



June 20, 2022

**Tender for Hot Mix Paving of  
Various Roads in Lanark Village  
TENDER #PW-2022-05 - Revised**

**The Submission Deadline is  
3:00pm Friday July 8<sup>th</sup>, 2022.** Tenders  
received later than the stated date and  
time will be returned to the proponent  
unopened.

**TOWNSHIP OF LANARK HIGHLANDS**  
**TENDER #PW-2022-05 - Revised**  
**HOT MIX ASPHALT PAVING OF VARIOUS ROADS IN LANARK VILLAGE**

**DIVISION I**

**INFORMATION TO BIDDERS**

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**INFORMATION TO BIDDERS**

**1. Introduction**

*The Corporation of the Township of Lanark Highlands is inviting Tenders for the Hot mix Asphalt Paving of Various Roads in Lanark Village.*

Any document submitted with respect to this Tender will be subject to the Municipal Freedom of Information and Protection of Privacy Act.

**2. General Conditions**

The General Conditions for this Contract shall be the most recent addition of The Ontario Provincial Standards, General Conditions of Contract (OPSS.MUNI 100-Nov.2019). Any amendments thereto are contained in the Special Provisions.

**3. Ontario Provincial Standards**

The Ontario Provincial Standard Specifications (OPSS) form part of this contract but are not reproduced herein. The contractor is responsible for obtaining and having on site, a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions and Tender Items will take precedence over the OPSS where a conflict arises. Applicable OPSS are identified for each Tender Item under the OPSS No. Column of the Tender Item List. All Contractors proposing to bid on this contract will be required to obtain their own copies of the applicable OPSS Specifications and standard drawings, which will be in effect for this contract.

**4. Tender Submission**

Tenders for this Contract will be received until **Friday July 8<sup>th</sup>, 2022 @ 3:00 p.m.**

Tenders shall be enclosed in a sealed envelope plainly marked "Tender No. 2022-PW-05 The Contractor shall provide their company name, address and contact information on the envelope, and deliver it to the Township municipal office located at:

Township of Lanark Highlands  
75 George Street, P.O. Box 340  
Lanark, ON K0G 1K0

Attention: Chad Kean – Public Works Manager

All submissions must be in original, hard copy form. (Facsimile, email or other forms of transmissions will not be accepted.)

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## 5. Tendering Requirements

- i. The certified tender deposit cheque or bid bond, submitted by the successful bidder, will be returned when the successful Contractor has provided the Township with a Performance Bond **and** Labour and Material Payment Bond each totaling Fifty Percent (50%) of the Total Tender Price. The lowest two bids will be kept by the Township and all other tender deposit cheques or bid bonds shall be returned after the selection of the successful bidder by the Township of Lanark Highlands.
  - ii. Sealed bids, plainly marked as to contents shall be received prior to the closing date specified. Bids received after closing time will not be considered.
  - iii. Bids must be submitted on the Tender Form supplied.
  - iv. Bids must be completed in ink or by typewriter (not in pencil) and shall be clear and legible.
  - v. Bids which are incomplete; or contain additions, conditions or reservations not called for; or which contain erasures or are obscured or illegible may be rejected as informal.
  - vi. Bids must be signed by an authorized official of the firm.
  - vii. The successful bidder must have updated Workplace Safety and Insurance Board coverage and provide a Workplace Safety and Insurance Board Clearance Certificate in advance of undertaking any of the work required by this Contract.
  - viii. Individual item unit prices and accumulated sub-total must be exclusive of the Harmonized Sales Tax. These taxes are to be identified separately in all of the Contractor's invoices.
  - ix. No officer or employee of the Owner has authority to make or accept an offer or to enter into a contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation of a tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.
  - x. The Owner and its constituent local municipalities reserve the right to delete items, sections or parts of this tender, in whole or in part, if it is deemed to be advantageous to the Owner. The lowest tender submitted after deletion of items, section or parts of the tender will be considered for acceptance subject to item ix. above.
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## 6. Inquiries, Omissions, Discrepancies and Interpretations

All inquiries relative to the Tender Documents shall be directed in writing to:

**Attention: Chad Kean**  
**Manager of Public Works**

**Township of Lanark Highlands**  
PO BOX 340, 75 George Street  
Lanark, ON K0G 1K0  
Tel. (613) 259-2398 ext. 239  
Email: publicworks@lanarkhighlands.ca

**The Deadline for Questions shall be Tuesday, July 5<sup>th</sup> @ 4:00 p.m.**

Should a Tenderer find omissions from or discrepancies in any of the Tender Documents, or should the Tenderer be in doubt as to the meaning of any part of such documents, the Tenderer should notify the designated person and office without delay. If the designated person considers that a correction, explanation, or interpretation is necessary or desirable, an addendum will be issued to all those who have taken out tender documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

## 7. Tender Deposit

Each bid shall include a tender deposit in the form of a Bid Bond or a Certified Cheque, made payable to the **Township of Lanark Highlands**, equal to, or greater than, the amount shown in the following tables and must be enclosed in the same envelope as the tender.

<u>TOTAL TENDER AMOUNT</u>	<u>DEPOSIT REQUIRED</u>
\$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
\$1,000,000.00 to 1,500,000.00	\$60,000.00

## 8. Ability and Experience of Contractor

In order to aid the Township in determining the qualification of each tenderer, the tenderer shall complete the following statement sheets, which are bound herein and included in the Form of Tender which is to be submitted.

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<u>Statement “A”</u>	Stating the tenderer’s experience in similar work which he/she has successfully completed and references for each job.
<u>Statement “B”</u>	Giving a list of the tenderer’s senior supervisory staff whom will be employed in this contract, with a summary of the experience of each.
<u>Statement “C”</u>	Giving the name and address of each proposed Sub-Contractor/Suppliers used in making up his/her tender and shall state the portion of the work allotted to each. Only one Sub-Contractor shall be named for each part of the work to be sublet.

After the tender has been accepted by the Township, the Contractor shall not be allowed to substitute other Sub-Contractors in place of those named in his/her tender without written approval from the Owner, in accordance with Section G.C.3.09.04 of the OPS General Conditions of Contract.

## 9. Bonding

The successful Tenderer is required to provide the following:

### a) Performance Bond, and a Labour and Material Payment Bond

Before the contract agreement is signed, the successful bidder must furnish a **Performance Bond** for 50% of the Tender amount, and a **Labour & Material Bond** issued by the Bonding Company for 50% of the amount of the Tender amount issued by the Bonding Company. The Performance Bond and Labour & Material Bond shall be on a form endorsed by the Canadian Construction Association. Bond prices shall include Harmonized Sales Tax and will guarantee his/her faithful performance of this Contract and his/her fulfillment of all obligations in respect of maintenance and payment for labour and materials used on this work. The Performance Bond shall include a **15% Maintenance Bond** during the warranty period.

### b) Guaranteed Maintenance Period

The guaranteed maintenance period shall be a period of one (1) year from the date of Substantial Performance in accordance with the General Conditions. During this period, the Contractor shall maintain all the work and carry out such repairs as directed by the Owner. Repairs as requested by the Owner shall be undertaken within twenty-four (24) hours of notice being given; unless otherwise agreed upon by the Contractor and the Owner.

Each Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada.

Only bonds issued by insurers licensed in Canada will be accepted as per the terms and conditions of these tender documents.

## 10. Award of the Contract

The award of this Contract is subject to the approval and appropriate funding acceptable to the Township of Lanark Highlands.

All or portions of the proposed scope of work / Tables may be awarded by the Township based on Council approval and budget constraints.

It is expected that award of the contract will be confirmed following council the meeting on August 9, 2022.

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**Work for this project must be completed no later than September 1<sup>st</sup>, 2022, and shall proceed continuously once started.**

### **11. Right to Accept or Reject Tenders**

The Owner reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in its best interest to do so. No liability shall accrue to the Township for its decision in this regard.

Under no circumstances will Tenders be considered which are:

- Received after the advertised closing date and time for Tenders.
- Received in an unsealed envelope;
- Considered as being informal by the Township.
- Sent by Email or Facsimile

### **12. Withdrawal or Qualifying of Tenders**

A Contractor who has already submitted a Tender may submit a further Tender at any time before the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Contractor for this Contract.

A Contractor may withdraw or qualify his Tender at any time up to the official closing time by submitting a letter bearing his signature and seal as in his original Tender and addressed in the same manner on the original Tender. No telegrams, telephone calls, emails or facsimiles will be considered.

### **13. Tenderers to Investigate**

The Contractor must satisfy themselves as to the local conditions to be met with during the construction and conduct of the work before submitting his Tender. He shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

The Tenderer shall carefully examine all contract documents so that the unit prices tendered is commensurate with the nature of the work.

### **14. Examination of Plans, Specifications, and Tender Documents**

The Contractor shall carefully examine the plans, provisions, specifications and conditions described herein and accept the said plans, provisions, specifications and conditions for the prices set forth in this tender, and hereby offer to furnish all materials and to complete the work in strict accordance with the said plans, provisions, specifications and conditions.

The Contractor acknowledges that quantities shown in the tender documents and drawings are estimated only, and are subject to increase, decrease or deletion entirely by the municipality, if found not to be required or if in excess of budgetary limitations.

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## **15. Utilities**

The location of utilities as shown on the contract drawings (if any) are approximate only and are not guaranteed by the Owner. It is the Tenderer's responsibility to contact the Utility Companies for further information in regard to these utilities and to exercise the necessary care in construction operations to take such precautions as are necessary to safeguard the utilities from damage. The costs of all damages to utilities, both overhead and underground caused by the Tenderers shall be the sole responsibility of the Tenderer.

The Tenderer shall ensure that utility service is not disturbed during the course of construction, by reason of the construction.

## **16. Occupational Health and Safety Act**

Bidders should note that where the provisions of the Occupational Health and Safety Act of Ontario and Regulations apply to the services to be provided under a contract resulting from this tender, and all the responsibilities and obligations imposed upon the "Contractor" under this Act must be assumed by the bidder. All costs of service/materials required to fulfil these obligations shall be included in the contract price quoted. Should the owner be aware of any violations of the Act and Regulations, a notification will be made to the appropriate authorities. Where so warranted, work could be suspended or indeed terminated with no cost to the owner.

## **17. Variation of Quantities**

Dependent upon the tendered unit prices, the contract limits may be adjusted, by the Owner only, as required. No additional compensation will be allowed for any adjustment, which may increase or decrease tender quantities identified in the "Form of Tender", unless directed by the Owner. The Owner will not pay an increase or decrease in quantities unless identified and approved before commencement. Any work, in excess of contract quantities, done without written approval may not be eligible for payment and will be at the sole discretion of the Contractor.

## **18. Payment Terms**

The Contractor shall submit monthly invoices for payment directly to the Township of Lanark Highlands. The invoice(s) for payment shall clearly state the quantity and value of work performed. Except as herein provided, payments under this Contract will be made in accordance with Section GC 8.02.04 of the General Conditions.

The Owner will issue progress payment certificates as follows:

1. Complete breakdown of quantities for payment period by Municipality.
  2. Summary of total project.
  3. Individual certificates by Municipality stating payment for period, holdback, applicable taxes, and certificate total.
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Notwithstanding the provisions of the General Conditions respecting certification and payment, the Owner may withhold 2 ½ % of the total value of work performed beyond the expiration of 60 days from the date of publication of the Certificate of Substantial Performance, to enable the Owner to produce the final detailed statement of the value of all work done and material furnished under the Contract. As a condition of holdback reduction from 10% to 2 ½ %, the Contractor shall supply a Statutory Declaration as defined in GC 8.02.04.07.

The Completion Payment Certificates, to include statutory holdback release, will be issued within 60 days after the date of completion as specified under GC 8.02.04.07. The date for interest due to late payment shall commence following 89 days after the date of completion of the work. The Contractor is advised that the Owner may withhold payment of Interim and Holdback Release Certificates up to 30 calendar days from the date of receipt of the executed Payment Certificates. In order to obtain a Certificate of Substantial Performance, the Contractor shall submit a written request to the Owner for issuance of the certificate.

Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the *Construction Lien Act*, R.S.O. 1990, c.C30, as amended, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.

When the owner issues the Certificate of Substantial Performance, the Owner will also issue the Substantial Performance Payment Certificate and the Substantial Performance Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate. The Substantial Performance Statutory Holdback Release Payment Certificate will be a payment certificate releasing to the Contractor the statutory holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such statutory holdback shall be due 60 days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the *Construction Lien Act* and the submission by the Contractor of the following documents:

- a) A release by the Contractor in a form satisfactory to the Owner releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions such as outstanding work or matters arising out of subsection GC3.14, Claims, Negotiations, Mediation;
- b) A statutory declaration in a form satisfactory to the Owner that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained;
- c) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
- d) Proof of Publication of the Certificate of Substantial Performance.

The Contractor shall include in the Total Tender Price the publication cost of the Certificate of Substantial Performance. Publication is mandatory whether the Contractor requests Substantial Performance or not.

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**TOWNSHIP OF LANARK HIGHLANDS  
TENDER #PW-2022-05 - Revised  
HOT MIX ASPHALT PAVING OF VARIOUS ROADS IN LANARK VILLAGE**

**DIVISION II  
FORM OF TENDER**

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## THE TENDER – HOT MIX ASPHALT PAVING

### LETTER OF INTENT

**To: The Township of Lanark Highlands**

**Re: Tender #PW-2022-05 -Revised**

The paving contract will consist of pulverizing of existing asphalt, fine grading and compaction of granular materials, application of 50mm lift of hot mix asphalt on roads identified.

The undersigned has carefully examined the plans, specifications and location of the work described herein and is fully informed as to the nature of the work and the conditions related to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all materials, except as otherwise specified, and for the unit prices named in the itemized list, to complete the work herein described in strict accordance with the contract documents, therefore, and in conformity with the requirements of the specifications and supplemented specifications as may be provided by the Owner for the performance of this Work.

Submitted by (Please Print Legibly in Ink):

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NAME OF FIRM OR INDIVIDUAL  
(HEREINAFTER REFERRED TO AS THE “TENDERER”)

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ADDRESS

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NAME OF PERSON SIGNING FOR THE TENDERER

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TITLE OF PERSON SIGNING FOR THE TENDERER

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**STATEMENT "A"**

<b>Tenderer's Experience in Similar Work &amp; References</b>			
<b>Year Completed</b>	<b>Description of Work</b>	<b>For Whom Work Performed (References Name &amp; Phone Number)</b>	<b>Value of Work</b>

Experience work & References attached as an appendix ☐

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**STATEMENT “B”**

The Contractor must list below the names and experience of the Supervisory Personnel to be employed in this Contract.

<b>List of Tenderer’s Senior Supervisory Staff to be employed on this Contract</b>		
<b>Name</b>	<b>Position</b>	<b>Qualifications/Experience</b>

Tenderer’s Senior Supervisory Staff to be employed on this Contract attached as an appendix ☐

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**STATEMENT "C"**

<b>LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS</b>		
Sub-Trade	Name of Proposed Sub-Contractor/Supplier	Value of Work

Suppliers list of proposed sub-contractors/Suppliers attached as an appendix ☐

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**FORM OF TENDER**

This Tender is submitted by:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
EMAIL

TO THE REEVE AND MEMBERS OF THE COUNCIL of the Township of Lanark Highlands.

1. I/WE, the undersigned declare that no person, firm or corporation other than the one who's signature or the signature of whose proper officers and seal is or are attached below, has any interest in this tender or in the Contract proposed to be undertaken.
  2. I/WE further declare that this tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
  3. I/WE further declare that no member of the Municipal Council or any other Officer of the Corporation is or will become interested directly, or indirectly, as a Contractor in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived there from.
  4. I/WE further declare that the several matters stated in the said tender are in all respects true.
  5. I/WE further declare that I/WE have carefully examined the locality and site of the proposed works, and having read, understood and accepted the Provisions, Specifications, Conditions, Form of Tender, Tender and Bonding Requirements, Agreement to Bond, Performance Bond, Labour and Material Bond, Addenda \* No. \_\_\_\_\_ to \_\_\_\_\_ and Contract Agreement attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; including in every case freight, duty, exchange and federal and provincial sales tax in effect on the date of the acceptance of the tender, and to complete the work in strict accordance with the Provisions, Specifications, and Conditions hereto attached for the sums calculated in accordance with the actual measured quantities and unit prices set forth in the tender herein as follows:
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**Itemized Bid Form**

**Hot Mix Asphalt Paving of Various Roads in Lanark Village**

Itemized Bid Prices – Table 1 (North Street)

Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
<b>North Street – Civic 101 to Civic 117 (Approx. 149m x 6m wide)</b>						
A1	SP	Site Preparation	1	L.S.	\$ _____	\$ _____
A2	330	Mill 50mm of existing asphalt	894	m <sup>2</sup>	\$ _____	\$ _____
A3	308	Tack Coat and Joint painting material; Emulsified diluted asphalt	894	m <sup>2</sup>	\$ _____	\$ _____
A4	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 (including entrances where applicable)	894	m <sup>2</sup>	\$ _____	\$ _____
A5	304	Granular ‘A’ padding for entrances		t	\$ _____	\$ _____
A6	721 SP	Traffic Control	1	L.S	\$ _____	\$ _____
<b>Sub Total Tendered Price (A)</b>						\$ _____
B2	SP	OPTIONAL – Line Painting (solid yellow centerline)	150	m	\$ _____	\$ _____
<b>Sub Total Provisional Price (B)</b>						\$ _____
<b>Total Price (A + B)</b>						\$ _____

The contractor is to calculate the tonnage required for Granular “A” padding.

Itemized Bid Prices – Table 2 (Canning Street)

Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
<b>Canning Street – Civic 78 to Civic 98 (Approx. 213m x 5.8m wide)</b>						
A1	SP	Site Preparation	1	L.S.	\$_____	\$_____
A2	330	Mill 50mm of existing asphalt	1235	m <sup>2</sup>	\$_____	\$_____
A3	308	Tack Coat and Joint painting material; Emulsified diluted asphalt	1235	m <sup>2</sup>	\$_____	\$_____
A4	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 (including entrances where applicable)	1235	m2	\$_____	\$_____
A5	304	Granular ‘A’ padding for entrances		t	\$_____	\$_____
A6	721 SP	Traffic Control	1	L.S	\$_____	\$_____
<b>Sub Total Tendered Price (A)</b>						\$_____
B2	SP	OPTIONAL – Line Painting (solid yellow centerline)	215	m	\$_____	\$_____
<b>Sub Total Provisional Price (B)</b>						\$_____
<b>Total Price (A + B)</b>						\$_____

The contractor is to calculate the tonnage required for Granular “A” padding.

Itemized Bid Prices – Table 3 (Clarence Street)

Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
<b>Clarence Street</b> – Civic 71 to Civic 83 (Approx. 143m x 5.8m wide)						
<b>Clarence Street</b> – Civic 85 to Civic 101 (Approx. 143m x 8.6m wide)						
A1	SP	Site Preparation	1	L.S.	\$ _____	\$ _____
A2	330	Mill 50mm of existing asphalt	2060	m <sup>2</sup>	\$ _____	\$ _____
A3	308	Tack Coat and Joint painting material; Emulsified diluted asphalt	2060	m <sup>2</sup>	\$ _____	\$ _____
A4	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 (including entrances where applicable)	2060	m <sup>2</sup>	\$ _____	\$ _____
A5	304	Granular ‘A’ padding for entrances		t	\$ _____	\$ _____
A6	721 SP	Traffic Control	1	L.S	\$ _____	\$ _____
<b>Sub Total Tendered Price (A)</b>						\$ _____
B2	SP	OPTIONAL – Line Painting (solid yellow centerline)	286	m	\$ _____	\$ _____
<b>Sub Total Provisional Price (B)</b>						\$ _____
<b>Total Price (A + B)</b>						\$ _____

The contractor is to calculate the tonnage required for Granular “A” padding.

Itemized Bid Prices – Table 4 (Hillier Street)

Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
<b>Hillier Street</b> – Civic 103 to Civic 125 (Approx. 148m x 8.4m wide)						
A1	SP	Site Preparation	1	L.S.	\$_____	\$_____
A2	330	Mill 50mm of existing asphalt	1243	m <sup>2</sup>	\$_____	\$_____
A3	308	Tack Coat and Joint painting material; Emulsified diluted asphalt	1243	m <sup>2</sup>	\$_____	\$_____
A4	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 (including entrances where applicable)	1243	m <sup>2</sup>	\$_____	\$_____
A5	304	Granular ‘A’ padding for entrances		t	\$_____	\$_____
A6	721 SP	Traffic Control	1	L.S	\$_____	\$_____
<b>Sub Total Tendered Price (A)</b>						\$_____
B2	SP	OPTIONAL – Line Painting (solid yellow centerline)	148	m	\$_____	\$_____
<b>Sub Total Provisional Price (B)</b>						\$_____
<b>Total Price (A + B)</b>						\$_____

The contractor is to calculate the tonnage required for Granular “A” padding.

Itemized Bid Prices – Table 5 (Owen Street)

Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
<b>Owen Street</b> – Civic 1 to Civic 63 (Approx. 427m x 5m wide) <b>Owen Street</b> – Civic 65 to Civic 81 (Approx. 153m x 6.2m wide) <b>Owen Street</b> – Civic 83 to Civic 99 (Approx. 146m x 10m wide)						
A1	SP	Site Preparation	1	L.S.	\$_____	\$_____
A2	330	Mill 50mm of existing asphalt	4544	m <sup>2</sup>	\$_____	\$_____
A3	308	Tack Coat and Joint painting material; Emulsified diluted asphalt	4544	m <sup>2</sup>	\$_____	\$_____
A4	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 (including entrances where applicable)	4544	m <sup>2</sup>	\$_____	\$_____
A5	304	Granular ‘A’ padding for entrances		t	\$_____	\$_____
A6	721 SP	Traffic Control	1	L.S	\$_____	\$_____
<b>Sub Total Tendered Price (A)</b>						\$_____
B2	SP	OPTIONAL – Line Painting (solid yellow centerline)	726	m	\$_____	\$_____
<b>Sub Total Provisional Price (B)</b>						\$_____
<b>Total Price (A + B)</b>						\$_____

The contractor is to calculate the tonnage required for Granular “A” padding.

Itemized Bid Prices – Table 6 (Princess Street)

Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
<b>Princess Street</b> – Civic 48 to Civic 76 (Approx. 213m x 14m wide) <b>Princess Street</b> – Civic 78 to Civic 98 (Approx. 214m x 7m wide) <b>Princess Street</b> – Civic 100 to Civic 108 (Approx. 79m x 7.8m wide)						
A1	SP	Site Preparation	1	L.S.	\$_____	\$_____
A2	330	Mill 50mm of existing asphalt	5096	m <sup>2</sup>	\$_____	\$_____
A3	308	Tack Coat and Joint painting material; Emulsified diluted asphalt	5096	m <sup>2</sup>	\$_____	\$_____
A4	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 (including entrances where applicable)	5096	m <sup>2</sup>	\$_____	\$_____
A5	304	Granular ‘A’ padding for entrances		t	\$_____	\$_____
A6	721 SP	Traffic Control	1	L.S	\$_____	\$_____
<b>Sub Total Tendered Price (A)</b>						\$_____
B2	SP	OPTIONAL – Line Painting (solid yellow centerline)	506	m	\$_____	\$_____
<b>Sub Total Provisional Price (B)</b>						\$_____
<b>Total Price (A + B)</b>						\$_____

The contractor is to calculate the tonnage required for Granular “A” padding.

Itemized Bid Prices – Table 7 (Rosetta Road Street)

Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
<b>Rosetta Road – Civic 301 to Civic 345 (Approx. 234m x 6.3m wide)</b>						
A1	SP	Site Preparation	1	L.S.	\$_____	\$_____
A2	330	Mill 50mm of existing asphalt	1474	m <sup>2</sup>	\$_____	\$_____
A3	308	Tack Coat and Joint painting material; Emulsified diluted asphalt	1474	m <sup>2</sup>	\$_____	\$_____
A4	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 (including entrances where applicable)	1474	m <sup>2</sup>	\$_____	\$_____
A5	304	Granular ‘A’ padding for entrances		t	\$_____	\$_____
A6	721 SP	Traffic Control	1	L.S	\$_____	\$_____
<b>Sub Total Tendered Price (A)</b>						\$_____
B2	SP	OPTIONAL – Line Painting (solid yellow centerline)	234	m	\$_____	\$_____
<b>Sub Total Provisional Price (B)</b>						\$_____
<b>Total Price (A + B)</b>						\$_____

The contractor is to calculate the tonnage required for Granular “A” padding.

The relevant Ontario Provincial Standard Specifications for construction are as follows:

**Ontario Provincial Standard Specifications**

The following is a list of OPSS’s that apply to the Contract. This table does not include all OPSS’s that apply. As part of this contract, all relative OPSS’s apply unless otherwise specified. The most current municipal version is to be used. If no municipal specification exists, the provincial is to be used.

OPSS	Date	Description
180	November 2016	Management of Excess Material
182	November 2012	Environmental Protection
206	April 2019	Grading
308	April 2012	Tack Coating and Joint Painting
310	November 2017	Hot Mix Asphalt
501	November 2017	Compaction
510	November 2018	Removal
517	November 2018	Dewatering
518	April 2017	Control of Water and Dewatering Operations
706	April 2018	Traffic Control
804	November 2014	Seed and Cover
1004	November 2013	Aggregates – Miscellaneous
1010	November 2013	Aggregates – Base, Subbase
1150	November 2018	Hot Mix Asphalt
1860	November 2018	Geotextiles

### Ontario Provincial Standard Drawings

The following is a list of OPSD's that apply to the Contract. This table does not include all OPSD's that apply. As part of this contract, all relative OPSD's apply unless otherwise specified.

OPSD	Date	Description
219.110	November 2015	Light Duty Silt Fence
219.240	November 2015	Sediment Trap for Dewatering
212.030	November 2018	Resurfacing Existing Crossfall Maintained



The Tenderer hereby offers to complete the work specified for **Tender #PW-2022-05 -Revised** for the following prices:

<b>Sub-Total</b>	<b>\$</b>
<b>Optional Line Painting Sub-Total</b>	<b>\$</b>
<b>HST</b>	<b>\$</b>
<b>TOTAL COST</b>	<b>\$</b>

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

6. I/We agree that this offer is to continue open to acceptance until the formal Contract is executed by the successful tenderer for the said work or until 60 calendar days after the said opening, whichever event first occurs; and that the Corporation may, at any time within that period, without notice, accept this tender whether any other tender has been previously accepted or not.
7. I/WE agree that if I/WE withdraw this tender before the Council of the said Corporation shall have considered the tenders and awarded the Contract, the amount of the deposit accompanying this tender shall be forfeited to the Corporation.
8. I/WE agree that the awarding of the Contract based on this tender by the Council of the Corporation shall be an acceptance of this tender.
9. Attached to this Tender is a certified cheque in the amount specified in the "Tender and Bonding Requirements", made payable to the Corporation of The Township of Lanark Highlands, the proceeds of which, upon acceptance of this Tender, shall constitute a deposit which shall be forfeited to the Township at its discretion if I/WE, fail to file with the Township the complete Performance Bond specified in the "Tender and Bonding Requirements" and an executed form of Agreement for the performance of the work within ten (10) days from the date of notification of the acceptance of this Tender by the Township.
10. I/WE hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

\_\_\_\_\_  
Witness or Seal

\_\_\_\_\_  
Signature of Contractor

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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**AGREEMENT TO BOND**

(to be completed by Bonding Company)

WE, the undersigned, HEREBY AGREE to become bound as Surety for

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In a Performance Bond totaling FIFTY (50%) of the Total Tender Amount, and a Labour and Material Payment Bond totaling FIFTY (50%) of the Total Tender Amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown or described herein, if the Tender for **Tender PW-2022-05 - Revised** is accepted by the Owner.

IT IS A CONDITION of this Agreement that if the above-mentioned Tender is accepted, application for a Performance Bond and a Labour and Material Payment Bond must be made to the Undersigned within TEN (10) DAYS of Notice of Contract Award, otherwise the Agreement shall be null and void.

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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*(Name of Bonding Company)*

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*(Signature of Authorized Person Signing for Bonding Company)*

(BONDING COMPANY SEAL)

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*(Position)*

**(This Form shall be completed and attached to the Tender Submitted.)**

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**TOWNSHIP OF LANARK HIGHLANDS**  
**TENDER #PW-2022-05 - Revised**  
**HOT MIX ASPHALT PAVING OF VARIOUS ROADS IN LANARK VILLAGE**

**DIVISION III**

**FORM OF AGREEMENT**

**Agreement**

**THIS AGREEMENT made in triplicate this \_\_\_\_\_, 2022**

**BETWEEN**

\_\_\_\_\_  
**Hereinafter called the “Contractor”  
THE PARTY OF THE FIRST PART**

**-And –**

**THE TOWNSHIP OF LANARK HIGHLANDS  
Hereinafter called the “Owner”  
THE PARTY OF THE SECOND PART**

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Owner, to do all the work as described hereafter, furnish all materials except as herein otherwise specified, and to complete such works in strict accordance with the Specifications and Tender therefore, all of which are to be read herewith and form part of this present agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

The Contractor further agrees that they will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the General Conditions Section GC.7.01.07 “Schedule of Work”.

The Contractor agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Contractor in accordance with the General Conditions Section GC.8.02.09 Liquidated Damages.

**DESCRIPTION OF THE WORK:**

The paving contract will consist of pulverizing of existing asphalt, fine grading and compaction of granular materials, application of 50mm lift of hot mix asphalt on roads identified on the Itemized Bid Forms.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay the Contractor for all work done, the unit prices on the Tender Form. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

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IN WITNESS THEREOF, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature to their proper officers, as the case may be.

**Signatures:**

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Witness or Seal

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**Chad Kean, Public Works Manager**  
THE TOWNSHIP OF LANARK HIGHLANDS

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Witness or Seal

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**Memorandum of Agreement**

**RE: Hot Mix Asphalt Paving of Various Roads in Lanark Village**

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By undertaking the above-noted project I/we, \_\_\_\_\_, the  
(Name of Contractor)

undersigned hereby acknowledge and agree to meet or exceed health and safety requirements included in all Legislative Acts and Regulations (including, but not limited to, The Occupational Health and Safety Act, The Pesticides Act, The Explosives Act of Canada, The Workers' Compensation Act and Workplace Hazardous Materials Information System), as amended, and that failure to abide by these acts and regulations may result in the Township's issuance of a stop work order, and, in the case of a repetitive infraction, the dismissal and cancellation of the contract or purchase order.

Furthermore, I accept that I or any worker in my employment found to be in violation of the Occupational Health and Safety Act in respect of failure to wear protective clothing such as protective headwear, protective footwear, or approved safety vest may be dismissed without prior notification. In such an event, I concur that the Township shall not be liable for any costs incurred by me as a direct result of such dismissal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Witness or Seal)

\_\_\_\_\_  
(Authorized Township of Lanark Highlands Representative)

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**TOWNSHIP OF LANARK HIGHLANDS**  
**TENDER #PW-2022-05 - Revised**  
**HOT MIX ASPHALT PAVING OF VARIOUS ROADS IN LANARK VILLAGE**

**DIVISION IV**

**SPECIAL PROVISIONS – GENERAL**

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## **GENERAL CONDITIONS**

### **1. Description of Owner's Rights.**

The Owner shall have the right, at any time before or during the prosecution of work, or before or after the execution of the Contract, to make, or order in writing, any alterations or changes deleting, extending, increasing, decreasing, varying or otherwise altering any lines, grades, forms, dimensions, methods, plans or materials, omissions of any portion or portions of the work, variations in any other way the works contracted for, or to order any additional or extra work to be done or extra material to be furnished. The Contractor shall proceed with and carry out the work as directed and/or supply such materials as directed, and shall do so without being entitled to any additional payment on account of any changes in work or materials except as otherwise provided. The Contractor shall proceed with work without delay and, if he is of the opinion he is entitled to additional compensation, shall make a written claim for additional compensation. If, in the opinion of the Owner, such order or change materially increases or decreases the cost of the work or material from that on which the Contractor based his bid, other than estimated quantities, the Owner, in his sole discretion, may increase or decrease the Contract price by an amount or amounts he, in his sole discretion, considers appropriate.

### **2. Contractor to Investigate**

It is the responsibility of the Bidder to satisfy itself that the Tender Documents are complete. The Bidder shall carefully examine all the Tender Documents. Prior to submitting its Bid, the Bidder shall visit and carefully examine the place of the Work and satisfy itself as to all existing surface and subsurface conditions, facilities and difficulties and shall take into consideration weather conditions, local labour conditions, and material and equipment availability which may affect the execution of the Work.

No claims by the Bidder will be considered or allowed for conditions which can be determined by careful and diligent examination of the Tender Documents, the place of the Work and local conditions, or both. No plea of ignorance of conditions or difficulties which may be encountered in the execution of the work hereunder by failure to make such inspections or investigations will be accepted as sufficient reason for failure on part of any successful Bidder to fulfill all requirements of the Contract.

### **3. Changes to Government Taxes**

Claims for compensation for additional tax cost shall be submitted by the Contractor to the Owner. Such claims for additional tax costs shall be submitted no later than 30 days after the date of acceptance of the work.

Where the Owner benefits from a change in Canadian Federal or provincial taxes, the Contractor shall submit to the Owner a statement of such benefits. This statement shall be submitted no later than 30 days after the date of acceptance of the work.

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The Owner reserves the right to make deductions from regular progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be withheld from Contract payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs, at which time the final payment adjustment will be determined.

#### **4. Definitions**

- i) Wherever the word “Owner” or Corporation” or “Township” or “Municipality” appears in this Contract it shall be interpreted as meaning the Township of Lanark Highlands.
- ii) Wherever the words “Ministry” or “MTC” or “MTO” appears it shall be deemed to mean the “Ministry of Transportation, Ontario”.
- iii) Wherever the term “Contractor” appears in the Contract, it shall be deemed to apply to the successful Tenderer which has been awarded this Contract by the Owner and has executed all necessary documentation.

#### **5. Addenda**

The Tenderer shall ensure that all addenda issued during the tendering period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

#### **6. Contractor’s Responsibility**

The Contractor's attention is drawn to Section GC7 of the OPS General Conditions, "Contractor's Responsibilities and Control of the Work". Should the Contractor cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Owner in writing of the names and positions of the person or persons representing the Contractor.

Should the Contractor be unable to carry out immediate remedial measures required, the Owner will carry out the necessary repairs, all related costs for which shall be charged to the Contractor.

#### **7. Governmental Requirements**

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.

#### **8. Employment**

The Contractor and any sub-contractor of the Contract, will, irrespective of the construction to be carried out under this Contract:

- a) Employ only residents of Canada, and
  - b) In employing persons, refrain from discrimination against any person by reason of race, colour, religious views or political affiliations.
-

- c) Give preference to local truckers if he/she requires more trucks than he/she has available of his/her own fleet on site.
- d) Give preference to local labour if it is necessary to augment his/her regular forces.

## **9. Coordination of Meetings**

The Contractor shall attend such meetings with the Owner and the local municipalities as may be required to coordinate services affected by the Contract and routinely review its progress. A pre-construction meeting shall be scheduled to be held within ten (10) days of notification of acceptance of the Tender by the Owner.

## **10. Hours of Work**

Hours of work shall be from one hour after dawn until one hour before dusk, Monday to Friday and no work will be permitted on weekends or statutory holidays, unless prior written requests are approved from the Owner.

## **11. Use of Sub-Contractors**

Sub-Section GC3.09 of the OPS General Conditions of Contract, is amended by the addition of the following:

The Contractor agrees to submit a list of any Sub-contractors 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. The Township has the right to reject any of the Sub-contractors so named. In this event the Contractor shall arrange to have the proposed work done by such other Sub-contractor as may be approved by the Township.

Should the Contractor cease operation, under no circumstances shall Sub-contractors be allowed to continue the work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Owner, in writing, of the names and positions of the person or persons so representing the Contractor.

## **12. Regulations of Pits and Quarries**

Bill 120, An Act to Regulate Pits and Quarries and to provide for their Rehabilitation is now in effect and shall be applicable in such parts of Ontario, as the Lieutenant Governor shall from time to time designate

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by Regulation. All costs related to work required under this specification will be deemed to have been included in the appropriate tender items and no additional payment will be made.

### **13. Insurance, Protection and Damage**

Sub-section GC6.03.02 of the OPS General Conditions is deleted and replaced by the following:

The Contractor shall take out and keep in force, until the date of acceptance of the entire work by the Owner, a comprehensive policy of public liability and property damage insurance, acceptable to the Owner, providing insurance coverage, in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property.

The policy shall name the Township of Lanark Highlands as additional insured there under and shall indemnify them and their representatives from and against all claims, demands, loss, costs, damage or injury including death to any person or persons and for damage to any property of the Owner or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his/her servants or agents during the execution of the contract. The Contractor shall forward with the executed contract documents a certified copy of the policy or certificate thereof to the Owner before the work is started.

The Contractor must also complete and sign the Township of Lanark Highlands Memorandum of Agreement regarding health and safety requirements included in all Legislative Acts and Regulations.

The successful bidder shall at their own expense with 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Corporation with evidence of:

#### **Commercial General Liability Insurance**

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 engineer relating to their 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; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

#### **Automobile Liability Insurance**

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 \$2,000,000 inclusive for each and every loss.

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### **Environmental Impairment Liability**

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. Such insurance shall be maintained for a period of two (2) 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. Property Owners Release of Pit and Waste Disposal Areas on Privately Owned or Municipally Owned Land used by the Contractor**

Where the Contractor uses privately-owned or municipally-owned lands for pits or waste disposal areas, the Contractor shall provide the Owner with one copy of a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor.

The Contractor is responsible for ensuring that the disposal of surplus material is carried out in an environmentally acceptable manner and to the satisfaction of the owner of the land upon which the material is disposed.

### **15. Prevention of Damage**

The failure of the Owner to order necessary precautionary measures, protective work or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective work or other requirements. Furthermore, the fact that the Owner does or does not order precautionary measures, protective work or other requirements shall not relieve the Contractor from any of his/her responsibilities under this contract.

### **16. Protection of Utilities, Fences and Private Property**

The Contractor shall be responsible for the protection of all utilities, fences, mailboxes, and signs not designated for removal and the protection of private property at the job site during the time of construction. Storage of excavated materials shall be such that deposition onto private property will not take place.

It is the Contractor's responsibility to contact the Municipal Authorities or Utility Companies for information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

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## **17. Protection of Adjacent Structures**

The Contractor shall in the manner specified, sustain in their places and protect from injury any and all water or gas mains, public or private sewers or drains, conduits, service pipes, sidewalks, fences, retaining walls, curbs and all other structures or property in the vicinity of his work, whether over or underground, or which appear in the excavation and he shall assume all costs and expenses for damage which may be occasioned by injury to any of them. The support of any water mains shall be to the satisfaction of the Owner.

Before excavation commences, the Contractor shall have the location of all underground utilities staked out by the appropriate Utility Company. The location of utilities shown on the Contract Drawings is in accordance with the best information available but the Owner does not guarantee the accuracy or the completeness. It is the Contractor's responsibility to contact the various Utilities for further information.

## **18. Restoration of Work Areas**

Unless construction or restoration of all work areas is included in the contract under specific tender items, the Contractor shall restore all work areas to their previous condition to the satisfaction of the Owner (i.e. Grass areas will be sodded, paved areas will be asphalted, etc.). No additional compensation will be allowed for this restoration.

## **19. Dust Control**

As a part of the work required under Section GC7.01 of the OPS General Conditions, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from his/her 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.

The cost of all such preventative measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which it is the Contractor's responsibility to maintain for public traffic. The cost of such quantities of water and calcium chloride as are authorized by the Owner to restrict dust to acceptable levels, shall be included within the item price of each bid item as per OPSS. GC 8.02.02 "Price for Work".

## **20. Haul Roads**

The maintenance and restoration of all haul roads required for this contract shall be the responsibility of the Contractor and no additional payment will be made.

## **21. Traffic Control - General**

Construction operations shall be carried out in such a manner as to maximize safety and minimize disruption to traffic flow and operation.

Upon request - prior to construction, the Contractor shall submit a Construction Staging and Traffic Control Plan for work within the Contract to the Owner for review and approval.

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Temporary concrete barriers, flashing beacons, and temporary traffic control devices shall be installed and maintained during all shutdown times including evenings and weekends if a trench is left open, or obstruction, or hazard exists.

The Contractor shall follow the Manual of Uniform Traffic Control Devices (MUTCD) and shall be responsible for temporary lane closures.

The Contractor shall provide all construction and traffic control signage (as per the MUTCD) and flagmen to protect workmen and the public to the satisfaction of the Owner.

## **22. Protection of Public Traffic**

### **a) Construction Staging and Traffic Control / Protection Plan**

Upon request - prior to construction, the Contractor shall supply the Owner for review a Construction Staging Plan and Traffic Control/Protection Plan for work within the Contract.

### **b) Restriction on the Use of Construction Equipment and Unlicensed Vehicles**

Unlicensed vehicles and construction equipment, with the exception of rock trucks, 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 the traffic in which case, the Contractor shall erect delineators along the edge of the travelled lane, in accordance with paragraph 01) of subsection GC7.07, Maintaining Roadways and Detours, of the OPS General Conditions of Contract, November 2019. In no case shall the distance between traffic and working area be less than 1.5 m unless reasonably justified and appropriately delineated.

### **c) Granular Grade**

Granular road base shall be graded and may be required to be treated with dust suppressant as directed by the Owner and maintained as necessary to provide safe driving conditions during the weekend and holidays.

### **d) Open Excavations**

The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. 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 each day.

### **e) Location and Storage of Materials and Equipment**

Materials shall not be stored within 4 m of the travelled portion of any roadway except in the medians where the minimum clearance required is 2.5 m. Equipment shall not be stored within 4 m of the travelled portion of any roadway or parked on private property unless prior written approval has been submitted to the Owner.

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

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**f) 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 restrictions on construction operations and the permitted time for closures. This will necessitate vehicles to "slip-off" or "slip-on" in the direction of traffic, in order to merge with and thereby avoid crossing traffic lanes.

The Contractor shall obtain the Owner's prior approval for the location of any "slip-off" or "slip-ons". The Owner reserves the right to alter, reject or close same as considered necessary. The Contractor shall notify suppliers of materials and equipment of the above requirements.

**23. Metric and Imperial Systems of Measurement**

Quantities and dimensions referenced in the Special Provisions, Specifications and General Conditions shall be converted from one system of measurement to the other as required in order to complete the work.

Where a conflict occurs between imperial and metric quantities or dimensions, the Owner will review the identified conflict and proposal and shall determine the appropriate system of measurement to be used.

**24. Unit Conversion of Weighed Materials**

In the event that a weigh scale is not available in the required metric or imperial units as designated for material to be weighed on this Contract, then the quantities so weighed on the scale supplied, shall be converted to the designated units by the Owner, for payment purposes.

One conversion only shall be made at the end of each day; on the basis that one metric tonne is equivalent to 1.102 imperial tons.

**25. Property Bars**

The Contractor shall protect all property bars during construction. Prior to the acceptance of the work by the Owner, the Contractor, at his/her own expense, shall have an Ontario Land Surveyor replace any bars that were destroyed or disturbed during construction.

**26. Lines, Levels and Grades**

Layout for the work on this contract shall be provided by the Contractor, in accordance with GC 3.05, GC 7.02 of the OPS General Conditions of Contract, and the following:

The Contractor shall carefully lay out his work so that during its progress and at its completion, it shall conform to the lines and levels as shown on the plans and profiles and established by him in the field. The work shall be built in accordance with the contract drawings, positive drainage and directions given from time to time by the Owner.

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The Contractor shall provide a copy of grade sheets to the Owner on a weekly basis for all work related to this contract.

The cost of layout performed by the Owner because of errors in the Contractor's layout or because of the Contractor's inability to correctly perform the layout shall be charged to the Contractor at rates normally charged for such work by the Owner. Charges incurred under this provision shall be withheld by the Owner from payments made to the Contractor, or otherwise collected by the Owner from the Contractor.

## **27. Utility Installation and Relocations**

It is the Contractor's responsibility as "Constructor" under the provisions of the Occupational Health and Safety Act to co-ordinate the activities of all employers and workers operating within the contract limits to ensure that the requirements of the Occupational Health and Safety Act are satisfied. The Contractor shall ensure that each utility company operating within the contract limits is included in this process.

During the time of the utility work, the Contractor must vacate an area within a 30m radius of the actual work location for the duration of the utility work.

The Contractor must comply with the requirements of the utility companies with respect to protection of their facilities, in particular with regard to underground cables.

## **28. Dewatering - General**

Work under this contract shall include any dewatering required for construction of the works, performed in accordance with OPSS 517 and OPSS 518. Costs associated with dewatering shall be included under the 'Dewatering' item in the Contract. No additional compensation will be made for dewatering activities.

Upon request – prior to construction the Contractor shall provide a dewatering plan. Where dewatering is required, dewatering effluent shall be discharged so as to prevent entry of sediment to watercourses. If the dewatering plan intends to make use of the existing storm sewer system for discharge, the Contractor shall ensure sediment does not collect in sewer system. The system shall be cleaned of such debris to the satisfaction of the Owner.

## **29. Erosion and Sediment Control - General**

A 100m stand-by supply of prefabricated silt fence, in addition to silt fence which may be specified elsewhere in the Contract, shall be maintained at the Contract site prior to commencement of grading operations and throughout the duration of the Contract.

In all areas, the Contractor shall, as a means of controlling erosion and runoff, so schedule his/her operations as to limit the areas of slope and ditches exposed and the time that such areas are exposed prior to final treatment.

Where cut or fill slopes have been rough graded, the Contractor shall within 15 calendar days of this operation, trim these slopes. Within a further 15 calendar days from the completion of trimming, the

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Contractor shall apply the specified vegetative cover material as required, and when so permitted, elsewhere in the contract.

In areas where excavated materials are stored temporarily the Contractor shall prevent erosion of any material into watercourses, sewer systems or onto private property.

Upon request - prior to construction the Contractor shall submit his proposed methods for controlling erosion and runoff to the Owner.

Run-off from construction materials and any stockpiles shall be contained and discharged so as to prevent entry of sediment to watercourses.

Where dewatering is required, dewatering effluent shall be discharged so as to prevent entry of sediment to watercourses.

The Contractor shall clean out all storm catch basin and maintenance hole sumps upon completion of the construction works.

Erosion and sedimentation control measures shall not be placed in watercourses unless otherwise specified in the Contract, or directed by the Owner.

### **30. Watercourse / Fisheries Protection: General**

At all times, the Contractor's operations shall be controlled so as to prevent the entry of deleterious materials to watercourses and shall conform to the regulations embodied in the Navigable Waters Protection Act. Controls shall include, but not be restricted to, the following:

- (a) Erosion and sedimentation control and protection of environmentally sensitive areas, shall be in compliance with requirements that may be specified elsewhere in the Contract.
  - (b) Watercourses shall not be diverted and temporary watercourse crossings shall not be constructed or utilized unless otherwise specified in the Contract.
  - (c) Where the Contract does not require work in watercourses or on watercourse banks, equipment shall not be operated within such areas.
  - (d) Where the Contract requires work in watercourses or on watercourse banks, operation of equipment within such areas shall:
    - (i) Be kept to the minimum necessary to perform the specified work;
    - (ii) Comply with operational constraints that may be specified elsewhere in the Contract; and
    - (iii) Otherwise proceed in a continuous fashion so as to minimize the duration of such work.
  - (e) Construction material, excess material, construction debris, and empty containers shall be stored away from watercourses and watercourse banks.
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- (f) All equipment maintenance and refuelling shall be controlled so as to prevent any discharge of petroleum products. Vehicular maintenance and refuelling shall be conducted away from watercourses and watercourse banks by a minimum of 30m.

In the event that the Owner determines that controls are unacceptable, the Contractor shall cease those operations, as identified by the Owner, which are causing the entry of deleterious material to watercourses. Such operations shall remain suspended until otherwise directed by the Owner. This will not require the cessation of work required for such essential operations as continuous concrete pours for structures, unless otherwise directed by the Owner. Any costs associated with stoppage of work shall be borne entirely by the Contractor.

### **31. 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 MOE Spills Action Centre at 1-800-268-6060 and the Owner.

Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act, Chapter E19, R.S.O., 1990.

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. 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 PCBs and shall forthwith be reported to the MOE Spills Action Centre at 1-800-268-6060 and the Owner.

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

### **32. Management and Disposal of Excess Materials**

The Contractor is responsible for disposal of excess material, including asphalt, and any other unusable material from the site. Any material disposed from the shall be in accordance with O. Reg. 406/19: ON-SITE AND EXCESS SOIL MANAGEMENT. It is the contractor's responsibility to ensure that any dump site is in compliance with O. Reg. 406/19. The Contractor should contact the Township to determine if there is a dedicated fill site available at the time of construction.

The Contractor will be responsible for all hauling and stockpiling of excess material at the designated site(s) to the satisfaction of the Owner. Payment for management and disposal of excess materials shall be included in related contract item.

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### **33. Garbage Collection**

The Contractor shall be responsible for ensuring that if required, garbage collection, including recyclables, is maintained and when necessary, the Contractor shall make arrangements directly with the collecting agency, to permit and coordinate pick-up. The Contractor shall coordinate this with the Township/Owner. Curbside garbage and recyclables are picked up Fridays, commencing in the morning.

### **34. Occupational Health and Safety – Confined Spaces**

The Contractor's attention is specifically directed to Part II.1 “Confined Spaces” of the OH&S Regulations for Construction Projects regarding requirements for working in confined spaces. All maintenance holes, catch basins and structures must be checked for the presence of gases prior to removal of covers and/or entering them.

### **35. Contract Time & Liquidated Damages**

#### **1) Time**

Time shall be of the essence for this Contract. For the purposes of this Contract, GC1.04 of the General Conditions is revised, in that Contract Time means the time stipulated herein for Completion of the Work as defined in clause GC1.06.

#### **2) Progress of the Work and Contract Time**

Forthwith upon acceptance of this Contract, the Contractor shall provide a “Contractor’s Schedule of Work” to the Owner.

The Schedule shall include the proposed methods of construction and the name of a responsible individual from the Contractor’s firm who can be contacted in the event of emergencies. The Contractor must prepare and submit his/her schedule to the Owner within ten (10) calendar days of Contract acceptance and prior to start of construction.

The Contractor shall complete this Contract as defined in GC1.06 of the General Conditions **on or before September 1st, 2022.**

As sidewalk replacement contract is scheduled in the village to be completed by June 24<sup>th</sup>, 2022, this contract is anticipated to commence August 11<sup>th</sup>, 2022 or after, unless a proposal is submitted to the Owner for review and the Contractor has consulted with the Sidewalk Replacement Contractor.

If the Contract time allowed by the above-noted date 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 shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the contract time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the bid prices for the various items of work and no additional compensation will be allowed therefore.

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No weekend work, or work on Statutory holidays will be permitted unless otherwise stipulated in the contract and approved by the Township/Owner. Extension of time allowed as per GC3.06, Extension of Contract Time, of OPSS MUNI 100-Nov.2019 General Conditions of Contract. Hours of work shall be from one hour after dawn until one hour before dusk unless prior written approval is received from the Owner.

### **3) Controlling Operation**

A controlling operation or operations is any feature of the work as determined by the Owner, which, if delayed, will delay the time of completion of the contract.

### **4) 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 number of working days as set forth in the Special Provisions or as extended in accordance with Subsection GC3.07 of the OPS General Conditions, 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 (Five Hundred Dollars)** as liquidated damages for each and every calendar days delay in finishing the work in excess of completion date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed completion date.

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

## **36. Operational Constraint**

### **1) Other Contractors Within and/or Adjacent to the Contact Limits**

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 Owner.

Note a specific contract is sidewalk repairs that encompass sidewalk work on Owen and North Street. Microsealing is anticipated on Hwy 511/George Street by the County of Lanark.

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## **2) Testing of Materials**

All materials shall meet OPSS specifications. 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 costs, will be responsible for replacing the asphalt to the acceptance of the Township.

## **37. Extra Work**

Notwithstanding the Operation General Conditions of the contract, the Contractor shall notify the Owner in writing before the commencement of any work that he considers extra work so that records may be kept. If notice is not given, it will be deemed that payment is included in the contract prices and no additional payment for extra work will be made.

Invoices for extra work shall be submitted as soon as possible after the completion of such work and in no case later than 30 days after the completion of the work in question.

Payment will be made on the next payment certificate after the approval of the Contractor's invoice. In the case of extra work, if all invoices, all required substantiation and support are not received within 30 days, it is deemed that the Contractor does not intend to charge for the work and no payment will be made.

## **38. Mailboxes**

The Contractor shall maintain access to mailboxes at all times. In the event that mailboxes are damaged as a result of construction activities or any other activity related to the execution of this contract, the Contractor will be responsible for replacement at no additional cost to the Owner.

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**TOWNSHIP OF LANARK HIGHLANDS  
TENDER #PW-2022-05 - Revised  
HOT MIX ASPHALT PAVING OF VARIOUS ROADS IN LANARK VILLAGE**

**DIVISION V**

**SPECIAL PROVISIONS – TENDER ITEMS**

## **Item Specific Special Provisions**

**NOTE:** For the following Item Specific Special Provisions, the following list of items (including but not limited to) will be incorporated in the price of each bid item as per OPSS. GC 8.02.02(.02):

- 1. Mobilization & Demobilization**
- 2. Insurance & Bonding**
- 3. Maintenance and/or Reinstatement of Existing Signage**
- 4. Calcium Chloride Flake and Water for Dust Control**

**OPERATIONAL CONSTRAINT – Construction Start Date Monday August 11<sup>th</sup>, 2022, Construction Completion Date Friday September 1<sup>st</sup>, 2022**

### **OPERATIONAL CONSTRAINT - Lane Closure Notification, Notification of Affected Agencies**

The contractor shall notify all affected emergency services, school boards, transportation services and residences at least two weeks in advance of the lane closure.

#### **METHOD OF NOTIFICATION**

Notifications to agencies and regulatory authorities shall be via email and phone. Notification to residents shall be via hand delivered notices. Only residents on the affected roads/streets in the jobsite will require hand delivered notices. Prior to road closure, the Contractor will be required to provide confirmation of notifications to all affected parties. In addition, the Contractor shall also notify all affected parties of any unplanned changes to traffic flow immediately.

Agencies notified shall include, but not be limited to, the following;

#### **EMS:**

Lanark County Paramedic Services  
84 Lorne St, Smith Falls, ON, K7A 3K8  
Emergency Calls - 911  
(613) 205-1021

Ontario Provincial Police –  
Lanark County Detachment  
75 Dufferin Street, Perth, ON, K7A 3A5  
Emergency Calls - 911  
Phone: (613) 267 - 2626

#### **School Board:**

Upper Canada District School Board  
225 Central Ave W,  
Brockville, Ontario,  
Canada, K6V 5X1  
Telephone: 613-342-0371  
Toll Free: 1-800-267-7131 (Ontario only)

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Upon commencement of the work, the Contractor shall work continuously until operations are complete. The Contractor shall schedule the work to ensure that no operations are conducted over a weekend or holiday or on a Friday or any day prior to or following a holiday weekend. The contractor shall ensure the site is secure prior to leaving each evening.

No additional payment will be made for any labour, equipment and materials required to comply with the above notification requirements.

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### **Special Provisions - 1 Grading of Existing Granulars**

The unit bid price for this tender item shall be full compensation for the purchase, supply, and placement of Granular A material for the purposes of road reconstruction and fine grading. All work to be in accordance with OPSS 314. Water for compaction, as directed by the Contract Administrator, shall be included in the unit bid price. Granular A shall conform to OPSS 1010. All grading, including 'fine grading' prior to asphalt placement, shall be included in the unit price bid. Granular A shall be 100% crushed rock from a rock quarry.

All grading, including 'fine grading' prior to asphalt placement, shall be included in the unit price bid under the granular A item.

In areas where gravel entranceways are affected by the construction operation, the Contractor will be required to place Granular 'A' material to bring the entranceways to a grade acceptable to the Owner.

The existing road and shoulders are to be proof rolled prior to placement of road base granular to identify areas in need of repair or additional treatment.

Payment for this item shall be full compensation at the tendered unit price per tonne installed and compacted as measured by legal weigh scale at the quarry (unless noted otherwise). The Contractor shall supply material tickets to the Owner prior to any payment being received for verification purposes. Hand-written tickets will not be accepted.

**All tickets must be received by the inspector at the time of delivery of the granular material. Summary sheets for all granulars delivered must be supplied to the Owner and or Inspector at days end or first thing the following morning, failure to comply to the above may result in non payment of the material.**

Payment at the Contract Price for this item shall be full compensation for all labour, materials and equipment required to do the work.

Measurement for payment shall be by "Tonne".

### **Special Provisions - Traffic Control / Lane Closure**

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment, and materials required to supply and maintain all temporary signing, traffic, flagmen and pedestrian protection as per the Ontario Traffic Manual Book 7 for lane closures, all work under this item shall be in accordance with the relevant General Special Provisions and OPSS 706. Measurement for payment shall be by lump sum.

A detailed traffic control plan is to be submitted to the Owner for approval. The plan shall be detailed and site specific (generic references to OTM Book 7 or other resources will not suffice). The plan shall encompass the duration of construction, phasing, vehicle traffic, pedestrians, lane closures, emergency vehicle access, product deliveries, garbage / recycling pickup (curbside pick-up is Friday mornings in the Village of Lanark), timeframes, and other relevant elements. The plan shall be provided in a manner or have excerpts that can be distributed and posted for public information.

**Basis of Payment:** Measurement for payment is by Lump Sum. This Lump Sum shall be inclusive of all labour, material and equipment required to complete the work.

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### **Special Provisions – Step Joint**

Grinding of a step joint at all roadway intersections and at any applicable entrances.

### **Special Provisions – Reinstatement of Driveways**

Any affected entrances or driveways due to the operations/ scope of work, are to be reinstated with like materials, including but not limited to gravel, stone, asphalt.

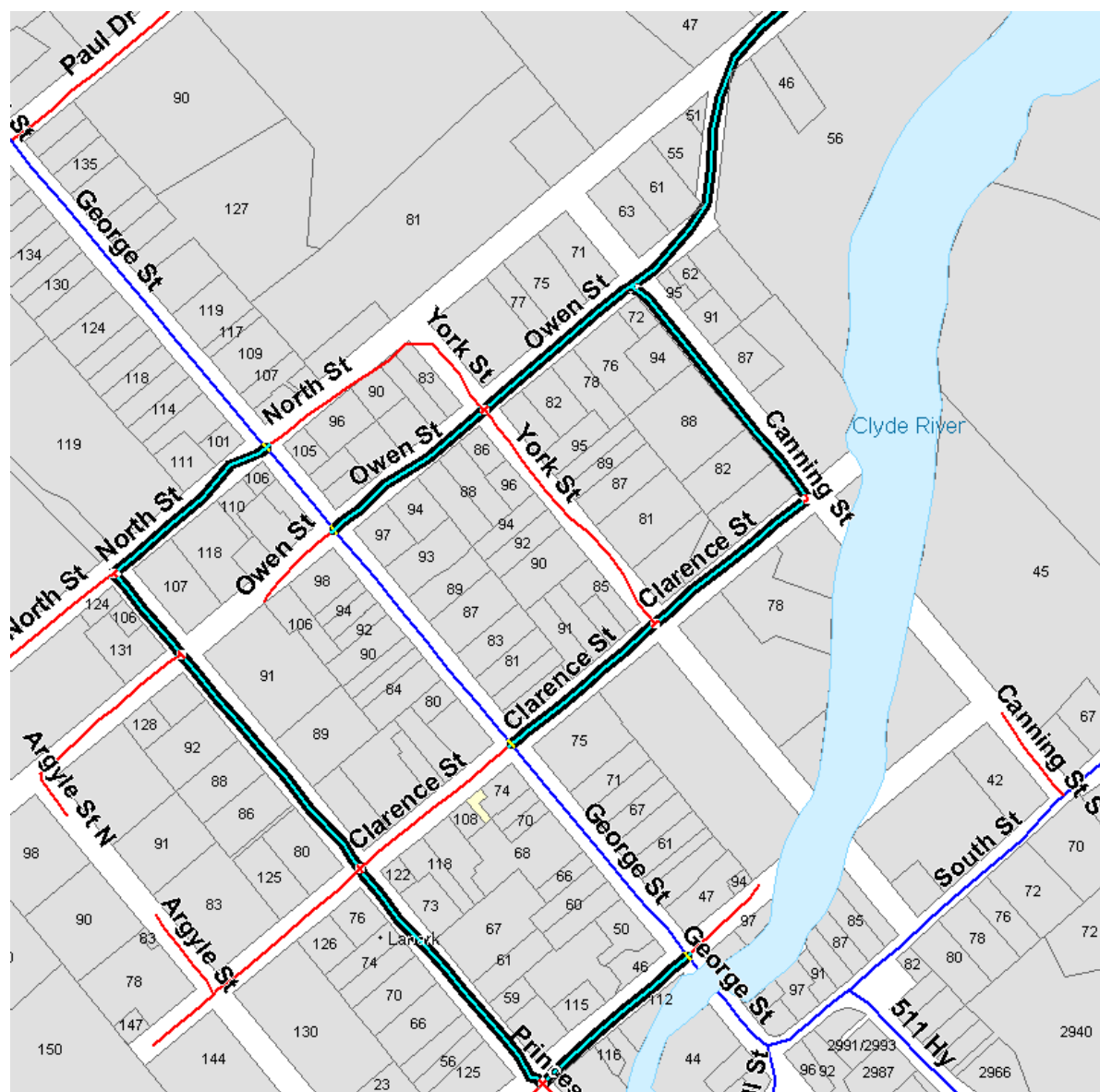
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**TOWNSHIP OF LANARK HIGHLANDS**  
**TENDER #PW-2022-05 - Revised**  
**HOT MIX ASPHALT PAVING OF VARIOUS ROADS IN LANARK VILLAGE**

**DIVISION VI**

**LOCATION MAP OF  
ROADS IN THE  
VILLAGE**

## 2022 Lanark Village Asphalt Roads Project



Road Name	Civic Start	Civic End	Length	Width	Area
North Street	101	117	149m	6m	894 m2
Canning Street	78	98	213m	5.8m	1235 m2
Clarence Street	71	83	143m	5.8m	830 m2
Clarence Street	85	101	143m	8.6m	1230 m2
Hillier Street	103	125	148m	8.4m	1243 m2
Owen Street	1	63	427m	5.0m	2135 m2
Owen Street	65	81	153m	6.2m	949 m2
Owen Street	83	99	146	10.0m	1460 m2
Princess Street	48	76	213m	14.0m	2982 m2
Princess Street	78	98	214m	7.0m	1498 m2
Princess Street	100	108	79m	7.8m	616 m2

Road Name	Civic Start	Civic End	Length	Width	Area
Rosetta Road	301	345	234m	6.3m	1474 m2

