



**TENDER NUMBER 2022-06
3rd Line Paving**

THE CORPORATION OF THE TOWNSHIP OF ASPHODEL-NORWOOD

TENDER NUMBER 2022 – 06	3rd Line Paving
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Closing: Monday, July 18, 2022 at 12:00 p.m. local time

STRIVING TO PURCHASE AND SUPPLY THE PROPER EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES WHEN NEEDED, WITH THE RIGHT QUALITY, THE RIGHT QUANTITY, AT THE RIGHT PRICE, FROM THE RIGHT SOURCE AND AT THE RIGHT TIME IN A MANNER THAT IS FAIR AND EQUITABLE TO ALL.

PART “A” – INFORMATION TO BIDDERS

GENERAL INFORMATION

1. The Township of Asphodel – Norwood plans to enter into a contractual arrangement for Hot Mix Paving of Asphodel 3rd Line within the Township of Asphodel – Norwood. We recognize the time involved to prepare a submission, and thank you in advance for your efforts.

The Contract will be to supply and place granular A, and supply and place HL2 Ultra-Thin Asphalt material as specified in Part F – Specifications.

All work shall be completed on or before September 23, 2022.

2. Sealed Tenders clearly marked “Tender #2022-06 3rd Line Paving” will be received by the CAO/Clerk/Treasurer located at 2357 County Road 45, Norwood, ON until:

Monday, July 18, 2022 at 12:00 p.m. local time.

3. Tenders for the Services are invited from qualified Contractors. The Tender Documents which specify the basis for the submission from Contractors consist of the following:
 - a) Part “A” - Information to Bidders
 - b) Part “B” - Form of Tender - Including Agreement to Bond, Contractor’s Experience Record, Addendum acknowledgement, and Schedule of Prices
 - c) Part “C” –Form of Agreement
 - d) Part “D” – Addendum/Addenda
 - e) Part “E” – General Terms and Conditions
 - f) Part “F” - Specifications
 - g) Schedules “A” to “B”
4. Contractors are expected to respond in detail, as outlined, to the requirements in the Tender Documents.
5. Proof of Ability – Pre-qualification

To qualify, a Contractor must have been in the business of hot mix paving for a period of not less than ten (10) years and performing similar work as outlined in the Tender Documents.



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Where deemed necessary by the Township, the Contractor will be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work outlined in the Tender Documents.

DEFINITIONS

Change Order - a written document authorizing changes to service, as issued by The Township. All change orders must include the signatures of those authorized to do so for each party of the contract.

County – shall mean the County of Peterborough

Contract - The document, approved by The Township, authorizing the Contractor to perform the service, including the Contract Documents, the bonds or security (if any), the Contract Agreement, addendum/addenda (if any), Change Orders, and appendices.

Contract Price - The price entered in the Schedule of Prices and the Contract Agreement.

Contractor - The company, person, firm, corporation or partnership performing collection and haulage of waste under Contract for the Township of Asphodel-Norwood.

Equipment - The materials, machinery, vehicles, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the Contract.

Services - All materials, equipment fixtures, work, supplies and acts required to be done, furnished and/or performed by the Contractor.

Subcontractor - A person(s), firm(s), or corporation(s) having a Contract with the Contractor for any part of the Work.

Supervisor - shall mean the Manager of Public Works and Environmental Services or Township representative or any person or corporation from time to time named by the Council to oversee the scope of work as specified and/or authorized.

Township – shall mean the Corporation of the Township of Asphodel-Norwood.

Township Representative – shall mean the employee(s) or delegate(s) of the Township of Asphodel-Norwood acting on behalf of the Township in terms of administration and enforcement of this Contract.

Tender - A written offer in a specified form received from a Contractor in response to a public invitation to supply equipment, materials and/or services and construction.



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Tender Documents - The Tender Form, Tender Terms and Conditions, and Specification to which Contracts are invited for the performance of services or supply of equipment.

SCOPE OF WORK

The work to be performed by the Contractor under this Contract consists of supply and placing of granular A and HL2 Ultra-Thin asphalt material on Asphodel 3rd Line as specified within the Township. The contract shall be completed on or before September 23, 2022, unless otherwise agreed upon by the Township.

TENDER SCHEDULE

The Township will make every attempt to meet the dates indicated below; however, the Township reserves the right at its sole discretion to alter or change any of the dates for any reason. The Township will notify Bidders of changes in writing at the email address indicated in the Bidders completed submission package.

- A. Release of Tender June 27, 2022
- B. Clarification Deadline July 8, 2022 at 4:00pm
- C. Tender Closing July 18, 2022 at 12:00:00pm
- D. Proposed Award Date July 26, 2022

COUNCIL AND EMPLOYEES

No member of Township Council and no officer or employee of the Township participating in this Tender will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in the performance of said Contract or in the supplies, work or business in connection with the said Contract or in portion of the profits thereof, or of any supplies to be used therein, or in any of the monies to be drawn there from.

SUBMITTING A TENDER

The Bidder shall submit one sealed hard copy of the Tender clearly labelled, Tender #2022-06“3rd Line Paving”. The following documents shall be completed by the Bidder and included in the tender submission:

- a. PART B – FORM OF TENDER
 - Schedule of Prices
 - Bidders Experience
- b. PART D – ADDENDUM
 - Acknowledgement of Addendum



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Tender must be submitted to the attention of:

Candice White, CAO/Clerk/Treasurer
Township of Asphodel-Norwood
2357 County Road 45, P.O. Box 29
Norwood, Ontario KOL 2VO
Phone: 705-639-5343 Email: cwhite@antownship.ca

Tenders shall be received no later than **Monday, July 18, 2022 at 12:00 p.m. local time.** Tenders shall be delivered to the Municipal Office clearly marked Tender #2022-06 “3rd Line Paving”.

RIGHT TO ACCEPT OR REJECT TENDERS

The Township reserves the right to accept or reject any or all tenders or to accept any tender should it be deemed to be in the Townships best interest.

The Township reserves the right to reject any or all Tenders that do not fulfill the qualifications and / or experience requirements to the satisfaction of the Township.

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may, at the sole discretion of the Township, be rejected.

To ensure standardization of Contractor response, Township of Asphodel-Norwood response forms will be supplied in the bid package when practical, and must be used. Failure to submit the information on the forms when provided will result in rejection of the bid. When forms are not provided, responses should be submitted on contractor’s own letterhead or quotation form and must be signed by an authorized officer of the contractor.

Faxed or other electronically transmitted bids **will not** be accepted.

Late bids will not be considered. *Local time is according to the time clock located in the main reception area of the Township of Asphodel-Norwood Municipal Office, which will be deemed to be taken as conclusive (HR.:MIN.:SEC.). Late bids will be returned unopened to the contractor.

The number of bids received and the names of Contractors are confidential, and shall not be divulged prior to the tender opening. However, the number of tender packages released is public information. It is understood that by completing and submitting a bid for this tender the contractor agrees to public release of their name and tender information.

The Township assumes no responsibility or liability for any cost incurred by the Contractor in the preparation or submission of tenders, site inspections, demonstrations, or any other services that may be requested as part of the evaluation process.

Contractors must be authorized to do business in the Dominion of Canada.



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The Contractor agrees that other publicly funded authorities within the Township not shown on this quotation may utilize this quotation if deemed beneficial to them.

The Contractor declares that this quotation is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a quotation for the same goods and services, and is in all respects fair and without collusion or fraud.

The Corporation of the Township of Asphodel-Norwood shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Contractor prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of Asphodel-Norwood of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract.

If an insufficient number of tenders are received, tenders may be returned unopened to the Contractor.

WITHDRAWAL PROCEDURE

A Bidder may withdraw or qualify their tender at any time up to the official closing time by submitting a letter bearing his / her signature and seal as in his / her tender to be delivered to the Owner. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the CAO/Clerk/Treasurer or their designate, up to the official closing time. When a withdrawal request is made in person, the requestor shall sign a withdrawal form confirming the request. When requests are made by mail or fax, they shall be confirmed by telephone prior to acceptance. (Telephone requests will not be considered).

A Bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that Bidder for the Contract.

Tenders confirmed as withdrawn prior to closing time shall be returned unopened. The withdrawal of a tender does not disqualify a Contractor from submitting another tender on the same contract providing it is submitted prior to closing date and time. Withdrawal requests received after the tender closing time will not be accepted.

INFORMAL OR UNBLANCED TENDERS

All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall, unless otherwise decided by the Township, be invalid. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations (unless properly and clearly made and initialled by the Bidder's signing officer) or irregularities of any kind, may be rejected as informal.



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Wherever in a tender the amount tendered for an Item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Township.

A discrepancy in addition or subtraction in a tender shall be corrected by the Township by adding or subtracting the Items correctly and correcting the Total Tender Price accordingly, unless otherwise decided by the Township. Where an error has been made in transferring an amount from one part of the Form of Tender 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.

If a Bidder has omitted to enter a price for an Item of work set out in the Form of Tender, he / she shall, unless he / she has specifically stated otherwise in his / her tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said Item of work and, unless otherwise agreed to by the Township, no increase shall be made in the total Tender Price on account of such omission.

The Township reserves the right to waive formalities at its discretion.

Bidders who have submitted tenders that have been rejected by the Township because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for tenders. Unbalanced Tenders may not be considered, at the sole discretion of the Township.

DISQUALIFICATION OF TENDEDRS

Tenders received after the designated Tender Closing date and time will not be considered.

CONTRACTOR'S QUALIFICATIONS

The Bidder should have a minimum of at least ten (10) years experience similar to the type of work to be done under this contract.

Only qualified Contractors will be accepted. The Contractor is required to show, in terms of experience and facilities, evidence of its ability to perform the work outlined in the Contract Documents.

Part "B" – Form of Tender - Bidders Experience Record is included for the Contractor's reference and use.



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INQUIRIES AND CLARIFICATIONS

It is the Bidders responsibility to clarify interpretation, or to clarify any points in question, of any item on the specifications and/or other tender documents prior to tender closing.

The Bidder is advised that inquiries regarding the interpretation of the tender documents or specifications shall be directed to the following:

Peter Deshane, Manager of Public Works and Environmental Services
2357 County Road 45
Norwood, Ontario KOL 2V0
Telephone: 705-837-2046
Fax: 705-639-1880
Email: pdeshane@antownship.ca

All questions relating to the tender must be in writing and delivered, faxed or emailed as directed above on or before **Friday, July 8, 2022 at 4:00pm (clarification deadline)**. No verbal interpretation will be effective to modify any component of the tender or any contract. Only interpretations and clarifications, which are provided in writing by the above-mentioned, will be considered valid.

It shall be understood and acknowledged that while this tender includes specific requirements and specifications, any omission or errors or misinterpretation of these requirements and specifications or within the tender bid shall not relieve the Bidder of the responsibility of providing the goods or services as aforesaid

The submission of a quotation shall be deemed proof that the Contractor has satisfied himself as to all the provisions of the quotation, all conditions which may be encountered, what goods and services he will be required to supply, or any other matter which may enter into the carrying out of supply of goods and services referred to in the quotation, and no claims will be entertained by the Township based on the assertion by the Contractor that he was uninformed as to any of the requirements of this quotation.

Should a Contractor discover any errors or omissions in the tender, they shall notify the purchaser so that clarification can be made to all Contractors.

All inquiries are to be submitted prior to the deadline provided above in the Tender Schedule.

BIDDERS TO INVESTIGATE

Bidders must satisfy themselves by personal examination of the Township and by such other means, as to the actual conditions and requirements of the services required.



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All Contract Documents are to be carefully examined. 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 successful Bidder to fulfil all requirements of the Contract.

QUANTITIES

Where quantities are shown on the Contract Documents as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the.

Whenever a tender seeks a source of supply for materials and/or services, the quantities or usage shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the Township of Asphodel-Norwood as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Contractors' information only and will be used for tabulation and presentation of bid, and the Township of Asphodel-Norwood reserves the right to increase or decrease quantities as required. Quantities may be increased or decreased by the Township without alteration of the contract price. However, should such increase or decrease exceed 20% then, either party to the contract may request, in writing, that negotiations be carried out to determine if a revised unit price would be appropriate.

All materials and/or services shall be delivered F.O.B. destination (i.e., at a specific Township of Asphodel-Norwood address) and delivery costs and charges, if any, will be included in the bid price.

PERIOD OF VALIDITY OF TENDER

The prices entered by the Bidder in Part "B" - From of Tender shall be based on the assumption that the Township will provide an award letter to the Bidder within a period of sixty (60) days after the closing of tenders.

HARMONIZED SALES TAX

The Bidder shall Tender each item in this Contract excluding the Harmonized Sales Tax (H.S.T.). The H.S.T. will be added in the columns provided to the total Contract value.

Should the Bidder be successful, H.S.T will be added to the Contract invoices at the time of payment for the work completed.

PRELIMINARY CHECKING

Initially all tenders shall be checked by the CAO/Clerk/Treasurer or their designate to ensure that;

- The Contractor's name and tender amount shown of the Record of Tender Opening are correct;
- The tender form is signed as necessary, sealed and witnessed;
- Each tender envelope is time and date stamped prior to the contract closing time;
- Each item on the tender has been bid;
- The tender is free of restrictions or alterations;
- Tenders must be legible, written in ink or typewritten. Submissions written in pencil will be rejected. The authorized officer signing the tender must initial erasures, corrections or strikeouts;
- In the event of any discrepancy between the unit price and the extension, the unit prices shall govern; and;
- All other tender requirements have been met.

In the event that a bid does not contain or comply with a mandatory item, then the bid shall be rejected.

The Tenders will be assessed for completeness and suitability to requirements based upon the information provided by the Contractor in their submission. Contractors may be contacted to clarify any items and may be required to attend an interview. Further discussions and demonstrations of capabilities may be required at that stage. Based upon the analysis of the tenders, subsequent discussions and reference checking, a final ranking of Contractors will be established.

EVALUATION CRITERIA

The following criteria, which are not in any particular order, as well as any other criteria outlined in tender specifications will be used to determine the ranking of the Contractor and proposed system:

- The availability of Township funds to complete the task
- The Manager of Public Works and Environmental Services is satisfied with the product.
- The required expertise, including professional qualifications and experience.
- A demonstration of a thorough knowledge and understanding of the scope of work.
- A demonstration of specific related experience relative to the nature of the tender call.
- Record of past performance with the Township.



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- Past performance with other municipalities preferably in the Ontario marketplace, in providing similar products or services.
- All other things being equal, the percentage of local content, including supplies, materials and sub-contractors from the Township.
- Ability and experience to perform in accordance with the Terms of the Tender documents.
- Compatibility with other goods and services of the Township.
- If requested, the Contractor agrees that they will furnish a copy of their latest financial statement within four (4) calendar days after being requested to do so by the Township. The Contractor solemnly declares that the several matters stated in the foregoing quotation are in all respects true.
- Cost
- Any other factors, which may be set out in the Tender document for other documentation.

The Township reserves the right to reject any offer based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the Customer or a comparable business. Whether a product meets this requirement shall be the sole decision of the Township.

The lowest or any tender will not necessarily be accepted.

TENDER OPENING

Two members of Township staff shall open the Tenders as soon as practical after the closing time.

When tenders have been opened and sorted, the CAO/Clerk/Treasurer or their designate shall check the number of tenders opened to ensure that all tenders received are accounted for. If a discrepancy occurs, the tender opening proceedings shall be delayed until all tenders have been accounted for.

When all tenders have been accounted for, the CAO/Clerk/Treasurer or their designate shall announce for each contract the contract name, number, the number of bids received, and the name of the Contractors during the reading out of tenders, the CAO/Clerk/Treasurer or their designate, shall check for more than one tender under the same name. If two tender envelopes for the same contract are received in the same Contractor's name and are both properly submitted, the envelope containing the lower tender amount shall be considered the intended bid and shall be processed within the normal manner.



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CONTRACT AWARD

Provided that at least one of the tenders received meets the approval of the CAO/Clerk/Treasurer or their designate and the Manager of Public works and Environmental Services, a recommendation on contract award will be made and presented to Township Council for approval. In the event that no bona fide offer is received, the Township may proceed at its discretion to obtain the goods or services described.

Council shall review the recommendation of the CAO/Clerk/Treasurer or their designate and the Manager of Public Works and Environmental Services and vote on the recommendation. In the event that Council deems that it would be beneficial to listen to delegations from Contractors at this time, every Contractor must be given an equal opportunity to present himself or herself. Individual written invitations, stating time, date and purpose of the presentation, must be extended to each Contractor.

In the event that more than one Contractor has submitted a tender in the same amount and content, the CAO/Clerk/Treasurer or their designate and the Manager of Public Works and Environmental Services shall make its decision based on the merit of the tender (i.e. including such factors as time for completion and previous performance of the Contractor). If the merit for each tender is equal, then the tender to be accepted shall be decided by means of a draw. The names of the tied Contractors shall be placed in a container and the tender to be awarded shall be drawn by a member of council. The time and location of the draw shall be set by the CAO/Clerk/Treasurer or their designate, and the Contractors shall be notified in order that they may be present.

By responding to this tender call, Contractors accept the terms and conditions outlined in this tender and that the decision of the Township Council is final and binding and will not be subject to review.

The Township reserves the right to accept or reject all or any portion of the tender, as may be in the best interests of the Township.

On approval of the recommendation, the CAO/Clerk/Treasurer or their designate shall immediately send a Notification of Acceptance to the successful Contractor advising that their bid has been accepted.

CONTRACT EXECUTION

The successful Bidder shall execute the Contract Documents in duplicate and furnish the required performance bonding and insurance within ten (10) business days of receiving written notification of award.

Failure by the successful Bidder to meet the above requirements will entitle the Township to award the contract to one of the other Bidders or take such other action as they choose.



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WORKPLACE SAFETY AND INSURANCE BOARD

The Contractor shall at the time of entering into any Contract with the Township, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.

The Contractor shall submit such statutory declaration or clearance letter within ten (10) days after receiving written notification of award to the Township in duplicate together with the Agreement executed by the said Contractor. One copy of the statutory declaration or clearance letter shall be bound into each of the two executed sets of the Contract.

CONFORMITY TO LEGISLATION

The Contractor shall conform to all applicable legislation and regulations. Without limiting the generality of the foregoing this shall include the Occupational Health and Safety Act and Regulations, the Labour Standards Act, the Highway Traffic Act, the Workplace Safety Insurance Board Act and the Environmental Protection Act.

FREEDOM OF INFORMATION

Release of information contained within a contractor's document will be subject to the Freedom of Information Act. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Contractors must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.

Requests for information other than standard public information (i.e., names of those submitting tender, total amount of bid not individual line costs) must be dated and submitted in writing to the CAO/Clerk/Treasurer, after which time the Township of Asphodel-Norwood has thirty (30) days to respond.

IMPORTANT: DO NOT REMOVE ANY PAGES FROM THE TENDER DOCUMENT



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**PART “B” – F
FORM OF TENDER**

1. CONTACT INFORMATION

Submitted By:

Name of Company/Individual	E-mail Address
Address	Phone Number
Name of Individual Signing for Company	Date

To: Candice White, CAO/Clerk/Treasurer
Township of Asphodel-Norwood
P.O. Box 29, Norwood, ON K0L 2V0

Regarding: Tender for Contract No. 2022-06
3rd Line Paving
Norwood, Ontario

I (We) _____
having carefully examined the locality and site of the proposed works, and all Contract documents relating thereto, including the Form of Agreement, Addendum/Addenda No. _____ to No. _____ inclusive, Special Provisions, if any, Information to Bidders, Supplementary General Conditions, if any, General Conditions, Supplementary Specifications, if any, Specifications, if any, Standard Specifications, if any, Contract Drawings, Standard Drawings, Form of Tender, forms of Performance Bond and Labour and Material Payment



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Bond, hereby tender and offer in accordance with the Contract Documents and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and thing necessary therefore to complete and ready for use within the time specified for the Total Tender Amount (excluding HST) of:

_____/100
Dollars (\$_____,_____,_____._____), or such other sum as may be ascertained in accordance with the Contract.

The Aforesaid Sum is Made Up as Follows:

Note: The Bidder's name and address must be inserted above, and in the case of an unincorporated firm, the name and residence of each and every member of the first must be inserted.

2.SCHEDULE OF CONTRACT

The services specified in the Contract shall be performed in strict accordance with the following schedule:

- Part A: Information to Bidders
- Part B: Form of Tender (to be submitted with Tender)
 - 1.Contact Information
 - 2.Schedule of Contract
 - 3.Bidders Experience Record
 - 4.Schedule of Prices
 - 5.Freedom of Information and Privacy Act
- Part C: Form of Agreement
- Part D: Addendum
- Part E: General Terms and Conditions
- Part F: Specifications
- Schedules A - B

3.BIDDERS EXPERIENCE RECORD

The Contractor is required to supply the following information concerning work done over the last three (3) year period that is similar to the type of work to be done under this contract.



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TERM OF CONTRACT (I.E. 1993-1997)	REFERENCE AND TELEPHONE NUMBER	DESCRIPTION OF WORK AND VALUE

4.SCHEDULE OF PRICES

In accepting this Contract, the Contractor agrees to the following price for:

Supply and Place Granular A and HL2 Ultra-Thin Asphalt material on Asphodel 3rd Line as specified in Part F – Specifications

Bid price is to be based on the number of pick-ups required to complete the work. The number of households and commercial operations is listed in Part F – Specifications of the Contract Documents.

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Schedule of Prices 2022-06 – 3rd Line Paving					
Asphodel 3rd Line					
Item No.	Description	Unit	Unit Price	Quantity	Total Price
1.0	Mobilization and Demobilization	L.S.		1	
2.0	Traffic Control	L.S.		1	
3.0	Supply and Place Granular A	m2		18000	
4.0	HL2 High Performance Ultra-Thin Asphalt Mix	m2		18000	
Subtotal					
Asphodel 4th Line – Provisional					
5.0	Supply and Place Granular A	m2		1200	
6.0	HL2 High Performance Ultra-Thin Asphalt Mix	m2		1200	
Subtotal					
Centre Line Rd – Provisional					
7.0	Supply and Place Granular A	m2		3150	
8.0	HL2 High Performance Ultra-Thin Asphalt Mix	m2		3150	
Subtotal					
Total Price:					

5.FREEDOM OF INFORMATION AND PRIVACY ACT

We, the undersigned, have carefully read the Part “A” – Information to Bidders, Part “B” Form of Tender, Part “C” Form of Agreement, Part “D” Addendum/Addenda, Part “E” - General Terms and Conditions, Part “F” - Specifications, Schedules A – B, and otherwise satisfied ourselves as to the conditions under which work is to be carried out; we do hereby tender for and offer to enter into Contract with the Corporation of the Township of Asphodel-Norwood to complete these Contract Services in strict accordance with the terms and conditions contained herein.

We, the undersigned, hereby permit the Township of Asphodel-Norwood to release information associated with this Tender, in accordance with the Freedom of Information and Privacy Act.



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THE CORPORATION OF THE TOWNSHIP OF ASPHODEL-NORWOOD

DATED AT _____, THIS _____ DAY OF _____, 2022

Signature of Authorized Person

Name of Company



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PART “C” – FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022

BETWEEN:

hereinafter called THE CONTRACTOR
of the FIRST PART

- and -

CORPORATION OF THE TOWNSHIP OF ASPHODEL-NORWOOD

hereinafter called THE TOWNSHIP
of the SECOND PART

WHEREAS *The Township did accept the tender of the Contractor for Tender 2022-06 3rd Line Paving Contract dated the ____ day of _____ 2022, for hot mix paving on Asphodel 3rd Line for Asphodel-Norwood according to the Form of Tender, General Terms and Conditions, Specifications, and Schedules hereinafter referred to.*

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT:

1. The Contractor covenants with the Township to do all work and furnish all material called for by this agreement in strict accordance with the Form of Tender, General Conditions, Specifications, Schedules and any other contract documents hereto attached.
2. In consideration of the faithful performance of this Agreement by the Contractor in strict accordance with the said General Conditions and Specifications and with the stipulations herein contained, but subject to certification by the Township, as hereinafter provided, The Township agrees to pay the Contractor for such performance at the rates set forth in the Form of Tender and attached hereto and made a part hereof, such payment to be made in accordance with the General Conditions and other Contract documents attached hereto, but subject always to the provisions respecting certification by the Township as hereinafter provided.
3. The scope of work is for the supply and placement of granular A and HL2 Ultra-Thin Asphalt on Asphodel 3rd Line in accordance with the contract documents and specifications.

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4. The work shall be completed on, or before September 23, 2022 and shall be completed as specified in the Contract.
5. The Contract supersedes all prior negotiations, representations or agreements, written or oral, relating in any manner to the Work and represents the entire agreement between the parties. No alteration or amendment to this Contract, no course of conduct or dealing between the parties, and no express or implied acceptance of alterations or amendments to the Contract shall be binding unless it is in writing and signed by each party.
6. The Contract shall consist of only those Contract Documents listed in paragraph 7 of this Agreement.
7. The following shall comprise the Contract Documents in relation to the Contract; In case of any inconsistency or conflict between the provisions of this Agreement or Specifications or General Terms and Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:
 - a) this Agreement Between Owner and Contractor;
 - b) Addenda;
 - c) Special Provisions;
 - d) Tender Submission Package dated _____, 2022;
 - e) Specifications;
 - f) General Terms and Conditions; and,
 - g) Supplemental reports (if applicable)
8. The intent of the Contract Documents is to include all labour, materials, products, equipment and services necessary for the performance of the Work by the Contractor in accordance with the Contract Documents. Any item of Work mentioned in the Contract Documents or reasonably inferable from the Contract Documents but not otherwise shown or described, shall be provided by the Contractor as if shown or otherwise described or inferable. Any items omitted from the Contract Documents which are reasonably necessary or inferable for the completion of the Work, or related work, shall be considered a portion of the Work and included in the scope of Work to be performed under this Contract.
9. The Contract price is ____ MILLION, ____ HUNDRED and ____ THOUSAND, ____ HUNDRED and ____ DOLLARS and ____ CENTS (\$____,____,____.) plus Harmonized Sales Tax (H.S.T.).
10. The unit prices in the Tender include all taxes and duties in force or applicable during the

progress of the Work, except for the H.S.T.

11. All amounts are in Canadian funds and shall be subject to other adjustments as provided in the Contract Documents.
12. The Township may withhold payments at any time in accordance with the Contract Documents, if:
 - 1.The Contractor has not complied with the terms of the Contract; and/or
 - 2.Liens or claims have been registered, filed or made or there is reasonable probability thereof; and/or
 - 3.The Contractor has not promptly made payments to all Subcontractors.
13. In performing the work, the Contractor shall exercise a standard of care, skill, judgment and diligence that would normally be exercised by an experienced, skilled and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that, throughout this Contract, the Contractor's obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care, skill, judgment and diligence in respect of any Materials, products, Equipment, Subcontractors, suppliers, personnel or procedures which it may recommend to the Township or utilize in performing the Work.
14. No inspection, review, approval or payment given or made by or on behalf of the Owner relieves the Contractor of its obligations under this Contract.
15. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work, and for compliance with the rules, regulations, codes and practices required by the applicable health and safety legislation.
16. No action or failure to act by the Owner shall constitute a waiver of any right or duty afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of the Contract, except as may be specifically agreed in writing.
17. If any party becomes aware of potential dispute or claim arising out of or relating to this Contract or the interpretation, performance breach, termination or invalidity thereof, shall provide Notice to the other parties to this Agreement within twenty-four (24) hours.
18. The parties shall make all reasonable efforts to resolve their dispute with amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

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19. All work performed under this Contract will be performed to the satisfaction of the Township who shall be the arbiter in any dispute regarding the interpretation of the Contract between the Township, the property owners, tenants and the Contractor. The Township's decision shall be final and binding.
20. The entire text of the Contractor's Tender and all accompanying documentation, claims, representations and arrangements presented by the Contractor, relevant to the Tender, may be incorporated into and form part of the contract. No oral representations should be assumed to be incorporated in the contract documents. Contractors are cautioned that information should not be submitted that couldn't be incorporated into the agreement.
21. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. The Contractor agrees that the laws of Ontario shall govern the rights of all parties. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
22. This agreement constitutes the entire agreement between the parties with respect to all the matters herein and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the agreement.
23. This agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.



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IN WITNESS WHEREOF the Parties have hereunto affixed their Corporate Seals, attested to by the hands of their proper officers fully authorized in that behalf.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWNSHIP OF ASPHODEL-NORWOOD

CAO/Clerk/Treasurer

CONTRACTOR

AUTHORIZED SIGNING OFFICER



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PART "D" – ADDENDUM

PART “E” – GENERAL TERMS AND CONDITIONS

CONTRACT DRAWINGS

Refer to Schedule “A” – Contract Drawings for the list of Contract drawings, which form part of the Contract Documents.

Additional drawings, showing details in accordance with which work is to be constructed, will be furnished from time to time by the Township and will become part of the Contract Drawings.

Detail drawings take precedence over general drawings.

The location of infrastructure shown on the Contract Drawings is in accordance with best information available and is not guaranteed. It is the contractor’s responsibility to obtain locates for all utilities and provide protection utilities during construction.

The contractor is to obtain required dimensions not shown on Contract Drawings from the Township before proceeding with construction work.

CONFORMITY OF THE WORK

1. The Contractor shall perform all work and shall furnish all materials to complete the Work in strict conformance with the Contract Documents as defined in GC 1.04.
2. The Ontario Provincial Standard Specifications (OPSS) form part of the Contract Documents but are not reproduced herein. Wherever in the Contract, reference is made to the General Conditions, GC; it shall be interpreted as meaning the OPS General Conditions of Contract (OPSS MUNI 100, November 2019). The Contractor is responsible for obtaining and having on site a current issue of the OPSS.

REGULATORY REQUIRMENTS

The Contractor shall obey all Local, 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.

The Works shall be in conformance with the following permits, approvals or third-party agreements.

Township Provided Permits

1. N/A

Contractor Provided Permits

1. The following permits may be required to be obtained by the Contractor and are not limited to;
 - o General specification for the management of excess material in accordance with OPSS 180

Any fees associated to the Contractor provided permits will be the responsibility of the Contractor including costs associated with any permit renewals that may be required

PROJECT SCHEDULE AND CONTRACT TIME

1. It is expected that the Township will issue a written order to commence the work as per GC 7.01.02 on or about **August 9, 2022**.
2. The Contractor shall meet the following milestones and demonstrate achievement in the Preliminary Project Schedule:
 - a. Contractor is to commence the Work by August 29, 2022,
 - b. September 23, 2022 Completion

WORK RESTRICTIONS

The contractor can carry out the work between the hours of 7:00am to 9:00pm from Monday to Saturday, excluding Sunday and statutory holidays, in accordance with Municipal By-law.

INSURANCE

The Contractor shall take out and keep in force while under Contract with the Township, a comprehensive policy of public liability and property damage insurance acceptable to the Township. The insurance shall provide coverage in respect of any one accident to the limit of at least five million dollars (**\$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 as additional insured thereunder and shall protect the Township against all claims for all damage or injury including death to any person or persons and for damage to any property of the Township or any other public or private property resulting

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from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract.

The Contractor is required to file the pertinent certificates of insurance at the time of execution of the Contract and to maintain them while under contract for the Township of Asphodel-Norwood.

The Insurance Certificate must include a clause **requiring thirty (30) days' notice** be given to the Township prior to expiry.

The Contractor shall provide Certificate of Insurance (naming the Township of Asphodel-Norwood as additionally insured at the time of execution of the Contract and to maintain them while under contract for the Township of Asphodel-Norwood within ten (10) days after receiving written notification of award.

PRICING

The Contractor acknowledges and agrees the price for the work includes any inflation or escalation for duration of the specified Contract Time. No additional compensation will be considered.

TERMS OF PAYMENT

1. Except as herein provided, payments under this Contract will be made in accordance with GC8.02.04.
2. The Contractor shall submit draft quantities for each progress payment application, five (5) days prior to the first (1st) day of each month for review and recommendation for payment by the Contract Administrator.
3. A proper invoice shall be submitted to the Township after agreement of quantities has been provided, and shall be in accordance with the Construction Act Part I.1 (s 6.1). A proper invoice shall only be considered when the following conditions have been met;
 - a. The Township has agreed to the invoice quantities;
 - b. A current WSIB Clearance Certificate has been received;
 - c. A Statutory Declaration has been received; and,
 - d. An updated construction Schedule identifying the critical path of the project has been received.

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4. Should the Township disagree with any part of the proper invoice for any reason, a Notice of Dispute will be submitted in accordance with the Construction Act (s 6.4).
5. All interim monthly certificates are not conclusive as to the value or quality of services provided and payment certificates are subject to reopening and readjustment.
6. The Township shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the work pending correction of it.

The Contractor shall have no claim for loss, damages, anticipated profits or otherwise on account of any difference which may occur between the quantities of work actually done under the Contract and the estimated quantities as set out in the Contract Documents.

CHANGES

The Township shall have the right to make changes to services. Changes must be authorized by a written Change Order document and must be signed by a person or agent authorized to do so for each party of this Contract.

HEALTH AND SAFETY

Health and Safety Responsibilities for Municipal Workers and Contract Workers:

(Township of Asphodel-Norwood Health and Safety Policy and Procedures Manual – Section 4)

Contractors and Sub-Contractors:

1. This classification is external to the Township of Asphodel-Norwood's organization and includes all those individuals working on a contract for the municipality.
2. The health and safety responsibilities attached to this classification include the following:
 - a) demonstrate the establishment and maintenance of a health and safety program, with objectives and standards consistent with applicable legislation and this corporation's health and safety policy and requirements;
 - b) include health and safety provisions in their management system to reach and maintain a consistently high level of health and safety;

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- c) ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment.
3. This section **will be included in all contracts tendered** and proof of the above may be required by the Township of Asphodel-Norwood at any time from tendering to project completion.
4. The Contractor shall meet all Health and Safety regulations and supply all W.H.M.I.S information required by Regulation. The supplier will supply the appropriate Material Safety Data Sheets.

The Contractor acknowledges that they are the Constructor within the meaning of the Occupational Health and Safety Act.

The Contractor shall report to the Township within 48hrs, all accidents involving personal injury or property damage, that occur in connection with the Work. A written report/investigation shall be provided within 10 days, outlining the events of the incident and steps for remediation to avoid future incidents of such nature.

SPILLS

A Response Plan shall be developed that will be implemented immediately in the event of a spill of a deleterious substance. The response plan shall be submitted to the Township at the time of execution of the Contract.

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

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

An emergency spill response kit, including the appropriate absorbency materials, shall be readily available at all times. Proper containment, clean up and reporting, in accordance with provincial requirements, is required.

If necessary, at the Township representative's discretion, a power wash and/or asphalt replacement may be required at the Contractor's expense.

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A procedure for interception, clean-up, proper disposal and reporting of spills shall be in place prior to the commencement of the work and subject to review by the Township and other Approving Authorities (i.e. MECP, Conservation Authority, DFO, MNR). All spills shall be reported to the Township immediately.

ENTRY ONTO PRIVATE PROPERTY

The contractor shall not enter private property, or property, which is to be acquired to construct the works, without the prior consent of the Township. This requirement will be strictly enforced.

EQUIPMENT AND OPERATION

The Contractor is required to provide at its own expense all and every kind of labour, vehicles, tools, equipment and articles necessary for the due execution of the work set out or referred to in this Contract.

The Contractor will be required to supply additional equipment, if necessary, to complete the work as specified.

SUBMITALS

All submittals subject to Township's review, include but not limited to:

1. Requests For Information (RFI)
2. Contemplated Change Notice (CCN)
3. Gradation Analysis of crushed gravel

The review period required by the Township to provide a response will be up to and including five (5) business days. In the event additional review time is required, the Township will notify the Contractor.

There will be no additional compensation added to the contract for this this review period to be completed as set out above.

The response does not constitute extra work.

Any change request for scope or cost, must be approved by the Township, in the form of an approved Change Order (CO). All work completed without the prior approval of an executed Change Order, is completed at the Contractors

TRAFFIC CONTROL & TEMPORARY SIGNAGE

In accordance with GC 7.06 the Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic control devices, including signs, lights, barricades, delineators, cones, etc., required for the work.

Flagging for traffic control shall be in conformance with the procedure outlined in OTM Book 7 (Ontario Traffic Manual), and as per the requirements of the Occupational Health and Safety Act Reg. 213/91 and 145/00.

A traffic control plan in accordance with the latest edition of the OTM Book 7 shall be submitted by the Contractor indicating all traffic signage, type and layout, in a neat legible manner for review by the Township a minimum of two weeks prior to construction commencement.

Revisions to the traffic control plan shall be made to reflect ongoing changes on the project as needed and shall be reviewed by the Township.

Traffic controls shall be operational before work affecting traffic begins.

Safe pedestrian access to residences and or businesses shall be maintained at all times.

UTILITIES

GC2.02.02 and GC7.13.02 are deleted in their entirety and are replaced by the following:

The Contractor shall be responsible for the protection of all utilities at the job site during the time of construction in accordance with OPS MUNI 491.

The location and depth of underground utilities shown on the Contract Drawings are based on preliminary investigations made by the Owner and therefore the accuracy cannot be guaranteed. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regards 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.

The Contractor is responsible for verification of the location and type of other utilities within the Contract limits and which may be encountered during construction.

In the event a utility is identified that was not included on the Contract Drawings, the Contractor shall notify the Contract Administrator within 48 hours.

The Contractor shall be responsible for supporting relocation of all existing utilities within the Contract Limits, including co-ordination with the required utility stakeholder authorities.

LAYOUT

Under this contract station and offset stakes will be provided for use by the contractor.

It will be the contractor's responsibility for all remaining layout required to facilitate the construction of this Contract.

Local monuments, property monuments shall be protected from construction activities at all times. In addition to GC7.02.04 the replacement by an OLS surveyor will be at the sole expense of the Contractor.

In addition to GC7.02.09 it shall be the contractor's responsibility to use the control provided and as specified. The use of an incorrect control point by the Contractor that results in deficient work, either in vertical or horizontal alignment shall be corrected by the Contractor at the sole expense of the Contractor.

MAINTAINING ACCESS TO PRIVATE PROPERTY DURING CONSTRUCTION

Access to private properties, buildings, driveways, lanes must be provided at all times.

Every attempt must be made to provide access to private properties.

During the evening and weekend periods, traffic is to be permitted on the roadway. Appropriate signage required shall be included in the Traffic plan.

The Contractor will be required to schedule work and construct necessary temporary works to ensure the requirement for access is met.

All costs anticipated for compliance shall be included.

QUALITY ASSURANCE/QUALITY CONTROL

The Contractor shall be responsible for establishing Quality Control procedures.

Quality Assurance and third-party testing will be the responsibility of the Township.

COMPACTION REQUIREMENTS

Compaction shall be the responsibility of the Contractor and shall be in accordance with OPSS MUNI 501.

Compaction tests to be taken randomly on all facets related to OPSS MUNI. 501 of the required Contract. Any areas, where the tests do not meet the specified degree of compaction, those

areas shall be excavated, replaced, and re-compacted at the Contractor's expense as directed by the Geotechnical Engineer.

DELIVERABLES

Within Ten (10) days of the notice of award the following documents shall be submitted to the Township:

1. Certificate of Insurance evidencing that the insurance policies and coverages required by the Contract Documents are in place. The Township shall be named as additional insureds;
2. A current WSIB clearance certificate;
3. A list of products controlled under WHMIS on this project;
4. Representation, Warranty and Acknowledgement of Accessible Customer Service Training;
5. Documentation describing their accessible customer service training policies, practices and procedures;
6. Summary of the contents of their accessibility training;
7. A record of the dates on which accessibility training was provided and the attendees; and;
8. Emergency Response and Spill Plan
9. Traffic control Plan
10. Construction Schedule

PATENTS AND COPYRIGHTS

The Contractor shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the services or any part of the services constitute an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including the Township's legal fees.

The Contractor shall pay all royalties and patent license fees required for the services.



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If the service, or any part thereof, is in any action or proceeding held to constitute infringement, the Contract shall forthwith either secure for The Township the right to continue using the service, or shall at the Contractor's expense, replace the infringing service with non-infringing service or modify it so that the service no longer infringes.

ASSIGNMENT

The Contractor shall not assign the Contract or any portion thereof without the written prior consent of the Township, provided that the contractor is not then in default under this agreement, and provided that the assignee executes a counterpart of this agreement and annexes thereto a memorandum acknowledging that it is bound by the terms and conditions hereof and covenants to comply herewith.

DEFICIENT WORK

If any services, equipment, materials or workmanship furnished by the Contractor is defective or any aspect of performance of service is deficient, the Township may in its sole discretion, in writing:

- require the Contractor promptly to remedy the defect or deficiency;
- suspend or terminate all or any part of the services effective upon the giving of the notice; OR
- do both of the foregoing.

All costs to remedy such defects or deficiencies and any additional costs resulting there from shall be at Contractor's expense.

SUSPENSION AND TERMINATION:

The Township may, at any time, suspend or terminate any part of the service, including all remaining work, for any justifiable reason whatsoever effective immediately upon notice to the Contractor. The Contractor shall continue to execute any part of the service not suspended or terminated.

In the event of termination, except for suspension pursuant to the Clause - Deficient Work, the Contractor is entitled to full payment for the part of the service provided by it up to the effective date of such termination.

The Township shall not be liable to the Contractor for loss of anticipated profit on the terminated portion or portions of the service.

WARRANTIES AND GUARANTEES

GC7.16.02, is hereby revised by the addition of the following, "...the Contractor shall correct promptly or provide a schedule for correction, within 5 working days of written notification, at no additional cost to the Township,..."

A holdback, the Warranty Holdback, will be applied to the contract amount that is separate from the Statutory Holdback amounts under the Construction Act and without prejudice to any other rights the Township may have at law, in equity or in contract. Beginning with and continuing for all amounts in excess of 98% of the final Contract Amount, the Township will retain from payment an amount equal to 2% of the Contract Amount. This amount shall be held by the Township as a surety for the timely and complete correction by the Contractor, defects identified by the Township during the period associated with the Warranty as described in GC 7.16.

In the event the Contractor fails to comply promptly with GC 7.16 or any other obligations under the Contract, the Township may make arrangements for the performance of any necessary work in relation to the Contractor's obligations under the Contract, and may recover the costs from the Warranty Holdback funds.

The Warranty Holdback, less any deductions made therefrom as required, will be paid to the Contractor upon the expiration of the later of the Warranty Period and Final Acceptance. Interest upon retained amounts shall accrue to the benefit of the Township.

DEFAULT BY CONTRACTOR

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, The Township may, without notice, terminate the Contract.

If the Contractor fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the Service; or fails to prosecute the Service with the skill and diligence; or assigns or sublets the Contract or any portion thereof without the Township's written consent; or refuses to correct defective service; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten days from the date of written notice to the Contractor, terminate the Contract.



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Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, it is entitled to:

- i) take possession of all of the service in progress and finish the service by whatever means the Township may deem appropriate under the circumstances;
- ii) withhold any further payments to the Contractor until its liability to the Township is ascertained;
- iii) recover from the Contractor loss, damage and expense incurred by the Township by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor).

DISCLOSURE

The names of the Contractor and the Contractor's renewal of the original Tender price will be made available to the public after Council authorization.

INDEPENDENT CONTRACTOR

The Contractor is independent Contractor and the Contractor's personnel shall at all times be considered as agents or employees of the Contractor and not be considered servants or agents of the Township.

BUSINESS ETHICS

The Contractor agrees to comply with all laws, regulations, rules and orders applicable to the observance or performance of its obligations under this Contract.

The Contractor agrees that all financial settlements, reports and billings rendered to the Township under this Contract shall properly reflect the facts of all activities and transactions handled for the Township's account, and may be relied upon as being complete and accurate in any further recording or reporting made by the Township for any purpose.

The Contractor shall notify the Township in writing promptly upon discovery of any failure to comply with paragraph (1st) or (2nd) of this clause.

LIABILITY AND INDEMNIFICATION

The Contractor shall be liable to the Township for all losses, costs damages and expenses which the Township may suffer, sustain, pay or incur; and in addition, the Contractor shall indemnify and hold the Township completely harmless against all actions, proceedings, claims,



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demands, losses, debts, costs, damages, expenses and liabilities, which may be brought against or suffered by the Township or which it may sustain, pay or incur as a result of one or more breaches of the Contract or as a result of the negligence or wilful misconduct of the Contractor, its subcontractors and its vendors in connection with the performance, purported performance or non-performance of the Contract.

The liability of the Contractor pursuant to paragraph (a) of this clause in respect to loss of or damage to property, including loss of use thereof, belonging to or in the custody of The Township, shall be limited per any one occurrence to: the amounts recoverable under any insurance or the amounts which would have been recoverable under such insurance if the conditions, requirements and warranties imposed on the insured by the insurer are being or had been met together with the amount of any deductible under any applicable insurance carried by the Contractor or its Subcontractors.

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

Pursuant to Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the “Regulation”), made under the **Accessibility for Ontarians With Disabilities Act, 2005** (“the “Act”), as of January 1, 2010, the Contractor shall ensure that all of their employees, agents, volunteers, or others for whom they are responsible, receive training about the provision of goods and services provided to people with disabilities.

The Contractor shall submit, within ten (10) days of notification of award the completed “Attachment – **Representation, Warranty and Acknowledgement of Accessible Customer Service Training**”, providing their representation, warranty and acknowledgement that their employees, agents, volunteers, or others, will have completed Accessible Customer Service Training.

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

The Contractor shall submit to the Township documentation describing their accessible customer service training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the attendees. The Township reserves the right to require the Contractor, at the Contractor’s expense, to amend their training policies, practices and procedures, if the Township deems them not to be in compliance with the requirements of the Regulation.

The Contractor shall only assign those employees who have successfully completed training, in accordance with Section 6 of the Regulation, to provide services on behalf of the Township.



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If the Contractor does not provide the completed Attachment in Schedule C as requested herein, the Contract will be terminated and will be awarded to the next qualified Contractor.

LIENS

If, at any time, there should be evidence of any lien or claim for which the Township might become liable or any claim which is valid in the Township's judgement, and which is chargeable to the Contractor, the Township shall have the right to retain out of any payment to the Contractor an amount sufficient to completely indemnify the Township against such lien or claim including legal fees and to make payment into court or to the claimant to secure a discharge of such lien or claim.

CONFIDENTIALITY

The Contractor agrees to keep confidential any and all information of data which has been made available or is hereafter made available to the Contractor by the Township, as well as all information concerning the results of the Work under this Contract.

CONTRACTOR'S PERSONNEL

Upon request of the Township the Contractor shall furnish the Township a list showing the names of all persons who will perform services under this Contract. The Township may refuse a particular person admission to its premises. The Contractor shall require every person entering The Township's premises to be identified by badges or tags satisfactory to The Township.

The Township desires and requests the Contractor to hire and employ local people, all things being equal, wherever and whenever possible in the Services to be performed.

The Contractor shall be responsible to provide all necessary facilities for employees such that a high degree of cleanliness can be maintained.

The Contractor's employees shall at all times behave in a polite, courteous manner towards the public. Any employee contravening this Section - Contractor's Personnel or soliciting any gratuity for services done under this Contract shall be subject to termination.

NOTICES

All notices required or permitted to be given under the Contract shall be provided to the Township for review. Upon completion of the review the Township will distribute the notices accordingly.



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A notice to residents regarding the asphalt placement schedule will be required. Notices must include the date of work, length of work, any disruptions or restricted access to properties and the expected duration, and the contact information for the contractor. This notice shall be distributed a minimum of two weeks prior to the commencement of work.

BRIBERY OR CORRUPT PRACTICE

Should the Contractor give or offer any gratuity to, or attempt to bribe, any employee or elected official of The Township, The Township may, upon expiration of ten (10) days from the date of written notice to the Contractor, terminate the Contract; all under the same provisions as those specified in the Default by Contractor section.

NECESSARY EFFORT

The Contractor shall ensure that all necessary effort has been made to complete the work as required by the specifications in this Contract.

REQUIREMENTS FOR CONTACT METHODS

The Contractor shall provide the Township with the name of the Supervisor contact and a telephone number where this person may be reached during regular business hours. The Township shall also provide the reciprocal information; a contact for the Township who may be reached during regular business hours who may provide information or responses to questions or concerns that the Contractor may have.

WORK TO BE PERFORMED TO THE SATISFACTION OF THE TOWNSHIP

All work performed under this Contract will be performed to the satisfaction of the Township who shall be the arbiter in any dispute regarding the interpretation of the Contract between the Township, the property owners, tenants and the Contractor. The Township's decision shall be final and binding.

Where, in the opinion of the Township, the Contractor has been in default of any portion of the Contract, the Township may request the Contractor to take immediate action to rectify the situation.

MEETING SCHEDULE, COMMUNICATION

The Contractor, and/or appropriate representatives, are required to meet with Township representatives as needed to maintain a regular schedule of contact and communication, in order that either party may voice concerns so that appropriate and timely action may be taken.



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PART “F” - SPECIFICATIONS

ITEM 1.0 – Mobilization and Demobilization

The work consists of the mobilization and demobilization of the Contractor's forces and equipment necessary for performing the work required under the Contract.

Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of field offices, storage facilities, and other necessary general facilities for the contractor's operations at the site.

Security protection of the Contractors field office, equipment and stored materials during the course of the Contract;

Maintenance and repair of all necessary access to the project including haul roads as required and the restoration of the surfaces to the original condition after the haul roads are removed;

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the Contract from the site; including the disassembly, removal, and site cleanup of field offices, storage areas, and other facilities assembled on the site specifically for project construction to original site conditions.

Measurement for Payment - For progress payment, 50% of the contract price will be paid upon the deliverable of all required documentation as outlined in the General Provisions. 50% to be paid up demobilization to the satisfaction of the Township.

ITEM 2.0 – Traffic Control

Reference: OPSS 706 amended as follows:

In addition to Part E – General Terms and Conditions, the Contractor shall include in the Lump Sum (L.S.) bid price, all labour, equipment and materials required to supply, place and maintain all traffic control measures, signing and Traffic Control Person's (TCP's), in conformance with OPSS 706.

A traffic control plan must be provided to the Township a minimum two weeks prior to commencement of work for review, and shall be completed in accordance with the latest version of OTM Book 7.

The Contractor must maintain vehicular access to all businesses, residences, etc., and all parking areas of same, at all times and must be 100% accessible at the end of each construction day.



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At all times, the Contractor shall maintain one lane of vehicular traffic during working hours and two lanes of vehicular traffic during non-working hours. Traffic shall be under control of qualified Traffic Control Persons during all traffic restrictions.

Maintaining access to all properties and their parking areas may involve constructing temporary entrances, temporary ramping, blocking only one driveway at a time, or carrying out such Work as may be required to provide the minimum amount of disruption.

The Contractor may be permitted to temporarily block normal vehicular access to the properties and respective parking areas, as approved, if the Contractor can either provide alternative or limited access which is acceptable to the respective property owners. All such arrangements and provisions must be approved by the Township in writing.

All pedestrian traffic within the Contract limits must be maintained at all times during construction. The Contractor shall supply and place ramps to provide access for pedestrians to houses, and other locations as required, if normal access has been blocked as a result of construction.

The Contractor shall be responsible for maintaining all road cuts and disturbed areas during evenings and weekends including supply and place cold mix asphalt or hot mix asphalt on road cuts as directed by the Township throughout the full duration of construction.

Any remedial work shall be completed by the Contractor within 24 hours of being notified. Should the Contractor fail to comply, the Owner will arrange to have the works completed and deduct all associated costs from the Contractor's payment.

Measurement for Payment - Lump Sum.

Basis of Payment – Per OPSS 706.10.02

ITEM 3.0, 5.0 (Provisional), and 7.0 (Provisional) – Supply and Place Granular A

The work under this item shall include all equipment, labour, and materials required to supply and place 100mm of compacted quarried granular A on Asphodel 3rd Line between Highway 7 and Centre Line Road. Granular A material shall be in accordance with OPSS MUNI 1010, and compaction shall be in accordance with OPSS MUNI 501. The final road width including shoulders shall be 7.5m wide, and shall have 2% crossfall from the road centre line to the edge of shoulder.

This item shall include all equipment, labour, and materials required to complete fine grading and compaction prior to asphalt placement.

The contractor shall be responsible for quality control and the township may conduct quality assurance testing.

Basis of payment shall be by the square meter.

ITEM 4.0, 6.0 (Provisional), and 8.0 (Provisional) – HL2 High Performance Ultra-Thin Asphalt Mix

The work until this item shall include all labour, equipment, and materials require to supply and place 25mm thick HL2 High Performance Ultra-Thin Asphalt on Asphodel 3rd Line between Highway 7 and Centre Line Road. The pavement width shall be 6.0m with 2% cross fall.

The scope of work shall include:

- Application of tack coat on Vertical Surfaces as defined by OPSS 310.
- Grinding/cutting of 50mm deep by 600mm wide Lap Joints at all locations where new asphalt abuts existing asphalt, including commercial and industrial driveways
- Supply, place and compact to 92-97% Maximum Relative Density (MRD)
- Cold joints at intersections and centerline will not be permitted.

If any segregation is found in the placed asphalt pavement, as determined by the Township, the Contractor shall cease operations until the cause of the defective work has been remedied.

If the asphalt surfaces settles in excess of the specifications set-out in OPSS 310.07.13 or differentially during the maintenance period, the Township shall order the area to be cut out from curb to centre line and replaced, or to be removed and replaced from curb to centreline by means of grinding, at no extra cost to the Township.

The asphalt mix shall not include steel or blast furnace slag.

The Contractor is advised that the use of reclaimed asphalt is not permitted for surface asphalt.

Asphalt mix designs are to be supplied to the Township two weeks prior to commencing placement. Asphalt placed before the approval of the asphalt mix design is at the Contractors risk, and at the request of the Township, the placed material may need to be removed and disposed of offsite at the Contractor's expense. The Contractor shall provide a mix design two weeks prior to placement of HL2 Ultra-Thin Asphalt.

If the asphalt surfaces settle in excess of the specifications set-out in OPSS 310.07.13 or differentially during the maintenance period, the Township shall order the area cut out from curb to centerline and replaced at no extra cost to the Owner.

Premium 100% crushed aggregates shall be used for coarse and fine aggregates that are listed in MTO's DSM or

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the Owner's pre-qualified products list for coarse aggregates for HL 1, DFC, and fine aggregates for DFC. Mix and binder specifications as per below modified OPSS criteria.

OPSS 1150

Table 2,3,4. Modified Mix Design Criteria

Property and Attribute (Unit)		Specification
Gradation (Percent Passing by Dry Mass of Aggregate)	Sieve Size (mm)	
	9.5	100
	4.75	85 – 100
	2.36	70 – 90
	1.18	50 – 75
	0.600	30 – 55
	0.300	15 – 55
	0.150	5 - 16
	0.075	3 – 8
Asphalt Cement Content, by mass of mixture (%) Minimum		≥ 6.5%
Air Voids (%)		3.0 – 5.0%
Marshall Stability at 60°C (N) Minimum		≥ 8900
Marshall Flow (Units of 0.2 mm at design Air Voids)		≥ 9.0
Fatigue Life by Semi-Circular Bending (SCB) at 25°C, I-FIT value (AASHTO TP 124)		≥ 10.0
Fatigue Life by Indirect Tensile Strength at 25°C, Cracking Tolerance Index (CT _{Index}) (ASTM D8225)		≥ 120

OPSS 1101

Table 2. Modified Asphalt Binder Testing Requirements and Acceptance Criteria



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Property and Attribute (Unit)	Test Method	Results Reported Rounded to the Nearest	Acceptance Criteria	Rejectable
Ash Content, % by Mass of Residue (%)	LS-227	0.1	≤ 0.6	> 0.6
Non-recoverable Creep Compliance at 3.2 kPa	AASHTO T350 at testing temperature of 58°C	0.01	≤ 2.00	> 2.50
Average Percent Recovery at 3.2 kPa (R _{3.2}) (%)		0.1	≥ the lesser of [(29.371)(Jnr _{3.2}) ^{-0.2633}] or 50	< the lesser of [(29.371)(Jnr _{3.2}) ^{-0.2633} - 10%] or 45
Phase Angle at Constant Modulus, δ (°)	AASHTO T315, constant G* = 8967 kPa	0.1	≥ 42	< 38
Low Temperature Critical Spread, ΔTC (°C)	LS-320, Method A	0.1	≤ - 4.0	> - 4.5
The Secant Modulus to the Yield Point, E _{vp} (kPa)	AASHTO TP 123-18, Method A	0.1	≤ 20	> 25

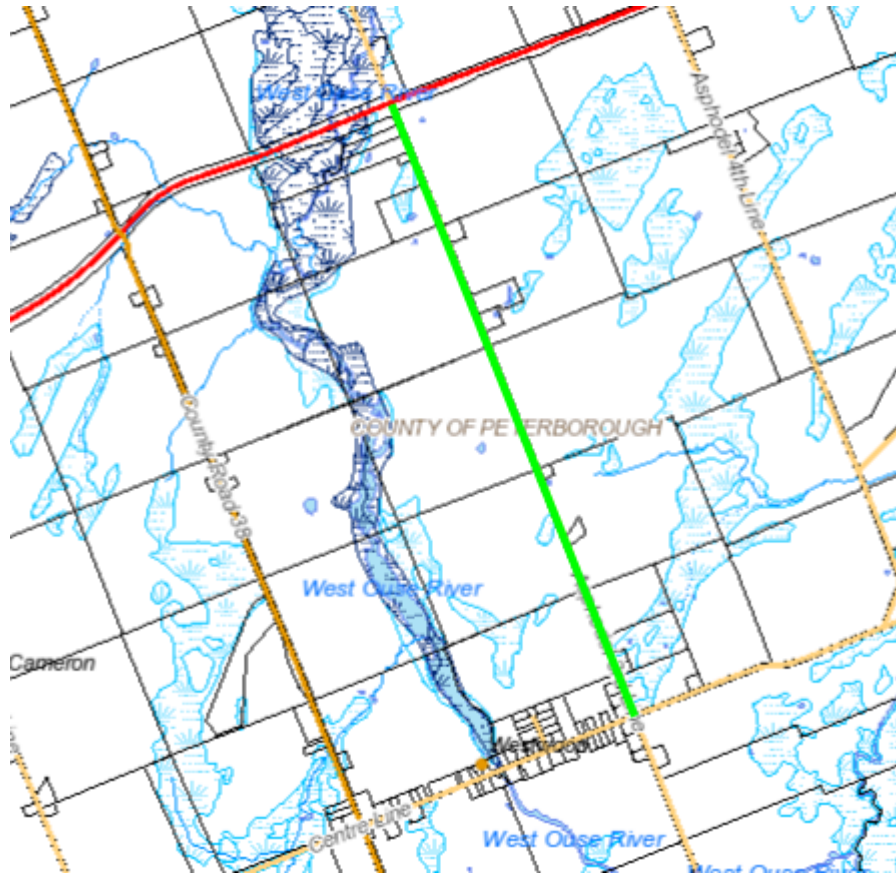
The Contractor shall be responsible for Quality Control and the Township may conduct Quality Assurance testing.

Basis of payment shall be by the square meter of asphalt placed.

SCHEDULE A

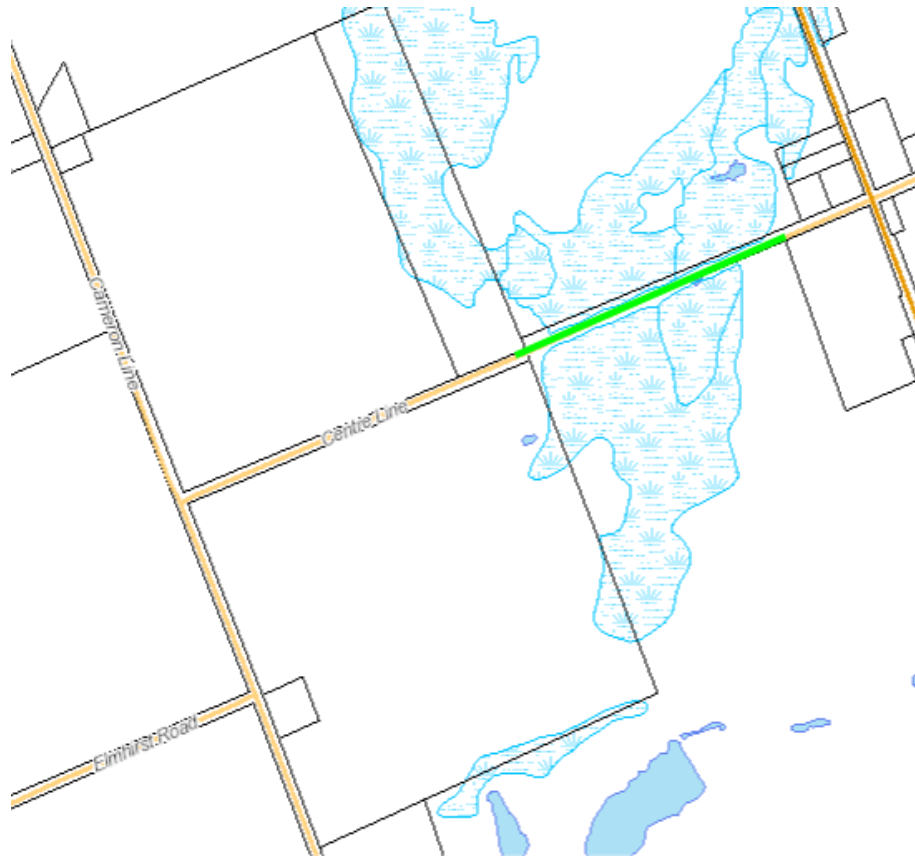
Asphodel 3rd Line (Hwy 7 to Centre Line Road)

Approx. 3.0km in length (highlighted in green)



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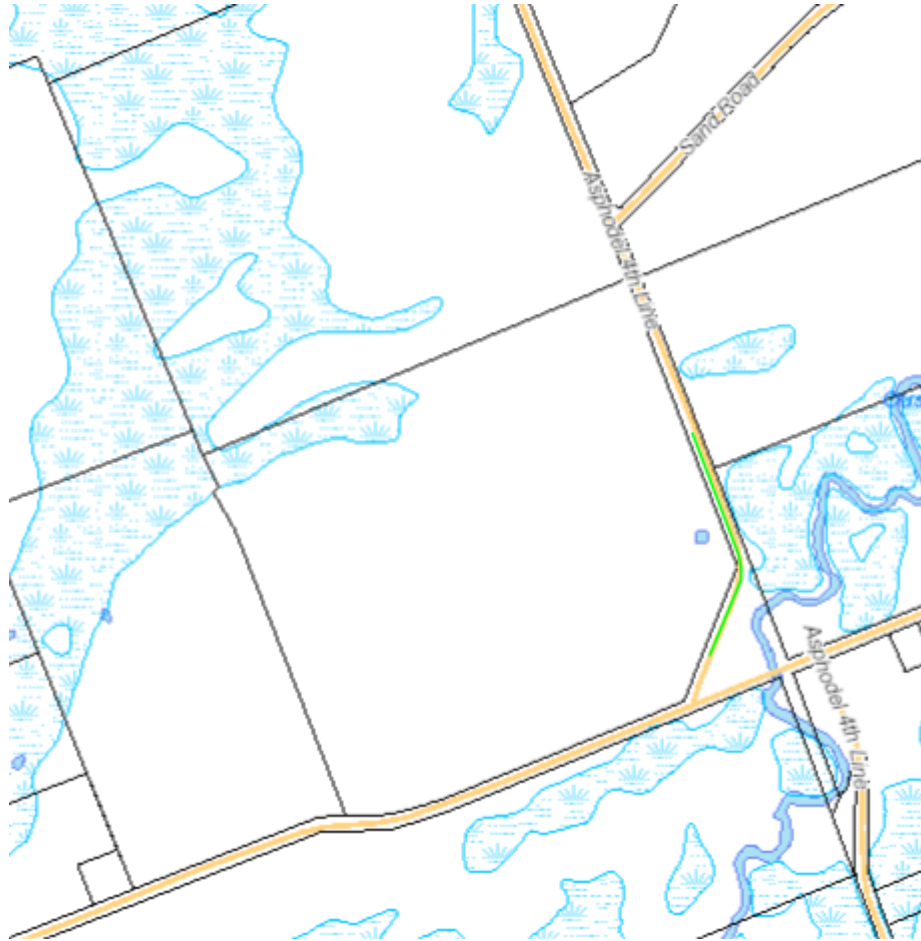
Centre Line Road (Cameron Line to County Road 38)
Approx. 525m in length (highlighted in green) (Provisional)



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Asphodel 4th Line (Sand Road to Centre Line Road)

Approx. 200m in length (highlighted in green) (Provisional)





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SCHEDULE B - REPRESENTATION AND WARRANTY

(Insert Company Name): _____

Hereby represents and warrants that:

1. My/Our employees, agents, volunteers, or others for whom I/We are responsible, will have successfully completed Accessible Customer Service Training prior to commencement of the Work on behalf of the Township of Asphodel-Norwood, in accordance with the award of **Tender 2022-05**; and
2. The Accessible Customer Service Training provided with encompass the following training content:
 - a. A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;
 - b. How to interact and communicate with people with various types of disabilities;
 - c. How to interact with people with disabilities who use an assistive device, service animal or a support person;
 - d. How to use the equipment or assistive devices available on Township premises or that are otherwise provided that may help with the provision of goods or services to people with disabilities;
 - e. What to do if a person with a particular type of disability is having difficulty accessing the Township's goods or services

ACKNOWLEDGEMENT

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the Township of Asphodel-Norwood and as such I/We solemnly provide this representation and warranty as if it were given under oath.

CompanySignature(s)

TitleName(s)

Date

I/WE HAVE THE AUTHORITY TO BIND THE COMPANY