



## **2023 TENDER**

### **PURPOSE: HOT MIX PAVEMENT**

CLOSING DATE:

10:00 am on THURSDAY, MAY 11, 2023,

SEALED TENDERS TO BE SUBMITTED TO:

Scott McLeod, Public Works Manager

MUNICIPAL OFFICE

MUNICIPALITY OF ARRAN-ELDERSLIE

1925 BRUCE ROAD 10, P.O. BOX 70,

CHESLEY, ONTARIO N0G

519-363-3039

Bid Documents can be obtained through [www.biddingo.com](http://www.biddingo.com), however must be submitted in original format as per the above due to tender deposit requirements.

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

## **TENDERING REQUIREMENTS**

### **TENDER DEPOSIT or BID BOND**

A certified cheque made payable to the Municipality of Arran-Elderslie in the amount of 10% of the total tender must be submitted with the tender. The cheque of the unsuccessful Contractors will be returned within 14 days of tender opening. The cheque of the successful Contractor will be retained until the municipality's acceptance of the work. Tenders not accompanied by a certified cheque will not be considered.

Alternatively, the Contractor may include with the tender an Agreement to Bond, in the appropriate form, jointly executed by the Tenderer and the surety company from which the bonds will be obtained. Such surety company shall satisfy conditions of the bonding requirements below;

- a) The successful Contractor shall provide to the Owner a Performance Bond in the amount of 100% of the Contract Price and in a form acceptable to the Owner. The Performance Bond shall cover the faithful performance of the contract including corrections after final payment.
- b) The successful Contractor shall provide to the Owner a separate Labor and Material Payment Bond from the same surety providing the Performance Bond in the amount of 50% of the Total Contract Price and in a form acceptable to the Owner and covering the payment of accounts incurred by the Contractor during the performance of the Work on this contract.
- c) The Performance Bond and Labor and Material Payment Bonds shall be taken out with a guarantee surety company authorized by law to carry out business in the Province of Ontario and having an office in Ontario.
- d) Document must be submitted with the tender as an original document. Electronic bonding (e-bonding) is not acceptable at this time,

### **COMPANY BACKGROUND, RELEVANT EXPERIENCE & REFERENCES**

An outline of the Contractor's company background including number of employees and years in business shall be included with the tender package. A minimum of three (3) references for relevant projects of a similar scope shall be provided which shall include contact details. The Municipality of Arran-Elderslie shall be permitted to contact references at their discretion to verify and confirm experience and workmanship.

### **LIST OF PROPOSED SUB-CONTRACTORS (IF ANY)**

The Contractor shall include a listing of any proposed sub-contractors to be utilized in the course of the project which includes the relevant subtrade of the sub-contractor.

### **BASIS OF REJECTION OF TENDER**

Tenders may be rejected for one or more of the following reasons:

- (a) Bids received after closing date and time.
- (b) Bids received on other than tender form supplied.
- (c) Bids not completed in ink or by typewriter.
- (d) Failure to demonstrate sufficient experience and/or workmanship
- (e) Incomplete bids incl. missing tender deposit or original bid bond
- (f) Qualified or conditional bids.
- (g) Bids not properly signed and sealed.

### **INSURANCE**

#### **Contractor's Equipment Floater**

The contractor shall provide and maintain coverage on equipment used during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense.

#### **Contractor's Pollution Liability**

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2,000,000. The policy shall provide coverage for pollution conditions as a result of the operations performed at the job site. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

#### **Commercial General Liability**

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$6,000,000, within any policy year with respect to completed operations and a deductible of not more than \$5000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name the Owner as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Work performed on Behalf of the Named Insured by Sub-Contractors
- (i) Broad Form Property Damage

- (j) 30 days' notice of cancellation
- (k) Attached Machinery

### **Automobile Liability Insurance**

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

### **Indemnification and Hold Harmless Clause**

The Supplier shall defend, indemnify and save harmless the Corporation of Arran-Elderslie its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless the Corporation of Arran-Elderslie from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

### **FUEL AND SALES TAXES**

The Contractor shall pay all taxes under existing legislation on all fuels and materials used by him in the performance of the contract. The Contractor undertakes not to make any claim for refund of taxes paid by him or any Sub-contractor and acknowledges that no refund of tax shall be granted to him or to any Sub-contractor on any fuel and materials used for any purpose whatsoever in the performance of the contract unless such refund is specifically authorized under existing legislation.

### **GENERAL CONDITIONS**

#### **REGULATIONS**

The Contractor shall abide by all Acts, By-Laws, and Regulations relative to the performance of the work.

### **ENGINEER OR ROAD SUPERINTENDENT**

Means the Council of the Municipality or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any capacity.

### **WEIGHING**

Weighing shall be carried out in accordance with the Ontario Provincial Standard Specification 502 current at the time of this contract. Copies of OPSS 502 are available on request from the MCT District Office.

### **DAMAGES BY VEHICLES AND OTHER EQUIPMENT**

If at any time, in the opinion of the Engineer, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on direction of the Engineer and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Engineer.

### **LOADING OF MOTOR VEHICLES**

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where the motor vehicle registration is required for such a vehicle, the Contractor shall not cause or permit such a vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

### **PAYMENTS**

Monthly payments of work done may be paid up to 85% of the estimated value of the work performed. Within 45 days of the date of acceptance of the completed contract, the remaining 15% will be released to the Contractor.

### **COMPLETION**

The work is to be completed by September 29, 2023.

### **DOCUMENTS TO BE SUBMITTED**

Form A – Declaration of Contractor

Form B – Tender Form for HOT MIX PAVEMENT

Form C - Company Background, Relevant Experience & References

Form D – List of Proposed Sub-Contractors

### **TENDER OPENING**

A public tender opening will take place on **Thursday, May 11, 2023**, at Municipality of Arran-Elderslie Municipal Office, 1925 Bruce Road 10 at **10:00 am**. Please confirm an email and/or a phone number on FORM B - TENDER FORM FOR HOT MIX PAVEMENT page for tender updates or results.

**FORM A – DECLARATION OF CONTRACTOR**  
**HOT MIX PAVEMENT**  
**TENDER FOR THE YEAR: 2023**

The Contractor has carefully examined the provision, plan, specifications and conditions attached to this tender and has carefully examined the site and location 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 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.

The unit price bid for this item shall include supply, haul and placement of the asphalt cement. The Contractor shall be responsible to grind at all intersections, bridges and curbs where tie in is needed.

<b>Material Escalation/De-escalation Clause</b>
In the event of a change in the cost of asphalt cement, we will decrease or increase the price per tonne of HL3 depending on the change in the MTO posted rate. The posted MTO rate for March 2023 is \$1,138.00/tonne. Price will increase or decrease \$ 0.50 per tonne of hot mix, based on \$10.00 per tonne posted MTO asphalt cement price fluctuation.

There is an Item 1 and 2 to this tender the provisions of which are set out below. The Municipality reserves the right to accept the bids for each item individually or combined.

**Item (1) of this tender is for Hot Mix Pavement on Industrial Park Road in the Town of Chesley.**

- Supply & Apply of HL3 asphalt cement (rap mix permitted)
- Municipal Staff will prepare existing road with granular, grading and ditching prior to paving.
- Pre-coordination between the Contractor and Municipality will be needed prior to paving.
- Paving will be a 40 to 50 mm lift at a width of 7.3 metres and length of 400 metres.
- Tie into three (3) driveways.
- The tonnage includes padding required in different area with a site meet for predetermination.
- Tonnage is not to exceed the amount listed as Item (1) on the FORM B - Tender Form for HOT MIX PAVEMENT.
- See the attached map for location.

**Item (2) of this tender is for Hot Mix Pavement on Albert Street between Balaklava Street and Arnaud Street in the Town of Paisley.**

- Supply & Apply of HL3 asphalt cement (rap mix permitted)
- Paving is over an existing base with a 40 to 50 mm lift at a width of 7.0 metres and a length of 214 metres.
- Tie into existing eight (8) driveways, one (1) parking lot and complete intersection at Arnaud Street.
- The tonnage includes padding required in different area with a site meet for predetermination.
- Tonnage is not to exceed the amount listed as Item (2) on the FORM B - Tender Form for HOT MIX PAVEMENT.
- See the attached map for location.

**TENDER DEPOSIT or BID BOND**

Attached to this tender is a certified cheque in the amount specified in the "Tendering Requirements," made payable to the Municipality of Arran-Elderslie. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Municipality if the Contractor fails to file with the Municipality in executed form of this tender and the provisions, plans, specifications, and conditions attached here to within ten (10) days from the date of Acceptance of the Tender OR a Bid Bond in accordance with the "Tendering Requirements".

**COMPANY BACKGROUND, RELEVANT EXPERIENCE & REFERENCES**

Included in this tender package (Form C) is an outline of the company's background and listing of relevant job experience with reference contacts as specified in the "Tendering Requirements". The tendering firm permits the Municipality of Arran-Elderslie to contact references at their discretion to verify and confirm their experience and workmanship.

**LIST OF PROPOSED SUB-CONTRACTORS (IF ANY)**

The Contractor has included (Form D) a list of any proposed sub-contractors to be used in the course of the construction works which denotes the subtrade of the proposed subcontractor.

**TENDER QUANTITIES**

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the contract price, however, such increase or decrease shall not exceed 20 percent.

**HEALTH AND SAFETY**

All Contractors must abide by the Occupational Health and Safety Act.  
Any Personal Protective Equipment (PPE) required for the safe execution of the contract provisions shall be provided by the Contractor and the Contractor agrees to strictly enforce the use of PPE.

**Declaration of Contractor**

The Contractor acknowledges that Addendum/Addenda No. \_\_\_\_\_ to \_\_\_\_\_ \* inclusive has/have been received and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

(\*to be completed by the Contractor (enter NIL if no addenda issued)

The Contractor offers to furnish all labour, equipment and material, except as specified otherwise, for the performance of the work for the item prices set forth in the tender, all in accordance with the tender documents.

The Contractor promises to commence work on \_\_\_\_\_

(To be completed by firm)

and diligently perform the work continuously without undue delay and further promise to complete the work by:

BY \_\_\_\_\_  
(Name of Firm)

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
Name of person signing for Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of person signing for Firm



**FORM B**  
**TENDER FORM FOR HOT MIX PAVEMENT**

In accordance this tender, the Contractor hereby offers to complete the work for the following prices:

Location	Length (metres)	Width (metres)	Unit	Quantity	Unit Price	Total
<b>Item 1</b>						
Industrial Park Road, Chesley	400 m	7.3 m	tonnes	294		
<b>Item 2</b>						
Albert Street between Balaklava Street and Arnaud Street in the Town of Paisley	214 m	7.0 m	tonnes	151		
					<b>Subtotal</b>	
					<b>HST</b>	
					<b>Grand Total</b>	

**Please note the separate attachments for Location Maps**

CONTRACTOR BUSINESS NAME \_\_\_\_\_

AUTHORIZED CONTRACTOR SIGNATURE \_\_\_\_\_

CONTRACTOR ADDRESS \_\_\_\_\_

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

CONTRACTOR E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

**FORM C**  
**COMPANY BACKGROUND, RELEVANT EXPERIENCE & REFERENCES**

COMPANY PROFILE

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RELEVANT EXPERIENCE & REFERENCES

Year of Project	Description of work	For Whom work was completed for	Company contact details for reference	Project Value

**FORM D**  
**LIST OF PROPOSED SUB-CONTRACTORS**

<b>Subtrade</b>	<b>Name Proposed Subcontractor</b>	<b>Address of Subcontractor</b>





Chesley

60

Industrial Park Rd

69

338

362

364

7

390

30

339

343

347

353

361

367

371

377

381

387

391

18

22

26

30

36

59

35

29

27

413

48

46

23

44

29

72

10th-St-SE-  
77

3rd-Ave-SE

Wilson-St

12th-St-SE

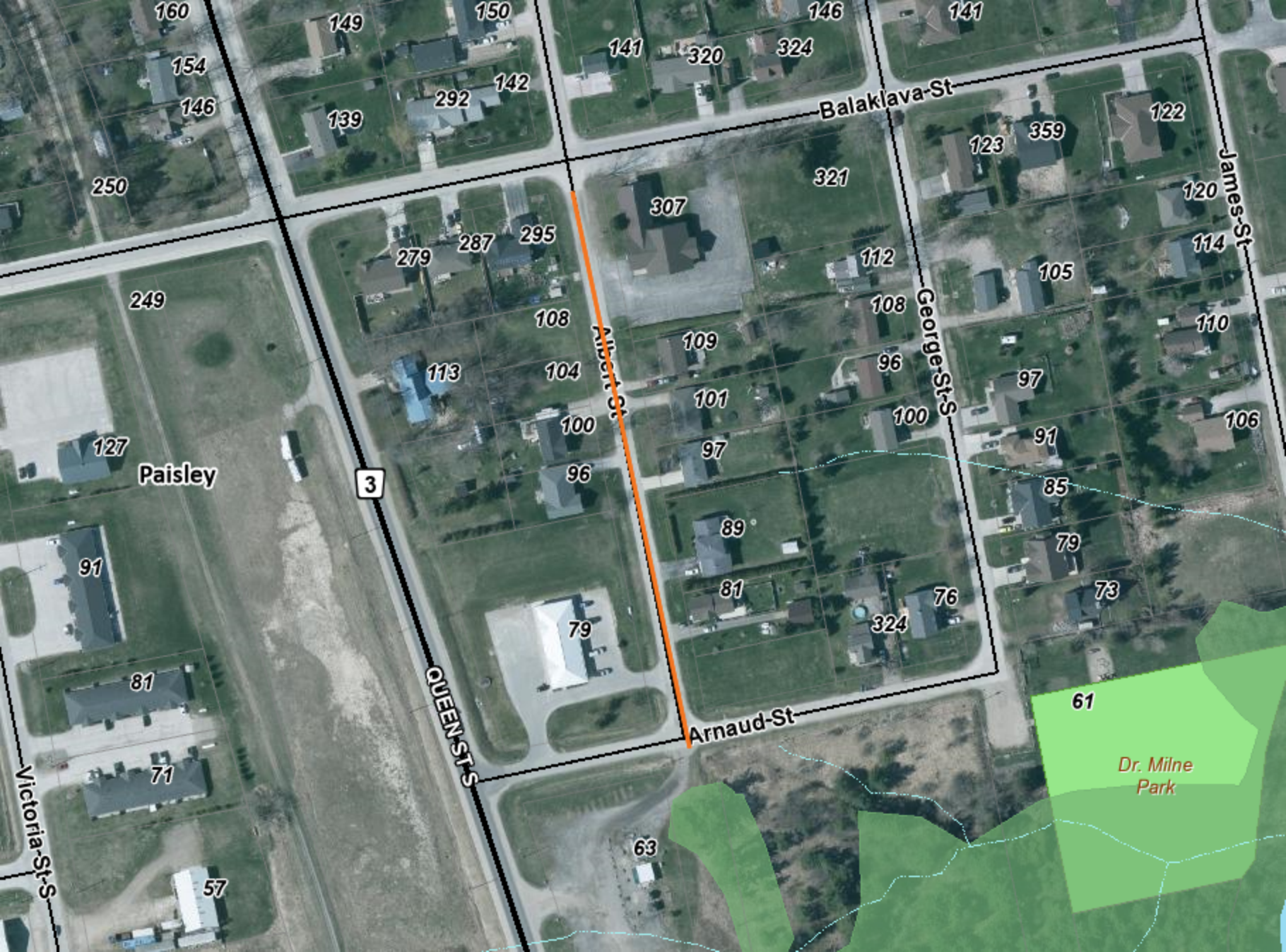
BRUCE-ROAD-30

1st-Ave-S

9th-St-SE

Durst-St





Balaklava-St

James-St

George-St-S

Albert-St

Arnaud-St

QUEEN-ST-S

Victoria-St-S

3

Paisley

Dr. Milne  
Park

61

63

122  
359  
123

120  
114

110

106

105

97

91

85

79

73

321

112

108

100

324

76

307

109

101

97

89

81

108

104

100

96

79

113

279

287

295

292

142

139

149

150

154

146

250

249

127

91

81

71

57