



Town of
Kearney

THE CORPORATION OF THE TOWN OF KEARNEY

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road for 2024

TABLE OF CONTENTS

ASPHALT Chetwynd Rd. / Echo Ridge Rd.	1
1.0 INTRODUCTION/SCOPE OF WORK	1-1
2.0 GENERAL INSTRUCTIONS TO BIDDERS	2-1
2.1 SEALED TENDERS	2-1
2.2 CLOSING DATE/TIME	2-1
2.3 BIDDER IDENTIFICATION.....	2-1
2.4 SUBMISSION OF QUOTATION	2-1
2.5 ACKNOWLEDGEMENT	2-1
2.6 DISQUALIFICATIONS FOR PAST PERFORMANCES	2-1
2.7 TAXES – HARMONIZED SALES TAX (HST)	2-1
2.8 ACCEPT OR REJECT PROPOSALS	2-2
2.9 IRREVOCABILITY AND FIRM PRICES.....	2-2
2.10 FREEDOM OF INFORMATION.....	2-2
2.11 AMENDMENT OR WITHDRAWAL OF BIDS	2-2
2.12 ACCEPTANCE OF BID	2-2
2.13 ONE ELIGIBLE TENDER	2-2
2.14 TENDER QUANTITIES	2-2
2.15 CONTRACT PERIOD.....	2-2
2.16 ADDENDA.....	2-3
2.17 QUESTIONS/CLARIFICATIONS	2-3
3.0 GENERAL CONDITIONS	3-1
3.1 EXTENT	3-1
3.2 TENDER DEPOSIT	3-1
3.3 OWNER'S RESPONSIBILITY	3-1
3.4 ACCEPTANCE OF SURFACES.....	3-1
3.5 PERMIT, LICENSE & REGULATIONS	3-1
3.6 AUTHORITY TO CHANGE.....	3-1
3.7 ACCESSIBILITY.....	3-1
3.8 OCCUPATIONAL HEALTH AND SAFETY ACT	3-2
3.9 LOCATION OF SERVICES	3-2
3.10 INSPECTION AND TESTING.....	3-2
3.11 PROTECTION OF PROPERTY.....	3-2
3.12 DELAY IN PROJECT	3-2
3.13 TERMINATION.....	3-2
3.14 ASSIGNMENT.....	3-2
3.15 FAILURE TO COMPLETE.....	3-3
3.16 CONSTRUCTION LIEN ACT	3-3
3.17 CONTRACT RELEASE	3-3
3.18 WHMIS.....	3-3
3.19 ONTARIO PROVINCIAL STANDARDS (OPS).....	3-3

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road for 2024

Table of Contents - Continued

4.0	INSURANCE REQUIREMENTS.....	4-1
4.1	INSURANCE	4-1
4.2	LIABILITY INSURANCE	4-1
4.3	OWNED AUTOMOBILE LIABILITY	4-1
4.4	ENVIRONMENTAL IMPAIRMENT LIABILITY	4-2
4.5	WORKPLACE SAFETY & INSURANCE BOARD	4-2
4.6	INDEMNIFICATION.....	4-2
4.7	LIQUIDATED DAMAGES	4.2

5.0	PROPONENT INFORMATION/EXPERIENCE	5-1
5.1	PROPONENT/BIDDER INFORMATION.....	5-1
5.2	PROJECT EXPERIENCE.....	5-1

6.0	FORM OF TENDER	6-1
6.1	SCHEDULE OF ITEMS AND UNIT PRICES	6-1

7.0	SPECIFICATIONS.....	7-2
7.1	QUANTITIES.....	7-2
7.2	DISPOSAL OF SURPLUS MATERIALS.....	7-2
7.3	PEDESTRIAN ACCESS.....	7-2
7.4	RIGHT TO PERFORM WORK IN HOUSE.....	7-2
7.5	LABORATORY TEST METHODS	7-2
7.6	HOT MIX ASPHALT	7-2
7.7	ASPHALT REPAIR.....	7-3
7.8	HOT MIX PRICE ADJUSTMENT	7-3
7.9	MAINTENANCE HOLE AND WATER VALVE ADJUSTMENTS	7-3
7.10	LOCATION OF WORK	7-3
7.11	TIMING OF CONSTRUCTION	7-3
7.12	PAYMENTS.....	7-3

8.0	GENERAL CONDITIONS.....	8-1
8.1	LIST OF CONTRACT SPECIFICATIONS.....	8-1
8.2	LIST OF CONTRACT SPECIFICATION DRAWINGS.....	8-1

9.0	FORM OF TENDER	9-2
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TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road for 2024

INTRODUCTION/SCOPE OF WORK

1.0 INTRODUCTION/SCOPE OF WORK

The tender is for the supply of materials, labour, equipment and traffic control for Asphalting of Chetwynd Road and Echo Ridge Road over the pulverized portions with one 60mm. lift of HL4 for 2024.

All proposals must be CLEARLY marked "Asphalt Chetwynd Road / Echo Ridge Road for 2024 with same forwarded to:

Paul Audette
Public Works
Superintendent
paul.audette@townofkearney.ca

Please note Paul Audette is the **primary contact** for questions during the submission process. Mr. Audette can be contacted via email paul.audette@townofkearney.ca or alternatively, by telephone: (705) 746-1735. To ensure fairness to all proponents, any and all questions that require detailed clarification or that may materially alter this tender shall be submitted in email form.

Without limiting the generality of this Tender, the successful proponent will be responsible for all works necessary in accordance with OPS Standard.

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Rd. and Echo Ridge Road FOR 2024

GENERAL INSTRUCTIONS TO BIDDERS

2.0 GENERAL INSTRUCTIONS TO BIDDERS

2.1 Emailed Tenders

All proponents shall email signed Tenders, marked as follows:

Asphalt of Chetwynd Rd. and Echo Ridge Rd. for 2024

2.2 CLOSING DATE/TIME

Sealed and marked Tenders will be received until 2:00 PM on Monday, June 10, 2024. Tenders will be opened at 2:15 PM of the same day.

2.3 BIDDER IDENTIFICATION

Each bid shall contain the full name of the proponent, and be duly signed by a person with binding corporate authority.

2.4 SUBMISSION OF QUOTATION

- **Form of tender:** Tender shall be submitted on the blank form herewith provided and shall give the lump sum and/or unit prices for the work, and the total tender shall be described in both words and figures.
- **Proponent Information Experience:** The proponent information experience shall be submitted on the blank form herewith provided.
- **Addenda:** Bidders shall sign and date all addenda and attach copies to the submitted tender.
- **Tender Deposit.** Bidders shall submit a certified cheque or bid bond in the amount of 10% of the tender price.

2.5 ACKNOWLEDGEMENT

The proponent acknowledges that they have carefully reviewed this Tender, including any and all other related all relevant documents, and understands the scope of work proposed; further, they confirm that their Tender is based entirely on the terms, specifications, requirements and conditions as set out in the Tender document.

2.6 INELIGIBILITY BASED ON PAST PERFORMANCES

The Town reserves the right to disqualify a contractor due to the Bidder's past performance on previous contracts awarded, failure to complete awarded work or termination of previous contracts.

2.7 TAXES – HARMONIZED SALES TAX (HST)

The 13% Harmonized Sales Tax will be paid on all work performed within the contract. It will be listed as a separate item on all tender documents and adjusted on final payment in accordance with the final contract price.

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Rd. and Echo Ridge Road FOR 2024

GENERAL INSTRUCTIONS TO BIDDERS

2.8 ACCEPT OR REJECT PROPOSALS

The proponent is advised that the Corporation of the Town of Kearney reserves the right to reject any or all bids. The Town may also, at its sole discretion, award the proposed work to other than the low bidder. The proponent is advised that failure to satisfy any term or condition of this Tender may result in the rejection of said Tender. Further, any incomplete bids, bids not properly signed/dated, bids received after the closing date/time, bids that contain restrictions and/or provisions, bids with incomplete calculations, bids lacking required information (bonding/proof of insurance), will be rejected as incomplete.

2.9 IRREVOCABILITY AND FIRM PRICES

The Tenders received shall be quoted in Canadian Dollars and shall remain irrevocable and firm for acceptance for a period not less than ninety (90) days after the closing date unless otherwise stated herein.

2.10 FREEDOM OF INFORMATION

The proponent acknowledges that any information or documents provided in response to this Tender may be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documentation.

2.11 AMENDMENT OR WITHDRAWAL OF BIDS

The proponents may amend or withdraw their Tender prior to the closing date and time by submitting a clear and detailed written notice to the Tender contact. All Tenders become irrevocable after the closing date and time.

2.12 ACCEPTANCE OF BID

If the proponent bid is accepted, the proponent agrees to execute an agreement to undertake the scope of work (as defined in this Tender) within 30 (thirty) days of Notice of Award to the successful proponent.

2.13 ONE ELIGIBLE TENDER

In the event of only one eligible Tender submitted for the above project, it is understood and agreed, by the proponent concerned, that the Town, may, at their option, re-issue the project for better response, without any change being made to the Tender document.

2.14 TENDER QUANTITIES

The quantities shown for the unit prices are estimated only and are for the sole purpose of indicating to Tenderers the general magnitude of the work. For any work done or materials supplied on the unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered. All bids shall show applicable tax as a separate line item.

2.15 CONTRACT PERIOD

This contract shall commence immediately upon awarding the tender, and will be valid through to August 31, 2024 and may be renewed for one (1) additional twelve (12) month period at the same rate, terms and conditions. The renewal period shall be at the sole discretion of the

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Rd. and Echo Ridge Road FOR 2024

GENERAL INSTRUCTIONS TO BIDDERS

Corporation of the Town of Kearney, with sixty (60) days written notice to the successful bidder. Any extension shall be subject to performance review.

2.16 ADDENDA

In the event that questions/responses to this RFT require amendments or modifications to the original document, such amendments shall be advertised on the Town's Corporate Website (www.townofstmarys.com). It is the proponent's sole responsibility to review the aforementioned website for any amendments/modifications to this RFT.

2.17 QUESTIONS/CLARIFICATIONS

The proponent shall direct any and all questions relating to this Tender to the principal contact Paul Audette via e-mail by no later than 2 (two) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this Tender, the proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction or clarification of same. The primary contact will determine the extent of resolution required.

3.0 GENERAL CONDITIONS

3.1 EXTENT

The Contractor shall be liable for all costs of doing the work, including labour, benefits, equipment, operating materials and taxes.

3.2 TENDER DEPOSIT

Each bidder is required to submit a certified cheque or bid bond in the amount of 10% of the tender price. *Photocopies or faxed copies of bid deposit will result in the bid being rejected.*

The tender deposits of all tenders except the two lowest bids will be returned within ten days from the date of opening quotations. The tender deposits of the two lowest bids will be retained until a tender has been accepted and all documents required herein have been furnished to the satisfaction of the Solicitor and the Director of Operations for the Corporation.

3.3 OWNER'S RESPONSIBILITY

The Contractor shall indemnify and hold harmless the Town, his agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceeding arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of Work.

3.4 ACCEPTANCE OF SURFACES

It is the Contractors' responsibility to examine the work of other trades on which the quality of their respective work depends. Any unsatisfactory site conditions or defects affecting the work, shall be brought to the attention of the principle contact. Commencement of work will imply acceptance of the preexisting condition.

3.5 PERMIT, LICENSE & REGULATIONS

The Bidder shall apply and pay for all necessary permits, licenses, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

3.6 AUTHORITY TO CHANGE

No changes shall be made from the Tender Specifications without the approval of the Operations Department.

3.7 ACCESSIBILITY

The Town is committed to the accessibility principles of preventing and removing barriers in accessing goods and services to people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be

TENDER NO. RFT-PW-02-2024

Asphalting Chetwynd Road and Echo Ridge Road FOR 2024

GENERAL CONDITIONS

provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

3.8 OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Contractor acknowledges that they will comply with these regulations and that they will be the Constructor under said Act as it relates to the completion of this tender.

3.9 LOCATION OF SERVICES

It is the responsibility of the Contractor to locate services prior to commencement of work.

3.10 INSPECTION AND TESTING

The Owner and/or its' representative shall at all times have access to the work, whether during preparation or while work is in progress, and the general contractor shall provide proper facilities for such access and inspection.

3.11 PROTECTION OF PROPERTY

- a) The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this Contract. Any damage done to the Town's or surrounding property must be made good to the satisfaction of the Corporation of the Town of Kearney;
- b) The Contractor will supply adequate and competent traffic control people, if required, during the project;
- c) The Contractor shall maintain adequate fire protection at the site, portable fire extinguishers, etc., to the satisfaction of the Corporation of the Town of Kearney.
- d) Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workmen by accidents around and adjacent to the project.

3.12 DELAY IN PROJECT

All damage, loss, expense and delay incurred or experienced by the Contractor in the execution of the work, by reason of unanticipated difficulties, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

3.13 TERMINATION

The Corporation of the Town of Kearney reserves the right to cancel this agreement upon any violation of this agreement or the quality of work and/or performance of equipment.

3.14 ASSIGNMENT

The Contractor shall not assign the Contract nor the proceeds without the written consent of the Town.

TENDER NO. RFT-PW-02-2024

Asphalting Chetwynd Road and Echo Ridge Road FOR 2024

GENERAL CONDITIONS

3.15 FAILURE TO COMPLETE

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Town may, upon serving written notice of intent to take action to complete by whatever means deemed necessary. In addition to any other remedy available in law or equity, the Town may use all monies due on the Contract to correct or complete said work.

3.16 CONSTRUCTION LIEN ACT

The provisions of The Construction Lien Act, R.S.O. 1990,c.C.30, as amended shall be fully complied with by the Contractor. A ten percent (10%) hold back of the entire amount of the contract price will be applied by the municipality until all of the conditions and obligations of the Act have been fully completed.

3.17 CONTRACT RELEASE

The holdback shall be released 45 days after the date of the certification of the substantial completion. Before the amounts in either the Holdback Reduction or Final Certificates are paid, the contractor shall deposit with the Operations Department Staff a Statutory Declaration re: Payments of accounts, Liens & Liabilities together with a current certificate from the Workplace safety and Insurance Board. Payments certificates will not be issued without receipt of a valid Workplace Safety and Insurance Board Certificate.

3.18 WHMIS

The contractor must provide a list of any designated substances and/or WHMIS controlled materials that will be brought onto the worksite, as well as material safety data sheets for same.

3.19 ONTARIO PROVINCIAL STANDARDS (OPS)

The contractor shall follow the specification of the Ontario Provincial Standards for roads and Public Works (OPS). www.ragsb.mto.gov.on.ca

4.0 INSURANCE REQUIREMENTS

4.1 INSURANCE

The successful contractor, and each and every sub-contractor (if applicable) shall, for the term of the contract, take out and keep in effect with insurers licensed to carry on business in the Province of Ontario, at their own expense, the following Insurance:

4.2 LIABILITY INSURANCE

The successful bidder shall maintain sufficient Public Liability insurance and shall provide to the Town proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:

- a) \$5,000,000 primary limits (or primary plus excess liability coverage equaling \$5,000,000 or greater) for both General Liability and Non-Owned Automobile Liability, coverage to include Bodily Injury, Death, Property Damage and Products/Completed Operations with a property damage deductible of not more than \$5,000; Policies to be written on an occurrence basis.
- b) Certificates must provide; for thirty (30) days notice to the Town in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
- c) Certificates to name the Corporation of the Town of Kearney and any applicable Boards or Commissions as additional insured with respect to work performed.
- e) Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.
- f) Completed Operation Coverage shall be maintained for 12 months from the date of final acceptance.

4.3 OWNED AUTOMOBILE LIABILITY

Automobile liability insurance in respect of licensed vehicle shall have limits of not less than five million dollars inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 days written notice in advance of any cancellation, change, or amendment restricting coverage:

- a) standard non-owned automobile policy including standard contractual liability endorsement, and
- b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road for 2024

4.4 ENVIRONMENTAL IMPAIRMENT LIABILITY

The successful contractor and each and every sub-contractor (if applicable) shall, for the term of the contract, keep in effect with insurers licensed to carry on business in the Province of Ontario, a Policy of Insurance, providing as a minimum the following:

- a) \$2,000,000 per claim and annual aggregate protection against Liability Imposed by law resulting from Environmental Damage of a sudden and accidental nature; also known as Limited Pollution Liability Coverage. Such coverage shall not be subject to a deductible in excess of \$25,000.00.
- b) Certificates of Liability to be provided allowing (30) days notice to the Town in the event of Cancellation or non renewal of such policy.
- c) Certificates to name the Corporation of The Town of Kearney and any applicable boards or commissions as additional Insured's with respect to the work performed.
- d) Such coverage shall be maintained in effect continuously through the term of the contract and renewal certificates must be provided prior to Policy expiry.

4.5 WORKPLACE SAFETY & INSURANCE BOARD

The Contractor shall at time of entering into any contract with the Town of Kearney or prior to receiving periodic payment(s) on substantial and/or total performance of the work, provide evidence of compliance with requirements of the Province of Ontario Workplace Safety and Insurance Board. Such clearance certificate shall indicate that the contractor and any subcontractors have complied with the requirements and are in good standing.

4.6 INDEMNIFICATION

The Contractor shall save and hold harmless The Corporation of the Town of Kearney from any and all liability arising from the execution of the described contract.

4.7 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the RFT is not finished or completed within the number of working days as set forth in the RFT, damage will be sustained by the Town and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the Town will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Town the sum of \$500.00 per day for liquidated damages in finishing the work in excess of the number of working days prescribed and it is agreed that this amount is an estimate of the actual damage to the Town which will accrue during the period in excess of the prescribed number of working days.

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

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road for 2024

PROPOSER INFORMATION/EXPERIENCE

5.0 PROPONENT INFORMATION/EXPERIENCE

5.1 PROPONENT/BIDDER INFORMATION

All fields must be completed by the Proponent

Authorized Signing Authority: _____
(Full Name & Title)

Signature: _____

_____ I have authority to bind the Corporation

_____ Dated:

Mailing Address: _____

Email: _____

Phone _____

Fax _____

5.2 PROJECT EXPERIENCE

The proponent must provide examples of similar work, including a list of professional references that can confirm relevant experience/qualifications as relates to the proposed scope of work identified in this Tender document.

To further determine the proponent's capacity to undertake the scope of work, the proponent shall list the principal staff involved in this project.

Project Examples

Project Value

Description

Project Value	Description

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road for 2024

PROPOSER INFORMATION/EXPERIENCE

Professional References

Contact Name	Company	Contact Email/Phone

Project Staff (Outline experience/qualifications as relates to the scope of work proposed)

Team Member #1

Name:

Role: _____

Qualifications: _____

Team Member #2 (if applicable)

Name:

Role: _____

Qualifications: _____

Team Member #3 (if applicable)

Name:

Role: _____

Qualifications: _____

If more space is needed, please provide a separate page.

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road FOR 2024

FORM OF TENDER

6.0 FORM OF TENDER

6.1 SCHEDULE OF ITEMS AND UNIT PRICES

Item No.	Description	Estimated	Unit price	Total
		Quantity	PRICE	
1	Chetwynd Road approx. 2000m x 6m x 60mm	1,764 T.		
2	Echo Ridge Road approx.. 2000m x 6m x 60mm	1,764 T.		
	SUBTOTAL			
	H.S.T.			
	TOTAL			

*Total Tender Amount to be repeated here in writing:

_____ DOLLARS

BREAKDOWN OF TENDER AMOUNT

Approximate cost of material \$ _____

Approximate cost of Labour and other charges \$ _____

H.S.T. \$ _____

TOTAL \$ _____

7.0 SPECIFICATIONS

7.1 QUANTITIES

The quantities listed are estimated only. Payment shall be made on quantities actually measured in the field.

7.2 DISPOSAL OF SURPLUS MATERIALS

All excavated material shall become the property of the Town as noted below, and the Contractor's unit price bid for the item shall include the cost of loading, hauling, and dumping the material as directed by the designated Town's staff. The Contractor's management of excess materials shall be in accordance with OPSS 180.

1. **Earth material** shall be the property of the Town and shall be disposed of at a location determined by Town staff.
2. **Asphalt** shall be the property of the Town and shall be hauled to the Municipal Operation Center.
3. **Concrete** shall be the property of the Town and shall be hauled to the Municipal Operation Centre.

7.3 PEDESTRIAN ACCESS

The Contractor must maintain pedestrian access to all entrances at all times during construction in compliance with the Ontario Department of Labour requirements. If, in the opinion of the designated Town's staff, the access is not satisfactory, then all work will be ordered stopped until proper access is achieved.

7.4 RIGHT TO PERFORM WORK IN HOUSE

The Corporation further reserves the right to perform any of the described work with its own forces as time and availability permit.

7.5 LABORATORY TEST METHODS

Laboratory test methods shall be in accordance with Ministry of Transportation of Ontario laboratory testing manual and field tests shall be in accordance with accepted M.T.O. practice.

7.6 HOT MIX ASPHALT

The unit prices shall include mixing, laying and compacting hot mix asphalt in the required thicknesses and pavement mixtures according to Specifications, O.P.S. No. 310 and O.P.S. Drawing Nos. 507.01 and 509.01 (copies attached). All thicknesses stated in the Tender shall be after compaction.

In most cases the thickness of asphalt placed will be based on the depth of the existing asphalt adjacent to the road cut, however the contractor must check with the Town representative who will advise of the number and thickness of each lift to be placed. Asphalt mixes using recycled materials will not be permitted.

The Town may carry out testing during the paving operations to ensure consistency of the supplied material and uniform compaction.

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road for 2024

SPECIFICATIONS

All items to supply and place asphalt must include the cost to supply liquid asphalt cement, SHRP Performance Graded Asphalt Binder PG58-28.

7.7 ASPHALT

All prices shall include costs for labour, material and equipment to complete the work. The hot mix asphalt shall be placed where applicable in one lift consisting of 60mm-HL4 surface. **The surface course shall not be placed upon a previously laid course within the twelve hours following final compaction of the latter, or until the temperature of the previous course is 50°C or less, whichever occurs first.**

Traffic will be allowed over the course; however, the Contractor will be responsible for and the Unit Price bid shall also include the cost of saw cut all edges of the existing asphalt. An approved bonding agent shall be used on all edges prior to the placement of the asphalt and shall be included in the unit price.

7.8 HOT MIX PRICE ADJUSTMENT

There will be no hot mix price adjustment for this work.

7.9 MAINTENANCE HOLE AND WATER VALVE ADJUSTMENTS

For the unit price bid the contractor shall supply all labour, equipment, and material except lids and adjustment units to reset existing maintenance holes. All existing brickwork and mortar or adjustment units shall be entirely removed down to the original concrete casting and properly built up using adjustment unit in accordance with the OPSS 408 and OPSD 704.010. Town shall supply lids and adjustment units.

7.10 LOCATION OF WORK

The location of asphalting will occur on the pulverized areas of Chetwynd Rd. and Echo Ridge Rd. as directed by the Public Works staff.

7.11 TIMING OF CONSTRUCTION

Work shall be completed within 15 working days of notification by the Town of each work task assigned to the Contractor. The full tendered contract must be completed by no later than August 31, 2024.

7.12 PAYMENTS

The Contractor shall be paid on a monthly basis, for all work, which in the opinion of the Director of Operations or his designate, has been satisfactorily completed. The Contractors invoice must state the location of the work performed, the unit price, and the extended price of each job for which work is deemed to be completed.

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road for 2024

GENERAL CONDITIONS

8.0 GENERAL CONDITIONS

The following specifications which may apply to this project are not included with this tender package. If the bidder does not have OPSS and OPSD documents he should go on line at www.ragsb.mto.gov.on.ca for copies.

8.1 LIST OF CONTRACT SPECIFICATIONS

OPSS 180	General Specification for the Management of Excess Material
OPSS 310	Construction Specification for Hot Mix Asphalt
OPSS 408	Construction Specification for Adjusting or Rebuilding Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Chambers.
OPSS 510	Construction Specification for Removals
OPSS 1150	Material Specification for Hot Mix Asphalt

8.2 LIST OF CONTRACT SPECIFICATION DRAWINGS

OPSD 507.010	End Treatment for Pavement Patching
OPSD 509.010	Pavement reinstatement for utility cuts
OPSD 704.010	Precast Concrete Adjustment Unit for MH, CB, and Valve Chamber

TENDER NO. RFT-PW-02-2024

Asphalting of Chetwynd Road and Echo Ridge Road for 2024

FORM OF TENDER

9.0 FORM OF TENDER

TO: The Corporation of the Town of Kearney

The underlined Tenderer has carefully examined the Form of Tender document.

The underlined Tenderer who is skilled in the work described in the documents and well able to perform the same in accordance therewith has carefully examined the site of the work and will provide all necessary labour, equipment and will do all the work and furnish all materials called for by the Tender documents in the manner prescribed therein, for the cost as submitted in the Bid Price.

The underlined bidder also understands and agrees as follows:

1. This Tender is irrevocable and open for acceptance for a period of ninety (90) days from the date of the closing of the Tender, within seven (7) days from the date of acceptance of this Tender, the Contractor will enter into a formal contract with the Town and provide the documents as described in the Tender.
2. The Agreement will be dated seven (7) days from the date of Notice of Acceptance of the Tender.
3. That no person, firm or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made and to which it relates.
4. That this Tender is made by the Tenderer without any connection, knowledge, comparison of figures or arrangement with any other person or person submitting a Tender for the same contract, and is in all respects fair and without collusion or fraud.

FIRM NAME: _____

ADDRESS: _____

POSTAL CODE: _____ EMAIL ADDRESS: _____

PHONE NUMBER: _____ FAX: _____

NAME, TITLE OF PERSON AUTHORIZED TO SIGN

SIGNATURE

DATE