

THE CORPORATION OF THE MUNICIPALITY OF McDOUGALL

Contract No. 2024-001

Tender to Supply/Apply HMA to Municipal Roads as specified in Schedule A

Tender Closing Date and Time:	Thursday March 28 2024, at 1:00 p.m. local time.
Tender Opening Date, Time and Location:	Thursday March 28 2024, at 1:15 p.m. local time. Municipal Office, 5 Barager Blvd
Contact Person:	Tim Hunt CAO/ Director of Operations Municipality of McDougall thunt@mcdougall.ca Telephone: (705) 342-5252

***(Lowest or any tender not necessarily
accepted)***

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INFORMATION TO TENDERERS

1) Delivery and Opening of Tenders

Tenders, sealed in an envelope and **clearly** marked with the project/contract title, the project/contract number and tenderers name, will be received by the Municipality of McDougall Main Office at 5 Barager Blvd, Ontario P2A 2W9, until **1:00 p.m.**, Local Time on the advertised closing date for receipt of tenders. The use of the mails for delivery of a tender will be at the risk of the tenderer.

On the closing day, commencing at **1:15 p.m.** Local Time, the envelopes will be opened and the tenders will be read and recorded publicly at the above mentioned address. Tenders will then be checked and analyzed.

2) Disqualification of Tenders

Under no circumstances will tenders be considered which:

- a) Are received after **1:00 p.m.** local time on the advertised closing date for tenders.
- b) Are not accompanied by a bid deposit (**if applicable**) in the form of a certified cheque, **original** bid bond, money order or bank draft, in the amount specified.
- c) Are sent by fax.
- d) Are not accompanied by a properly executed Agreement to Bond (**if applicable**).

3) Withdrawal or Qualifying of Tenders

A tenderer who has already submitted a tender may submit further tenders at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that tenderer for this contract. A tenderer may withdraw his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal as in his/her tender to the Municipality of McDougall 5 Barager Blvd P2A 2W9. Such a submission must be received in sufficient time to be marked before **1:00 p.m.** local time on the date for closing of tenders. The tenderer shall show his/her name and the project and contract numbers on the envelope containing such letter. No faxes or telephone calls for the withdrawal or qualifying of tenders will be considered.

3.1) Accept or reject proposals

The proponent is advised that the Corporation of the Municipality of McDougall reserves the right to reject any or all bids. The Municipality of McDougall may also, at its sole discretion, award the proposed work to other than the low bidder. The proponent is advised that failure to satisfy any term or condition of this RFT may result in the rejection of said proposal. Further, any incomplete bids, bids not properly signed/dated, bids received after the closing date/time, bids that contain restrictions and/or provisions, bids completed in pencil, bids with incomplete calculations, bids lacking required information, will be rejected as incomplete.

Bidder Disqualifications

The Municipal Council or CAO or designate reserves the right to disqualify and remove from the bidding process those Bidders whose historical performance has

Been unsatisfactory in terms of failure to meet contract specifications, terms and conditions.

Disqualification or removal may occur where the Public Works Manager has documentation where the non-performance issue(s) had been communicated to the Bidder and that sufficient time had been provided for corrective action yet the issue(s) was not resolved to the satisfaction of the Public Works Manager or designate.

4) Informal or Unbalanced Tenders

All entries in the *Form of Tender* shall be made in ink, by typewriter or by printer. Uninitiated entries or changes made in pencil shall be deemed invalid. Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the tenderer's signing officer), or irregularities of any kind, shall be rejected. The Municipality reserves the right to waive formalities at its discretion. Tenderers who have submitted tenders that have been rejected by the Municipality because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

Tenders that contain prices which appear to be as unbalanced as likely to affect adversely the interests of the Municipality may be rejected. Wherever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Municipality.

If a tenderer has omitted to enter a price for an item of work set out in the *Form of Tender*, he/she, unless he/she has specifically stated otherwise in his/her tender, will be deemed to have allowed elsewhere in the *Form of Tender* for the cost of carrying out the said item of work and, unless otherwise agreed to by the Municipality, no increase shall be made in the total Tender Price on account of such omission.

5) Examination of Site

Each tenderer should visit the site of the work before submitting his/her tender and must satisfy him/her by personal examination as to the local conditions to be met with during the construction and conduct of the work. He/she shall make his/her own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He/she is not to claim at any time later in the submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

Any person who proposes to carry out any investigation of any property relative to the proposed works shall, before entering the said property, and any other property, and before commencing the said investigation, notify the owner and occupant of the said Property of the nature and extent of the proposed investigation, notify the owner and occupant of such other property of the access required and obtain the agreement in writing thereto of all such owners and occupants. The person who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall

Reinstate the property and shall be responsible for all damage and claims resulting

therefrom in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the owner and the Municipality shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

6) Tender

Each tender shall include the *Information to Tenderers* and a completed *Form of Tender*, together with any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with this tender.

7) Omissions, Discrepancies and Interpretations

Should a tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she shall notify the **Director of Operations**, preferably in writing and not later than four days before the closing date for tenders. If the **Director of Operations** considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an Addendum to all who are listed on the *Request for Tender Obtained Register*. No oral examination or interpretation shall modify any of the requirements or provisions of the tender documents.

The tenderer also declares that in tendering for the work and in entering into the contract he did not and does not rely upon information furnished by the Municipality or any of its servants or agents respecting the nature or confirmation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for, or in connection with the tender or the contract by the Municipality, except information specifically excluded from this sub-section.

8) Quantities are Estimated

The quantities shown for unit price items in the *Form of Tender* are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

9) Bidders Liabilities

The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Municipality of any tender or by reason of any delay in the acceptance of a contract being prepared and executed. The municipality reserves the right to reject any or all tenders and to waive formalities, as the interests of the Municipality may require, without stating the reasons and the lowest or

Any tender will not necessarily be accepted.

10) Agreement and Contract Execution

If the successful tenderer fails to provide the Municipality, within the ten day period, the executed agreement, together with requirements as specified within, the Municipality may accept another tender, advertise for new tenders, negotiate a contract or not accept any tender, as the Municipality may deem advisable.

11) Proof of Ability and Sub-Contractors

In order to aid the Municipality in determining the responsibility of each tenderer, the tenderer shall complete the following statement sheets which are attached herein:

Statement (A) stating the tenderer's experience in similar work which he/she has successfully completed.

Statement (B) stating the work and equipment the tenderer proposes to use to perform the work.

Statement (C) giving a list of any sub-contractor who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible.

12) List of Sub-Contractors

The tenderer agrees to submit a list of any sub-contractors (Statement (A)) who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Municipality has the right to reject any of the sub-contractors so named. In this event, the tenderer shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Municipality. Only one name shall be shown for each sub-trade.

The tenderer shall not be allowed to substitute the other sub-contractors in place of those named in the tender without written approval from the **Director of Operations**. Should the tenderer cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the tenderer is present on the site at all times. The tenderer shall notify the **Director of Operations** in writing of the names and positions of the person, or persons so representing the tenderer.

13) Workplace Safety and Insurance Board (WSIB) and Provincial Retail Sales Tax Requirements

The contractor shall at the time of entering into this contract with the Municipality, make a statutory declaration or furnish a satisfactory clearance certificate from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid. The selected tenderer shall submit such statutory declaration or clearance certificate to the Municipality in duplicate together with the Agreement executed by the said tenderer. One copy of the statutory

Declaration or clearance certificate shall be attached to each of the two executed sets of the contract. The proponent certifies that it has met all of its obligations to comply with Workplace Safety and Insurance Board and Provincial Retail Sales Tax requirements, so that it is able to do business in Ontario.

14) Occupational Health and Safety

For the purposes of the Occupational Health and Safety Act, the successful tenderer is considered to be the "constructor" as defined in the Act. It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provide, in addition to other things:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- c) THAT the health and safety of workers on the project is protected.

15) Inquiries During Tendering

Tenderers are advised that inquiries regarding the tender documents shall be directed in writing to **Tim Hunt - thunt@mcdougall.ca**. **Site meeting will be at the request of the contractor.**

16) Insurance

General liability insurance in the amount of at least **\$5,000,000.00** coverage for any one claim must be carried by the contractor. In addition, the Municipality shall be named as an additional insured party. Both owned and non-owned vehicles employed under this contract will require a minimum of **\$5,000,000.00** coverage in any one claim, showing the Municipality as one of the insured parties. The tenderer to whom this contract is awarded shall supply the Municipality with proof of insurance and a copy of the policy prior to the signing of the contract by Municipal officials and provide coverage throughout the term of the contract in the amounts specified.

The insurance policies shall comply with all requirements of the funding agencies herein attached.

17) Hold Harmless

The contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, caused by reason of the existence or location or condition of works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or

omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Municipality of McDougall harmless, and indemnified for all such damages and claims for damage.

18) Additional Work

- a) All unforeseen and or additional work to be performed by the contractor must be approved by the **Director of Operation** (or his/her designate), prior to commencement of the work.

- b) All additional work, of similar nature to this contract, shall be charged at the contract unit price.

19) Security and Bonding requirements (successful Bidder only)

The Contractor is required to provide a Performance and a Labor and Material Bond as follows, to guarantee his faithful performance of this contract and his fulfillment of all obligations in respect to maintenance and payment for Labor and Materials used on this work.

- a) Performance Bond in the amount of 100% of the contract price where the contract price is greater than \$150,000
- b) A Labor and Materials bond in the amount of 50% of the contract price where the contract price is greater than \$150,000

Each Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada. An agreement to Bond must be submitted with the tender bid (where applicable). Bonding company standard 'Agreement to Bond' forms are acceptable.

The tenderer agrees that he/she will furnish the Bonds as required herein, in duplicate within ten calendar days after the notification of award of the Contract by the Municipality. One copy of the said bonds shall be attached to each of the two execute sets of the Contract.

20) Tender Deposit

TOTAL AMOUNT OF BID

MINIMUM DEPOSIT
REQURED

\$		\$	
20,000	or less		1,000
20,001	to	50,000	2,500
50,001	to	100,000	5,000
100,001	to	250,000	12,500
250,001	to	500,000	20,000
500,001	to	1,000,000	50,000
1,000,001	to	1,500,000	75,000
1,500,001	to	2,500,000	100,000
2,500,001	and up		150,000

Each tender shall include a tender deposit in the form of an **ORIGINAL** certified cheque, bid bond, bank draft or money order, payable to the Municipality of McDougall in the amount stated above. **PHOTOCOPIES, FACSIMILE COPIES AND OTHER REPRODUCTIONS OF ORIGINAL DOCUMENTS ARE NOT ACCEPTABLE**). The tender deposits of all tenderers, except two, will be returned within ten days after the date of opening tenders. The tender deposits of the two tenderers will be retained until a tender has been accepted and the specified bonds as per item **#19** has been furnished to the satisfaction of the Municipality save that if a tenderer has not been notified that his/her tender has been recommended to the Municipality for acceptance within 30 days after the date of opening tenders, his/her tender deposit will be returned on demand and if a tender has not been accepted and the Agreement executed within 60 days after the date of opening tenders, any remaining tender deposits will be returned. After the execution of the Contract and the receipt by the Municipality of the required bonds, as per item **#19**, the tender deposit of the successful tenderer will be returned. If either of the above-mentioned two tenderers has not been notified within 30 days after the date of opening tenders that his/her tender has been recommended to the Municipality for acceptance, he/she may apply to the Municipality for the return of his/her tender deposit. Unless otherwise determined by the Municipality, the tender deposit of one of the said two tenders (normally the one who submitted the second lowest tender) will be returned when so applied for. The tender deposit of the other tenderer will be retained or returned by the Municipality as provided for elsewhere in this Section.

The Municipality may, in its discretion:

1. cash a tender deposit cheque and deposit the proceeds to its account, without prejudice to the ultimate disposition of such tender deposit as provided for herein, or
2. return a tender deposit to a tenderer at an earlier time than provided for herein, Or
3. No such action shall prejudice the validity of the tender to which such tender deposit relates.

Except as otherwise herein provided, the tenderer guarantees that if his/her tender is withdrawn after the tenders are opened, before the Municipality has made a decision or before or after he/she has been notified that his/her tender has been recommended to the Municipality for acceptance or that if the Municipality does not for any reason receive within the period of ten calendar days as stipulated and as required herein, the Agreement executed by the tenderer, the bonds executed by the tenderer and the surety company and the other documents required herein, the Municipality may retain the tender deposit for the use of the Municipality and may accept any tender, advertise for new tenders, negotiate a contract or not accept any tender as the Municipality deems advisable.

21) Terms of Payment**21.1) Designated Construction Projects and Work**

This section applies to all invoices submitted to the Municipality for payment for all Municipal Construction Projects and Work governed by the Construction Act, R.S.O. 1990, as amended (the "Construction Act"). The following sections – s.x.1.1 – Proper Invoice Details, s.x.1.2 – Additional Invoice Requirements and s.x.1.3 Method of Delivery will constitute a Proper Invoice under the Construction Act (such requirements collectively referred to as "Proper Invoice Requirements" or a "Proper Invoice"). Contractors shall submit the following to the Municipality:

21.1.1) Proper Invoice Details

- a) Contractor's full legal name;
- b) Contractor's full address – place of business and/or head office, email address, telephone number
- c) Municipality contact information including: Municipality Project Manager's First and Last name, Title and Department;
- d) Valid HST Registration Number;
- e) Invoice Date;
- f) Unique Invoice Number;
- h) Applicable RFP/Tender Number, Municipality Contract, Project Number and Project Site Address;
- i) Description of Work including a summary breakdown for each respective goods, materials or service category;
- j) Invoice Period;
- k) Amount Due – separate line items showing the subtotal, HST and total amount due; and
- l) Previously invoiced amounts and total amounts invoiced to date

21.1.2) Additional Proper Invoice Requirements

In addition, Contractors shall also submit the following documentation to the Municipality:

- (a) A valid WSIB clearance certificate that covers the invoice period;
- (b) If holdback is being retained by the Municipality, then on the second invoice and every invoice thereafter, a Statutory Declaration from the Contractor declaring that all accounts for labour, subcontracts, productions, construction equipment, and other indebtedness which may have incurred by the Contractor in the substantial performance of the Work and for which the Municipality might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in the dispute on form CCDC 9A-2018 or some other alternative form acceptable to the Municipality; and
- (c) Supporting documentation including weight tickets for materials used to substantiate the Work delivered and/or performed to date.

21.1.3) Method of Delivery

- (a) The Contractor shall send invoices via electronic mail to both the attention of the Municipal contact(s) specified in the Contract and/or Purchase Order and the Treasurer. The Contractor shall reference the invoice Purchase Order number in the email subject line.
- (b) Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- (c) Invoices delivered after 4:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.
- (d) Invoice Blackout Dates – No construction invoices will be accepted by the Municipality between the period of December 10th to January 2nd (inclusive) of the following year. Invoices received during this period will be deemed received by the Municipality on January 3rd.

21.1.4) Processing of Proper Invoices

Failure of the Contractor to submit a Proper invoice will not be processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the Contractor's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

21.1.5) Payment Disputes

- (a) Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute – all or part of the contents of the Proper Invoice.
- (b) If the Municipality does not agree with the invoiced Work or amounts, the Municipality will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.
- (c) The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e. litigation, adjudication or any formal dispute resolution procedure.
- (d) No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- (e) Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.
- (f) If the Contractor is in any way indebted to the Municipality, either under the terms of the Contract or for any other reason, the Municipality shall have the right of set-off to the extent of such debt.

Detailed invoices must be submitted in duplicate to:

Tim Hunt
CAO/Director of Operations
thunt@mcdougall.ca
Municipality of McDougall
5 Barager Blvd
McDougall, Ontario P2A 2W9

21.1.6) Deficiency Holdback

In addition to statutory holdback and any other remedy available to the Municipality, the Municipality may withhold up to **2 1/2 percent (2.5%)** of the total value of Work performed ("**Deficiency Holdback**") for a period of up to one (1) years following the Substantial Performance of the Contract. Upon rectification and completion of the deficiencies in accordance with the Contract Documents and as approved by the Municipality and/or Contract Administrator, the Deficiency Holdback (less any monies owed to the Municipality by the Contractor) will be released to the Contractor. All monies payable to the Municipality by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Municipality's satisfaction may be retained out of the Deficiency Holdback.

22) Anticipated Start Date/ Completion Date

The anticipated start date for this contract will be July 9, 2024 and be completed no later than September 30 2024. The municipality has some preparation work to do ahead of this contract.

23) The Contractor shall complete the work by **September 30 2024**. If this time limit is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the works.

24) Fixed Completion Date and Charges

1. Progress of the Work and Time for Completion

The Contractor shall diligently prosecute the work on this contract in its entirety to completion by **September 30 2024**.

2. 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 dates of completion specified aforementioned, or as extended in accordance with subsection GC3.07, Extension of Contract Time, of OPS General Conditions of Contract, September 1999, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extreme

difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$2,500.00 as liquidated damages for each and every calendar days delay in finishing the work beyond the dates of completion prescribed above. It is agreed that this amount is an estimate of the actual loss or damage to the Owner that will accrue during the period in excess of the prescribed dates of completion. The owner may consider extension for extreme and unexpected circumstances. The request must in writing and fully quantified. The owner will respond with 72hrs.

25) Bids

All tender parts must be bid and award will be based on the sum of all the parts.

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____ 2024

BETWEEN: THE Municipality of McDougall

Hereinafter called the Municipality of the FIRST PART

-And-

(_____)

Hereinafter called the Contractor of the SECOND PART

WITNESSETH that the Contractor for and in consideration of the payment provided herein to be made to the Contractor by the Municipality, shall supply all labor, materials and equipment required to perform the work as described in

Contract No. 2024-001 Re-Surface
Various rds

In accordance with accompanying *Information to Tenderers* and *Form of Tender*, all of which form part of this agreement.

WITNESS that the Municipality agrees:

1. To provide the Contractor with the access to its land to such extent as may be necessary for the performance of the work under this contract.
2. To pay the Contractor as set forth in the *Information to Tenderers* of this Contract.

IN WITNESS WHEREOF the Contractor and the Municipality have respectively affixed their corporate seals and the hands of their proper officers on the day and year first above written. SIGNED, SEALED and DELIVERED in the Presence of:

CONTRACTOR

THE CORPORATION OF THE
MUNICIPALITY OF
MCDOUGALL

Name of Contractor (Print)

Dale Robinson, Mayor

Signature of Contractor

Lori West, Clerk

Witness

I/We have the authority to bind the
Corporation.

Date

Date

FORM OF TENDER

The tenderer has carefully examined the Provisions, Specifications and Conditions referred to in the Tender Documents hereto as part of the work to be done under this Contract. The Tenderer also understands and accepts the said Provisions, Specifications and Conditions and hereby states that the prices set forth in this tender include full compensation to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Specifications and Conditions referred to in the said Tender Documents.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if not found to be required or exceed approved budget limits.

Attached to this tender, is a certified cheque, bid bond, bank draft or money order for the sum of _____ payable to the Municipality of McDougall, which meets or is greater than the tender minimum deposit required.

This cheque shall constitute a deposit which shall be forfeited to the Municipality, if the successful Tenderer fails to file with the Municipality, an executed tender document, a Certificate of Insurance in the amount specified, specified bonds, and/or a Workplace Safety & Insurance Board Clearance Certificate, satisfactory to the Municipality.

Notification of acceptance may be given and delivery of the *Form of Agreement* made by prepaid post, addressed to the Tenderer at the address contained in this Tender.

Project Description: Re-Surface Felsman Drive, Hillview Drive, Pleasantview Drive, and Hoddy Side Road with Hot Mixed Asphalt (HL4) as per attached schedule

Offered on behalf of:

Contractor:

Address:

Telephone:

Fax number:

Authorized
Signature:

Seal:

Name:

(Please Print or Type)

Witness:

Date:

**FORM OF TENDER
STATEMENT (A)
Tenderers Experience**

As an integral part of this tender, the tenderer shall list here his/her experience in work of a similar nature to that being tendered, which he/she, has successfully completed.

YEAR	DESCRIPTION OF CONTRACT	FOR WHOM PERFORMED	APPROXIMATE VALUE
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**FORM OF TENDER
STATEMENT (B)
Proposed Work and Equipment**

As an integral part of this tender, the tenderer shall provide below, a statement of the work and equipment he/she proposes to use for the work.

WORK

EQUIPMENT

**FORM OF TENDER
STATEMENT (C)
List of Proposed Sub-Contractors**

Section 11 and 12 of the *Information to Tenderers* requires the tenderer to list on this statement sheet the name of each proposed sub-contractor.

SUB-TRADE

PROPOSED SUB-CONTRACTORS

GENERAL CONDITIONS:

Ontario Provincial Standards General Condition of Contract - September 1999

General Condition of Contract and the Ontario Provincial standard listed below apply to this Contract unless otherwise stated in the attached Tender documents. The particular version in effect at the time of the Contract is advertised shall apply. Where further detail or clarification is required, reference shall be made to the appropriate Ontario Provincial Standard below.

Spec. No.	Date	Spec. No.	Date
127	Apr. 2005	501	Feb. 1996
128	Jun. 2002	506	Nov. 2001
180	Jan. 1994	543	Dec. 1990
310	Nov. 2004	1001	Nov. 2002
304	Apr. 1999	1150	May 1994

Payment, Holdback and Completion:

- a) Monthly payment shall be paid for ninety percent (90%) of the estimated value of the work performed, within thirty (30) calendar days of certification of the work estimate by the Contractor. The Municipality shall approve the estimate.
- b) The ten percent (10%) statutory hold back, may be retained to cover any written liens submitted during the Contract.
- c) As soon as possible following the certification of completion of the contract, the Municipality shall prepare the final estimate of payment and submit it for certification by the Contractor and any Subcontractors. The Contractor shall return the certified final estimate and Workers Compensation Board clearance within thirty (30) calendar days.
- d) Hold back not including an amount retained for unresolved claims will be released to the Contractor sixty (45) calendar days after certification by the Municipality that the Contract is complete (see Construction Act)
- e) Payment Schedule
Payment of the contract amount, subject to the statutory holdback (Construction Act) and the deficiency holdback referenced in section 2.15, shall be made promptly upon the Issuance of the Certificate of Substantial Completion and the receipt of a proper invoice as set out in section 21.

WARRANTY

The project shall be warranted for one year for 100% labor, and material. This warranty shall cover defects in workmanship and material resulting from normal use. The municipality will retain 2.5% of all invoices until the end of the one year warranty has been completed and no deficiencies are found.

SPECIAL PROVISIONS:

GENERAL SPECIAL PROVISIONS:

Scope of Work

- 1) Contractor will provide all fine grading and compaction of granular materials to Prepare road surface for asphalt including application of water for compaction And dust control, all traffic control and signage.
- 2) To place hot mix asphalt at 6.5 m wide as per tender
- 3) To supply and apply 4000 tones of granular A on the various rds
- 4) Grader to remain on job site until **final completion of the job (including weekends)**
- 5) Water truck to remain available until **final completion (including weekends)**
- 6) Pulverize all rds 150mm full length and width

7) General

Contractor will be responsible for coordinating all necessary equipment and labor to Complete the project in a timely manner. This will include all construction signage and Traffic control persons.

Contractor will keep one lane open at all times and if necessary the use of traffic control Vehicle will be used to keep traffic moving.
Contractor will keep the dust to a minimum at all times

Contractor can start on site operations at 7am and finish by 7pm, at which time both lanes Will be reopened. Alternate hours or lane variations will not be carried out without the Consent of the municipality.

Intent of These Provisions

These Special Provisions, forming part of this Contract, are in addition to any specifications and modify the work or cover work not contained therein.

The Standard specifications, read in conjunction with the special Provisions, form the complete specification governing the work to be performed under this contract.

Contractors Schedule of Work

Prior to the commencement of work, the Contractor shall provide a completed Schedule of Work. **No work shall be carried out on Fridays after 11:00 am or on Saturdays, Sundays or Stat Holidays without the consent of the Municipality.**

The Contractor shall provide a water truck at all times including weekends and the roadway shall be watered depending on weather conditions.

Items # 1, # 2

Specifications

O.P.S.S. 301, 1150

Execution

The contractor shall prepare the granular surface of the road and intersections as per the contract specifications. The 6.5 to 7.0 meter wide traveled road surface shall have a 3% cross fall with a crown in the center and the shoulders shall have a 3% cross fall. All inside curves will have the asphalt extended to shoulders edge. All driveways and entrance that are paved will be tied in.

The contractor shall maintain the existing road grades including the existing super elevations on the road curves.

Prior to placing any HMA on a granular grade, a roller with vibrate for added compaction rate and a Class S roller of a minimum of 7 tonnes or an equivalent Class V roller with a drum width of at least 1.2 meters, shall be used to finish roll the grade ahead of the paver to ensure a compacted smooth, float-free surface. **Asphalt shall be HL4 58-28 with maximum 20% rap. Minimum Temperature of asphalt on site is 140 Celsius, maximum temperature is 160 Celsius. Asphalt stone will be granite only.**

The granular grade shall be free of standing water at the time of HMA placement.

The contractor shall compact the road surface including the shoulders to 100% SPD applying water as necessary to achieve the compaction required. Compaction results must be submitted to the owner prior to placement of HL4.

The side road intersections shall be fine graded and paved as per the contract

specifications.

The cost of grading and shouldering is to be included in the unit price for asphalt.

The asphalt width shall be 6.5 meters wide and have a cross fall of 3%

Quality Assurance Testing

The minimum frequency for sampling and testing is the responsibility of the Contractor, but shall be no less than the requirements specified in Table 6 O.P.S.S. 310.

The contract administrator may additionally have independent pavement testing carried out by qualified consultant.

Payment

The basis of payment shall be by tonnes as per the form of tender.

All HMA that is delivered to the work site shall be accompanied by a truck weight ticket Showing the truck number, type of hot mix, contract number, truck time in and out of the hot mix plant, tare mass to the nearest 50 kg., gross mass to the nearest kg., net mass in kg. And the driver's signature.

The weigh ticket shall be printed by an electronic printer interfaced with the truck scale readout and capable of recording the tare mass, gross mass, and net mass. The tare mass for the truck shall include the vehicle, operator, fuel, spare tire, etc. The tare mass of the truck shall be taken at least once per shift.

The contractor shall be responsible for ensuring that the truck weigh ticket or delivery ticket for each load is handed to the contract administrator / inspector inspecting the paving operation at the time the delivery truck unloads at the paving site. The contract administrator may not accept delivery tickets that are not submitted at the proper time or are submitted in groups after the delivery trucks have left the paving site.

Unsigned tickets cannot be accepted for payment.

The contract or shall permit the contract administrator to make random checks of the gross mass and tare mass of the trucks hauling HMA by requiring them to be driven over a municipal scale.

Schedule A Road Description

	Existing Surface	Pavement Length (m)	Pavement Width (m)	Total m2
Felsman Drive	HL4	1200m	6.5m	7800
Hillview Drive	HL4	300m	6.5m	1950
Pleasantview Drive	HL4	400m	6.5m	2600
Hoddy Side Road	S.T	1500m	6.5m	9750

Schedule B

Unit Pricing						
Supply and Apply	Surface	Pavement	Total	Tonnes	Unit Price	Total
Road Materials		Length (m)	m2			
All Roads	Asphalt	3400	22,100			
Hox Mixed Ashpalt				3000		
Granular A				4000		
Pulverizing			22100			
Grading/ watering, traffic control, signage, dust control			L/S			
Totals				Sub	Total	
					Hst	
					Total	