



TOWNSHIP OF ZORRA

274620 27th Line, PO Box 306 Ingersoll, ON, N5C 3K5
Ph. 519-485-2490 • 1-888-699-3868 • Fax 519-485-2520
Website www.zorra.on.ca • Email admin@zorra.on.ca

TENDER 2018-07

PROJECT 6027-2018

ROAD 60 PAVING



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March 6, 2018

TENDER 2018-07 PROJECT 6027 – 2018 ROAD 60 PAVING

The Township of Zorra will receive sealed tenders for Asphalt Pulverizing and Paving clearly marked “**2018-07 PROJECT 6027 – 2018**” until **11:00 am on Tuesday, March 27, 2018** at the following address:

Township of Zorra Municipal Office
274620 27th Line
Ingersoll, Ontario

Tenders received after the closing time will be rejected and returned unopened to the tenderer. The Township of Zorra reserves the right to dismiss any or all tenders at their sole discretion. The lowest tender 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

CONTRACT DOCUMENTS FOR PROJECT

TENDER CLOSING

Sealed tenders, plainly marked, will be received up to **11:00 AM on Tuesday, March 27, 2018** at the Township of Zorra Office, 274620 27th Line, Ingersoll.

AGREEMENT

THIS AGREEMENT MADE in duplicate this day of 2018.

BETWEEN

Hereinafter called the "Contractor" of the First Part

AND

The Corporation of the Township of Zorra Hereinafter called the "Corporation of the Second Part"

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 Director of Public Works, 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 is hot mix resurfacing, applying and compacting shoulder gravel of the sections of roads as outlined in the Tender Documents. It is the responsibility of the bidder to confirm all dimensions and quantities estimated in this tender.

The Contract to be known as the Township of Zorra 2018-07 6027-2018.

The Contractor agrees to do the work as and when directed to be done by the Director of Public Works and to complete the same on or before July 13, 2018 unless otherwise authorized by the Director of Public Works.

The Contractor further agrees to pay to the Party of the Second Part Two Hundred Dollars (\$200.00) 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 that grow due to the Contractor from the operations under this agreement.

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

IN CONSIDERATION WHEREOF said Party of the Second Part agrees to pay 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 Zorra under the hands of its proper officers in that behalf.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF _____
Contractor's Signature

CONTRACTOR _____

C.A.O. _____

INFORMATION TO BIDDERS

COMMENCEMENT AND COMPLETION

The Township of Zorra expects to authorize this work on or before April 4, 2018. The Contractor shall complete this work by July 13, 2018.

Start Date

EXPERIENCE AND ABILITY OF BIDDERS

The bidder shall furnish in the space provided in the Form of Tender details of his previous related experience. The Bidder shall give in the Form of Tender the name and address of each proposed sub-contractor used in making up his tender stating the portion of work allocated to each.

After the tender has been accepted by the Township, the Contractor shall not be allowed to substitute other sub-contractors in place of those named, without written approval from the Director of Public Works.

Awarding of this Contract will be subject to the Township being satisfied that the Contractor's Plan and Equipment is capable of producing sufficient material in order to complete the Contract in the time specified. It is expected that the Contractor will complete this Section One and Section Two of this work uninterrupted once mobilized to the site.

TENDER DOCUMENTS

Tenders which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

All blanks must be legibly and properly filled in on the printed forms supplied for the purpose, otherwise, the tender may be declared informal. Should any uncertainty arise as to the proper manner of doing so, the requisite information will, upon request, be given by the Director of Public Works.

The Township reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the Township to do so.

MEASUREMENT FOR PAYMENT

Measurement for payment shall be as indicated in the Schedule of Items and Prices in this document. When referring to tons, we are referring to metric tonnes.

HARMONIZED SALES TAX

The tendered sums and rates shall not include HST.

TENDER CLOSING DATE

Sealed tenders, plainly marked as to contents, and addressed to:

Aden Corcoran, C.E.T.
Director of Public Works
Township of Zorra
274620 27th Line, RR 3
Ingersoll, ON N5C 3J6

Shall be received up to 11:00 am on Tuesday, March 27, 2018.

SPECIAL PROVISIONS OF THE SPECIFICATIONS

GENERAL

Ontario Provincial standard specifications shall apply and be part of the Contract.

The applicable O.P.S. specifications are:

- Material Specifications for Aggregates – 1003-1
- Construction Specifications – 310-1
- Material Specifications for Hot Mix – 1150-1

THE “FAIRNESS IS A TWO-WAY STREET” ACT

All bidders must comply with provisions of the “Fairness is a Two-Way Street” Act, which places restriction on companies, workers and aggregate haulers from designated jurisdictions who want to work in Ontario. Quebec is declared a designated jurisdiction by regulation under the Act.

ASPHALT CEMENT PAYMENT ADJUSTMENT

The Township will make a payment adjustment for items that relate to hot mix relative to the price changes in asphalt cement in accordance with M.T.O. index price for asphalt cement and the formula shown below. The Contractor shall forward to the Township a copy of the price index for the asphalt cement as published for each of the adjustment dates necessary.

The bid price per tonne is to reflect the asphalt cement price index of \$650 per tonne. A variation on the M.T.O. published price index (PI) will result in a direct payment adjustment to the contract prices for the items previously listed using the formulas below. For mixes containing reclaimed asphalt, the payment adjustment shall apply only to new liquid asphalt added and the Contractor shall show the percentage of new asphalt to be used in his mix design submission.

SPECIAL PROVISIONS OF THE SPECIFICATIONS

For each item that is eligible for payment adjustment, the price will be established on the first day of work for that item and will remain constant for the duration of that item. The asphalt content is established being the lesser of the job mix formula or the actual asphalt content measured through testing where the asphalt content is more than 0.3% below the job mix formula.

Adjusted Payment Price = Tender Price – (PI 05/01/06 – PI Start Date of Each Job) x AC where AC = asphalt cement content in kg/kg PI (05/01/06) = price index on April 30, 2010 Start Date of Each Job = price index at the start date of each job. This adjusted payment price includes all taxes.

STORAGE YARD

It is the responsibility of the Contractor to arrange a suitable storage yard for his materials and equipment at or near the construction site.

REGULATION OF PITS AND QUARRIES

Bill 120, an Act to Regulate Pits and Quarries and to provide for their rehabilitation is now in effect and shall be applicable in such parts of Ontario as the Lieutenant Governor shall from time to time as designated by Regulations.

All costs related to this specification will be deemed to have been included in the appropriate tender items and no separate payment will be made therefore.

PROPERTY OWNERS' RELEASE OF PIT AREAS AND WASTE DISPOSAL AREAS ON PRIVATELY OWNED AND MUNICIPALLY OWNED LANDS

In accordance with the Conditions set out in Subsection 106-1 of the General Conditions of the Contract, the Corporation may, without further notice, withhold payment of monies due the Contractor until the Contractor shall have provided the Director of Public Works with a copy of a release signed by the owner of each pit or waste disposal area used by the Contractor.

SPECIAL PROVISIONS FOR LIQUIDATED DAMAGES

a) **Time**
Time shall be the essence of this agreement.

b) **Progress of The Work and Time for Completion**

The Contractor shall complete this Contract in its entirety by the "Date of Completions" specified in the Information to Bidders.

If this time limit 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 ensure 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 therefore.

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

- i. by reason of changes or alterations;
- ii. by reason of any breach of contract or prevention by the Corporation, or other contractor of the Corporation or any employee of any one of them;
- iii. by reason of delay by the Corporation in issuing instructions or information or in delivering materials;
- iv. by any other act of neglect of the Corporation or any other contractor of the Corporation or any employee of any one of them;
- v. for any cause beyond the reasonable control of the contractor; or
- vi. by acts of God, or of the public enemy, Acts of the Province or of any Foreign State, fire, floods, epidemics, quarantine restrictions, embargoes, or delays of sub-contractors due to such cases, the time of completion may be extended in writing at any time on such terms and for such period as shall be determined by the Corporation, 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 Corporation in writing on the form prescribed at least fifteen (15) days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the Corporation 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 Corporation 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 Corporation 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 Corporation or the Director of Public Works 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 authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limit 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 Director of Public Works.

c) 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 date of completion specified aforementioned damage will be sustained by the Corporation, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Corporation the sum of FIVE HUNDRED DOLLARS per day for liquidated damages for each and every calendar's delay in finishing the work beyond the date of completion prescribed and it is agreed that this amount is an estimate of actual damage to the Corporation which will accrue during the period in excess of the prescribed date of completion.

d) Occupational Health & Safety Regulations

The Contractor hereby agrees to abide by the Occupational Health and Safety Act and all regulations thereto and demonstrate the establishment and maintenance of a health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation as well as the Townships health and safety policy and procedures and are held accountable for their health and safety performance, provide a **WSIB clearance certificate** and ensure the workers in their employment are aware of the hazardous substances that may be in use at a workplace and wear the appropriate personal protective equipment required for the area. Failure to do so will result in immediate stoppage of work until the problem is rectified to the satisfaction of the Township and/or Ministry of Labour. The Contractor shall be responsible for supplying all protective equipment, securing necessary signage, locates and site specific precautions required by the Act and regulations thereto to carry out the required work.

The Contractor shall indemnify and hold harmless the Township of Zorra for all fines and legal fees resulting from activities which are in contravention of the Act. This shall include any fines against the municipality and legal fees defending those fines which are imposed as a result of the Contractors' activities.

The Corporation may deduct any amount 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 Corporation.

TRAFFIC PROVISION AND CONTROL

The Contractor shall, at their expense, erect and maintain adequate traffic protection, signs, barricades and lights as directed to ensure safety to the public and the smooth flow of traffic at the Construction Site.

The Contractor is to supply necessary signs and posts, and all lights and barricades required; also flag persons, if required.

WORK LOCATION

The location of the paving work is shown on the attached map. The pulverizing and paving location is on the Township of Zorra Road 60.

TESTING OF MATERIALS

- a) The Director of Public Works may require documentary evidence to the effect that Materials supplied by the Contractor comply with the terms of the Specifications. Such evidence must be in the form of a certified copy of laboratory report from a recognised testing company acceptable to the Director of Public Works. No costs in connection with these tests shall be borne by the Corporation.
- b) Where a product name is mentioned in these Specifications, the Contractor may use an alternative or substitute product, provided that such product is proven to meet the terms of the Specification as outlined in (a) above.

WEIGHING

The Contractor is advised of the requirements of the Highway Traffic Act with respect to Vehicle Licensing and Loading Restrictions. It will be the truck drivers' sole responsibility should he/she decide to haul in excess of this figure (being the Licensed Capacity). It is the responsibility of the contractor to confirm all quantities and distances shown in this tender.

The Township will pay for all materials received and accepted on the job site under this Contract.

TENDER FOR CONTRACT # 6027-2018

I/We _____ having carefully examined the site of the proposed work as well as all the related Contract Documents, hereby tender and offer to enter into a Contract to supply and do all that is set out or called for in the Contract Documents, on the terms and conditions set out or called for in the Contract Documents for the Total Contract Price of:

_____ Dollars (\$_____)

The aforesaid sum is made up as shown in the following Schedule of Items and Prices.

I/We further agree to any additions or deductions in the extent of the work at the unit prices above mentioned within the area specified as may be deemed advisable by the Corporation and the Director of Public Works.

I/We further agree to supply a performance bond in the amount of 50% of the value of the contract.

If this tender is accepted and the Contract awarded to

(Company name) _____

I/We hereby agree to execute an Agreement in duplicate.

It is further agreed that the Contractor will complete this work between June 1, 2018 and July 13, 2018 or as agreed with the Director of Public Works, and will, subject to liquidated damages, complete the necessary work within the time limits specified.

GENERAL LOCATIONS AND WORK DESCRIPTIONS

Approximately 1275 metres of Township of Zorra Road 60 between the Town of Ingersoll boundary and the Township of Zorra 27th Line. The asphalt pricing must include all necessary cut-ins of existing asphalt. The Road 60 paving width shall be 6.71 metres. All asphalt shall be PGAC 58-28 with a minimum of 5.2% asphalt cement content. No recycled asphalt will be permitted.

Supply, placement and compaction of Granular A shouldering to match asphalt height following paving. This will be approximately 250 tonnes.

The following shall be included in the asphalt pricing:

- All pavement cuts and tie-ins to existing asphalt at each end of job.
- Fine grading and compaction of surface prior to asphalt placement.
- Water for compaction as necessary.
- Cutting the four paved driveways (603531, 603471 and two at 603427) back one foot from the edge of pavement and matching with new asphalt.
- Pave 300 mm into existing gravel driveway (603512).
- Pulverizing the Ellen and MacNab Street Aprons five metres back from north edge of Road 60 asphalt and replacement of this asphalt.
- Book 7 Traffic Control as required.

CONTRACT AGREEMENT

The successful bidder will be required to enter into an agreement with the Township. This agreement stipulates that liquidated damages will be charged to the Contractor for each and every day beyond the specified date of completion that this project is not completed and accepted by the Director of Public Works, except for written agreed changes by the Director of Public Works. It is the responsibility of the contractor to verify any quantity or distance amounts shown in this tender. The Township of Zorra will assume no liability as a result of this tender.

CERTIFIED BID DEPOSITS

Each bidder will provide a bid deposit cheque with his tender in the amount of \$20,000.00.

Prior to the release of the final payment certificate and the bid deposit, the Contractor shall sign an affidavit confirming that all subcontractors and suppliers associated with the Contract have been paid in full.

SCHEDULE OF ITEMS AND PRICES

In the case of a discrepancy, the unit price shall govern.

Item	Description	Unit	Quantity	Unit Price	Total
1	Supply, mix, haul, spread and compact Hot Mix HL3	Tonne	2,170		
2	Geotechnical Testing		Lump Sum		
3	Granular A Shoulder Gravel Placement and Compaction	Tonne	250		
Total Tender Price					

The person authorized to sign for the contractor must sign this page and initial every other page of this document prior to the tender submission.

CONTRACTOR _____

ADDRESS _____

PHONE NUMBER _____

DATE _____

SIGNATURE _____

WITNESS _____

LIST OF SUB-CONTRACTORS

The bidder shall list hereunder the names and trades of all Sub-Contractors who he proposes to use under the Contract.

Sub-Contractor Name/Address	Trade

It is understood by the Bidder that the above list of Sub-Contractors is complete and that no addition to this list will be permitted after closing date of tenders.

PREVIOUS EXPERIENCE

The following is a list of projects of a size and nature comparable with the Contract which have been successfully completed by us.

LOCATION	TYPE	OWNER	AMOUNT	YEAR

EQUIPMENT

The following is a list of equipment intended for use under this Contract.

SUPERVISORY STAFF

If this Contract is awarded to us, we intend to employ _____
as the job superintendent.

Attach this sheet to the front of your tender envelope/package submission



TENDER TO BE RETURNED TO:

**THE CORPORATION OF THE TOWNSHIP OF ZORRA
274620 27TH LINE, PO BOX 306
INGERSOLL, ONTARIO N5C 3K5**

**TENDER 2018-07
PROJECT 6027-2018
ROAD 60 PAVING**

Bidder's Name: _____

Address: _____

For Township Use Only	
Date Stamp	
Time Received	Employee Signature

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.