

**THE CORPORATION OF THE  
TOWNSHIP OF ZORRA**



**REQUEST FOR PROPOSAL  
2017-03**

**GRANULAR "M" GRAVEL  
APPLICATION**



# TOWNSHIP OF ZORRA

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274620 27<sup>th</sup> Line, PO Box 306 Ingersoll, ON, N5C 3K5  
Ph. (519) 485-2490 • 1-888-699-3868 • Fax (519) 485-2520

January 26, 2017

## **REQUEST FOR PROPOSAL 2017-03 GRANULAR “M” GRAVEL APPLICATION**

The Township of Zorra will receive sealed proposals for **Granular Gravel Application**, clearly marked “**2017-03 Gravel Application**”, until 11:45 a.m. on Tuesday, February 7, 2017 at the following address:

Township of Zorra Municipal Office  
274620 27<sup>th</sup> Line, P.O. Box 306  
Ingersoll, ON N5C 3K5

Proposals received after the closing time will be rejected and returned unopened to the proponent. The Township of Zorra reserves the right to dismiss any or all proposals at their sole discretion. The lowest proposal will not necessarily be accepted.

For any further information, please contact the undersigned.

Aden Corcoran, C.E.T.  
Director of Public Works  
Township of Zorra  
519-485-2490 ext. 227

## **INFORMATION TO PROPONENTS**

### **Scope of Work:**

The work includes the application of 55,000 metric tonnes of 3/4" Granular "A" and 5/8" Granular "M" gravel to be applied to all Township gravel surfaced roads south of Road 84 plus areas shown as per the attached map. The map is not to scale.

### **Bid Deposit:**

A certified cheque made payable to the Municipality in the amount of \$25,000 must be submitted with the proposal. The cheques of the unsuccessful proponents will be returned within seven (7) days of the closing date. The cheque of the successful proponent will be retained until the Municipality's acceptance of the work.

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

If the successful proponent wishes, he/she may file with the Municipality a completed performance bond, signed and sealed by a recognized bonding company, in the amount of 100% of the total estimated value of the work.

### **Acceptance of Proposal:**

The Corporation of the Township of Zorra reserves the right to reject any or all proposals. The proposed price supplied by proponents shall remain valid for acceptance for thirty (30) days following the closing date of this proposal.

### **Rejection of Proposal:**

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

- (a) Proposals received after the closing date.
- (b) Proposals received on other than the proposal form supplied.
- (c) Proposals not completed in ink.
- (d) Incomplete proposals.
- (e) Qualified or conditional proposals.
- (f) Proposals not properly signed and sealed.

**Director of Public Works:**

Means the Council of the Municipality or such other person as may be authorized by the Council to act on their behalf in any particular capacity.

**Starting Date:**

The proponent agrees to start as soon as possible, weather permitting, after May 1, 2017 at the discretion of the Director of Public Works or their designee.

**Completion Date:**

The successful bidder agrees to complete the work twenty-five (25) working days from the starting date identified by the Director of Public Works or designate.

**Liability Insurance:**

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 five million dollars (\$5,000,000.00) exclusive on 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 there under 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 the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the Municipality before the work is started.

**Regulations:**

The Contractor shall abide by all acts, by-laws and regulations relative to the performance of the work. These include but are not limited to the Occupational Health and Safety Act and the Ontario Traffic Manual Book 7.

**Payments:**

Monthly payments for work done may be paid up to 75% of the estimated value of the work performed. Within thirty-seven (37) days of the date of acceptance of the completed contract, the remaining 25% will be released to the Contractor.

**Indemnity:**

The successful bidder shall indemnify and hold the Township of Zorra harmless from and against any liability, loss, claims, demands, costs and expenses including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether wilful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

**Weighing:**

Weighing shall be carried out in accordance with OPSS 502, current at the time of this contract.

**Damage by Vehicles and Other Equipment:**

If at any time, in the opinion of the Director of Public Works or their designee, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Director of Public Works or their designee and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Director of Public Works or their designee.

**Loading of Motor Vehicles:**

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

**Material Source:**

All the Granular A material in this proposal will come from the Township of Zorra Robinson Pit located at 316769 31<sup>st</sup> Line in the Township of Zorra. No equipment utilized as a part of this tender shall be on the Township of Zorra 31<sup>st</sup> Line prior to 7:00 am or no equipment in the Township of Zorra pit will be started prior to 7:00 am.

**Application Requirements:**

The equipment and drivers utilized in applying the Granular Material shall be capable of and adhere to the following:

- (a) The trucker shall be able to spread evenly on any section of road.
- (b) The trucker shall be able to adjust the thickness of spread to the road, to the satisfaction of the Director of Public Works or their designee.
- (c) All truckers must be capable of beginning the spread while the truck is in motion, with ground speed of no less than 15 k.p.h.
- (d) All truckers must obey the Director of Public Works or their designee as to the location to begin to spread.
- (e) All truckers will be required to place a double spread, either side by side, or one spread over another, if asked by the Director of Public Works or their designee.
- (f) All truckers will be in agreement with the checker as to placement of material for the checker to accept and sign the bill of lading.
- (g) Hopper type trucks, that can be shut off at will, shall be used for applying gravel to Township roads unless otherwise approved by the Director of Public Works or their designee.
- (h) All application rates shall be 400 tonnes per mile except as noted on the attached map.

**Completion Liquidation Damages:**

Time shall be of the essence in this agreement.

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 **May 26, 2017** as set forth in the special provisions, damage will be sustained by the Municipality and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the Municipality will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Municipality the sum of two thousand dollars

(\$2,000.00) for liquidated damages for each and every calendar day's delay in finishing the work beyond **May 26, 2017** and it is agreed that this amount is an estimate of the actual damages to the Municipality which will accrue during the period in excess of the prescribed completion date.

By mutual agreement only, the completion date may be extended between the Contractor and the Municipality to accommodate extenuating circumstances i.e. weather, late frost, etc.

The Municipality 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 Municipality.

Cost per tonne to apply to roads	
HST on trucking	
Total per tonne	
Total for 55,000 tonnes	

The above pricing shall remain valid through the duration of this contract.

All quantities appearing on this proposal are approximate and the Township of Zorra does not guarantee these quantities.

The Contractor has carefully examined the specifications and conditions attached to this proposal and understands and accepts the said specifications and conditions and, for the prices set forth in this proposal, 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 specifications and conditions attached to this proposal.

Attached to this proposal is a certified cheque in the amount specified in the "Bid Deposit" section of this document, made payable to the Corporation of the Township of Zorra. The proceeds of this cheque shall, upon acceptance of the proposal, constitute a deposit which shall be forfeited to the Municipality, if the Contractor fails to file with the Municipality an executed form of agreement for the performance of the work prepared for

the Municipality in accordance with this proposal and the specifications and conditions attached hereto within ten (10) days from the date of acceptance of the proposal.

It is agreed that the proposal quantities are estimated 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 \_\_\_\_\_  
and to diligently perform the work continuously without undue delay and  
further promise to complete the work by \_\_\_\_\_ .

By: \_\_\_\_\_  
(Name of firm or individual, herein referred to as Contractor)

Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Person Authorized to Sign for Firm: \_\_\_\_\_

Signature of Person Authorized to Sign for Firm: \_\_\_\_\_

Office of Person Authorized to Sign for Firm: \_\_\_\_\_

Witness or Firm Seal: \_\_\_\_\_



**AGREEMENT**

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

hereinafter called the "Municipality"  
OF THE FIRST PART

- and -

hereinafter called the "Contractor"  
OF THE SECOND PART

WITNESSETH, that the party of the second 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 Director of Public Works, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the Tender therefore, which are identified and acknowledged in the Information to Tenderers, Tender Form, and Special Provisions of the Tender all of which are to be read herewith and form part of this present Agreement.

IN CONSIDERATION WHEREOF, Said party of the first part agrees to pay to the Contractor for all work done, the unit prices on the Tender.

This agreement shall ensure to the benefit of and the binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed their names on the day first above written.

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

\_\_\_\_\_  
Company Name

Corporation of the Township of Zorra

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Clerk



**ATTACH THIS SHEET TO THE FRONT OF YOUR TENDER  
ENVELOPE/PACKAGE SUBMISSION**

**PROPOSAL  
TO BE RETURNED TO:**

**THE CORPORATION OF THE TOWNSHIP OF ZORRA  
274620 27<sup>TH</sup> LINE, P.O. BOX 306  
INGERSOLL, ON N5C 3K5**

**RFP 2017-03  
GRANULAR "M" GRAVEL APPLICATION**

**Bidder's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

<b>For Township Use Only</b>	
<b>Date Stamp</b>	
<b>Time Received</b>	<b>Employee Signature</b>

**NOTE:** This address label/sheet must be affixed to the front of your sealed tender envelope/package submission. The Township will not be held responsible for envelopes or packages that are not labeled.