

THE CORPORATION OF THE
TOWN OF ERIN



TENDER 2018-08R
SURFACE TREATMENT

TOWN OF ERIN

5684 Trafalgar Rd.
Hillsburgh, Ontario, N0B 1Z0
www.erin.ca

**ROAD DEPARTMENT**

Tel: (519) 855-4407 ext.227
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E-mail: greg.delfosse@erin.ca

March 15th, 2018

Re: Tender 2018-08R Surface Treatment

The Town of Erin will receive bids for Tender 2018-08R Surface Treatment sent to:

**Town of Erin
Procurement Division
5684 Trafalgar Road,
Hillsburgh, ON N0B 1Z0
Tender 2018-08R Surface Treatment**

All eligible bids must be received no later than **Thursday March 29, 2018 at 2:00 p.m.**
The lowest or any bid may not necessarily be accepted.

Quotations received after the closing time will be rejected and returned unopened to the proponent. The Town of Erin reserves the right to dismiss any or all quotations at their sole discretion. Please ensure that the bid includes the proponent's HST number.

For any further information, please contact:

Greg Delfosse C.E.T.
Roads Superintendent
Town of Erin
519-855-4407 ext.227

INFORMATION TO TENDERERS

Tender Opening and Closing

All tenders must be received on or before **March 29th, 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 an authorized 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 made in the Total Tender Price on account of such omission

Contractors whose bid has been rejected by the owner will normally be notified of the reasons for the rejection within (10) ten days after closing date for tenders.

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

BID SHEET**SCHEDULE OF QUANTITIES AND UNIT PRICES**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1 SP1	Pulverize and apply Double Lift Surface Treatment using class 2 and class 6 aggregates.	10500	m ²	\$ _____	\$ _____
2 SP2	Single Lift Surface Treatment with class 2 aggregates.	10000	m ²	\$ _____	\$ _____
3 SP3	Supply and Place RAP.	100	t	\$ _____	\$ _____
4 SP4	Miscellaneous machine or hand place Hot Mix (HL3) incl. Tack Coat.	75	t	\$ _____	\$ _____
5	Contingency				\$ <u>15,000.00</u>

SUB-TOTAL \$ _____

HST \$ _____

TOTAL \$ _____

SPECIAL PROVISIONS

SP1 – Pulverize and Apply Double Lift Surface Treatment

The quoted price shall include pulverizing to a uniform depth and all grading necessary to contour the road with a centerline crown and a cross fall of 2 – 4% as well as all compaction required to achieve 100% SPD. Pulverizing will be performed using purpose built pulverizing equipment. Any added RAP (SP3) is to be placed immediately prior to the pulverization process.

Location number **1** is the 8th Line located between 17 Sideroad and Erin Heights Drive in Erin Ontario, starting at 17 Sideroad and ending approximately 25 metres South of Erin Heights Drive. Length is approximately 1000 metres and the proposed width of the finished road is 6.7 metres. **200 metres South of 17 Side road there is a narrow bridge whereby the width of the road reduces to approximately 5.0 metres.

Location number **2** is Station Street (Sideroad 24) located between Trafalgar Road and 6th Line in Hillsburgh Ontario, starting just south of the entrance to 8 Station Street and ending approximately 60 metres east of the entrance to 9342 Sideroad 24. Length is approximately 560 metres and the proposed finished width is 6.7 metres.

SP2 – Apply Single Lift Surface Treatment – Cedar Valley

Location number **1** is 24 Sideroad between the 5th Line and 6th Line in Hillsburgh Ontario. Starting at the 5th Line and heading east for approximately 800 metres ending near #9257 24 Sideroad with a width of 6.7 metres. Approximately 200 metres east of the 5th Line there is a narrow bridge where the surface treatment will be discontinued over the approaches and the deck.

Location number **2** is the 5th Line north of 24 Sideroad in Hillsburgh Ontario. There is 225 metres of surface treatment total with a width of 6.7m

SP3 – Supply and Place RAP

This item is to include all labour, material and equipment necessary to supply and place RAP for the purpose of grade and/or profile correction. It is to be placed immediately prior to pulverization where indicated by the Town representative. The intended location is Station Street (Sideroad 24) located between Trafalgar Road and 6th Line, Hillsburgh, Ontario, starting 10 metres east of #17 Station Street for approximately 100 metres.

SP4 – Miscellaneous machine or hand placed Hot Mix (HL3) including Tack Coat.

This per tonne price is to include all labour, material and equipment necessary to supply, place and compact HL3 asphalt for the purpose of geometry correction to the existing road surface. Hot mix shall be placed and compacted in various sections to build up depressions in the road and regrade the proper road profile.

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 shall name the municipality 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 or any of his servants or agents during the execution of the contract and 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. Invoices must be accompanied by a WSIB clearance certificate.

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 surface treatment at various locations within the Town of Erin including miscellaneous asphalt repair. The quote work shall also include all traffic control in accordance with the Ontario Traffic Manual Book 7 and will maintain one lane of traffic at all times.

Construction

All construction methods and materials shall conform to OPSS 304, Muni 1006 and Muni 1103.

Binder shall be HF150S

Proposed application rate of binder to be provided.

Double Surface Treatment Class 6: _____ kg/m²

Double Surface Treatment Class 2: _____ kg/m²

Single Surface Treatment Class 2: _____ kg/m²

If applicable:

Hand Placed Surface Treatment: _____ kg/m²

Hot Mix Asphalt

All hot mix asphalt shall conform to OPSS 310 and shall reference OPSS 1003, 1101 and 1150. Tack coat will be applied using SS-1 prior to placing asphalt and allowed sufficient time to break. It shall be in accordance with OPSS 1103.

Completion

The successful bidder agrees to start the work on or before **June 4th, 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 **Friday September 7th, 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.

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.

SURFACE TREATMENT

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.

By:

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