health & Safety Policy and Program.
SCOPE	<p>This policy applies to all work places under the authority of the Municipality of Dutton Dunwich.</p>
ROLES AND RESPONSIBILITIES	<p>The responsibility for the Municipality of Dutton Dunwich's Occupational Health and Safety Policy is delegated to all personnel.</p>
Council:	<ul style="list-style-type: none"> • Continuing support of the Occupational Health & Safety Policy and Program and for the provision of consistent application of Health and Safety throughout the Municipality of Dutton Dunwich. • Establishing and maintaining an internal system for program management, allocating funds, time and human resources as necessary for Health & Safety.
Managers	<ul style="list-style-type: none"> • Administration and communication of the Occupational Health and Safety Policy and Program within their departments. • Encouraging attitudes and work practices that reflect the intent of the policy by ensuring employees receive regular and applicable safety training, according to their needs. • Including Health & Safety responsibilities in performance criteria, as appropriate for management and supervisory staff. • Assuming ownership responsibility and maintenance as required by legislation, for property and buildings owned by the Municipality of Dutton Dunwich. • Ensuring that all contractors and sub-contractors and Municipally-owned facility lessees and their employees meet or exceed the expectations of the Municipality of Dutton Dunwich's Health & Safety Program.

OCCUPATIONAL HEALTH AND SAFETY POLICY

<p>Supervisors</p>	<ul style="list-style-type: none"> • Appointing Management representatives for the Health & Safety Committee. Consulting with the Health & Safety Committee and ensuring a 21-day response to recommendations. • Ensuring the highest level of health and safety standards that exceed requirements of the Occupational Health & Safety Act and related legislation, within their department. • Familiarizing themselves and communicate to their staff, the Health & Safety Policy, the Safety Program and the requirements of the legislation, as it applies to the workplace. • Liaising with all staff and being of assistance to the Health & Safety Committee, in an effort to reduce and eliminate physical hazards and influence safe work attitudes among employees. • Instructing, informing and supervising employees to protect their Health & Safety. • Investigating and responding to any health and safety related concerns which may be brought to their attention and initiating corrective measures, as may be appropriate.
<p>Employees</p>	<ul style="list-style-type: none"> • Uphold the requirements of the Policy, the Program and the legislation in order to assist the Municipality of Dutton Dunwich in providing a healthy and safe work environment. Communicating any violations to their immediate Supervisor. • Assuming responsibility for their own actions to prevent injury to themselves and other employees. • Immediately reporting workplace and near miss accidents, no matter how minor.
<p>Health & Safety Committee</p>	<ul style="list-style-type: none"> • Identifying workplace hazards, through inspections, and recommending remedial action to Managers. • Conducting or assisting in investigations, as specified by the legislation. • Making recommendations to Managers to enhance the effectiveness of the Health & Safety Program. • Promoting a high standard of safety values among all workplace parties. • Members are entrusted with confidentiality of information concerning employees and the workplace.