

TOWNSHIP OF EAST ZORRA-TAVISTOCK

TENDER DOCUMENTS FOR

GRANULAR "A" RESURFACING CONTRACT

TENDER 2011-01

INSTRUCTIONS TO BIDDERS

SUBMISSION OF TENDERS

Sealed envelopes, marked "Tender", addressed to the Corporation of the Township of East Zorra-Tavistock, Hickson, Ontario, N0J 1L0, will be received up to 11:00 a.m. on Thursday February 24th 2011.

BID DEPOSIT

Each proposal must be accompanied by a certified cheque or bid bond in the amount of \$10,000.00, made payable to the Township of East Zorra-Tavistock.

The successful bidder will forfeit and surrender the said cheque as agreed amount of liquidated damages in case of failure to enter into a contract, as described above.

Cheques of all other bidders will be returned immediately. The successful bidder's cheque will be returned with the final progress billing, provided the work is completed satisfactorily.

ACCEPTANCE OF TENDER

The Corporation of the Township of East Zorra-Tavistock reserves the right to reject any or all bids.

STARTING DATE

The bidder agrees to start as soon as possible, weather permitting, after May 2nd 2011 at the discretion of the Public Works Manager.

COMPLETION DATE

1. The successful bidder agrees to complete the contract in Fifteen (15) working days from May 2nd 2011.

SPECIFICATIONS FOR SURFACE APPLICATION OF CRUSHED GRANULAR "A"

DESCRIPTION

This work shall consist of furnishing suitable Pit Run material, and crushing to a maximum grain size of 1 inch (26.5 mm) gravel, and applying to Township Roads.

QUALITY OF MATERIAL

The term Crushed "A" Gravel shall mean material suitable to qualify under the conditions of M.T.O. Form 1010-1, 1010-2 and 1010-3, metric/March 1993.

CONSTRUCTION REQUIREMENTS

The trucks and drivers used in applying the granular "A" shall be capable of the following requirements:

1. The trucker shall be able to spread evenly on any section of road.
2. The trucker shall be able to adjust the thickness of spread to the road, to the satisfaction of the Public Works Manager.
3. All truckers must be capable of beginning the spread while truck is in motion, with ground speed of no less than 15 k.p.h.
4. All truckers must obey the ticket taker or checker as to where to begin to spread.
5. All truckers will be required to place a double spread, either side by side, or one spread over another, if asked by the checker or Public Works Manager.
6. All truckers will be in agreement with checker as to placement of material for the checker to accept and sign the bill of lading.
7. **Only hopper trucks will be accepted on the job.**

APPLICATION

1. The crushed "A" gravel shall be applied to the Township roads, by the tonne at a rate of no less than 1,500 tonnes and no more than 4,000 tonnes per working day.
2. The rate of application shall generally be @ 400 tonnes per mile or at the discretion of the Public Works Manager.

TENDER ITEMS

This work shall be bid on the basis of one or more of the following items.

1. Supply and place 17,000 tonnes of crushed "A" gravel on all granular roads in the Township of East Zorra Tavistock South of Oxford Road #8 as well as on the 9th, 10th and 11th lines from Cassel Side Road south and the Cassel Side Road

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from the 13th line to the 9th line. A map indicating the road sections to be covered is attached.

MEASUREMENT FOR PAYMENT

The unit of measurement shall be metric tonnes.

BASIS OF PAYMENT

For Crushed Granular "A", payment will be made at the contract unit price placed on the Township roads at the discretion of the Public Works Manager.

WORKING DAY

A working day is a day in which 60% of the day is utilized in main construction activity, as set down in attached "Special Provisions for Liquidated Damages".

LIQUIDATED DAMAGES

A charge of \$1,000.00 per day will be imposed for each day beyond the working days allotted under the heading "Completion Date".

WEIGHING AND MEASUREMENTS

1. When the contract is accepted by the tonne, the price per tonne shall include weighing and weigh scales supplied by Contractor, with Daily Summation Sheets available the next working day.
2. The Township may have a checker present in the scale house at all times.
3. The municipality of East Zorra-Tavistock will in no way be responsible for overloads, as enforced by the Province.
4. M.T.O. specifications Form 502, for weighing of materials, shall apply if contract is let by the tonne.
5. All trucks shall tare in twice daily.

QUALITY CHECK

Successful bidder agrees that if any discrepancy in the quality of Crushed "A" Gravel exists between himself and the Township Public Works Manager, an Engineering Firm shall be engaged at the Contractor's expense, and the findings will be compared to M.T.O. Form 1010. Acceptance or rejection of the material shall then be at the discretion of the Public Works Manager. No gravel shall be applied to the Township roads until the Public Works Manager accepts the granular material as satisfactory, and at any stage during the application to the roads, the contract can be halted until tests are made under the supervision and to the satisfaction of the Public Works Manager. Granular test equipment to be made available to the Township allowing one test per day if required.

LIQUIDATED DAMAGES

1. Time

Time shall be the essence of this agreement.

PROGRESS OF WORK AND TIME FOR COMPLETION

The charging of working days on this contract shall commence on May 2nd 2011 and the Contractor shall diligently prosecute his work on this contract to completion on or before the expiration of fifteen (15) working days from the date of May 2nd 2011.

If this time limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed.

Working time shall be charged until the date of acceptance of the work by the Township at which time all work required in the contract, including all final clean-up and trimming shall be completed.

WORKING DAY

A Working Day is defined as any day:

- (a) Except Saturdays, Sundays and Statutory Holidays;
- (b) except a day on which the Contractor is prevented by inclement weather or conditions from proceeding with at least 60% of the normal labour and equipment force engaged on such operation or operations for at least five (5) hours toward completion of such operation or operations. A controlling operation or operations is to be construed to include any feature of the work considered at the time by the Public Works Manager and the Contractor which, if delayed, will delay the time of completion of the contract.

If the Contractor is delayed in the completion of the work -

- a. by reason of changes or alterations made under the General Conditions;
- b. by reason of any breach of contract or prevention by the Township, or other Contractor of the Township, or any employee of any one of them;
- c. by reason of delay by the Township in issuing instructions or information or in delivering materials;

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- d. by any other act or neglect of the Township or any other Contractor of the Township or any employee of any one of them;
- e. for any cause beyond the reasonable control of the Contractor;
- f. by acts of God, or of the Public Enemy, acts of the Province or of any foreign state; fire, flood, epidemics, quarantine restrictions, embargoes, or delays of Sub-Contractors due to such causes,

the time of completion shall be extended in writing at any time on such terms and for such period as shall be determined by the Township, and, notwithstanding such extensions, time shall continue to be deemed of the essence of this contract.

An application by the Contractor for an extension of time as herein provided shall be made to the Township in writing at least five (5) days prior to the date of completion fixed by the contract. All bonds or other surety furnished to the Township by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Township with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Township whatsoever under this contract, and all of such rights shall continue in full force and effect after the time limited in this contract for the completion of the work and whenever in this contract power and authority is given to the Township or the Public Works Manager or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof, such powers or authority may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Public Works Manager.

LIQUIDATED DAMAGES

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 within the number of working days as set forth in the special provisions, damage will be sustained by the Township, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Township will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Township the sum of one thousand dollars (\$1,000.00) for liquidated damages for each and every calendar day delay in finishing the work in excess of the number of working days prescribed and it is agreed that this amount is an estimate of the actual damage to the Township which will accrue during the

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period in excess of the prescribed number of working days.

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

If the time available for the completion of the work is increased or decreased because of an overrun of a major item in the contract, the Township may increase or decrease the number of working days by adding or subtracting there from, as the case may be, a number of days calculated on the average daily production of the most productive 50% of the working time shown on the Contractor's schedule, divided into the difference between the actual quantity and the estimated tender quantity, provided that this basis for calculation may not be used where in the opinion of the Public Works Manager, all or any of the relevant major items are carried out concurrently.

INSURANCE

The successful bidder, hereinafter termed the General Contractor, upon award of the contract, shall obtain, pay for, and maintain public liability and property damage insurance, in conformity with the general conditions in the amount of \$5,000,000.00. Such insurance is to be maintained during the life of the contract.

Proof of insurance and a WSIB Certificate is to be provided to the Township of East Zorra-Tavistock prior to commencement of the Contract.

OCCUPATIONAL HEALTH & SAFETY REGULATIONS

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved by the Township of East Zorra-Tavistock before commencing any work and the Contractor is responsible for ensuring that their employees comply with the terms of this Agreement.
2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.

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3. The Contractor shall indemnify and save harmless the Township of East Zorra-Tavistock from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold the Township of East Zorra-Tavistock harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Township in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
4. Contractor shall, during any time in which it is providing services to the Township of East Zorra-Tavistock, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than five million (\$5,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the Township of East Zorra-Tavistock as an additional insured and a certificate acknowledging same must be provided to the Township.
5. The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the Township of East Zorra-Tavistock's Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by the Township to provide additional precautions as deemed necessary by the Township for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of safety rules or regulations is justification for the immediate termination of its Contract with the Township of East Zorra-Tavistock, without any further obligation on the part of the Township.
6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.
7. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorney to the jurisdiction of the Courts of that Province.

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8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.
9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the Township.
10. No contracted work offers will be granted by the Township of East Zorra-Tavistock unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the Township.

Dennis O'Neil
Public Works Manager
Township of East Zorra-Tavistock
Hickson, Ontario N0J 1L0

FORM OF TENDER

CRUSHED GRANULAR "A"

His Worship the Mayor and Members of Township Council
Township of East Zorra-Tavistock
Hickson, Ontario N0J 1L0

We, the undersigned, herewith agree to supply all materials, equipment and labour necessary to apply Crushed Granular "A" (100% passing 26.5 mm sieve) to various Township roads, as directed by the Public Works Manager.

List of Subcontractors to be Employed

Bidders must provide a complete list of subcontractors who will be employed on the project.

Item of Work	Subcontractor/subtrade

Subcontractor(s) is (are) subject to the approval of the Township and once approved may not be changed without the Township's written consent.

The following unit price must show HST as separate items.

- (1) 17,000 tonnes applied as per tender

Price per tonne _____
H.S.T. _____
Total Cost per tonne _____

FORM OF TENDER

CRUSHED GRANULAR "A"

Quantities appearing in the "Form of Tender" are approximate only, and the Township of East Zorra-Tavistock does not guarantee these quantities. The Township reserves the right to increase or decrease this quantity by 20%, if necessary.

NAME OF CONTRACTOR _____

ADDRESS OF CONTRACTOR _____

TELEPHONE NUMBER _____

Authorized Signature _____

Date _____

AGREEMENT

THIS AGREEMENT MADE in duplicate this _____ day of _____ 2011.

BETWEEN

Hereinafter called the "Contractor" of the First Part

AND

Tavistock The Corporation of the Township of East Zorra-

Part

Hereinafter called the "Corporation of the Second

WITNESSETH that the Party of the First Part, for and in consideration of the payment or payments specified in the tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and to the satisfaction of the Public Works Manager, to do all the work as described hereafter, furnish all materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications, and tender therefore, all of which are to be read herewith and form part of this present agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

The work to be done consists of:

Application of Granular "A" Material to specified roads

The Contract to be known as the Township of East Zorra-Tavistock 2011-01

The Contractor agrees to do the work as and when directed to be done by the Public Works Manager and to complete the same on or before May 27th, 2011 unless otherwise directed by the Public Works Manager.

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The Contractor further agrees to pay to the Party of the Second Part One Thousand Dollars (\$1000.00) per day as liquidated damages for every day beyond the expiration of the date of completion stated herein.

The Contractor agrees that such monies may be deducted from any monies due on the expiry date or to grow due to the Contractor from the operations under this agreement.

Throughout this Contract, the term "Engineer" shall be synonymous with Public Works Manager.

IN CONSIDERATION WHEREOF said Party of the Second Part agrees to pay to the Contractor for all work done in the manner provided by the specifications of this contract the unit prices on the tender.

WITNESS the Hand and Seal of the Contractor and witness the Corporate Seal of the Township of East Zorra-Tavistock under the hands of its proper officers in that behalf.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF _____

CONTRACTOR _____

MAYOR _____

C.A.O. _____

TOWNSHIP OF EAST ZORRA-TAVISTOCK

