



**The Municipality of West Grey
Request for Tender**

for

Grind/Shredding of Large Landfill Refuse Material at Various Locations

RFT WG19-02

Issue Date:	Thursday, April 15, 2019
Closing Date:	Thursday, April 29, 2019
Time:	11:00 a.m., Local Time
Location:	Municipality of West Grey Administration Building, 402813 Grey Rd. 4 Durham, ON N0G 1R0
LATE SUBMISSIONS WILL NOT BE ACCEPTED	

You are hereby invited to bid the lowest net prices for which you are prepared to furnish the merchandise or services described, all in accordance with the Terms and Conditions and other instructions as stated in this document.

NOTE: It is the vendor's sole responsibility to ensure their submissions are received by the time and date specified within the document.

The Lowest or Any Bid Will Not Necessarily Be Accepted.

Company Name:

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Section A – Terms and Conditions

1. Form of Tender

All Tenders must be upon the forms provided, submitted in **sealed packages**, clearly marked with RFT number and project description and Bidder's company name. The package shall include one (1) original. Please see "Completion of Tender" for a listing of documents to include for this submission.

2. Definitions

Municipality: Refers to "The Municipality of the West Grey"
Owner: Refers to "The Municipality of the West Grey"
Bidder: Refers to "any eligible entity providing a Tender"
Successful Bidder: Refers, in the event of an award, "to the selected Bidder"
RFT: Refers to "Request for Tender"

3. Tender Closing

Tender submissions must be received by the:

**Municipality of West Grey,
Administration Building,
402813 Grey Road 4,
Durham, ON N0G 1R0**

Attention: Brent Glasier, C.E.T., Director of Infrastructure and Public Works

No later than 11:00 a.m. local time, April 29, 2019.

The Municipality is not responsible for Submissions which are not properly marked and/or delivered to any other location than that specified.

4. Late Submissions

Tenders received after the official closing time will **not** be considered during the selection process and will be returned unopened to the respective Bidder.

5. Electronic Submissions

Electronically transmitted submissions (email, fax, etc.) will **not** be accepted for this Tender.

6. Tender Opening

Bidders are advised there will be a public opening for this RFT. Submissions received, by the date and time of closing, will be opened administratively by respective members of the Municipality.

7. Completion of the Tender

All entries shall be clear and legible, and made in a non-erasable medium, and signed in ink. All items shall be submitted according to any instruction in the Request for Tender Documents.

Alterations may be made, providing they are legible and initialed by the Bidder's signing officer. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted or irregularities of any kind may be rejected.

8. Tender Withdrawal

Any Tender may be withdrawn prior to the scheduled time for Tender Closing, or authorized postponement thereof.

9. Bidder Expense

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will **not** be charged to the Municipality.

10. Examination of Request for Tender Documents

Each Bidder must satisfy himself/herself by a personal study of the RFT documents respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after Submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by this RFT.

Prices must include **all incidental costs** and the Bidder must be satisfied as to the full requirements of the RFT. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the RFT.

11. Inquiries, Discrepancies and Interpretations

Should a Bidder find omissions from or discrepancies in any of the RFT documents, or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder shall notify the designated contact person and office without delay. If the designated contact person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have received RFT documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender documents.

Inquiries must be received no later than three (3) business days prior to the closing date of the RFT; otherwise, a response may not be provided.

12. Acceptance or Rejection of Tenders

- a. The Municipality reserves the right to reject any or all Tenders, and to waive formalities as the interests of the Municipality may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the statement immediately above, the Municipality shall not be required to award or accept a Tender, or recall the Tenders at a later date:

- i. When only one Tender has been received as a result of the Tender call;
 - ii. Where the lowest responsive and responsible Bidder substantially exceeds the estimated cost of the goods or service;
 - iii. When all Tenders received fail to comply with the Specifications or Tender Terms and Conditions; and
 - iv. Where a change in the scope of work or specifications is required.
- b. The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance by the Municipality of any Tender or by reason of any delay in the acceptance of a Tender, except as provided in the Tender document.
 - c. Each Tender shall be open for acceptance by the Municipality for a period of thirty (30) calendar days following the date of closing.
 - d. Where the Tender documents do **not** state a definite delivery/work schedule and a submitted Tender is based on an unreasonable delivery/work schedule, the Tender may be rejected.

13. Errors and/or Omissions

The Municipality shall not be held liable for any errors and/or omissions in any part of this RFT. While the Municipality has used considerable efforts to ensure an accurate representation of information in this RFT, the information contained in the RFT is supplied solely as a guideline for Bidder(s). The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the RFT is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the RFT.

14. Addenda

If required by the Municipality, Addenda will be distributed to all Bidders registered as a document taker for this Tender. The Addenda will be distributed

using the latest contact information as provided by the Bidder. It is the Bidder's responsibility to notify the Municipality of any changes to their email or mailing address. It is the Bidder's ultimate responsibility to ensure all Addenda's have been received.

Bidder shall be required to acknowledge receipt of Addenda on the Bidder's Information/Addenda Acknowledgement Form contained in the Tender document.

15. Tender Award Procedures

Unless stated otherwise, the following procedures will apply:

- a. The Municipality will notify the Successful Bidder of the award within thirty (30) calendar days of the Tender Closing.
- b. The Municipality will provide a formal Notice of Acceptance of Tender letter to the successful bidder upon Council approval by either mail or email.

16. Ability and Experience of Bidder(s)

- a. It is not the purpose of the Municipality of the West Grey to award this contract to any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital to ensure acceptance performance and completion of the Tender.
- b. Bidders must be capable of performing the various items of work being bid upon.

17. Responsibility for Damages

The successful Bidder shall indemnify and hold harmless the Municipality, its officers and employees from and against any and all liabilities, claims, demands, loss, cost damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Bidder(s), its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and as a result of activities under this Tender.

18. Regulation Compliance and Legislation

The successful Bidder(s) shall ensure all services and products provided in respect to this Tender are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and/or Federal legislation and Standards.

19. Sub-consultants

No sub-consultants or collateral agreements shall be permitted with respect to the work of this assignment, except with the Municipality's express written consent and in advance of commencement of sub-consultant activities.

Failure to obtain this consent may result in cancellation of the contract with the Successful Bidder(s).

20. Character and Employment of Workers

The successful Bidder shall employ only orderly, competent and skilful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the Successful Bidder(s) in connection with the service arising out of this Tender gives, in the opinion of the Municipality, just cause for complaint, the successful Bidder(s) upon notification by the Municipality in writing, shall not permit such person to continue in any future service arising out of this Tender.

21. Freedom of Information

All correspondence, documentation and information provided shall become the property of the West Grey. Any personal information required on the documentation presented is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Tenders received by the West Grey become a public record. Once a Tender is accepted by the West Grey, and a contract is signed, all information contained in the contract is available to the public, including personal information.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Mark Turner, Hons BA, AMCT, Clerk
Municipality of West Grey
402813 Grey Rd. 4
Durham, ON N0G 1R0
Phone: (519) 369-2200, ext. 229
mturner@westgrey.com

The Clerk has been designated by the Municipality of the West Grey Council to carry out the responsibilities of the Act.

22. Patent, Copyright or Other Proprietary Rights

In accordance with Municipal Freedom of Information and Protection of Privacy Act, Bidders are reminded to clearly identify in their Tender material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

Bidders are encouraged to place all such details and information within a separate section of their submission. Complete Tender details are **not** to be identified as "Confidential".

23. Harmonized Sales Tax (HST)

All prices within this document shall be quoted exclusive of HST.

24. Terms of Payment

The normal terms of payment for the Municipality will be net thirty (30) calendar days. Invoices shall be forwarded to:

Municipality of West Grey
402813 Grey Rd. 4
Durham, ON N0G 1R0

25. Assignment of Contract

The successful Bidder shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or Municipality, without the previous consent, in writing, of the Municipality's officials, which consent shall not be unreasonably withheld.

26. Contact

All requests for information, instructions or clarifications regarding this Request for Tender (RFT) must be submitted in writing and directed to:

Brent Glasier, C.E.T.
Director of Infrastructure and Public Works
Municipality of West Grey
402813 Grey Rd. 4
Durham, ON N0G 1R0
Phone: (519) 369-2200, ext. 227
bglasier@westgrey.com

All questions related to this RFT or any clarification with respect to this RFT must be made no later than three (3) days prior to closing in order that West Grey staff may have sufficient time to respond. The Municipality reserves the right to extend the deadline for questions, if required.

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFT will be circulated in writing as an RFT Addendum to all Bidders who have received the RFT document from the Municipality.

27. Tender Evaluation

All submissions must be in compliance with the requirements of the RFT process in order to be considered.

28. Insurance Requirements

a. Commercial General Liability

The successful Bidder(s) shall, at his/her expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the Municipality, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- i. A limit of liability of not less than \$5,000,000/occurrence;
- ii. The Municipality shall be named as an additional insured;
- iii. The policy shall contain a provision for cross liability in respect of the named insured;
- iv. Non-owned automobile coverage with a limit of at least \$2,000,000 including contractual non-owned coverage;
- v. Products and completed operation coverage (Broad Form) with an aggregate limit not less than \$2,000,000; and
- vi. That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the Municipality.

b. Proof of Insurance

The successful Bidder(s) shall provide, together with its executed agreement, a certificate(s) of insurance of certified copy(s) of the above-referred to policies, satisfactory to the Municipality, together with proof of renewal at least ten (10) days prior to expiry. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Municipality may require that the Bidder(s) provide a certified copy of the policy.

29. Workplace Safety and Insurance Board

The Contractor will be required to submit the Workplace Safety and Insurance Board Clearance Certificate Number indicating the Bidder's good standing with the Board.

- a. Prior to Award;
- b. Prior to the expiration of the Contract period; and
- c. At any other time when requested by the Municipality.

For non-construction work only, if the Contractor is unable to obtain a clearance as required, because it is an independent operator, with no insurance workers, it shall submit to the Owner written confirmation from the Worker's Compensation Board of its status as an independent operator for the Contract. This must be given to West Grey Municipality within seven (7) Business Days of receipt of the notification of the award. If the Contractor does not produce such confirmation, the Owner may at its sole option, terminate the Contract.

30. Health and Safety

- a. A list of all designated substances present at a project site must be included as part of any tendering information. Contractors must ensure that any prospective sub-contractors have a copy of the designated substance list before any binding contract for work is executed.
- b. The contractor will be required to provide a copy of their Health and Safety Policy and Training Program to the Municipality.
- c. 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.
- d. The Municipality retains the right to stop the contractor's work without penalty to the Municipality if the contractor fails to comply with the Occupational Health and Safety Act, the Health and Safety Policies and Procedures of the Municipality, or creates an unacceptable health and safety hazard.

31. Taking the Work Out of the Contractor's Hands

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Owner may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Owner may use all monies due on the Contract to correct or complete the work.

32. Interpretation

If any question arises regarding meaning, intent or other matter required by the Contract, the question shall be decided by the Owner.

33. Laws, Notices, Permits and Fees

The successful Bidder(s) shall obtain the necessary permits, licenses and pay the required fees, as they pertain to this assignment, which are in force at the date of the Tender Closing.

The successful Bidder(s) shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the schedule of work.

34. Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the Municipality and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Tender. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

35. Cancellation

- a. The Municipality reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- b. If the successful Bidder(s) should neglect to execute the work properly, or fail to perform any provision of this Award, the Municipality, after three (3) business days written notice to the successful Bidder(s), may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Bidder(s). Continued failure of the successful Bidder(s) to execute the work properly shall result in a termination of Contract. The Municipality shall provide written notice of termination.
- c. The Municipality may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the successful Bidder(s).
- d. Either party may terminate the Contract by giving the other party sixty (60) calendar day's written notice, giving reasons acceptable to the other. A period of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.
- e. Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

36. Consultants

Any consultant involved in developing the specifications intended to be used with the Tender process cannot be involved in the creation of the response to those specifications.

37. Conflict of Interest

This Tender is made by the Bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Tender for the same work, and is in all respects fair and without collusion or fraud.

The tendered price must conform to the Municipality of West Grey's specifications attached hereto and forming part of this tender.

38. Contract Award

Without limiting all other rights that may be exercised by the Municipality pursuant to this Document, vendors are advised that the Municipality reserves the right to fully evaluate Vendor Submissions, which evaluation may include, without limitation, a review of references, past performance history, completion history (including extended completion dates), litigation history (including construction liens filed by subcontractors for non-payment) and claims history of the vendors and to reject a Vendor Submission if same is not satisfactory to the Municipality.

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Section B – Information for Bidders

1. Preparation of Specifications and Supervisions of Work

- a. The specifications for the Work have been prepared by the Municipality of West Grey, who will monitor work to be done under this Contract. Periodic inspection will be provided on the Contract by West Grey staff, who will also administer the contract works.
- b. Questions with respect to this RFT are to be directed in writing to Brent Glasier, Director of Infrastructure and Public Works, bglasier@westgrey.com, or phone 519-369-2200, Ext. 227.
- c. 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 Director prior to the Tender opening date. The Director may choose to issue a written addendum. Addenda issued during the tendering period will be allowed for by the Tenderer in submitting his Tender.

2. Examination of Site

- a. 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.

3. Location of Work

- Durham Landfill Site – 590 Park Street, Durham, ON
- Bentinck Landfill Site – 114079 Grey Rd. 3
- Normanby Landfill Site – 221291 Grey Rd. 9

4. Scope of Work

All Parts - The work includes all labour, equipment and materials required to grind/shred stockpiled material waste at Durham Landfill, Bentinck Landfill and Normanby Landfill.

5. Unbalanced or Incorrect Tenders

- a. The unit price quoted in the Form of Tender shall be a reasonable unit price for each item. West Grey shall be the sole judge of such matters. West Grey may reject any Tender considered by West Grey to be unbalanced.

- b. 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.
- c. Notwithstanding the values that may have been read out at the tender opening, the corrected tender values, as determined by the procedures described in b. above shall be used to establish the ranking of the tenders.

6. Tender Deposit

- a. The Tender shall be accompanied by a certified cheque or bid bond in the amount of **Five Thousand Dollars (\$5,000)**, drawn in favour of the Municipality of West Grey. The certified cheque or bid bond must be enclosed in the same envelope as the Tender. Failure to provide a tender deposit will result in the tender being disqualified.
- b. All deposits will be returned to the respective bidders within 10 days after tenders are opened, except those which West Grey elects to hold until the successful bidder has executed the Contract.

7. Contract Agreement

- a. The successful bidder will be required to enter into an Agreement with West Grey within ten (10) working days after being notified by West Grey of the acceptance of his/her Tender. This agreement stipulates that liquidated damages will be assessed to the Contractor for every day beyond the expiration of the completion date that the work is not completed and accepted by the West Grey.
- b. Failure to execute a Contract shall be just cause for the annulment of the award and the forfeiture of the Tender Deposit to West Grey, not as a penalty, but as liquidated damages sustained.

8. Award and Execution of Contract

- a. The Contract shall be deemed to have been awarded on the date when West Grey serves formal notice of award to the Tenderer. This will be done verbally with a follow-up written document.
- b. The following documentation is required from the Contractor prior to or upon execution of the Contract:
 - i. the proof of insurance; and

- ii. the Worker's Compensation Board Certificate.
- c. A Tenderer to whom the Contract has been awarded will be required to execute two (2) copies of the Contract within ten (10) working days of the date of award of the Contract.

9. Failure to Execute Contract

- a. If the Tenderer refuses or fails to execute the Contract within ten (10) working days of the date of award, it will be considered that the Tenderer has abandoned all rights and interests in the Contract and the tender deposit of the Tenderer shall be forfeited to West Grey as liquidated damages. West Grey shall, in such event, be free to award the Contract to another Tenderer or to re-tender the Work.

10. Liquidated Damages

- a. The Tenderer's attention is drawn to Form of Tender regarding the Liquidated Damages under this Contract.

11. Work Schedule

Completion Date:	August 30, 2019
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- a. The successful Contractor will be required to submit a schedule prior to signing the Agreement which will indicate clearly the proposed commencement date and number of days to complete the work. West Grey reserves the right to alter such schedule should it be deemed necessary.
- b. Request for extensions of time must be addressed to West Grey in writing, West Grey at its discretion, will allow for such extensions if warranted. West Grey will be the sole judge of providing an extension.

Section C – Form of Tender

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1. Bidder Information

Bidders must complete this form and name one person to be the contact for the RFT response and for any clarification or amendments that might be necessary.

1.	Full Legal Name of Bidder:	
2.	Street Name:	
3.	City, Province:	
4.	Postal Code	
5.	Office Phone Number:	
6.	Office Fax Number:	
7.	HST Account Number:	
8.	Contact Person's Name & Title:	
9.	Contact Person's Cell: Phone Number:	
10.	Contact Person's Email:	

BIDDER NAME & TITLE

SIGNATURE

DATE

Please return this form with submission.

2. Form of Tender

For the Provision of:

**Grind/Shredding of Large Landfill Refuse
Material at Various Locations**

As Supplied by:

Name of Company

Address

(Hereinafter called the Bidder)

To: The Municipality of West Grey
402813 Grey Rd. 4
Durham, ON N0G 1R0

(Hereinafter called the Municipality)

The Bidder Declares

1. No person(s), firm or Municipality, other than the Bidder, has any personal interest in this Tender or in the award for which this Tender is made.
2. No member of Council, officer or employee of the Municipality is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom.
3. This Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of any other Municipality, firm or person making a Tender for the same and is in all respects without collusion or fraud.
4. By signing this submission, I confirm I have read and understood the content and requirements of this Tender document.

Acknowledgement to receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in the addenda.

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

Check here if No Addenda received.

Dated at _____ this _____ day of _____ 2019.

Signature of Witness

Signature of Bidder

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

Please return this form with submission.

3. Schedule of Unit Prices

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
Durham Landfill Site					
1.	Shred all materials in stockpiles to a maximum size of 75 mm in any direction.	m ³	3,000	\$ _____	\$ _____
Bentinck Landfill Site					
2.	Shred all materials in stockpiles to a maximum size of 75 mm in any direction.	m ³	4,000	\$ _____	\$ _____
Normanby Landfill Site					
	Shred all materials in stockpiles to a maximum size of 75 mm in any direction.	m ³	500	\$ _____	\$ _____
Sub-total Items Bid				\$ _____	
13% HST				\$ _____	
Total Tender Price				\$ _____	

We _____ agree to offer to complete the work as tendered in accordance with the Specifications stated.

Company Name: _____

Name of Authorized Person: _____

Signature: _____

Date: _____

4. Standard Specifications

- a. Municipal – Oriented (not attached).

Date	Form No.	Title
Nov. 06	0100	OPS General Conditions of Contract

Please return this form with submission.

5. Completion Date

a. Progress of the Work and Time for Completion:

The Contractor shall complete this contract in it's entirely by the "Completion Date" specified in the Information to Bidders.

- b. The time of completion may be extended in writing at any time in accordance with the General Conditions of Contract of OPSS on such terms and for such period as shall be determined by West Grey, 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 West Grey. An application by the Contractor for an extension of time as herein provided shall be made to West Grey in writing on the form prescribed at least fifteen days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to West Grey 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 West Grey with evidence of such amendment of the Bonds or the Surety.

6. Liquidated Damages

- a. In the event that all the work called for under the Contract is not completed to the satisfaction of the Municipality of West Grey within the time for completion set out in the Contract or as extended in accordance with the Contract, damage will be sustained by the Municipality of West Grey and it will be impracticable and extremely difficult to ascertain and determine the actual damage which the Municipality of West Grey will sustain in such event, and accordingly the Contractor will pay to the Municipality of West Grey the sum of two hundred dollars (\$200.00) per calendar day as liquidated damages for each and every calendar day delay in completing the work beyond such date, plus the full costs of Engineering and Inspection incurred in the period beyond the time allowance for completion, the said amounts being collectively a genuine estimate of the actual damage which the Municipality of West Grey will sustain in such event.
- b. The Municipality of West Grey may deduct any amount due as liquidated damages from any monies that may be due or payable to the Contractor on any account whatever. The liquidated damages payable in accordance with preceding paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available for the Municipality of West Grey.



**The Municipality of West Grey
Service Contractor
Health & Safety Responsibilities**

**Company/Owner Name _____ (the
“Contractor”)**

It is our policy objective at the Municipality of the West Grey (the “West Grey”), to provide all persons within our workplace with a safe environment in which to work. All Contractors and sub-contractors must cooperate and make all reasonable efforts to ensure the maximum protection and minimum inconvenience to the general public, occupants, and the environment.

In consideration of being engaged to do work for the West Grey, the Contractor shall complete the following requirements on West Grey projects:

- Contractors employed by the West Grey will be responsible for taking all necessary steps to protect persons and property, from any harm during the course of the work. All work procedures and equipment operation will be in accordance with the Occupational Health and Safety Act and regulations.
- Health and Safety issues will always be given immediate attention by the West Grey and Contractors.
- All Contractor employees conducting work with the West Grey must be a ‘**competent person**’ as defined in the Occupational Health and Safety Act.
- Contractors must supply equipment capable of being operated in a manner that meets the Occupational Health and Safety Act and regulations. All relevant equipment manuals must be located on the equipment being operated.
- Contractors must ensure that all of their employees have safety training and certifications equal to, or exceeding, the requirements set forth in the current Occupational Health and Safety Act and regulations.
- The Contractor shall provide and post, in a conspicuous location, a written copy of its Health and Safety Policy, as required under Sections 25 (2)(i) and (k) of the Occupational Health and Safety Act when working at a stationary work site.
- The Contractor is responsible to provide, maintain and ensure that all equipment, including personal protective equipment, is properly used or worn for the duration of the work.
- The Contractor’s employees will be a part of all pre-site and tailgate meetings.

- All Contractors must immediately report unsafe conditions, incidents, and accidents to the West Grey’s supervisor or the West Grey’s Occupational Health & Safety Coordinator.
- All applicable current health and safety issues and environmental legislation and regulations are considered the minimum requirements that the Contractor must meet.
- The West Grey retains the right to stop the Contractor’s work without penalty to the West Grey if the Contractor fails to comply with the Occupational Health and Safety Act and Regulations, the Health and Safety Policies and Procedures of the Municipality, or creates an unacceptable health and safety hazard.

The West Grey takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure health and safety on all projects.

ACKNOWLEDGEMENT

As an authorized representative of the Contractor, I have read and received a copy of the “Service Contractor Health & Safety Responsibilities”, and agree on behalf of (company) _____ and our employees to comply with its requirements, and the requirements of the Occupational Health and Safety Act and regulations. I will also take all necessary precautions to ensure the health and safety for our employees, suppliers and sub-contractors while on the project and ensure they are provided with and are aware of, the preceding requirements.

Authorized Representative: _____ Date: _____
 (Print Name)

 (Signature)

Please return this form with submission.

8. Tender Execution

We agree that:

1. This Tender will be irrevocable until the expiry of the acceptance period stipulated in the Terms and Conditions (**Tender Left Open**) and that failure to leave the Tender so open shall result in forfeiture of the Tender Deposit as liquidated damages.
2. Notification of acceptance of the Tender shall be in writing, and may be sent by prepaid post; and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.
3. The Tender Deposit attached herewith shall be forfeited to the Municipality of West Grey if we fail to file with the Municipality the Contract Performance Security and an executed Form of Agreement for the performance of the work within ten (10) days of the date of notification of the acceptance of this Tender by the Municipality.
4. We will commence the Work as specified, proceed continuously, and complete all Work within the time provided for in the above "Time for Completion".
5. The Contract Work shall be performed in accordance with the terms and the requirements of the Contract Documents.
6. We and/or our sub-contractors will carry out any additional or extra Work (including the supply of any additional materials or equipment pertaining thereto) or will delete any Work as may be required by the Engineer in accordance with this Contract.

We declare that:

This Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same Work and in all respects fair and without collusion or fraud; and

- No member of the Municipal Council, and no officer or employee of the Municipality of West Grey is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.

Dated at _____ this _____ day of _____ 2019

Name of Witness

Name of Tenderer

Signature of Witness

Authorizing Signature of Tenderer

Title

(Affix Corporate Seal)

Please return this form with submission.

Return Address Label

Official Sealed Tender Label

No.:

Date:

Time:

Insert

Vendor Name Here: _____

Address: _____

**Municipality of West Grey
402813 Grey Rd. 4, RR2
Durham, ON
N0G 1R0**

We have supplied you with a pre-addressed return label. Please fill in your vendor name and address on the return label to help us identify this transaction. Please return this form with submission.

Section D – Form of Agreement

THIS AGREEMENT made in duplicate this _____ day of _____ 2019

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

(hereinafter called the "Owners")

AND

(hereinafter called the "Contractor")

Contract WG19-02

WITNESSETH:

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

ARTICLE 1

The Contractor shall:

- (a) Provide all the equipment to perform all the Work for grind/shredding material at various locations (the "Work") and described in the Contract Documents.
- (b) Do and fulfil everything indicated by this Contract.
- (c) Fully complete, as certified by the Engineer, all of the Work within the time for completion allowed in the Contract.

ARTICLE 2

In case of any inconsistency or conflict between the provisions of these Contract Documents, the Order of Precedence of the GC in OPSS MUNI 100, shall apply.

ARTICLE 3

It is agreed, without restricting in any way of the provisions of the Contract Documents that the Contractor shall not, without the consent in writing to the Owner, make any assignment of any part or the whole of any monies due or to become due under the provisions of this Contract.

ARTICLE 4

The Owner covenant with the Contractor that the Contractor, having in all respects complied with the provisions of this Contract, will be paid for the Work the sum of \$ _____ 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 as may be provided in the Contract Documents attached hereto.

The Contractor:

The Owner: The Municipality of West Grey
 402813 Grey Road 4
 Durham, ON NOG 1R0

ARTICLE 5

A copy of each of the Information for Bidders, Form of Tender, General Conditions, and Special Provisions are hereto annexed and Standard Specifications and Drawings, if any, relating thereto and listed in the Form of Tender, are made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 6

The Contractor declares that in tendering for the Works and in entering into this Contract he/she has either investigated for himself the character of the Work and all local conditions that might affect his Tender or his acceptance of the Work, or that not having so investigated, he/she is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the Work which might or could make the Work, or any items thereof, more expensive in character or more onerous to fulfil than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he/she did not and does not rely upon information furnished by any methods whatsoever by the Municipality of West Grey or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was and is not in any manner warranted or guaranteed by West Grey.

ARTICLE 7

The Contractor also declares that it has a Health and Safety Policy and Procedures in place and has provided health and safety training for its employees. The Contractor hereby guarantees that employees working on any project associated with this contract has received the necessary health and safety training associated with their job function.

ARTICLE 8

The Contractor understands its responsibility to ensure it delivers the appropriate training to its employees with respect to Accessibility Standards for Customer Service pursuant to Ontario Regulation 429/07.

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns.

Witness	_____	_____ Contractor's Signature
Signature	_____	
		Print name _____
		(Affix Corporate Seal)

		THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
Witness	_____	_____ Mayor – Christine Robinson
Signature	_____	_____ CAO-Deputy Clerk – Laura Johnston
		(Affix Corporate Seal)

Section E – General Conditions

General Conditions (GC)

OPS

Note: The General Conditions of OPSS. MUNI 100 have not been included in this Contract due to the length however, can be viewed on the MTO web site.

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

Despite not being entered in this Contract, the General Conditions are in full effect for this Contract.

Section F – General and Item Special Provisions

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SP2	Safety	2
SP3	Standard Specifications	2
SP4	Testing	3
SP5	Payment to the Contractor	3
SP6	Incidental Items	3
SP7	Method and Measurement of Grind/Shredded Material	3
SP8	Durham Landfill Site	3
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SP10	Normanby Landfill Site	4

Section F – General and Item Special Provisions

Section F – General and Item Special Provisions

SP1 General

This contract is for the supply of all labour, equipment and materials required to complete the works as set out herein.

SP2 Safety

- a. The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property, from any harm during the course of the Contract. All work procedures and equipment shall be in accordance with the Contractor's and legislated standards.
- b. Only competent personnel will be permitted for this contract. West Grey will determine who is competent, and will cause to remove from the site any persons not observing or complying with safety requirements. The Contractor shall supply competent personnel to implement their safety program and ensure that the Contractor's standards, and those of the Occupational Health and Safety Act, are being complied with.
- c. The Municipality of West Grey will monitor daily to ensure that safety requirements are met. Continued disregard for safety standards can cause the Contract to be cancelled and the Contractor removed from the work site.
- d. The Contractor shall report to the jurisdictional authorities, any accident or incident involving Contractor, West Grey or public personnel and/or property, arising from the Contractor's execution of the work.
- e. The Contractor shall include all provisions of this Contract and any agreement with sub-contractors, and hold all sub-contractors equally responsible for safe work performance.
- f. If the Contractor is responsible for delay in the progress of the work due to an infraction of legislated or Contractor Health and Safety requirements, the Contractor will, without additional cost to the Municipality, work such overtime not to delay in the final completion of the work or any operations thereof.

SP3 Standard Specifications

- a. Ontario Provincial Standard Specifications (OPSS) shall apply where referred to in the Contract Documents. Where reference in these documents is made to the Owner, the Owner shall be interpreted as being the Municipality of West Grey and reference to the Engineer shall mean the Director of Infrastructure and Public Works or the Engineer authorized by the Municipality to act on its behalf.

SP4 Testing

The Municipality or Consultants working on behalf of the Municipality shall take samples of the gravel being processed on a daily basis or as many times as the Municipality sees fit. Tests will be delivered to an approved testing facility to undertake testing for conformance to OPS Specifications. In the event granular tests do not conform to OPSS PROV1010 for Granular 'M', the Municipality may, without recourse from the Contractor, cancel the work and allow the Contractor to provide an alternate resource of gravel at no increased cost to the Municipality. The Municipality will not be responsible to pay for any material or processing costs that do not meet the above Specification.

SP5 Payments to the Contractor

The Municipality shall conform to the 'Construction Lien Act' and shall holdback 10% of the value of all work in for a period of 45 days conformance with the Act.

SP6 Incidental Items

- a. The following is a partial list of items, the cost of which is to be included in the unit prices of the tender items. No additional payment will be made for the following:
 - Cost of bonds and insurance; and
 - Cost of permits and fees.

SP7 Method of Measurement of Grind/Shredded Material

- a. West Grey will measure the circumference of the base of the stockpiles, the height of the stockpiles and apply the geometrical formula for conical shapes as a method to determining volume.

SP8 Durham Landfill Site

The Contractor will be required to grind all material as outlined in the document. The material must be loaded and reduced to a particle size of 75 mm or less in any direction with the Contractors own forces from an on-site stock pile. Finished material must be relocated to an area approximately 30 m from the stock pile. West Grey will approve site prior to commencement.

It is estimated that the material to be processed has a total volume of approximately 3,000 m³.

Bid price will be identified by lump sum and include all material, equipment and labour costs to complete the work, regardless of the number of times the material is run through the grinding equipment to achieve the maximum 75 mm particle size.

SP9 Bentinck Landfill Site

The Contractor will be required to grind all material as outlined in the document. The material must be loaded and reduced to a particle size of 75 mm or less in any direction with the Contractors own forces from an on-site stock pile. Finished material must be relocated to an area approximately 30 m from the stock pile. West Grey will approve site prior to commencement.

It is estimated that the material to be processed has a total volume of approximately 4,000 m³.

Bid price will be identified by lump sum and include all material, equipment and labour costs to complete the work, regardless of the number of times the material is run through the grinding equipment to achieve the maximum 75 mm particle size.

SP10 Normanby Landfill Site

The Contractor will be required to grind all material as outlined in the document. The material must be loaded and reduced to a particle size of 75 mm or less in any direction with the Contractors own forces from an on-site stock pile. Finished material must be relocated to an area approximately 30 m from the stock pile.

It is estimated that the material to be processed has a total volume of approximately 500 m³.

Bid price will be identified by lump sum and include all material, equipment and labour costs to complete the work, regardless of the number of times the material is run through the grinding equipment to achieve the maximum 75 mm particle size. West Grey will approve site prior to commencement.

Section G – Maps

Sections		Page No.
Map 1	Durham Landfill Site	2
Map 2	Bentinck Landfill Site	3
Map 3	Normanby Landfill Site	4

Durham

MUNICIPALITY OF WEST GREY



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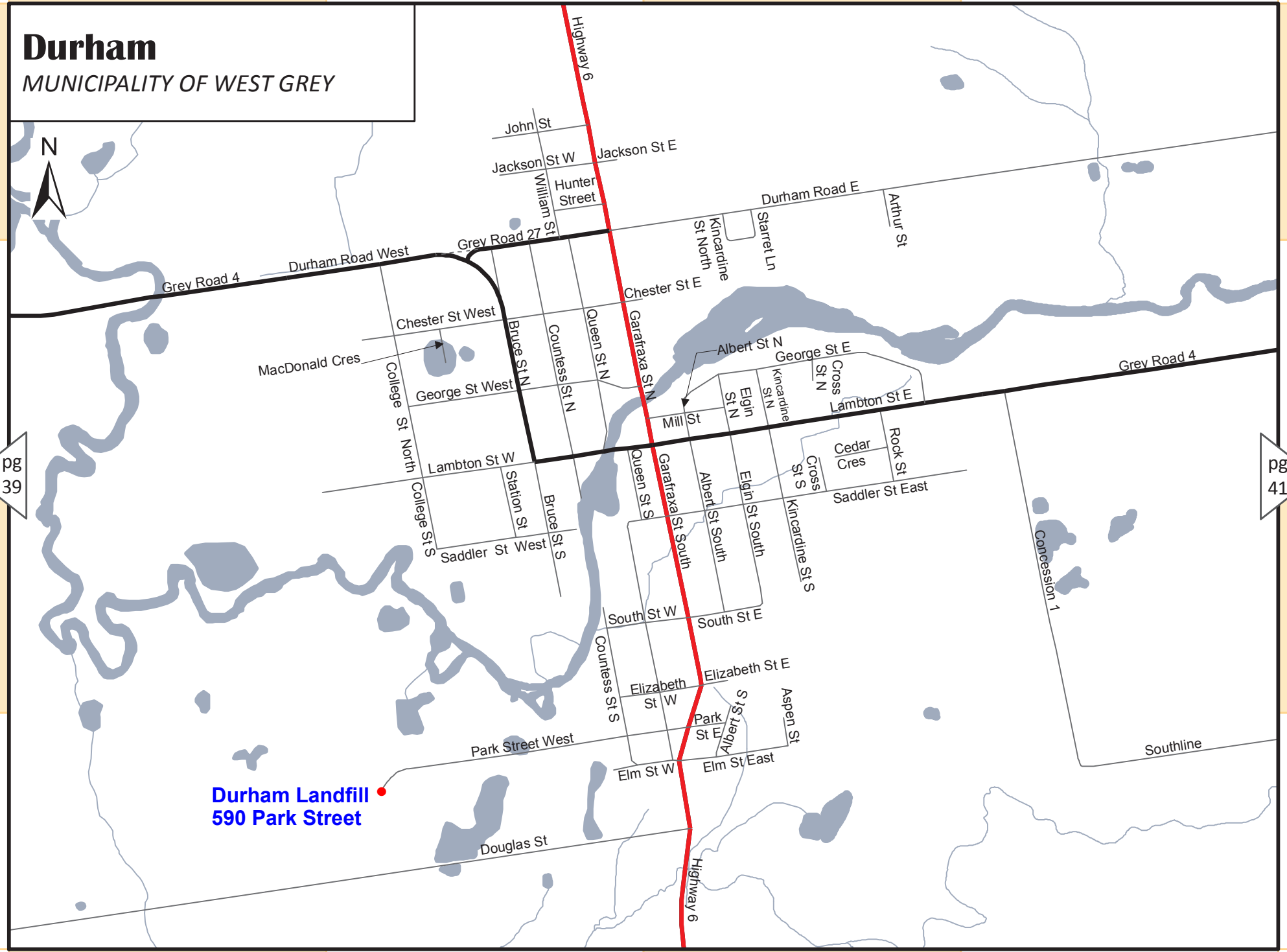
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Durham Landfill
590 Park Street



Bentinck

MUNICIPALITY OF WEST GREY

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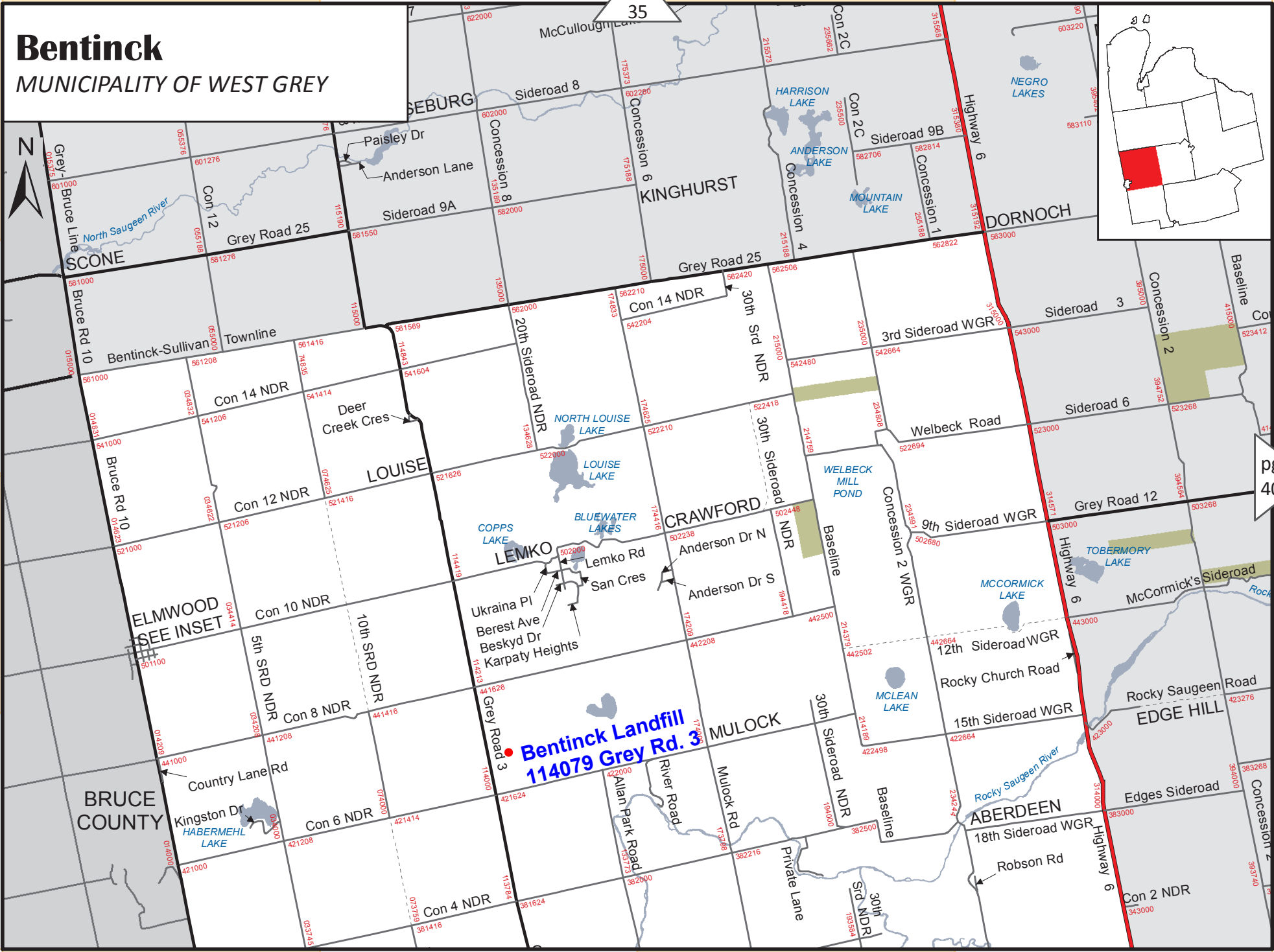
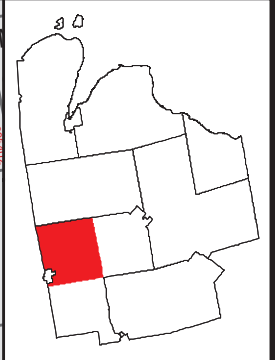
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Bentinck Landfill
114079 Grey Rd. 3

Normanby

MUNICIPALITY OF WEST GREY

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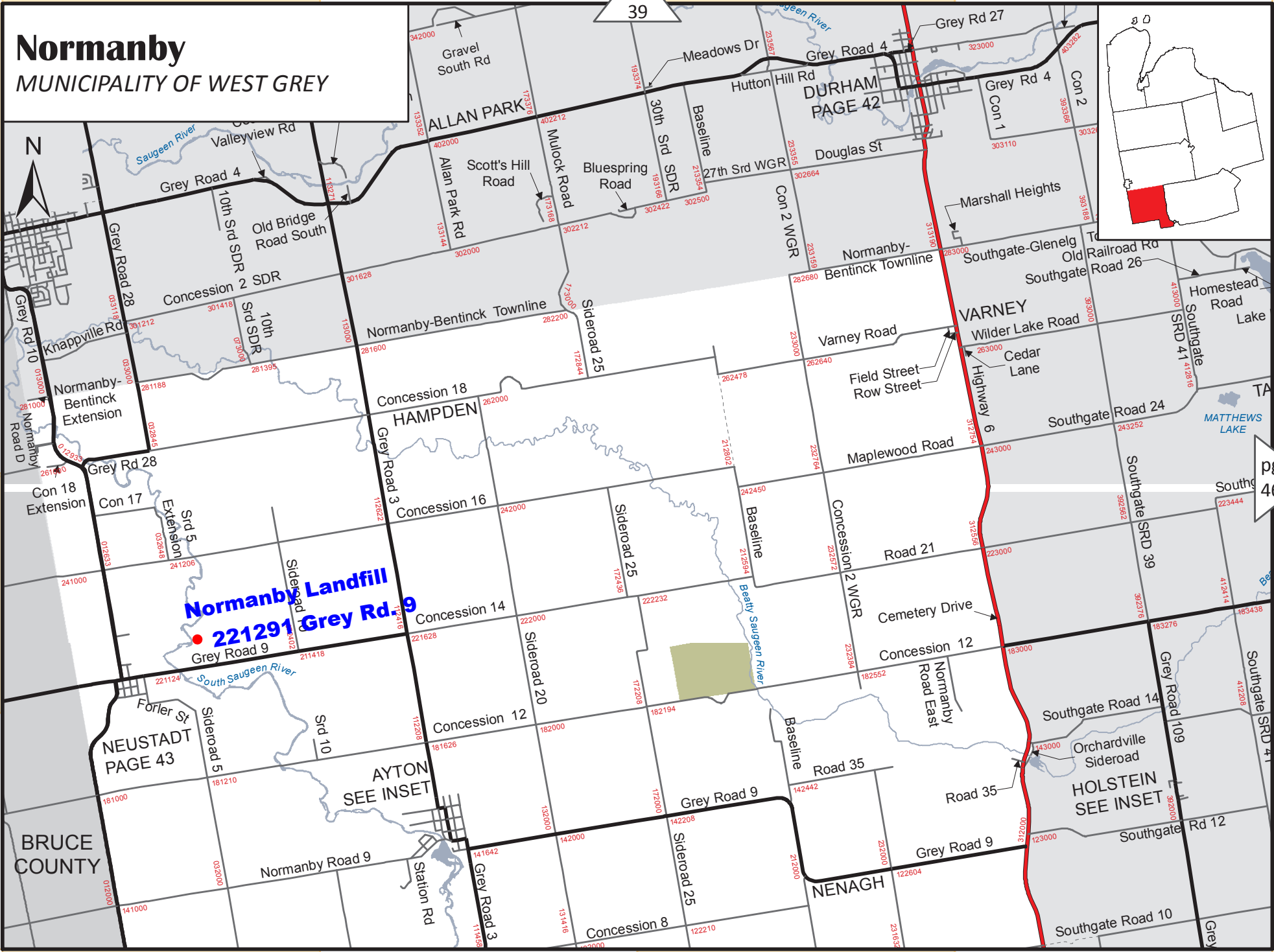
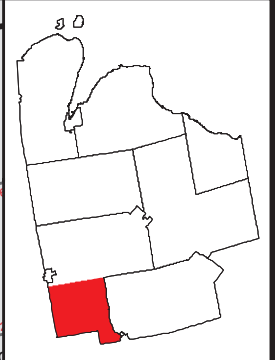
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