

**Town of South Bruce Peninsula**

**Tender 19-24**

**Reconstruction of Lakeshore Boulevard North  
and Asphalt Paving**

## **Town of South Bruce Peninsula**

### **Tender 19-24**

#### **Reconstruction of Lakeshore Boulevard North and Asphalt Paving**

The Town of South Bruce Peninsula is requesting tenders for the reconstruction of Lakeshore Blvd N in Sauble Beach, as well as the supply and placement of asphalt paving in the Town of South Bruce Peninsula. Sealed bids will be received at the Town of South Bruce Peninsula Municipal Office until **3:00 pm** local time on **August 13, 2019**.

Bid packages and details may be obtained from the Town of South Bruce Peninsula Municipal Office, at the address below, or on the Town website at [www.southbrucepeninsula.com](http://www.southbrucepeninsula.com)

Each tender must be accompanied by a bid deposit in the amount of 10% of the bid. A certified cheque or bank draft payable to the Town of South Bruce Peninsula will be the only form of bid deposit accepted.

Tenders are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval and subject to budgetary constraints. The lowest or any bid will not necessarily be accepted.

**Chris Cornfield**  
**Manager of Operations**  
**Town of South Bruce Peninsula**  
**315 George St., PO Box 310**  
**Warton ON N0H 2T0**  
**(519) 534-1400**

## Section 1: Information to Bidders

### 1.1 General

Sealed tenders will be received until **August 13, 2019 at 3:00 pm** in a sealed envelope **clearly marked** with the following:

**Reconstruction of Lakeshore Blvd N and Asphalt Paving**  
Tender 19-24

**Town of South Bruce Peninsula**  
Attention: Manager of Operations  
315 George St, PO Box 310  
Warton ON, N0H 2T0

**The envelope is to include the bidding company name and return mailing address.**

The bid must be submitted on the tender forms as provided by the Town of South Bruce Peninsula. No changes may be made to bids after they have been received. If more than one (1) tender is submitted by a bidder, the only one considered and opened will be the envelope with the most recent time/date of receipt. Electronically transmitted tenders (i.e. fax or email) will not be considered.

### 1.2 Tender Requirements

The following **must** be completed and submitted with your bid:

- Tender Deposit (10%)
- Agreement to Bond
- Tender Form T-1
- Tender Form T-2
- Tender Form T-3
- Tender Form T-4 – References and Related Experience
- Statement by Bidder
- Addendum(s) (if any)

**The envelope is to include the bidding company name and return mailing address and reference the tender number.**

Bidders are required to prepare their bid in accordance with this tender document, as well as the Town of South Bruce Peninsula's [Purchasing Procedures](#) . The successful bidder will be required to enter into a contract with the Terms and Conditions as set out in the tender.

Bids shall be submitted on our tender form only.

The bidder must submit a tender deposit in the amount of 10% of the total tender. A certified cheque or bank draft, payable to the Town of South Bruce Peninsula, will be the only form of tender deposit accepted. The 10% tender deposit will be returned to the successful bidder upon receipt of the Performance Bond.

Tenders that do not comply strictly with our terms and conditions or bids which are illegible, incomplete, obscure, not properly signed, or made subject to further conditions may be rejected as informal or disqualified by the Town of South Bruce Peninsula.

A bid may be withdrawn any time prior to closing.

The Town does not bind itself to accept the lowest or any tender. Bids must be legible and completed in ink or typewritten with all blanks filled in.

Within the bid submission, if the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.

### **1.3 Insurance**

Upon award of the contract, the successful bidder shall obtain and maintain insurance coverage as outlined below, provided by (an) insurance company(ies) licensed to transact business in the Province of Ontario and of satisfactory financial standing to the Town. Evidence of such insurance shall be provided to the Town in the form of a Certificate of Insurance signed by an authorized signatory prior to the commencement of this Agreement and annually thereafter for the duration of the Agreement and as otherwise specified below:

1. Commercial General Liability insurance policy not less than \$5,000,000 per occurrence, which insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor. This policy shall include:
  - a. The Town of South Bruce Peninsula as Additional Insured
  - b. Cross Liability / Severability of Interests clause
  - c. Contractual Liability
  - d. Minimum thirty (30) day's written notice of cancellation or non-renewal to the Municipality
  - e. Non-owned automobile liability (SPF 6)

The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation. The insurance coverage noted above shall be maintained in force throughout the entire term of the successful bidder's contract agreement.

#### **1.4 Equipment**

The successful bidder shall furnish and maintain all such equipment as is considered necessary for conducting the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe efficient working condition. Equipment used by the successful bidder shall be such that no injury to the workers or property will result from its use. The successful bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and services performed hereunder. The successful bidder shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.

The successful bidder shall be responsible and accept all liability for the licensing, inspections and any compliance with federal, provincial or municipal laws as they pertain to the vehicles to be used. Furthermore, the successful bidder will furnish to the Town any and all vehicle safety certificates on the vehicles to be used under the contract if requested.

Where a vehicle is hauling material for use in the contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the successful bidder shall not cause or permit such vehicle to be loaded beyond the legal limit as specified under the *Highway Traffic Act*, whether such vehicle is registered in the name of the successful bidder or otherwise.

The equipment must be capable of adjustment to suit all operating conditions. Bidders shall make available all equipment for inspection by the Town prior to execution of the contract.

#### **1.5 Bribery or Corrupt Practice**

Should the successful bidder or any of his agents give, or offer any gratuity to, or attempt to bribe or influence any member of the Town Council, officers or servants of the Town, the Town of South Bruce Peninsula shall be at liberty to cancel the contract forthwith or to direct the Town to take the whole or any part of the works out of the hands of the successful bidder under the same provisions as those specified.

#### **1.6 Assignment and Sub-Letting**

Potential bidders should be aware that the successful contractor shall not assign or sublet the contract or any part thereof or any benefit or interest therein or thereunder,

without the written consent of the Town of South Bruce Peninsula.

### **1.7 Employees**

The successful bidder agrees that the Town of South Bruce Peninsula is not to be deemed the employer of the successful bidder nor its personnel under any circumstances whatsoever.

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith give any just cause for complaint, the Town shall notify the successful bidder, in writing, stating the reasons therefore and the successful bidder shall dismiss such persons forthwith and he shall not again be employed by the successful bidder on any Town of South Bruce Peninsula work without the written consent of the Town.

### **1.8 No Smoking Policy**

The successful bidder, as well as their employee(s), must at all times abide by the Town's No Smoking Policy, Policy D.6.1, as well as any and all provincial and federal smoking regulations, when performing the work under the contract agreement.

### **1.9 Working Safely**

The successful bidder shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial Statutes, in accordance with all municipal by-laws and regulations together with any additional safety measures that may be necessary. The successful bidder shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and Occupational Health and Safety Act, and the Ontario Electrical Safety Code as applicable to the scope of work.

The successful bidder shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The successful bidder shall observe and comply with all Municipal and Provincial safety regulations and shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.

The successful bidder must ensure that during the performance of the work of the contract, its personnel are equipped and wear appropriate personal protective equipment: footwear, head protection, etc.

A copy of the Health and Safety Policies of the Town of South Bruce Peninsula is available to the successful bidder upon request. The successful bidder is required to comply at a minimum with the safety standards of the Town of South Bruce Peninsula. The successful bidder shall provide a copy of their own Health and Safety Policy upon request.

The Town of South Bruce Peninsula retains the right to stop the successful bidder's work without penalty to the Corporation if the bidder does not comply with the Occupational Health and Safety Act, and the Health and Safety Policies and Procedures of the Town of South Bruce Peninsula, or creates an unacceptable health and safety hazard.

The successful bidder shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act* or any other *Act*, whether Provincial or Federal, in respect to all his employees or operations and shall, upon request, furnish the Town of South Bruce Peninsula with satisfactory evidence that as, the successful bidder, the provisions of any act have been complied with.

The successful bidder will provide to the Town a WSIB Clearance Certificate or proof of WSIB Independent Operator Status prior to the execution of any contract.

### **1.10 Accessibility Regulations for Contracted Services**

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents

of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

### **1.11 Other Rights**

No tender, proposal, or quotation will be accepted from any person or company which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract without prior approval of Council.

### **1.12 Freedom of Information and Ownership of Documents**

Any personal information required on the quotation forms is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act. This information will be an integral component of the quote submission.

All written quotations received by the Town become a public record and once a quotation is accepted by the Town, all information contained in them is available to the public, including personal information. Bidders may mark any part of their submission as confidential except for the total contract/submission price and the bidder's name. The Town will use its best efforts not to disclose any information so marked but shall not be liable to a bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Town may release the name of the successful bidder and the total bid price of the successful bidder.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, as amended, should be directed to:

Town of South Bruce Peninsula  
Attention: Clerk  
315 George St, PO Box 310  
Wiarton ON, N0H 2T0  
519-534-1400 ext. 122

All documents, including proposals, submitted to the Town of South Bruce Peninsula will become the property of the Town. If bidders desire their quotation submission to be protected from disclosure under the above legislation, please provide a signed letter enclosed with the quotation outlining the part of the submission to be protected. This letter will not guarantee that there will never be disclosure, but it does lay the groundwork for handling an application for disclosure by a third party under this legislation.



### **1.13 Conflict of Interest**

In addition to complying with the conflict of interest provisions, each bidder must declare in its submission any conflict of interest (actual or potential) which exists now or may exist in the future in respect of its participation in the quotation process, the submission of its quotation, and, if selected, the performance of its responsibilities. The Town will determine, in their sole discretion, whether any situation constitutes or may constitute a real or potential conflict of interest and reserves the right, in its sole discretion, to disqualify any bidder.

Bidders must also describe in the quotation, their process for identifying, disclosing, reporting and dealing with conflicts of interest that may arise in the future.

### **1.14 Payments**

Payment by the Town of South Bruce Peninsula to the successful bidder will be made in accordance with the tender submission. Upon completion of the work the successful bidder will submit an invoice to the Town of South Bruce Peninsula. The successful bidder's invoice will set out the unit prices in accordance with the bid submission, and the period of time the invoice covers. Payment by the Town of South Bruce Peninsula to the successful bidder will be made within forty-five (45) days of the date of the delivery of the invoice.

### **1.15 Sales Tax**

The bidder will not include the Harmonized Sales Tax (HST) in the tender prices.

## **Section 2: Specific Conditions**

### **2.1 Pricing**

No alterations, additions or deletions from the accepted tender price will be permitted without the prior written approval of the Town.

### **2.2 Quantities**

The quantities indicated on the tender forms are estimates only and may be subject to change without altering the unit price.

### **2.3 Negotiation**

The Town reserves the right to negotiate with the lowest compliant bidder.

### **2.4 Subcontractors**

- (a) Bidders shall submit a list of their proposed subcontractors containing the names of all of the subcontractors which the bidder proposes to use to perform work under the contract and the division or section of contract work to be completed by each subcontractor.
- (b) Bidders shall ensure that all subcontractors selected and named have experience in the subcontract work described, have submitted their subcontract prices in strict accordance with the bid documents, and that they will execute their work with competence and within the required time frame.
- (c) Bidders shall ensure that all subcontractors submitting bids shall be actively engaged in work of the type described and shall be able to show proof upon request by the Town of previous work of similar nature performed by them.
- (d) Bidders shall not show “Own Forces” in their list of proposed subcontractors, except where the bidder’s intent is to employ the bidder’s own qualified on-staff personnel to perform such work.
- (e) Bidders shall not indicate “TBD” (to be determined) or “TBA” (to be announced) or similar wording and shall not indicate multiple choices of subcontractor names for any subcontractor category in their list of proposed subcontractors. One subcontractor name shall be indicated for each subcontractor category.
- (f) Bidders shall list in their list of proposed subcontractors, all of the subcontractors who will perform work on the project.
- (g) No names, either of subcontractors or “Own Forces” may be changed after submission of the list of proposed subcontractors unless prior written approval is

received from the Town. Such approval will only be considered after receipt by the Town of a written request for the change by the bidder with a full explanation of the reasons for the requested change and a letter from the previously named subcontractor agreeing to withdraw its bid with no consequences to the Town.

- (h) The Town reserves the right to reject a proposed subcontractor for reasonable cause. Upon such rejection, the bidder will be required to propose an alternate subcontractor and to identify any resulting change to the bid price. This change can affect the status of the low bid and may result in a different bid becoming low.

## **2.5 Performance**

Any undue delays and/or costs incurred by the Town due to inefficiencies in performance on behalf of the successful bidder shall be deemed to be the responsibility of that bidder and as such will be deducted from the payment for work and or the performance deposit.

## **2.6 Failure to Perform**

Failure of the successful bidder to perform in accordance within listed specifications will void the contract.

## **2.7 Agreement to Bond**

The bidder shall include with the tender submission an Agreement to Bond form, jointly executed by the bidder and the surety company from which the bonds will be obtained. The successful bidder will be required to submit Performance Surety in the form of a Performance Bond.

## **2.8 Performance Surety**

The successful bidder(s) shall be required to provide and assume all costs for the provision of Performance Surety for the Town of South Bruce Peninsula, prior to the execution of a contract or the issuance of a signed contract agreement. Such surety shall be in the amount of:

**Fifty Percent (50%)**

of the total bid amount and be in the form of an Irrevocable Letter of Credit or a Performance Bond from a Surety Company authorized by law to carry out business in the Province of Ontario and acceptable to the Town.

The Town will retain the Surety of the successful bidder as performance security for the duration of the contract. The contract period will be from award to the completion of work to the satisfaction of the Town.

The Town will access funds from the performance surety any time where damages or additional costs are incurred by the Town and at the discretion of the Town.

## **2.9 Holdback**

All invoicing shall be less a 10% holdback. If a 10% holdback has not been applied to the invoice, the Corporation shall deduct 10% of the invoice for holdback purposes.

The successful bidder shall be responsible to apply for, and publish, (at the successful bidder's expense), a copy of the Certificate of Substantial Performance as per GC 8.02.03.04. Release of said holdback shall be made to the successful bidder after the stipulations as noted within the signed contract have been satisfied.

## **2.10 Guarantee and Warranty**

The successful bidder guarantees and warrants that with ordinary wear and tear the work shall, until the end of the twelve (12) month period of maintenance, remain in such condition as will meet with the approval of the Town. The successful bidder agrees that he will be responsible for expeditious rectification in a manner satisfactory to the Town, and for any related costs of any imperfect work due to or arising from materials, equipment or plant incorporated into or used in the construction, that is discovered by any means at any time during the twelve (12) month period immediately following completion of the project.

The Town shall decide as to the nature, extent, cause of, and responsibility for imperfect work and the necessity for and the method of rectification thereof.

The successful bidder will rectify imperfect work expeditiously and cover the costs of said work and in accordance with the time pre-set or as directed by the Town.

## **2.11 Ontario College of Trades and Apprenticeship Act**

All trades persons shall be certified trade personnel, qualified apprentices or labourers in the respective area of work for which they are employed and provided in proportion to the requirements of the applicable legislative requirements in the Province of Ontario. The Town reserves the right to reject personnel from working on the site that are deemed to be unqualified or inexperienced in the line of work for which they are employed. The Town of South Bruce Peninsula is committed to safer worksites and adherence to health and safety standards.

## **2.12 Daily Activity Logs**

The Town recommends that the successful bidder keep daily activity logs including but not limited to the date of service, maintenance details, weather conditions and any other information deemed to be relevant to protect itself against potential litigation.

The Town requires a standard log form to be completed daily. The form will be brought forward at the pre-construction meeting.

### **2.13 Basis for Payment**

The Town shall reimburse the successful bidder for each unit listed within the Tender.

No allowance shall be made for travel time to and from the job site.

### **2.14 Damage by Contractor**

The successful bidder shall make financial compensation before the end of this contract at his own expense for any damage caused by his work to any material, equipment, and property located on the project.

### **2.15 Tender Selection and Evaluation Criteria**

The acceptance of a tender will be contingent upon, however not limited to, the following considerations:

- Compliance with the Tender process;
- Ability to meet or exceed all specifications and requirements;
- Quoted Price; and
- Ability and Experience.

### **2.16 Inquiries**

Inquiries concerning the **Technical Specifications** are to be directed to:

**Chris Cornfield**  
**Manager of Operations**  
**(519) 534-1400 x 131**

[chris.cornfield@southbrucepeninsula.com](mailto:chris.cornfield@southbrucepeninsula.com)

Inquiries must be received no later than 3:00 pm, two (2) business days prior to closing; otherwise a response may not be provided.

## **Section 3: Scope of Work**

### **3.1 Lakeshore Boulevard North (Schedule 'A')**

The Town of South Bruce Peninsula is requesting bids for the reconstruction of approximately 640 m of Lakeshore Boulevard North from Sixth Street North to King Edward Avenue in Sauble Beach.

#### **Excavation**

The road reconstruction shall include the excavation, load and haul of the existing road surface and base material (approximately 2,750 m<sup>3</sup>) to the Amabel Landfill Site, located at 1249 Sauble Falls Parkway. There will be no cost to the successful bidder for the disposal of the materials. The existing asphalt surface will not need to be separated from the base materials and the entire section can be excavated at one time.

#### **Subgrade and Final Grade Granular**

The successful bidder shall be required to supply, haul, place and compact 300 mm of 2" crushed granular "B" and 150 mm of granular "A" to proposed grade. Full width final grade crossfall shall be at 2%.

#### **Asphalt**

The successful bidder shall be required to supply, haul and place HL-4 asphalt base layer at a depth of 40 mm. Additionally the successful bidder will be required to supply, haul and place a second lift of HL-3 asphalt at a depth of 40 mm.

#### **Granular "A" for Shouldering**

The successful bidder shall supply, place and compact granular "A" on the shoulders of Lakeshore Boulevard North at varying shoulder widths between 0.5m and 1.5m to match existing.

The material is to be applied in such a manner as to prevent any spillage of gravel onto the asphalt. Any material which does spill is to be removed immediately.

#### **Limits of Construction**

Limits of construction and grade will be set by the Town in advance of the reconstruction.

### **3.2 Wiarton Arena Parking Lot (Schedule 'B')**

The Town of South Bruce Peninsula is requesting bids for the excavation and asphalt paving of the Wiarton Arena parking lot.

#### **Excavation**

The parking lot reconstruction shall include the excavation, load and haul of the existing parking lot surface and base material (approximately 380 m<sup>3</sup>) to the Wiarton Works Yard, located at 441048 Elm Street, Wiarton. Hand work will be required around the existing

guard posts along the perimeter of the building. All hand work is required to be included in the overall excavation price.

There will be no cost to the successful bidder for the disposal of the materials. The existing asphalt surface will not need to be separated from the base materials and the entire section can be excavated at one time.

### **Subgrade and Final Grade Granular**

The successful bidder shall be required to supply, haul, place and compact 150 mm of 2" crushed granular "B" and 100 mm of granular "A" to proposed grade. Final grade crossfall shall be set in the field under the direction of Town Staff.

### **Asphalt**

The successful bidder shall be required to supply, haul and place HL-4 asphalt at a depth of 50 mm. Hand work will be required around the existing guard posts along the perimeter of the building. All hand work is required to be included in the overall asphalt price.

### **Limits of Construction**

Limits of construction and grade will be set by the Town in advance of the reconstruction. Town staff will be available in the field to confirm granular and final asphalt grades.

### **3.3 Schedule of Award**

Anticipated Council project award date: **August 20, 2019**. It is the intent of the Town to award the entire contract, both Schedule 'A' and 'B', to one bidder.

### **3.4 Completion of Work**

The following list of dates indicates the required start and completion dates for each schedule:

<b>Location</b>	<b>Schedule</b>	<b>Earliest Start Date</b>	<b>Final Completion Date</b>
Lakeshore Boulevard North	A	September 9, 2019	October 18, 2019
Warton Arena Parking Lot	B	September 23, 2019	October 18, 2019

If this time limit above specified is not sufficient to permit completion of the work by the successful bidder in a standard 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 successful bidder to ensure that the work will be completed within the 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.

Working time shall be charged until the date of final completion at which time all work required under the contract, including a final clean-up is complete.

An extension of time may be granted in writing by the Town in the event of the work being delayed beyond the prescribed time for completion. Such extensions shall be set with fixed terms by the Town. An application for an extension of time shall be made in writing by the successful bidder to the Town at least seven (7) days prior to the above noted date of final completion fixed by the contract. The date of expiry of all bonds or other surety furnished to the Town by the successful bidder shall be extended, at the expense of the successful bidder to at least two (2) months beyond the extended date of completion, and the successful bidder shall furnish the Town with evidence of such extension of the bond or other surety.

In the event of the Town granting an extension of time, time shall continue to be deemed to be the essence of the contract.

### **3.5 Mix Designs**

The successful bidder shall be responsible to prepare asphalt mix designs in accordance with OPSS 310 and OPSS 1150.

#### **3.5.1 Asphalt Cement**

All asphalt within this contract shall use 58-28 Performance Graded Asphalt Cement. A sample shall be provided to the Town if requested.

### **3.6 Confirmation of Material Quantities**

All material weigh tickets delivered to the site as per OPSS 310.09.01.01.01 shall be from certified weigh scales.

The successful bidder agrees to summarize the quantity of weighed material hauled and placed daily and to provide a copy of the summary to the Inspector on site on a daily basis. If loader scales are used for any granular materials, a printed summary of the quantities shall be provided to the Inspector daily.

All material supplied will be subject to acceptance by the Town's inspector(s).



Transitions and transverse jointing as per the typical sections and/or OPSS 310 shall be included in the tendered unit price bid per tonne for hot mix asphalt and shall include all labour, material and equipment to construct the transitions and joints as detailed. Any grinding required for transitions at limits, sideroads and driveways shall be paid at the bid price.

### **3.7 Asphalt Paver**

Asphalt paver must be capable of completing a **five (5) metre wide spread** with one pass.

### **3.8 Paving of Side Roads and Private Entrances**

Paving of side roads and private entrances to match the existing pavement shall be paved as identified in the field and paid per tonne of asphalt under the asphalt item. There will be no additional payment for handwork.

### **3.9 Quality Assurance**

The Town may provide a Quality Assurance Consultant to confirm in-place compaction. Although the Town may be testing compaction, the successful bidder is responsible for all quality control regarding the asphalt placement and compaction.

Quality assurance samples will be taken and packaged by the successful bidder (at times and locations as identified by the Town's inspector on site) as per OPSS 310 Table 6. These samples will be received on site by the Operations Supervisor for the Town.

Samples shall be obtained as per 310.07.05.02 of OPSS 310. Alternative methods of obtaining samples must be approved by the Town.

The successful bidder shall supply granular proctor results to the Town prior to construction.

### **3.10 Traffic Control Signing**

The successful bidder will be responsible for all traffic control and devices in accordance with current Ontario Traffic Manuals. The Town or the successful bidder shall reserve the right to alter, or add to the traffic control plan, for greater safety within the work area. The successful bidder must inform all outside emergency agencies (i.e. O.P.P., Fire, Ambulance, etc.) of any traffic restriction or lane closures the day prior to the actual time of the restriction or closure.

### **3.11 Management of Excess Materials**

All excess materials generated during construction shall be disposed of as per OPSS 180 except where otherwise stated in the contract documents.

### **3.12 Operational Constraint – Access**

All entrance access/egress within the contract limits shall be maintained at all times. The successful bidder shall coordinate any temporary entrance closures with the occupants requiring access to the property. The successful bidder shall advise the onsite Inspector of all arrangements made with the occupants.

### **3.13 Layout of Work Area**

The Town shall be responsible for all layouts of grades and alignments in areas of full reconstruction.

### **3.14 Location and Storage of Material and Equipment**

Materials and equipment shall not be stored within 4.0 m of the traveled portion of any roadway.

Notwithstanding the foregoing, the successful bidder shall, at the successful bidder's expense, remove any vehicle, equipment or material which, in the opinion of the Town constitutes a hazard or obstruction to maintenance operations.

### **3.15 Hours of Work**

All work shall be carried out during normal dawn to dusk daylight hours. No work shall take place on weekends or statutory and civic holidays without written consent of the Town. The successful bidder shall cease operations and have the roadway fully opened to traffic by 2:00 p.m. the Friday of any long weekend.

### **3.16 Work Schedule**

The successful bidder agrees to submit to the Town the asphalt mix design and a construction schedule of operations indicating the proposed method of construction and sequence of work and the time the successful bidder proposes to complete the various items of work within the time specified in the contract documents a minimum of one (1) week prior to construction. An updated schedule outlining any changes shall be provided at the weekly meetings. The successful bidder will confirm commencement of construction 72 hours prior to arrival on site. The successful bidder shall commit to the following meetings:

- A pre-construction meeting to confirm all issues are clarified prior to construction;

- Weekly (regular workday to be firmed up at the pre-construction meeting) site meetings to review the status of the schedule, updates to schedule, address any extras and review the status of overall contract progress;
- A final walkthrough of the site to identify any deficiencies and/or repairs required.

### **3.17 Maintenance of the Work Area**

The successful bidder shall maintain the roadway as detailed in section GC 7.07 of OPSS Municipal 100. In addition to those requirements, the successful bidder shall supply the Town with an emergency contact person who will be available 24 hours a day to respond to any maintenance situation that requires a response from the successful bidder to keep the site open to traffic in a safe and passable condition. The successful bidder will check the condition of the work site a minimum of one time on any weekend during the duration of the contract and additional times if inclement weather occurs. Response to any maintenance issues/requirements that arise shall be made within four (4) hours of notification by the Town or their representative. Examples of maintenance requirements are: blading of the roadway to rectify potholing; repair of washouts as a result of storm events; applying water for nuisance dust control.

### **3.18 Payment Adjustment for Changes in the MTO Performance Graded Asphalt Cement Price Index – Appendix 310-B**

Appendix 310-B is invoked for all schedules contained in the tender document.

### **3.19 Liquidated Damages**

It is agreed by the parties to the contract that in case all work called for under the contract is not finished within the specified number of working days, damage and/or inconvenience will be sustained by the Town.

Therefore, the successful bidder shall pay the Town a sum of one thousand dollars (\$1,000) per day for liquidated damages for each and every day beyond the working days specified. The successful bidder will also pay the Town one thousand dollars (\$1,000) per day for each day beyond the final completion date.

## Section 4: General and Standard Specifications and Drawings

All limits to be field verified and marked in field.

**Note: All specifications used shall be municipally oriented or municipal and provincial common, with exceptions as noted below.**

OPSS	Date	
100	Nov 2006	OPS General Conditions of Contract
102	Oct 1992	Weighing of Materials
127	April 2015	Schedule of Rental Rates for Construction Equipment
128	April 2006	Supply of Pre-Qualified Material and Products
180	Nov 2011	Management of Excess Materials
206	Nov 2013	Grading
301	Nov 2009	Restoring Unpaved Roadway Surfaces
305	Nov 2008	Granular Sealing
310	Nov 2012	Hot Mix Asphalt
311	Nov 2009	Asphalt Sidewalk, Driveway, Boulevard and Sidewalk Resurfacing
314	Nov 2015	Untreated Granular, Subbase, Base, Surface, Shoulder, and Stockpiling
<b>PROV 330</b>	Nov 2014	In-Place Full Depth Reclamation of Bituminous Pavement and Underlying Granular (Pulverizing)
401	Nov 2015	Trenching, Backfilling and Compacting
491	Nov 2015	Preservation, Protection and Reconstruction of Existing Facilities
492	Nov 2010	Site Restoration Following Installation of Pipelines, Utilities and Associated Structures
501	Nov 2014	Compacting
506	Nov 2013	Dust Suppressants
510	Nov 2014	Removal
511	Nov 2013	Rip Rap, Rock Protection and Granular Sheeting
706	Nov 2010	Traffic Control Signing

<b>OPSS</b>	<b>Date</b>	
801	Nov 2010	Protection of Trees
805	Nov 2015	Temporary Erosion and Sediment Control Measures

<b>OPSD</b>	<b>Rev.</b>	
210.070	3	Granular Sealing
219.110	2	Light-Duty Silt Fence Barrier
219.180	2	Straw Bale Flow Check Dam

## **Section 5: Special Provisions**

### **5.1 Asphalt**

Asphalt shall be supplied, placed and compacted at crossfalls as directed by the Town. All sideroads and paved entrances shall be transitioned to meet existing.

The successful bidder shall grade new or existing granular material up to the new edge of pavement prior to opening adjacent pavement to traffic as per the requirements of OPSS 314.07.03.

The use of an MTV is required, and the spreader speed shall be coordinated to plant production as to keep the spreader moving.

Also included in the bid price for this item shall be all labour, material and equipment to construct joints at all paving terminations as detailed under OPSS 310.

### **5.2 Granular “A” and “B” for Excavated Platform**

The successful bidder shall supply, shape and compact granular “A” and “B” across the excavated platform. Granular “A” and “B” material placement will be required to meet paving grades and/or crossfalls as specified by the Town.

The successful bidder shall document and submit to the Inspector on site for approval, grade checks at staked layout locations.

Differences in crossfall shall not differ longitudinally by more than 0.5% of the design crossfall over 20 m.

All grades shall be consistent with tolerances as outlined under 301.07.03.02.

Placement, grade and compact granular “A” material must ensure a smooth transition at all granular entrances.

### **5.3 Granular “A” for Shouldering**

Supplying, placing and compacting granular “A” on the shoulders of Lakeshore Boulevard North at varying shoulder widths between 0.5m and 1.5m to match existing.

The material is to be applied in such a manner as to prevent any spillage of gravel onto the asphalt. Any material which does spill is to be removed immediately.

### **5.4 Equipment**

The spreading equipment must have the capability of placing the granular “A” on the shoulders to the specified width and in such a manner as to achieve a 4% crossfall

sloping away from the edge of the pavement after the material has been compacted.

The equipment must have the capability of achieving this in a single pass.

The Town will accept a tolerance of finished crossfalls between 3% to 5%.

If shoulder crossfalls do not fall within the tolerance, they will be corrected at the successful bidder's cost.

Crossfall checks shall be supplied to the Town at the end of operations on a daily basis on form 314-1 from OPSS 314.

All costs for labour, equipment required to complete the work as detailed above are to be included in the unit bid price for the supply and placement of granular "A" item.

### **5.5 Grading**

Any defects in the surface of the freshly placed granular "A" must be corrected by the end of each day's operation.

All costs for labour, equipment required to do the above noted grading are to be included in the unit bid price for the supply and placement of granular "A" item.

### **5.6 Driveways and Entrances**

The successful bidder must ensure that there is a smooth transition from the newly placed shoulder gravel to the adjacent driveways and entrances. This may be achieved in some locations by finish grading only. Other locations may require the placement of additional gravel and finish grading.

The acceptance of these driveways will be at the discretion of the Town and be completed by no later than the contract completion date.

All costs for equipment, labour, and material to do this work are to be included in the unit bid price for the supply and placement of the granular "A" item.

### **5.7 Compaction**

The Town representative reserves the right to direct the successful bidder to do compaction tests on the newly placed granular "A" if there is any doubt that the material is not being compacted properly.

All costs for this compaction testing will be borne by the successful bidder.

## Section 6: Drawings

### Schedule 'A' – Lakeshore Boulevard North

Limits of Construction and Intersection Details for Excavation and Asphalt Placement



Figure 1: Lakeshore Blvd N and Sixth St N



Figure 2: Lakeshore Blvd N and Eighth St N

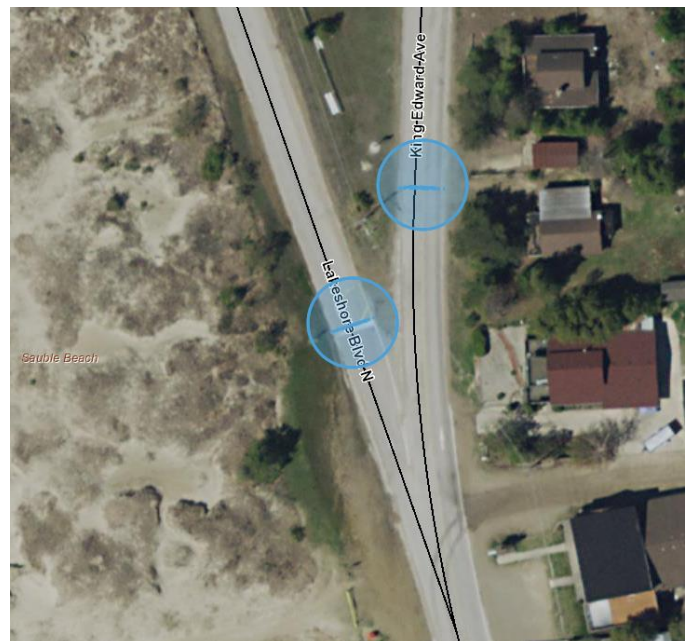


Figure 3: Lakeshore Blvd N and King Edward Ave



**Schedule 'B' – Warton Arena Parking Lot**

Limits of Construction and Details for Excavation and Asphalt Placement



## Tender Form T-1 Schedule 'A'

<b>Lakeshore Boulevard North</b>					
From Sixth Street North to King Edward Avenue					
640 m Road Reconstruction and Hot Mix Paving					
<b>Item No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Bid Price (excl. HST)</b>
1	Excavate, Load and Haul Existing Road Base	m <sup>3</sup>	2,752	\$	\$
2	Supply, Place and Compact Granular 'B'	Tonne	3,960	\$	\$
3	Supply, Place and Compact Granular 'A'	Tonne	1,980	\$	\$
4	Supply and Place HL-4 Asphalt Base (40 mm)	Tonne	544	\$	\$
5	Supply and Place HL- 3 Asphalt Top Lift	Tonne	544	\$	\$
6	Supply, Place and Compact Granular 'A' for Shouldering	Tonne	230	\$	\$
7	Traffic Control / Signing	Lump Sum	100%	Insert Total Only	\$
<b>Total Schedule 'A' – Lakeshore Blvd. (Excluding HST)</b>					\$

## Tender Form T-2 Schedule 'B'

<b>Wiarion Arena Parking Lot</b>					
526 Taylor Street, Wiarion, ON					
Approximate area: 1,280 m <sup>2</sup>					
<b>Item No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Bid Price (excl. HST)</b>
1	Excavate, Load and Haul Existing Parking Lot Base	m <sup>3</sup>	386	\$	\$
2	Supply, Place and Compact Granular 'B'	Tonne	470	\$	\$
3	Supply, Place and Compact Granular 'A'	Tonne	308	\$	\$
4	Supply and Place HL-4 Asphalt (50 mm)	Tonne	160	\$	\$
7	Traffic Control / Signing	Lump Sum	100%	Insert Total Only	\$
<b>Total Schedule 'B' – Wiarion Arena Parking Lot (Excluding HST)</b>					\$

### Tender Form T-3

<b>Tender 19-24 Reconstruction of Lakeshore Blvd N and Asphalt Paving</b>	<b>Total Bid Price (Excluding HST)</b>
Total for Tender Form T-1 – Schedule ‘A’ Lakeshore Boulevard North	\$
Total for Tender Form T-2 – Schedule ‘B’ Warton Arena Parking Lot	\$
<b>Total of Schedule A and B</b>	<b>\$</b>

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder’s Initials

Subcontractors: Enclose a list of any sub-contractors for work being performed; the Town reserves the right to approve or reject any/all sub-contractor(s)

## Tender Form T-4

### References and Related Experience

Please provide at minimum, three (3) references of municipalities that your company has provided similar services in the past. References will be equal or greater in value and service requirements outlined in this tender call. Bidders shall obtain permission from the references provided to use their names; the Town may contact any/all references provided. Failure of bidders to provide these references will invalidate the bid.

Description of Project/Contract	Municipality, Contact Name and Phone Number	Value of Contract	Year and Month of Contract

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bidder's Initials



### Statement by Bidder

Bid Document Name: **Reconstruction of Lakeshore Boulevard North and Asphalt Paving**

Bid Document Number: **19-24**

Bidder Company Name: \_\_\_\_\_

Bidder Company Address: \_\_\_\_\_  
\_\_\_\_\_

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Position