



MUNICIPALITY OF SOUTHWEST MIDDLESEX

TENDER REQUIREMENT SUMMARY

TENDER: **PULVERIZING AND SURFACE TREATMENT
(TAR & CHIP)**

CLOSING DATE: **3:00 p.m., Friday, May 31, 2019**

OWNER: **MUNICIPALITY OF SOUTHWEST MIDDLESEX**

ADDRESS: **153 McKELLAR STREET, GLENCOE, ON, NOL 1M0**

DEPOSIT: **\$5,000**

COMPLETION: **NO LATER THAN AUGUST 16, 2019**

SECTION #1 TENDER INFORMATION

1.1 Tender submissions for Public Works #2 – 2019 Pulverizing and Surface Treatment (Tar & Chip) will be received in a sealed envelope, clearly marked as to its contents, template provided.

Proposals will be received at the Administration Office of the

Municipality of Southwest Middlesex
Attn: Greg Storms, Public Works Manager
153 McKellar Street
Glencoe, Ontario
NOL 1M0

No later than 3 pm May 31, 2019

- a) Tenders received later than the time specified will not be accepted.
- b) Tenders will be opened in public after 3 pm May 31, 2019
- c) The lowest or any Tender not necessarily accepted.
- d) All "Form of Tender" is to be received on the printed form provided.

1.2 SCHEDULE OF EVENTS

- Tender Release Date: Wednesday, May 1, 2019
- Closing Date, Time and Location: Friday, May 31, 2019, 3:00 p.m., 153 McKellar Street, Glencoe, ON
- Public Opening, Time and Location: Friday May 31, 2019, 3:30 p.m., 153 McKellar Street, Glencoe, ON

1.3 TENDER DOCUMENTS

The bidder shall verify that these documents are complete and assume responsibility to view/download/print the document requirements, addenda and any related information not sent with this document. You are required to go to the Municipality's website, www.southwestmiddlesex.ca, where you will find links to the Tender, addenda and any related information not sent with this document.

The Municipality will issue any changes/additions/deletions to the Tender or terms and conditions. These will all be posted on the Municipality's website, www.southwestmiddlesex.ca. Any and all addenda issued by the Municipality shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by the bidders. The Municipality will assume no responsibility for oral instruction or suggestion.

Any and all addenda issued prior to the closing date will be posted on the Municipality's website, www.southwestmiddlesex.ca. It is the bidder's sole responsibility to download and review all Addenda. It is the bidder's responsibility to ensure that any additional addenda pricing is included in the pricing provided for this Tender.

1.4 EXTENT OF LOCATION OF WORK

The scope of this contract is to provide pulverizing and surface treatment tar & chip (2 Applications) for the following:

- Olde Road, 10 Km (Dundonald to Thames)
- Simpson Road, 2.8 Km (Longwoods Road to Thames River bridge)

Further scope includes the second surface treatment (1) Tar & Chip of a roadway that has already had the first Tar & Chip Surface Treatment.

- Tait's Road, 1.4 Km, (Glendon to Parkhouse)

Road Width for all roads is at 6.5 Metres in Width.

1.5 COMPLETION OF WORK

Start Date:	Monday, June 17, 2019
Final Completion Date:	Friday, August 16, 2019
Total Number of Working Days:	45 Working Days

Allotted working days are continuous from the day that work begins until the point of Substantial Completion as defined in "OPSS Municipal 100 – OPS General Conditions of Contract, or as agreed upon within the contract.

If the number of working days specified above is not sufficient to permit completion of the work in a standard number of hours each day or week on a single daylight shift basis, it is expected that additional and/or extended daylight shifts would be required to complete the work. Any additional costs incurred from the requirement of additional shifts is considered to be included in the bid price for the various items of work and no additional compensation will be allowed.

After Substantial Performance has been approved by the Public Works Manager the Contractor shall progress toward final completion. The final completion date will be the end of the day of the date specified above.

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

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

1.6 RIGHT TO ACCEPT OR REJECT TENDERS

The Tender shall be based upon the whole of the Specifications and Contract Documents, without reservation.

The Tender must be submitted on the printed forms provided, which shall be completely filled out in ink or by typewriter and shall be duly executed by signing officer(s) of the corporation. Tenders may be deemed invalid if the forms are not properly or fully completed. All blanks must be legibly and properly filled in on the printed forms supplied for that purpose. **IF A BID FOR AN ITEM IS NO COST, ENTER NIL OR 0.**

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected. Should any uncertainty arise as to the proper manner of doing so, the bidder upon request, give the requisite information.

If the Unit Prices and total amount of the extensions named by the bidder in the proposal do not agree, the Unit Prices will be accepted as correct. The corrected extensions will be considered as representing the bidders intentions. The Municipality of Southwest Middlesex will award the contract to one (1) bidder.

1.7 LITIGATION

No bid or offer will be accepted from any bidder, inclusive of the bidder's subcontractors who has a claim or has instituted a legal proceeding against the Municipality, or against whom the Municipality has a claim or instituted a legal proceeding, without prior approval of Council. For purposes of this provision, where such bidder is a corporation, bidder shall include any non-arm's length corporation of the bidder.

Bids from any bidder in any of the above circumstances shall be rejected as informal, irregular and non compliant.

1.8 UNACCEPTABLE OR UNBALANCED TENDERS

Each item in the Tender shall be a reasonable price for such item. Under no circumstances will an unbalanced Tender be considered. The Municipality will be the sole judge of such matters, and should any Tender be considered to be unbalanced, then the Municipality will reject it.

1.9 EXECUTION OF CONTRACT

Tenders shall be open for acceptance for a period of sixty (60) days after the closing date. After this time the Tender can only be accepted with the consent of the successful bidder.

When Tenders have been checked, the Public Works Department will review the bids in order to recommend the successful contractor.

A Contract Agreement will then be executed between the Municipality and the successful contractor.

The Contract Agreement is a written record of the business arrangement between the Municipality and the successful contractor.

1.10 ABILITY AND EXPERIENCE OF BIDDER AND SUBCONTRACTORS

The Municipality reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, resources and experience to successfully execute and complete the work in the specified time.

The Contractor agrees to submit a list of any subcontractors who will be carrying out any part of this contract. The list shall show the names of the proposed subcontractors and for what work each subcontractor will be responsible. The Municipality has the right to reject any of the subcontractors so named. In this event, the contractor shall arrange to have the work done by such other subcontractor as may be approved by the Municipality.

As part of this Tender package standard forms for listing any subcontractors have been included. The Bidder shall include the completed forms with their submission Tender.

1.11 INTERPRETATION OF TENDER DOCUMENTS

Bidders shall carefully examine all documentation that encompasses this request including but not limited to specifications, addenda and drawings in order to satisfy themselves as to all conditions affecting the scope of work. No claim for additional costs will be entertained on the grounds of misrepresentation, nor on the grounds that any promise or guarantee was given or provided by the Municipality.

If a bidder finds discrepancies, omissions, irregularities or is in doubt as to the meaning, the Bidder shall contact the Municipality via email. The Municipality cannot be held liable for any oral explanation or interpretation provided.

Any and all addenda issued prior to the closing date will be posted on the Municipality's website, www.southwestmiddlesex.ca. It is the bidder's responsibility to download and include all addenda issued with the tender submission. Addenda will not be sent to each bidder on the distribution list.

Bidders attempting to contact the Municipalities staff or elected officials other than the contact listed within the tender, for whatever reason during the bid process, are advised that such action may result in the rejection of the Tender.

1.12 INQUIRIES DURING TENDERING

All inquiries regarding this Tender shall be submitted to

Greg Storms

Public Works Manager

gstorms@southwestmiddlesex.ca

or

Jill Bellchamber-Glazier

CAO/CLERK

jbellechamberglazier@southwestmiddlesex.ca

1.13 BIDDERS TO INVESTIGATE

The Tenderer shall do all necessary before submitting their bid and shall satisfy themselves as to the nature of the work and materials and that can perform the completion of the works.

The Bidder shall be deemed to have satisfied themselves before Tendering as to the correctness and sufficiency of their bid for the completion of the work.

In addition, the Bidder shall obtain their own information on all matters and things that may in any way influence them in making their Tender and fixing the rates entered by them in the "Schedule of Items and Prices". The Bidder shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under the terms of the contract.

1.14 COMMENCEMENT OF WORK

The Tenderer shall be able to commence work on the site not later than ten (10) calendar days after the order to commence work is given.

1.15 REQUIREMENT AT TIME OF EXECUTION/PRIOR TO COMMENCEMENT OF WORK

The successful bidder will be required to submit the following documentation, in form satisfactory to the Municipality of Southwest Middlesex, at the time of the execution of the contract.

- a) Executed Agreement
- b) Insurance Documents in compliance with Tender
- c) Workplace Safety and Insurance Board Clearance Certificate.
- d) Contractor Health & Safety Plan

1.16 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Municipality of Southwest Middlesex supports the goals of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and establishes policies and practises which are consistent with the accessibility standards and the four core principles of dignity independence, integration and equal opportunity. Under Section 7 of O. Reg 191/11, Integrated Accessibility Standards established by AODA, the Municipality of Southwest Middlesex must ensure employees, volunteers and all other personnel including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Municipality of Southwest Middlesex receive training on accessible customer service.

1.17 CONDITIONS

The awarding of this contract is subject to Southwest Middlesex Council approval and budgetary allocations.

The Municipality of Southwest Middlesex reserves the right, in its sole discretion, to cancel any or all bid calls.

The Municipality of Southwest Middlesex reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted.

1.18 TENDER SECURITY

A Tender Security is required to accompany the Tender in the amount of \$5,000 in one or a combination of the following: Bid Bond, Certified Cheque, Bank Draft or Money Order made payable to the Municipality of Southwest Middlesex.

The Bidder agrees that if he/she withdraws the Tender or fails for any reason to execute the agreement or provide the required bonds or other documents required, the Municipality may retain the Tender Security for the use of the Municipality and may accept any other Tender; advertise for new Tenders, or not accept any Tender as the Municipality deems advisable.

The Tender Security of the low and second low Bidder shall be retained by the Municipality for a period of 60 days after the official closing time or until a contract has been executed by the low bidder. The Tender deposit of the low and second low Bidder shall be returned by the Municipality upon execution of a contract by the awarded Bidder. The Tender securities of all other Bidders shall be returned within 10 days of the official closing time.

SECTION 2 FORM OF AGREEMENT

AGREEMENT

BETWEEN

**CORPORATION OF THE MUNICIPALITY OF SOUTHWEST MIDDLESEX
(hereinafter called the Municipality)**

And

Contractor

WHEREAS The Corporation of the Municipality of Southwest Middlesex is desirous that certain Works should be completed, Pulverizing and Surface Treatment Resurfacing has accepted the Tender by the Contractor for the completion of such works.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2) The Following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (i) Form of Agreement
 - (ii) Addenda
 - (iii) Tender Specifications
 - (iv) Standard Specifications
 - (v) Form of Tender
 - (vi) Information to Bidders
- 3) In consideration of the payments to be made by the Municipality of Southwest Middlesex the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Municipality of Southwest Middlesex to complete the works in conformity in all respects with the provisions of the Contract.
- 4) The Municipality of Southwest Middlesex hereby covenants to pay the Contractor in consideration of the completion of the works at the Contract Price in the manner prescribed by the Contract. The issuance of the final estimate for payment by the Public Works Manager, and the acceptance by the Contractor of the amount or amounts certified for payment thereunder, shall constitute a waiver and

5) release the Contractor of all claims by the Contractor under this Contract, against the Municipality of Southwest Middlesex or his/her designate.

6) This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

Contractor

Municipality of Southwest Middlesex

Mayor- Allan Mayhew

Administrator/Clerk – Jill Bellchamber-Glazier

SECTION 3 GENERAL CONDITIONS OF CONTRACT

It is the Contractor's responsibility to secure and be familiar with the general condition of the contract document.

Unless otherwise noted, The Ontario Provincial Standards – OPSS MUNI General Conditions of Contract, November 2018 (OPSS . MUNI 100) shall be used.

These General Conditions of Contract are part of the OPS Volume 7 and can be downloaded using the RAQSB MTO website at

www.raqsb.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage.

SECTION 4 SUPPLEMENTAL CONDITIONS OF CONTRACT

The Ontario Provincial Standards – OPSS – MUNI General Conditions of Contract, November 2018 (OPSS-MUNI) shall be modified as follows:

4.1 GC 1.0 INTERPRETATION

Designation of Parties

Where the Word "Owner" is used in the contract it shall mean: The Corporation of the Municipality of Southwest Middlesex

Where the Word "Contract Administrator is used in the contract it shall mean, the Corporation of the Municipality of Southwest Middlesex.

Or any other person, partnership or corporation as may be authorized or appointed by the Owner to act on behalf in any particular capacity.

Where the word "contractor" is used in this contract it shall mean the General Contractor.

4.2 GC 3.0 ADMINISTRATION OF CONTRACT

.18 The Contractor shall, at anytime when so required by the Municipality, during construction or during the period of warranty, make such openings, and to such extent through any part of the Work as the Municipality may direct, which he/she shall forthwith make good again to the satisfaction of the Municipality.

Add tp GC 3.04 EMERGENCY SITUATIONS

0.3 The Contractor shall have an emergency telephone answering system in operation outside of working hours and shall ensure that emergency personnel will return a call within 30 minutes of a message being left.

.04 Delete GC 3.09.01 and replace with:

.01 The Contractor may subcontract any part of the work, only to Subcontractors approved by the Municipality, subject to these General Conditions, to a maximum 50% of the contract value unless otherwise approved by the Owner.

Add to Section GC 3.0

.01 Project Meetings

The Contractor shall attend a monthly meeting or as required by the Municipality at the contract site office or the Municipal Office to discuss the progress of the Work and coordinate the work of utilities. The Contractor's Superintendent shall attend this meeting. Minutes of the meetings shall be recorded and shall be binding to both parties to the contract.

.02 Start Work Order

The Contract shall commence within 10 days after the Municipality has issued the start work order. The Contractor shall diligently execute the work to completion and substantially perform the work on or before the Substantial Performance date specified elsewhere in the Contract Documents.

4.3 GC 4.0 OWNER'S RESPONSIBILITIES AND RIGHTS

The Municipality will contract the services of an engineer to review the completed work, before the Complete Certificate is issued. This review will be paid for by the Municipality.

4.3 No Addenda

4.4 GC 5.0 Material

Add to GC 5.02 (Quality of Material)

.10 Should the Municipality require evidence that materials supplied by the Contractor comply with the Specifications, such evidence must be provided by the Contractor in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Municipality. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples.

.11 The Contractor shall submit samples of granular materials and the mix designs for concrete and asphalt at least two weeks prior to placement for review and acceptance by the Municipality.

.12 No material shall be placed until approved.

Add to GC 5.05.02 (Care of Material)

.08 Materials and/or equipment shall not be stored within 4 m of the travelled portion of any roadway. Notwithstanding the foregoing, the Contractor shall, at his/her own expense remove any equipment or material, which in the Municipality's opinion constitutes a traffic hazard.

4.5 GC 6.0 INSURANCE, PROTECTION AND DAMAGE

Add to GC 6.01.03

.01 The Contractor shall immediately notify the Municipality of any third party liability insurance claims, and their disposition. The Contractor shall notify his/her insurance Company immediately of any damage claim and provide to the Municipality an adjuster's report within 30 days of the occurrence of the alleged damage.

Add to GC 6.04

.03 Prior to execution of the agreement, the Contractor shall provide both a Performance Bond and a Labour and Materials Payment Bond in the amounts specified elsewhere in the contract documents.

Add to section GC 6.0

GC 6.06 OCCUPATIONAL HEALTH & SAFETY ACT

.01 In addition to the regulations under the Occupational Health & Safety Act (OHSA), the owner requires the Contractor to comply with the Owner's safety policies and procedures. A copy of the policies will be provided to the Contractor at the Pre Construction Meeting. The Owner's safety policies are in addition to and do not replace the requirements under the OHSA.

4.6 GC 7.0 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

Add to GC 7.01.05 (Contractor's Responsibilities)

.03 The Contractor shall provide the Municipality with the name and telephone number on his/her project superintendent or other reliable supervisor who can be contacted during the Contractor's absence from the job. Such person shall be responsible for inspecting the job periodically during the Contractor's absence and shall check and repair all signs, barricades, lights and roadway surface as required. No additional payment will be made for this work.

Add to GC 7.01.07 (Schedule)

.04 The Contractor shall schedule his work in a way that there will be no open excavation adjacent to a lane carrying traffic overnight and on nonworking days except where new pipes are being installed. Excavations within 4 m of lanes carrying traffic shall be backfilled with the specified material to profile grade and compacted prior to closing down operations.

.05 No night, Statutory Holiday or Sunday work will be permitted except in the case of an emergency and then only with the written permission of the Municipality. Should the Contractor wish to work during these periods, he/she shall request permission from the Municipality. This request should be made at least four (4) working days in advance should state the location and activity proposed. In addition, the Contractor shall provide the Municipality with a minimum 48 hours notice if work is to be carried out on a Saturday.

.06 The restrictions on working times contained in the clause shall not apply to any maintenance operations that the Contractor is required to perform under the contract. The Contractor shall provide any maintenance requested at any time including nights, Sundays and Statutory Holidays.

Add to GC 7.06 (Maintaining of Roads and Detours)

.12 Prior to moving off the job before each weekend, Statutory Holidays or any other non working day, the Contractor shall erect all signs, barricades and lights so that they will remain in place during the period of absence. The roadway shall be graded to provide a smooth travelling surface and water and calcium chloride added where necessary. No additional payment will be made for this work.

Add to GC 7.08 (Approvals and Permits)

.03 Upon completion of the Contract, and when requested by the Municipality, the Contractor shall provide the Owner with three copies of a form of release signed by the pit/dump site owner or any owner of private lands used by the Contractor as follows:

TO

DATE

RE: Release of Obligations

I hereby certify that (Insert Contractor's name) has fulfilled the terms of our Agreement and has left my property in a satisfactory condition.

I have accepted their final payment and release (Insert Contractor's name) and the (Insert Owner's name) from any further obligation in this matter

Signature of Property Owner _____

Final payment for affected items will not be paid to the Contractor until all the applicable forms of release have been signed by the respective property owners and received by the Municipality.

Add to GC 7.13 (Obstructions)

.04 The Contractor's attention is drawn to the presence of underground and overhead Utilities on the Contract.

.05 Existing Hydro poles, telephone poles and light standards requiring relocation will be relocated by others prior to the start of construction or during the construction. The Contractor shall work around such poles until they are relocated.

.06 The Contractor will be required to cooperate fully with the Utility Companies and work around the utilities so that the existing services are protected until such time.

.07 If a permanent relocation or replacement of an existing utility becomes necessary (at the discretion of the Municipality) during the work, the Contractor shall cooperate fully with the Owner's forces or the Utility Company to allow them the opportunity to make the necessary alterations to their plant.

.08 Should Owner arrange for other utility installations to be carried out within the contract area, the Contractor shall allow access and cooperate fully with the Utility's Contractor.

.09 All existing gas main must be protected by the Contractor in accordance with the Utility's specifications and procedures for uncovering of active pipeline and gas line supports.

.10 It shall be the Contractor's responsibility to contact all Utility Companies regarding their scheduling of work.

Add to GC 7.16 (Warranty)

.04 If the Municipality notifies the Contractor in writing of any imperfections prior to termination of the warranty, the Contractor shall make good such imperfections, notwithstanding that the work may commence after or extend beyond the end of the warranty period.

Add to Section GC 7.0

GC 7.19 (Temporary Water and Power)

.01 The Contractor shall make his/her own arrangements for the supply of temporary water and power, unless specified otherwise elsewhere in the Contract Documents.

4.7 GC 8.0 MEASUREMENT AND PAYMENT

Add to GC 8.02.04.01 (Progress Payment Certificate)

.06 The Owner shall retain twelve and a half percent (12.5%), comprised of a ten (10%) lien hold back in accordance with the Construction Lien Act (RSO 1990 C., 30 as amended) plus a two and a half percent (2.5%) maintenance security, of all payments due on Progress Payment Certificates in accordance with this clause. This retention shall be reduced to two and a half percent (2.5%) of all money due to the Contractor sixty one (61) days after the date of publication of the Certificate of Substantial Performance by the Contractor or the completion of the work as established by the Completion Certificate and on production of proof satisfactory to the Owner to the effect that there are no liens, garnishes, attachments, charges or monies due to the said work or contract in accordance with Clause GC8.20.04.05 and .07. The balance of the holdback shall be paid to the Contractor at the expiration of the warranty period providing that there are no outstanding maintenance or warranty issues. At the Contractor's option, the 2.5% maintenance security holdback may be released earlier if the Contractor provides an irrevocable letter of credit, to the satisfaction of the Municipality equal to the holdback for the balance of the warranty.

.07 Issuance of Payment Certificates shall be subject to the submission by the Contractor of the following documents.

- a) A satisfactory Clearance Certificate from the Workplace Safety and Insurance Board, and
- b) A Statutory Declaration regarding Payment of Accounts in a form satisfactory to the Municipality (second and subsequent payment certificates)

GC 8.02.09 (Liquidated Damages) is replaced with:

GC 8.02.09 LIQUIDATED DAMAGES

.01 If the Contractor fails to complete the work within the time as specified in the Contract, the Contractor shall pay to the Owner the sum of Five Hundred Dollars (\$500.00), as liquidated damages for each and every working days delay in finishing the work beyond the date of completion or the number of working days prescribed.

SECTION 5 STANDARD SPECIFICATIONS

Unless otherwise noted, the Ontario Provincial Standards and Specifications (OPSS) and the Ontario Provincial Standard Drawings (OPSD) shall prevail.

5.1 ORDER OF PRECEDENCE

In case of any inconsistency of conflict between the provisions of this Agreement and the Tender or any other document or writing the provisions of such documents shall take precedence and govern in the following order.

- a) Form of Agreement
- b) Addenda
- c) Tender Specifications
- d) Standard Specifications
- e) Form of Tender
- f) Information to Bidders

5.2 NO INCREASE IN RATES

No claim for increase in rates in the Form of Tender, or other prices quoted in the Contract will be entertained, nor shall the Bidder be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by the Municipality or other agents or employees or any other persons.

5.3 PAYMENTS

Progress Payments will be made as per OPS MUNI General Conditions, including applicable holdbacks as described in the Supplemental General Conditions of the Contract. Final Payment will be made subject to OPS General Provisions of Contract, and the following conditions if applicable.

- a) The Contractor shall provide two copies of a form of release signed by each property owner upon whose land the Contractor has entered for any purpose in conjunction with the Contract.
- b) For tax rebate claims by the Owner, copies of all invoices for materials supplied by the Contractor and permanently incorporated into the work, to include material costs and tax amounts paid.
- c) A statement defining the status of all damage or other claims received by the Contractor, resulting from the work. (If required)
- d) Submission of material testing results indicating conformity with the applicable specifications.
- e) Submission of WSIB Clearance Certificate.

5.4 FEE HOLDBACK

The Municipality will impose a 12.5% holdback on overall fees.

10% of the holdback will be released at the same time as the Municipality issues the Substantial Performance Statutory Holdback Release Payment Certificate to the Contractor (approximately 60 days after the Certificate of Substantial Performance is issued)

The remaining 2.5% holdback will be released after the final warranty inspection and the Municipality issues Final Completion to the Contractor (approximately 2 years after the Certificate of Substantial Performance is issued). This fee holdback requirement shall extend to the contract documents prepared by the Proponent on behalf of the Municipality as a special provision to the General Conditions of the Contract.

5.5 WARRANTY PERIOD

The Warranty Period for the work shall commence at the date of Substantial Performance and shall extend for a period of twenty – four (24) months for such date unless otherwise specified for various sections of the work.

A Warranty Holdback of 2.5% is to be applied until after the final warranty inspection and the Municipality issues a Final Completion to the Contractor.

The Warranty holdback, less any deductions as provided for in the Contract, shall be paid to the Contractor following the issuance by the Municipality of the final certificate at the end of the maintenance period. No interest shall be paid to the Contractor for the retained warranty holdback.

5.6 SUPPLY OF MATERIALS

The Bidder shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail. All materials, unless specified, must conform to the applicable industry standard.

The Municipality of Southwest Middlesex reserves the right to reject any supplier and or materials at its sole discretion.

5.7 NOTICES, PERMITS AND LICENCES

The Bidder shall obtain all necessary notices, shall apply for all permits, licences and inspections, and shall pay all fees for such notices, permits, licences and inspections required to complete the Work.

5.8 BIDDERS' SUPERVISION OF SITE

The Bidder shall provide a competent representative to be constantly on site during all working hours and ongoing throughout the execution of the Works. The Bidder's representative shall, at all times be in full control and be responsible for all activities and all phases of Work including those portions of the Works performed by subcontractors.

5.9 BIDDER'S SCHEDULE AND HOURS OF WORK

The Successful Tenderer shall be required, within a period of seven (7) calendar days after receiving notice that their Tender has been accepted, to submit to the Municipality for approval, a detailed schedule with sufficient information to demonstrate completion of all aspects of the works within the completion date requirements.

Under this Contract, the Contractor shall not work on Saturdays, Sundays or Statutory Holidays (except as instructed by the Municipality in the case of an emergency).

The Contractor may commence operations in the morning at 7 am. All operations must be off the road and secured for the evening no later than one half hour before sunset.

5.10 INSURANCE

- A) The Bidder shall indemnify and save harmless The Corporation of the Municipality of Southwest Middlesex and against all claims, demands, loss, damages, etc. The Bidder shall keep in force, 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 \$5 million (\$5,000,000) resulting from, or arising out of any act or omission on the part of the Bidder or any of his/her servants or agents during the execution of the Contract. The Bidder shall forward with the

executed contract documents a certified copy of the policy or certificate naming the Municipality of Southwest Middlesex as also insured.

- B) A policy of MOTOR VEHICLE LIABILITY insurance of standard wording, covering motor vehicles owned, leased or operated by or on behalf of the Contractor, in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence and equipment leased, borrowed, rented or operated with coverage of not less than Two Million (\$2,000,000) exclusive of interest or costs per occurrence; and

Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Contractor. The Contractor shall be responsible to pay all deductible amounts.

5.11 HEALTH & SAFETY AND WSIB

The Successful Proponent is required to conform to the Occupational Health & Safety Act related to the performance of the contract. In addition, the successful proponent will be required to supply to the Municipality a valid Clearance Certificate issued by WSIB, or if applicable, a letter from WSIB verifying Independent Operator's status.

5.12 UTILITIES

The Bidder is responsible for arranging for Utility Locates. It is the Bidder's duty to ensure the correctness of locates before performing work in a sensitive area.

5.13 QUANTITIES

The quantities shown for the items under Section 6, Form of Tender are estimated based on field measurements of the existing surfaces. The Municipality reserves the right to alter the quantities or portion of the Work at any time.

5.14 DISPOSAL

Disposal of materials shall be such as to be unsightly or potentially unsightly when viewed from the highway/facility, and shall be carried out in an environmentally acceptable manner.

5.15 PRIVATE PROPERTY

The Bidder shall assume full responsibility for crossing or making use of private property and shall obtain all necessary permission.

5.16 METHOD OF WORK

The work to be performed generally includes the supply and operation of contracted equipment to perform the duties as described in this document.

The scope is meant to include the supply and mobilization of all materials, equipment, labour and safety devices as necessary. The Work locations are indicated on the attached map and Form of Tender.

The Work Locations are indicated on the map in Appendix A.

5.17 LAYOUT OF WORK

The Municipality of Southwest Middlesex will provide a layout of the extreme limits of each road to be rehabilitated or resurfaced. These are indicated in the attached location maps in Appendix A.

The Contractor will be responsible for re-establishment of the horizontal and vertical road alignments that exist in the field, to ensure reinstatement of centreline grades. The cost of which shall be included in the submission of prices.

5.18 PULVERIZING

- * Pulverizing shall be to a minimum depth of 100 mm.
- * The width shall be full lane of existing road surface.
- * Material to be left in place.
- * To be shaped and compacted.
- * Measurements are in square Metres.

5.19 GRANULAR APPLICATIONS

- * Granular shall be supplied, placed, shaped and compacted.
- * Granular material testing must be provided to the Municipality prior to applications. Granular material shall conform to the OPSS 1010.
- * All field test performed by the Contractor involving Quality Control and/or Assurance shall be supplied to the Municipality.
- * Applications are estimated at the depths as indicated in Form of Tender.
- * Dust suppressant/control will be required and supplied by the Contractor.
- * Measurements are in metric tonnes.

5.20 SURFACE TREATMENT

- * 2 Applications of Tar & Chip Surface Treatment for Olde Road, 10 Km.
- * 2 Applications of Tar & Chip Surface Treatment for Simpson Road, 2.3 Km
- * 1 Application of Tar & Chip, Surface Treatment for Tait's Road, 1.4 Km. This road has already been Surface Treated once, this will be a final Surface Treatment of Tar & Chip

5.21 HAULAGE ROUTES

The requirements of the General Conditions of Contract shall apply with the following provisions.

- a) The Contractor at all times keep their haulage routes free from materials spilled on the street surfaces by their equipment, and shall maintain the streets in clean condition to the satisfaction of the Municipality. The Municipality may inspect haulage routes, the site and adjacent premises daily and may halt operations or may carry out such additional cleaning operations, as he/she considers necessary, deducting the cost from monies due or to become due to the Contractor.
- b) No separate measurement or payment will be made for any additional expense to the Contractor as a result of the requirements under this subsection.

5.22 QUALITY CONTROL

The Municipality of Southwest Middlesex reserves the right to sample and test materials on site. The Contractor shall cooperate with the Municipality in collecting quality control samples.

5.23 PROTECTION OF PUBLIC AND TRAFFIC CONTROL

All traffic control, procedures and devices shall be provided by the Contractor and conform to the requirements of the following references:

- a) The Ministry of Transportation "Ontario Traffic Manual" (OTM) Book 7.
- b) The Ministry of Transportation.

The Contractor shall avoid the blocking of vehicular or pedestrian traffic for a longer period than is necessary for the proper construction of the work.

Construction signs, barricades, warning signs, lanterns, 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 Municipality.

Detour signing in the event detours are required and/or permitted, outside of the Contract Limits shall also be carried out by, and at the expense of, the Contractor.

The Contractor shall provide, at his/her own expense, flag persons where additionally required for the direction of traffic. The flag persons shall be on duty continuously when construction is being carried out adjacent to traffic, unless directed otherwise by the Municipality.

5.24 NOTIFICATIONS

It is the Contractor's responsibility to notify applicable utility and emergency services before closing any roadway to traffic. In the case where the roadway is utilized as a school bus route, the Contractor shall notify the appropriate educational authority. The notifications shall be made in writing, with copies provided to the Municipality via email.

The Contractor make every effort to facilitate the movement of mail delivery, school, garbage collection and recyclable collection vehicles. If the work prohibits the ability of these vehicles to provide service the Contractor, at no extra expense to the Owner, shall coordinate with the affected service to undertake this work.

5.25 MATERIALS

The Contractor shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail. All Materials, unless specified, must conform to the applicable industry standard.

The Municipality reserves the right to reject any supplier and/or materials at their sole discretion.

Testing of all materials shall conform to the specifications. Tests are required for every different source of aggregate materials (pit, quarry). The cost for all material shall be borne by the Contractor. The Municipality reserves the right to perform correlation testing at anytime. Should any test not conform to the Specifications, the Municipality may disqualify that particular lot of material.

THE MUNICIPALITY WILL ACCEPT ONLY STOCKPILE TESTED AND APPROVED.

SECTION 6 FORM OF TENDER

SUBMITTED BY:

To: The Corporation of the Municipality of Southwest Middlesex
Attention: Greg Storms, Public Works Manager
153 McKellar St, Glencoe, Ontario
N0L 1M0

The undersigned also undertakes to do all the Work required for the Pulverizing and Re Surfacing in accordance with the Contract Documents at the prices Tendered as follows:

Dollars (\$_____) including HST, or such other sum as may be ascertained in accordance with the Contract Documents.

1. The Schedule of Items and Prices shall form part of this Tender. If there is any conflict between the Tender Sum entered above and the correct summation of the lump sum prices, provisional sums and correct extensions of the unit prices and quantities entered in the aforesaid Schedule, the said summation shall take precedence.
2. This Tender is irrevocable for ninety (90) days after the closing time, whether or not any other Tender has previously been accepted or not and whether notice of acceptance of another Tender has been given or not.
3. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

NAME OF BIDDER_____

FULL ADDRESS OF BIDDER AND TELEPHONE AND FAX NUMBERS

SIGNATURE OF BIDDER_____

SECTION 6.0 DESCRIPTION OF WORKS REQUIRED

OLDE ROAD (Highway #80/Dundonald Road to Thames Road) Surface Road 6.5 M in Width and 10 Km in Length.			
ITEM	TOTAL DISTANCE	UNIT PRICE	TOTAL PRICE
Pulverizing Existing Road Surface (Minimum depth 100 mm, shape blend and compact)	10 Km	\$	\$
Granular "A" Road Surface And Shoulders (Place, shape, blend and compact)	10 Km	\$	\$
Granular "A" Entrances and Mailboxes (Place, shape and blend and compact)	10 Km	\$	\$
Double Surface Treatment (Tar & Chip)	10 Km	\$	\$
SIMPSON ROAD (Longwoods Road to Thames River Bridge) Surface Road 6.5 Km Width and 2.3 Km in Length.			
ITEM	TOTAL DISTANCE	UNIT PRICE	TOTAL PRICE
Pulverizing of Existing Road Surface (Minimum depth of 100 mm, shape blend and Compact)	2.3 Km	\$	\$
Granular "A" Road Surface and Shoulders	2.3 km	\$	\$
Granular "A" Entrances and Mailboxes (Place, shape and blend and Compact)	2.3 Km	\$	\$
Double Surface Treatment (Tar & Chip)	2.3 Km	\$	\$
TAIT'S ROAD (Parkhouse to Glendon) Surface Road 6.5 Km Width and 1.4 Km in Length			
ITEM	TOTAL DISTANCE	UNIT PRICE	TOTAL PRICE
Single Surface Treatment (Tar & Chip)	1.4 Km	\$	\$

6.1 List of Subcontractors

PROVIDE LISTING OF SUBCONTRACTORS THAT MAY BE INCLUDED IN THIS JOB.

Subcontractor Name and Address

- 1. -----

- 2. _____

- 3. _____

6.2 BIDDERS EXPERIENCE IN SIMILAR WORK

1. For Whom was work completed _____

Year Completed _____

Value of Work _____

Description of Work _____

2. For Whom was the work completed _____

Year Completed _____

Value of Work _____

Description of Work _____

6.3 TENDER CHECK LIST

Tender Due Date: Friday, May 31, 2019
Tender Number: Tender PW 02-2019
Name of Tender PULVERIZING AND SURFACE TREATMENT (TAR & CHIP)

This checklist is provided for the convenience of the Bidder to ensure that all required Tender Documents have been completed and enclosed in the Tender envelope. Please check items required and return with your Tender.

- _____ Tender Security
- _____ Correct Forms as provided
- _____ Properly Signed
- _____ All Items Bid
- _____ Completed Form of Tender
- _____ List of Subcontractors
- _____ List of Bidders Experience

I/We have read the Tender procedures, instructions to bidders and other supporting documentation and understand such procedures, instructions and documentations and agree to the terms and conditions set forth in this Tender.

Signature of Bidder

TENDER SUBMISSION LABEL FOR ENVELOPE

FROM: _____

CONTACT: _____

TELEPHONE: _____

Deliver to

Municipality of Southwest Middlesex

Administration Office

153 McKellar, Street

Glencoe, Ontario

NOL 1M0

TENDER NUMBER: PW 02-2019

CLOSING DATE: Friday, May 31, 2019

DESCRIPTION: PULVERIZING AND SURFACE TREATMENT (TAR & CHIP)