



MUNICIPALITY OF MORRIS-TURNBERRY

Gary Pipe
Director of Public Works

Phone (519) 887-6137
Fax (519) 887-6424
e-mail gpipe@hurontel.on.ca

41342 Morris Rd,
RR #4,
BRUSSELS, ON N0G 1H0

Tender Closing Date: Monday July 19, 2010 at 12:00Noon

TENDER FOR BELGRAVE HOT MIX PAVEMENT TENDER NO. 2-2010

To: Municipality of Morris-Turnberry
Gary Pipe
Director of Public Works
41342 Morris Rd, RR 4,
BRUSSELS, ON N0G 1H0

NAME OF FIRM OR INDIVIDUAL

ADDRESS

Lowest or any tender not necessarily accepted.
All tenders subject to Budget and Council Approval

**BELGRAVE HOT-MIX PAVEMENT
TENDER NO. 2-2010
TENDER FORMS AND INFORMATION TO BIDDERS**

FOR: SUPPLYING AND LAYING OF: Hot Mix Asphalt as per OPSS Specifications. The asphalt cement used shall be PG 58-28.

DUE DATE: July 19, 2010 at 12 Noon. Map attached.

PART 1 – Hot Mix HL-4

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	Parker Drive	Tonnes	330		
2	Mc Crea Street	Tonnes	225		
3	Jane Street	Tonnes	290		
4	John Street	Tonnes	290		
5	Hamilton Street	Tonnes	215		
6	King Street	Tonnes	80		
7	Corbett Drive	Tonnes	80		
8	Brandon Street	Tonnes	430		
9	Milled End Joints	Metres	30		

ALL STREETS TO BE 40mm IN THICKNESS

Lowest or any tender not necessarily accepted.
Tenders to be reviewed and recommended to Council for approval
Based on lowest net cost to the Municipality.

Subtotal
5% GST

NOTE: Attach all addendums (signed and dated) that are issued.

TOTAL

BELGRAVE HOT-MIX PAVEMENT

TENDER NO. 2-2010

PART 2 – Hot Mix HL-4

ITEM No.	Description	Length	Total Price
1.	Asphalt Gutter	1103m length x 40mm thick x 90 cm width	

This Item is for labour and any equipment used. The asphalt is already in the quantity.

Lowest or any tender not necessarily accepted.

Tenders to be reviewed and recommended to Council for approval

Based on lowest net cost to the Municipality.

Subtotal
5% GST

NOTE: Attach all addendums (signed and dated) that are issued.

TOTAL

EXTRAS:

This may be done with our own forces.

Raise Catchbasin:

To raise catchbasins and manholes approximately 1.25” – 1.5”.

ITEM No.	Description	Quantity	Price per CB/MH
1.	Catchbasin	15	
2.	Manholes	5	Can use risers

NOTE: Price will include supply of material, labour and equipment.

Lowest or any tender not necessarily accepted.

Tenders to be reviewed and recommended to Council for approval

Based on lowest net cost to the Municipality.

Subtotal
5% GST

NOTE: Attach all addendums (signed and dated) that are issued.

TOTAL

**BELGRAVE HOT-MIX PAVEMENT
TENDER NO. 2-2010**

Notes:

- i) All roads must be scratched coated (leveling course) or padded in various places before commencement of 40 mm HL-4 top coat. HL-2 padding quantities are estimated.
- ii) All work completed after July 1st and subject to HST. The successful contractor will be required to perform the work in the time frame awarded by Council.

Conditions:

Tender Deposit

Every Tender shall be accompanied by a 10% certified cheque or bid bond payable to The Municipality of Morris-Turnberry.

All such certified cheques or bid bonds will be returned to the respective bidders within 7 days after proposals are open, except those which the Municipality elects to hold until the successful bidder has executed the Contract and furnished the Performance Bond.

Thereafter, all remaining cheques or bid bonds, including the cheque of the successful bidder, will be returned within 7 days.

Contract Agreement

The successful bidder will be required to enter into an agreement with the Municipality of Morris-Turnberry within 14 days after being notified by the Municipality of the acceptance of his Tender. The Municipality of Morris-Turnberry has the option of deleting any parts or all parts of the tender form.

Failure to Execute Contract Agreement

Failure to execute the Contract Agreement and file an acceptable Performance Bond as provided herein shall be just cause for the annulment of the award and the forfeiture of the Tender Deposit to the Municipality, not as a penalty, but in liquidation of damages sustained.

Performance Bond

Upon the signing of the Contract Agreement, the bidder shall supply a Contract Performance Bond equal to One Hundred percent (100%) contract price. The cost of the bond is to be included with the tender.

The Contract Performance Bond must provide for a one year guarantee of materials and workmanship from the date of written acceptance of the completed project.

Insurance/Workplace Safety & Insurance

Before signing the Agreement, the Municipality will require that the Contractor furnish certificates or affidavits to show that:

- (a) his employees are currently covered by Workplace Safety & Insurance Board.
- (b) He has General Liability and Property Damage Insurance coverage in the amount of five million (\$5,000,000). The Policy shall be endorsed to provide that it shall not be altered, canceled or allowed to lapse without 30 days prior written notice to the Municipality of Morris-Turnberry. The Corporation of the Municipality of Morris-Turnberry is to be named as an additional insured on said Insurance Policy.
- (c) He has Standard Automobile Insurance coverage providing third party limits of at least \$2,000,000 on all licensed vehicles used in the performance of services required in this contract.

BELGRAVE HOT-MIX PAVEMENT

TENDER NO. 2-2010

Traffic Provision and Control

The Contractor shall provide, erect and maintain construction signs in accordance with the Ontario Traffic Manual – Book 7. Access to local properties is to be maintained at all times.

Liquidation Damages

(A) **TIME** - Time shall be of 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 Completion” 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.

The time of completion may be extended in writing at any time and for such period as shall be determined by the Public Works Manager, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract. The Contractor shall not be reimbursed for delays unless the delay was caused by the Municipality.

An application by the Contractor for an extension of time as herein provided shall be made to the Municipality in writing at least fifteen days prior to the date of completion fixed by the Contractor. All bonds or other surety furnished to the Municipality 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 Municipality with evidence of such amendment of the Bonds or other Surety.

(C) LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all work called for under the Contract is not finished or completed within the Date of Completion specified, aforementioned damage will be sustained by the Municipality, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage 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 **One Thousand dollars per day** for liquidated damages for each and every calendar day’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 Municipality which will accrue during the period in excess of the prescribed Date of Completion.

BELGRAVE HOT-MIX PAVEMENT

TENDER NO. 2-2010

The Municipality may deduct any amount under this paragraph from any monies that may be due or payable to the Contactor 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.

(D) GUARANTEED MAINTENANCE:

5% of the value of the work will be retained for a period of 12 months following the date of completion as a guarantee of the proper performance of the work included in the contract. This amount will be released without interest upon expiry of the maintenance period and correction of all deficiencies.

The maintenance holdback will be held in addition to the 10% holdback required by the Construction Lien Act. The holdback will be retained by the Owner, commencing during the latter part of the period of construction and generally not before the contract is approximately 80% complete.

No alternate forms of security will be considered.

SUPPLEMENTARY SPECIFICATIONS

- (a) All work shall be done in accordance with O.P.S.S. 310, 1150 and 1154 for Hot-mix except as noted. Work is to include supplying and placement of hotmix.
- (b) The contract does not include priming, shouldering, shaping, etc. This will be done by the Municipality at no expense to the Contractor. The above unit prices will include padding where required and tying into existing paved driveways, shoulders and intersections.
- (c) The Contractor will be responsible for:
 - a. Power brooming off pavement prior to paving
 - b. Clean up of all joints and string line
 - c. De-ramping at catchbasins, sidewalk drops and driveway entrances
- (d) The Municipality reserves the right to increase or decrease the quantity or to cancel the work. The width and thickness are subject to change.**
- (e) The types of rollers and rolling shall be carried out as specified by the Municipality.
- (f) The Contractor shall submit actual design mixes (as carried out by a consultant) to the Municipality for their approval within two weeks of being awarded the contract. Design mix data shall include sand and stone gradation; A.C. content; marshall stability and flow; bulk and max. relative density; voids in mix and VMA; grading curve of aggregate, as per O.P.S.S. 1150.04.01.02. The asphalt cement used shall be **PG 58-28** and the minimum asphalt content shall be:

BELGRAVE HOT-MIX PAVEMENT

TENDER NO. 2-2010

HL-2 6.0%
HL-4 5.3%

- (g) **Recycled Hot-mix will be allowed for all courses.** Maximum of **15%** by mass of reclaimed asphalt on surface course. **Shingles will not be allowed in any of the mixes.**
- (h) At any time during the performance of this contract the Public Works Manager may order testing to be carried out. If the test results indicate that testing meets the requirements outlined in the standards of OPSS 310 and 1150, the Municipality shall bear the cost. If the tests shows that the material does not meet the requirements outlined in the specifications, the Contractor shall rectify the problem(s) at their costs, and borne the costs of the second and subsequent tests.
- (i) **Hot Mix Price Adjustment**

Payment to the contractor for hot mix to be based on changes to the Ministry of Transportation's performance graded asphalt cement price index as presented herein.

The price index will be published monthly in the MTO Contract Bulletin and displayed on the OHMPA (www.ohmpa.org) and the MTO website (www.rags.mto.gov.on.ca). The price index will be used to calculate the amount of the payment adjustment per tonne of asphalt cement accepted into the Work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades. As of July 2006 the price index for each month will reflect the average of the same month's prices and be published on the last day of the month and be retroactively applied to HMA laid in the same month.

A payment adjustment per tonne of asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15.00/tonne from the AC price index for the month prior to tender opening. When the price index differential is less than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to hot mix tender items.

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot mix accepted into the Work during the month for which it is established. The payment adjustment for the month will be calculated by the following means:

1. **When AC Prices are Rising** by more than \$15.00/tonne: the payment adjustment to be paid to the Contractor is the result of subtracting the price index **established by the Contract Administrator** from the price index in effect when paving takes place, minus the \$15.00 float, multiplied by the number of tones of PGAC incorporated in the mix(s) as determined by the average of field test results.

**BELGRAVE HOT-MIX PAVEMENT
TENDER NO. 2-2010**

2. **When AC Prices are Falling** by more than \$15.00/tonne: the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving takes place, plus the \$15.00 float from the price index **established by the Contract Administrator**, multiplied by the number of tones of PGAC incorporated in the mix(s) as determined by the average of field test results.
3. **When Paving Occurs After the Date of Completion:** The price index for the month of **completion** shall be used when determining the payment adjustment should the paving be performed after the specified completion date. The calculations used in determining the payment, regardless of rising AC prices or falling AC prices, shall be as indicated above.
4. The tender price and Hot Mix Price Adjustment will be based on **\$900/tonne** liquid asphalt.

For mixes which contain reclaimed asphalt pavement, the quantity of new asphalt cement will be determined from the difference between the asphalt cement content required by the job mix formula and the asphalt cement content of the reclaimed asphalt pavement incorporated into the hot mix, as calculated by the Contract Administrator.

The quantity of new asphalt cement includes all grade of asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity of the escalation/de-escalation will be calculated using the hot mix quantity accepted into the Work and its corresponding asphalt cement content as determined by the average of field test results.

For mixes which contain reclaimed asphalt pavement, the increase due the contractor or the rebate due the owner will be calculated as if virgin hot mix asphalt has been supplied. This fairly reflects the increasing value of the Contractor's RAP pile when AC prices are increasing and the opposite when they are declining.

Example 1 – AC Prices Increasing

- PGCA 58-28 specified, 1,100 tonnes of HL4 @ 5.2% AC (57.2 tonnes AC)
- The Price Index on tender opening is \$900/tonne
- The applicable Price Index as published on August 31st effective for the August 17th-24th, 2009 actual paving dates is \$950.00/tonne (PG 58-28)
- Payment adjustment to be paid to the Contractor:
 $(\$950 - \$15.00) - \$900.00 \times 57.2 \text{ tonnes AC} = \$35.00 \times 57.2 \text{ tonnes AC} = \$2,002.00$

Example 2 – AC Prices Decreasing

- PGAC 58-28 specified, 1,100 tonnes of HL4 @ 5.2% AC (57.2 tonnes AC)
- The Price Index on tender opening is \$900.00/tonne (PG 58-28)
- The applicable Price Index as published on September 30th effective for the September 11th-18th, 2009 actual paving dates in \$775.00/tonne (PG 58-28)
- Payment for hot mix items reduced by:
 $\$900.00 - (\$775.00 + \$15.00) \times 57.2 \text{ tonnes AC} = \$110 \times 57.2 \text{ tonnes AC} = \$6,292.00$

BELGRAVE HOT-MIX PAVEMENT

TENDER NO. 2-2010

COMPLETION

Completion of all paving projects will be no later than **October 15th, 2010** or as indicated in notes on page 4. Liquidated damages will be applied as per the specifications.

I/We further agree to any additions or deletions in the extent of the above work at the unit price above mentioned within the specified area

FIRM

ADDRESS

PHONE NO.

Signature of Signing Officer

FAX NO.

E-mail

Witness

Date

BELGRAVE

9-1-1

