



# Municipality of South Bruce

**MUNICIPAL OFFICE**

P.O. Box 540, 21 GORDON ST E. TEESWATER, ONTARIO N0G 2S0  
Phone (519) 392-6623 Fax (519) 392-6266

## **TENDER FOR THE SUPPLY & APPLICATION OF SURFACE TREATMENT**

**CLOSING DATE:** **9:59:00 a.m. EST on April 18, 2019**

**TENDERS TO BE SUBMITTED TO:**

MUNICIPALITY OF SOUTH BRUCE

Gary Pipe  
Manager of Operations

P.O. BOX 540  
21 GORDON STREET EAST  
TEESWATER, ONTARIO  
N0G 2S0

(519) 392-6623

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.**

### **Document Submission List**

1. Form of Tender and Agreement - Page 1A, 1B – signed and sealed
2. Form of Tender and Agreement – Page 2 – Description of Work, initialed
3. Form of Tender and Agreement – Page 3 – Schedule of Contract Prices - signed and sealed
4. Schedule of Work – Indicate length of time required to complete work.
5. Proof of Insurance
6. WSIB Clearance Certificate
7. Tender Deposit – 10% of Total Tender

# INFORMATION FOR TENDERERS

## 1. GENERAL

- i. For the purpose of this tender, the word “Municipality”, the word “Township” and the word “Owner” shall mean the Municipality of South Bruce and/or the Township of Howick and/or the Township of Huron-Kinloss.

## 2. DELIVERY OF TENDERS

- i. Tender envelopes shall be plainly marked only with ‘Tender for Supply and Application of Surface Treatment’ and shall bear no other identifying marks.
- ii. Tenders shall be submitted on the separate Form of Tender and Agreement. The Form of Tender and Agreement shall be completed in every respect with all blanks filled in by typewriter or legibly printed in ink. Tenders must be properly signed, sealed and witnessed otherwise the Tender may be rejected.
- iii. Tenders may be withdrawn by written notice filed at any time prior to the opening of the first Tender. Tenders are irrevocable thereafter.
- iv. Tenders will not be accepted if submitted by email or facsimile transmission (fax).

## 3. TENDER DUE DATE

- i. Sealed Tenders, clearly marked as to contents will be received by the undersigned at the Municipal Office and accepted by a Municipal Official until **9:59:00 a.m. EST** as per the Municipal Office Clock in the Public Works department on **Tuesday, April 18, 2019.**

Municipality of South Bruce  
c/o Gary Pipe, Manager of Operations  
P.O. Box 540, 21 Gordon Street East  
Teeswater, Ontario  
N0G 2S0

## 4. RIGHT TO ACCEPT OR REJECT TENDERS

- i. The Municipality reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in the interest of the Municipality to do so. In particular, if only one Tender is received, the Municipality reserves the right to reject it.
- ii. Bidders please note that this tender in no way guarantees the Municipality’s commitment to doing this work.
- iii. 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 form 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

## **5. ABILITY AND EXPERIENCE OF TENDERER**

- i. Tenderers must be capable of performing the work bid upon. At the request of the Municipality, Contractors must furnish a statement covering experience on similar work, list of machinery and other equipment available for the proposed work.

## **6. UNBALANCED OR INCORRECT TENDERS**

- i. The unit price quoted in the Form of Tender and Agreement shall be a reasonable unit price for each item. The Municipality shall be the sole judge of such matters. The Municipality may reject any Tender considered by the Municipality to be unbalanced.
- ii. Where the amount of an item does not agree with the extension of the estimate quantity and the tendered unit price, the unit price shall govern and both the item amount and the total tender price shall be corrected accordingly. If both the unit price and the total price for an item are left blank, then both shall be considered a zero. If the unit price is left blank, but a total price is shown for the item, then the unit price shall be determined by dividing the total price by the estimated quantity.
- iii. Notwithstanding the values that may have been read out at the tender opening, the corrected tender values, as determined by the procedures described in .2 above shall be used to establish the ranking of the tenders.

## **7. TENDER DEPOSIT**

- i. A certified cheque made payable to the Municipality in the amount of 10% of the total Tender must be submitted with the Tender. The tender deposits of all Tenderers except the two lowest Tenderers will be returned within ten (10) days from the date of opening Tenders. The tender deposits of the two low Tenderers will be retained until a Tender has been accepted and the contract documents required herein have been furnished to the satisfaction of the Manager of Operations. Any remaining tender deposits will then be returned. The cheque of the successful bidder will be retained until the work is completed to the satisfaction of the Municipality.
- ii. Tenders not accompanied by a certified cheque will not be considered.

## **8. PREPARATION OF SPECIFICATIONS AND SUPERVISION OF WORK**

- i. The specifications for the Work have been prepared by the Municipality of South Bruce Public Works Department, who will monitor work to be done under this Contract.
- ii. Questions with respect to the work in the Municipality of South Bruce are to be directed to the Operations Manager at (519) 392-6623. Questions may be made via email using [operationsmanager@southbruce.ca](mailto:operationsmanager@southbruce.ca).
- iii. Questions with respect to the work in the Township of Howick are to be directed to their office at (519) 335-3838. Questions may be made via email using [publicworks@howick.ca](mailto:publicworks@howick.ca).
- iv. Questions with respect to the work in the Township of Huron-Kinloss are to be directed to John Yungblut, Director of Public Works at (519) 395-3735. Questions may be made via email using [yungblut@huronkinloss.com](mailto:yungblut@huronkinloss.com).
- v. Should a Tenderer find discrepancies, omissions, or ambiguities, or not agree that the materials and methods specified or designed, will provide an installation which meets the requirements of the intended Work, he/she shall notify the Municipality prior to the Tender opening date. The Municipality may choose to issue a written addendum. Addenda issued during the tendering period will be allowed for by the Tenderer in submitting his Tender.

## **9. EXAMINATION OF SITE**

- i. The Tenderer shall visit the site of the Work before submitting his/her Tender. He/she shall make his/her own estimate of the facilities and difficulties that may be encountered. He/she shall not claim at any time after submission of his/her Tender that there was any misunderstanding of the terms and conditions of the Contract related to site conditions.

## **10. SCOPE OF WORK**

- i. This work includes the supply of all labour, equipment and materials necessary to complete the work in accordance with the Contract unless other wise provided herein.

## **11. SUPPLY OF MATERIALS**

- i. The Contractor shall be responsible to supply, haul and apply Class 1 aggregate and HF150s Emulsion.
- ii. Emulsion suppliers must comply with OPSS 128 dated Nov. 2006 or its latest revision for the General Specification for the Supply of Pre-Qualified Material and Products.

## **12. FUEL AND SALES TAXES**

- i. The Contractor shall pay all taxes under existing legislation on all fuels and materials used by him in the performance of the contract. The Contractor undertakes not to make any claim for refund of taxes paid by him or any Subcontractor and acknowledges that no refund of tax shall be granted to him or to any Subcontractor on any fuel and materials used for any purpose whatsoever in the performance of the contract unless such refund is specifically authorized under existing legislation.

## **13. TAXES**

- i. The unit prices shall not include the Harmonized Sales Tax. The applicable amount of Harmonized Sales Tax for this Contract is to be entered as a separate item in the Form of Tender and Agreement.

## **14. JOINT TENDER**

- i. The Municipality of South Bruce shall act as an agent on behalf of the Township of Howick and to call for Tenders and to prepare and distribute the contract documents.
- ii. The Municipality of South Bruce shall act as an agent on behalf of the Township of Huron-Kinloss to call for Tenders and to prepare and distribute the contract documents.
- iii. The Municipality of South Bruce, the Township of Howick and the Township of Huron-Kinloss are each Parties to this contract and shall individually have all of the rights and privileges of the "Owner" as stipulated in the contract documents.
- iv. Enforcement of this contract may be carried out collectively, or individually between any Parties, namely The Municipality of South Bruce, the Township of Howick, the Township of Huron-Kinloss and The Contractor.
- v. Each of the Parties shall be severally liable for all provisions of this contract, including amounts owed to the Contractor. The Contractor shall not take action against any of the other Parties, for a breach of the Agreement committed by one Party.

- vi. In the event that any of the provisions of the Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

**15. LOCATION OF WORK**

**Municipality of South Bruce**

- i. Concession 10, Kinloss Culross boundary to S/R 32 ..... 1.0 km
- ii. S/R 25, Con. 10 to Con. 12 ..... 2.0 km
- iii. Concession 2, Bruce Rd. 28 to Tack Road ..... 4.0 km
- iv. Concession 4, B-line to Cty Rd 12 ..... 2.0 km
- v. See Schedule A – Map of Locations – Municipality of South Bruce

**Township of Howick**

- i. Laurie Street, Harriston Road (Highway 87) North 450 m... .45 km
- ii. River Road, Harriston Road to Harriston Rd 875 m ..... .875 km
- iii. See Schedule B – Map of Locations – Township of Howick

**Township of Huron-Kinloss**

- iv. Wolfe Street – Grey Ox Ave to South Kinloss Ave ..... 2.00 km
- v. Guest Ave- Culross Con. 14 to Bruce Road 1 ..... 2.65 km
- vi. Guest Ave. – Bruce Road 1 westerly ..... 0.042 km
- vii. See Schedule C – Map of Locations – Township of Huron-Kinloss

**16. WORK SCHEDULE**

<u>EARLIEST COMMENCEMENT DATE</u>	<u>COMPLETION DATE</u>
<b>July 2<sup>nd</sup>, 2019</b>	<b>July 26<sup>th</sup>, 2019</b>

- i. The successful Contractor will be required to submit a schedule with the Form of Tender and Agreement which will indicate clearly the proposed commencement date and number of days to complete the work. The Municipality reserves the right to alter such schedule should it be deemed necessary.
- ii. Request for extensions of time must be addressed to the Municipality in writing, The Municipality at its discretion, will allow for such extensions if warranted. The Municipality will be the sole judge of providing an extension.

**17. WEIGHING**

- i. Weighing shall be carried out in accordance with the Ontario Provincial Standard Specification 502 current at the time of this contract. Copies of OPSS 502 are available on request from the MCT District Office.

**18. DAMAGE BY VEHICLES AND OTHER EQUIPMENT**

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

**19. LOADING OF MOTOR VEHICLES**

- ii. Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such a vehicle, the Contractor shall not cause or permit such a 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.

**20. STANDARD SPECIFICATIONS**

- i. ONTARIO PROVINCIAL STANDARD SPECIFICATIONS shall apply for all materials and application processes supplied by the Contractor. Where reference in these documents is made to the Owner and/or the M.T.O., the Owner shall be interpreted to be the Municipality of South Bruce, and reference to the Engineer shall mean the Municipality of South Bruce Manager of Operations, or designate acting on his behalf.

- ii. Ontario Provincial Standard Specifications

<b>Date</b>	<b>Form No.</b>	<b>Title</b>
Nov 2006	GC	General Conditions of Contract
Oct. 92	102	Weighing of Materials
April 2006	128	General Specification for the Supply of Pre-Qualified Material and Products.
Nov 2006	304	Construction Specification for Single and Double Surface Treatment
Nov 2013	1006	Material Specification for Aggregates – Surface Treatment
Nov 2012	1103	Material Specification For Emulsified Asphalt

- iii. For the purpose of Tendering, these standard specifications are not included in the Contract Documents however they can be viewed at:

<https://www.ragsa.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage>

**21. INSURANCE**

- i. 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 insurance acceptable to the municipality providing insurance coverage in respect of any one accident to limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss or damage to property and such policy shall name 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.

## **22. NOTICE OF CONTRACT**

- i. The Contractor shall be responsible to file Notice of Contract with the Ministry of Labour and shall provide a copy to the Municipality prior to commencement of work.

## **23. WORKERS COMPENSATION BOARD**

- i. The Contractor shall, following acceptance of the Tender, obtain and provide a clearance letter from the Workplace Safety and Insurance Board.

## **24. LEGISLATION AND REGULATIONS**

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

## **25. HEALTH AND SAFETY**

- i. All Contractors shall:
  - Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation and with the Municipality of South Bruce's health and safety policies and procedures.
  - Include health and safety provisions in their management systems to reach and maintain a consistent and high level of health and safety.
  - Ensure that workers employed by the Contractor and the Municipality are aware of all hazardous substances that may be in use at the worksite and wear appropriate personal protective equipment, as required.
- ii. A copy of the Health and Safety Policies and Procedures of the Municipality will be made available to the successful contract bidder and the Contractor shall be required to comply with the health and safety standards of the Municipality.
- iii. The Municipality retains the right to stop the Contractor's work without penalty to the Municipality if the Contractor does not comply with the Occupational Health and Safety Act, the Health and Safety Policies and Procedures of the Corporation, or creates an unacceptable health and safety hazard.
- iv. The Contractor's workers are to have all necessary personal protective equipment for the work location. Workers not in compliance are to be ordered off the site until they comply.
- v. The Contractor is to provide the Municipality's work site supervisory staff, or designate with material safety data sheets (MSDS) for each chemical substance to be used on the site.

## **26. PROTECTION OF WORK AND TRAFFIC PROVISION AND CONTROL**

- i. The Contractor shall provide and maintain construction signs in accordance with all applicable legislation and the Municipality's policies and procedures.
- ii. The Contractor shall maintain one lane traffic at all times except for short durations, to facilitate the carrying out of specific items of work. Flag persons will be required at both ends of the one lane section at all times to

direct the movement of traffic. A third flag person will be required to work areas where view is obscured.

- iii. It is the responsibility of the Contractor to ensure that all legislated traffic control measures are in place, and that their staff is adequately trained in traffic control measures to ensure the safety of both the workers and the traveling public.

## **27. PRE-SWEEPING**

- i. The Contractor shall be responsible to pre-sweep road edges, intersections and any other areas on the road where debris may hinder the performance of adhesion to the existing road surface. No separate payment will be allowed for this work. The Contractor is to include this work in the unit price in the Form of Tender and Agreement.

## **28. PAYMENTS**

- i. Following the completion of the work, the Contractor is to submit an invoice indicating the amount and contract number to the Municipality of South Bruce for the work performed. Within forty-five (45) days of the date of acceptance of the work a cheque will be released to the Contractor.
- ii. The Contractor shall invoice the Municipality of South Bruce, the Township of Howick and the Township of Huron-Kinloss individually for the actual quantities used.
- iii. The Contractor shall include a 10% holdback on the final invoice to each Owner which will be held for the duration of the warranty period.

## **29. REPRESENTATIONS, WARRANTIES AND CONDITIONS**

- i. The Successful Bidder shall represent and warrant that:
  - work shall be free of defects in workmanship and materials and that the materials shall perform in accordance with manufacturers specifications;
  - all services to be provided by it pursuant to the Contract shall be provided in a professional and worker like manner by personnel appropriately trained in the performance of such services and in substantial conformance with all agreed-upon timelines;
  - it has all necessary skills, expertise and financial resources to fully satisfy its obligations under the Contract;
  - it does not and shall not have any conflict of interest (actual or potential) with its obligations under the Contract; and
  - it shall comply with all laws applicable to the provision of any of the work or any part thereof.
- ii. The Submission will include all warranties and guarantees covering materials and workmanship. Any repairs, services or adjustments during the warranty period will be carried out at the Municipality's location by the successful Bidder at no additional cost to the Municipality.

## **30. WARRANTY PERIOD**

- i. The Successful Bidder shall supply a warranty for not less than one year on materials and labour from date of substantial performance.

## **31. PENALTIES**



- i. If the successful Contractor(s) fails to have all material placed by the completion date noted in 16, the Contractor shall incur a penalty of FIVE hundred dollars (\$500) per day until the project is completed. The Contractor may request an extension in writing to the Manager of Operations in the event that the work is delayed due to weather or other uncontrollable circumstances.
- ii. If the Contractor is unable to complete the work by the completion date noted in 16, the Contractor may be required to forfeit the remaining work under the Contract, at the discretion of the Manager of Operations.

**32. SUMMARY FORM**

- i. The Contractor shall complete the Surface Treatment Summary Form on a daily basis and the completed form shall be submitted to the Municipal Site Inspector prior to leaving at the end of each day. The Municipality reserves the right to alter materials should it be deemed necessary.



# 2019 SURFACE TREATMENT FORM OF TENDER AND AGREEMENT

PART 1A

## Contract PW-2019-08

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE  
(hereinafter called the "Owner")

AND

\_\_\_\_\_  
(hereinafter called the "Contractor")

WITNESSETH:

That the Owner and the Contractor, in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

The Contractor has carefully examined the provisions, plan, specifications and conditions attached to this Tender, as noted in the Information to Tenderers, 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 Tender 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 here to 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 alternation of the contract price, however, such increase or decrease shall not exceed 20 percent.

I / WE (the Contractor) promise to commence work on \_\_\_\_\_ and diligently  
(to be completed by Contractor)  
perform the work continuously without undue delay and further promise to complete the work by **July 26<sup>th</sup>, 2019.**

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of the Contract, will be paid for the Work the sum specified on page 2 of the Form of Tender and Agreement subject to such additions and deductions as may properly be made under the terms hereof and subject to the provision that the Owner may make payments on account monthly or otherwise.

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

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Person Signing for Firm

Affix Contractor Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Office/Position of Person Signing for Firm

THE MUNICIPALITY OF SOUTH BRUCE

Affix Municipality Seal

\_\_\_\_\_  
**ROBERT BUCKLE, MAYOR**

\_\_\_\_\_  
LEANNE MARTIN, CLERK



# 2019 SURFACE TREATMENT FORM OF TENDER AND AGREEMENT

PART 1B

## Contract PW-2019-08

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF HOWICK  
(hereinafter called the "Owner")

AND

\_\_\_\_\_  
(hereinafter called the "Contractor")

WITNESSETH:

That the Owner and the Contractor, in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

The Contractor has carefully examined the provisions, plan, specifications and conditions attached to this Tender, as noted in the Information to Tenderers, 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 Tender 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 here to 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 alternation of the contract price, however, such increase or decrease shall not exceed 20 percent.

I / WE (the Contractor) promise to commence work on \_\_\_\_\_ and diligently  
(to be completed by Contractor)  
perform the work continuously without undue delay and further promise to complete the work by **July 26<sup>th</sup>, 2019.**

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of the Contract, will be paid for the Work the sum specified on page 2 of the Form of Tender and Agreement subject to such additions and deductions as may properly be made under the terms hereof and subject to the provision that the Owner may make payments on account monthly or otherwise.

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

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Person Signing for Firm

Affix Contractor Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Office/Position of Person Signing for Firm

THE TOWNSHIP OF HOWICK

Affix Municipality Seal

\_\_\_\_\_  
DOUG HARDING, REEVE

\_\_\_\_\_  
BRADY NOLAN, PUBLIC WORKS COORDINATOR



# 2019 SURFACE TREATMENT FORM OF TENDER AND AGREEMENT

PART 1B

## Contract PW-2019-08

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS  
(hereinafter called the "Owner")

AND

\_\_\_\_\_  
(hereinafter called the "Contractor")

WITNESSETH:

That the Owner and the Contractor, in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

The Contractor has carefully examined the provisions, plan, specifications and conditions attached to this Tender, as noted in the Information to Tenderers, 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 Tender 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 here to 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 alternation of the contract price, however, such increase or decrease shall not exceed 20 percent.

I / WE (the Contractor) promise to commence work on \_\_\_\_\_ and diligently  
(to be completed by Contractor)  
perform the work continuously without undue delay and further promise to complete the work by **July 26<sup>th</sup>, 2019.**

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of the Contract, will be paid for the Work the sum specified on page 2 of the Form of Tender and Agreement subject to such additions and deductions as may properly be made under the terms hereof and subject to the provision that the Owner may make payments on account monthly or otherwise.

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

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Person Signing for Firm

Affix Contractor Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Office/Position of Person Signing for Firm

THE TOWNSHIP OF HURON-KINLOSS

Affix Municipality Seal

\_\_\_\_\_  
MITCH TWOLAN, MAYOR

\_\_\_\_\_  
EMILY DANCE, CLERK



## 2019 SURFACE TREATMENT FORM OF TENDER AND AGREEMENT

### Contract PW-2019-08 Description of Work

#### Municipality of South Bruce

Section Number	Road Name	From	To		Section Length Km	Length m	Section width m	Repair Area m <sup>2</sup>	Asphalt Cement in litres	Aggregate in tonnes
	Concession 10	Kinloss Boundary	Sideroad 32	Single	1.0	1000	7	7000	15400	133
	Sideroad 25	Concession 10	Concession 12	Single	2.0	2000	7	14000	30800	266
	Concession 2	Bruce Road 28	Tack Road	Single	4.0	4000	7	28000	61600	532
	Concession 4	B- Line	County Road 12	Single	2.0	2000	7	14000	30800	266
					<b>9.0</b>	<b>9000</b>	<b>7</b>	<b>63000</b>	<b>138600</b>	<b>1197</b>

#### Township of Howick

Section Number	Road Name	From	To		Section Length Km	Length m	Section width m	Repair Area m <sup>2</sup>	Asphalt Cement in litres	Aggregate in tonnes
	Laurie Street	Harriston Road	North 450 m	Double	.45	450	6.7	3015x2=6030	6030x2=12060	115
	River Road	Harriston Road	Harriston Road	Double	.875	875	5	4375x2=8750	8750x2=17500	166
					<b>1.325</b>	<b>1325</b>	<b>6.7- 5</b>	<b>14780</b>	<b>29560</b>	<b>281</b>

#### Township of Huron-Kinloss

Section Number	Road Name	From	To		Section Length Km	Length m	Section width m	Repair Area m <sup>2</sup>	Asphalt Cement in litres	Aggregate in tonnes
N/A	Wolf Street	Grey Ox Ave	South Kinloss Ave	Single	2.0	2000	6.5	13000	28600	247
N/A	Guest Ave	Culross Con. 14	Bruce Rd. 1	Single	2.65	2650	7	18550	40810	352
	Guest Ave	Bruce Rd 1	Westerly	Single	0.042	42	7	294	647	6
					<b>4.692</b>	<b>4692</b>	<b>20.5</b>	<b>31844</b>	<b>70057</b>	<b>605</b>

Contractor Initials \_\_\_\_\_



# 2019 SURFACE TREATMENT FORM OF TENDER AND AGREEMENT

**Contract PW-2019-08**

## Schedule of Contract Prices

Description	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
Supply & Apply	HF150s – Emulsion	litres	238,217		
Supply & Apply	Class 1 aggregate	tonnes	2,083		
<b>HST</b>					
<b>TOTALS</b>					

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Street Address/P.O. Box

\_\_\_\_\_  
City/Prov

\_\_\_\_\_  
Authorized Signature of Tenderer

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Name of Witness - Print

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
email address

Affix Contractor Seal