

SEALED QUOTES FOR SURFACE TREATMENT WILL BE RECEIVED BY:

The Corporation of the Municipality of Powassan 250 Clark Street, PO Box 250 POWASSAN, ON, POH 1Z0

TENDER NUMBER: 2019-03

SURFACE TREATMENT

| TENDER CLOSING DATE AND TIME: | 2:00 P.M. LOCAL TIME June 18, 2019 |
|-------------------------------|---|
| TENDER OPENING TIME: | 2:35 P.M. LOCAL TIME June 18, 2019 To be awarded at the council meeting of June 18, 2019 |
| QUOTE FOR: | The pulverizing of existing surface treatment, placement of granular 'A', reshaping for roadway crown, compaction of pulverized reshaped materials, and the supply and placement of Single and double surface treatment. |

This complete tender package must be submitted in a sealed envelope, clearly marked "Surface Treatment" Tender: 2019-03 LOWEST OR ANY QUOTE NOT NECESSARILY ACCEPTED

Location Of Work:

The locations of work are to be:

- Sweezey Street Trout Creek; from Hwy 522B to end, approx. 680m.
- Corkery Street Trout Creek; from McCarthy Street to McDonald St, approx. 410m.
- McDonald Street Trout Creek; from Sweezey Street to end, approx. 150m.
- Barrett Street; from 522/Main Street W to Morrison Street, approx. 100m.

Schedule of Contract Documents:

- 1. The following information for bidders
- 2. The following Special Provisions
- 3. Bid Form
- 4. Appendix A-Typical Cross Sections
- 5. Appendix B-Arial View of Construction Limits
- 6. Standards OPSS.MUNI 100, OPSS 206, OPSS.MUNI 304, OPSS 330, OPSS 314, OPSS 501, OPSS.MUNI 1006, and OPSS.PROV 1103 (These forms are not attached hereto).

General Information:

All inquiries concerning the tender, prior to tender closing shall be directed to:

Codey Munshaw, Public Works Engineer Municipality of Powassan Box 250, 250 Clark Street, Powassan ON P0H 1Z0 Telephone 724-2813 ext. 202 or 705-491-1749/Fax 724-5533 Email: cmunshaw@powassan.net

For the purpose of this document a company conducting work for the Municipality of Powassan, will hereby be referred to as a "Contractor".

The Contractor will submit their sealed Tenders by traditional mail/drop-off at the previously stated Municipal building before Tender closure.

A Contractor may amend their Tender at any time prior to the set closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post Tender closure. A Tender may be voided by superseding it with a later Tender or letter of withdrawal, prior to the closing date and time.

Any and all Tenders that are received after the quote closing date/time, will be rejected by the Municipality. Any and all unsigned Tenders will be deemed unacceptable, and will be rejected by the Municipality.

Notification of Acceptance of Tender will be by telephone and 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 the Contractor receives the Notification of Acceptance.

Project Details:

The work shall consist of: pulverization to the full depth of existing surface treatment, application of 50-75mm of granular 'A' (quarried), reshaping and compaction of roadway to ensure a minimum of 4% crown (See Appendix A-Typical Cross Sections), and application of double surface treatment (as per OPSS.MUNI 304).

Double surface treatment shall use HF 150S emulsion (as per OPSS.PROV 1103), and shall use Class 2 aggregate (as per OPSS.MUNI 1006). The Contractor shall provide the Public Works Engineer with their emulsion and aggregate application rates for approval prior to commencement of work. No work shall commence until the Contractor has received approval from the Public Works Engineer. Double surface treatments shall be in compliance with OPSS 304.

Single surface treatment shall use HF 150S emulsion (as per OPSS.PROV 1103), and shall use Class 2 aggregate (as per OPSS.MUNI 1006). The Contractor shall provide the Public Works Engineer with their emulsion and aggregate application rates for approval prior to commencement of work. No work shall commence until the Contractor has received approval from the Public Works Engineer. Single surface treatments shall be in compliance with OPSS 304. Single surface treatment will be placed over existing surface treatment where shown on the Aerial View of Construction Limits. The Contractor shall ensure that the existing surface treatment is swept and clear of debris, prior to surface treatment application.

Locations of work shall be:

- Sweezey Street in the Town of Trout Creek; from Hwy 522B to end, approx. 680m
- Corkery Street in the Town of Trout Creek; from McCarthy Street to McDonald St, approx. 410m
- McDonald Street in the Town of Trout Creek; from Sweezey Street to end, approx. 150m
- Barrett Street in the Town of Trout Creek; from 522/Main Street W to Morrison Street, approx. 100m.

Approximate construction limits are identified in Appendix A & B, however the start and end limits will be confirmed on site after contract has been awarded.

To be completed by AUGUST 23, 2019

Material extraction must be from a valid licensed industrial pit or quarry. It is the responsibility of the bidder to ensure proper operations and licensing. Name of pit/quarry product is to be taken from ______. A copy of Aggregate Resources Act License for source of material must accompany tender.

The quantities listed in the tender form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price, please refer to the Bid Form for quantities.

The Contractor shall perform his/her work in such a way to cause the least possible inconvenience to the travelling public and shall provide all necessary warning signs and flagmen or other protective and/or warning devices as required by Ontario Traffic Manual-Book 7.

The work shall be completed during **daylight** hours only.

For the unit price bid, the Contractor shall supply all materials, labour, tools, equipment and all other things necessary to complete the work in accordance with these contract documents and to the satisfaction of the Municipal Public Works Engineer or his representative.

Payment:

Measurement for payment shall be as follows: Granular 'A' shall be paid in tonnes per truck, Full depth pulverization shall be paid in square meters (m²), and Double Surface Treatment shall be paid by the square meter (m²). Measurement and ticket for each load will be issued to the Public Works Engineer. The method of weighing shall be by permanent scale, portable flat scale, or loader scale. Proof of calibration of scale must be provided prior to commencement of work. Payment will be made in response to the Contractor's invoice, and will be made when all work has been completed to the satisfaction of the Public Works Engineer or his representative.

The Municipality of Powassan will retain a Holdback of ten percent (10%) of the total invoiced amount. The release of Holdback will be made after forty-five (45) calendar days from the issue of Certificate of Substantial Performance by the Municipality. The release of the Holdback is contingent on the following:

- Performance of construction. All infrastructure constructed by the contractor performs as per the intended purpose, and no signs of faulty workmanship or materials are evident.
- The Contractor provides the Municipality with a form, releasing the Municipality from any and all claims related to the contract.
- The Contractor provides the Municipality with documents stating that all liabilities incurred during the construction of this project have been rectified, all subcontractors have been paid in full, and a certificate of clearance or clearance number from the Workplace Safety and Insurance Board (WSIB).

Performance Evaluation:

Failure to execute the contract in a competent and timely manner will result in the disqualification of the bidder from bidding on the Municipality of Powassan's contracts for a period of two (2) years.

Special Provisions:

The contractor shall ensure that spray bars are adjusted to ensure that triple lap of binder application is achieved. The contractor shall ensure that the binder is applied at the approved application rate, a variance of no more that 5% shall be accepted. Longitudinal joints shall be constructed to ensure full coverage on the centerline.

Aggregates shall be uniformly applied at the approved application rate, a variance of no more than 10% shall be accepted. The Contractor must ensure that the distance between roller/pressure distributor and spreader shall not exceed 30 meters at any time. Rollers shall conform to OPSS.MUNI 304.

Testing:

The Contractor shall be responsible for taking and testing materials samples to ensure that all materials meet the specifications described in OPSS 304, 1006, and 1103. The Contractor shall provide the Public Works Engineer with any and all testing results within two business days of receiving the testing results. Sieve analysis for granular 'A' and class 2 aggregates, and the test results of emulsified asphalt, shall be provided to the Public Works Engineer prior to commencement of work.

Should the Public Works Engineer request additional testing due to poor workmanship, or failure of prior material testing; the Contractor shall provide the additional testing at no additional cost to the Municipality of Powassan. Should the materials testing not meet the standards set forth in the applicable OPSS, the Contractor may be requested to replace all materials from the failed material lot, at his/her own expense.

The Contractor shall conduct a compatibility test on the surface treatment materials. The results of the compatibility test shall be provided to the Public Works Engineer prior to work commencement. No work shall commence until the Municipality receives proof of successful aggregate/emulsion compatibility.

Contractors Ability To Perform Work:

The Contractor is required to complete the following statements, and is required to include the said statements using the space provided or similar documentation provided by the Contractor in their Tender submission.

- <u>Statement A:</u> The Contractor must state contracts and/or experience in successfully performing similar projects.
- <u>Statement B:</u> The Contractor must provide names and addresses of all Subcontracts that will be performing work on this contract, and shall state the portion of work allotted to each. Only one Subcontractor shall be named for each part of the work sublet.

Statement C: The Contractor shall provide a list of suppliers.

Statement A – Contractor's Experience For Reference:

Statement B – List of Subcontractors:

<u>Statement C – List of Suppliers:</u>

Provisional Items:

Items of work that the Municipality would like to complete, but may choose not to complete due to budgetary restraints, are shown as "Provisional Items". The Contractor shall price these items accordingly and shall not claim any anticipated loss of profit or increased overhead if any or all of these items are deleted altogether. The Contractor shall be notified during the pre-construction meeting/conference if the Municipality wishes to proceed with these items.

Liability/Indemnification:

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable to anything done, or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Contract.

Product must be taken from a valid licensed pit. It is the responsibility of the bidder to ensure proper operations and licensing. The name of the pit product is to be taken from, must be provided prior to project commencement.

Liability/Insurance:

The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The Contractor shall maintain a policy of general liability insurance having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The general liability policy shall include the Municipality as an additional insured, but only in respect of and for the duration of the services to be performed under this contract and shall contain a cross liability clause endorsement.

The Contractor shall provide proof of valid WSIB coverage.

Prior to the beginning of the Contract the Contractor must provide proof of insurance (certificate of insurance or certified copy of policy) to the Clerk of the Municipality.

| POLICY NO.: | INSURANCE CO.: |
|-------------|----------------|
| AMOUNT: | EXPIRY DATE: |

Motor Vehicles and Excess Loading:

The Contractor is responsible for having and maintaining a valid CVOR (Commercial Vehicle Operator's Registration) certificate throughout the duration of this contract.

Where a vehicle is hauling materials for use on the work under the contract, in whole or in part upon a public highway and where motor vehicle registrations is required for such vehicle, the Contractor shall not cause or permit such vehicles 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, except where there are designated areas in the contract where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

Bidder Deposit:

Bidders are required to deposit a certified cheque, payable to the Corporation of the Municipality of Powassan for 10% of the total bid price. Unsuccessful bidders' cheques will be returned upon award of the contract, and the successful bidders cheque will be returned upon satisfactory completion of all work stated in this contract.

Health & Safety:

All work performed under this Contract must be carried out in accordance with the Municipality's Health and Safety Policy and any federal and provincial health and safety legislation and regulations. Failure to comply with this condition will be considered a breach of contract.

Bid Form

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 for the sum provided in the table below:

| Item | OPSS/Spec | Description | Unit | Quantity | Unit Bid Price | Total Bid |
|------------|--------------------------------------|--|----------------|-----------|-------------------|-----------|
| Corkery St | | | | | | |
| 1 | 330 | Pulverization of existing surface treatment Full Depth) | m² | 2520 | \$ | \$ |
| 2 | 206, 314, 501 | 50mm thick layer of granular 'A' (quarried) on roadway and shoulders | Tonne | 360 | \$ | \$ |
| 3 | 304, MUNI 1006, PROV 1103, S.P | Double Surface Treatment | m² | 2520 | \$ | \$ |
| | | | nald St | - | | _ |
| 4 | 330 | Pulverization of existing surface treatment (Full Depth) | m² | 900 | \$ | \$ |
| 5 | 206, 314, 501 | 75mm thick layer of granular `A' (quarried) on roadway and shoulders | Tonne | 200 | \$ | \$ |
| 6 | 304, MUNI 1006, PROV 1103, S.P | Double Surface Treatment | m² | 900 | \$ | \$ |
| | | Sweezey St (Sta: | 0+000 | to 0+431) | 1 | |
| 7 | 330 | Pulverization of existing surface treatment (Full Depth) | m² | 2900 | \$ | \$ |
| 8 | 206, 314, 501 | 50mm thick layer of granular 'A' (quarried) on roadway and shoulders | Tonne | 420 | \$ | \$ |
| 9 | 304, MUNI 1006, PROV | Double Surface Treatment | m ² | 2900 | \$ | \$ |

| | Bid Form | | | | | | | |
|----|--------------------------------------|--|----------------|------|-----------|----|--|--|
| | 1103, S.P | | | | | | | |
| | Sweezey St (Sta: 0+431 to 0+681) | | | | | | | |
| 10 | 304, MUNI 1006, PROV 1103, S.P | Single Surface Treatment | m ² | 1500 | \$ | \$ | | |
| | Provisional Items | | | | | | | |
| | | Barrett | Street | | | | | |
| 11 | 330 | Pulverization of existing surface treatment (Full Depth) | m² | 600 | \$ | \$ | | |
| 12 | 206, 314, 501 | 75mm thick layer of granular `A' (quarried) on roadway and shoulders | Tonne | 140 | \$ | \$ | | |
| 13 | 304, MUNI 1006, PROV 1103, S.P | Double Surface Treatment | m² | 600 | \$ | \$ | | |
| | | | | | HST | \$ | | |
| | | | | | Total Bid | \$ | | |

Bidders Initials:

Bid Form

I/We (the Contractor) promise to perform the work without undue delay and complete the work by: August 23, 2019

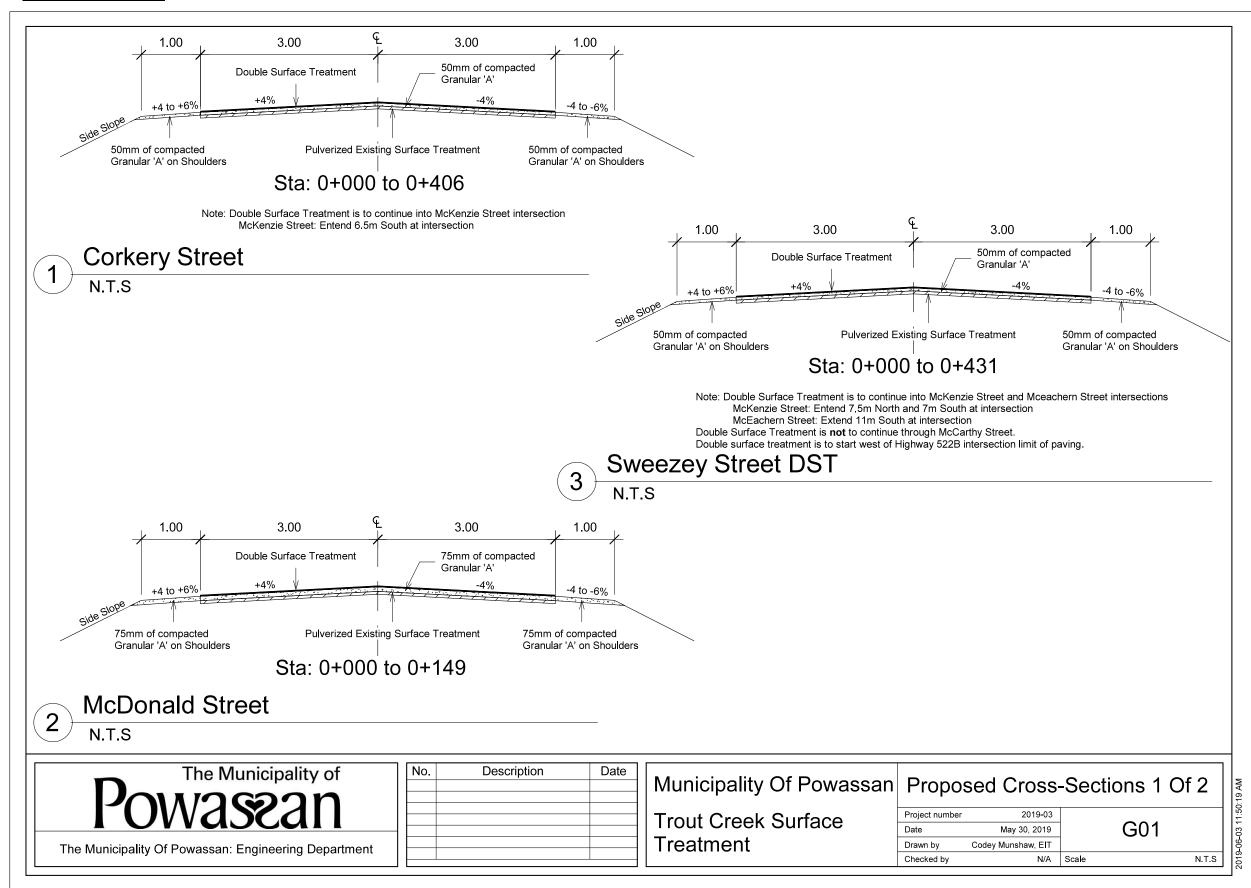
Authorized Signature _____

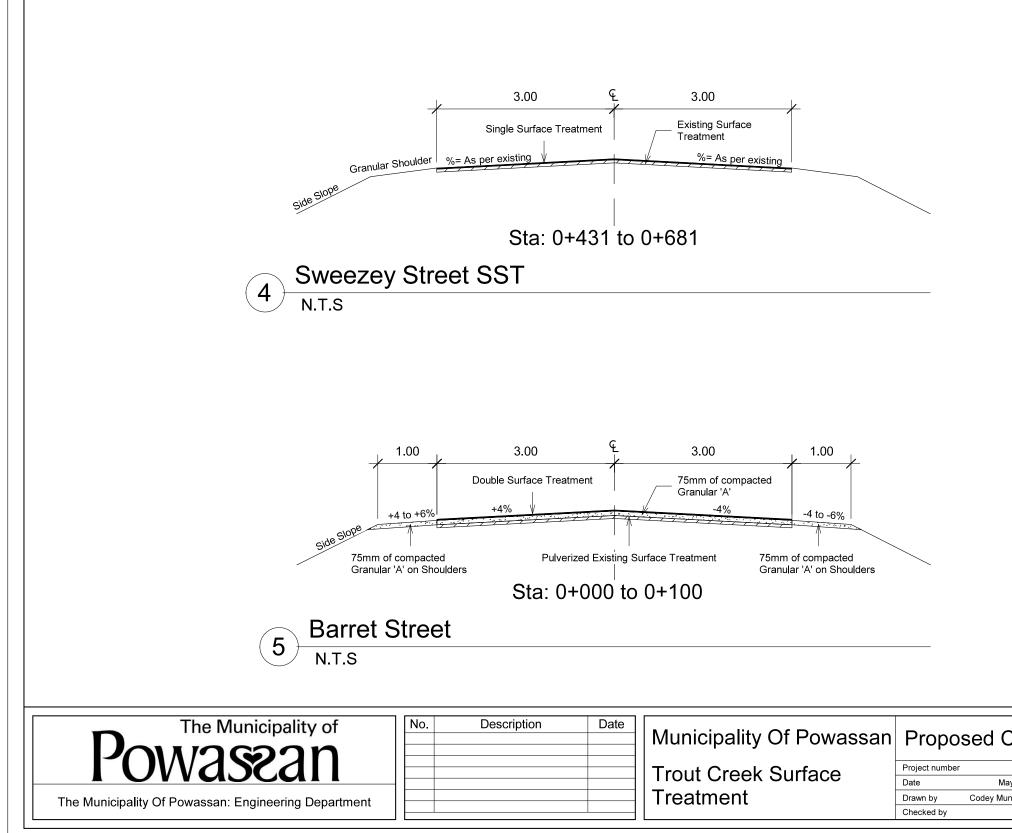
Title _____

Date _____

| Witness or Firm Seal | |
|----------------------|--|
| | |

<u>Appendix A:</u> Typical Cross-Sections 1 Of 2





| 2019-03 y 30, 2019 G02 shaw, EIT N/A Scale N.T.S | | | | | | |
|---|-------|---|----|-------|---------|--|
| 2019-03 y 30, 2019 | | G | າວ | | 3 11:5(| |
| shaw, EIT | G02 | | | | 0-90 | |
| N/A | Scale | | | N.T.S | 2019 | |
| | | | | | | |
| | | | | | | |



Proposed Surface Treatment Locations - 1 OF 1

Project Number: 2019-03

Sweezey St, Corkery St, McDonald St, and Barrett St

Town of Trout Creek



- = Double Surface Treatment
- = Single Surface Treatment





Scale: Not to Scale

