



THE MUNICIPALITY OF NORTH PERTH

Information to Tenderer

Sealed tenders, clearly marked as to contents addressed to:

Pat Berfelz, Clerk
Municipality of North Perth
330 Wallace Avenue North
Listowel, Ontario
N4W 1L3

will be received until **Thursday, March 11th, 2010 at 2:30 local time.**

Tender will be opened publicly in the Committee Room of the Municipality of North Perth, Municipal Office, **Thursday, March 11th, 2010 at 2:35 p.m. local time.**

MAINTENANCE GRAVEL GRANULAR 'M' CONTRACT #10-1

LOCATION: South half of Elma Ward
East half of Wallace Ward
(Maps available upon request)

Elma Ward to be completed by May 31st, 2010.

**Wallace Ward will be put on in the fall between
September 20th to October 15th 2010.**

**TENDER FOR CONTRACT
10-1**

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and location of the work to be done under this contract, and the Contractor understands and accepts the said provisions, plans, specifications and conditions and, for the prices set forth in this tender, 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 provisions, plans, specifications and conditions attached to this tender.

Attached to this letter is a certified cheque in the amount specified in the "Tendering Requirements", made payable to the municipality. The proceeds of this cheque shall, upon acceptance of the tender, 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 by the municipality in accordance with this tender and the provisions, plans, specifications and conditions attached hereto within ten (10) days from the date of Acceptance of the Tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the contract price, however, such increase or decrease shall not exceed 20 percent.

The Contractor agrees to supply a minimum of 2000 metric tonnes a working day. A Grader Operator must be on site prior to the Contractor spreading gravel.

The Roads Foreman or Designate reserves the right to temporarily delay this contract due to inclement weather.

Materials shall be subject to sampling and testing.

Gravel must comply with O.P.S.S. 1010 Granular 'M' (attached).

I/We (the Contractor) promise to commence work on _____
(to be completed by Contractor)
and to diligently perform the work continuously without undue delay and further promise to complete the
work by **May 31st, 2010 in Elma and complete Wallace between September 20th and October 15th 2010.**

BY _____
Name of Firm or Individual (Hereafter referred to as "The Contractor")

Address

Name of Person Signing for Firm (Signature)

Office of Person Signing for Firm

**TENDER REQUIREMENTS
CONTRACT #10-1**

Tender Deposit

One certified cheque in the amount of \$25,000.00 payable to the Treasurer, Municipality of North Perth, must be submitted with the tender. The cheque of the unsuccessful bidders will be returned within 7 days of tender acceptance. The cheque of the successful bidder will be retained until municipality's acceptance of the work.

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

If the successful bidder wishes he 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 tender.

Upon receipt of such a bond and execution of the contract the tender deposit will be returned to the contractor.

Basis of Rejection of Tender

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

- (a) Bids received after closing date.
- (b) Bids received on other than the tender forms supplied.
- (c) Bids not completed in ink or by typewriter.
- (d) Incomplete bids (all items not bid).
- (e) Qualified or conditional bids.
- (f) Bids not properly signed and sealed.

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 to the limit of at least \$2,000,000.00 exclusive of interest and costs, against loss of 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 thereunder 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.

GENERAL CONDITIONS

Regulations

The Contractor shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

Completion & Liquidated Damages

This section is subject to the contract being awarded prior to April 8th, 2010. Should this contract be awarded subsequent to April 8th, 2010, this section will be revised.

Provided that the Municipality gives authorization to proceed on or prior to May 1st, 2010, the contract shall be completed by May 31, 2010 in Elma Ward and between September 20th to October 15th. Should the Municipality delay giving authorization to proceed, or should the Municipality delay the performance of the contract due to inclement weather, the completion date shall be extended by the same number of business days as resulted from the delay. Time shall be the essence of the agreement.

The Contractor shall be charged a sum of Two Hundred and Fifty Dollars (\$250.00) in liquidated damages for every business day past May 31, 2010, subject to Municipality caused delays as referenced above, that

the contract remains un-complete. The Municipality shall deduct the liquidated damages from any amounts payable under this contract.

Roads Foreman

Means the designated Roads Foreman or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

Damage By Vehicles and Other Equipment

If at any time, in the opinion of the Roads Foreman, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as form part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Roads Foreman 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 Roads Foreman.

Loading of a Motor Vehicle

Where a vehicle is handling material for use on the road under the contract, in whole or in part upon a public highway and where motor vehicles 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.

**SPECIFICATION FOR GRANULAR MATERIALS
CONTRACT #10-1**

Description

This specification covers the municipality's requirements for supplying, crushing as required, hauling, placing, spreading, and stockpiling at specified municipal sites.

Material Specification

Aggregates shall consist of hard, uncoated cubical fragments produced from rock or boulders of uniform quality and shall be free from lumps of clay. The material shall be a minimum of 50% crushed, as determined by MTO test LS607. Aggregates shall satisfy the requirements of appendix 'A' – Granular M Gradation Requirements, conforming with OPSS 1010.

Testing

Before commencing operations, the contractor must provide documentary evidence from a certified laboratory that the materials meet the specifications under this contract. Costs for this testing will be borne by the contractor.

CONSTRUCTION

Compaction

Compaction of granular materials is not required under this contract.

Placing

The granular material shall be spread in a uniform layer over the road.

MEASUREMENT FOR PAYMENT

Measurement for payment of granular materials will include only those materials incorporated into the work and accepted by the Roads Foreman.

Loader Scale Method

Materials will be measured in metric tones. Loaders shall be equipped with electronic on-board scales, with printout capability. Truck loads will be checked at random by the Road Foreman, or his designate. Where any discretion occurs between the loader and the random check by weigh scale, the weigh scale shall prevail. Upon learning of such discretions, the Contractor shall immediately have the loader scale re-calibrated to read correctly, and no more material shall be delivered until this has been completed to the satisfaction of the Road Foreman. Each truck shall keep track of the quantity carried every load.

BASIS OF PAYMENT

Granular Materials

Payment at the contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and material, except as otherwise provided, necessary to complete the work to the satisfaction of the Roads Foreman.

APPENDIX 'A'
GRADATION REQUIREMENTS

MTO Sieve Designation	Granular A Percent Passing By Mass	Granular M Percent Passing By Mass	Granular M Modified Percent Passing
26.5 mm	100	100	100
19 mm	85 – 100	100	100
13.2 mm	65 – 90	75 – 95	75 – 95
9.5 mm	50 – 73	55 – 80	60 – 80
4.75 mm	35 – 55	35 – 55	40 – 60
1.18mm	15 – 40	15 – 40	15 – 40
300 um	5 – 22	5 – 22	5 – 22
75 um	2 – 8	2 -8	2 - 8
Percent Crushed	50%	50%	50%

The **total payment adjustment** shall be equal to the sum of adjustment points determined as follows:

- 0.1 adjustment points shall be applied for each 0.1 percent that the range exceeds the maximum acceptable range for each sieve.
- 0.2 adjustment points shall be applied for each 0.1 percent that the lot mean falls below the applicable limits for percent crushed as shown in the table.

Any lot which is subject to more than 25% payment adjustment shall be removed from the work.

Upon receipt of the test results on any lot, the Contractor may request in writing that the lot be retested, either for gradation or for percent crushed, or for both. The retest shall use the sample previously taken for this purpose.

Upon retest, the lot will then be re-decided for payment or rejection as in the above, except that for the gradation and percent crushed, the values will be the average of the original lot and the retest lot.

Should the retest not result in a lot being accepted at contract price, all costs for retesting shall be borne by the Contractor.

Note: Acceptance of this tender is subject to approval of the 2010 Budget by the Council of North Perth.