



The Corporation of the Town of Orangeville

By-law Number 078 - 2016

A by-law to authorize an agreement with Powell Contracting Limited (Removal and Replacement of Noise Attenuation Fence)


Whereas the the Municipal Act, 2001, S.O. 2001, c.25, S.9 provides a municipality with the powers of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas Council deems it expedient to enter into an agreement to tender terms and conditions for Tender No. 11PW-16 with Powell Contracting Limited for the removal and replacement of noise attenuation fences;

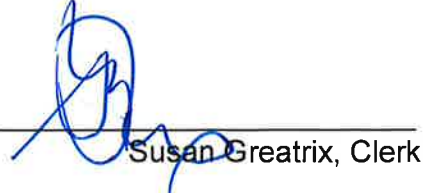
Be it therefore enacted by the municipal council of The Corporation of the Town of Orangeville as follows:

1. That the agreement to tender terms and conditions for Tender No. 11PW-16 between Powell Contracting Limited and The Corporation of the Town of Orangeville with respect to the removal and replacement of noise attenuation fences, in the same form as the agreement attached hereto as Schedule "A", is hereby approved.
2. That the Mayor and Clerk are hereby authorized to execute the said agreement and any other documents required to finalize the transaction on behalf of The Corporation of the Town of Orangeville and to affix the corporate seal thereto.

Passed in open Council this 18th day of July, 2016.



Jeremy D Williams, Mayor



Susan Greatrix, Clerk

Public Works Department

**Agreement to Tender Terms and Conditions for
Tender No. 11PW-16**

Between

**The Corporation of the Town of Orangeville
(hereinafter called the Town)**

and

**Powell Contracting Limited
(hereinafter called the Contractor)**

Whereas the Town has issued Tender No. 11PW-16 for Removal and Replacement of Noise Attenuation Fence which closed on July 11, 2016 and is attached hereto as Schedule "A";

And Whereas at its meeting of July 18, 2016, the Council of the Town passed a motion accepting the tender of the Contractor in accordance with its requirements of Tender No. 11PW-16;

Now Therefore the parties agree as follows:

1. The Town and the Contractor agree that the terms and conditions contained in the Tender attached hereto as Schedule "A" (the Tender), form part of this Agreement and are binding upon the parties, except as modified by this Agreement.
2. In the event of any discrepancy between the Tender and this Agreement, then this Agreement shall prevail.
3. The Contractor, and all employees, agents, contractors, or persons for whom it is responsible at law, shall comply with all applicable municipal, provincial and federal laws, regulations, by-laws and policies, and all policies and procedures of the Town.
4. In the event of any legislative or regulatory amendment that comes into effect during the term of this Agreement which materially affects its terms and conditions of this Agreement, the parties shall negotiate in good faith any new term that may be necessary and enter into a written amending agreement that shall be attached hereto.

Should the parties fail to reach an agreement on the revision of the terms of this Agreement as a result of a legislative or regulatory amendment, as may be necessary, the parties hereby agree to arbitration pursuant to the Arbitration Act (Ontario).

5. This Agreement, or any work required under this Agreement, shall not be assigned, transferred or sub-contracted by the Contractor, in whole or in part, without the written consent of the Town, provided that any consent to assign shall not relieve the Contractor from its obligations pursuant to this Agreement, or the liability to the Contractor therefrom.
6. The Contractor shall bear the risk and responsibility of any loss, damage or expense to the work or to itself of any nature and kind whatsoever, arising from strikes or labour disputes.
7. The Town's conduct, silence or inaction in enforcing an obligation of the Contractor, or exercising any of the Town's rights or remedies, does not amount to a waiver of that obligation, right or remedy.
8. This Agreement shall enure and be binding on the parties, and their respective successors and assigns.
9. Any notice required or permitted to be provided under this Agreement shall be in writing and shall be given by personal delivery or by registered mail postage prepaid and addressed to the intended recipient as follows, or to such other addresses as may be provided by notice:

The Corporation of the Town of Orangeville
87 Broadway
Orangeville, Ontario L9W 1K1
Attention: Director of Public Works

Powell Contracting Limited
180 Ram Forest Road
Gormley, ON L0H 1G0
Attention: William Powell

If any notice is sent by registered mail, postage prepaid, it shall be deemed to be received by the party to whom it was mailed on the fifth day following the day in which it was deposited into the federal post service unless the fifth day is a Saturday, Sunday or statutory holiday, in which case it shall be deemed to have been received on the following day not being a Saturday, Sunday or statutory holiday; if given by personal delivery, receipt of the notice shall be deemed to have been given on the day of actual delivery thereof.

10. Time shall be of the essence in this Agreement.

11. This Agreement shall be construed by, and governed in accordance with, the laws of the Province of Ontario.
12. In the event that any provision hereof may be void or unenforceable for any reason, such provision or provisions shall be considered severable from the remaining provisions, which shall continue in full force and effect.
13. In this Agreement, words imparting the singular number include the plural and vice versa and words imparting the masculine gender include the feminine and neuter genders.
14. This Agreement, and its schedules, shall constitute the entire Agreement between the parties hereto. There is no representation, warranty, collateral agreement or condition affecting this Agreement other than as expressed here in writing.

In witness whereof the parties hereto have executed the agreement by the hands of their duly authorized representatives.

**The Corporation of the Town of
Orangeville**

Powell Contracting Limited



Jeremy D Williams, Mayor

Name and Title

Jeremy Green P.Eng. V. P. Contracts

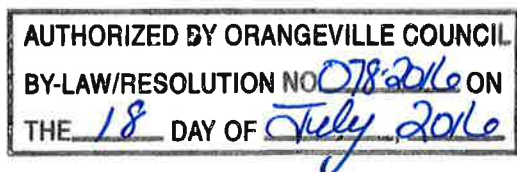


Susan Groatix, Clerk

Name and Title

We have authority to bind the Corporation.

We have authority to bind the Corporation.





Town of Orangeville
87 Broadway, Orangeville, ON L9W 1K1
Tel: 519-941-0440 Fax: 519-941-5303
Toll Free: 1-866-941-0440
www.orangeville.ca

Public Works Department

Douglas G. Jones, M.E.Sc., P.Eng.
Director of Public Works

Tender For
Removal and Replacement of Noise Attenuation Fence
No. 11PW-16

Tender:

Tenders for "Removal and Replacement of Noise Attenuation Fence" will be received at the Town of Orangeville Municipal Offices, Treasury Department, 87 Broadway, Orangeville Ontario L9W 1K1 until:

2:00 p.m. local time on Monday July 11, 2016

Tender forms are available from Public Works offices at 87 Broadway or on biddingo.com.
Tenders must be submitted in an envelope clearly marked as to its contents. Bidders shall be responsible for retaining a copy of the bid sheet for their own records.

The time tenders are received will be determined in accordance with the time clock adjacent to the front counter of the Treasury Office, Main Floor, 87 Broadway.

Each bidder is responsible for the actual delivery of its tender to the address and location listed above and tenders will not be considered unless actually received at that location prior to the closing time on the closing date regardless of whether the tenders have been given to couriers, delivery services, Canada Post or employees or agents of the Town.

Tenders received after the closing time on the closing date will not be considered and will be returned unopened to the sender. Responses submitted by fax or electronically will not be considered.

The lowest or any tender will not necessarily be accepted, and Council reserves the right to reject any or all tenders and to waive any formalities when reviewing the tenders.

Inquiries regarding the administration and or specifications of this tender of this tender should be directed to Tony Dulisse, CET, Engineering Technologist, at tdulisse@orangeville.ca or R. John Lackey, P.Eng, Manager of Operations and Development, at jlackey@orangeville.ca.

To be Returned with Tender

Agreement to Tender Terms and Conditions for Tender No. 11PW-16

This Tender Submitted By:

POWELL (RECOMMENDATION)
CONTRACTING LIMITED
 Firm Name or Individual
180 RAIN FOREST RD
GORMLEY, ON L0H1G0
 Address
(905) 727-2578
 Telephone Number
[Signature]
 Signature

To: The Mayor and Council of the Corporation of the Town of Orangeville

I/We, the undersigned declare that no person, firm or corporation other than the one whose signature or the signatures of whose proper officers has any interest in this tender or in the contract proposed to be taken.

I/We, declare that this bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that we have carefully examined the locality and site(s) of the proposed works and these tender documents and do hereby bid and offer to enter into a contract to do all of the work and to provide all of the works and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case, freight, duty, exchange and sales tax in effect on the date of acceptance of the bid and all other charges, on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore the sums calculated in accordance with the actual measured quantities and unit prices set forth in the Form of Tender attached hereto.

I/We, further declare that, if the bid is accepted by the Town of Orangeville, we will execute whatever reductions in the work, and/or additional work as required at the unit prices shown herein, in conformity and in all respects with the requirements of this tender, specifications, terms and conditions and form of agreement hereto annexed or to be annexed hereto.

I/We agree that this tender is irrevocable after the official closing time.

I/We, agree that additions and/or deductions from the said bid and/or contract, if any shall be made at the unit prices shown in the Form of Tender as herein contained.

I/We, agree that this offer is to continue open to acceptance until the formal contract is executed by the successful bidder for the said work or until sixty (60) days after the Tender Closing Date whichever first occurs, and that the Town may at any time within that period

(To be Returned with Tender)

Tender No. 11PW-16

**Removal and Replacement of Noise Attenuation Fence
Identification Sheet**

Power (Richmond Hill) Contracting Limited
Name of Firm or Individual

180 Ram Forest Road
Address

GORMLEY, ON
City, Town or Village

L0H 1G0
Postal Code

(905) 727-2578
Telephone Number

WILLIAM F. POWELL
Name of Person Signing for Firm

PRESIDENT
Office of Person Signing for Firm

Attach a business card if available.

This tender is for:

Removal and Replacement of Noise Attenuation Fence
The Corporation of the Town of Orangeville
Municipal Offices
87 Broadway
Orangeville, Ontario
L9W 1K1

**Quantity and Price Schedule
Tender No. 11PW-16**

Note: Contractor shall supply all labour, equipment, and materials in construction of the noise attenuation fencing, miscellaneous works and appurtenances as specified and as shown on the plans within this tender document and as set out in the Section Drawing and Details.

Item	Description	Quantity	Unit	Unit Price	Total
1	Remove and dispose of existing red cedar fence including all posts, fence boards, pillars, columns and concrete footings. Existing sound components suitable for re-use shall be salvaged and transported to the Town's Operation Centre at 500 C-line.		LS	\$2,000. ⁰⁰	\$2,000. ⁰⁰
2	Supply all labour, equipment and material to install Polyvinyl Chloride (PVC) homopolymer AIL systems sound barrier including fasteners, concrete footings, steel posts, etc. as specified in Section 2.	150	m	\$810. ³³	\$121,549. ⁵⁰
3	Remove and dispose of access fill and other material. Reinststate with topsoil and hydroseed.		LS	\$8,750. ⁰⁰	\$8,750. ⁰⁰

Total Items 1-3 inclusive- \$132,299.⁵⁰

HST (13%) \$17,198.⁹³

Total including HST \$149,498.⁴³

Quantity and Price Schedule
Tender No. 11PW-16
Contingency Item
Removal & Replacement with Existing Wood Components

Item	Description	Quantity	Unit	Unit Price	Total
1	Remove existing wood sound barriers components.	LS		\$1,500. ⁰⁰	\$1,500. ⁰⁰
2	Supply all labour, equipment and material to install approved wood sound barrier including fasteners, concrete footings, steel posts, etc. as specified.	25	m	\$1,017. ⁷⁵	\$25,443. ⁷⁵
3	Remove and dispose of access fill and other material. Reinstall with topsoil and hydroseed.	LS		\$5,000. ⁰⁰	\$5,000. ⁰⁰

Note: Contingency Item, Removal and Replacement of Noise Fence with existing wood sound barrier components shall only apply to finalize those sections of fence that require temporary closure and to finish end sections, ensuring the integrity of the fence system.

Summary:

General Specifications

List of Sub-Contractors

The Tenderer shall provide a complete list of sub-contractors to be used on this contract for the approval of the Director of Public Works or his authorized designate. Any changes to the approved list must be approved by the Director of Public Works or his authorized designate prior to any work taking place.

This Form must be returned with completed tender document.

[illegible]

(To be returned with tender)

Contractor's Experience Record

The Tenderer is required to supply the following information concerning all work done over the last two year period that is similar to the type of work and similar size of work to be done under this contract.

The Town reserves the right to contact any of the references listed or others that may be known to the Town. If the results are not favourable, the Town reserves the right to disqualify the contractor's bid from further consideration.

The contractor must be in business for a minimum of five years with experience in work as specified in this document and with similar size projects. Failure to have this experience will disqualify the contractor's bid from further consideration.

Completion Date of Contract	Name of Owner	Address of Owner	Phone Number	Description	Dollar Amount
2014	MTD	159 S.R. WILLIAM HEARST AVE DOWNSVIEW, ON M3M-1S8	(416) 235- 5462 GLAD WARNER	2013-2028 382m OF NOISE BARRIER WALL	\$900,000. ¹⁰
2012.	PEEL REGION	10 PEEL CENTRE DR BRAMPTON, ON L6T4B9	(416) 791- 7800 x 7862 NABIEL MATTIA	2012-395T SUPPLY AND INSTALLATION OF APPROX. 100m OF NOISE BARRIER WALL	\$150,000. ⁰⁰

This form must be supplied with completed tender. Bid may be considered non-compliant if experience requirement cannot be verified.

Proof of Liability Insurance will be accepted on this form or a form similar to the one below.
 If a facsimile has been transmitted, the original Certificate must follow.
 This is to certify that the policies of insurance as described below have been
 Issued by the undersigned to the Insured named below and are in force at this time.

Name of Insured Powell (Richmond Hill) Contracting Limited			Telephone Number: 905-727-2518		
Address of Insured 180 Ram Forest Road, Gormley, ON			City, Postal Code L0H 1G0		
Type of Insurance	Insurance Company	Policy Number	Effective (Yr./Mo./Day)	Expiry Date (Yr./Mo./Day)	Limits of Liability Bodily Injury & Property Damage - Inclusive
Commercial General Liability	Aviva Canada Inc.	81216284	2016/02/28	2017/02/28	\$1,000,000 Per Occurrence \$5,000,000 Aggregate
<input checked="" type="checkbox"/> Umbrella (excess of the Motor Vehicle Liability)	Royal & Sun Alliance Insurance Company of Canada	9135252	2016/02/28	2017/02/28	\$4,000,000 Per Occurrence \$19,000,000 Aggregate
<input type="checkbox"/> Excess					
<input type="checkbox"/> Other					

Commercial General Liability – Occurrence Basis, Including Personal Injury, Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability ☒ Yes ☐ No Limit \$ 100,000

Motor Vehicle Liability	Aviva Canada Inc.	41074720	2016/02/28	2017/02/28	Liability Limit \$1,000,000
Umbrella Liability (excess of the Motor Vehicle Liability)	Royal & Sun Alliance Insurance Company of Canada	9135252	2016/02/28	2017/02/28	\$1,000,000 Per Occurrence \$19,000,000 Aggregate


Motor Vehicle Liability must cover all vehicles owned, or operated by, or on behalf of the insured.

The Corporation of the Town of Orangeville has been added as an additional insured under the Commercial General Liability, but only with respect to the liability arising out of the operation of the Named Insured.

Should any of the above described policies be cancelled or materially changed so as to effect the coverage stated above, thirty (30) days prior written notice by mail (or notification in compliance with the Statutory Conditions of OAP 1, Jan. 2, 2007 ed.) will be given by the insurer(s) to:

The Corporation of the Town of Orangeville, Attention: Director of Public Works, 87 Broadway, Orangeville, Ontario L9W 1K1 Phone: 519-941-0440 Fax: 519-941-5303.

This certificate is executed and issued to the aforesaid Corporation of the Town of Orangeville, this day and date herein written below:

Date Year. Month. Day 2016/07/11	Name of Insurance Company (not broker) Aviva Canada Inc. (Commercial General Liability Insurance and Motor Vehicle Liability Insurance) Royal & Sun Alliance Insurance Company of Canada (Umbrella Liability Insurance)
Name of Insurance Broker HUB International Sinclair Cockburn 675 Cochrane Drive, Suite 200, East Tower Markham, ON L3R 0B8 Tel: 905-948-0700	Authorized Representative, Official By: 

This form must be completed and signed by your insurance broker.



Contractor Safety Agreement

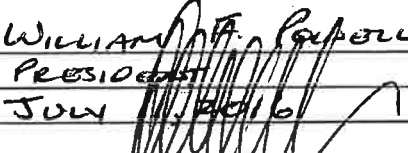
This agreement must be signed by the contractor or the contractor's safety representative to validate that the information has been received, understood, and agreed to prior to work commencing. The contractor must also supply a list of subcontractors (see below).

The original signed copy of this agreement will be kept in the department that has hired the contractor and a copy will be given to the contractor.

Company Information

Name of Company	POWELL (RICHMOND HILL) CONTRACTING LIMITED
Type of Business	CORPORATION
Address	180 Rm Forest Rd, Gormley, ON L0H1G0
Phone Number	(905) 727-2518
Fax Number	(905) 727-1229
E-mail Address	billjr@powell.ca

Contractor Representative Information

Name of Contractor Representative	WILLIAM J. POWELL
Title/Position	PRESIDENT
Date	JUN 14 2016
Signature	

List of Subcontractors Involved in this Project

ALL WORK BY OWN FORCES.

Signing this agreement indicates that the contractor has read the Town of Orangeville's Health and Safety Contractor Requirements Package and agrees with the terms, conditions within. Signing confirms that the information in the policy will be communicated by the signee to contractor and subcontractor employees who work on Town property. It is the responsibility of the contractor to ensure that all subcontractors comply with this policy while working on Town property.

A copy of this must be returned to the Town of Orangeville Representative.

Contractor's Health and Safety Checklist

The purpose of this document is to determine a contractor's intention to comply with the Town of Orangeville Health and Safety Contractor Requirements. It is the contractor's responsibility to know and follow all applicable procedures, legislation and regulations. **The contractor must submit the original copy of this document to the Town of Orangeville's contract representative.**

Contract/Contractor Information

Contractor Company Name	POWELL (RICHMOND HILL) CONTRACTING LIMITED
Contractor Phone Number	(905) 727-2518
On Site Cell Phone Number	(289) 237-8290
No. of Workers on Site (maximum)	8
Site Supervisor	KAUSTUBH SHERMA
Alternate	GREG ELLIS
Exact Location	HWY 9 WEST OF RICHMOND HILLS ON
Expected Start Date	AUGUST 29, 2016
Expected End Date	SEPTEMBER 26, 2016

In the Left Hand Box, Please Initial all the Requirements/Qualifications that you Satisfy

Contractor Qualifications/ Requirements	Contractor Responsibilities Proof of Procedures/training
<input checked="" type="checkbox"/>	Sign in and out procedures. <i>W</i>
<input checked="" type="checkbox"/>	Emergency procedures. <i>W</i>
<input checked="" type="checkbox"/>	Lock out and tag out. <i>W</i>
<input checked="" type="checkbox"/>	Fall protection. <i>W</i>
<input checked="" type="checkbox"/>	Scaffolding and ladders. <i>W</i>
<input checked="" type="checkbox"/>	Elevated work platforms. <i>W</i>
<input checked="" type="checkbox"/>	Use of Designated Substances. <i>W</i>
<input checked="" type="checkbox"/>	Excavation and Trenching. <i>W</i>
<input checked="" type="checkbox"/>	Traffic control. <i>W</i>
<input checked="" type="checkbox"/>	Confined Space. <i>W</i>
<input checked="" type="checkbox"/>	WHMIS program. <i>W</i>
<input checked="" type="checkbox"/>	Health and safety representative where applicable. <i>W</i>
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:

Contractor Qualifications/Requirements	Contractor Responsibilities Qualifications/Certificates
	Electricians
	Plumbers
	Refrigeration and Air Conditioning Mechanic
	Designated Substance Removal
<i>M.</i>	Other: <u>OPERATORS</u>

****The sections below are mandatory and must be all initialed****

Contractor Requirements	Contractor Responsibilities Due Diligence
<i>M.</i>	To provide WSIB clearance certificate prior to start of work with the Town and remain in good standing
<i>M.</i>	To provide a copy of your health and safety policy and program.
<i>M.</i>	To provide proof of liability insurance with the Town named as additionally insured.
<i>M.</i>	To comply with applicable legislation, regulations, codes, including Accessibility legislation
<i>M.</i>	To enforce compliance with safety reminders issued by the Town.
<i>M.</i>	To perform regular safety inspections of project.
<i>M.</i>	To employ only qualified, competent workers on project.
<i>M.</i>	To provide quality, competent appropriate Supervision.
<i>M.</i>	To provide copies of MOL report, orders, charges laid related to this project to the Town within 24 hours of receipt.
<i>M.</i>	To inform the Town of any injuries related to this project within 48 hours. If it is a critical incident – contact MOL and Town immediately.
<i>M.</i>	To inform Town representative prior to the disposal of hazardous materials related to this project.
<i>M.</i>	To take all necessary steps to protect the Town and its employees from harm during the course of this project. When working in areas where employees have access –ensure work area is cordoned off with caution tape, signs, or other as appropriate.
	Other concerns:

The contractor will include all provisions of this contract in any agreement or contract with subcontractors and hold all subcontractors responsible for safe work performance. It is the responsibility of the contractor to ensure that all subcontractors comply with this policy while working on this project.

I understand and agree to comply with the Town of Orangeville's Health and Safety Contractor Requirements Policy and all other applicable Town procedures. I further agree to comply with the Occupational Health and Safety Act and its regulations and all applicable codes and standards and the Environmental Protection Act.

The Town has the right to request proof of qualifications, safe procedures and /or certifications at any time. Failure to produce this may result in delay or suspension of work.

Signatures

Contractor's Representative William F. Power

Signature  Date June 11, 2016

Town of Orangeville Representative _____

Signature _____ Date _____

Powell

Description	Qty	Unit/Pr	Total	
Remove and dispose of existing red cedar fence including all posts, fence boards, pillars, columns and concrete footings. Existing sound components suitable for re-use shall be salvaged and transported to the Town's Operation Centre at 500 C-line.		\$2,000.00	\$2,000.00	
Supply all labour, equipment and material to install Polyvinyl Chloride (PVC) homopolymer AIL systems sound barrier including fasteners, concrete footings, steel posts, etc. as specified in Section 2.	95	\$810.33	\$76,981.35	
Remove and dispose of access fill and other material. Reinststate with topsoil and hydroseed.		\$8,750.00	\$8,750.00	\$87,731.35
				\$89,257.88

Imperial

Description	Qty	Unit/Pr	Total	
Remove and dispose of existing red cedar fence including all posts, fence boards, pillars, columns and concrete footings. Existing sound components suitable for re-use shall be salvaged and transported to the Town's Operation Centre at 500 C-line.		\$9,250.00	\$9,250.00	
Supply all labour, equipment and material to install Polyvinyl Chloride (PVC) homopolymer AIL systems sound barrier including fasteners, concrete footings, steel posts, etc. as specified in Section 2.	95	\$804.60	\$76,437.00	
Remove and dispose of access fill and other material. Reinststate with topsoil and hydroseed.		\$4,500.00	\$4,500.00	\$90,187.00
				\$91,756.25

Bramalea

Description	Qty	Unit/Pr	Total	
Remove and dispose of existing red cedar fence including all posts, fence boards, pillars, columns and concrete footings. Existing sound components suitable for re-use shall be salvaged and transported to the Town's Operation Centre at 500 C-line.		\$9,240.00	\$9,240.00	

Supply all labour, equipment and material to install Polyvinyl Chloride (PVC) homopolymer AIL systems sound barrier including fasteners, concrete footings, steel posts, etc. as specified in Section 2.

95 \$928.00 \$88,160.00

Remove and dispose of access fill and other material. Reinststate with topsoil and hydroseed.

\$1,800.00 \$1,800.00 \$99,200.00

Titanium

\$100,926.08

Description

Qty

Unit/Pr

Total

Remove and dispose of existing red cedar fence including all posts, fence boards, pillars, columns and concrete footings. Existing sound components suitable for re-use shall be salvaged and transported to the Town's Operation Centre at 500 C-line.

\$23,100.00 \$23,100.00

Supply all labour, equipment and material to install Polyvinyl Chloride (PVC) homopolymer AIL systems sound barrier including fasteners, concrete footings, steel posts, etc. as specified in Section 2.

95 \$827.00 \$78,565.00

Remove and dispose of access fill and other material. Reinststate with topsoil and hydroseed.

\$4,500.00 \$4,500.00 \$106,165.00

\$108,012.27

Sunshine

Description

Qty

Unit/Pr

Total

Remove and dispose of existing red cedar fence including all posts, fence boards, pillars, columns and concrete footings. Existing sound components suitable for re-use shall be salvaged and transported to the Town's Operation Centre at 500 C-line.

\$17,640.00 \$17,640.00

Supply all labour, equipment and material to install Polyvinyl Chloride (PVC) homopolymer AIL systems sound barrier including fasteners, concrete footings, steel posts, etc. as specified in Section 2.

95 \$875.00 \$83,125.00

Remove and dispose of access fill and other material. Reinststate with topsoil and hydroseed.

\$6,898.00 \$6,898.00 \$107,663.00

\$109,536.34

CSL

Description	Qty	Unit/Pr	Total	
Remove and dispose of existing red cedar fence including all posts, fence boards, pillars, columns and concrete footings. Existing sound components suitable for re-use shall be salvaged and transported to the Town's Operation Centre at 500 C-line.			\$15,350.00	\$15,350.00
Supply all labour, equipment and material to install Polyvinyl Chloride (PVC) homopolymer AIL systems sound barrier including fasteners, concrete footings, steel posts, etc. as specified in Section 2.	95	\$940.00	\$89,300.00	
Remove and dispose of access fill and other material. Reinststate with topsoil and hydroseed.			\$15,075.00	\$15,075.00
				\$119,725.00
				\$121,808.22

Biddingo.com











Get it. Bid it. Win it!

Procurement

Bid Number	11PW-16	Bid Name	Removal and Replacement of Noise Attenuation Fence
Published By	Town of Orangeville	Solicitation Type	Open to all suppliers
Contract Type	Tender	Value Range	Not Applicable
Published Date	06/28/2016	Closing Date	07/11/2016 02:00:00 PM ET
Remind Notice Date	Not Applicable		
NOI	Not Applicable	NDA Requirement	No
Site Meetings	Not Applicable		
Accept questions	Not Applicable		

Document Taker List**Doc. Taker List**

	Company	Contact Person	Invitee (0)	Partial Document Takers (Online) (2)	Full Document Takers (21)		Preview Document Takers (6)	Amendment Notification Addendum No.1	Requirements			Resend Invitation
					Online (21)	Pick-up (In Person) (0)			Site Meeting Attendee (0)	Intent to Respond (0)	NDA (0)	
1	Adem's Restoration	Adem Aksahan			✓		✓	Addendum No.1				
2	AIL - Atlantic Industries Limited	Emily Steeves			✓		✓	Addendum No.1				
3	Anthony Furlano Construction Inc.	Anthony Furlano			✓			Addendum No.1				
4	Barrie Construction Association	Alison Smith			✓			Addendum No.1				
5	Borall Fence & Guiderail Contractors Ltd	Wendy Lalonde		✓				Addendum No.1				
6	Bramalea Fence	Mike Bahr			✓			Addendum No.1				
7	C&C Built Right Ltd	Michael Ceci			✓			Addendum No.1				
8	CSL Group Ltd.	Jack Wieske			✓			Addendum No.1				
9	Design Concrete Systems	Kenn Hines			✓		✓	Addendum No.1				
10	Dixie Fence Limited	Rocco Roberto					✓					
11	Grand Valley Construction Association	Mike Murray			✓			Addendum No.1				
12	Hy-Grade Precast Concrete	Dominic Girotti			✓			Addendum No.1				
13	Imperial Fence & Landscaping	Kerry Seitz			✓			Addendum No.1				
14	Jay Fencing	Dave Dey			✓		✓	Addendum No.1				
15	Lancoa Contracting	Edgar Vasquez			✓							
16	M&E General Contracting Inc.	Michael Andreatta			✓			Addendum No.1				
17	Powell (Richmond Hill) Contr.	Bill Powell Jr.			✓							
18	Royal Fence Limited	Andrew Nolan			✓							
19	Sunshine Landscape Design	Meagan			✓			Addendum No.1				

	& Construction	Kikuta										
20	Talbot Enterprises (Ontario) Inc.	 Rena Lester			✓		✓	Addendum No.1				
21	Terrafox Geosynthetics Inc.	 Donald Bruce		✓				Addendum No.1				
22	Titanium Contracting Inc.	 Stephen Foster			✓			Addendum No.1				
23	Toronto Construction Association	 Teddy Tse			✓			Addendum No.1				
24	Verti-Crete of Toronto	 Philip DiPalma			✓			Addendum No.1				

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ABOUT SSL CERTIFICATES



Powell Contracting Limited

180 Ram Forest Road, Gormley, Ontario L0H 1G0
TEL 905-727-2518 FAX 905-727-1229
ACCOUNTING FAX 905-727-7199

August 12, 2016

The Corporation of the Town of Orangeville
87 Broadway
Orangeville, ON L9W 1K1

Attn: Director of Public Works

Re: Tender No. 11PW-16
Removal & Replacement of Noise Attenuation Fence

Please find enclosed the following

- Insurance Certificate
- WSIB Certificate
- Powell Health & Safety Policy Statement
- MOL Registration Form
- Contractor Safety Agreement
- Contractor Health & Safety Checklist
- Signed and Sealed Subcontract (2 copies)

Please return a signed and sealed copy of the subcontract to my attention at your earliest convenience.

Should you require any further information please contact the undersigned.

Yours Truly,

Jeremy Green, P. Eng.
Vice President, Contracts

Proof of Liability Insurance will be accepted on this form or a form similar to the one below.
 If a facsimile has been transmitted, the original Certificate must follow.
 This is to certify that the policies of Insurance as described below have been
 Issued by the undersigned to the insured named below and are in force at this time.

Name of Insured Powell (Richmond Hill) Contracting Limited			Telephone Number: 905-727-2518		
Address of Insured 180 Ram Forest Road, Gormley, ON			City, Postal Code L0H 1G0		
Type of Insurance	Insurance Company	Policy Number	Effective (Yr./Mo./Day)	Expiry Date (Yr./Mo./Day)	Limits of Liability Bodily Injury & Property Damage - Inclusive
Commercial General Liability	Aviva Canada Inc.	81216284	2016/02/28	2017/02/28	\$1,000,000 Per Occurrence \$5,000,000 Aggregate
<input checked="" type="checkbox"/> Umbrella (Excess of the Motor Vehicle Liability)	Royal & Sun Alliance Insurance Company of Canada	9135252	2016/02/28	2017/02/28	\$4,000,000 Per Occurrence \$19,000,000 Aggregate
<input type="checkbox"/> Excess					
<input type="checkbox"/> Other					

Commercial General Liability – Occurrence Basis, Including Personal Injury, Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability ☒ Yes ☐ No Limit \$ 100,000


Motor Vehicle Liability	Aviva Canada Inc.	41074720	2016/02/28	2017/02/28	Liability Limit \$1,000,000
Umbrella Liability (Excess of the Motor Vehicle Liability)	Royal & Sun Alliance Insurance Company of Canada	9135252	2016/02/28	2017/02/28	\$1,000,000 Per Occurrence \$19,000,000 Aggregate

Motor Vehicle Liability must cover all vehicles owned, or operated by, or on behalf of the insured.
 The Corporation of the Town of Orangeville has been added as an additional insured under the Commercial General Liability, but only with respect to the liability arising out of the operation of the Named Insured.

Should any of the above described policies be cancelled or materially changed so as to effect the coverage stated above, thirty (30) days prior written notice by mail (or notification in compliance with the Statutory Conditions of OAP 1, Jan. 2, 2007 ed.) will be given by the insurer(s) to:

The Corporation of the Town of Orangeville, Attention: Director of Public Works, 87 Broadway, Orangeville, Ontario L9W 1K1 Phone: 519-941-0440 Fax: 519-941-5303.

This certificate is executed and issued to the aforesaid Corporation of the Town of Orangeville, this day and date herein written below:

Date Year. Month. Day 2016/07/11	Name of Insurance Company (not broker) Aviva Canada Inc. (Commercial General Liability Insurance and Motor Vehicle Liability Insurance) Royal & Sun Alliance Insurance Company of Canada (Umbrella Liability Insurance)
Name of Insurance Broker HUB International Stclair Cockburn 675 Cochrane Drive, Suite 200, East Tower Markham, ON L3R 0B8 Tel: 905-948-0700	Authorized Representative Official Cockburn By: 

This form must be completed and signed by your insurance broker.

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
POWELL (RICHMOND HILL) CONTRACTING LIMITED	180 RAM FOREST RD, GORMLEY, ON, L0H1G0, CA	1000-003: Non-Exempt Partners and Executive Officers in Rate Group 711 4121-001: Highways, Streets, and Small Bridges	CORPORATION OF THE TOWN OF ORANGEVILLE / TOWN OF ORANGEVILLE	87 BROADWAY AVE, ORANGEVILLE, ON, L9W1K1, CA	E2000009QDSG	10-Aug-2016 to 19- Aug-2016



Powell Contracting Ltd Health, Safety & Environmental Policy

Powell considers safety our number one core value. We are committed to a strong Health, Safety and Environmental (HSE) Program that protects our employees, subcontractors, clients, property and the public from harm.

Powell believes all accidents and incidents are preventable with the ultimate goal of zero harm. This goal is achievable; through shared commitment and active participation at all levels to uphold the highest standards in health and safety.

Powell supports all workers in their right to a safe and healthy work environment and the right and responsibility to refuse unsafe work.

Powell employees and all other workers in our workplaces are responsible for cooperating with management in the implementation of the HSE Program and participating in inspections, investigations, equipment maintenance and any other efforts that support continuous improvement of our safety culture.

Powell management, employees and subcontractors are responsible to comply with or exceed all applicable regulations and standards.

Powell endeavours to provide proper and relevant employee training, safe work practices, personal protective equipment, operating/maintenance procedures and safety guidelines to raise awareness and reduce risk in all of our activities.

Powell is committed to conducting all work activity in an environmentally responsible manner.

Date: January 2016

Matt Powell

Registration of Constructors and Employers Engaged in Construction

Pursuant to section 5 of the Regulation for Construction Projects made under the Occupational Health and Safety Act, "Before beginning work at a project, each constructor and employer engaged in construction shall complete an approved registration form. The constructor shall ensure that each employer at the project provides to the constructor a completed approved registration form; and a copy of the employer's completed form is kept at the project while the employer is working there."

Fields marked with an asterisk (*) are mandatory.

Nature of Business (check one) *

☐ Individual
 ☐ Sole Proprietor
 ☒ Corporation
 ☐ Partnership
 ☐ Joint Venture

Sole Proprietor or Corporation Name *

Operating Name*	Business Number
Powell (Richmond Hill) Contracting	104278593
Legal Name	Corporation Number

Business Address

Unit Number	Street Number*	Street Name*	Street Type	Street Direction
	180	Ram Forest Road		
PO Box	Rural Route	City/Town*	Province*	Postal Code*
		Gormley	ON	L0H 1G0
Telephone Number*	Fax Number	Email Address (if available)		
905 727-2518	905 727-1229			

Business Registration Information

Harmonized Sales Tax Number	WSIB Firm Number	WSIB Rate Number
104278593RT0001	3059847	711 Roadbuilding and Excavating
Do you have a clearance certificate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Certificate Number

Project Information

Average number of employees employed by your firm on the project * ☐ 1 - 5 ☒ 6 - 19 ☐ 20 - 49 ☐ 50+

Project Location

Does the project have a street address? ☐ Yes ☒ No

Location - not a street address

Directions to the workplace:

RE: TOWN OF ORANGEVILLE TENDER NO. 11PW-16
LOCATION: HIGHWAY 9 SOUTH SIDE EAST OF HIGHWAY 10

Lot and plan

Acknowledgement *

☒ I confirm that I am authorized to complete this form.
☒ I hereby certify that the information provided is true and correct to the best of my knowledge.

Last name of person completing this form *	First name of the person completing this form *
Green, P. Eng.	Jeremy

Title *	Date (yyyy/mm/dd) *
Vice President, Contracts	2016/08/11
Email Address *	
JGREEN@powell.ca	



Contractor Safety Agreement


This agreement must be signed by the contractor or the contractor's safety representative to validate that the information has been received, understood, and agreed to prior to work commencing. The contractor must also supply a list of subcontractors (see below).

The original signed copy of this agreement will be kept in the department that has hired the contractor and a copy will be given to the contractor.

Company Information

Name of Company	POWELL (RICHMOND HILL) CONTRACTING LIMITED
Type of Business	CORPORATION
Address	180 RAM FOREST RD, GOMMERY, ON L0H1G0
Phone Number	(905) 727-2518
Fax Number	(905) 727-1229
E-mail Address	billj@powell.ca

Contractor Representative Information

Name of Contractor Representative	WILLIAM F. POWELL
Title/Position	PRESIDENT
Date	JULY 1, 2016
Signature	

List of Subcontractors Involved in this Project

ALL WORK BY OWN FORCES.

Signing this agreement indicates that the contractor has read the Town of Orangeville's Health and Safety Contractor Requirements Package and agrees with the terms, conditions within. Signing confirms that the information in the policy will be communicated by the signee to contractor and subcontractor employees who work on Town property. It is the responsibility of the contractor to ensure that all subcontractors comply with this policy while working on Town property.

A copy of this must be returned to the Town of Orangeville Representative.

Contractor's Health and Safety Checklist

The purpose of this document is to determine a contractor's intention to comply with the Town of Orangeville Health and Safety Contractor Requirements. It is the contractor's responsibility to know and follow all applicable procedures, legislation and regulations. **The contractor must submit the original copy of this document to the Town of Orangeville's contract representative.**

Contract/Contractor Information

Contractor Company Name	POWER (RICHMOND HILL) CONTRACTING LIMITED
Contractor Phone Number	(905) 727-2518
On Site Cell Phone Number	(289) 237-8290
No. of Workers on Site (maximum)	8
Site Supervisor	KAUSTUBH SHEKHAR
Alternate	GREG ELLIS
Exact Location	HWY 9 WEST OF RICHMOND HILLS ON
Expected Start Date	AUGUST 29, 2016
Expected End Date	SEPTEMBER 26, 2016

In the Left Hand Box, Please Initial all the Requirements/Qualifications that you Satisfy

Contractor Qualifications/ Requirements	Contractor Responsibilities Proof of Procedures/training
<i>[Initials]</i>	Sign in and out procedures. <i>[Initials]</i>
<i>[Initials]</i>	Emergency procedures. <i>[Initials]</i>
<i>[Initials]</i>	Lock out and tag out. <i>[Initials]</i>
<i>[Initials]</i>	Fall protection. <i>[Initials]</i>
<i>[Initials]</i>	Scaffolding and ladders. <i>[Initials]</i>
<i>[Initials]</i>	Elevated work platforms. <i>[Initials]</i>
<i>[Initials]</i>	Use of Designated Substances. <i>[Initials]</i>
<i>[Initials]</i>	Excavation and Trenching. <i>[Initials]</i>
<i>[Initials]</i>	Traffic control. <i>[Initials]</i>
<i>[Initials]</i>	Confined Space. <i>[Initials]</i>
<i>[Initials]</i>	WHMIS program. <i>[Initials]</i>
<i>[Initials]</i>	Health and safety representative where applicable. <i>[Initials]</i>
	Other:
	Other:
	Other:

Contractor Qualifications/ Requirements	Contractor Responsibilities Qualifications/Certificates
	Electricians
	Plumbers
	Refrigeration and Air Conditioning Mechanic
	Designated Substance Removal
<i>MA.</i>	Other: <i>OPERATORS</i>

****The sections below are mandatory and must be all initialed****

Contractor Requirements	Contractor Responsibilities Due Diligence
<i>MA</i>	To provide WSIB clearance certificate prior to start of work with the Town and remain in good standing
<i>MA</i>	To provide a copy of your health and safety policy and program.
<i>MA</i>	To provide proof of liability insurance with the Town named as additionally insured.
<i>MA</i>	To comply with applicable legislation, regulations, codes, including Accessibility legislation
<i>MA</i>	To enforce compliance with safety reminders issued by the Town.
<i>MA</i>	To perform regular safety inspections of project.
<i>MA</i>	To employ only qualified, competent workers on project.
<i>MA</i>	To provide quality, competent appropriate Supervision.
<i>MA</i>	To provide copies of MOL report, orders, charges laid related to this project to the Town within 24 hours of receipt.
<i>MA</i>	To inform the Town of any injuries related to this project within 48 hours. If it is a critical incident – contact MOL and Town immediately.
<i>MA</i>	To inform Town representative prior to the disposal of hazardous materials related to this project.
<i>MA</i>	To take all necessary steps to protect the Town and its employees from harm during the course of this project. When working in areas where employees have access –ensure work area is cordoned off with caution tape, signs, or other as appropriate.
	Other concerns:

The contractor will include all provisions of this contract in any agreement or contract with subcontractors and hold all subcontractors responsible for safe work performance. It is the responsibility of the contractor to ensure that all subcontractors comply with this policy while working on this project.

I understand and agree to comply with the Town of Orangeville's Health and Safety Contractor Requirements Policy and all other applicable Town procedures. I further agree to comply with the Occupational Health and Safety Act and its regulations and all applicable codes and standards and the Environmental Protection Act.

The Town has the right to request proof of qualifications, safe procedures and /or certifications at any time. Failure to produce this may result in delay or suspension of work.

Signatures

Contractor's Representative William F. Power

Signature  Date July 11, 2016

Town of Orangeville Representative _____

Signature _____ Date _____