

STAFF REPORT: Engineering & Public Works Department



REPORT TO: Council
MEETING DATE: June 27, 2011
REPORT NO.: EPW.11.067
SUBJECT: Contract Award for Tender 2011-12-T-EPW
Tender for Woodland Park Road Resurfacing
PREPARED BY: Jim McCannell, Manager of Roads and Drainage
Division on behalf of Tender Award Committee

A. Recommendations

THAT Tender No. 2011-12-T-EPW Tender for Woodland Park Road Resurfacing be awarded to the lowest responsive and responsible bidder E.C. King Contracting Limited, a Division of Miller Paving limited at the cost of \$99,200.00.exculding HST.

B. Background

The Town Purchasing Policy, POL.COR.07.05, states that all tenders exceeding \$100,000 shall be awarded by Council based on the recommendations of the Tender/Proposal Award Committee.

The Tender was advertised on June 1, 2011 in newspapers having general circulation in the area, and on the Town's website. The tender process closed on June 16, 2011 at 2:00 p.m. local time and was followed by a public opening. Three bids were returned, the results are shown below.

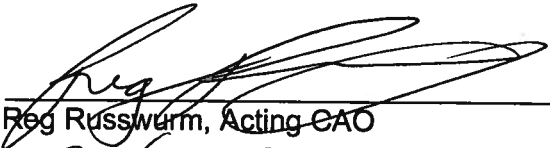
Bidders Name	Total Tender Amount HST excluded
EC King	\$176,900.00
Harold Sutherland	\$275,011.60
Georgian Paving	\$203,525.00

This tender included provisional works for the grinding of the original surface, supplying and placing granular 'A', placing the hot mix asphalt plus includes a contingency. These provisional items shown in the Form of Tender were included to provide set pricing if additional works were required. The award of this tender does not include the above provisional works at this time. These items can be paid for from the contingency funds.

When provisional items are removed from the works, the above tender submissions are as shown below.

Bidder	Price (excluding HST)
E.C King Contracting, Miller Paving Ltd	\$99,200.00
Harold Sutherland Construction Ltd	\$104,528.50
Georgian Paving Ltd	\$103,150.00


We, the Tender Proposal Award Committee approve of the recommendation as shown above.

Signed 
Reg Russworm, Acting CAO

Date: June 24/11

Signed 
John Caswell, Assistant, Director of Engineering
and Public Works

Date: JUNE 24/11

Signed 
Sherri Adams, Manager of Purchasing

Date: June 23/2011

Copies to: *Purchasing File 2011-12-T-EPW, Accounts Payable, Roads and Drainage*

For more information contact:

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Town of The Blue Mountains
Manager of Roads and Drainage
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Fax: 519-599-3664
jmccannell@thebluemountains.ca



THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

REQUEST FOR TENDER FOR
WOODLAND PARK ROAD RESURFACING

TENDER NO. 2011-12-T-EPW

SECTION II – FORM OF TENDER

SCHEDULE OF ITEMS AND PRICES

Item No.	S.P. No.	Description	Unit	Quantity	Unit Price	Total Value
1	1	In-place full depth reclamation of bituminous pavement and underlying granular	m ²	5000	\$ 2.20	\$ 11000.00
2	2	Granular 'A'	t	1250	\$ 16.00	\$ 20000.00
3	4	Single lift hot mix asphalt	t	700	\$ 76.00	\$ 53200.00
4	3	Excavate and dispose unsuitable material and replace with compacted granular A (provisional)	t	2400	\$ 20.00	\$ 48000.00
5	5	Supply and install 300mm diameter culverts (provisional)	m	15	\$ 200.00	\$ 3000.00
6	6	Supply and install 400mm diameter culverts (provisional)	m	140	\$ 120.00	\$ 16,800.00
7	6	Supply and install 500mm diameter culverts (provisional)	m	35	\$ 140.00	\$ 4900.00
8	6	Re-grade ditch and dispose of excess material (provisional)	m	500	\$ 10.00	\$ 5000.00
9	7	Contingency				\$15,000.00
TOTAL						\$ 176,900.00

QUOTED PRICE

Total quoted price for the work described is:

One Hundred Seventy Six Thousand
Nine Hundred ~~xx~~ (\$ 176,900.⁰⁰) not including
HST.

The quoted price is based on the quantities listed in the Schedule of Items and Prices. No extras will be claimed under the Contract except in the event of additional work. All such changes must be approved in writing by the Engineer and Owner prior to completing work.

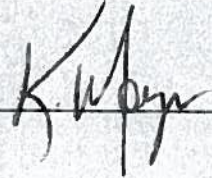
This Quote is submitted by:

Company Name: E.C. KING CONTRACTING
DIVISION OF MILLER PAVING LIMITED
Box 157, 2125-20th Ave. E,
Owron Sound, Ont. N4K 5P7
Address: Fax 519-371-2783 Ph. 519-376-6140

Telephone: _____ Fax: _____

HST Registration No: R122497878

Name and Title: Kevin Mojse - General Manager

Signature of Bidder:  Date: June 16/11

Company Seal

CONTRACT DOCUMENTATION

Prior to commencing work the Contractor must provide the following:

- A clearance certificate indicating good standing with the Worker's Safety and Insurance Board.
- Bonds as specified.
- Insurance certificates for insurance as specified.
- A detailed construction schedule.
- A completed Town Health and Safety Contractor Acknowledgment Form.

PAYMENT

A payment certificate will be issued when the contract has been substantially performed.

10% of all monies due will be held as Statutory Holdback and will be released 46 days after the advertised date of publication by the Contractor of the Certificate of Substantial Performance in the Daily Commercial News and upon provision by the Contractor in a form satisfactory to the Engineer of the following:

- A Statutory Declaration re: Payment of Accounts
- A Statutory Declaration re: Liens & Liabilities
- A Clearance Certificate indicating good standing with the Worker's Safety and Insurance Board

2.5% of all monies due will be held as Maintenance Holdback and will be released 24 months after the date of substantial performance and upon final acceptance of the work by the Owner.

Payment will be made by the Owner 30 to 45 days after receipt of the supporting documentation for the payment certificate from the Contractor.

GENERAL CONDITIONS

- 1) OPS General Conditions of Contract (Metric OPSS.MUNI 100, November 2006) shall apply.
- 2) All necessary permits and approvals required for this contract have been obtained by the Owner.
- 3) The successful Contractor will be required to furnish Bonds for "Performance" and "Materials and Labour Payment" each equal to 100% of the Tender Value inclusive of taxes, with a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having an office in Ontario.
- 4) This Contractor's quote is to continue open to acceptance until the Contract is executed or for a period of ninety(90) days commencing from the Date of Closing Tenders, whichever event first occurs and that the Owner may, at any time within that period, accept this Quote whether any other Quote has been previously accepted or not.
- 5) The Contractor guarantees that with ordinary wear and tear, the Work shall, for a period of twenty-four (24) months from the Date of Substantial Completion of the Work or where there is no Substantial Performance Certificate, twenty-four (24) months from the date of completion of the Work, as set out in the completion certificate, or such longer periods as may be specified for certain materials or Work remain in such condition as will meet the approval of the Engineer, and that the Contractor will upon being required by the Engineer, make good in permanent manner, satisfactory to the Engineer, and imperfections due to materials or workmanship used in the construction of the Work. The decision of the Engineer is to be final as to the nature and cause of such imperfections and the necessity for remedying same. Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor twenty-four (24) hours written notice to perform the necessary work, and the cost thereof may be deducted from the Contractor or his Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner. If the Engineer notifies the Contractor in writing of imperfections prior to the termination of the Warranty Period, then the Contractor shall make good the imperfections as specified above, notwithstanding that the Work may commence after or extend beyond the end of the twenty-four (24) month period.
- 6) The Contractor shall be required to provide a certified copy of an insurance policy covering the types of insurance required under the OPS General Conditions of Contract November 2006. As a minimum the Contractor shall provide general liability insurance per GC 6.03.02 and automobile liability insurance per GC 6.03.03. The minimum amount shall be \$5,000,000.00 exclusive of interest and cost.

Where aircraft are used the Contractor shall supply aircraft liability insurance per GC 6.03.04.01. Where watercraft is used the Contractor shall supply watercraft

insurance per GC 6.03.04.02. Where buildings are erected the Contractor shall supply all risks property insurance per GC 6.03.05.01. Where pressure vessels are installed the Contractor shall supply boiler insurance per GC 6.03.05.02.

General liability insurance shall list as additional insured to the Contractor, the Owner's Soils Consultant, the Owner's Agents, the Contract Administrator, the Municipality and their agents in the same manner and to the same extent as if a separate policy had been issued for each.

In addition to the above requirements, if blasting operations are used in the Contract, the Contractor shall take out and keep in force an insurance policy providing coverage for blasting operations to the same limits as set out in the General Conditions of Contract including coverage, as indicated above.

- 7) No work shall begin until a Start Work Order has been issued.
- 8) Substantial Performance of the Contract is to be achieved in 30 Working Days following the Start Work Order
- 9) Completion of the Contract is to be achieved 60 days following the issuance of start work order.
- 10) Section GC 8.02.09 of the OPS General Conditions, Liquidated Damages, is amended by deleting paragraph .01 and replacing it with the following:

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not Substantially Performed and/or Completed by the completion date stipulated, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay. The parties hereto agree that the Contractor will pay to the Owner a minimum of Two Hundred and Fifty Dollars (\$250.00) for Liquidated Damages for each and every calendar day's delay in finishing the Work in excess of the dates of completion prescribed. It is agreed that this amount is a minimum estimate of the actual damage to the Owner, which will accrue during the period in excess of the completion dates prescribed. In addition to the \$ 250.00 per day Liquidated Damages charge, the Contractor shall pay to the Owner in respect of additional site supervision, office supervision and administration caused by the delay in finishing the Work in excess of the completion dates prescribed.

The Owner 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 Owner.

- 11) Measurement for payment will be as specified on the Schedule of Items and Prices. Measurement for payment will be per actual field measure. No measurement for payment will be made for Lump Sum Items.

- 12) The lowest or any TENDER will not necessarily be accepted.
- 13) Drawings provided for reference:
 - Drawing #81043-W9 (Ainley & Associates Sept. 1984)
 - Drawing #81043-W10 (Ainley and Associates Sept. 1984)
 - Drawing #7036-9 (Ainley and Associates Mar. 1971)
 - Drawing # 7036-10 (Ainley and Associates Mar. 1971)

NOTE: THIS TENDER WILL BE RECEIVED BY THE TOWN CLERK, ON OR BEFORE (2:00 PM), LOCAL TIME, JUNE 16, 2011.

SAMPLES:

1) FAILURE TO PROVIDE THE FORM OF TENDER (PAGES 11 TO 17), SUBMITTED AS AN ORIGINAL DOCUMENT, COMPLETE WITH ORIGINAL AUTHORIZED SIGNATURE(S), AT TIME OF TENDER CLOSING, WILL RESULT IN THE TENDER SUBMISSION BEING DISQUALIFIED AND NOT CONSIDERED FOR AWARD.

2) ENSURE THAT ALL SPECIFICATION DOCUMENTS (SECTION III) ARE COMPLETED AND RETURNED WITH TENDER SUBMISSION. FAILURE TO DO SO WILL RESULT IN THE TENDER BEING DISQUALIFIED AND NOT CONSIDERED FOR AWARD.

FORM OF TENDER - SCHEDULE I

Please provide at minimum, three (3) **active existing** references of accounts that you are presently servicing. The references must be, at minimum, equal in size, **complexity** and **service requirements** to this tender.

References will be contacted at the discretion of the Town.

The Town reserves the right to investigate other than listed references.

***BUYERS NOTE* INSERT SPECIFIC TIME FRAME (SINCE JANUARY 1, 2009)**

LOCATION	NAME/CONTACT AND PHONE NUMBER	DATE CONTRACT INITIATED

NOTE TO BIDDER:
Refer to the Tender Information

FAILURE TO PROVIDE SCHEDULE 1 WILL DISQUALIFY THE TENDER, AND IT WILL NOT BE CONSIDERED.