

The Corporation of the Township of Wollaston

By-Law 30-13

Being a By-Law to award the tender for the resurfacing of a portion of Lower Faraday Road.


WHEREAS the Municipal Act 2001 c. 25 S.O. 2001 section 8 allows for the Powers of a Natural Person and those powers may include the entering into an agreement for service;

AND WHEREAS it is deemed expedient to provide for the reconstruction of a portion of Lower Faraday Road as per tender 2013-02 and to award the contract to the successful bidder;

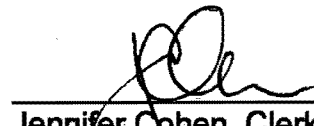
NOW THEREFORE the Council of the Corporation of the Township of Wollaston enacts as follows:

The contract to resurface a portion of approximately 2 kilometres of Lower Faraday Road for the tender price of \$138,357.95 (excluding tax) is awarded to Greenwood Paving (Pembroke) Ltd. pursuant to the provisions of the Request for Tender 2013-02, as hereto attached.

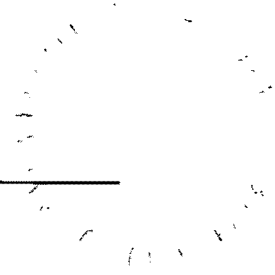
Passed this 23rd day of July, 2013.



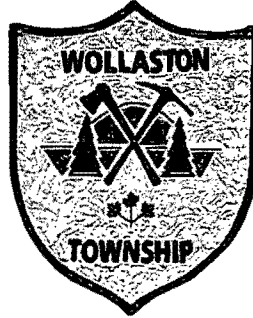
Dan McCaw, Reeve



Jennifer Cohen, Clerk



THE CORPORATION OF THE
TOWNSHIP OF WOLLASTON



**RESURFACING OF LOWER FARADAY ROAD
REQUEST FOR TENDER**

Date of Issue:
June 21, 2013

Proposal Submission Deadline:
Friday July 12, 2013, 12:00 PM EST

Address for Submissions:
The Corporation of the Township of Wollaston
90 Wollaston Lake Road, PO Box 99
Coe Hill, ON K0L 1P0

Contact:
Kirk McCaw, Roads Superintendent
wollaston@bellnet.ca
Phone: 613-337-5731
Fax: 613-337-5789

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

TENDER 2013-02 DOUBLE SURFACE TREATMENT

1. GENERAL

The Corporation of the Township of Wollaston is inviting tenders for the double surface treatment of approximately 2 km of roadway within the Township of Wollaston. Sealed tender bids will be received until **2:00pm EST, Friday July 12, 2013** and shall be clearly marked with the following:

<p>Surface Treatment – Lower Faraday Road Tender 2013-02 The Corporation of the Township of Wollaston Attention: Kirk McCaw, Roads Superintendent 90 Wollaston Lake Road Coe Hill, ON K0L 1P0</p>

2. TENDERING REQUIREMENTS

2.1 Sealed tenders, plainly marked as to the contents, must be received prior to closing date specified.

2.2 Tenders must be submitted on the Tender form T-1 supplied

2.3 Tenders that do not comply strictly with our terms and conditions or tenders which are incomplete, obscure or made subject to further conditions or qualified may be rejected as informal or disqualified by the Corporation of the Township of Wollaston.

2.4 Tenders must be signed by an authorized official of the firm.

2.5 Individual items unit prices and accumulated sub-totals must be exclusive of the Goods and Services Tax required to be paid by the Township. These taxes are to be identified separately.

2.6 The successful bidder must have Worker's Safety and Insurance Board coverage and provide a Worker's Safety and Insurance Board Clearance Certificate in advance of undertaking any of the work required by the contract.

2.7 The Township reserves the right to reject any Tender where satisfactory evidence of sufficient capital, plant and experience to successfully prosecute and complete the work in the specified time is not furnished by the Tenderer where requested by the Township.

2.8 The Township reserves the right to reject any or all Tender or to accept any Tender should it be deemed to be in the best interest of the Municipality to do so.

2.9 Neither the Contract Administrator or any officer or employee of the Township has authority to make or accept an offer or to enter into a Contract on behalf of the Township or to create any right against or to impose any obligation on the Township. Recommendation of a Tender to the Township for acceptance does not constitute acceptance of the Tender by the Township.

2.10 The Township is not bound to accept the lowest or any tender.

3. INSURANCE

The successful bidder shall carry a commercial general liability and automotive liability insurance policy in the minimum amount of \$5,000,000. The successful bidder must provide a valid Certificate of Insurance with the Corporation of the Township of Wollaston listed as an additional insured prior to execution of the contract.

4. TENDER DEPOSITS

All Tenders shall be accompanied by a certified cheque in the minimum amount of 10% of the total tender, made payable to the Township of Wollaston, as a guarantee for the execution of the contract. All Tender deposits will be returned within 10 days of closing, except the low two bidders, which shall be returned when the successful bidder executes the Contract Agreement.

5. EXECUTE CONTRACT

The successful Tenderer shall execute the Contract Documents within 10 calendar days of receipt of notification of Acceptance of Tender. Failure by the successful Tenderer to meet the above requirements will entitle the Township to cancel the award of the Contract and to retain the Tender deposit as compensation for damages sustained due to this default. The Township may then award the Contract to one of the other Tenderers or take such action as it chooses.

6. TENDERERS TO INVESTIGATE

Tenderers must satisfy themselves by personal examination of the site and by such other means as they may prefer as to the actual conditions and requirements of the work. The Tenderer shall carefully examine all available information so that the unit prices Tendered are commensurate with the nature of the work.

It shall be the Tenderer's responsibility to thoroughly inspect the site of the proposed works, determine the location of any buried or obstructing services and make satisfactory arrangements for interference with such service with the proper jurisdictional agency.

The Tenderer shall ensure that all addenda issued during the Tendering period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

7. EMPLOYEES

The contractor agrees that the Corporation of the Township of Wollaston is not to be deemed the employer of the contractor nor its personnel under any circumstances whatsoever.

The Contractor or any sub-contractor of the Contract, will irrespective of the construction to be carried out under this contract:

- a) Give preference to local truckers if the Contractor requires more trucks than they have available of their own fleet;
- b) Give preference to local labour if it is necessary to augment their regular forces.

8. USE OF SUB-CONTRACTORS

The Contractor agrees to submit a list of any Sub-Contractors who will be carrying out any part of this Contract. This list shall show the names of the proposed Sub-contractors and for what work each Sub-contractor will be responsible. The Township has the right to reject any of the Sub-contractors so named. In this event the Contractor shall arrange to have the proposed work done by such other Sub-contractor as may be approved by the Township.

9. EQUIPMENT

The contractor shall furnish and maintain all such equipment as is considered necessary for conducting the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe and efficient working condition. Equipment used by the contractor shall be such that no injury to the workers or property will result from its use.

The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and services performed hereunder.

The contractor shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.

The contractor shall be responsible and accept all liability for the licensing, inspections and any compliance with federal, provincial or municipal laws as they pertain to the vehicles to be used. Furthermore, the contractor will furnish to the Township any and all vehicle safety certificates on the vehicles to be used under the contract if requested.

Where a vehicle is hauling material for use in 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 under the *Highway Traffic Act*, whether such vehicle is registered in the name of the contractor or otherwise.

The equipment detailed on the Tender Form must be capable of adjustment to suit all operating conditions. Bidders shall make available all equipment for inspection by the Roads Superintendent prior to execution of the contract.

11. HAUL ROADS

Restoration of areas unnecessarily damaged by the Contractor's operation shall be at the Contractor's expense.

12. BRIBERY OR CORRUPT PRACTICE

Should the contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Township Council, officers or servants of the Township, the Corporation of the Township of Wollaston shall be at liberty to cancel the contract forthwith or take the whole or any part of the works out of the hands of the contractor under the same provisions as those specified.

13. NOTICE TO CONTRACTOR

The Contractor shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial Statutes, in accordance with all municipal by-laws and regulations together with any additional safety measures that may be necessary.

The contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and Occupational Health and Safety Act, and the Ontario Electrical Safety Code as applicable to the scope of work.

The contractor shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment. The Contractor shall observe and comply with all Municipal and Provincial safety regulations.

The Contractor shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.

The Contractor must ensure that during the performance of the work of this contract, its personnel are equipped and wear appropriate personal protective equipment: footwear, head protection, etc.

15. WORKING SAFELY

The successful bidder is required to comply at a minimum with the safety standards of the Corporation of the Township of Wollaston. The successful bidder shall provide a copy of their own Health and Safety Policy upon request.

The Corporation of the Township of Wollaston retains the right to stop the successful bidder's work without penalty to the Township if the bidder does not comply with the Occupational Health and Safety Act, and the Health and Safety Policies and Procedures of the Corporation of the Township of Wollaston, or creates an unacceptable health and safety hazard.

16. ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

- a) How to interact and communicate with persons with various types of disability.
- b) How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
- c) How to use equipment that is available on premises that may help in the provision of goods or services.
- d) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
- e) Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Corporation of the Township of Wollaston must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document determining the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Corporation of the Township of Wollaston upon request.

17. PAYMENTS

Payment at the tendered price shall be deemed to be compensation in full for all work, materials, labour and equipment necessary to complete the work in accordance with the provisions of this tender. Terms shall be forty five (45) days net from the date the Contractor's invoice is received by the Township of Wollaston.

The Township shall hold back 10% on each progress payment to the tenderer until the end of the project such that the accumulated holdback will represent 10% of the total contract price.

Upon final inspection and approval by the Roads Superintendent or designate and receipt of the "Statutory declaration of payment distribution by contractor", the 10% holdback will be released to the Tenderer.

18. ONTARIO PROVINCIAL STANDARDS

The Ontario Provincial Standards (OPSS) shall apply to this project as determined by the Township.

19. EMERGENCY AND MAINTENANCE MEASURES

Whenever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the contracting firm shall be given to the Township. This official shall be available at all times and have the necessary authority to mobilize workmen and machinery and to take any action as directed by the Roads Superintendent or designate in case of emergency or maintenance measures are required regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, and act of God, or any cause whatsoever.

20. PROTECTION OF WATER QUALITY

At all times, the Contractor shall maintain existing stream flows and shall control all construction work so as not to allow sediment or other deleterious materials to enter the stream.

No waste or surplus organic material including topsoil is to be stored or disposed of within 30 m of any watercourses. Run-off from excavation piles will not be permitted to drain directly into watercourses but shall be diffused onto vegetative areas a minimum of 30 m from the watercourse. Where this measure is not sufficient or feasible to control sediment entering the watercourses, sedimentation traps or geotextile coverage will be required.

The Contractor shall not carry out equipment maintenance or refueling or store fuel containers within 100 m of any watercourse. The Contractor shall not stockpile construction debris or empty fuel/pesticide containers within the Contract limits.

21. CO-ORDINATION MEETINGS

The Contractor shall attend such meetings with the Roads Superintendent or designate as may be required to co-ordinate services affected by the Contract and routinely review its progress. A pre-construction meeting shall be scheduled to be held within 10 days of notification of acceptance of the Tender by the Township.

SCOPE AND SPECIFICATIONS

1. EROSION CONTROL – Item 1

The Contractor shall supply and install Heavy-Duty Silt Fence Barriers in accordance with OPSS 805.

The Contractor shall be responsible to put in place effective sediment and erosion control systems. The silt fence barrier must be stretched tight when installing the material and the bottom edge buried a minimum of 150 mm (6") with compaction of the excavated backfill. Diagonal bracing of the posts is recommended where deep ponding is experienced or anticipated.

The Contractor shall be responsible to monitor sediment and erosion controls daily and upgrade if necessary, to ensure they remain effective during all types of flow and storm events.

2. IN-PLACE RECLAMATION OF BITUMINOUS – Item 2

The Contractor shall supply all labour and equipment as required to reclaim the existing Bituminous Asphalt and underlying granular to a total depth of 150 mm ensuring the asphalt material is thoroughly mixed with the underlying granular base. The processing shall be carried out so that all material passes the 26.5mm sieve and not more than 75% passes the 4.75 mm sieve.

The Contractor shall complete all asphaltic pavement and granular processing between the limits established by the Roads Superintendent, which shall include roadway intersections.

The Contractor shall include the cost of asphalt removal over culverts which have insufficient cover for pulverizing. All costs associated with removal and disposal of the asphalt shall be borne by the contractor. All materials shall be disposed of by the Contractor at an approved site provided by the Contractor.

The Contractor shall also supply a water truck for dust control measures as required by the Roads Superintendent or designate.

Measurements for payment under this item shall be by the Square Metre.

3. BASE AND SUBGRADE PREPARATION – Item 3

The Contractor shall supply, haul, spread, grade and compact all Granular A aggregates.

The Contractor shall also supply a water truck for dust control measures as required by the Roads Superintendent or designate.

Measurements for payment under this item shall be by the tonne.

4. DOUBLE SURFACE TREATMENT – Item 4, 5, 6

The Contractor shall supply all labour, equipment, asphalt emulsion (as specified) and aggregate required to apply a double surface treatment over the entire project area. The double surface treatment is to be applied in accordance with OPSS 304 as follows:

=Class 6 aggregate with an application rate of 18 kg/m² and a HFS2P binder at an application rate of 1.75 kg/m².

=Class 3 aggregate with an application rate of 18 kg/m² and a HFS2P binder at an application rate of 1.75 kg/m².

Measurements for payment under item 4 and 5 shall be by the tonne.

Measurements for payment under item 6 shall be by the Square Metre.

5. LOCATION

The project is located on the Lower Faraday Road in Wollaston Township as designated by the Roads Superintendent or designate.

6. HOURS OF WORK

The contractor's operations under this contract will be restricted to 7:00am – 7:00pm Monday through Thursday and 7:00am – 12:00pm on Friday. No work will be permitted on weekends or statutory holidays without written approval of the Roads Superintendent or designate.

7. COMPLETION

Work is to be completed by August 23, 2013. Extension of the completion date may be granted in writing by the Township, upon written request from the Contractor.

8. TESTING OF MATERIALS

A copy of the results of a gradation test completed on the applicable Aggregate material from the proposed source ***is to be included with the tender submission***. This test is to be completed by an independent testing agency in accordance with OPSS.

The aggregate material supplied will be tested by the successful bidder as work proceeds in accordance with OPSS, once during the execution of the contract. Gradation testing results completed are to be in accordance with OPSS 1006 - Class 3 and Class 6. The test is to be completed by an independent testing agency at the cost of the contractor.

The Contractor shall provide to the Township, certification of the binder from suppliers fourteen (14) days prior to proceeding with works under this contract. The Contractor shall supply the name, address, phone number and contact name for the supplier of products to allow the Township an appropriate time frame in which to inspect and test the products prior to the use of the products in any works.

Any retesting required, due to the materials or the work not meeting the requirements of the specifications upon the initial testing, shall be at the Contractors expense. These retesting costs may be deducted from the Contractors invoice by the Township.

9. TRAFFIC CONTROL/FLAGGING

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in the pamphlet entitled "Correct Methods for Traffic Control", issued by the Construction Safety Association of Ontario.

10. CONTRACTOR'S SUPPLY OF CONSTRUCTION SIGNS

The contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones etc. required for the work.

Traffic controls shall be provided in general accordance with the latest edition of the "Ontario Traffic Manual Book 7, Temporary Conditions" Division 5. Should any sign requirement be changed during the project, the Contractor will be responsible for all signage and the associated cost.

Traffic controls shall be operational before work affecting traffic begins.

**THE CORPORATION OF THE
TOWNSHIP OF WOLLASTON**

**RESURFACING OF LOWER FARADAY ROAD
REQUEST FOR TENDER 2013-02
FORM T-1**

Name of Tenderer (The Contractor)

Address of Tenderer, including Postal Code

Telephone Number

Fax Number

Email

Name and Position of Person Signing for Contractor

Tender For: Double Surface Treatment

Location: Lower Faraday Road, Wollaston Township

Tender Closing Date: 12:00 pm Friday, July 12th, 2013

Address for Submissions:

Kirk McCaw, Roads Superintendent
The Corporation of the Township of Wollaston
90 Wollaston Lake Road, PO Box 99
Coe Hill, ON K0L 1P0

To: The Reeve and Council
Corporation of the Township of Wollaston

Ladies and Gentlemen:

The Bidder has carefully examined the Provisions, Specifications and Conditions described herein as part of the work to be done under this Contract. The Bidder understands and accepts the said Provisions, Specifications and Conditions and, for the prices set forth in this Tender, hereby offers to furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the said Provisions, Specifications and Conditions.

The Bidder understands and accepts that the quantities shown are approximate only, and are subject to increase, decrease or deletion entirely if found not to be required.

Attached to this Tender is a certified cheque for the sum of:

_____ Dollars \$_____

which is equal or greater than the amount specified in Section 4 "Tender Deposit" of this document and made payable to the Corporation of the Township of Wollaston. The cheque shall constitute a deposit which shall be forfeited to the Corporation if the successful Bidder fails to fulfil his obligation under the terms of this Contract.

In accordance with the Provisions, Specifications and Conditions set out in the Request for Tender 2013-02 document, the Tenderer hereby offers to complete the work specified herein for the following unit prices:

Item	OPSS	Item Description	Unit	Unit Quantity	Unit Price	Total
1	805	Heavy Duty Silt Barrier	m	300		
2		Reclamation	m ²	12200		
3	1010	Granular A	tonnes	2900		
4	304 1006	Class 3 Aggregate	tonnes	200		
5	304 1006	Class 6 Aggregate	tonnes	200		
6	304 1103	HFS2P	m ²	24800		
TOTAL TENDER PRICE						

Quantities may be adjusted pending budgeting limitations.

WSIB ACCOUNT # _____

STATEMENT BY BIDDER:

BID DOCUMENT NAME: _____

BID DOCUMENT NUMBER (IF APPLICABLE): _____

1. I/We have read and understand all of the terms and conditions of the forms included as part of this tender package.
2. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

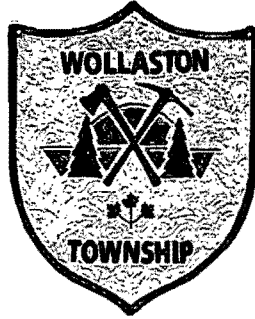
Dated at _____ this _____ day of _____, 20____.

Signature of Authorized Person

Witness

Position

THE CORPORATION OF THE
TOWNSHIP OF WOLLASTON



**RESURFACING OF LOWER FARADAY ROAD
REQUEST FOR TENDER
ADDENDUM #1**

Date of Issue:
July 8, 2013

Proposal Submission Deadline:
Friday July 12, 2013, 12:00 PM EST

Address for Submissions:
The Corporation of the Township of Wollaston
90 Wollaston Lake Road, PO Box 99
Coe Hill, ON K0L 1P0

Contact:
Kirk McCaw, Roads Superintendent
wollaston@bellnet.ca
Phone: 613-337-5731
Fax: 613-337-5789

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

**TENDER 2013-02
DOUBLE SURFACE TREATMENT**

ADDENDUM # 1, Tender Form T-2

Contractors are hereby advised of the following modifications to Tender No 2013-02:

Section 2 TENDERING REQUIREMENTS

Reads: Tenders must be submitted on the Tender form T-1 supplied

Replaced: Tenders must be submitted on the Tender form T-1 or T-2 supplied

Section 6 TENDERERS TO INVESTIGATE

Delete clause: The Tenderer shall ensure that all addenda issued during the Tendering period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

**THE CORPORATION OF THE
TOWNSHIP OF WOLLASTON**

**RESURFACING OF LOWER FARADAY ROAD
REQUEST FOR TENDER 2013-02
FORM T-2**

Name of Tenderer (The Contractor)

Address of Tenderer, including Postal Code

Telephone Number

Fax Number

Email

Name and Position of Person Signing for Contractor

Tender For: Double Surface Treatment

Location: Lower Faraday Road, Wollaston Township

Tender Closing Date: 12:00 pm Friday, July 12th, 2013

Address for Submissions:

Kirk McCaw, Roads Superintendent
The Corporation of the Township of Wollaston
90 Wollaston Lake Road, PO Box 99
Coe Hill, ON K0L 1P0

To: The Reeve and Council
Corporation of the Township of Wollaston

Ladies and Gentlemen:

The Bidder has carefully examined the Provisions, Specifications and Conditions described herein as part of the work to be done under this Contract. The Bidder understands and accepts the said Provisions, Specifications and Conditions and, for the prices set forth in this Tender, hereby offers to furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the said Provisions, Specifications and Conditions.

The Bidder understands and accepts that the quantities shown are approximate only, and are subject to increase, decrease or deletion entirely if found not to be required.

Attached to this Tender is a certified cheque for the sum of:

_____ Dollars \$ _____

which is equal or greater than the amount specified in Section 4 "Tender Deposit" of this document and made payable to the Corporation of the Township of Wollaston. The cheque shall constitute a deposit which shall be forfeited to the Corporation if the successful Bidder fails to fulfil his obligation under the terms of this Contract.

In accordance with the Provisions, Specifications and Conditions set out in the Request for Tender 2013-02 document, the Tenderer hereby offers to complete the work specified herein for the following unit prices:

Item	OPSS	Item Description	Unit	Unit Quantity	Unit Price	Total
1	805	Heavy Duty Silt Barrier	m	300		
2		Reclamation	m ²	12200		
3	1010	Granular A	Cubic yards	2071		
4	304 1006	Class 3 Aggregate	Cubic yards	143		
5	304 1006	Class 6 Aggregate	Cubic yards	143		
6	304 1103	HFS2P	m ²	24800		
TOTAL TENDER PRICE						

Quantities may be adjusted pending budgeting limitations.

WSIB ACCOUNT # _____

STATEMENT BY BIDDER:

BID DOCUMENT NAME: _____

BID DOCUMENT NUMBER (IF APPLICABLE): _____

1. I/We have read and understand all of the terms and conditions of the forms included as part of this tender package.
2. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at _____ this _____ day of _____, 20____.

Signature of Authorized Person

Witness

Position
