

**PUBLIC WORKS DEPARTMENT**

**TENDER # 2016 – 08  
ASPHALT**

**TOWN OF MINTO**

April 6, 2016

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**FORM OF TENDER**

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and locations of the work to be done under this contract and the Contractor understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

Attached to this tender is a certified cheque in the amount specified in the "Tendering Requirements" made payable to the Town of Minto. The proceeds of the cheque shall, upon acceptance of this tender, constitute a deposit which shall be forfeited to the Town of Minto if the Contractor fails to complete the work in accordance to the provisions, plans, specifications and conditions attached hereto.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Town of Minto's Public Works Director or designate, without alteration of the contract unit price.

All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided.

I/We the Contractor hereby certify that we will commence work on Schedule A, and to diligently perform the work continuously without undue delay and further promise to complete the work on schedule A before August 1, 2016.

BY: \_\_\_\_\_  
(Name of Firm or Individual – Contractor)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I have authority to bind the company.

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

## SUBMISSION INSTRUCTIONS

### S.1 *Definitions*

The following definitions shall apply throughout the Tender:

“Agreement” refers to the agreement between the Town of Minto and a Contractor.

“Award” refers to the selection by the Town of a successful Tender for the provision of engineering services in this Tender process.

“Contractor” refers to any person or corporation participating in this request for proposal process.

“Road Foreman” refers to the Road Foreman for the Town of Minto.

“Director” refers to the Public Works Director for the Town of Minto.

“Town” refers to The Town of Minto.

“MTO” refers to the Ministry of Transportation, Ontario

### S.2 *Submission Requirements*

- a) **Two** copies of the Tender shall be submitted in a sealed envelope clearly marked with the Tender number and title (enclosed):

**Tender # 2016 – 08**

**“ASPHALT”**

- b) Tenders must be addressed to Brian Hansen, Public Works Director of the Town of Minto, 5941 Highway #89, Harriston, Ontario NOG 1Z0, and must be received by the Town of Minto no later than the Closing Date and Closing Time of:

**10:15 am (EASTERN STANDARD TIME)**

**On**

**Tuesday April 26, 2016**

- c) The use of any means of delivery of a Tender shall be at the risk of the Contractor.

- d) Before being placed in the tender box, the Proposal will be marked by the Director, or designate, with the time and the date that the Tender was received.
- e) On the Closing Date, commencing at 10:15 a.m., the Proposal envelopes will be opened and the names of the Contractors that have submitted Proposals will be recorded by the Opening Committee in the Town of Minto office. "Following public opening," the Tenders will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- f) The Town will not accept a response to this Tender by facsimile or other electronic device.
- g) All Tenders must be clearly written or typewritten. Erasures, overwriting or strike-outs shall be initialed by the person signing the Tender.
- h) Late Tenders will be returned unopened.

### **S.3 *Privilege Clause***

The Corporation reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid as the case may be, will not necessarily be accepted. "The lowest fee Tender will not necessarily be accepted and the right is reserved to accept any portion of a Tender". Selection of the successful tender shall be subject to approval by the Council of the Town of Minto.

### **S.4 *Any Communications***

Any communications regarding this Tender must be addressed to the attention of Mike Mclsaac, Road Foreman.

### **S.5 *Withdrawal or Revision of Tenders***

- a) A Contractor may withdraw or revise all or part of a Tender at any time up to the Closing Date and Closing Time.
- b) "A Contractor may withdraw his or her tender bid at any time up to official closing time by letter bearing his or her signature and seal as in his or her bid submitted to the Director. This letter shall supersede and invalidate all Tenders previously submitted by the Contractor"

**S.6 *Alterations or Variations***

No alterations or variations of the Agreement shall be valid or binding upon the Town of Minto unless authorized in writing.

**S.7 *Accuracy of Tender and Related Documents***

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Tender, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the Tender documents other than those prepared in writing. In no event shall Contractors rely on any oral statement by the Town or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

**S.8 *Oral Explanation or Interpretation***

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the Document.

**S.9 *Due Diligence***

Contractors are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their proposal.

**S.10 *Contractor's Responsibility***

It will be the Contractor's responsibility to clarify with the Town any questions with respect to the Tender documents in accordance with the procedure set out in Any Communications above before submitting their Proposal.

**S.11 *Addendum***

By the issuance of a cancellation or addendum, the Director may cancel the Tender; revise, delete, add to or substitute any part of the Document; extend the Closing Date; or provide an explanation or interpretation.

**S.12 *Tender Costs***

The Town will not be responsible for any costs incurred by a Contractor in preparing and submitting a Tender.

**S.13 *Claims or Litigation***

The Town reserves the right not to accept a Tender from or make an Award to any Contractor, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, Tenders or business transactions.

**S.14 *Freedom of Information***

The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under Any Communications above.

**S.15 *Non-Lobby***

If any Director, Road Foreman, employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, or any Director, Road Foreman, officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under Any Communications above, whether before or after the submission of the Proposal, the Town will be entitled to reject the Tender. The requirement does not extend to any public deputation that may be made to any Town committee.

## **TERMS OF REFERENCE**

### **1.0 INTRODUCTION**

The intent of this Tender is to retain a competent contractor to provide all necessary requirements to perform any application of materials and equipment essentials needed to fulfill the Town of Minto's request. The following Terms of Reference outline the work as contemplated by the Town and are for guidance only. "Locations are provided on the attached Schedule "A" and subject to change. Town of Minto reserves the right to add, delete or modify Schedule "A"

### **2.0 BID DEPOSIT**

Each tender must be accompanied by a certified cheque in the amount designated below and made payable to the Town of Minto in the amount of 10% of the total Tender price. Tenders submitted without a deposit will not be considered.

Bid deposits for the two lowest bidders' will be placed in the Town's bank account. All other bid deposits will be returned the bidder the day following the Tender closing. Bid deposits for the two lowest bidders' will be refunded with the final progress billing, provided the work is completed to the satisfaction of the Road Foreman.

### **3.0 ACCEPTANCE OF TENDER**

**NOTE:** Any or all tenders not necessarily accepted. Town of Minto reserves the right to reject any or all tender without stating a reason. Tenders will be initialed at the bottom of each page and all spaces to be completed in full for tender to be accepted.

### **4.0 ITEMS**

The successful bidder agrees to supply and apply all equipment and materials to fulfil the terms of this contract as specified in Schedule "A".

### **5.0 WEIGHING AND MEASURING**

When the contract is accepted by the specified unit price, the price per unit shall include measurement supplied by the Contractor. The Contractor shall supply to the Town proof of measurement of the product supplied.



## **6.0 QUALITY CHECK**

The successful bidder agrees that if any discrepancy in the quality of the work exists between himself and the Town, an engineering firm shall be engaged at the Contractor's expense, and the findings will be compared to the appropriate OPSS pertaining to the specifics of this tender. Acceptance or rejection of the completed work shall then be at the discretion of the Town. At any stage, the contract can be halted until tests are made under the supervision and to the satisfaction of the Town. On occasion the Road Foreman for the Town will ask for testing of aggregate being hauled and applied to the site and may also request an onsite sample be taken for testing at the contractors expense.

## **7.0 APPLICATION AND INSPECTION**

The Contractor shall apply the material/procedure to the specified area(s) (See schedule "A").

Material/procedure shall only be applied to the area(s) in the presence of the Road Foreman, or designate. No material/procedure shall be placed between sunset and sunrise except as instructed by the Road Foreman, or designate. In all cases, the Contractor shall inform the Town of the proposed time of operations.

## **8.0 EQUIPMENT TO BE PROVIDED**

The contractor shall have at their disposal for this work:

- All necessary equipment and tools to fulfil all requirements of this tender.
- Supply all appropriate signage, equipment and personnel to conform to OTM Book 7.

## **9.0 SUPPLY AND SOURCE OF MATERIAL**

The Town reserves the right to reject any supplier and or materials at the sole discretion of the Town of Minto. The Contractor is to provide all material and source of material as per the terms of this contract.

## **10.0 COMPLETION**

Application of procedure as specified shall commence after May 2, 2016 and must be completed no later than August 1, 2016. Time shall be of the essence in this agreement.

Once the work has commenced, the contractor shall ensure that the work progress to completion without delays. The only exception to this will be due to weather conditions

not being suitable to apply the proper procedure. The Road Foreman will have sole discretion for determining when weather conditions are not suitable for the application.

### **11.0 LIQUIDATED DAMAGES CLAUSE**

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 by August 1, 2016 as set forth in this special provisions, damage will be sustained by the Town of Minto. It is and will be impractical and extremely difficult to ascertain and determine the actual damages which the Town will sustain in the event of and by any reason of such delay and the parties therefore hereto agree that the Contractor will pay to the Town the sum of one-thousand Dollars (\$1,000.00) for liquidated damages for each and every calendar days delay in finishing the work beyond August 1, 2016. It is further agreed that this amount is an estimate of the actual damage to the Town which will accrue during the period in excess of the prescribed completion date.

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

### **12.0 INSURANCE**

Upon award of the tender, the successful bidder must furnish to the Town, at their expense, certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. This shall be provided, minimum one week, 7 calendar days prior to the commencement of any work. Failure to do so will result in a \$500.00 per day charge up to the scheduled starting date. If this documentation is not provided, it will result in the termination of the contract immediately. The certificate(s) in the amounts listed below are to be provided:

\$5 million – commercial general liability

\$5 million – automobile

\$5 million – environmental liability

Such policy shall contain:

- a “Cross Liability” clause or endorsement;
- an endorsement certifying that the Town of Minto is added as an additional insured;
- An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Town of Minto.

The successful bidder shall carry environmental impairment liability insurance covering the work and services described in this agreement including coverage for loss or claims

arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than five million (\$5,000,000) dollars.

### **13.0 HEALTH AND SAFETY**

The Town of Minto is serious in its application of Health and Safety protocols. The Consultant is expected to adhere to all legislated and regulated health and safety regulations. When working on the road side the Contractor must adhere to the Ontario Traffic Manual – Book 7 – Temporary Conditions. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Town.

The Contractor shall provide to the Town a copy of their Health and Safety policy, or a written statement that they have a workplace Health and Safety policy in effect.

### **14.0 WSIB**

The Contractor shall provide the Town with a WSIB certificate of clearance, minimum one week prior to the start of the work. Failure to do so will result in a \$500.00 per day charge up to the scheduled starting date. If this documentation is not provided, it will result in the termination of the contract immediately.

### **15.0 REGULATIONS AND LAWS**

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-laws and Regulations relative to the performance of the work.

### **16.0 PAYMENT**

The Town of Minto agrees to pay the Contractor on or before the 15<sup>th</sup> day of each month during the lifetime of the agreement for the previous month's work, for invoices received by the last business day of each month. The Town of Minto will retain 10% of each invoice amount as a "hold-back". The entire hold-back will be paid out within 30 days of completion of the project, provided all work is to the satisfaction of the Town of Minto.

#### **Liquid Asphalt Cement Price Index**

The Town of Minto will adjust the payment to the Contractor based on changes to the Ministry of Transportation's performance graded asphalt cement price index unless the Contractor opts out by notifying the Town of Minto in writing within five business days of the award of the contract. Once the contractor has opted out of payment adjustments

based on the index, the Contractor will not be permitted to opt back in. The price index will be published monthly in the MTO Contract Bulletin and displayed on the OHMPA ([www.OHMPA.org](http://www.OHMPA.org)) and MTO website ([www.rags.mto.gov.on.ca](http://www.rags.mto.gov.on.ca)). The price index will be used to calculate the amount of the payment adjustment per tonne of asphalt cement accepted into the Work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades. As of July 2006 the price index for each month will reflect the average of the same month's prices and be published on the last day of the month and be retroactively applied to HMA laid in the same month.

A payment adjustment per tonne of asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15.00/tonne from the price index for the month in which the tender was awarded. When the price index differential is less than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to the hot mix tender items. Provincial sales tax adjustment should be applied to the adjustment (either way).

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot mix accepted into the Work during the month for which it is established. The payment adjustment for the month will be calculated by the following means:

When AC Prices are Rising by more than \$15.00/tonne: the payment adjustment to be paid to the Contractor is the result of subtracting the price index for the month prior to tender opening from the price index in effect when paving takes place, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mix(s) as determined by the job mix formula. HST on the adjustment will be included.

When AC Prices are Falling by more than \$15.00/tonne: the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving takes place, plus the \$15.00 float from the price index for the month prior to the tender opening, multiplied by the number of tonnes of PGAC incorporated in the mix(s) as determined by the job mix formula. HST on the adjustment will be included.

The quantity of new asphalt cement includes all grades of asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity of the escalation/de-escalation will be calculated using the hot mix quantity accepted into the Work and its corresponding asphalt cement content as required by the job mix formula.

For mixes which contain reclaimed asphalt pavement, the increase due the contractor or the rebate due the owner will be calculated as if virgin hot mix asphalt has been supplied. This fairly reflects the increasing value of the Contractor's RAP pile when AC prices are increasing and the opposite when they are declining.

**Notes:**

Contractors should bid the hot mix asphalt item using the cost of the PGAC specified. The AC Price Index is only a tool for qualifying hot mix prices and is not intended as a standard AC price to be incorporated into the contract bid.

The payment adjustment calculated using this formula is full compensation for any and all PGAC grades specified.

If the AC index has not changed more than \$15.00 per tonne up or down, no adjustment is required. Only the amount of the change that is greater than \$15.00 is used to calculated payment adjustments.

Beginning with the AC Index for July 2006 MTO will amend their past practice of establishing the monthly index amount on the 1st day of the month from the average of the four weekly AC prices received in the previous month to a calculation that takes in the average of the four weeks of the current month and is subsequently published on the last day of that month.

**Past practice Before August 2006:**

The index for June is the result of AC prices received in May and published June 1st.

**New Standard:**

The index for July is the result of AC prices received in July and published July 31st.

For qualifying payment adjustments on the price of HMA the contractor will seek/give an HST adjustment on the total value because Ontario collects a levy of 13% HST on the total manufacturing costs of every tonne of HMA produced.

As the result of the implementation of Note 4 and the subsequent issue of MTO SP 103S20 the AC Price Index on for the month prior to tender opening will be used as the AC bid price to calculate AC adjustments.

## **17.0 WITHDRAWAL**

The Town reserves the right to withdraw, at its discretion, this tender at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

## **18.0 QUALITY ASSURANCE TESTING**

- a) All necessary analysis of products/materials used specific to the Tender shall be supplied by the contractor.
- b) Payment for the above shall be deemed to be included in the unit price

## **19.0 INDEMNITY**

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

## **20.0 WARRANTY PERIOD**

Upon completion of the work, the contractor shall notify the Town in writing (i.e. to be included with request for final payment) and request commencement of the warranty period. A warranty period of ONE (1) YEAR will commence following the Town's written acceptance of the work. The Town's written acceptance of the work will specify a date on which the warranty period will start. The contractor shall repair any identified deficiencies at no additional cost to the Town during the warranty period. Following the ONE (1) YEAR warranty period, an inspection of all work completed will be undertaken with the Town and the Contractor. If the Town accepts the work following the warranty period, the contractor will be notified in writing that the warranty period has been fulfilled and that the work will be accepted. If the Town rejects the work, the Contractor will complete, at no additional cost to the Town, all required work to make the work acceptable to the Town.

## **21.0 ASPHALT SPECIFICATIONS**

HL 3 (5.4% AC 45% 12.5mm Stone) All work shall be done in accordance with OPSS 310.

**6<sup>th</sup> Line of Minto** – supply and place approximately 1,400 Tonne of HL2 Modified Sand Padding and supply and place approximately 2,100 Tonne of HL3 Surface to approximately 3,250m X 7m X 40mm compressed thickness.

Supply and place approximately 210 Tonne of shoulder ‘A’ Gravel to approximately 6,500m X 0.3m X 40mm compressed thickness.

**Baseline Road** – supply and place approximately 1,120 Tonne of HL2 Modified Sand Padding and supply and place approximately 2,800 Tonne of HL3 Surface to approximately 4,000m X 7m X 40mm compressed thickness

Supply and place approximately 250 Tonne of shoulder ‘A’ Gravel to approximately 8,000m X 0.3m X 40mm compressed thickness.

**Minto Pines Road** – fine grade existing granular base prior to asphalt placement, supply and place approximately 230 Tonne of HL3 Surface to approximately 205m X 7 X 60mm compressed thickness

Supply and place approximately 20 Tonne of shoulder ‘A’ Gravel to approximately 410m X 0.3m X 60mm compressed thickness

## **22.0 EXISTING DRIVEWAYS**

Existing asphalt, concrete or interlocking brick driveways abutting roads proposed for asphalt shall have the edges prepared to create a smooth transition between surfaces. Asphalt placed between the road and driveway shall be the same mix design as specified for that road section. Any milling and/or asphalt required shall be the responsibility of the contractor and shall be included in the Total Tender Price on the Form of Tender.

## **23.0 ASPHALT JOINTS**

All joints and/or terminations abutting existing asphalt surfaces, including bridge decks, shall be ground to the satisfaction of the Public Works Director prior to commencing asphalt placement. Where required the contractor is responsible for milling around all maintenance holes, catch basins and valves located within the existing asphalt. All milling shall be included in the Total Tendered Price on the Form of Tender. Approximate lineal meters of milling have been provided and are based upon one pass, one and a half (1.5) meters wide.

## **24.0 ADJUSTMENTS**

All required maintenance hole and water valve box adjustments shall be the responsibility of the contractor and shall be included in the Total Tendered Price on the Form of Tender. The Town will accept appropriate sized lift rings for both maintenance

hole and water valve boxes to meet the required elevations. Catch Basin adjustments will be completed by the contractor also.

**25.0 ASPHALT REPAIRS**

Areas of asphalt failure identified to the contractor by the Town of Minto within fourteen (14) days of placement shall be repaired to the satisfaction of the Public Works Director within seven (7) days of such notification. No payment will be made for this asphalt requiring replacement.



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Asphalt  
TOWN OF MINTO

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**26.0 SCHEDULE "A"**

New asphalt surface work to be completed on the **6<sup>th</sup> Line** of Minto, West of County Road 6 extending approximately 3.25 km, Items A1, A2 and A3. New asphalt surface work to be completed on **Baseline Road**, North of Highway 89 extending approximately 4 km, Items A4, A5 and A6. New asphalt surface work to be completed on **Minto Pines Road**, South of Highway 89 extending approximately 205 m, Item A7 and A8.

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ASPHALT**

NEW ASPHALT SURFACE WORK					
ITEM	DESCRIPTION	QUANTITY	TOTAL TONNE	UNIT PRICE PER TONNE (EXCLUDING HST)	TOTAL (EXCLUDING HST)
A1	HL-2 Mod. Sand Pad		1,400t		
A2	HL-3	22,750sq/m	2,100t		
A3	Shoulder 'A' Gravel		210t		
A4	HL-2 Mod. Sand Pad		1,120t		
A5	HL-3	28,000sq/m	2,800t		
A6	Shoulder 'A' Gravel		250t		
A7	HL-3	1,435sq/m	230t		
A8	Shoulder 'A' Gravel		20t		
<b>TOTAL SECTION "A1" THROUGH "A8"</b>					<b>\$</b>

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME & TITLE \_\_\_\_\_

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