THE CORPORATION OF

THE TOWN OF ERIN



Tender 2018-06R

# MISCELLANEOUS SIDEWALK REPAIR

# **TOWN OF ERIN**

5684 Trafalgar Road Hillsburgh, Ontario NOB 1Z0 www.erin.ca



# **ROADS DEPARTMENT**

Tel: (519) 855-4407, Ext.227 Fax: (519) 855-4281 E-mail: roads@erin.ca

March 7th, 2018

The Town of Erin invites you to submit a bid for Miscellaneous Sidewalk Repair on the enclosed form.

Prices are inclusive, with applicable HST shown separately. Quantities are estimates only and subject to change. Quantities are in metric.

Bids are due in clearly marked "Tender 2018-06R Miscellaneous Sidewalk Repair" envelopes, no later than 2:00 pm on March 20th, 2018 at the following address:

Procurement Division Town of Erin 5684 Trafalgar Road Hillsburgh, ON N0B1Z0

Bids received after the closing time will be rejected and returned unopened to the bidder. The Town of Erin reserves the right to dismiss any or all bids at their sole discretion. The lowest proposal will not necessarily be accepted. Tender subject to Council approval.

For any further information, please contact:

Greg Delfosse C.E.T. Road Superintendent Town of Erin (519) 855-4407 ext. 227 greg.delfosse@erin.ca

# **INFORMATION TO TENDERERS**

### **Tender Opening and Closing**

All tenders must be received on or before **March 20th**, **2018 at 2:00 p.m.** In order for a tender to be received, it must be delivered by courier, in hand or by postal service, and received by the Procurement representative of the Municipality at the indicated address and clearly marked as to contents.

### Acceptance of Bids

Unless otherwise specified in these tender documents, it is agreed that this tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of sixty (60) calendar days from the closing date for the receipt of tenders. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the tenderer, although such notice will, of course, be given as expeditiously as possible.

### **Rejection of Bids**

Bids may be rejected for any one of the following reasons:

- (a) Bids received after the closing date.
- (b) Bids received on other than the proposal form supplied.
- (C) Bids not completed in ink or typewriter.
- (d) Incomplete bids (all items not bid).
- (e) Qualified or conditional bids.
- (f) Bids not properly signed and sealed

### **TENDERING REQUIREMENTS**

### Tender Deposit

A certified cheque made payable to the "Town of Erin" in the amount of 10% of the total tender must be submitted with the tender. The cheque of the unsuccessful bidders will be returned within 14 days of tender opening. The cheque of the successful bidder will be retained until municipality's acceptance of the work.

Tenders not accompanied by a certified cheque for 10% of will not be considered.

### **Alteration or Withdrawal of Tenders**

A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously received by the Contractor for that contract.

The contractor may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the contractor's signature and seal and delivered to the Clerk of the Town of Erin. Such a submission must be received in sufficient time to be marked with the time and date of receipt.

Telegrams, fax transmissions and telephone calls will not be accepted.

### **Unbalanced Tenders and Discrepancies**

Tenders which contain prices which appear to be so unbalanced as likely to affect the interest of the owner may be rejected.

Wherever in a tender the amount for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount of the Total Tender Price shall be corrected accordingly, unless otherwise decided by the owner.

A discrepancy in addition or subtraction in a tender shall be corrected by the owner by adding or subtract the items correctly and correcting the Total Tender Price accordingly, unless otherwise decided by the owner. Where an error has been made in transferring an amount from one part of the Form of Tender to another, the amount shown before the transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the total Tender Price shall be corrected accordingly.

If a contractor has omitted to enter a price for an item of work set out in the Form of Tender, he shall, unless specifically stated otherwise in his tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item of work and unless otherwise agreed to by the owner, no increase shall be make in the Total Tender Price on account of such omission

The municipality reserves the right to waive formalities at their discretion.

# **BID SHEET**

ltem No.	Description	Estimated Quantity	Unit	Unit Price	TOTAL
1 SP1	Remove and replace concrete sidewalk.	300	m²	\$	\$
2 SP2	Supply and install tactile walking surface indicators.	6.1	m	\$	\$
3 SP3	Remove and dispose of concrete sidewalk sections.	450	m²	\$	\$
4 SP4	Remove and replace concrete curb.	30	m	\$	\$
5 SP5	Horizontal concrete curb cut	12	m	\$	\$
6 SP6	Reconstruct Catch Basin	3	Ea.	\$	\$
7 SP7	Supply & Install New Catch Basin (OPSD 705.010) No Sump	1	Ea.	\$	\$
8 SP8	Mud-Jacking of concrete sidewalk.	100	Ea.	\$	\$
9 SP9	Precision concrete cutting of concrete sidewalk lips.	15	Ea.	\$	\$
10 SP10	Asphalt roadway repair.	50	m²	\$	\$
11 SP11	Asphalt driveway repair	25	m²	\$	\$
12 SP12	Remove and replace interlock pavers	5	m²	\$	\$
13 SP13	Sod and topsoil	700	m²	\$	\$

14 SP14	Granular "A"	25	t	\$	\$
		Sub	Total:		\$
		HST	(13%):		\$
		Conti	ingency	,	\$ 10,000.00
		тс	)TAL:		\$

# SPECIAL PROVISIONS

### ALL CONCRETE UNDER THIS CONTRACT

Concrete shall be a C-2 class of exposure performance based specification as per O.P.S.S. MUNICIPAL 1350, meeting the following specifications:

- 19 mm nominal size aggregate
- Maximum water / cementing materials ratio of 0.45
- 32 MPa compressive strength at 28 days
- Plastic air content shall be five percent to eight percent (5% 8%) as specified in C.S.A. A23.1 Table 2 & Table 4
- The maximum Supplementary Cementing Material replacement value is limited to twenty-five percent (25%) slag or fifteen percent (15%) fly ash or a combination of both materials not exceeding twenty-five percent (25%) total SCM replacement or fifteen percent (15%) fly ash replacement
- Concrete slump shall be selected by the Contractor based upon the method of placement. Slump acceptance and / or rejection shall be based upon the slump tolerances identified in C.S.A. A23.1 using the Contractor's target slump value.

### SP1 REMOVE & REPLACE CONCRETE SIDEWALKS AND/OR DRIVEWAY APRONS

Payment at the contract per square meter (m<sup>2</sup>) bid price for the above tender items shall be full compensation for all labour, equipment, and materials required to remove and replace concrete sidewalks and driveway aprons. Sidewalk thickness shall be a minimum of 125 mm except driveways at 150mm and at commercial and industrial driveways in which the thickness shall be a minimum of 200 mm (OPSD 310).

Under this item the bid price will include all labour, material and equipment necessary for the complete removal and disposal of existing concrete and any excavated ground material, re-grading, compaction, and replacement at a thickness of 125 mm as per OPSD 310.010 to 310.050 for sidewalk. Concrete driveway

aprons and partial concrete driveway repairs required due to damage incurred removing and replacing sidewalks shall also be included in this item.

This item shall be paid per square meter (m<sup>2</sup>). Any sections that are removed but not replaced shall be paid at twenty-five percent (25%) of the unit rate <u>unless</u> covered under Item 3.

Any excavation and disposal of earth and/or sub-grade required to facilitate the construction of any *new* concrete sidewalk shall be included in this item.

Clause **OPSS 351.05.03** of OPSS 351 is amended by deleting it in its entirety.

# All saw cutting works shall be done using water in a manner that prevents the creation of dust; any saw cutting resulting in the creation of excessive dust shall be ceased immediately.

## SP2 SUPPLY & INSTALL TACTILE WALKING SURFACE INDICATOR

Payment at the contract per metre (m) bid price for the above tender item shall be full compensation for all labour, equipment and material to supply and install tactile walking surface indicators. Measurement of the above tender item shall be per linear meter length based on the installation of 610 mm wide tactile walking surface indicator.

The Tactile Walking Surface Indicators shall be installed in accordance with the attached standard drawings and shall be made of cast iron, according to CSA B651-2012 and follow Ontario Regulation 191/11, and meet the following requirements:

Standard	Property	Minimum Result
ASTM A 8	tensile strength	class 30 B
ASTM C 1028	slip resistance	dry 0.8 min, wet 0.65 min
ASTM C 501-84	wear resistance	wear index: > 15

The truncated domes shall be of uniform size and shape. Units shall be uniform in texture, be free from pouring faults, sponginess, cracks, blowholes, and other defects, and have clean-cut and well-defined edges. All surfaces shall be bare, without any coating, and be uniform and free of flaking rust or mounds of rust or debris. Tactile walking surface indicators shall have ribs cast to the underside of the unit, have vent holes, and have a minimum plate thickness of 5 mm.

Sidewalk accessibility ramps shall be according to standard drawings attached with tactile walking surface indicators and shall be incorporated at every location with a pedestrian crossing or as specified in the Contract Documents.

All plates shall be pre-manufactured and delivered to site with no field modification allowed; therefore, plates shall be ordered and installed with proper radius with this determination being the responsibility of the Contractor.

The initials or trademark of the manufacturer, year of manufacture, and country of manufacture shall be distinctly cast and legible in raised letters on the top side of each plate.

## Installation of Tactile Walking Surface Indicators

Minimum two (2) tactile walking surface indicator plates shall be bolted together prior to installation and then shall be set and pressed into wet concrete to final elevation according to manufacturer's recommendations. Remove any wet concrete that may spill onto tactile walking surface indicator surface.

## SP3 REMOVE AND DISPOSE CONCRETE SIDEWALK

Payment at the contract per square meter (m<sup>2</sup>) bid price for the above tender items shall be full compensation for all labour, equipment, and materials required to remove and dispose of concrete sidewalk. After removal, the area where the concrete used to be shall be restored either as driveway or sod boulevard depending on the location. Amounts and location of material will be determined by the Town of Erin on site. Locations for removal and disposal include between:

- #4 and #24 Orangeville Street, Hillsburgh on the north side of the road,
- between Scotch Street and Spring Street on Daniel Street, Erin on the west side of the road.

Restoration of boulevards or driveways will be paid for under items 10, 11 and 12.

## SP4 REMOVE & REPLACE CONCRETE CURB

Payment at the contract per meter (m) bid price for the above tender item shall be full compensation for all labour, materials and equipment, required to:

i) Remove and dispose of asphalt in front of curb

ii) Full depth plunge cut curb at marked limits of replacement

iii) Remove and dispose of existing concrete curb, including reinforcing steel and pre-cast curb base.

iv) Prepare and compact granular base prior to curb replacement

v) Construct curb as per OPSS MUNI 353

vi) Backfill behind curb to ensure site safety within twenty-four (24) hours of the removal of the form work, or curb machine pour.

All backfill material shall be free of any stone, concrete, asphalt and/or any debris/garbage.

All lengths of curb to be removed and replaced will be pre-marked by a Town representative using white paint. There shall be no minimum section length for removal and replacement.

Any replaced curb greater than 10.00 m in length must be constructed with a curb machine unless specified otherwise by a Town representative.

Any sections of curb that are only removed and not replaced shall be paid at twenty-five percent (25%) of the remove and replace unit rate.

Where possible, preservation of the existing road asphalt is preferred. This is provided that the roadway grades are not an issue. Polyethylene sheeting shall be used to prevent cementing materials from affecting the

existing asphalt roadway. For the roadway portion disturbed by excavation, HL-8 asphalt infills shall be placed in successive lifts over compacted granular backfill by mechanical means achieving compaction as per OPSS 310. This will be paid for under Item 10.

# <u>All saw cutting works shall be done using water in a manner that prevents the creation of dust; any saw cutting resulting in the excessive creation of dust shall be ceased immediately.</u>

# SP5 HORIZONTAL CONCRETE CURB CUT

Payment at the contract per meter (m) bid price for the above tender item shall be full compensation for all labour, equipment, and materials required to horizontally cut concrete curb. Payment at the contract per meter (m) bid price for the above tender items shall be full compensation for all labour, equipment, and materials required to horizontally saw cut concrete curb, including grinding down sharp edges, as directed onsite by the Town representative. No minimum length will be given for each work location. As a service to Town of Erin residents, horizontal saw cutting may be required to lower or widen driveways on streets.

The per meter price paid is per linear meter of horizontal saw cut as well as the removal and offsite disposal, at an approved site, of any debris created by this operation.

# All saw cutting works shall be done using water in a manner that prevents the creation of dust; any saw cutting resulting in the excessive creation of dust shall be ceased immediately.

## SP6 RECONSTRUCT CATCH BASIN

Payment at the contract per unit (Ea.) bid price for the above tender item shall be full compensation for all labour, equipment, and materials required to rebuild and/or adjust catch basins using adjustment unit sections to match proposed finished curb grades and elevations. All work to be done in accordance with O.P.S.D. 704.010, and OPSS 408.

This item will be paid per catch basin with the depth of the repairs having been determined to be <u>up to</u> 305 mm, with each repair going full depth from bottom of frame to pre-cast structure using the least amount of adjustment unit sections and 300 mm riser units for adjustments over 305 mm depth. Double catch basins will be treated as two (2) separate units and paid accordingly.

Mortar must be used to set the frame and between each adjustment unit section. The thickness of mortar shall be such that when the adjustment unit sections and / or frame abut, mortar is squeezed out.

Under this item, the Contractor will also be required to:

- i) Parge the inside and outside wall of the adjustment unit sections
- ii) Parge the joint between adjustment unit and catch basin frame
- iii) Cut clean and parge catch basin laterals at the inside wall of pre-cast frame
- iv) Parge under drains and defects in the catch basin structure
- v) Encase joint between adjustment unit and catch basin frame in 32 MPa concrete

**Note:** Any catch basin that does not open as intended will be considered incomplete and will not be eligible for payment until a City Representative is shown that it has been repaired and can be opened.

## SP7 SUPPLY AND INSTALL NEW CATCH BASIN - NO SUMP

Payment at the per-unit (Ea.) price shall be full compensation for all labour, equipment and materials required to install a catch basin as per OPSD 705.010 with no sump.

Payment at the contract per unit (Ea.) bid price for the above tender item shall be full compensation for all labour, equipment, and materials required to excavate for new catch basin structure, replace with new catch basin structure, backfill, and install the lateral; all in accordance with O.P.S.S. 407. Pricing tendered will be for single basin only.

Bedding under the structure shall be 19 mm crusher run limestone compacted in maximum 300 mm lifts. Backfilling around the structure shall be included in the unit price.

The bid price for installing new structure shall include all labour, equipment, and material required to:

- i) Excavate for new structure
- ii) Supply and install new structure including 19 mm crusher run limestone bedding for the structure
- iii) Supply and install 200mm min. PVC lateral (less than 1.0m in length)
- iv) Backfill excavation with unshrinkable material as per OPSS 1359
- v) Install frame and grate (OPSD 400.010) adjusted to meet surrrounding grades using adjustment unit sections.
- vi) All parging as necessary as per SP6

### SP8 MUD-JACKING OF CONCRETE SIDEWALK

Payment at the per-unit (Ea.) price shall be full compensation for all labour, equipment and materials required to raise sidewalks bays using the "Mud Jack" method. The "Mud Jacking" method is performed by forcing workable material beneath the concrete slab; thus, raising and adjusting slab to desired grade. The material is forced through a hole(s) drilled in the concrete slab, and is of a consistency which will cause sufficient pressure to be exerted on the lower side of the slab. This will cause the slab to rise before the slurry has travelled beyond the area which it is desired to affect.

Each bay will be up to 3.0 m<sup>2</sup> in area. Anything greater will be paid for in increments of 3.0 m<sup>2</sup>

Each drilled hole shall be filled completely with a mortar type mixture of using Type GU Portland Cement.

The "Mud Jacking" method adjusts the concrete slab, eliminates further settlement, and stops water seepage between the concrete slabs and grade.

### <u>General</u>

The mud material shall consist of good quality topsoil or silty loam, mineral filler, and water.

# <u>Topsoil</u>

The topsoil shall be of good quality free from lumps or loose organic material. Topsoil shall be pre-screened and graded. Any native aggregate shall be no larger than 15.0 mm and not Alkaline reactive. Clay shall not be used under any circumstances and sand cannot be used as a filler.

# Mineral Filler

The mineral filler shall be a non-air entrained Portland Cement which is free of lumps or foreign matter. The amount of mineral filler shall be determined by field trials with the appropriate topsoil being used. The Portland Cement shall range between 5% to 8% by mass.

## <u>Water</u>

The water shall be potable and free of harmful soluble salts or reactive chemicals. The Contractor is responsible to provide his own water supply.

# Other Additives

Additives supplied by the Contractor may be added to the mix or to any of the component materials to provide control of the set time or shrinkage in the field. However, all such materials shall be listed in the mix design and appropriate W.H.M.I.S. sheets forwarded with the tender documents.

# SP9 PRECISION CONCRETE CUTTING OF CONCRETE SIDEWALK LIPS

Payment at the per unit (ea.) price shall be full compensation for all labour, material and equipment necessary to eliminate sidewalk trip hazards using equipment designed specifically for this purpose. The resulting slope shall be uniform and slip resistant and not exceed 12% slope. There shall be no differential between abutting slabs.

The operation shall be conducted so that no dust is allowed into the environment. It will either be a wet cut, or collected during the operation with a vacuum type system

## SP10 ASPHALT ROADWAY REPAIR

Payment at the contract per square metre (m<sup>2</sup>) bid price for the above tender item shall be full compensation for all labour, equipment and material to restore roadway disturbed by this project and shall include all necessary saw cutting. Asphalt shall be HL8 to a minimum depth of 60mm or to match existing, and HL3 to a minimum of 40mm.

All asphalt shall be supplied, placed and compacted as per OPSS 310, including tack coat.

### SP11 ASPHALT DRIVEWAY REPAIR

Payment at the contract per square meter (m<sub>2</sub>) bid price for the above tender item shall be full compensation for all labour, equipment, and materials required to:

i) Saw cut existing residential driveways, boulevards, and kill strips at the marks provided by the Town representative

ii) Remove and dispose of existing asphalt and sub-grade to be replaced

iii) Sweep and prime all surfaces with a full coat of RS-1 or SS-1 tack coat

iv) Supply, place, and compact a minimum thickness of 75 mm of HL-3F asphalt 1150 and OPSS 311

### Note:

- If an existing driveway contains an asphalt thickness greater than 75 mm, the replacement asphalt must be replaced at the same thickness and payment will be adjusted accordingly.
- If an existing driveway has been paved with asphalt other than HL-3F, the replacement asphalt must match. *Note:* Boulevards and kill strips in industrial areas will be topped using HL-3 asphalt.
- The Contractor will ensure that all joints are clean, straight, and parallel to curb or sidewalk.
- Driveways must be repaired such that they accommodate the free flow of water to the gutter line of the curb with a grade not exceeding eight percent (8%).
   Note: Driveway repairs that do not free flow, causing ponding, will have to be replaced.
- It is the Contractor's responsibility to ensure that the repair is protected until it is safe to access without marking. No roller lines or tire marks will be accepted in the finished product. Asphalt kill strips greater than 50.00 m in length must be paved using a road widener or widener attachment.

Payment under this item is all-inclusive per square meter (m<sub>2</sub>) of driveway, boulevard, or kill strip removed and replaced. Any granular "A" material required to provide adequate base, construct, or adjust grade, etc. will be considered outside the scope of this item and paid for under *Item No. 14*.

# <u>All saw cutting works shall be done using water in a manner that prevents the creation of dust; any saw cutting resulting in the creation of excessive dust shall be ceased immediately.</u>

### SP12 REMOVE AND REPLACE INTERLOCK PAVERS

Payment at the contract per square meter (m<sup>2</sup>) bid price for the above tender item shall be full compensation for all labour, equipment, and materials required to remove existing interlock brick, adjust grade using limestone screenings and/or granular "A" and reset interlock pavers to suitable grade. Placement of brick sand for setting of bricks will also be included in the unit price. All granular to be compacted to 100% S.P.D. Any granular "A" will be paid under *Item No. 14*.

### SP13 SOD AND TOPSOIL

Payment at the contract per square meter (m<sup>2</sup>) bid price for the above tender item shall be full compensation for all labour, equipment, and materials required to:

i) Excavate as required
ii) Till and provide compaction over areas previously excavated
iii) Supply, place and grade topsoil
iv) Supply and place sod
v) Roll
vi) Water as required until the sod takes root

Placement of topsoil shall be as per OPSS 802.

If water is required from the Town, the Contractor will require a fire hydrant water meter issued by the Town of Erin prior to commencing work. Two weeks' notice will be required.

A minimum of 300mm width of sod shall be used along any curb, sidewalk, driveway or other grass area damaged by construction unless marked otherwise by a Town representative. Sod is the only acceptable method of repairing damaged grass areas.

**Note:** Placing the topsoil behind the curb and alongside the sidewalks is considered part of the backfilling operation and due to the potential risk posed to public safety, must be undertaken within twenty-four (24) hours of the concrete crew departing the street.

### SP14 GRANULAR 'A'

Payment at the contract per tonne (t) bid price for the above tender item shall be full compensation for all labour, equipment and material to supply, place and compact to 100%S.P.D. to restore road, driveway and all other gravel bases disturbed by this project and shall include all necessary removal of pre-existing gravel.

All granular "A" to be as per OPSS 1010.

### **GENERAL CONDITIONS**

### **1. Road Superintendent**

Means the Road Superintendent for the Town of Erin, the Council of the Municipality or any such other person as may be authorized by the Council to act on their behalf in this particular capacity.

### 2. Liability Insurance

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage insurance acceptable to the municipality providing insurance coverage in respect of any one accident to the limit of at least five million dollars **(\$5,000,000.00)** exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy <u>shall name the municipality</u> as an additional insured thereunder and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

## 3. Regulations

The Contractor shall abide by all acts, by-laws and regulations relative to the performance of the work. These include but are not limited to the Highway Traffic Act, the Occupational Health and Safety Act and the Ontario Traffic Manual Book 7.

### 4. Payments

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 material, except as otherwise provided, necessary to complete the work to the satisfaction of the Road Superintendent.

### 5. Indemnity

The successful bidder shall indemnify and hold the Town of Erin harmless from and against any liability, loss, claims, demands, costs and expenses including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

### 6. Award of Contract

The Corporation does not bind itself to accept the whole or any part of any tender, and in particular if only one tender is received, the Corporation of the Town of Erin reserves the right to reject it. The Town reserves the right to reject any or all of the tenders for any reason whatever and to accept any proposal if considered best

for the Town's interest. The Town reserves the right to award the "Parts" of the contract individually.

The Municipality shall notify the winning contractor in writing as soon as possible.

# 7. Changes in the work

The Road Superintendent may make changes by altering, adding to or deducting from the Work with the Contract Price and the Contract Time being adjusted accordingly.

# 8. Examination of Premises

The Contractor will be held to have examined the premises before submitting his tender for the work and satisfied himself as to the present structural and physical condition of such portion thereof as it is the intention to repair, remove, replace or restore; also the conditions under which he will be obliged to operate or that will in any way affect the execution of the work of the contract.

# 9. Tendering Provisions

The Tenderer shall familiarize himself with all aspects of the work including the Work Tender, the Instructions to Bidders, the General Conditions and Procedural Specifications. The Tenderer shall visit the site of the work if he feels it is necessary and shall confirm all dimensions and conditions pertinent to the work, including verification of the type of material to ensure compatibility. The Owner will accept no responsibility for the failure or negligence of a Tenderer in doing so.

## 10. Workplace Safety & Insurance Board

The Contractor shall at all times, pay or cause to be paid, any assessment or compensation required to be paid, pursuant to the Workplace Safety & Insurance Act. The Contractor shall also be required to supply the Town with a "Certificate of Clearance" issued by the Workplace Safety & Insurance Board. This certificate, along with the insurance certificate, must be received by the Town prior to the commencement of any works by the Contractor. Additional "Certificate of Clearance" may be requested before the release of any holdback.

# 11. Occupational Health and Safety Act

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the contractor, by executing this contract unequivocally acknowledges that he is the 'Constructor' within the meaning of the Occupational Health and Safety Act and amendments thereto.

Contractors and subcontractors may be required to:

1. Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Municipality's health and safety policy and requirements.

2. Ensure that workers in their employ are aware of hazardous substances that may be in use at place of work and wear appropriate personal protective equipment requirements

## **12. Ministry of Labour Requirements**

Contractor shall comply with all requirements of the Ministry of Labour including, but not limited to, fair employment practices, employment standards and notices of contract as required by existing regulations or legislation in effect.

## 13. M.S.D.S. (Material Safety Data Sheet)

The Contractor will supply the appropriate MSDS (Material Safety Data Sheet) to the Municipality upon request

## 14. Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Road Superintendent, 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 Road Superintendent 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 Road Superintendent.

# **SPECIFICATIONS**

### Scope of Work

To supply all labour, material and equipment necessary to perform the removal and replacement of concrete sidewalk and concrete curbs, mud-jacking and precision concrete cutting of concrete sidewalk, installation of tactile walking surface indicators and all other miscellaneous road, driveway, sod, topsoil and gravel work. The quote shall include all traffic control in accordance with the Ontario Traffic Manual Book 7.

### **Completion**

Time shall be of the essence of this agreement.

The successful bidder agrees to start the work on or before **June 4<sup>th</sup> 2018** and will be mutually agreed upon. Any deviation in the start date requires written approval by the Road Superintendent for the Town of Erin.

Time shall be of the essence of this agreement. The successful bidder agrees to complete the work **thirty (30) working** days from the starting date identified by the Road Superintendent or designate. Inclement weather may delay the application of asphalt pavement, but will not count as a working day.

All work must be completed before Monday July 16<sup>th</sup>, 2018.

#### Approximate Amounts

The quantities indicated are estimates, based on expectations under normal conditions. The amounts may be adjusted to accommodate weather conditions, delivery standards, changes in maintenance or construction programs or other uncontrollable items. The Contractor agrees to honour the unit prices quoted, provided there is no significant variance from the tendered quantities, taking into account seasonal variances due to weather and other non-controllable factors.

### **Definitions**

In this tender, the following definitions are specific:

*Municipality* includes the Town of Erin that is issuing this tender and awarding a contract on behalf of a single entity or groups.

*The Road Authority* refers to the internet information and resource body sanctioned by the Ontario Good Roads Association.

### **Documents**

The Contractor shall include a copy of the tender, completed and executed where appropriate, as the acceptable Form of Tender.

### **Delivery Conditions**

The Contractor shall deliver the product in truckload quantities to the Municipality, under normal conditions, given two (2) full days advance notice. Delivery will be at the Town of Erin Road shop Yard (5694 Trafalgar Rd.) no later than 9:00 a.m. of the day specified.

The Municipality may request less than truckload deliveries to satisfy special situations. In such cases, the Contractor and Municipality will arrange mutually suitable times. If applicable, the contractor will notify the Municipality in advance if any extra charges apply to cover less than truckload shipments.

### Liquidated Damages

It is agreed by the parties to the contract that in case all the work called for under the contract is not finished or completed by the specified date as set forth in the Tender for Contract, or as extended in accordance with sub-section M-100, a loss or damage will be sustained by the corporation. Since it is, and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Corporation will suffer in the event of, and by reason of such delay, the parties hereto agree to, by the signing of the Tender for Contract, that the Contractor will pay the Corporation the sum of **\$500.00** as liquidated damages for each and every calendar day delay in finishing said work in excess of the specified date. It is agreed that this amount is an estimate of the actual loss or damage to the Corporation, which will accrue during that period in excess of the specified completion date.

#### **SIDEWALK REPAIR**

The Contractor has carefully examined the general conditions and specifications attached to this tender and understands the work to be done under the contract, and the contractor understands and accepts the said provisions, specifications and conditions and, for the prices set forth in this tender, hereby offers to furnish all labour, material and equipment necessary to complete the work in accordance with this tender and its provisions.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Municipality without alteration of the contract price, however, such increase or decrease shall not exceed 20 percent.

I/We (the Contractor) promise to commence work on \_\_\_\_\_\_ and to diligently supply the material continuously without undue delay and further promise to complete the work within thirty **(30) working days,** and various days as required beyond those dates for continuing dust suppression and stabilization.

Name of Firm or Individual (Hereafter referred to as "The Contractor")				
Address	Postal Code			
Name of Person Signing Form (Print)	(Signature)			
Office of Person Signing Form				
Work Phone Number				
	Email			
	Cell Phone Number			

### **AGREEMENT**

 THIS AGREEMENT made in duplicate this \_\_\_\_\_\_day of \_\_\_\_\_2018.

Hereinafter called the "Municipality" OF THE FIRST PART

- and –

Hereinafter called the "Contractor" OF THE SECOND PART

WITNESSETH, that the party of the second part, for and in consideration of the payment or payments specified in the quotation for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Road Superintendent, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the quotation therefore, which are identified and acknowledged in the Information to Bidders, Quote Form, and Special Provisions of the Tender all of which are to be read herewith and form part of this present Agreement.

IN CONSIDERATION WHEREOF, Said party of the first part agrees to pay to the Contractor for all work done, the unit prices on the Quotation.

This agreement shall ensure to the benefit of and the binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed their names on the day first above written.

Signature of Contractor

Company Name

Corporation of the Town of Erin;

Mayor – Allan Alls

CAO – Nathan Hyde

TOWN OF ERIN TENDER 2018-06R MISCELLANEOUS SIDEWALK REPAIR

**DRAWINGS** 



All dimensions in millimeters unless otherwise shown





- 1. DROPPED CURBS ARE TO BE PROVIDED FOR WIDTH OF ALL PEDESTRIAN CROSSING PAVEMENT MARKINGS.
- 2. DROPPED CURBS ARE TO BE PROVIDED FOR WIDTH OF SIDEWALK FOR CONTROLLED PEDESTRIAN CROSSINGS WHERE PAVEMENT MARKINGS ARE NOT USED.
- 3. TACTILE WALKING SURFACE INDICATORS ARE TO BE INSTALLED AT ALL PEDESTRIAN CROSSINGS IN CONJUNCTION WITH ALL ROAD AND SIDEWALK CONSTRUCTION, RECONSTRUCTION AND RESURFACING PROJECTS.
- 4. EACH LOCATION IS SITE SPECIFIC AND CONSULTATION WITH THE CITY OF BRAMPTON SHALL BE REQUIRED FOR NON TYPICAL INTERSECTIONS AND PEDESTRIAN CROSSING LOCATIONS.
- 5. REFER TO STD. 282 FOR DETAILS REGARDING THE LOCATION OF TACTILE WALKING SURFACE INDICATORS, CURB CUTS AND SIDEWALK RAMPS.
- 6. THIS DETAIL SHALL BE READ IN CONJUNCTION WITH ACCESSABILITY FOR ONTARIANS WITH DISABILITIES ACT. 2005 (ONTARIO REGULATION 413/12) FOR ANY DISCREPANCIES, THE AODA SHALL TAKE PRECEDENCE.
- 7. ALL SIGNS SHALL BE LOCATED AS PER STANDARD 430

All dimensions in millimeters unless otherwise shown

