



**TENDER  
PW2019-8**

**FOR SURFACE TREATMENT  
(Supply & Apply)  
With 12 Month Warranty**

Tender Closing: February 21, 2019 at 11:00 a.m.

Tender Openings: Immediately following the closing deadline

Tenders Will Be Received By:  
Dan Chant, Roads Coordinator  
Township of Rideau Lakes  
1439 County Road 8  
Delta, ON, K0E 1G0

**ALL TENDERS/RFP's SUBJECT TO BUDGET APPROVAL**

## **TABLE OF CONTENTS**

Contractor's Information Form

Instructions to Bidders

1.0	Interpretation/Definitions
2.0	Compliance with Instructions
3.0	Completion of the Bid
4.0	Alteration of Bids
5.0	Withdrawal of Tenders
6.0	Unbalanced Tenders
7.0	Tenders with Discrepancies
8.0	Inquiries During Tendering Period
9.0	Tender Deposit
10.0	Acceptance or Rejection of Bids
11.0	Cancellation of Contract
12.0	Contract Award Procedures
13.0	Insurance – Commercial General Liability
14.0	Release of Tender Deposit
15.0	Security/Bonding Requirements
16.0	Performance Evaluation
17.0	Payment Terms
18.0	Basis of Payment

Unit Price Bid Form

Schedule of Provisions, Plans, Standard Drawings, Specifications and General Conditions

Declaration of Contract Offer

Occupational Health and Safety Statutory Declaration

**TENDER PW2019-8  
CONTRACTOR'S INFORMATION FORM**

By: \_\_\_\_\_  
**Name of Firm or Individual** (Hereafter referred to as "THE CONTRACTOR")

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Person Signing for Firm (please print)

\_\_\_\_\_  
Office of Person Signing for Firm

\_\_\_\_\_  
Signature

HST NO. \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER**

## INSTRUCTIONS TO BIDDERS

### **1.0 INTERPRETATION/DEFINITIONS**

1.1 In this document,

- a) **Township:** mean the Township of Rideau Lakes.
- b) **Non-qualified contract:** means a contract that is not tendered in accordance with the Ministry's qualification procedures.
- c) **Qualified contract:** means a contract that is tendered in accordance with the qualification procedures administered by the ministry.
- d) **Contractor:** means the person, partnership or corporation submitting a tender price to undertake work as specified.
- e) **Qualified contractor:** means a contractor who has applied for and been granted a rating or ratings in accordance with the ministry's qualification procedures.
- f) Supplemental General Conditions of contract, the Specifications, the Special Provisions, the Contract Drawings, the "Instructions for Tenderers", any other documents listed in the Tender and any Addenda thereto issued by the ministry.

### **2.0 COMPLIANCE WITH INSTRUCTIONS**

2.1 Bidders must comply with the following instructions. Those failing to do so may be subject to disqualification.

### **3.0 COMPLETION OF THE BID**

3.1 The forms supplied by the Township **must** be used and be in the possession of the Roads Coordinator before **11:00 a.m. on February 21, 2019**. Bids must be in hard copy form and in a sealed envelope, clearly marked with its contents.

**Tender PW2019-8  
Dan Chant, Roads Coordinator  
Township of Rideau Lakes  
1439 County Rd 8  
Delta, ON K0E 1G0**

**Fax transmissions and emails will not be accepted.**

**Mailed or delivered to the Township Office in Chantry at 1439 County Road 8.**

All bids will be opened and recorded publicly immediately following the above-noted deadline.

- 3.2 All entries in the Tender must be clear and legible and made in ink. All items must be bid according to any instructions in the Tender Documents and with entries made for unit price, lump sum, extensions and totals as appropriate.
- 3.3 Bids that are incomplete, conditional, illegible and obscure or have reservations, erasures, alterations, additions not called for, or irregularities of any kind, may be rejected.

- 3.4 Erasures, overwriting or strike-outs must be initialled by the person signing for the Bidder.
- 3.5 The tender form must be signed in the spaces provided by an authorized official of the Bidder. If a joint bid is submitted, it must be signed separately on behalf of each Bidder.
- 3.6 The Contractor shall complete and submit the following original documentation with the tender:
- a) Contractor's Information Form (page 3)
  - b) Unit Price Bid Form (page 10 & 11)
  - c) Declaration of Contract Offer (page 20)
  - d) Occupational Health and Safety Statutory Declaration (page 21)
  - e) Bid Deposit Cheque
- 3.7 The Contractor shall submit the following completed forms within 7 Days of receiving notification that he is the successful Bidder:
- a) Insurance Form
  - b) Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self-insurance if granted independent status by WSIB.
  - c) Performance and Payment Bonding
  - d) Current Level 2 CVOR Abstract

#### **4.0 ALTERATION OF BIDS**

- 4.1 A bid may be altered by submitting another Tender price at any time, up to the specified time and date for the closing. The last Tender price received shall supersede and invalidate all previously submitted by the Contractor.

#### **5.0 WITHDRAWAL OF TENDERS**

- 5.1 The Contractor may withdraw the Tender Price at any time, in writing.
- 5.2 Tender Prices withdrawn under this procedure shall not be reinstated.

#### **6.0 UNBALANCED TENDERS**

- 6.1 Tenders that contain prices which appear to be so unbalanced that they may adversely affect the interests of the Township may be rejected; the Bid shall be a reasonable price for such Work.

#### **7.0 TENDERS WITH DISCREPANCIES**

- 7.1 Wherever the amount for an item does not agree with the extension of the quantity and the unit price, the unit price shall govern and the amount and the total Tender Price shall be corrected accordingly.
- 7.2 Mathematical discrepancies will be corrected by the Township, by appropriate means to arrive at the correct total Tender Price. Where an error has been made in transferring an amount from one part of the Bid to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct, and the amount shown after transfer and the total Tender Price shall be corrected accordingly.
- 7.3 Bidders with Tenders that are rejected by the Township under Section 6.0 or 7.0 shall be notified of the reasons within 10 Days of the specified time and date for bid closing.

#### **8.0 INQUIRIES DURING TENDERING PERIOD**

- 8.1 All inquiries relative to the Tender documents shall be directed to Dan Chant, Roads Coordinator at [dchant@twprideaulakes.on.ca](mailto:dchant@twprideaulakes.on.ca) or call 1-800-928-2250 Ext 227.

No information provided orally by the Township shall be binding, nor shall it alter the requirements in any way.

**9.0 TENDER DEPOSIT**

9.1 Each Tender shall include a tender deposit in the form of a 10% Bid Bond or a Certified Cheque, made payable to the Township of Rideau Lakes, equal to, or greater than, the amount shown in the following tables and must be enclosed in the same envelope as the tender.

**DEPOSIT REQUIREMENTS**

<b>TOTAL TENDER AMOUNT</b>	<b>DEPOSIT REQUIRED</b>
\$20,000.00 or less	\$500.00
\$20,000.01 to \$50,000.00	\$1,000.00
\$50,000.01 to \$100,000.00	\$2,000.00
\$100,000.01 to \$250,000.00	\$9,000.00
\$250,000.01 to \$500,000.00	\$19,000.00
\$500,000.01 to \$1,000,000.00	\$40,000.00

**10.0 ACCEPTANCE OR REJECTIONS OF BIDS**

10.1 The Township reserves the right to reject any or all Tenders, for any reason whatsoever and to accept only Tenders considered best for their interest and to waive formalities as the interests of the Township may require without stating reasons. Therefore the lowest or any Tender may not necessarily be accepted.

10.2 Tenders not accompanied by a certified cheque in the required amount may be rejected.

10.3 The Township shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Bidder 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 Tender, unless as specifically provided in the Tender Documents.

10.4 The Tender shall be irrevocable for a period of thirty days following the date of Tender Closing.

**11.0 CANCELLATION OF CONTRACT**

11.1 This Tender has been prepared with the intention of proceeding with acceptance of the lowest responsible price, meeting all specifications. However, due to financial constraints and other unforeseen factors, the Township of Rideau Lakes may be unable to award this Tender/Quotation. The bidders agree to save harmless, the Township of Rideau Lakes, from any or all claims for monetary or any other types of compensation by the bidder if this tender cannot be awarded.

The Township of Rideau Lakes reserves the right to discontinue this Tender/Quotation process and review at any time and not move forward with awarding a contract.

**12.0 CONTRACT AWARD PROCEDURES**

12.1 The Township shall notify the successful Bidder that the Bid has been accepted within 30 Days of the tender closing.

12.2 Notice of acceptance of Bid may be by telephone and facsimile transmission or by mail.

12.3 The successful Bidder shall deliver by hand or by mail **within seven (7) Days of receiving**

**written notice to the address specified on the Contractor's Information Form (Page 3),**  
the following documents:

- a) Performance and Labour and Material Bonding in the prescribed amount, as prescribed in Section 14.
- b) Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self-insurance if granted independent status by WSIB.
- c) Current CVOR Abstract.

**12.4** Following receipt of the above properly executed documents, the Contractor will receive written authority to proceed with the Work.

### **13.0 INSURANCE - COMMERCIAL GENERAL LIABILITY**

#### **Commercial General Liability**

Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Township of Rideau Lakes as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

#### **Automobile Liability Insurance**

With respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

#### **Contractor's Environmental Impairment Liability (if applicable)**

The contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$2,000,000 per incident /annual aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is written on a claims made basis, coverage shall include a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

### **14.0 RELEASE OF TENDER DEPOSIT**

**14.1** The Tender Deposits of all Bidders except the low and second low Bidders shall be returned within 10 Days of the tender closing. No interest shall be paid for the Tender Deposit.

**14.2** The Tender Deposit of the second low Bidder shall be returned when the successful Bidder has returned the applicable documents to the Municipality.

**14.3** Where either of the low or second low Bidders have not been notified within 30 Days after tender opening that their Bids have been accepted, application may be made to the Township for the return of the Tender Deposit.

**14.4** The successful Bidder's Tender Deposit shall be returned after the executed agreement and other applicable documents have been received by the Township.

**14.5** The Tender Deposit may be forfeited if the successful Bidder fails to return the applicable documents to the Townships within (7) seven Days of receipt.

**15.0 SECURITY/BONDING REQUIREMENTS** (Successful Bidder Only)

**15.1** A Performance Bond for 25% of the amount of the tender and a Labour & Material Bond for 25% of the amount of the Total Tender Price, issued by an approved guaranty company shall be supplied.

**15.2** The bonds will be retained by the Township for 120 days after final completion of the work.

**16.0 PERFORMANCE EVALUATION**

**16.1** The Township may evaluate the performance of the Contractor when the Contract is completed or terminated. The Contractor's performance shall be rated on a scale of 1-5, where 1 - very poor, 2 - below average, 3 - average, 4 - good and 5 - excellent, under the following categories:

- a) Administration
- b) Adherence to Specifications and Special Provisions
- c) Public Relations
- d) Condition and Sufficiency of Equipment
- e) Safety Procedure (OH&SA)
- f) Traffic Management
- g) Organization, Co-ordination and Efficiency
- h) Environmental Compliance (if applicable)

The performance rating shall be determined based on the every day performance of the Work, quality assurance test(s), letters, and Written Instructions to the Contractor.

**16.2** A copy of the completed Contractor's Evaluation Report shall be sent to the Contractor. If the Contractor disagrees with any portion of the Contractor's Evaluation Report, it shall advise the Township of specific objections, in writing, within 20 Days of the date of the report.

**16.3** Once an objection is received, the Township shall advise the Contractor, in writing, within 20 Days of the date of the objection if the objection has been dismissed and the reasons or affirm all changes to the Contractor's Performance Evaluation.

**16.4** If the Contractor is evaluated as very poor or below average in three categories or very poor in two areas, the Roads Coordinator may disqualify the Contractor from Bidding on Township's Contracts for a period of up to two years from the date the Contract was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

**16.5** The decision of the Township in respect of the Contractor's Performance Evaluation shall be final and binding for all purposes.



## **17.0 PAYMENT TERMS**

**17.1** The unit price quoted will form the basis for payment. The successful Contractor shall invoice the Township of Rideau Lakes as directed. Invoices shall be submitted in detail to the following address:

Township of Rideau Lakes  
1439 County Rd. 8  
Delta, ON K0E 1G0

**The Township's standard payment term is net thirty (30) days.** The description on the invoice shall indicate a road/street by road/street breakdown.

**17.2** The Township pays the Harmonized Sales Tax (HST) where applicable and should be included in the total Tender Price and shown separately on the invoice.

## **18.0 BASIS OF PAYMENT**

**18.1** Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work, including any repairs/replacement carried out as a requirement of the warranty.

**UNIT PRICE BID FORM  
TENDER PW2019-8**

In accordance with the Tender Documents, the Contractor hereby offers to complete the Work specific in the contract for the following prices for:

**ITEM 1**

**SINGLE SURFACE TREATMENT with FOG SEAL (width of application shall be 6.1m unless otherwise specified by the Roads Coordinator)**

SPEC.	ROAD	UNIT	QUANTITY	UNIT PRICE EXCLUDING HST	TOTAL
304 SP	Grady Road	m 2	9,760		
304 SP	8 <sup>th</sup> Concession	m 2	15,860		
304 SP	Wolf Lake Road	m 2	14,030		
304 SP	Sunny Side Road	m 2	14,030		
304 SP	Clear Lake Road	m 2	31,720		
304 SP	Isthmus Road	m 2	10,370		
304 SP	Garrett Road	m 2	6,100		
304 SP	Ritz Road	m 2	17,080		
304 SP	Sheldons Road	m 2	4,270		
304 SP	Cove Road	m 2	18,910		
304 SP	Old Kingston Road (Cty Rd 38 south)	m 2	27,450		
304 SP	Otter Lake Road	m 2	29,890		
304 SP	Hughes Road	m 2	1,220		

Sub-Total Item 1 \$ \_\_\_\_\_

HST \$ \_\_\_\_\_

TOTAL ITEM 1 Including HST \$ \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER**

**ITEM 2**

**DOUBLE SURFACE TREATMENT with FOG SEAL (width of application shall be 6.1m unless otherwise specified by the Roads Coordinator)**

SPEC.	ROAD	UNIT	QUANTITY	UNIT PRICE EXCLUDING HST	TOTAL
304 SP	Daytown Road	m 2	31,110		

Sub-Total Item 2 \$ \_\_\_\_\_

HST \$ \_\_\_\_\_

TOTAL ITEM 2 Including HST \$ \_\_\_\_\_

**ITEM 3**

**MICRO SURFACING**

Pricing for Micro Surfacing shall include a full scratch coat.

SPEC.	ROAD	UNIT	QUANTITY	UNIT PRICE EXCLUDING HST	TOTAL
336 SP	Old Kingston Road	m 2	7,930		

Sub-Total Item 3 \$ \_\_\_\_\_

HST \$ \_\_\_\_\_

TOTAL ITEM 3 Including HST \$ \_\_\_\_\_

SUB-TOTAL TENDER PRICE \$ \_\_\_\_\_

HST \$ \_\_\_\_\_

TOTAL TENDER PRICE \$ \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER**

**SCHEDULE OF PROVISION, PLANS, STANDARD DRAWINGS,  
SPECIFICATIONS AND GENERAL CONDITIONS**

The work specified in this Contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions for **TENDER PW2019-8**

A. NON-STANDARD SPECIAL PROVISIONS:  
1) NON-STANDARD SPECIAL PROVISIONS

B. SPECIAL PROVISIONS:  
1) PROTECTION OF PUBLIC TRAFFIC  
2) LIQUIDATED DAMAGES

C. PLANS: - N/A.

D. STANDARD DRAWINGS:

DWG. NO.	REV. NO.	DWG. NO.	REV. NO.	DWG. NO.	REV. NO.	DWG. NO.	REV. NO.
N/A		N/A					

M - Modified Drawing

E. SUPPLEMENTAL SPECIFICATION:

F. STANDARD SPECIFICATIONS:

SPEC. NO.	DATE	SPEC NO.	DATE	SPEC. NO.	DATE	SPEC. NO.	DATE
<u>OPSS</u>							
0102	92 10	0304	06 11	0543	90 12		
0127	13 04	0336	09 11	1001	93 03		
0128	02 06			1103	96 02		
0180	11 11						

G. GENERAL CONDITIONS:

MTO General Conditions of Contract, April 2003

**A) NON-STANDARD SPECIAL PROVISIONS  
TENDER PW2019-8**

**AMENDMENT TO OPSS 304, JUNE 1988**

---

**Non-Standard Special Provision**

March, 1999

---

**Aggregates for Single and Double Surface Treatment**

OPSS 304, Construction Specification for Single and Double Surface Treatment is modified by the following:

Section 304.01 Scope is deleted and replaced by:

**304.01 SCOPE**

This specification covers the requirements for surface preparation, application of bituminous binder, and application of aggregate for single and double surface treatment.

**304.02 REFERENCES**

This special provision refers to the following standards, specifications, or publications:

**Ontario Provincial Standard Specifications, Material:**

OPSS 1001 - Aggregates - General

OPSS 1103 - Emulsified Asphalt

Section 304.03 Definitions is deleted and replaced by:

**304.03 DEFINITIONS**

For the purpose of this specification, the following definitions apply:

**Binder:** means an emulsified asphalt with polymer modification used to bind aggregates.

**Double Lap:** means the coverage produced from the application of binder where the binder from each spray bar nozzle overlaps the binder application from the adjacent nozzle by one half.

**Double Surface Treatment:** means two successive single surface treatments.

**Single Surface Treatment:** means a single application of bituminous binder followed by a single application of Class 6 aggregate

**304.05 MATERIALS**

**304.05.01 Binders**

Binders shall be according to OPSS 1103.

**304.05.02 Aggregates**

**304.05.02.01 General**

The requirements of OPSS 1001 shall apply to this work. Aggregates shall conform to this special provision when tested according to the MTO Laboratory Testing Manual 'LS' test number identified herein.

Steel slags, iron blast furnace slags, nickel and copper slags are not acceptable for use as surface treatment aggregates.

Irrespective of compliance with the physical requirements, aggregate may be accepted or rejected on the basis of field performance.

**304.05.02.02 Gradation Requirements**

Aggregate shall be consistently graded, meeting the requirements of Table I.

**304.05.02.03 Physical Requirements**

The physical requirements of the aggregates shall be according to Table II.

Section 304.08 Quality Assurance/ Quality Control is added as follows:

TABLE I - GRADATION REQUIREMENTS (LS-602)						
MTO Sieve Designation	Percent Passing by Mass					
	Class 1 (note 1)	Class 2	Class 3 (note 2)	Class 4	Class 5 (note 1)	Class 6 (note 3)
19.0 mm	—	100	100	---	---	---
16.0 mm	---	98-100	96-100	---	---	100
13.2 mm	100	75-95	67-86	---	---	96-100
9.5 mm	75-100	50-80	29-52	100	100	50-73
6.7 mm	0-40	---	---	---	40-85	---
4.75 mm	0-10	25-50	0-10	70-100	5-25	0-10
2.36 mm	---	---	---	10-100	0-10	---
1.18 mm	---	10-40	---	5-90	0-5	---
600 µm	---	---	---	3-70	---	---
300 µm	---	2-20	---	2-40	---	---
150 µm	---	2-13	---	0-15	---	---
75 µm	note 4	2-7	note 4	0-7	note 4	note 4

Notes for Table I:

Note 1: Class 1 and Class 5 aggregates shall be washed according to OPSS 1001.

Note 2: Class 3 aggregate has the same gradation requirements as HL4 coarse aggregate.

Note 3: Class 6 aggregate has the same gradation requirements as HL3 coarse aggregate.

Note 4: Class 1, 3, 5 and 6 requirements for percent passing 75 µm are given in Table II.

**OPERATIONAL CONSTRAINTS**

**Structures**

The surface treatment operation shall not be applied over any bridge structures within the contract limits. The operation shall cease and subsequently resume at the approach slab location of each structure.

**Urban Drainage Systems**

The Contractor shall devise and utilize a method of covering and/or protecting drainage structures such as catch basins and manholes from the surface treatment operation.

Upon completion of the surface treatment operation, the Contractor will be responsible for ensuring the curb and gutter systems and paved sidewalk areas are free from surface treatment debris.

**TENDER PW2019-8  
SINGLE AND DOUBLE SURFACE TREATMENT AND WARRANTY CLAUSE**

---

**NON-STANDARD SPECIAL PROVISION**

January 1996

---

**1.0 DESCRIPTION**

The Contractor shall provide a single and double application of binder and aggregate of surface treatment in accordance with contract provisions, and warrant the work for 12 months.

**2.0 MATERIAL REQUIREMENTS**

**2.1 Asphalt Binder**

The Contractor shall issue a Certificate of Compliance that the material conforms to OPSS 1103, as determined by an approved laboratory in Ontario's inter-laboratory correlation program. **Asphalt binder shall be a HF 150 P Emulsion.**

**2.2 Aggregates**

The Contractor shall issue a Certificate of Compliance that the material conforms to OPSS 1003, as determined by an approved laboratory in Ontario's inter-laboratory correlation program.

**Aggregates for the first application (first pass {Binder}) shall be Class 2.**

**Aggregates for the second application (second pass {Surface}) shall be Class 6.**

**Aggregates for single surface treatment shall be Class 6.**

**2.3 Design**

The Contractor shall design the type of asphalt binder and aggregate and their application rate to ensure satisfactory performance.

**3.0 GRADE AND DRAINAGE PREPARATION**

When the grade/drainage has not been prepared by the Contractor, deficiencies that may affect the warranty should be pointed out to the Townships prior to the start of surface treatment, allowing sufficient time for these to be corrected.

**4.0 CONSTRUCTION CRITERIA**

The completed surface course shall be free of flushing, streaking or loss of cover aggregate (including delamination) as described by the Ministry of Transportation of Ontario's, Manual for Condition Rating of Surface Treated Pavement (SP-021).

**5.0 WARRANTY REQUIREMENTS**

**5.1 Warranty Period**

The warranty shall begin on the date of the completion of the work. The warranty will end 12 months from the start of the warranty period. Any repair work shall be completed prior to the end of the warranty period.

**5.2 Completion of Warranty Period**

The Final Acceptance Document for this contract will not be issued until all of the performance requirements as per Section 6.0 and including any repairs for the 12-month warranty are satisfied. At this time, the Letter of Credit will be returned to the Contractor.

## 6.0 PERFORMANCE REQUIREMENTS

Any materials used in repair/replacement surface treatments shall be consistent with those originally specified in the Contract. The use of alternate aggregates, meeting the requirements of OPSS 304 and OPSS 1003 in the repairs/replacement surface treatments, shall be approved by the Township.

Snowplow damage shall be excluded as a cause for warranty repair/replacement.

A distress survey shall be completed by the Township prior to the end of the 12-month warranty period. The results of both surveys will be sent to the Contractor.

The Township will determine the types of distress, their severity, their extent and the exact dimensions of any warranty repairs/replacement.

All repair/replacement areas shall not have transverse or longitudinal ripples of 6 mm or more as measured with a 3 metre straight edge.

The following table indicates the performance requirements by the end of the warranty period and the necessary repair/replacement methods, where required. The descriptions of the surface defects and severity are in accordance with the Ministry Of Transportation of Ontario, Manual for Condition Rating of Surface Treated Pavements (SP-021).

<b>SURFACE DEFECTS</b>	<b>SEVERITY</b>	<b>DENSITY OR EXTENT</b> (per 100m of lane length)	<b>REPAIR/REPLACEMENT METHOD</b>
Loss of Cover Aggregate	slight	intermittent, frequent or extensive	none
	moderate/severe	intermittent or frequent	patching and then a single surface treatment of affected area manually or by machine
	moderate/severe	extensive**	patching and then a single surface treatment of affected area
Flushing	slight	intermittent, frequent or extensive	none
	moderate	intermittent*** frequent** or extensive**	lean single surface treatment of affected area
	severe	intermittent***	removal and replacement of the double surface treatment of affected area
		frequent** or extensive**	removal and replacement of the double surface treatment of affected area
Streaking	slight	intermittent, frequent or extensive	none
	moderate	intermittent***, frequent** or extensive**	single surface treatment of affected area



	severe	intermittent***	compacted aggregate curtain or sand seal followed by single surface treatment of affected area
		frequent** or extensive**	compacted aggregate curtain or sand seal followed by single surface treatment of affected area

**NOTE:**

\*\* Area of the repair/replacement shall not be less than one lane width x 50 m in length.

\*\*\* Area of the repair/replacement shall not be less than one lane width x 10 metres in length. If there is less than 10 metres between two sections in the lane designated for repair/replacement, the repair/replacement shall be continuous.

**7.0 MEASUREMENT FOR PAYMENT**

**7.1 Surface Treatment**

Measurement will be by the horizontal area in square metres of double surface treatment placed.

**B) SPECIAL PROVISIONS TENDER PW2019-8**

**1. PROTECTION OF PUBLIC TRAFFIC**

---

Special Provision No. 100F08

April 2003

---

**Restrictions on Construction Operations**

The use of construction accesses, shoulder closures and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out during the following periods:

Sunday – All Day

All Canadian Statutory and Civic Holidays – All Day

**Location and Storage of Materials and Equipment**

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

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any vehicle, equipment or material which, in the opinion of the Townships constitutes a traffic hazard or obstruction to maintenance operations.

**Delivery and Trucking**

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic in accordance with the section entitled "Restrictions on Construction Operations".

**2. LIQUIDATED DAMAGES**

---

Special Provision No. 100F10

April 2003

---

**Fixed Completion Date and Charges**

**1. Time**

Time shall be the essence of this Contract.

**2. Progress of the Work and Time for Completion**

The Contractor shall complete this Contract in its entirety by **July 31, 2019**.

If this time limit above specified is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight and night shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

**3. Liquidated Damages**

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not finished or completed within the date of completion specified aforementioned or as extended in accordance with subsection GC3.07, Extension of Contract Time, of MTO General Conditions of

Contract, April 2003, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$500.00 as liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owners that will accrue during the period in excess of the prescribed date of completion.

**DECLARATION OF CONTRACT OFFER  
TENDER PW2019-8**

The Contractor has carefully examined the Tender Documents and has carefully examined the site and location of the Work to be completed under this Contract. The Contractor understands and accepts the said Tender Documents and, for the prices set forth in this Bid, hereby offers to furnish all labour, material and equipment, except as otherwise specified in the Contract and to complete the Work in strict accordance with the Tender Documents.

Attached to this Tender is a certified cheque in the amount specified in the "Tender Deposit", made payable to the Township of Rideau Lakes. The proceeds of this cheque shall, upon acceptance of the Bid, constitute a deposit which shall be forfeited to the Township if the Contractor fails to file with the Township the completed documentation specified in the "Instructions to Bidders", and an executed form of Agreement for the performance of the Work prepared by the Township in accordance with this Tender Documents within seven (7) Days from the date of receipt by the Contractor of the documents requiring execution.

The Bidder expressly warrants that the prices contained in his Tender whether as unit prices or lump sums and whether for transportation or supply of materials or for services are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person, or partnership or corporation.

The Bidder expressly represents that he is not party or privy to any deceit tending to mislead the Township into accepting his Bid as a truly competitive Bid, whether to the prejudice, injury or benefit of the Township.

**THE Contractor BY THIS BID OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

**Contractor signs here and Position  
Seal where Applicable**

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER**

**OCCUPATIONAL HEALTH AND SAFETY  
STATUTORY DECLARATION  
TENDER PW2019-8**

The Township of Rideau Lakes is obligated to ensure that the Work completed by the Contractor is undertaken in a safe manner. Before awarding this Contract, the Township of Rideau Lakes must be satisfied that the Tenderer has available resources and understands the Work adequately to be able to complete the undertaking to meet the Township's obligation. The Contractor shall complete, including a signature, and submit this form with this Tender envelope.

The Owner reserves the right to reject any Bid for tendered Work if the information herein is not complete or specific to the operation or does not meet an adequate level, as determined by the Owner. If necessary, the Owner also reserves the right to address with the low Bidder, minor deficiencies with the information provided and require the bidder to make the necessary changes to this information. Any additional equipment, labour or material adjustments required by the Owner shall not increase the Bid price.

The Township retains the right to negotiate with suppliers on any procurement.

In submitting this proposal, I/we, on behalf of

\_\_\_\_\_  
(Legal Name of Company)

Certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2)(j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Authorized Signing Officer (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER**