



## REQUEST FOR TENDER

Contract No. 2024-004

### **CRACK SEALING – Highway 518 E/Chetwynd Rd.**

Tender Closing Date & Time: September 13, 2024 at 2:00 pm  
Tender Opening Date: September 13, 2024 at 2:05 pm

Contact Person: **Paul Audette**  
Public Works Superintendent  
[Paul.audette@townofkearney.ca](mailto:Paul.audette@townofkearney.ca)  
Town of Kearney  
8 Main Street, P.O. Box 38  
Kearney, Ontario  
Office: (705) 732-4300 x (501)  
Cell: (705) 746-1735

**(Lowest or any tender not necessarily accepted)**

#### SCOPE OF WORK

Furnish all materials, equipment, labor, and related items necessary to complete the work of preparing and placing crack sealant. The items of work to be performed shall include but are not limited to:

1. Crack Sealing (less than 1.5" width)
2. Mastic Sealing (larger than 1.5" width)

## INFORMATION TO TENDERERS

### Emailed Tenders

All proponents shall email signed Tenders, marked as follows:

#### Crack Sealing of Highway 518 East

### CLOSING DATE/TIME

Sealed and marked Tenders will be received until 2:00 PM on Friday, September 13, 2024. Tenders will be opened at 2:05 PM of the same day.

### BIDDER IDENTIFICATION

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

### 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. A photocopy of the certified cheque is sufficient and to be submitted with tender.

### Disqualification of Tenders

Under no circumstances will tenders be considered which:

- a) Are received after 12:00pm local time on the advertised closing date for tenders.
- b) Are not accompanied by a bid deposit (if applicable) in the form of a certified cheque, original bid bond, money order or bank draft, in the amount specified.
- c) Are sent by email or fax.
- d) Are not accompanied by a properly executed Agreement to Bond **(if applicable)**.
- e) Are submitted by tenderers not able to bind the corporation or company bidding.

### 3) Withdrawal or Qualifying of Tenders

A tenderer who has already submitted a tender may submit further tenders at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that tenderer for this contract. A tenderer may withdraw his/her tender at any time up to the official closing time by submitting an email bearing his/her signature and seal, as in his/her tender to the Public Works Superintendent. Such a submission must be received in sufficient time to be marked before

12:00pm local time on the date for closing of tenders. The tenderer shall show his/her name and the project and contract numbers on the envelope containing such letter. No faxes or telephone calls for the withdrawal or qualifying of tenders will be considered.

#### **4) Informal or Unbalanced Tenders**

All entries in the "Form of Tender" shall be made in ink, by typewriter or by printer. Uninitialed entries or changes made in pencil shall be deemed invalid. Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the tenderer's signing officer), or irregularities of any kind, shall be rejected. The Township reserves the right to waive formalities at its discretion. Tenderers who have submitted tenders that have been rejected by the Township because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Township may be rejected. Wherever in a tender the amount tendered 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 and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Township. If a tenderer has omitted to enter a price for an item of work set out in the "Form of Tender", he/she, unless he/she has specifically stated otherwise in his/her tender, will 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 Township, no increase shall be made in the total Tender Price on account of such omission.

#### **5) Examination of Site**

Each tenderer should visit the site of the work before submitting his/her tender and must satisfy himself/herself by personal examination as to the local conditions to be met with during the construction and conduct of the work. He/she shall make his/her own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He/she is not to claim at any time later in the submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. Any person who proposes to carry out any investigation of any property relative to the proposed works shall, before entering the said property, and any other property, and before commencing the said investigation, notify the owner and occupant of the said property of the nature and extent of the proposed investigation, notify the owner and occupant of such other property of the access required and obtain the agreement in writing thereto of all such owners and occupants. The person who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate the property and shall be responsible for all damage and claims resulting there from in accordance with the said agreement of such owners and occupants. With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the owner and the Township shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

#### **6) Tender**

Each tender shall include the "Information to Tenderers" and a completed "Form of Tender", together with any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with this tender.

## **7) Omissions, Discrepancies and Interpretations**

Should a tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she shall notify the Public Works Superintendent preferably in writing and not later than four days before the closing date for tenders. If the Public Works Superintendent considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an Addendum to all who are listed on the Reddit Forum posted on the Town of Kearney Website in the tender porthole. No oral examination or interpretation shall modify any of the requirements or provisions of the tender documents. The tenderer also declares that in tendering for the work and in entering into the contract he did not and does not rely upon information furnished by the Township or any of its servants or agents respecting the nature or confirmation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for, or in connection with the tender or the contract by the Township, except information specifically excluded from this sub-section.

## **8) Quantities are Estimated**

The quantities shown for unit price items in the "Form of Tender" are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

## **9) Right to Accept or Reject Tenders**

The Township shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of any tender or by reason of any delay in the acceptance of a contract being prepared and executed. The Township reserves the right to reject any or all tenders and to waive formalities, as the interests of the Township may require, without stating the reasons and the lowest or any tender will not necessarily be accepted.

## **10) Agreement and Contract Execution**

If the successful tenderer fails to provide the Township, within the ten day period, the executed agreement, together with requirements as specified within, the Township may accept another tender, advertise for new tenders, negotiate a contract or not accept any tender, as the Township may deem advisable.

## **11) Proof of Ability and Sub-Contractors**

In order to aid the Township in determining the responsibility of each tenderer, the tenderer shall complete the following statement sheets which are attached herein:

Statement "A" stating the tenderer's experience in similar work which he/she has successfully completed.

Statement "B" giving a list of any sub-contractor who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible.

## **12) List of Sub-Contractors**

The tenderer agrees to submit a list of any sub-contractors (Statement "B") who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each subcontractor will be responsible. The Township has the right to reject any of the sub-contractors so named. In this event, the tenderer shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Township. Only one name shall be shown for each subtrade. Sub-contracted work shall not be more than 25% of total job.

The tenderer shall not be allowed to substitute the other sub-contractors in place of those named in the tender without written approval from the Public Works Superintendent. Should the tenderer cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the tenderer is present on the site at all times. The tenderer shall notify the Public Works Superintendent in writing of the names and positions of the person, or persons so representing the tenderer.

## **13) Workplace Safety and Insurance Board (WSIB) and Provincial Retail Sales Tax Requirements**

The contractor shall at the time of entering into this contract with the Township, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid. The selected tenderer shall submit such statutory declaration or clearance letter to the Township in duplicate together with the Agreement executed by the said tenderer. One copy of the statutory declaration or clearance letter shall be attached to each of the two executed sets of the contract. The proponent certifies that it has met all of its obligations to comply with Workplace Safety and Insurance Board and Provincial Retail Sales Tax requirements, so that it is able to do business in Ontario.

## **14) Occupational Health and Safety**

For the purposes of the Occupational Health and Safety Act, the successful tenderer is considered to be the "constructor" as defined in the Act. It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides, in addition to other things:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- b) THAT the health and safety of workers on the project is protected.

### **15) Inquiries During Tendering**

Tenderers are advised that inquiries regarding the tender documents shall be directed to **Paul Audette Public Works Superintendent**.

### **16) Insurance**

General liability insurance in the amount of at least \$2,000,000.00 coverage for any one claim must be carried by the contractor. In addition, the Township shall be named as an additional insured party. Both owned and non-owned vehicles employed under this contract will require a minimum of \$2,000,000.00 coverage in any one claim, showing the Township as one of the insured parties. The tenderer to whom this contract is awarded shall supply the Township with proof of insurance and a copy of the policy prior to the signing of the contract by Township officials and provide coverage throughout the term of the contract in the amounts specified.

### **17) Hold Harmless**

The contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, caused by reason of the existence or location or condition of works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Corporation of the Town of Kearney harmless, and indemnified for all such damages and claims for damage.

### **18) Additional Work**

- a) All unforeseen and or additional work to be performed by the contractor must be approved by the Director of Public Works (or his designate), prior to commencement of the work.
- b) All additional work, of similar nature to this contract, shall be charged at the contract unit price.

### **19) Performance Bond (Not Applicable)**

### **20) Method of Payment**

Payment will be processed within 30 days of the satisfactory completion of the work.

## **21) Contract Term**

The Contract will be for a term of 1 year.

- a) The Township may terminate the contract upon thirty (30) calendar days notice to the vendor at the end of the Township fiscal period in any year if the Township does not allocate the funds needed to make payments beyond that fiscal period or if operational change results in the service no longer being required. The Township's fiscal period is January 1 to December 31. Such termination will be without penalty, damages or liability except for any outstanding payments.
- a) The Township reserves the right to adjust quantities or services in response to changes in need or additional requirements. The tender unit price will be firm for the initial term of one year at minimum subject to adjustments that may be negotiated as a result of any such changes.
- b) The award will carry a further cancellation clause that can be exercised by the Township upon five (5) calendar days notice. Such cancellation would be the result of uncorrected service or quality defects as deemed by the Township. Please note that multiple occurrences will not be tolerated and will be potential grounds for termination.

## **22) Anticipated Start Date**

The anticipated start date for this will be 14 days after award of Tender.

## **23) Contract Completion Date**

The Contractor shall complete the work by October 31, 2022.

## **24) Non-Performance**

Supply of product is to be on an as needed delivery basis. The Township of Kearney staff will provide 48-hour notice to the Contractor, subject to weather conditions. Any damages resulting from failure to supply product as required will be the responsibility of the Contractor.

## **25) Delivery**

All delivery costs shall be included in the unit price where required.

## **FORM OF TENDER**

The tenderer has carefully examined the Provisions, Specifications and Conditions referred to in the Tender Documents hereto as part of the work to be done under this Contract. The Tenderer also understands and accepts the said Provisions, Specifications and Conditions and hereby states that the prices set forth in this tender include full compensation to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Specifications and Conditions referred to in the said Tender Documents.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if not found to be required.

Notification of acceptance may be given and delivery of the "Form of Agreement" made by prepaid post, addressed to the Tenderer at the address contained in this Tender.



**Project Description: Crack Sealing**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Cracks less than 38 mm	<b>4700</b>	<b>M</b>		
2	Cracks less than 38 mm	<b>0</b>			
3	Traffic Control	1	Lump Sum	<b>1</b>	
				<b>Sub Total</b>	
				HST	
				<b>Total</b>	

**Offered on behalf of:**

Contractor:

Address:

Email:

Telephone:

Authorized

Signature:

Seal

Name:

Witness:

Date:

## **GENERAL SPECIFICATIONS**

### **1. GENERAL**

This Tender is for the supply of all equipment, labour and materials for the repair of miscellaneous asphalt cuts on Highway 518 East/Chetwynd Rd..

#### **MASTIC SEALING**

Mastic sealing cracks will include the cleaning and sealing of open cracks (longitudinal random and transverse cracks greater than 38mm wide). All Mastic repair work shall be limited to operations during the daytime when air temperatures are 5C or above and asphalt temperatures are below 50C.

#### **CLEANING DEBRIS (Mastic)**

Immediately prior to placing new mastic material all dust and debris shall be thoroughly cleaned and dried using a hot compressed air lance having a discharge air temperature of approximately 500C ± 100C and an air velocity greater than 1,000mis. The cracks shall be treated with hot compressed air until the pavement in and around the cracks or groove is darkened but not burnt.

#### **CRACK SEALING**

Sealing cracks will include the cleaning and sealing of open cracks (longitudinal random and transverse cracks less than 38mm wide, at the discretion of the contract administrator). All repair work shall be limited to operations during the daytime when air temperatures are 5C or above and asphalt temperatures are below 50C.

#### **CLEANING DEBRIS (Crack Sealing)**

Immediately prior to placing new joint/crack sealing material all dust and debris shall be thoroughly cleaned and dried using a hot compressed air lance having a discharge air temperature of approximately 500C ± 100C and an air velocity greater than 1,000mis. The cracks shall be treated with hot compressed air until the pavement in and around the cracks or groove is darkened but not burnt.

#### **HOT RUBBER ASPHALT JOINT SEALING MATERIAL**

Hot applied rubber asphalt sealing compounds, specifically designed materials that form a resilient adhesive effective seal for cracks and joints in pavements on highways, bridges, sidewalks, etc. will fully conform with Federal Specifications SS-S-164, OPSS 1212 CAA Specifications P-605 and ASTM D-6690-01, Type IV with a modified resiliency. The sealant material must be listed on the All District MTO Designated Sources List.

## **2. QUANTITIES AND ESTIMATES**

The Bidder shall note that all quantities are estimated and that increase or decrease to this Contract shall be made at the discretion of the Town of Kearney. Any such increase or decrease will be at the unit price quoted in the original contract.

## **3. MEASUREMENT OF PAYMENT**

Measurement for payment shall be by the meter.

Payment at the contract price shall be compensation in full for the supply of all labour, equipment and materials necessary to complete the work to the satisfaction of the Township.

Payment shall be paid upon invoice after completion and final acceptance of all works described within these documents.

## **4. HOURS OF WORK**

Working hours will be the following:

Monday to Friday inclusive

Work to occur between 7:00 a.m. and 7:00 p.m.

At the Contractors request, the Township may consider adjusting the hours listed for special circumstances only.

## **5. TERMINATION OF CONTRACT**

If at any time, in the opinion of the Township, the equipment or method of operation is unsatisfactory, the Contract may be cancelled upon written notice of the Township, without redress or compensation to the Contractor.

**FORM OF TENDER**

**STATEMENT “A”  
Tenderer’s Experience**

As an integral part of this tender, the tenderer shall list here his/her experience in work of a similar nature to that being tendered, which he/she, has successfully completed.

Contractor or Township	Approx. tonnage	Contact person	Phone Number

**FORM OF TENDER  
STATEMENT “B”  
Sub-contractors**

Contractor	Role