

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2004-110**

Being a by-law to authorize the signing of an Agreement  
with Coco Paving (1990) Inc. for 2004 Asphalt resurfacing.

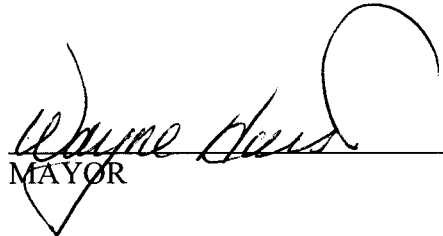
**WHEREAS** the Town has tendered for the provision of asphalt for the 2004  
Asphalt Resurfacing of Local Road Pavements; and

**WHEREAS** Coco Paving (1990) Inc. has submitted the low tender.

**NOW THEREFORE THE COUNCIL OF THE TOWN  
OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be authorized to sign the contract with Coco Paving (1990) Inc. attached hereto and forming part of this by-law for the provision of asphalt at a cost of \$198,934.40 including GST.
2. That this by-law come into effect on the final passing thereof.

Read a first, second and third time and finally passed this **13<sup>th</sup> day of December 2004.**

  
MAYOR

  
CLERK

1<sup>st</sup> Reading: December 13, 2004

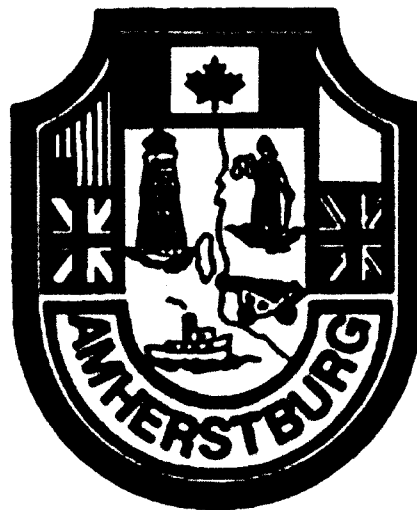
2<sup>nd</sup> Reading: December 13, 2004

3<sup>rd</sup> Reading: December 13, 2004

**TOWN**

**CONTRACT DOCUMENTS  
FOR  
2004 ASPHALT RESURFACING  
OF LOCAL ROAD PAVEMENTS  
TOWN OF AMHERSTBURG**

**PWD-RD-04-023**



Prepared by:  
The Corporation of the Town of Amherstburg  
Public Works Department  
P.O. Box 159  
512 Sandwich St. South  
Amherstburg, Ontario  
N9V 3R2  
[www.amherstburg.ca](http://www.amherstburg.ca)



# BID BOND

# AVIVA

# CCDC 220 - 2002

No. 83-0548-0063-04

Bond Amount \$ 10% of tender

COCO PAVING (1990) INC. as Principal, hereinafter called the Principal, and AVIVA INSURANCE COMPANY OF CANADA a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto Corporation of the Town of Amherstburg as Obligee, hereinafter called the Obligee, in the amount of Ten percent of tender amount-----  
-----00/100 Dollars (\$ 10% ) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 7th day of September, in the year 2004

For 2004 Asphalt Resurfacing of Local Roads

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within Sixty ( 60 ) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

**No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.**

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated 2nd day of September, in the year 2004.

SIGNED and SEALED

in the presence of  
R. Amy

COCO PAVING (1990) INC.  
Principal

Nina Coco  
Signature

Nina Coco  
Name of person signing

AVIVA INSURANCE COMPANY OF CANADA

Karen Ramsey  
Signature

KAREN RAMSEY, Attorney-in-fact  
Name of person signing

CGU2786



Copyright 2002

Canadian Construction Documents Committee

(CCDC 220 - 2002 has been approved by the Surety Association of Canada)

**CONTRACT DOCUMENTS**  
**FOR**  
**2004 ASPHALT RESURFACING OF LOCAL ROAD PAVEMENTS**  
**IN THE**  
**TOWN OF AMHERSTBURG**  
**GENERAL INDEX**

<b>1.</b>	<b>FORM OF TENDER</b>	<b>T-1 to T-3</b>
<b>2.</b>	<b>AGREEMENT</b>	<b>A-1 to A-2</b>
<b>3.</b>	<b>INFORMATION TO TENDERERS</b>	<b>IT-1 to IT-5</b>
<b>4.</b>	<b>SPECIFICATIONS</b>	<b>SP-1 to SP-2</b>
<b>5.</b>	<b>WORK LOCATION MAP</b>	<b>ENCLOSED</b>

**FORM OF TENDER**

**TOWN OF AMHERSTBURG**

**2004 ASPHALT RESURFACING OF LOCAL ROAD PAVEMENTS**

TO: Mayor Hurst and Municipal Council  
Corporation of the Town of Amherstburg  
Municipal Offices  
P.O. Box 159, 271 Sandwich Street South  
Amherstburg, Ontario N9V 2Z3

We, the undersigned having examined the sites of works, general conditions of contract, specifications, drawings, information for tenders, and other contract documents prepared by the Amherstburg Public Works Department, hereby offer to furnish all materials and perform all the work necessary and maintain the said work as described in the above mentioned documents, in accordance with the said comments and under the supervision of the Amherstburg Public Works Department, for the amount of \$ One hundred ninety - eight thousand nine hundred thirty - four dollars and forty cents dollars (198,934.40 ).

Description	Total Price
<b><u>CONCESSION 4 SOUTH</u></b>	
From County Road 20 to County Road 18, being approximately 12,715 feet in length and 22 feet in width.	
a) Supply and place scratch coat of HL4 asphalt base leveling course, complete. Approximately 805 tons at \$ <u>44.00</u> per ton	<u>\$ 35,420.00</u>
b) Supply and place 2 inches of HL3 asphalt surface course, complete. Approximately 3500 tons at \$ <u>43.00</u> per ton	<u>\$ 150,500.00</u>
SUB TOTAL FOR TENDER	<u>\$ 185,920.00</u>
7% G.S.T. PAYABLE (ON ABOVE)	<u>\$ 13,014.40</u>
<b>TOTAL FOR TENDER (INCLUDING G.S.T.)*</b>	<b><u>\$ 198,934.40</u></b> ✓

If this Tender is accepted and Contract is awarded to US, we hereby undertake to forthwith enter into contract guaranteeing to have above mentioned works fully completed in accordance with the directions of the Town within 10 working days.

we further agree to furnish and enter into such Contract within five (5) working days after the Contract is awarded to US.

A Bid Bond in the amount of 10% of the total tender price accompanies this Tender as surety that we will enter into the Contract satisfactory to the Owner and furnish Tender, in accordance with the Contract Documents.

we further agree to hold this Tender open for acceptance for a period of sixty (60) days from closing date of Tenders.

**It is understood that the Owner is not bound to accept the lowest or any tender.**

Dated at Amherstburg this 7<sup>th</sup> day of September, 2004.

*Aina Coco*

Signature of Contractor

Coco Paving (1990) Inc.

Contractor's Name

6725 South Service Road

Contractor's Address



**AGREEMENT**

**THIS AGREEMENT** made in triplicate this 4<sup>th</sup> day of October, 2004.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

COCO PAVING (1990) INC.

(hereinafter called the Contractor) of the second part.

**WHEREAS** the Corporation is desirous that certain works should be constructed, viz., the construction of the:

**2004 ASPHALT RESURFACING OF LOCAL ROAD PAVEMENTS**

In the Town of Amherstburg and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works:

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with his Tender dated the

7<sup>TH</sup> day of September, 2004,

And the Contract Documents (consisting of the General Conditions or Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by Public Works Department and all of which said documents are annexed hereto and form part of this Agreement to the same extent as if fully embodied herein, the construction of the above noted works for the sum of

-----One Hundred and Ninety-Eight Thousand, Nine Hundred and Thirty-Four Dollars and Forty Cents ----- ( \$ 198,934.40 )

The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Public Works Department, within the specified time in his Tender. Time shall be deemed the essence of the contract.

The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution of negligent execution thereof by the Contractor, its servants, agents or employees.





**INFORMATION TO TENDERERS****2004 ASPHALT RESURFACING PROGRAM****TOWN OF AMHERSTBURG****CONTRACT PWD-RD-04-023****1.0 TENDERS**

Tenders will be received by:

The Corporation of the Town of Amherstburg  
Municipal Offices  
271 Sandwich Street, P.O. Box 159  
Amherstburg, Ontario N9V 2Z3

Up until the hour of:

**11:30 a.m., Local time, Tuesday, September 7, 2004**

The complete Contract Document booklet, which includes the Form of Tender, which is to be completed, it to be submitted in the pre-labeled manila envelope, supplied with the Contract Document booklet.

Tenders received after the closing deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened. Fax submissions will not be accepted.

**2.0 DEPOSIT WITH TENDERS**

No Tender shall be considered as bona fide unless accompanied by a Certified Cheque or Bid Bond in the amount of 10% of the Tender value and made payable to the Corporation of the Town of Amherstburg. The Certified Cheque or Bid Bond of the unsuccessful Tenderers will be returned without interest upon execution of the Tender with the successful Tenderer.

The Certified Cheque or Bid Bond of the successful Tenderer will be retained as liquidated damages to indemnify the Owner in case of default until such time as the Contract is executed. All Certified Cheques or Bid Bonds will be returned without interest should a Contract not be executed within sixty (60) days of the date of closing of this Tender.

**3.0 PERFORMANCE AND LABOUR & MATERIAL BONDS**

The successful Tenderer with a Surety approved by the Owner, will be required to enter into and sign an approved Performance Bond jointly and severally with the Owner for the amount of one hundred percent (100%) of the Total Tender Price for due and proper fulfillment of the Tender and maintenance of the work for the duration period. The Maintenance period is to be twelve (12) months from the date of final completion and acceptance of the work. Individual members of the Tenderer's firm will not be accepted as sureties. The bond of a Guarantee Company approved by the Owner will be accepted.

The successful Tenderer will be required to furnish a Labour and Material Payment Bond in a form suitable to the Owner in the amount equal to one hundred percent (100%) of the Total Tender Price for payment of all labour and material used in the completion of the project. The dollar limit noted herein does not relieve the successful Tenderer from any and all obligations which he may have regarding the full payment of all labour and material used in the completion of the work.

#### **4.0 EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS**

Each Tenderer must visit the site and review the drawings and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction period. He is not to claim at any time after submissions of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The quantities shown as indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the Tenderers the general magnitude of the work.

#### **5.0 AGREEMENT**

Tenders will be received and contracts awarded only in the form of a unit price contract unless otherwise provided, for the completion of the whole work or of specified sections thereof in accordance with the drawings and specifications. The contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender.

All work included in the contract must be completed on or before the date fixed in the contract and must, at the time of completion and final inspection, be in first class condition and comply fully with the specifications.

Final inspection will be made by the Amherstburg Public Works Department within 20 days after the Municipality has received notice in writing from the Contractor that the work is completed.

The Contractor will be held liable for any damage or expenses occasioned by his failure to complete the work on time and for any expenses of inspecting, superintending or re-letting due to his neglect or failure to prosecute the work satisfactory. Any such expense or damages may be deducted by the Municipality from the amount of the Contract or may be recovered by the municipality from the Contractor and his sureties.

#### **6.0 GENERAL CONDITIONS**

Generally, the terms of the Ontario Provincial Standards (OPS) for Road and Public Works – General conditions September 1999 and any further amended revisions are to be followed unless otherwise amended herein these Contract Documents. All Tenderers submitting a tender are deemed to have access to the OPS General Conditions. Generally the Ontario Provincial Standard Specifications 310, 502, 1001, 1003, 1101 and 1150 and the form of agreement and general conditions of C.C.A. Document No. 4. shall apply and govern.

#### **7.0 INSURANCE**

Within ten (10) days after the contract has been awarded to him, the Contractor shall furnish to the Clerk of the Municipality satisfactory evidence that he has insurance to cover risk and liability in accordance with the General Conditions for the period of the execution of the work.

The Liability Insurance shall have a limit of liability of not less than 2 Million Dollars inclusive for any one occurrence. The contractor shall note that where construction work is to be performed within the lands owned by a railway company or a road allowance owned by the Ministry of Transportation the liability insurance shall have a limit of liability of not less than 5 Million Dollars inclusive for any one occurrence. It shall be a comprehensive liability insurance covering all operations and liability assumed under the Contract and it shall include the Town of Amherstburg and its officials as additional insured under the policy and shall also contain a cross liability and save harmless clause for the said Town of Amherstburg.

The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Municipality. Such copy of this policy is to be submitted to the Clerk of the Municipality prior to commencement of the work.

## **8.0 WORKPLACE SAFETY & INSURANCE**

The Contractor will be required to submit to the Municipality, a Certificate of Good Standing from the Workplace Safety & Insurance Board before final payment is made to the Contractor.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety & Insurance Act.

## **9.0 CONSTRUCTION SAFETY ACT**

The Contractor shall comply with all the requirements of the Occupational Health and Safety Act, 1990 and its Regulations for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendments of the said Act. In the event that the Contractor fails to comply with the requirements of the above mentioned Act, the Municipality may suspend the operation of the work forthwith and the suspension will remain in effect until the Contractor has taken whatever remedies are necessary to comply with the said Act. Suspension of the work by the Municipality on account of the provisions of this clause, shall not allow the Contractor any extension of the Time of Completion and the Contractor may be liable for liquidated damages to the Municipality.

## **10.0 CONTRACTORS LIABILITY**

The Contractor, his agents and all workmen or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor, shall indemnify and hold harmless the Municipality, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

## **11.0 ONTARIO PROVINCIAL SALES TAX**

The suggestions noted below are for the Tenderer's information in the matter of Ontario Sales Taxes. The successful Tenderer will be completely responsible for complying with all requirements regarding Ontario

Provincial Sales Tax and no subsequent claims will be allowed or payments made to the Tenderer by the Municipality with respect to any rebates for Ontario Provincial Sales Tax.

- a) Ontario Provincial Sales Tax on materials that enter into and form part of the works shall be included in the tendered unit prices, including ready mix concrete and hot or cold mix asphalt materials.
- b) Labour charges remaining exempt are:
  - 1) Installation of goods that become real property upon installation.
  - 2) Repair and maintenance of real property.
  - 3) Repair and maintenance of goods where replacement parts are not subject to tax.
  - 4) Repair or reconditioning of goods purchased for resale by vendors.

At the request of the Municipality the Contractor shall provide receipts showing the amount of taxes paid for all materials used on this project. Ontario Provincial Sales Tax rebates (where applicable) will be applied for and retained by the Municipality.

## **12.0 GOODS AND SERVICES TAX**

The Contractor should be aware of his responsibility for payment to Revenue Canada of the Goods and Service Tax, which came into effect on January 1, 1991. The Contractor will be required to calculate and include the following in his Tender:

- a) Tender Price (not including G.S.T.)
- b) Total Tender Price (including 7% G.S.T.)

For the purpose of evaluating Tenders, Item (b) **must** be the Tender Price plus 7%. If a percentage other than 7% is added, the Tender will be assumed to be in error and will be corrected accordingly.

## **13.0 LIQUIDATED DAMAGES**

Liquidated damages, consisting of additional cost incurred by the Municipality, may be charged to the Contractor if the work is not completed within the specified Time of Completion.

Additional cost incurred by the Municipality to inspect or re-check corrective work, resulting from incorrect work by the Contractor or work not accepted by the engineer, may be charged to the Contractor.

## **14.0 WORK SCHEDULE**

In order for the Public Works Department to utilize budgeted funds for this project, the construction work must start immediately upon approval of the tender submission. **The work must be substantially complete by December 20, 2004.**

**15.0 PAYMENT**

Progress Payment Certificates may be furnished to the Contractor by the Commissioner In Charge and such certificate shall not be for more than 90% of value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 45 days after substantial completion and final acceptance of the work by the Amherstburg Public Works Department.

**SPECIFICATIONS****2004 ASPHALT RESURFACING OF LOCAL ROAD PAVEMENTS****TOWN OF AMHERSTBURG****CONTRACT PWD-RD-04-023****1 SCOPE OF WORK**

- a) Asphalt Pavement - The work in this contract involves the supply, placement and compaction of HL4 and HL3 asphalt pavement over the existing pavement, at the location and to the thickness detailed on the Form of Tender.

The Contractor shall note that the existing pavement may have some minor defects (ie. potholes, depressions, rutting, etc.) that must be filled with asphalt and compacted prior to placement of the new surface asphalt.

- b) Centreline Marking - The Contractor shall include for spot marking the centreline sufficiently for a distance of 200 feet of each intersection in his price for supplying and placing asphalt paving.

**2.0 LOCATION OF WORK**

The location of the work is shown on the Location Map included in the Contract Documents booklet.

Generally, the work is to commence at the southern limit of the County Road 18 road surface and extend southerly along the 4<sup>th</sup> Concession Road South to the northern limit of the County Road 20 road surface.

**3.0 MATERIALS**

The Contractor shall supply all materials as indicated in the Form of Tender and in accordance with these specifications.

**4.0 MEASUREMENTS FOR PAYMENT**

The Contractor will be required to supply delivery tickets for both the base course and surface course asphalt. Only materials delivered to the site and substantiated at the site will be included for payment.

**5.0 MEASUREMENTS FOR PAYMENT**

Payment shall be made at the unit price or lump sum price as indicated in the Form of Tender and shall be compensation in full for all labour, equipment and material required to carry out this work.

**6.0 TRAFFIC CONTROL**

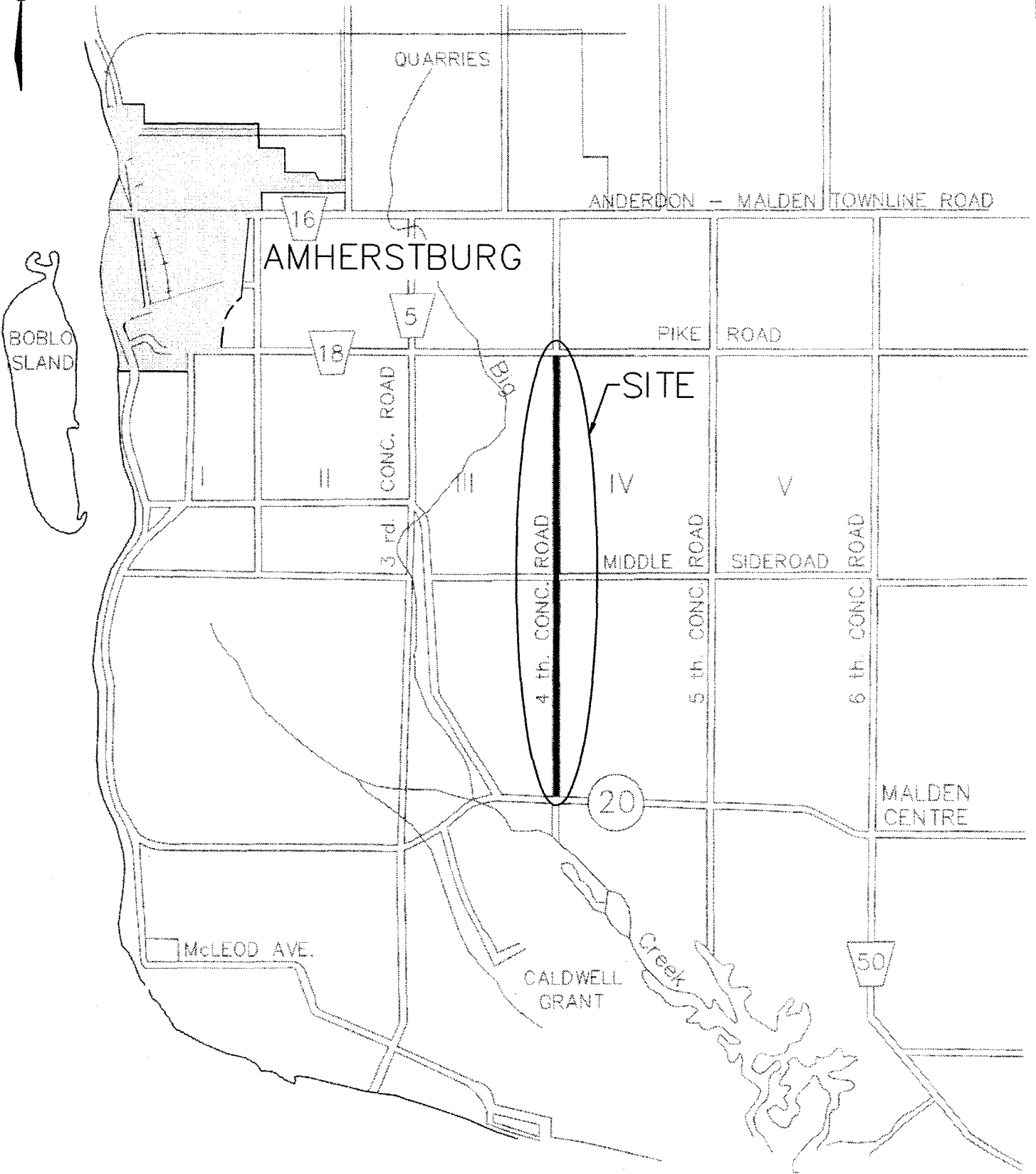
The Contractor will be solely responsible for controlling traffic on the project. Traffic shall be controlled in accordance with the Ontario Traffic Manual (Temporary Conditions Book 7) as published by the Ministry of Transportation and as required by the Owner and Engineer. All costs associated with traffic control shall be included in the cost for the Tender items.

**7.0 DAMAGE TO BOULEVARDS AND PAVEMENTS**

The Contractor will be required to make good, at his own expense, all damage done to the roadways, curbs or pavements while the work is in progress (as directed by Owner/Engineer).



# **WORK LOCATION MAP**



**2004 ASPHALT RESURFACING**  
**TOWN OF AMHERSTBURG**

REVISED AUGUST 25, 2004

**LEGEND**  
 — LOCATION OF WORKS



PUBLIC WORKS  
DEPARTMENT