



CONTRACT 2019-02

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH-WEST OXFORD
REQUEST FOR TENDER (RFT)**

**DODGE LINE, ROBINSON ROAD
KARN ROAD**

**ASPHALT RESURFACING
SHOULDERING & PULVERIZING**

**Corporation of the Township of South – West Oxford
Contract # 2019-02
Asphalt Request for Tender**

**CONTRACT DOCUMENTS FOR
CONTRACT #2019-01**

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BID CLOSING

Sealed tenders, plainly marked, will be received up to **11:00 AM local time on Tuesday, March 26th 2019**, at the Township Office, 312915 Dereham Line, Dereham Centre, Ontario N0J 1N0

**Corporation of the Township of South – West Oxford
Contract # 2019-02
Asphalt Request for Tender**

AGREEMENT

THIS AGREEMENT MADE in duplicate this _____ day of _____, 2019

BETWEEN

Hereinafter called the “Contractor” of the First Part

AND

The Corporation of the Township of South-West Oxford
Hereinafter called the “Corporation” of the Second Part

WITNESSETH that the Party of the First Part, for and in consideration of the payment or payments specified in the tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and to the satisfaction of the Public Works Superintendent of the Corporation, to do all the work as described hereafter, furnish all materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications, and tender therefore, all of which are to be read herewith and form part of this present agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

The work to be done is hot mix resurfacing, applying and compacting shoulder gravel and pulverizing of the sections of roads as outlined in the Asphalt Tender Documents.

The Contract to be known as the Township of South-West Oxford 2019-01

The Contractor agrees to do the work as and when directed to be done by the Public Works Superintendent and to complete the same on or before October 1st, 2019 unless otherwise directed by the Public Works Superintendent.

The Contractor further agrees to pay to the Party of the Second Part Two Hundred Dollars (\$200.00) per day as liquidated damages for every day beyond the expiration of the date of completion stated herein.

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AGREEMENT (continued)**

The Contractor agrees that such monies may be deducted from any monies due on the expiry date or to grow due to the Contractor from the operations under this agreement.

Throughout this Contract, the term “Engineer” shall be synonymous with Public Works Superintendent.

IN CONSIDERATION WHEREOF said Party of the Second Part agrees to pay to the Contractor for all work done in the manner provided by the specifications of this contract the unit prices on the tender.

WITNESS the Hand and Seal of the Contractor and witness the Corporate Seal of the Township of South-West Oxford under the hands of its proper officers in that behalf.

**CORPORATE SEAL IF
INCORPORATED**

Witness as to Signature of Contractor

Address

Signed: _____

Name of Bidder: _____

Signed: _____

Title: _____

Second Signing Officer
(if required to bind the Corporation)

Council for the **TOWNSHIP OF SOUTH-WEST OXFORD**

Hereby accepts this Document as submitted, as confirmed by resolution of its Council.

Dated this _____ day of _____, 2019.

CORPORATE SEAL

Mayor - David Mayberry

Clerk – Julie Forth

**Corporation of the Township of South – West Oxford
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INFORMATION TO BIDDERS

JOB DESCRIPTION:

PULVERIZING

This item shall include the pulverizing of all the existing bituminous pavement and granular material to a depth of 127 mm (5") for a width of 7 meters.

The pulverizing shall be carried out with a Township approved mechanical pulverizer such as a CMI RS 650 or Township approved, equivalent, self-propelled machine with adequate power to carry out the work. During this procedure the Township will be in charge of all signage and traffic control, grading, and compacting and dust control.

ASPHALT PLACEMENT

If requested by the Works Superintendent a Mobile Transfer Vehicle (MTV) unit will be used during all applications of Asphalt placement at no added cost to the Township.

The surface of the processed material shall be graded, shaped, and compacted by the Township's Works Department as necessary to produce the required cross-section of the surface in accordance with Ontario Provincial Standard Specification (OPSS) 301.

During the Asphalt Placement, the contractor will be responsible and will provide all traffic control. Handwork will be required at intersections and driveways. This work will be part of the complete job. All joints in the asphalt shall be a smooth transition after being compacted. If not, then it will be at the contractor's expense to cut, remove and relay, or to plane smooth. This work will be at the Municipality's discretion.

COMMENCEMENT AND COMPLETION

The Contractor shall start work on this project within twenty (20) days of signing the Contract Agreement, or as directed by the Public Works Superintendent. The project shall be completed by October 1st, 2019.

EXPERIENCE AND ABILITY OF BIDDERS

The bidder shall furnish in the space provided in the Form of Tender details of his previous related experience. The Bidder shall give in the Form of Tender the name and address of each proposed sub-contractor used in making up the bid stating the portion of work allocated to each.

After the tender has been accepted by the Township, the Contractor shall not be allowed to substitute other sub-contractors in place of those named, without written approval from the Township's Public Works Superintendent.

Awarding of this Contract will be subject to the Township being satisfied that the Contractor's Plan and Equipment is capable of producing sufficient material in order to complete the Contract by due date.

BIDDER DOCUMENTS

Bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

All blanks must be legible and properly filled in on the printed forms supplied for the purpose, otherwise,

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the tender may be declared informal. Should any uncertainty arise as to the proper manner of doing so, the requisite information will, upon request, be given by the Township's Public Works Superintendent.

The Township reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the Township to do so.

MEASUREMENT FOR PAYMENT

Measurement for payment shall be as indicated in the Schedule of Items and Prices and Page 14 of this document. When referring to tons, we are referring to metric tonnes.

HARMONIZED SALES TAX

H.S.T. shall be included in the tender price and shown separately. Where material is supplied by the Contractor and for which the Township is exempt, the Contractor will be responsible for obtaining a rebate of the sales tax paid.

Township Purchasing Policy

The bid process is being carried out as outlined in the Township's purchasing policy. A copy of the policy is available on the Township website or can be requested by contacting Township Treasurer Diane Larder at dlarder@swox.org

BIDDING CLOSING DATE

Sealed bids will be accepted no later than 11:00 a.m. (Local time) on Tuesday, March 26, 2019 at the Municipal Office located at 312915 Dereham Line, R.R. #1 Mount Elgin, ON.

Sealed bids, plainly marked as to contents, and addressed to:

The Mayor and Members of Council
Mr. Bill Freeman, Public Works Superintendent
Township of South-West Oxford
312915 Dereham Line, RR#1
Mount Elgin, ON N0J 1N0
bfreeman@swox.org

Any and all bids received after the indicated closing date and time will **not** be accepted and will remain unopened.

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SPECIAL PROVISIONS OF THE SPECIFICATONS

GENERAL SUPPLY AND PLACE HL4 HOT MIX ASPHALT

Ontario Provincial standard specifications shall apply and be part of the Contract.

See OPSS #310 with the following exception

- The vibrating screed on the paver must be adjustable to suit the width being paved where the width is greater than 3 meters.
- Joints in each layer shall be staggered to eliminate any two joints occurring within 0.3m.
- The asphalt spreader must be equipped with automatic grade and cross fall controls

ASPHALT CEMENT PAYMENT ADJUSTMENT

The Township will make a payment adjustment for items that relate to hot mix relative to the price changes in asphalt cement in accordance with M.T.O. index price for asphalt cement and the formula shown below. The Contractor shall forward to the Township a copy of the price index for the asphalt cement as published for each of the adjustment dates necessary.

The bid price per tonne is to reflect the asphalt cement price index on February 28th, 2019. A variation on the M.T.O. published price index (PI) will result in a direct payment adjustment to the contract prices for the items previously listed using the formulas below.

SPECIAL PROVISIONS OF THE SPECIFICATIONS

For each item that is eligible for payment adjustment, the price will be established on the first day of work for that item and will remain constant for the duration of that item. The asphalt content is established being the lesser of the job mix formula or the actual asphalt content measured through testing where the asphalt content is more than 0.3% below the job mix formula.

| | |
|---------------------------|---|
| Adjusted Payment Price | = Tender Price – (PI 02/28/19 – PI Start Date of Each Job) x AC |
| where AC | = asphalt cement content in kg/kg |
| PI (02/28/19) | = price index on February 28th, 2019 |
| PI Start Date of Each Job | = price index at the start date of each job |

This adjusted payment price includes all taxes except HST.

STORAGE YARD

It is the responsibility of the Contractor to arrange a suitable storage yard for his materials and equipment at or near the construction site.

REGULATION OF PITS AND QUARRIES

Bill 120, an Act to Regulate Pits and Quarries and to provide for their rehabilitation is now in effect and shall be applicable in such parts of Ontario as the Lieutenant Governor shall from time to time designate by Regulations.

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All cost related to this specification will be deemed to have been included in the appropriate tender items and no separate payment will be made therefore.

PROPERTY OWNERS' RELEASE OF PIT AREAS AND WASTE DISPOSAL AREAS ON PRIVATELY OWNED AND MUNICIPALLY OWNED LANDS

In accordance with the Conditions set out in Subsection 106-1 of the General Conditions of the Contract, the Corporation may, without further notice, withhold payment of monies due the Contractor until the Contractor shall have provided the Public Works Superintendent with a copy of a release signed by the owner of each pit or waste disposal area used by the Contractor.

SPECIAL PROVISIONS FOR LIQUIDATED DAMAGES

(a) Time

Time shall be the essence of this agreement.

(b) Progress Of The Work and Time for Completion

The Contractor shall complete this Contract in its entirety by the "Date of Completions" specified in the Information to Bidders.

If this time limit is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

If the Contractor is delayed in the completion of the work –

- (i) by reason of changes or alterations;
- (ii) by reason of any breach of contract or prevention by the Corporation, or other contractor of the Corporation or any employee of any one of them;
- (iii) by reason of delay by the Corporation in issuing instructions or information or in delivering materials;
- (iv) by any other act of neglect of the Corporation or any other contractor of the Corporation or any employee of any one of them;
- (v) for any cause beyond the reasonable control of the contractor;
- (vi) by acts of God, or of the public enemy, Acts of the Province or of any Foreign State, fire, floods, epidemics, quarantine restrictions, embargoes, or delays of sub-contractors due to such cases, the time of completion may be extended in writing at any time on such terms and for such period as shall be determined by the Corporation, and notwithstanding such extensions, time shall continue to be deemed of the essence of this contract.

An application by the Contractor for an extension of time as herein provided shall be made to the Corporation in writing at least fifteen (15) days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the Corporation by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension

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of time granted and the Contractor shall furnish the Corporation with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Corporation whatsoever under this Contract, and all of such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work and whenever in this Contract power and authority is given to the Corporation or the Public Works Superintendent or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limit in this Contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Public Works Superintendent.

(c) Liquidated Damages

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified aforementioned damage will be sustained by the Corporation, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Corporation the sum of TWO HUNDRED DOLLARS (\$200.00) per day for liquidated damages for each and every calendar's delay in finishing the work beyond the date of completion prescribed and it is agreed that this amount is an estimate of actual damage to the Corporation which will accrue during the period in excess of the prescribed date of completion.

TESTING OF MATERIALS

a) The Public Works Superintendent may require documentary evidence to the effect that Materials supplied by the Contractor comply with the terms of the Specifications. Such evidence must be in the form of a certified copy of laboratory report from a recognised testing company chosen by the Public Works Superintendent and no costs in connections with these tests shall be borne by the Corporation. Testing may include; but is not limited to:

Plant Inspection

1. Sample test of granular going into mix.
2. Sample test of AC grade going into mix.
3. Copies provided to the Township of the AC ticket from the Supplier (from the Truck when delivered).
4. Copies provided to the Township of the weigh scale calibration records.
5. Automated daily print outs of material used each day showing that the asphalt is produced for South-West Oxford Township Roads.
6. Contractor to inform the selected testing company when they will be batching asphalt for the Township jobs so testing inspector can observe from the plant tower that the proper ingredients are in the mix, including:
 - a) Making sure the HL4 mix is virgin and the rap conveyor is not running.
 - b) Making sure the liquid AC is coming from the proper holding tank that was tested.
 - c) Making sure that if batched and sent to storage silo that when loaded and trucked, that the witnessed mix is coming from the right silo.

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Field Testing

1. Two (2) on site plate samples will be taken from all jobs for Marshall Testing at the inspector's preference.
2. Samples also to be taken periodically to test for AC Grade.
3. On site compaction tests will also be completed.

Failure to comply with any of the above material testing and plant inspection will result in rejecting all material and will not be applied to the jobs.

(THERE WILL BE NO RECYCLED MATERIAL USED IN THE HL4 ASPHALT MIX)

- b) Where a product name is mentioned in these Specifications, the Contractor may use an alternative or substitute product, provided that such product is proven to meet the terms of the Specification as outlined in (a) above

WEIGHING

The Contractor is advised of the requirements of the Highway Traffic Act with respect to Vehicle Licensing and Loading Restrictions. It will be the truck drivers' sole responsibility should he decide to haul in excess of this figure (being the Licensed Capacity).

The Townships will pay for all materials received and accepted on the job site under this Contract.

TENDER FOR CONTRACT #2019-02

To the Mayor and Members of Council:

I/We _____ having carefully examined the site of the proposed work as well as all the related Contract Documents, hereby tender and offer to enter into a Contract to supply and do all that is set out or called for in the Contract Documents, on the terms and conditions set out or called for in the Contract Documents for the Total Contract Price of:
_____ Dollars (\$ _____) + HST

The aforesaid sum is made up as shown in the following Schedule of Items and Prices

I/We further agree to any additions or deductions in the extent of the work at the unit prices above mentioned within the area specified as may be deemed advisable by the Corporation and the Public Works Superintendent

I/We further agree to supply a performance bond to the Township in the amount of 50% of the value of the contract.

If this tender is accepted and the Contract awarded to
(Company name) _____

I/We hereby agree to execute an Agreement in duplicate.

It is further agreed that the Contractor will begin work within twenty (20) days of signing the Contract or as agreed with the Public Works Superintendent, and will, subject to liquidated damages, complete the necessary work within the time limits specified.

GENERAL

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1. Robinson Road from Five points Line east 3.1 kilometres (approximately 3.1 km with 6.7 metre width) centre line markings are to be applied for future line striping.
 - (a) Place 50 mm. (2") of HL # 4 – (approximately 3,100 tonnes)
 - (b) Place and compact (approximately 1550 tonnes of gravel) with shoulder spreader.
 - (c) Pulverize approximately 20,770 m²

2. Karn Road from Foldens Line east 3.6 km (approximately 3.6 km with 6.7 metre width) centre line markings are to be applied for future line striping.
 - (a) Place 50 mm (2") of HL #4 – (approximately 3,600 tonnes)
 - (b) Place and compact (approximately 1,800 tonnes of gravel) with shoulder spreader.
 - (c) Pulverize approximately 24,120 m²

3. Dodge Line from Rivers Road south to Cedar Line, approximately 2 km 6.7 metres width.
 - (a) Place 50 mm(2") of HL#4 – (approximately 2000 tonne)
 - (b) Place and compact (approximately 1000 tonnes of gravel) with shoulder spreader.
 - (c) Pulverize approximately 13,400 m²

The Township will prepare and final grade roads for asphalt paving after pulverizing has been completed.

CONTRACT AGREEMENT

The successful bidder will be required to enter into an agreement with the Township. This agreement stipulates that liquidated damages will be charged to the Contractor for each and every day beyond the specified date of completion that this project is not completed and accepted by the Public Works Superintendent, except for written agreed changes by the Public Works Superintendent.

CERTIFIED BID DEPOSITS

Each bidder will provide a certified bid deposit cheque with their tender in the amount of \$50,000.00. as directed by the Works Superintendent.

Prior to the release of the final payment certificate and the bid deposit, the Contractor shall sign an affidavit confirming that all subcontractors and suppliers associated with the Contract have been paid in full.

PERFORMANCE SECURITY

Performance security is a guarantee of the full completion of all work as required in the bid document. Acceptable formats for performance security include: Agreement to Bond; Performance Bond; Labour and Materials Bond; Irrevocable Letter of Credit; and Certified Cheque.

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Performance Bond and Labour and Material Bond are required for all construction projects exceeding \$100,000.00 and for a minimum of 50% of the bid amount.

The successful bidder shall provide performance security. All performance security must be in **ORIGINAL FORM**, signed and sealed as applicable. **No fax or photocopies will be accepted.**

INSURANCE

The successful bidder shall maintain and pay for Comprehensive General Liability Insurance. The coverage shall include premises and all operations liability to be performed by the bidder, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

In addition, the successful bidder shall carry Professional Errors and Omissions Liability Insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

The Insurance Policies shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township. Bidders shall clearly identify in their proposal the insurance requirements as outlined above. The bidder will be entirely responsible for the cost of any deductible that is maintained in any insurance document.

Health & Safety

Upon successfully obtaining the bid; completion of Township of South-West Oxford Health & Safety Procedure #25 – “Contractor’s Responsibilities & Duties – Tendered”, available on our website www.swox.org under tenders is mandatory.

INDEMNIFICATION

The bidder will indemnify and save harmless the Township, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the Township and against all losses, liability, judgments, claims, costs, demands or expenses which the Township may sustain, suffer, or be put to resulting from or arising out of the bidder’s failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the bidder.

Without limiting the generality of the foregoing, the bidder hereby agrees to well and truly save, keep harmless and fully indemnify the Township, its employees, agents, successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Township, its successors and assigns, for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda, or computer software furnished by the bidder in the performance of this contract.

CLAIMS AND COSTS

All costs and expenses incurred by the bidder relating to the proposal submission and any negotiations with the Township will be borne by the bidder. The Township is not liable to pay such costs or expenses or reimburse or compensate bidder under any circumstances, including the rejection of any or all other

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proposals. The Township will not accept responsibility for any delays or costs associated with any review or the approval process. No bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposal and by submitting a proposal, the bidder shall be deemed to have agreed that it has no claim. The bidder hereby releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request for Proposal.

NON-ASSIGNMENT

It is mutually agreed and understood that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of their engagement or their right, title or interest therein, or their power to execute the engagement, to any other person, firm, consultant or corporation without the previous written consent of the Township.

PERFORMANCE EVALUATION

On completion of the project, the Work's Superintendent shall complete a performance evaluation of the work completed.

The performance evaluation shall determine whether the vendor, contractor or consultant will:

- i) Be allowed to renew a contract with the Township;
- ii) Be placed on a probationary list for a minimum of two (2) years during which time they shall be permitted to bid or propose work for the Township with the understanding that the work be closely monitored; or
- iii) Be prohibited from bidding on any contracts with the Township during a three (3) year period, followed by a one (1) year probationary period after reinstatement as per Section 23 of the Township Purchasing Policy (By-Law 56-2015)

The Township reserves the right to conduct performance evaluations at any time that it feels the need is warranted.

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SCHEDULE OF ITEMS AND PRICES

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------|--|----------------|-----------------|--------------------|--------------|
| 1(a) | Supply, mix, haul, spread and compact Hot Mix HL # 4 | Tonnes | 3,100 | _____ | _____ |
| (b) | Supply, haul, spread and compact A Gravel on shoulders | Tonnes | 1,550 | _____ | _____ |
| (c) | Pulverize | m ² | 20,770 | _____ | _____ |
| 2(a) | Supply, mix, haul, spread and compact Hot Mix HL # 4 | Tonnes | 3,600 | _____ | _____ |
| (b) | Supply, haul, spread and compact A Gravel on shoulders | Tonnes | 1,800 | _____ | _____ |
| (c) | Pulverize | m ² | 24,120 | _____ | _____ |
| 3(a) | Supply, mix, haul, spread and Compact Hot Mix HL #4 | Tonnes | 2000 | _____ | _____ |
| (b) | Supply, haul, spread and Compact A Gravel on shoulders | Tonnes | 1000 | _____ | _____ |
| (c) | Pulverize | m ² | 13400 | _____ | _____ |
| | | | | H.S.T. | _____ |
| | | | | GRAND TOTAL | _____ |

ADDRESS _____

DATE _____

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SIGNATURE _____

WITNESS _____

LIST OF SUB-CONTRACTORS

The bidder shall list the names and trades of all Sub-Contractors who he proposes to use under this Contract, frailer to do so the Contractor will be disqualified from the Tender.

| <u>Sub-Contractor</u> | <u>Address</u> | <u>Trade</u> |
|-----------------------|----------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

It is understood by the Bidder that the above list of Sub-Contractors is complete and that no addition to this list will be permitted after closing date of tenders.

PREVIOUS EXPERIENCE

The following is a list of projects of a size and nature comparable with the Contract which have been successfully completed by us.

| <u>Location</u> | <u>Type</u> | <u>Owner</u> | <u>Amount</u> | <u>Year</u> |
|-----------------|-------------|--------------|---------------|-------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

EQUIPMENT

The following is a list of equipment intended for use under this Contract.

| |
|-------|
| _____ |
| _____ |
| _____ |

SUPERVISORY STAFF

If this Contract is awarded to us, we intend to employ _____
as the job superintendent.



**TOWNSHIP OF
SOUTH – WEST OXFORD
HEALTH AND SAFETY**

| | | |
|---|-------------------|---------------|
| SUBJECT: Contractor's Responsibilities & Duties - Tenders & RFP's | Procedure No.: 25 | Page 16 of 25 |
|---|-------------------|---------------|

CONTRACTORS

PURPOSE:

1. To ensure that safety rules and regulations are followed.
2. To ensure the safety of employees.
3. To safeguard the assets of the Township.

APPLICATIONS AND PROCEDURES:

Prior to signing an agreement with an outside contractor, the representative of Township will:

1. Ensure that documents on “Contractors Safety Practices” have been reviewed and signed.
2. Contractors are expected to know, understand and carry out their safety responsibility while at all Township facilities as indicated by signature on the “Contractors Safety Practices” document.
3. Receive a copy of the Certificate of Insurance (Liability Coverage) and/or the W.S.I.B. Clearance Certificate from the Contractor

GENERAL REQUIREMENTS

1. All contractors in each trade must show proof of good standing according to the Workplace Safety and Insurance Act of Ontario.
2. No work shall commence on Township property until the contractor and the department initiating the order has signed a “Township General Safety Work Permit”. The contractor will attend a meeting before starting work.
3. The contractor must notify the department manager/supervisor before any work is started and clearance is obtained.
4. Contractors’ employees must not go into any other area than that where they are working. Workers using the lunch room and toilet facilities must remain in the marked aisles and take the most direct route.
5. Contractor’s employees are not allowed on the premises of The Township, under the influence of alcohol or incapacitating drugs or medication, nor are such substances to be brought onto the premises.

| | | | | |
|--------------|------|------------------------------|-----------------------------|-------------------------------|
| Approved By: | JHSC | REVIEW DATE: May 10, 2012 | ISSUE DATE: June 6, 2006 | REVISION DATE May 30, 2007 |
|--------------|------|------------------------------|-----------------------------|-------------------------------|



**TOWNSHIP OF
SOUTH – WEST OXFORD
HEALTH AND SAFETY**

| | | |
|--|----------------------|---------------------|
| SUBJECT: Contractor's Responsibilities & Duties - Tenders & RFP's | Procedure No.: 25 | Page 17 of 25 |
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6. Contractors' employees must not ride in, or on any material handling equipment unless a specific request has been submitted and approved by appropriate The Township management.
7. All Township regulatory signs must be observed and adhered to, as well as specific direction given by Township personnel.
8. Tools and material must not be left overhead at any time. Frequent thorough inspections must be carried out and documented to prevent the hazard of falling objects.
9. Personnel must always be on the alert for the movement of lift trucks.
10. Under no circumstances are contractors to use a designated substance as defined by Ontario Ministry of Labour without the prior written consent of the Township.
11. All equipment used must have appropriate guarding.
12. In case of a fire or any emergency contact a Township Manager/Supervisor.
13. All electrically powered tools and equipment must be adequately grounded, as per CSA standards.

At no time is the contractor to sub-contact any work without the written permission of the Employer. Should this occur without the written permission of the Employer, the contract may be cancelled or a financial penalty applied.

HOT WORK REQUIREMENTS:

1. Contractors are to provide their own "Fire Watch" personnel during all welding, burning process. At least (2) 10 lb. ABC Dry Chemical Extinguishers and a fire blanket must be made available in the immediate area where such process is taking place.
2. Oxygen, acetylene or other similar types of cylinders are not to be left free standing. They must be kept in upright position and chained or leashed to prevent upsetting. Caps must be in place when cylinders are not in actual use. When the cylinders not attached to the gauges a firewall or at least 25 feet must separate acetylene and oxygen
3. During and after welding or cutting operations, a close watch for fire must be observed. The area shall not be vacated until all sparks or smouldering material has been extinguished. All combustible material must be removed from the welding or burning area or covered with fire blankets.
4. Roofing contractors will provide a minimum of (1) 20-lb. dry chemical extinguisher at the tar pot location and (1) 20 lb. dry chemical extinguisher at the site of application.

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- Tar pots must not be located within 10 feet of any building or combustible material.
5. Access to all locations of the Township must be maintained for emergency vehicles.

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LOCKOUT REQUIREMENTS:

1. Contractors must notify Manager/Supervisor of equipment requiring isolation.
2. Before any work is performed, all sources of energy, and/or motions (including, but not necessarily limited to, electrical, mechanical, steam, gas, air hydraulic, etc.) must be made safe and locked out by contractors.
3. The standard method of isolating equipment against operation shall be a tag and padlock by the contractor and company personnel.
4. All locks must be identified with the name of the lock owner, and that of his firm and date and time of the lock being installed.

PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

1. Contractors will supply their own protective breathing apparatus where required, and ensure that their employees are trained in such equipment.
2. All contractors' employees must wear CSA approved; (Green Patched) safety footwear and appropriate eye protection must be worn. Hard Hats are to be worn according to the work being performed.
3. Where a workman is working 3 meters or more above floor surface, approved safety lines and harnesses must be used, and/or approved secured platform which would prevent one from accidentally falling.
4. Proper personal protective equipment depends upon the nature of the exposure. This may range from chemical eye and face protection, gloves and safety footwear, to complete body covering. If there is the potential of exposure to a toxic substance or a lack of oxygen, appropriate fresh air breathing apparatus shall be provided and used by competent trained employees.

SERVICES:

1. If it is necessary to disrupt any services for construction or installation purposes, prior notice must be given to the Township Manager/Supervisor.
2. Qualified workmen must make connections to and disconnection of Township services.

OVERHEAD CRANES AND CRANE RUNWAYS & HOISTS:

1. Under no circumstances is anyone permitted to work or walk on a crane or crane runway, or work in the path of a crane cab, until effective procedures have been established between the contractor and Township personnel for isolation and lock out.
2. Do not, under any circumstances, walk or stand under a suspended load whether moving or stationary.

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TRAFFIC:

1. All vehicles must be driven with caution and posted signs observed.
2. Trucks, cars or other vehicles are not permitted in existing Township buildings, except for loading or unloading. Private cars must be parked in the appropriate areas unless specific approval has been received the Dept. Head/Supervisor. All vehicles operating on Township property must have lights turned on.
3. Trucks and other vehicles must not be allowed to stand with engine running while in any building or near any entrance to the facility.
4. Mobile cranes and their operators must be licensed as required under provincial legislation.

HOUSEKEEPING:

1. Aisles, walkways and doorways must be kept clear at all times.
2. Contractors are required to maintain working areas in a reasonably clean and tidy condition. Nails in lumber must be removed or clinched. Material must be piled or stacked. The worksite must be cleaned up daily. On completion of the work, the worksite must be cleaned to the satisfaction of Township Manager/Supervisor.
3. Unless specific arrangements to the contrary are made, contractors are expected to arrange for removal of their own refuse.

HAZARDOUS MATERIALS:

1. All contractors and their employees shall handle potential hazardous material in a manner so as not to cause injury or overexposure. Contractor's employees must be informed on the safe handling procedures of materials with which they will be working.
2. Hazardous material must be handled according to the Federal Department of Labour and the Provincial Ministry of Environment guidelines.

Communication:

The responsibilities for Health & Safety will be communicated by Manager/Supervisor through issuing of this program to all contractor(s). This is to be issued yearly to all contractors that are expected to do work for the Township during the year.

Training:

Training is the responsibility of the individual contractor(s).

Evaluation:

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The program may be evaluated through Health and Safety quizzes conducted periodically on the employees of the contractor (s).

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CONTRACTOR'S GENERAL SAFETY WORK PERMIT

| | |
|--|----------|
| Contractor: | Address: |
| Representative | Phone #: |
| Contractor Certificate of Insurance Received? Yes: _____ No: _____ | |
| Scope of Work: _____ | |

At no time is the contractor to sub-contact any work without the written permission of the employer – should this occur without the written permission of the Employer the contract may be cancelled or a financial penalty will be applied.

The documentation has been forwarded to the contractor representatives. The contractor has reviewed the safety requirements and agrees to abide by the conditions. The contractor has confirmed that their employees have been instructed in compliance to "The Occupational Health And Safety Act" and its regulations, specific codes applicable to their work, and the safety regulations of **the Township** will be complied with by their employees and supervisory staff. (It is the sole responsibility of the contractor to ensure compliance of these requirements. Attached is a copy of certificate of insurance (\$2,000,000.00/\$5,000,000.00 liability insurance and/or the W.S.I.B. certificate of clearance.).

Contractor Representative Signature

DATE SIGNED: _____ Work Start Date: _____

**FAILURE TO COMPLY WITH THESE REQUIREMENTS BY THE CONTRACTORS EMPLOYEES WILL LEAD TO THE EMPLOYEE (S) BEING REQUIRED TO LEAVE THE PREMISES.
FAILURE TO ABIDE BY THIS AGREEMENT COULD LEAD TO IMMEDIATE**

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**SUSPENSION OF THE CONTRACT OR A FINANCIAL PENALTY BEING
APPLIED.**

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Contractors – Tenders

Project Name: _____

Occupational Health & Safety Regulations

The Contractor hereby agrees to abide by the Occupational Health and Safety Act and its applicable Regulations and demonstrate the establishment and maintenance of a health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation, as well as the Township's health & safety policy and procedures and to be held accountable for his/her health and safety performance. The contractor further agrees to provide all the required WSIB clearance certificates and ensure the workers in their employment are aware of the hazardous substances that may be in use at a workplace and wear the appropriate personal protective equipment required for the area. Failure to do so will result in immediate stoppage of work until the problem is rectified to the satisfaction of the Township and/or Ministry of Labour. The Contractor shall be responsible for supplying all protective equipment, securing necessary signage, locates and site specific precautions required by the Act and regulations thereto to carry out the required work.

The Contractor shall indemnify and hold harmless the Township of South – West Oxford for all fines and legal fees resulting from his/her activities which are in contravention of the Act. This shall include any fines against the municipality and legal fees defending those fines which are imposed as a result of the Contractors' activities.

The Corporation may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Corporation.

Traffic Provision and Control (if applicable)

The Contractor shall, at his/her own expense, develop in writing and implement a traffic protection plan, erect and maintain signs, barricades and lights as required, to ensure safety to the workers and to the public and the smooth flow of traffic at the Construction Site.

The Contractor to supply necessary signs and posts, and all lights and barricades required; also trained traffic control person(s), if required.

Company Name

Date

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Signature of Company Representative

Print Name

Form – A 103

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