



636 St Lawrence St  
P. O. Box 489  
Winchester ON  
K0C 2K0

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**NORTH DUNDAS**  
**TENDER CONTRACT NO. 04-2019**

Tenders, **in sealed envelopes** plainly marked as to contents, will be received at the North Dundas Township office at 636 St Lawrence St Winchester ont, until **11:00 a.m. on Friday April 5<sup>th</sup>, 2019** for the following:

**DOUBLE SURFACE TREATMENT WITH FOG SEAL  
APPROXIMATELY 86,100 SQUARE METERS AND  
18,900 SQUARE METERS OF DOUBLE SURFACE TREATMENT**

Tender forms are available at the office of the undersigned.

Lowest or any tender not necessarily accepted.

Tender Opening:

An official public opening of tenders will take place at **11:05 a.m., Friday April 5<sup>th</sup>, 2019** in the Board Room, North Dundas Office.

For further inquiries, please contact: Dan Belleau  
Director of Public Works  
636 St Lawrence St  
P. O. Box 489  
Winchester ON K0C 2K0  
Phone: 613-774-2105  
dbelleau@northdundas.com

## **NORTH DUNDAS TENDER CONTRACT NO. 04-2019**

The Township of North Dundas requires **Surface Treatment applications for the 2019 construction season.**

Tenders, in sealed envelopes clearly marked "**Surface Treatment**" will be received by the undersigned until **Friday April 5<sup>th</sup>, 2018 at 11:00 a.m.** at the North Dundas Office located at 636 St Lawrence St Winchester , Ontario, KOC 2K0 , for the supply and placement of Surface Treatment in the Township.

### **Specifications/Tendering Requirements**

#### Tender Deposit

A certified cheque made payable to the township in the amount of 10% of the total tender must be submitted with the tender. The cheque of the unsuccessful bidders will be returned within seven days of tender opening. The cheque of the successful bidder will be retained until township's acceptance of the work.

Tenders not accompanied by a certified cheque will not be considered.

If the successful bidder wishes, he/she may file with the Township a completed performance bond, signed and sealed by a recognized bonding company, in the amount of 100% of the total estimated tender.

Upon receipt of such a bond, the tender deposit will be returned to the contractor.

All supplementary instructions to contractors will be in writing and issued by Dan Belleau, Public Works Director (E-mail dbelleau@northdundas.com), and the Township of North Dundas will not be responsible for oral instructions from any source.

#### Basis of Rejection of Tender

In addition to lowest or any tender(s) not necessarily accepted, tenders may also be rejected for any one of the following reasons:

- Bids received after closing date.
- Bids received on other than the tender form supplied.
- Bids not completed in ink or by typewriter.
- All items not bid (except where tender form clearly states that Award may be made for individual items).
- Qualified or conditional bids.
- Bids not properly signed and sealed.

#### Insurance

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

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

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

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least sixty (60) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

The Township reserves the right to request additional insurance (ie. Environmental Liability Coverage) to comply with exposure associated with a particular job.

The Contractor agrees to indemnify and save harmless the Owner from all costs, losses, damages, judgements, claims, demands, suits, actions or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its directors, officers, employees, agents or volunteers in connection with services provided.

#### Workers Compensation Coverage

The successful bidder shall comply with the regulations of the Workers Compensation Board of Ontario. The Contractor shall provide proof of coverage to the Township prior to the commencement of work.

### **INFORMATION TO BIDDERS**

#### Regulations

The Contractor shall abide, if applicable, by the requirements of the Industrial Standards Act, the Employment Standards Act and any other Acts or By-Laws which are relative to the performance of the work.

#### Completion

Specific completion dates shall be of the essence of this agreement. Failure to comply with specified completion date may result in tender/contract cancellation, thereby utilizing the contractor's tender deposit for any and/or extra costs incurred by the Township of North Dundas.

#### Basis of Payment

Payment at the contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and material, except as otherwise provided, necessary to complete the work to the satisfaction of the Public Works Director.

#### Public Works Director or Designate

Shall mean any such person, partnership or corporation, as may be authorized by the Council, to act on their behalf in any particular capacity.

#### Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Public Works Director, damage is being done or is likely to be done to any highway or any improvement

thereon by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Public Works Director and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Director.

#### 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 motor vehicles registration is required for such vehicle, the Contractor shall not cause or permit such 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.

#### Material Testing

The Township will be randomly sampling and testing the gradation of the material delivered on the road to ensure compliance.

If the material delivered does not comply with specifications, the Township may reduce payment by the percentage of material that does not meet the specification.

#### Scope of Work

This work shall consist of the supply of all labour, equipment and materials to apply surface treatment on the roads specified within the Township of North Dundas.

#### **MEASUREMENT FOR PAYMENT**

Measurement for payment of surface treatment applied will be by the units of square meters and will include only those materials incorporated into the work and accepted by the Public Works Director.

#### **Specifications/Tendering Requirements**

The Contractor has carefully examined the provisions, plans, specification 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 also 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 Township. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit and shall be forfeited to the Township if the Contractor fails to complete the work in accordance with the tender documents.

All bids must be received in sealed envelopes.

Tenders shall be open for acceptance for a period of 30 days after the closing date. After this time, the tender may only be accepted with the consent of the successful bidder.

The successful tenderer (contractor) must enter into a written contract with the Municipality which will be authorized through the passing of a by-law.

It is agreed that the tender quantities are estimated only and 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 tendering procedures will comply with the Township of North Dundas. Procurement Policy, established in 2007 Policy no 15-2007.

Lowest or any tender not necessarily accepted.

I/We (the Contractor) promise to commence work on or before \_\_\_\_\_ (to be completed by Contractor) and to diligently perform the work without undue delay and further promise to complete the work on or before the date(s) specified on each tender item.

BY: \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
e-mail address                      Fax Number

\_\_\_\_\_  
Signature of Person Signing for Firm

**TENDER NO. 04-2019 -SURFACE TREATMENT**

The Township of North Dundas will accept tenders in sealed envelopes until **11:00 a.m. on Friday April 5<sup>th</sup>, 2018** to supply and apply:

**Double Surface Treatment:** consisting of HF-150 P (Polymer) emulsion and 5/8" aggregate for the first lift plus HF-150 P and 3/8" stone chips for the top lift.

**Single Surface Treatment:** would consist of HF-150 P (Polymer) emulsion and 3/8" stone Chip for the top.

- ⇒ HF-150 P (Polymer) Double Application Rate = 3.2 litres per square metre.
- ⇒ HF-150 P (Polymer) emulsion are to conform to OPSS 1103.
- ⇒ All aggregates are to conform to OPSS 304.
- ⇒ First lift aggregate application rate = 19.3 kg/m<sup>2</sup>
- ⇒ Top lift aggregate application rate = 17.1 kg/m<sup>2</sup>

**Fog Seal:** The bituminous fog seal shall consist of emulsified asphalt Clean Bond Coat emulsion or approved equivalent and shall conform to OPSS 1103 and must be uniformly sprayed on the road surface by means of an approved pressure distributor at a rate no less than 0.45l/m and no more than 0.70 l/m.

Use clean sand as a blotter if necessary, that meets the requirements of a class 4 in table 1 of the OPSS1106.

The temperature of the bituminous material, at the time of application, shall be as directed but not less than 20 Celsius and not more than 70 Celsius.

The asphalt emulsion shall be diluted with water, 50% by volume, to improve material application and distribution characteristic.

**SIDEROADS AND PAVED ENTRANCES**

Intersecting side roads shall be surface treated to right-of-way limits and shall include all radius tapers, unless specified otherwise by the Public Works Director or designate.

Existing paved entrances paved up to the edge of road must be tied in as per requirements of the Public Works Director.

**Item No. 1 – Marionville Rd**

From County Road # 7 to the County Rd 32 Finch Boundary  
 To supply all materials and apply **Double High Float** surface Treatment with **Fog Seal** for approximately 4.3 km, 7 meters wide.

Unit	Quantity	Unit Price Excluding Tax	SUB-TOTAL
Square Meters	30,100	\$	\$

**Item No. 2 – Mountain Boundary Rd**

From French Settlement Rd to Loughlin Ridge Rd.  
 To supply all materials and apply **Double High Float** surface treatment for approximately 2.7 km, 7 meters wide.

Unit	Quantity	Unit Price Excluding Tax	Sub-Total
Square Meters	18,900	\$	\$

**Item No. 3 – Cameron Rd**

From County Rd 1 to Edward Scott Rd.  
 To supply all materials and apply **Double High Float** surface treatment with **Fog Seal** for approximately 4 km, 7 meters wide.

Unit	Quantity	Unit Price Excluding Tax	Sub-Total
Square Meters	28,000	\$	\$

**Item No. 4– Connaught Rd**

**From County Rd 7 to the Finch Boundary**

To supply all materials and apply **Double High Float** surface treatment with **Fog Seal** for approximately 4 km, 7 meters wide.

Unit	Quantity	Unit Price Excluding Tax	Sub-Total
Square Meters	28,000	\$	\$

**Completion Date – August 24, 2018**

**Items 1 To 3    DO NOT INCLUDE APPLICABLE TAXES**

**TOTAL** \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No. \_\_\_\_\_ Business No. \_\_\_\_\_

All work must be completed on or before **August 30, 2019**  
 A \$300.00 per day penalty shall be applied for work done after completion date **August 30, 2019**

No work shall be done on a Saturdays, Sundays or Statutory Holidays.  
 Lowest or any tender not necessarily accepted.

Dan Belleau, Public Works Director  
 Office: 613-774-2105

Township of North Dundas  
Surface Treatment Tender No. 04-2019

Cell: 613-223-2126  
Email: [dbelleau@northdundas.com](mailto:dbelleau@northdundas.com)

The Township of North Dundas is committed to providing quality goods and services that are accessible to all persons that we serve. Documents are available in various accessible formats upon request. Individuals are advised to contact the Township Office and the Township will work with the individuals to provide a format that meets their needs. Information is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act and is subject to this act.