

TENDER PW-2022-04
SURFACE TREATMENT – VARIOUS LOCATIONS



TOWNSHIP OF ADMASTON/BROMLEY
SURFACE TREATMENT – VARIOUS LOCATIONS
TENDER PW-2022-04

TENDER CLOSURE: THURSDAY, JULY 7TH 2022 AT 3:00 P.M., LOCAL TIME

NAME OF FIRM OR INDIVIDUAL

ADDRESS

CONTACT NAME AND TELEPHONE NO.

TOTAL TENDER AMOUNT (excluding HST, from page 15)
\$ _____

CONTRACT REVIEW CHECKLIST
THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

This is NOT a Contract Document.

Tenderers are solely responsible for the regularity of their own bids; however, to assist Tenderers, the Corporation advises all Tenderers to review their bids with the following questions in mind:

1. Has your firm's name and address been entered?
2. Has your firm's Total Tender Price been entered?
 - is it in words?
 - is it in numbers?
 - do the words and the numbers agree?
3. Has the Sub Total been entered?
4. Has the Tender been signed properly?
 - Corporation – signed and sealed
 - Partnership – two partners sign and a witness signs
 - Sole Proprietorship – owner signs and a witness signs
4. Has EACH ITEM in the Schedule of Prices been completed?
5. Does the Total in the Schedule of Prices agree with the Total in the Tenderer's Offer?
6. Have any strikeouts or changes been made to the Schedule of Prices? If so, have they been initialled?
7. Have all the documents been completed in ink or in type?
8. Has your firm checked to see that it has received all Addenda? If so, have they been submitted with the Tender Documents?
9. Has your firm used the Township of Admaston/Bromley's FORMS to bid?
10. Has your firm obtained and reviewed all Tender Documents?
11. Has your firm ensured that the bid is NOT QUALIFIED by any restrictive statements written in the documents by your firm?
12. Have ANY changes (overwriting's, strikeouts, erasures, etc.) been initialled by the Tenderer?
16. Has the Tender Deposit been included?
17. Is the envelope sealed?

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SECTION A
TENDER

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TENDER**

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PART I **TENDER CALL**

Sealed Tenders are invited for the execution of the works described herein.

Contract Number **PW-2022-04**

Described as **SURFACE TREATMENT – Various Locations**

Tenders shall be addressed to:

**The Corporation of the Township of Admaston/Bromley
Public Works Department
477 Stone Road
Renfrew, ON K7V 3Z5
c/o Steve Visinski
Acting Public Works Superintendent**

(Hereinafter the Corporation)

Tenders shall be received **until 3:00 p.m. local time, Thursday, July 7th, 2022**, at the address given above.

Tenders received by this time, date and at the location specified above, shall be opened and read in a virtual public opening. The public reading of a tender does not imply any decision by the Corporation on whether a tender is or is not irregular.

Late Tenders **will not** be accepted beyond the closing date/time as set out. Tenders received after the established closing will be returned unopened. Tenders transmitted by Fax or E-Mail **will not** be considered.

The Township of Admaston/Bromley will make documents available in an accessible format or via appropriate communication supports upon request. Contact the Township office at 613-432-2885 or by email info@admastonbromley.com for more information.

PART II TENDER CONDITIONS

TC-1 Completion and Submission of Tenders

- 1.1 This document is a Public Tender. The Tenderer is hereby advised that financial and all other pertinent information related to this Contract may be made publicly available by the Corporation.
- 1.2 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.3 If the Tenderer is a Corporation, an authorized officer of the Corporation shall sign the Form of Tender and shall affix the Corporate Seal.
- 1.4 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.5 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.6 The Tenderer shall submit their Tender by the date and time specified in Part I of the Tender.
- 1.7 The Tenderer shall submit to the Corporation:
 - a. the Tender and
 - b. all Addenda issued by the Corporation, with respect to this Contract.
- 1.8 The Tenderer shall submit the Tender on the forms and in a sealed envelope marked with the Tender number.

TC-2 Tender Deposit

- 2.1 The Tender must be accompanied by a **Certified Cheque, Money Order or Bank Draft** made payable to the Corporation, in the amount of **10%** and must be enclosed in the same envelope as the Tender. **A Bid Bond will not be accepted.**
- 2.2 The Corporation shall not pay interest on Tender Deposits.

2.3 The Corporation shall retain the Tender Deposit of the two (2) lowest bidders until:

- a. the successful Tenderer has executed the Form of Agreement in accordance with Sections TC-15 and TC-16 of the Tender, and
- b. the successful Tenderer has provided all bonding in accordance with Sections TC-12 and TC-18 of the Tender.

2.4 The Corporation shall return the deposit of unsuccessful Tenderers.

TC-3 Agreement to Bond

3.1 At the time of tendering, the Tenderer shall submit an Agreement to Bond with their Tender, completed and executed by the Tenderer's Surety. The Agreement to Bond and the Tenderer's Surety shall be on the form provided in FT-5.

TC-4 Addenda

4.1 The Tenderer shall ensure that its name and address for receipt of Addenda are included on the Corporation's list of firms to whom Addenda to this Contract, if any, are to be sent. Inclusion on the Corporation's list does not absolve the Tenderer of its responsibilities set out in Section TC-9.1 of the Tender.

TC-5 Irregular Tenders

5.1 The Corporation shall be the sole judge of whether or not a Tender is irregular.

TC-6 Unbalanced Tenders

6.1 The Tenderer shall not submit an unbalanced Tender.

6.2 The Corporation shall have the right to:

- a. deem a Tender to be unbalanced and
- b. reject a Tender, which it deems to be unbalanced.

TC-7 Collusion

7.1 The Tenderer shall not engage in collusion of any sort and in particular, shall:

- a. ensure that no person or other legal entity, other than the Tenderer, has any interest in the Tenderer's Tender, and
- b. prepare their Tender without any knowledge of comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 **Right to Accept or Reject Tenders**

- 8.1 Notwithstanding any other provision in this Contract, the Corporation shall have the right to:
- a. accept any Tender;
 - b. reject any Tender, and
 - c. reject all Tenders.
- 8.2 The Corporation reserves the right to reject a Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work.
- 8.3 Without limiting the generality of Section TC-8.1 the Corporation shall have the right to:
- a. accept an irregular Tender;
 - b. accept a Tender which is not the lowest Tender, and
 - c. reject a Tender even if it is the only Tender received by the Corporation.
- 8.4 Acceptance of the Tender shall occur at the time the Corporation awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 **Contract Documents**

- 9.1 The Contractor shall obtain and review all Contract Documents listed in the Form of Tender and all addenda issued by the Corporation, pertaining to this Contract.

TC-10 **Errors, Omissions and Discrepancies in the Contract Documents**

- 10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, they shall immediately notify the Corporation at the address specified in Part I of the Tender.
- 10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

TC-11 **Irrevocability of Offer**

- 11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) calendar days after the opening of the Tenders by the Corporation.

11.2 If the Tenderer revokes its offer prior to the expiration of sixty (60) calendar days after the Tender Opening, the Tenderer shall forfeit their Tender Deposit but this shall not prohibit the Corporation from pursuing any other legal remedy which it may have.

TC-12 Successful Tenderer – Bonds

12.1 The successful Tenderer and their Surety shall provide:

- a. A Performance Bond in the amount of 100% of the Total Tender Price, and
- b. A Labour and Material Payment Bond in the amount of 50% of the Total Tender Price.

12.2 The Surety of the successful Tenderer and the Bonds referred to in Section 12.1, shall be to the satisfaction of the Corporation's Solicitor.

TC-13 Successful Tenderer - Workplace Safety & Insurance Board Certificate of Clearance

13.1 The successful Tenderer shall provide the Corporation with a valid Workplace Safety and Insurance Board Certificate of Clearance, to the satisfaction of the Corporation's Solicitor.

TC-14 Occupational Health and Safety

14.1 The Successful Tenderer will submit a statement of work and worker safety procedures to be implemented to fulfil the requirements of the Occupational Health and Safety Act (OHSA) including, but not limited to:

- (a) A copy of the corporate safety policy and manual;
- (b) Safety risk assessment including specific worker safety training required for this project;
- (c) Procedure for responding to and reporting of accidents (personal or traffic);
- (d) Workplace safety and insurance record;
- (e) Safety association affiliations; and
- (f) Summary of how conformance with OHSA will be applied to employees and subcontractors.

TC-15 Successful Tenderer - Execution of Form of Agreement

15.1 The issuance of a purchase order by the Corporation shall constitute the agreement for this contract.

TC-16 **Successful Tenderer - Insurance**

16.1 The successful Tenderer shall provide the Corporation with an original Certificate of Insurance, in a format satisfactory to the Corporation’s Solicitor.

16.2 The Contractor shall carry insurance pursuant to Section OPS GC 6.03 of the General Conditions as modified herein in the amount of at least **FIVE MILLION DOLLARS (\$5,000,000)**.

16.3 The Contractor shall carry Liability Insurance, pursuant to Section OPS GC 6.03 of the General Conditions as modified herein, which names the following as additional named insured:

The Corporation of the Township of Admaston/Bromley
477 Stone Road
Renfrew ON K7V 3Z5

The Corporation is herein deemed to include the local Municipality, Consultants and Project Managers designated to act as Agent of the Township for this project.

TC-17 **Successful Tenderer – Period of Contract**

17.1 This Contract covers the calendar year of 2022.

17.2 The Contractor shall schedule their work under this Contract to comply with the following requirements:

- a. No work shall be carried out on Saturdays, Sundays or Statutory Holidays
- b. All work shall be completed **on or before October 1st, 2022**.
- c. The Corporation must be notified by the Contractor at least three (3) days prior to commencement of any operation.

TC-18 **Successful Tenderer - Liquidated Damages**

18.1 If the Contractor is obliged to pay liquidated damages, the liquidated damages pursuant to the Supplemental General Conditions, the liquidated damages shall be in the amount of **Five Hundred Dollars (\$500)** per day. Liquidated damages will be assessed to each road project independently.

TC-19 **Successful Tenderer - Submission of Documentation**

19.1 The successful Tenderer shall submit the documentation required by Sections TC-12, TC-13, TC-14, TC-15 and TC-16 within seven (7) working days of the day the Corporation notifies the successful Tenderer that the documentation should be sent to the Corporation.

19.2 If the successful Tenderer fails to comply with Section TC-19.1, the Corporation may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Corporation.

TC-20 **Successful Tenderer – Commencement of the Work**

20.1 The successful Tenderer shall not commence the work until it has received a Commence Work Order issued by the Corporation.

TC-21 **Tax Status**

21.1 The price quoted shall be in Canadian funds and shall include all duty, custom clearances and all other charges now in force.

21.2 The Harmonized Sales Tax (HST) shall be extra to the unit prices quoted.

TC-22 **Basis of Award**

22.1 It is the Corporation's intent to award on a total aggregate price as Tendered; however, the Corporation reserves the right to award on a line item basis, to the lowest responsive bidders, if deemed to be in the best interest of the Corporation.

22.2 The Corporation reserves the right to disqualify any tender that is incomplete or is otherwise not submitted in strict accordance with the terms and conditions set forth in this Contract. The Corporation reserves the right to accept or reject any or all Tenders, should it be deemed to be in the best interest of the Corporation. Should only one (1) Tender be received, the Corporation reserves the right to reject it.

TC-23 **Approximate Quantities**

23.1 Where approximate or estimated quantities are indicated, it is for the sole purpose of comparing Tenders only. While these quantities have been carefully prepared based on anticipated future requirements, the Corporation is not bound to accept these quantities.

TC-24 **Warranty**

24.1 The Tenderer represents and warrants that the work shall be performed in a professional and workmanlike manner, in accordance with applicable industry standards.

The Tenderer represents and warrants that the Deliverables:

- a) Shall be in accordance with the requirements specified in the Contract and with all applicable laws, bylaws, regulations and standards;
- b) Shall function or otherwise perform in accordance with the features, functional and technical specifications provided in the Contract.

The Tenderer represents and warrants that if at any time prior to 12 months after completion of the work, the deliverables or any part of the work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Tenderer, upon request by the Township, shall make good every such defect, deficiency or failure at the Respondent's cost and expense.

PART III **FORM OF TENDER**

Tender by:

Company Name: _____

Address: _____

City/Province/Postal Code: _____

Phone Number: _____

Fax Number: _____

Contractor's Signature

Business Partner's Signature
(only if required by TC-1)

Witness's Signature
(only if required by TC-1)

Corporate Seal (if applicable)

FT-1 **Contract Documents**

1.1 The Contract Documents for Contract **PW-2022-04** are:

- a. Tender
 - i. Part I.....Tender Call
 - ii. Part II.....Tender Conditions
 - iii. Part III.....Form of Tender
- b. Form of Agreement
- c. Special Provisions - General
- d. All Addenda Issued Pertaining to this Contract

FT-2 **Tenderer's Declarations**

2.1 The Tenderer declares that it has obtained and read the Contract Documents.

2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.

2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of Tendering, fulfilled all of those obligations under the Contract, which are required to be fulfilled by the time of Tendering.

2.4 The Tenderer declares that all information, which it has provided or will provide to the Corporation is true.

FT-3 **Tenderer's Offer**

- 3.1 The Tenderer offers to do the work in accordance with the Contract Documents.

- 3.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.

- 3.3 The Tenderer's Total Tender Price, based on the estimated quantities in the Schedule of Prices is:

(price in words)

_____ **DOLLARS**

(\$_____).

(price in numbers)

FT-4 **Schedule of Prices**

4.1 The following table comprises the Schedule of Prices.

South McNaughton Road – From Bonnechere Road to Butler Road (single) (Approx. 4.6km x 7m wide)

Item	Unit	Estimated Quantity	Unit Price	Amount
To supply all materials and apply a Single High Float Surface Treatment consisting of one application of HF 150 P Polymer Modified Asphalt Emulsion and one application of Class 2 3/8 Aggregates. Asphalt Rates (kg/m2) Initial Application Primer = 1.65 Initial Application Aggregate = 19.0	m2	32,200		
			Sub-Total	\$ _____
			HST (13%)	\$ _____
			TOTAL	\$ _____

McPeak Line – From Cobden/Eganville Road (County Road 8) (Approx. 1.3km east x 7m wide)

Item	Unit	Estimated Quantity	Unit Price	Amount
To supply all materials and apply a Double High Float Surface Treatment consisting of two applications of HF 150 P Polymer Modified Asphalt Emulsion and one application of Class 2 5/8 Aggregates and one application of Class 2 3/8 Aggregates. Asphalt Rates (kg/m2) Initial Application Primer = 1.65 Second Application Binder = 1.5 Initial Application Aggregate = 18.0 Second Application Aggregate = 19.0	m2	9,100		
Fine grading at granulars including compaction.	m2	10,400		
			Sub-Total	\$ _____
			HST (13%)	\$ _____

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	TOTAL	\$ _____
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Sub-Total Cost of ALL Surface Treatment Works \$ _____
Total HST of ALL Surface Treatment Works \$ _____
Total of ALL Surface Treatment Works \$ _____

4.2 Work under this Contract shall be carried out in various locations throughout the Township, as directed by the Public Works Superintendent.

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FT-5 **Agreement to Bond**

To: The Corporation of the Township of Admaston/Bromley
 477 Stone Road
 Renfrew ON K7V 3Z5

(after this called the "Corporation")

We the undersigned hereby agree to become bound as Surety for,

(Name of Company Requiring Bonding)

for a Performance Bond in the amount of One Hundred Percent (100%) of the Total Tender Price and Fifty Percent (50%) of the Contract amount for payment of all labour and conforming to the Instruments of the Contract attached thereto, for the full and due performance of the works shown as described herein, if the Tender for: **PW-2022-04, SURFACE TREATMENT – VARIOUS LOCATIONS** is hereby accepted by the Corporation.

It is a condition to this Agreement that if the above mentioned Tender is accepted, a Performance Surety must be completed by the undersigned within seven (7) days of acceptance of this Tender, **PW-2022-04, SURFACE TREATMENT – VARIOUS LOCATIONS**, otherwise this Agreement shall be null and void.

DATED this _____ day of _____, 2022.

Name of Surety Company

Signature of Authorized Person Signing for
the Surety Company

Company's Seal

Position of Authorized Person Signing for
the Surety Company

FT-6 **Occupational Health and Safety Statutory Declaration**

WSIB Firm Number _____

In submitting this tender/quotation, I/we, on behalf of _____
certify the following: (legal name of company)

- a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25 the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended (the "OHSA").
- b) For this Contract, as constructor, I/we will fulfil the specific requirements of O.Reg. 213/91, Construction Projects, as amended.
- c) With respect to the services being offered in this tender/quotation, I/we and our proposed subcontractors, acknowledge the responsibility to, and shall:
 - (i) fulfil all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations;
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers;
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness; and
 - (iv) ensure all work is carried out in accordance with the Occupational Health and Safety legislation.
- d) As employer and constructor for this project, I/we agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at _____ this day of _____, 2021.

(Authorized Signing Officer)

(Title)

FT-7 **List of Sub-Contractors**

The following is a list of Sub-Contractors which we propose to employ for this work.

SUBCONTRACTED WORK	NAME AND ADDRESS	VALUE OF WORK
1.		
2.		
3.		
4.		
5.		
6.		

(Tenderer's Initials)

SECTION B

SPECIAL PROVISIONS – GENERAL

SECTION B INDEX
SPECIAL PROVISIONS - GENERAL

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B-100-001

MAINTENANCE OF TRAFFIC FLOW

The Contractor is to schedule his operation in such a manner as to cause the least interference to vehicular and pedestrian traffic.

Traffic Management Plan

The Contractor shall provide a Traffic Management Plan to the Contract Administrator a minimum of two weeks prior to construction showing proposed traffic controls at various stages of his operation based on the following minimum requirements:

- Access to all private residences and commercial businesses shall be maintained for the duration of the Contract.

Restriction on the Use of Construction Equipment and Unlicensed Vehicles

Unlicensed vehicles and construction equipment shall not travel, work or stop within 4 m of a lane carrying traffic except where construction operations necessitate the working area be less than 4 m from traffic, in which case the Contractor shall erect delineators along the edge of the travelled lane, in accordance with GC 7.07 Maintaining Roads and Detours, of the OPS General Conditions of Contract. In no case shall the distance between traffic and working area be less than 3.5 m.

Open Excavation

The Contractor shall schedule his work so that there will be no open excavation adjacent to or crossing a lane carrying traffic overnight and on non-working days. Excavations within 4 m of lanes carrying traffic shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations or protected with concrete barriers and delineations to the satisfaction of the Contract Administrator.

Traffic Signing

The Contractor shall supply and maintain signs, delineators, barricades, flashing lights to mark approaches to the work site to the satisfaction of the Contract Administrator. All traffic control signs and associated operations shall conform to the requirements set out in the Ontario Traffic Manual (OTM).

Site Maintenance

The construction site access to the private residence and commercial businesses and temporary lanes shall be maintained in a satisfactory condition. The Contract Administrator may direct that the construction site access to commercial businesses and temporary lanes be graded a minimum of once daily including weekends. Additional grading may be required during inclement weather or heavy traffic conditions.

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All costs associated with the maintenance of the temporary lanes, access to the private residence and commercial businesses including supply and placement of additional granular materials as directed by the Contract Administrator shall be paid for under the Contract Unit Price for the granular 'A' item.

Location and Storage of Material and Equipment

Materials shall not be stored within 4 m of the travelled portion of any roadway. Equipment shall not be stored within 4 m of the travelled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any equipment or material which, in the opinion of the Contract Administrator, constitutes a traffic hazard.

Section GC 7.07.07 Amendment

Section GC 7.07.07 Maintaining Roads and Detours of the OPS General Conditions is deleted. All Contractors' costs associated with protection of public traffic and maintaining the work site are deemed to be included in the tender prices unless a specific item is set up in the Tender Form.

B-100-002

IDENTIFICATION OF LOCAL MOE OFFICE

Notification to the Ministry of the Environment (MOE) that is required elsewhere in this Contract shall be provided to the MOE Office in Ottawa at the following address:

Ministry of the Environment
Ottawa District Office
2430 Don Reid Drive
Ottawa, Ontario
K1H 1E1

Telephone: (613) 521-3450

B-100-003**DUST SUPPRESSION**

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from the Contractor's operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out. The cost of all such preventative measure shall be borne by the Contractor.

The cost of water and calcium authorized by the Contract Administrator to reduce the dust caused by traffic on a roadway which is the Contractor's responsibility to maintain for public traffic, shall be included in the Contract prices for the items for which dust suppression is required.

Payment for all labour, equipment and materials to do the work for dust control and water for compaction shall be included in the applicable Tender Item(s).

B-100-009**ONTARIO PROVINCIAL STANDARDS**

The OPSS Manuals, the Standards applicable to this Contract are listed in the schedule of Provisions, Plans, Standard Drawings, Specifications and General Conditions.

In case of discrepancy between OPSS and the other conditions specified the most stringent requirements shall apply as determined by the Contract Administrator.

The word "Ministry" shall be considered "Owner" for purpose of Special Provisions General. The reference to "Engineer" shall be deemed to be the same as a reference to "Contract Administrator".

B-100-011

OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, C.S.30, the Contractor is advised of the presence of the following Designated Substances.

Substance (Ontario Regulation Number)	Location
Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)	N/A
Benzene (R.R.O. 1990, Reg. 839)	Vehicle Emission
Mercury (R.R.O. 1990, Reg. 844)	Vehicle Emission
Vinyl Chloride (R.R.O. 1990, Reg. 846) Coke Oven Emissions (R.R.O. 1990, Reg. 840) Ethylene Oxide (R.R.O. 1990, Reg. 841) Acrylonitrile (R.R.O. 1990, Reg. 835) Isocyanates (R.R.O. 1990, Reg. 842)	Vehicle Emission
Silica (R.R.O. 1990, Reg. 845)	Concrete, Granular, Blasting Medium, Throughout site
Arsenic (R.R.O. 1990, Reg. 836)	Vehicle Emission, Throughout site
Lead (R.R.O. 1990, Reg. 843)	Vehicle Emission
Bats and Bird droppings	Throughout site

The Contractor is advised that the Designated Substances silica (Ontario Regulation Number 111/04), lead (109/04) and arsenic (102/04) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting and abrasive blasting.

B-100-018

CONTRACT LIMITS

The Corporation reserves the right to alter the contract limits or extent of construction to coincide with the funds available.

Any change in the contract limits or extent of the work shall be considered as relating solely to quantities and payment for the work shall be made at the appropriate contract unit price. In the case of an extension of the contract limits, the Contractor will be eligible for a pro rata extension of time based on the value of the additional work when the contract unit prices are applied to the additional quantities.

The application of Subsection GC 8.01.02 of General Conditions of Contract shall be based on the adjusted tender quantities subsequent to the change in the contract limits.

B-100-030

WORKING HOURS

The Contractor shall comply with the Municipal by-laws regulating hours of work in the Municipality.

The Contractor shall not work on statutory holidays recognized by the Municipality (i.e. holidays that the Municipal employees do not work) unless special permission is granted by the Contract Administrator, which shall not be unreasonably withheld.

No Sunday work will be permitted except in case of emergency and then only with written permission of the Contract Administrator and to such an extent as he deems necessary.

B-100-033

SPILLS REPORTING

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Contract Administrator.

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

B-100-048

**OTHER CONTRACTORS WITHIN AND/OR ADJACENT
TO THE LIMITS OF THE CONTRACT**

Other work may be in progress within and/or adjacent to the limits of this Contract. The Contractor shall coordinate the work with other Contractors within and/or adjacent to the project limits, to ensure that they do not perform work in the same area at the same time or adversely affect each other's work. The Contractor shall ensure that a minimum separation of 100 meters is maintained between the operation included in this Contract and work within and/or adjacent to this project being done by others.

The Contractor shall provide a written submission explaining how the work with other Contractors will be coordinated, to the Contract Administrator.

B-100-049**TESTING OF MATERIALS**

All materials shall meet OPSS specifications and will not include any recycled material. All asphalt placed shall be compacted to 97% of their Bulk Relative Density (BRD).

The successful bidder shall provide mix designs for all mixes for approval by the Township a minimum of ten (10) working days prior to placement of materials.

The successful bidder shall be required to test the asphalt material and provide the test results to the Township after application on the road surface. Should the material be found to be unacceptable, the successful bidder, at their own cost, will be responsible for replacing the asphalt to the acceptance of the Township.

SECTION C
STANDARD SPECIFICATIONS
AND DRAWINGS

QUALITY CONTROL SPECIFICATIONS

The following lists the minimum required tests and frequency for submitted reports:

Physical Property Test

- One test for each aggregate material incorporated into the work, including those used for; Granular A, B or M; hot, cold or warm mix paving; surface treatments; chip seals or concrete.
- If the aggregates are from multiple sources, a test is required from each source.

Gradation Testing

- Asphalt mixes shall have one test for each 500 tonnes of production.
- Granular A & M shall have one test for each 2,000 tonnes of production.
- Granular B shall have one test for each 5,000 tonnes of production.

Marshall Testing

- Asphalt mixes shall have one test for each 1,000 tonnes of production.

Asphalt Cement Content

- Asphalt mixes shall have one test for each 500 tonnes of production.

Compaction Testing

- Asphalt and granulars shall be tested for each 100 lane metres of placement.
- Asphalt mixes may be tested with a nuclear density test gauge.

Binder

- Binder shall have one test every 750 m of production.

Class 2 Aggregate and Binder Application Rate

- A minimum of 100 m one lane width trial section to ensure that the binder and aggregate are applied at the specified rate.

SPECIFICATION FOR GRANULAR MATERIAL

The Granular 'M' sieve analysis test meeting the OPSS 1010 specifications for Granular 'M' aggregates will be taken by Municipal employees from the pile being used and tested at the expense of the Contractor.

Please refer to OPSS Standards for Gradation requirements of quality-crushed gravel. Council will be directing the Road Superintendent to carry out tight quality control. As well, Council will consider a price adjustment for sub-standard material. The Road Superintendent will keep accurate records of limited quality throughout the contract.

DESCRIPTION

This specification covers the municipality's requirements for supplying, crushing as required, hauling, placing, spreading and shaping.

MATERIALS

Granular materials shall be of such quality that the petrographic number, as determined by petrographic analysis shall not be greater than 250 for 7/8" and 5/8" crushed granular materials, Type B, C, & M.

TENDER PW-2022-04
SURFACE TREATMENT – VARIOUS LOCATIONS

MTO SIEVE DESIGNATION	MTO SIEVE DESIGNATION	GRADATION REQUIREMENTS					SELECT SUBGRADE MATERIAL
		PERCENTAGE PASSING BY MASS					
		GRANULAR A	GRANULAR B TYPE I	GRANULAR B TYPE II	GRANULAR M 5/8"		
6"	150 mm	N/A	100	100	N/A	100	
1 1/2"	37.5 mm	N/A	N/A	N/A	N/A	N/A	
1"	26.5 mm	100	50-100	50-100	N/A	50-100	
3/4"	19 mm	85-100 87-100*	N/A	N/A	100	N/A	
5/8"	16 mm	N/A		N/A	95-100	N/A	
1/2"	13.2 mm	65-90 75-95*	N/A	N/A	75-95	N/A	
3/8"	9.5 mm	50-73 60-83*	N/A	N/A	55-80	N/A	
# 4	4.75 mm	35-55	20-100	20-55	35-55	20-100	
	40-60*						
# 16	1.18 mm	15-40	10-100	10-40	15-40	10-100	
# 50	300 mm	5-22	2-65	5-22	5-22	5-95	
# 100	150 mm	N/A	N/A	N/A	N/A	2-65	
# 200	75 mm	2-8	0-8	0-10	2-8	0-25	
	2-10** 0-10**	2-10**					

* Where the aggregate is obtained from an iron blast furnace slag source.

** Where the aggregate is obtained from a quarry or slag source.

*** When Granular B is used for granular backfill for pipe subdrains, 100% of the material shall pass the 37.5 mm sieve

GRANULAR B - GRADATION REQUIREMENTS
 LESS THAN FOUR SUBLOTS

M.T.O SIEVE DESIGNATION	Two Sub Lots		Three Sub Lots	
	TYPE I	MEAN % Passing by Mass TYPE II	TYPE 1	TYPE II
150 mm	100	100	100	100
26.5 mm	47-100	47-100	49-100	49-100
4.75 mm	15-100	17-58	18-100	19-56
1.18 mm	4-100	8-42	8-100	9-41
300 mm	0-71	3-24	0-67	4-23
75 mm	0-9(0-11)**	0-11	0-8.5(0-10.5)**	0-10.5

GRANULAR M - GRADATION REQUIREMENTS
 LESS THAN FOUR SUBLOTS

MTO SIEVE DESIGNATION	Two Sub Lots MEAN % Passing by Mass	Three Sub Lots
19.0 mm	100	100
13.2 mm	73-97	74-96
9.5 mm	53-82	54-81
4.75 mm	33-57	34-56
1.18 mm	13-42	14-41
300 mm	3-24	4-23
75 mm	1.5-8.5 (1.5 - 10.5)**	2-8 (2-10)**

(*) Where the aggregate is obtained from an iron blast furnace slag source.

(**) Where the aggregate is obtained from a quarry or slag source.

WATER

The material shall be sprinkled with water when and as directed by the Road Superintendent. Where water is applied to aid compaction, it shall be applied immediately ahead of the compacting unit.

COMPACTION

Compaction of granular materials is not required under this contract, unless specified otherwise in the tender. When compaction is specified, the material shall be compacted to a minimum of 100 percent maximum dry density.

SHAPING

Where the contract calls for shaping by the Contractor, the tolerance in cross section and longitudinal profile shall not be more than the following at any place on a ten (10) foot template:

- (a) One-half (1/2) inch when the contract requires a gravel surface only.
- (b) One-quarter (1/4) inch when the road is to be surfaced with a bituminous pavement

SCOPE OF WORK

This project involves the paving of various locations in the Township of Admaston/Bromley. The scope of work includes:

1. Final grading, preparation and compaction of existing granular road base.
2. Grinding of a step joint at all roadway intersections.
3. Reinstatement of driveways, to four (4) metres from edge of road. All driveways shall be restored with like materials, including but not limited to gravel, asphalt, concrete or stone. Restoration shall also include proper grading to allow for positive drainage.
4. To supply all materials and apply a Double High Float Surface Treatment consisting of two applications of HF 150 P Polymer Modified Asphalt Emulsion and one application of Class 2 5/8 Aggregate and one Class 2 3/8 Aggregate on the following roadways:
 - a. South McNaughton Road – 4.6km
 - b. McPeak Line – 1.3km

The Township will be performing various rehabilitation/reconstruction activities on the roads prior to the proposed paving works. It is anticipated that all finish grades will match closely to the existing grade for all projects.

