



MUNICIPALITY OF  
**West Elgin**



**ISSUE DATE:** February 12, 2024  
**CLOSING DATE:** March 1, 2024  
**CLOSING TIME:** 12:00 pm (noon) local time  
**LOCATION:** Municipality of West Elgin  
22413 Hoskins Line  
Rodney, Ontario, N0L2C0  
clerk@westelgin.net  
Attention: Terri Towstiuc  
Clerk

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

**NOTE:** It is the vendor's sole responsibility to ensure their submissions are received in a sealed enveloped clearly marked with 'RFT 2023 Line Painting' by the time and date specified within the document.

**The Lowest or Any Bid Will Not Necessarily Be Accepted**

**Municipality of West Elgin  
22413 Hoskins Line  
Rodney, ON  
N0L2C0**

**Company Name & Address:**

---

**Please return this cover sheet with your submission**

## **SPECIAL PROVISIONS**

### **GENERAL:**

Unit price tenders will be submitted on the tender form in a sealed envelope which shall be clearly marked "RFT 2023 Line Painting".

Tenders will be received at the office of:

Terri Towstiuć  
Clerk  
Municipality of West Elgin  
22413 Hoskins Line  
Rodney, ON, N0L2C0  
clerk@westelgin.net

not later than 12:00 pm (noon) local time, March 1, 2024.

**The lowest or any bid not necessarily accepted.**

Tenders will be publicly opened shortly after 12:00 pm Friday March 1, 2024, at the Municipality of West Elgin office at the address referenced above.

### **SCOPE:**

The scope of this contract is to supply all labour, equipment, and materials (paint and glass beads) for the application of Pavement Marking Paint onto Bituminous or Concrete Pavement on roads within the Municipalities of West Elgin and Dutton-Dunwich.

The quantities shown in this contract are expressed in meters of painted line.

### **RIGHT TO ACCEPT OR REJECT TENDERS:**

Tenders may be invalidated if the forms are not properly and fully completed. Tenders must be on the form provided. No substitutions will be considered. The owner will be the sole judge of such matters.

### **UNACCEPTABLE TENDERS:**

Each item in the Tender Form shall be at a reasonable price for such an item. Under no circumstances will an unbalanced tender be considered. The Owner will be the sole judge of such matters, and should any tender be considered unbalanced, then it will be rejected by the Owner.

### **ABILITY AND EXPERIENCE OF BIDDER:**

The Owner reserves the right to reject the tender of any bidder who does not furnish satisfactory evidence of sufficient capital, paint, and experience to successfully execute and complete the work in the specified time.

As part of this Tender Package, Standard forms for listing experience at performing similar work have been included. Tenderers shall include the completed form with their submission of tender.

### **DEFINITION OF OWNER:**

Wherever the word "Corporation", "Municipality" or "Owner" appears in this contract it shall be interpreted as meaning the "Corporation of the Municipality of West Elgin and/or Corporation of the Municipality of Dutton-Dunwich".

## **TENDER DETAILS:**

A one-year contract for the supply of all labour, paint, equipment, and accessory materials necessary for the application of Pavement Marking Paint on Bituminous or Concrete Pavement. Painting consists of both Centre Line painting and Road Edge painting. The unit price tendered shall be in effect for the year 2024.

Prior to commencement of any work, the Public Works Supervisor will inspect to determine the condition of existing lines and advise contractor of decision to paint.

## **PAYMENTS:**

Payments will be made subject to the provision of monthly invoices submitted to the municipality where the paint product has been applied. Appropriate product receipt tickets signed by Municipal Personnel shall accompany the invoices. Payments will be made within 30 days of receipt of said invoices and material testing results. Requests for payments shall be accompanied by a current Workers Compensation Clearance Form.

### **Requests for payment can be directed to:**

For roads where paint products are applied in the Municipality of West Elgin.

The Municipality of West Elgin  
22413 Hoskins Line  
Rodney, Ontario N0L2C0  
Attention: Lee Gosnell, Manager of Operations and Community Services

For roads where paint products are applied in the Municipality of Dutton-Dunwich.

The Municipality of Dutton-Dunwich  
199 Main Street  
Dutton, Ontario N0L1J0  
Attention: Murray Wickerson, Manager of Roads and Facilities

**All invoices submitted must show a detailed breakdown of all applicable taxes.**

**All invoices submitted must show a detailed breakdown of all materials applied to each road.**

## **INQUIRIES DURING TENDERING:**

The Bidder is advised that inquiries regarding the interpretation of this document shall be directed to the Municipality of West Elgin office, Telephone: (519) 785-0560– Lee Gosnell, Email – [lgosnell@westelgin.net](mailto:lgosnell@westelgin.net)

## **THE OCCUPATIONAL HEALTH AND SAFETY ACT:**

The Contractor must ensure compliance with the Occupational Health and Safety Act and indemnify the municipality for any failure to do so. The contractor will provide, with the tender, an executed copy of the Conditions of Contracting form (appended to this package).

## **LIABILITY INSURANCE, INDEMNIFICATION AND HOLD HARMLESS:**

The Contractor shall take out and keep in force until the date of acceptance of the entire work the following policies of insurance issued by an Insurer acceptable to the Owner.

### **Liability:**

Comprehensive General Liability policy providing coverage for bodily injury and property damage including personal injury liability, contractual liability, Non-Owned Automobile Liability, Owner's and Contractors

Protective Coverage, Products-completed operations, and Contingent Employers Liability. Such policy of liability insurance to carry limits of not less than \$5,000,000.00 inclusive, per occurrence exclusive of interest and cost.

The Policy identified above shall apply as primary insurance and not excess to any other insurance available to the Owner.

**Automotive:**

An Automobile Policy (O.P.F. 1) covering all vehicles owned in whole or in part and licensed in the name of the Contractor including all vehicles leased on a long-term basis for which the Contractor is required to provide bodily injury and property damage insurance.

Such policy of automobile insurance to carry limit of not less than \$2,000,000.00 inclusive.

The contractor shall provide to the Municipalities of West Elgin and Dutton-Dunwich proof of said insurance, prior to the commencement of work. The Municipality shall be listed as an additional insured.

**SCHEDULE OF WORK:**

The contractor shall complete the application of paint prior to the last day of **August 2024**.

**LIST OF SUB-CONTRACTORS:**

The contractor agrees to submit a list of any subcontractors who will be carrying out any part of this contract. This list shall show the names of the proposed subcontractors and for what work each subcontractor will be responsible. The owners have the right to reject any of the contractors so named. In this event, the contractor shall arrange to have the work done by such other subcontractor as may be approved by the owner.

Should the contractor cease operations, under no circumstances shall subcontractors be allowed to continue the work unless an authorized representative of the contractor is present at all times. The contractor shall notify the Municipality in writing of the names and positions of the person or persons representing the contractor.

As part of this Tender Package, Standard Forms for listing any Sub-Contractors have been included. Tenderers shall include the completed form with their submission of Tender.

**SUPPLY OF MATERIALS:**

All materials necessary for the completion of the work shall be supplied by the contractor, except as specifically noted, and the payment provided in the contract shall be deemed to include full compensation for such materials.

The contractor shall supply a list of suppliers of materials related to the tendered works.

All materials must be from sources that are either on the Designated Sources List, the Aggregate Sources List or Approved by the Ministry of Transportation.

**ONTARIO PROVINCIAL STANDARDS GENERAL CONDITIONS OF CONTRACT:**

Unless otherwise noted, the general terms and conditions of the Ontario Provincial Standards General Conditions of Contract (OPS-GC) shall prevail.

**EXECUTE CONTRACT:**

Tenders shall be open for acceptance for a period of 30 days after the closing date. After this time the tender may only be accepted with the consent of the successful bidder.

The successful bidder shall execute the contract documents and furnish the required bond within 10 calendar days of receipt of notification of acceptance of tender.

Failure by the successful bidder to meet the above requirements will entitle the Owner to cancel the award of the contract and to retain the bid deposit as compensation for damages sustained due to the bidder's default. The Municipality may award the contract to one of the other bidders or take such action as he chooses.

**LOCATION OF WORK:**

The work will be located within the Municipalities of West Elgin and Dutton-Dunwich. This work will consist of working on high volume County Roads, along with local streets.

**TENDER QUANTITIES:**

Tender Quantities are approximate and may be subject to change, depending upon prices submitted. The Tender Quantity has been approximated, dependent upon the previous year's results and costs. Approximate quantities for each municipality are as follows:

Municipality of West Elgin  
(+/-) 99,000m Lane Line Centre Line – Solid Yellow  
(+/-) 118,000m Lane Line - White

Municipality of Dutton-Dunwich  
(+/-) 107,000m Lane Line Centre Line – Solid Yellow  
(+/-) 83,000m Lane Line - White

**ONTARIO PROVINCIAL STANDARDS AND SPECIFICATIONS:**

The Ontario Standard Provincial Standards and Specifications (OPSS) and the Ontario Provincial Standard Drawings (OPSD) as well as the MTO Standard Specifications and Standard Drawings, form part of this contract.

The text of all the OPSS's is contained in the Manual "Ontario Provincial Standard Specifications":

Volume 1	Construction
Volume 2	Materials

OPSD's are contained in the Manual "Ontario Provincial Standards for roads and Municipal Services" Volume 3.

**GOVERNMENTAL REQUIREMENTS:**

The Contractor Shall obey all Federal Provincial, and Municipal Laws, Acts, Ordinances, Orders in Council and By-Laws which could in any way pertain to the work outlined in the contract or to the Employees of the Contractor.

**NOTICE TO CONTRACTORS- RE: EMPLOYMENT:**

The Contractor and any Sub-contractor of the Contractor will, respective of this contract,

- i) Employ only residents of Canada and those persons legally able to work in Canada,
- ii) In employing persons refrain from discriminating against any person by reason of his race, religion, political affiliations, or gender.

**HOURS OF WORK:**

The usual hours of work are from Monday to Friday, commencing at 7:00 AM. The contractor may be required by the road authority to perform painting operations after hours (night) on high volume traffic roads. Weekend work is usually not undertaken but is possible in exceptional circumstances. There will be no additional compensation for weekend or after-hours work.

### **MATERIAL SPECIFICATIONS:**

Water-Borne Traffic Paint must be non-coning in conformity with OPSS1716. Any provisional item for Organic Solvent Based Traffic Paint must be in conformity with OPSS1712. Reflectorizing Glass Beads must be in conformity with OPSS 1750. Sampling of each batch will be done on a random basis by the municipality.

The contractor shall submit a certificate of compliance and a completed Water-Borne Traffic Paint Data Form (OPSS 1716) from the paint manufacturer.

### **METHOD SPECIFICATION:**

The application will be performed in conformity with OPSS 532, including the supply of the equipment as specified in OPSS 532. Payment will be based on meters of painted line (including glass beads) applied at the tendered rate. This amount is to be verified by municipal staff.

### **TRAFFIC CONTROL:**

Traffic control shall be the responsibility of the contractor. All Traffic Control shall be in accordance with the Ministry of Transportation, Ontario, and Traffic Control Manual for Roadway Work Operations. Road closures will not be permitted.

The contractor shall supply a clearly marked vehicle complete with flashing lights and a sign warning of painting ahead to follow behind the paint truck. This truck shall keep a proper distance of separation between the paint truck to allow the paint to properly set up.

All costs of traffic control and equipment shall be included in the unit price tendered.

### **ADDENDA:**

Bidders may, during the Tender period, be advised by addenda of required additions to, deletions from or alteration in the requirements of the quotation documents. All such changes shall become an integral part of the Tender Documents and shall be allowed in determining the total quoted price.

### **SALES TAXES:**

Tenders shall show and include all Federal and Provincial Sales taxes where applicable.

### **DISPOSAL OF USED MATERIALS:**

All debris and used materials are to be taken by the contractor to an authorized dump site, duly licensed by the Province of Ontario for Solid Waste. If any liquid waste is involved in the contract, the contractor must contact the Ministry of the Environment and ascertain the appropriate dump site for said waste. Receipts issued by the dump site for all materials must be provided to the owner as proof that the materials were legally dumped in a licensed area. Said receipts must be provided with monthly invoices for each participating authority.

### **HEALTH AND SAFETY**

- (a) The successful contractor is required to conform with the Occupational Health and Safety Act, relating to the Performance of the Contract.
- (b) The successful contractor is required to have a copy of the Occupational Health and Safety Act and/or the Industrial and Construction regulations present on the site at all times.
- (c) The successful contractor will be required to supply to the Owner valid Clearance Certificate as issued by the WSIB.
- (d) The on-site supervisor or foreman supplied by the contractor must be a competent person as defined in the Occupational Health and Safety Act.

- (e) The successful Contractor is required to have a complete set of unexpired Material Safety Data Sheets for all Hazardous Materials on site at all times. These MSDS must be available on-site for all contractors' employees.
- (f) The successful contractor is required to label all Containers of controlled products in accordance with the Workplace Hazardous Materials Information System Regulation.
- (g) Where WHMIS controlled products are used, the successful contractor is required to ensure that all his/her employees have been trained in the safe use, handling, storage and disposal of those products.
- (h) When work is being performed the contractor shall ensure that all first aid requirements are met according to the WSIB regulation. The contractor shall have the appropriate number of employees trained in First-Aid and CPR to the number of employees working in any one shift. The contractor will be required to supply and maintain the appropriate first-aid kits for the project. In the event of a critical injury (as defined in the Occupational Health and Safety Act) the contractor shall notify the Owner's Benefits and Safety Coordinator immediately.
- (j) The Joint Health and Safety Committees for the Municipality and other municipal employees have been instructed to report any violation that contractors make in respect to the Occupational Health & Safety Act and/or any other provincial Statute to their immediate supervisors.
- (i) The Owner reserves the right to inspect the site or project at any time and recommend further actions to safeguard the health and safety of the contractor and Municipal employees.
- (k) The Owner also reserves the right to cancel the contract if any provisions relating to Fire Safety or Health and Safety are contravened or if recommendations from representatives of the Municipality are not observed.

### **TERMINATION:**

Either the owner or the Contractor may terminate the Contract for breach of contract by either party on ten (10) days' notice in writing to the other party. Should termination notice be given by either the Owner or the Contractor, then the Contractor shall continue to provide the services as outlined in the Contract Documents during the sixty (60) day termination period. Failure by the Contractor to comply with these conditions may result in the Owner deducting money from the Contractor's invoices, calling on the company who issued the performance bond and/or billing the Contractor; to ensure that the services as outlined in the Contract Documents continued to be provided without additional cost to the Owner, so that the work remains at an acceptable standard.

In case the Contractor defaults or delays in executing the work satisfactorily, the Owner may give notice to the Contractor in writing that the Contractor has made such default. Should the Contractor fail to remedy satisfactorily such defaults without delay, or should the Contractor become insolvent or abandon the work or otherwise fail to observe the provisions of the Contract then and in any part of such cases, the Owner may immediately take the work or portions thereof out of the Contractor's hands and employ person or persons such as he may see fit to complete the work so taken over. In any case the contractor shall be chargeable with and remain liable for all loss or damage which may be suffered by the Owner by reason of such default and shall be liable to the Owner for the cost of doing any such work over and above the contract price.

THEREFORE: Should the Contractor exercise his option to terminate his contract for any reason other than an increase in Fair Wage Rates, the Owner reserves the right to suspend the Contractor from tendering on the Owner's other Security Service Contracts for a period of 2 years.

**TENDER QUANTITY, PRICING, EVALUATION AND AWARD:**

TENDER QUANTITY

Tender Quantities are approximate and may be subject to change, dependent upon prices submitted. The Tender Quantity has been approximated dependent upon previous year's results and costs.



## RFT 2024 LINE PAINTING

I/We the undersigned, agree to supply and apply Water Borne Traffic Paint on various roads located within the Municipalities of West Elgin and Dutton-Dunwich as required by the Manager of Operations/Roads or appointed designate from the respective municipality, in compliance with the terms, conditions and specifications as noted in the Tender Form and Addenda.

### ONE YEAR CONTRACT

Option # 1 (one year contract)		
	Unit Price	Amount Tendered
<b>Municipality of West Elgin</b>		
99,000m Lane Line Centre Line – Solid Yellow	\$ per m.	\$
118,000m Lane Line - White	\$ per m.	\$
<b>Municipality of Dutton-Dunwich</b>		
107,000m Lane Line Centre Line – Solid Yellow	\$ per m.	\$
83,000m Lane Line - White	\$ per m.	\$
Sub Total		\$
Applicable Tax		\$
Total Amount Tendered		\$

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

1. Lowest or any tender not necessarily accepted.
2. Total amount is inclusive of all applicable taxes including H.S.T
3. Total amount is inclusive of all transport, float charges, etc.

## CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Contractor(s): \_\_\_\_\_

The Municipalities of West Elgin and Dutton-Dunwich are committed to:

- i. The prevention of workplace injury and illness to all workers at Municipal locations.
- ii. The belief that contractor safety is compatible with the safety policy of the Municipality and is good business.
- iii. Assuming a leadership role by citing contractors for any violations of the contract.
- iv. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors, and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.
- v. For long term contracts, or contracts involving pre-selected contractors, the Municipality reserves the right to cancel (or place on probation) the contract of any contractor who is charged and/or convicted of offences under the Occupational Health and Safety Act while carrying out any part of a project with the Municipality.

Contractor's Statement of Responsibility:

As a contractor retained to perform work for the Municipality of Bayham, I/we accept the following health and safety responsibilities:

- i. I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies and procedures, department and site-specific policies and procedures and all applicable legislation or regulations.
- ii. I/we will work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of work.
- iii. For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional, or Satisfactory-Unaudited.
- iv. I/we will advise the Municipality if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Municipality with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name of Person Signing for Contractor

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

**PLEASE RETURN THIS FORM WITH YOUR SUBMISSION**

# THE MUNICIPALITIES OF WEST ELGIN AND DUTTON-DUNWICH

## RFT 2024 LINE PAINTING

### GENERAL CONDITIONS

Ontario Provincial Standards General Conditions of Contract (OPSGC)

The Ontario Provincial Standard General Conditions of Contract has not been reproduced as part of these contract documents, but may be obtained at the MTO stationary stores, Purchasing and supply office, Right of Way and Services division, East building Downsview. It will be the Contractors' responsibility to obtain current copies of Ontario Provincial Standards General Conditions of Contract.



# The Municipalities of West Elgin and Dutton Dunwich

## RFT 2024 LINE PAINTING

Tenderer's Experience in Similar Work			
Year Completed	Description of Work	For Whom Work Performed	Value

To be completed and returned with tender.

## RESPONDENT INFORMATION FORM

**Bidders must complete this form and name one person to be the contact for the RFT response and for any clarifications or amendments that might be necessary.**

1.	Full Legal Name of Respondent:	
2.	Any Other Relevant Name Under Which the Respondent Carries on Business:	
3.	Street Address:	
4.	City, Province/State:	
5.	Postal/Zip Code	
6.	Office Toll Free Number (if any):	
7.	Office Phone Number:	
8.	Office Fax Number:	
9.	Company Website (if any):	
10.	WSIB Clearance Number (if applicable):	
11.	HST Account Number:	
12.	RFT Contact Person's Name and Title:	
13.	RFT Contact Person's Office Phone Number:	
14.	RFT Contact Person's Cell Phone Number:	
15.	RFT Contact Person's Fax Number:	
16.	RFT Contact Person's E-mail:	

\_\_\_\_\_  
RESPONDENT'S NAME &  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**PLEASE RETURN THIS FORM WITH YOUR SUBMISSION**

## **TENDER SUBMISSION REQUIREMENTS**

### **RFT 2024 LINE PAINTING**

1. TENDER FORM
2. WORK EXPERIENCE FORM
3. LIST OF SUB-CONTRACTORS
4. CONFIRMATION OF FAVOURABLE HEALTH & SAFETY PRACTICE FORM