



The Corporation of The Township of Perry

**Tender 2018-05 to Provide Road Work- Emsdale Road
Router and Crack Seal
Preparation of Road Surface and Application of Type III
Slurry Seal and Line Painting**

Tender Closing at: 3:00 p.m., Wednesday June 13, 2018

Tender Opening at: 3:30 p.m., Wednesday June 13, 2018

Sealed tenders clearly marked **Tender: 2018-05 Road Work**
will be received by the undersigned, presented on forms contained in this document to:

Township of Perry
Attn: Kim Seguin Treasurer
PO Box 70
1695 Emsdale Road
Emsdale, ON P0A 1J0

Lowest or any tender not necessarily accepted

Please note that faxed or E-mailed tenders are not acceptable

TENDER FOR ROAD WORK

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

A certified cheque or bank draft, made payable to the Township of Perry in the amount of 10% of the total tender, must be submitted with the tender, for deposit purposes. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this tender.

Deposit cheques of unsuccessful bidders will be returned within fifteen (15) calendar days of the tender opening. The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.

It is agreed that the quantities are estimated only and may be increased or decreased by the municipality without alteration of the price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality, this form becomes the "Agreement for the Performance of Work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of ninety (90) calendar days following the date of opening.

I/We (the Contractor) promise to perform the work without undue delay, the work to be complete by:

Name of Individual or Firm
hereafter referred to as the "Contractor":

Address: _____

Signature of Person
with signing authority for Firm: _____

Date: _____

Office of Person Signing for Firm: _____

Witness or Firm Seal: _____

TENDERING PROCEDURES

1. All inquiries concerning the tender, prior to closing, shall be directed in writing via email to: Kim Seguin, Treasurer, email: kim.seguin@townshipofperry.ca
2. Acceptance notification will be by written form of notice to the address of the Contractor used on the bid forms. The date of acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter or by printer.
2. Tender must be in possession of the municipality by the closing date and time.
3. Tender must be on the municipal bid form provided.
4. Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
5. Tender must not be restricted or modified in any way.
6. Tender must include a deposit as specified.

BASIS OF PAYMENT

Payment at the Contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and materials, (except as otherwise provided in the tender), necessary to complete the work to the satisfaction of the municipality.

COMPLETION DATE

The Contractor shall complete the work by September 14, 2018.

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the work.

BIDS

Contractors may submit a bid for all items within the Tender or may submit for only specific items within the Tender. The complete tender consisting of the following items to be bid:

- | | |
|---------|------------------------------------|
| ITEM 1. | EMSDALE ROAD ROUTER AND CRACK SEAL |
| ITEM 2. | EMSDALE ROAD TYPE III SLURRY SEAL |
| ITEM 3. | LINE PAINTING |

ITEM 1. EMSDALE ROAD ROUTER AND CRACK SEAL

Must be completed in conformance with OPSS MUNI 341 April 2018

Starting point: Lat: 45.527971, Lon: -79.320566, Scotia Road intersection north termination of apron

End Point: Lat: 45.514203, Lon: -79.307282, Intersection of Star Lake Road and Emsdale Road approximately 18m south of the centre of the intersection

Routing existing cracks up to 20 mm in width and cleaning and sealing routed and un-routed cracks in hot mix asphalt pavements with hot poured rubberized asphalt sealant compound. Approximately 1,200 linear meters.

Crack sealant shall be hot poured rubberized asphalt sealant according to OPSS 1212.

EQUIPMENT

Router

All routing equipment shall consist of mechanical routers capable of continually creating well-defined right-angled routs and keeping the rout centreline within 8 mm of the centre of the crack and providing a rout width of 40 to 50 mm and a depth of not less than 8 mm. For surfaces that are to be overlaid with hot mix as part of the Contract, rout geometry of 20 x 20 mm shall be used. Such capability shall be demonstrated to the Contract Administrator prior to its use.

When the Contractor cannot demonstrate to the satisfaction of the Contract Administrator that a router is capable of maintaining the specified dimensions and shape of the rout, the Contractor shall then adjust or replace as many cutters in the router's cutting head as necessary until the dimensions and shape of the rout again meets the specification requirements.

Heating Kettle

The heating kettle for joint sealant compound shall be a double boiler oil heat transfer type with built in agitator and equipped with thermometers to measure the temperature of both heat transfer oil and the sealing compound. The heating kettle shall be equipped with a spigot. The heating kettle shall have automatic thermometric controls that will prevent overheating of the sealant.

Hot Compressed Air Lance

The hot compressed air lance shall have a discharge air temperature of approximately 500°C ±100°C and an air velocity greater than 1,000 m/s.

CONSTRUCTION

Cracks shall be routed, cleaned, and sealed or cleaned and sealed as specified in the Tender Documents.

Crack Routing

Cracks up to 20 mm in width shall be routed to the dimensions as specified in the Contract Documents. All other cracks up to 20 mm in width discovered at the time of routing shall be routed with the exception of any alligator and map cracking. The routing of all transverse and skewed cracks shall be terminated within 25 mm of the pavement edge. Two or more cracks shall not be joined by routing through uncracked pavement or routed in areas where a crack does not exist. Cracks greater than 20 mm in width do not require routing.

Sealant Preparation

The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for

application. Temperature gauges for both the heating oil and sealant on the kettle melter shall be properly calibrated at all times. On a daily basis, the heating kettle is to be completely discharged prior to it being charged. The initial charge of the kettle with sealant shall be carried out in the presence of the Contract Administrator at a location acceptable to both the Contract Administrator and the Contractor. The temperature of the sealant shall be monitored and recorded with the applicable date and time. The temperature records shall be made available to the Contract Administrator upon request.

Cleaning of Routed and Un-routed Cracks

Immediately prior to placing the sealant compound, all routed and un-routed cracks shall be cleaned and dried using a hot compressed air lance. Before sealant application, all loose debris from the routing and cleaning operation shall be completely removed from the road surface. All moisture, debris, and loose fractured aggregate shall be removed from the routed and un-routed cracks immediately prior to the time the sealant compound is being placed.

Placing Sealant

Immediately following the cleaning of routed and un-routed cracks, the sealant compound shall be placed using either a manual pouring cone filled from a spigot located on the heating kettle itself, or by using a hose and wand fitted with the proper sized tip that allows the sealant to be pumped directly from the heating kettle into the routed or un-routed crack. The tip of the cone or wand shall be placed to the bottom of the crack to ensure uniform application.

For pavements that are to be overlaid with hot mix, all routed and un-routed cracks shall be filled with sealant so that, upon complete cooling, the top of the sealant is 4 to 6 mm below the adjacent pavement surface. For all other pavements, all routed and un-routed cracks shall be filled with sealant so that, upon complete cooling, the sealant is no more than 1 mm below the adjacent pavement surface. A squeegee, with its bottom edge trimmed to form the specified dimensions of the finished sealant surface after cooling, shall be used to strike off the sealant after it is poured into the routed or un-routed crack. The sealant shall be struck off starting from the low side and working towards the high side of the pavement surface.

In order to maintain the sealant surface dimensions, the sealant shall be topped up and struck off again prior to being dusted. Sealant compound damaged by construction traffic or the Contractor's operation shall be replaced.

Sealant Dusting

Where traffic is to be maintained during crack sealing, the surface of the sealant shall be dusted with Portland cement or alternative materials acceptable to the Contract Administrator prior to allowing traffic on the sealed roadway.

ITEM 2. EMSDALE ROAD TYPE III SLURRY SEAL OPSS.MUNI 337 NOVEMBER 2017

Starting point: Lat: 45.527971, Lon: -79.320566, Scotia Road intersection north termination of apron

End Point: Lat: 45.514203, Lon: -79.307282, Intersection of Star Lake Road and Emsdale Road approximately 18m south of the centre of the intersection

Prepare road surface and application of Type III Slurry Seal on Emsdale Road length and width. To be place on driving lanes at roughly 7.5m width plus apron to Hwy 518.

Application of approximately 16,500m² of Type III Slurry Seal in conformance with OPSS.MUNI 337 Nov 2017. This specification covers the requirements for slurry seal and includes all surface preparation, material application, handwork, joints, protection while curing, and clean up.

ITEM 3. LINE PAINTING OPSS 710 NOVEMBER 2010

Starting point: Lat: 45.527971, Lon: -79.320566, Scotia Road intersection north termination of apron

End Point: Lat: 45.514203, Lon: -79.307282, Intersection of Star Lake Road and Emsdale Road approximately 18m south of the centre of the intersection

For the application of pavement markings onto bituminous pavement as follows:

- 3900m Solid white edge lines markings to delineate the outside edges of the traveled pavement.
- 1950m of Solid yellow directional diving line to designate the portion of the two-way roadway available for traffic traveling in each direction.
- Turn Lane onto Hwy 518 East: Channelizing pavement marking for right turn lane as shown in Figure 27 Ontario Traffic Manual Book 11 Markings and Delineation March 2000.

AWARD

The Township reserves the right to award by item, or part thereof, a group of items, or parts thereof, or all items of the Tender, and to award contracts to one or more Tenderers; to reject any and all proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interest of the Township will be served.

The Township reserves the right to make awards within thirty (30) days from the date Tenders are opened, unless otherwise specified in the Tender, during which period proposals shall not be withdrawn unless the Tenderer distinctly states in his Tender that acceptance thereof must be made in a shorter specified time.

A Tenderer must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Tender. Lowest bid not necessarily accepted.

PAYMENT TERMS

Payment will be made in response to the Contractor's invoice in accordance with the tender price. This payment will be made when all work has been completed to the satisfaction of the Township of Perry. Payment to the Contractor shall be verified from measurements taken and recorded by the Township of Perry Manager of Public Works.

The Township shall retain a Holdback payment of ten percent (10%) of the total invoiced amount. Release of the Holdback shall be made after forty-five (45) calendar days from the date of completion of the work as verified by the Township of Perry Manager of Public Works, but subject to the provisions of the Construction Lien Act RSO 1990, and the submission by the Contractor of the following documents:

- A release shall be provided by the Contractor in a form satisfactory to the Township of Perry, releasing the Township from any claims relating to the Contract, qualified by stated exceptions, where appropriate.
- A statutory declaration shall be provided in a form satisfactory to the Township of Perry, that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the work have been discharged, qualified by stated exceptions where appropriate, and a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.

CONTRACTORS TO INVESTIGATE

Contractors must satisfy themselves by personal examination of the Township road system in order to assess the methods and general requirements of the work.

GOODS AND SERVICES TAX

Unit and/or lump sum prices shall not include the Harmonized Sales Tax.

VARIATION OF QUANTITIES

Due to budgeting constraints the quantity of work may be adjusted dependent upon the tendered unit prices. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in the Form of Tender.

CONTRACTORS EXPERIENCE, ABILITY, CAPITAL AND PLANT

The Township expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, capital and plant to enable them to prosecute and complete the contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

In order to aid the Township in determining the responsibility of each Contractor, the following statements are required and included as part of the Form of Tender:

Statement "A": Stating the Contractor's experience in similar work that was successfully completed.

Statement "B": Giving the name and address of each proposed Subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

Statement "C": List of Suppliers.

STATEMENT "A" – Contractor's experience for references

STATEMENT "B" – List of Subcontractors

STATEMENT "C" – List of Suppliers

REFERENCES

Wherever in this document reference is made to the General Conditions, it shall be interpreted as meaning the Ontario Provincial Standards Specifications (OPSS) for roads & public works. General Conditions of Contract, Nov 2016. The OPSS 100 Nov 2016 General Conditions and supplementary General Conditions have not been reproduced as part of this document. It will be the Contractor's responsibility to obtain current copies of those documents.

PRICING REQUIREMENTS

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. to the point specified therein.

All prices tendered shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. The prices shall *not* include Harmonized Sales Tax.

LOADING OF MOTOR VEHICLES

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

DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Township, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Township's Manager of Public Works, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment; or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Township's Manager of Public Works.

SPILLS REPORTING

Spills or discharge of pollutants or contaminants under the control of the Contractor or discharges are a result of the Contractor's operations that cause or are likely to cause adverse effects shall be reported to the Township's Manager of Public Works. Such spills or discharges and their adverse side effects are defined in the Environmental Protection Act R.S.O. 1990.

INSURANCE REQUIREMENTS

The Contractor covenants and agrees to indemnify and save harmless the Township from and against any and all claims for loss, costs, damages, and/or compensation and legal expenses the Township may incur as the direct or indirect result of the work operation described herein being carried out by the Contractor. The Contractor shall secure and maintain at his expense during the duration of this contract, general comprehensive liability insurance in an amount not less than five million dollars (\$5,000,000.00) per incident, naming the Township of Perry as named insured and contain a cross-liability endorsement.

The Contractor shall deliver, within ten (10) calendar days of receiving the acceptance notice, a

certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, in the form of a certificate from his insurance company.

The Contractor shall also deliver, within ten (10) calendar days of receiving the acceptance notice, certificate of clearance from the Workplace Safety and Insurance Board.

Failure to provide either proof shall result in cancellation of the contract and forfeiture of the bid deposit.

DEFAULT BY CONTRACTOR

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Township may terminate the contract without notice.

If the Contractor fails to comply with any request, instruction, or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws, or directives of relevant authorities relating to the work; or fails to execute the work with the required skill and diligence; or assigns/sublets the contract or any portion thereof without the Townships written consent; or refuses to correct defective work; or is otherwise in default carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case the Township may terminate the contract upon expiration of ten (10) days from the date of written notice to the Contractor.

Any termination of the contract by the Township, as aforementioned, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the contract, it is entitled to:

- Take possession of all of the work in progress and finish the work by whatever means deemed appropriate under the circumstances;
- Withhold any payment to the Contractor until its liability to the Township is ascertained;
- Recover from the Contractor any loss, damage, and/or expense incurred by the Township by reason of the Contractor's default, which may be deducted from any monies due or becoming due to the Contractor, and any other balance to be paid by the Contractor to the Township.

CONTRACTOR'S DISCHARGE OF LIABILITIES

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred for labour, materials, or services used or reasonably required for use in the performance of this contract on the date upon which each becomes due. The Contractor shall furnish the Township with a Statutory Declaration providing confirmation that his liabilities and those of the Subcontractors, as aforementioned, have been discharged and this shall include a certificate(s) from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing in the books of the board.

No payment to which the Contractor is otherwise entitled under this contract shall be due and payable to him so long as he or any Subcontractors are in default under this section. Upon such default occurring, the Township may, in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his surety,

withhold payment of the whole or any part of any such liability of the Contractor. Interest will not be paid on any such finds withheld.

CONTRACT TIME AND LIQUIDATED DAMAGES

It is agreed by the parties to this contract that in the event that all the work called for under the contract is not completed by the date specified, or as extended by the Township of Perry, a loss or damage will be sustained by the Township. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Township will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Township the sum of five hundred dollars (\$ 500.00) as liquidated damages for each and every calendar day delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period in excess of the prescribed date for completion.

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall execute the terms of the contract in strict compliance with the requirements of the Occupational Health and Safety Act, RSO 1990, c.0.1 (the Act) and Ontario Regulation 213/91 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the work, as the Contractor or Employer, as the case may be.

Worker safety is given first priority in planning, pricing and performing the work. Its officers and supervisory employees have a working knowledge of the duties of a Contractor and Employer under the Act and the provisions of the Regulations applicable to the work, and a personal commitment to comply with them. Workers employed to carry out the work possess the knowledge, skills, and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety. Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers.

All Subcontractors employed by the Contractor to perform part of the work and their employees are properly protected from injury while carrying out their associated duties. The Contractor shall cooperate with representatives of the Township and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the work. The contractor shall identify and save the Township from any additional expense which may be incurred to have the work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

PROTECTION OF THE PUBLIC AND TRAFFIC

All traffic control procedures and devices shall conform to the requirements of the following references:

- The Ministry of Transportation-Traffic Control Manual for Roadway Operations
- The Ministry of Transportation-Ontario Traffic Manual
- Canadian Government Specification Standard 62-GP-11, as amended, Reflective Materials and Surfaces

The Contractor will be responsible for maintaining one lane of vehicular traffic. Barricades, warning signs, lights, and all necessary detour signs within the limits of the Contract shall be maintained throughout the course of the work, all at the expense of the Contractor and to the satisfaction of the Township of Perry.

Materials and equipment shall not be stored within 4m of the travelled portion of the roadway. In addition, the Contractor shall, at his own expense, remove any equipment or material which the Township constitutes a traffic hazard.

TRAFFIC PROTECTION PLAN AND MEASURES

The Contractor shall prepare detailed procedures for addressing the traffic protection requirements of the Occupational Health and Safety Act and Ontario Regulations for Construction Projects, Ontario Regulation 213/91 as amended by 143/99, 175/99 and 145/00 and they shall be provided to the Contractors' workers and the Township of Perry.

The procedures must include protection for the Township of Perry personnel involved in surveying or inspection operations of the contract. The Contractor shall have competent workers trained in the installation and removal procedures of roadside operations, as provided for in the Ontario Traffic Manual Publication-Book 7.

CONTRACT

The signing of this Tender for and on behalf of the Township shall constitute a binding contract between the Township and the Tenderer signing below.

Receipt of the goods, materials, equipment, work or service shall not waive any of the terms and conditions hereof. Defective goods, materials or equipment will be returned at the supplier's risk and expense.

Failure to deliver and/or complete within the times set out within this document, shall entitle the Township to cancel this Tender without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

Time is to be of the essence of this Tender.

EMSDALE ROAD
ROUTER & CRACK SEAL
TYPE III SLURRY SEAL
LINE PAINTING

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Router and Crack Seal all cracks greater than 5mm in width and less than 20mm				
2	Prepare Existing Road surface and application of Type III Slurry Seal	m ²	16,500		
3	Line Painting				

Tender Price: \$ _____

HST: # _____ \$ _____

TOTAL TENDER: \$ _____

I/We agree that this offer shall remain open for acceptance until the formal notice of award has been executed by the Township to successful Contractor for the said work or until ninety (90) calendar days after the said opening, whichever event first occurs; and that the Township may, at any time within that period and without notice, accept this Tender whether any other Tender has previously been accepted or not.

I/We agree that acceptance of this tender by the Council of the Township of Perry shall constitute the awarding of the Contract and the Tender documents become the contract.

I/We hereby agree that notification of acceptance of this Tender shall be in writing.

Name of Signing Authority for Contractor:

(Please Print)

Position: _____

Signature: _____

Witness: _____

Label Sheet: Attach This Label Sheet to the Front of Your Tender Envelope/Package Submission

Tender

To be Returned to:

**Township of Perry
Attn: Kim Seguin Treasurer
P.O. Box 70 1695 Emsdale Road
Emsdale, ON, POA 1J0**

**Tender 2018-05
Tender to Provide Road Work- Emsdale Road
Router and Crack Seal
Preparation of Road Surface and Application of Type III
Slurry Seal and Line Painting**

Tender Closing at: 3:00 p.m., Wednesday June 13, 2018

Bidders' Name: _____

Address (including Postal Code): _____

***For Township Use
Only: Date and Time
Received:***

Note: This address label/sheet must be affixed to the front of your sealed Tender envelope or package submission. The Township of Perry will not be held responsible for envelopes or packages that are not labeled.