



AUGUSTA TOWNSHIP

CONTRACT 2024-08

HOT MIX PATCHING

Name of Tenderer (The Contractor)

Address of Tenderer, including Postal Code

Telephone Number

Fax Number

Email

Name and Position of Person Signing for Contractor

TENDER FOR: Hot Mix Patching

Location A: 4th Concession Road from Charleville Road to Hillbrook Road

Location B: Blue Church Road from Lords Mills Road to County Road 26

TENDER CLOSING DATE: 3:00 pm, Thursday, May 2, 2024

Tenders Received by:

Annette Simonian – Clerk

Corporation of the Township of Augusta

3560 County Rd 26,

Prescott, ON K0E 1T0

Lowest or any tender not necessarily accepted.



AUGUSTA TOWNSHIP

To: Mayor and Council of the Township of Augusta

Ladies and Gentlemen:

The Bidder has carefully examined the Plans, Provisions, Specifications and Conditions described herein as part of the work to be done under this Contract. The Bidder understands and accepts the said Plans, Provisions, Specifications and Conditions and, for the prices set forth in this Tender, hereby offers to furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the said Plans, Provisions, Specifications and Conditions.

The Bidder understands and accepts that the quantities shown are approximate only, and are subject to increase, decrease or deletion entirely if found not to be required. Part or whole of this Contract is contingent upon the budget approval of the Township of Augusta.

Attached to this Tender is a certified cheque for the sum of:

Dollars \$ _____

which is equal or greater than the amount specified in the “Table of Contractor’s Tender Minimum Deposit Required”, as provided in this tender document, and made payable to the Township of Augusta. The cheque shall constitute a deposit which shall be forfeited to the Township if the successful Bidder fails to fulfil their obligation under the terms of this Contract.



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SPECIAL PROVISIONS – GENERAL

1. Tender Closing

SEALED TENDERS clearly marked as to contents, will be received by the undersigned or is designated representative until **3:00 p.m., Thursday, May 2, 2024**, at the Township of Augusta Administration Office. Bids received after closing time will not be considered.

Tenders shall be addressed to:

Annette Simonian, Clerk

Township of Augusta

3560 Township Road 26 RR2

Prescott, ON K0E 1T0

Questions or concerns about this tender should be directed to:

Jon Stadig, Acting Manager of Public Works

Tel. No. (613) 925-4231 ext. 303

E-mail: jstadig@augusta.ca

2. Tender Submission

One copy of the completed tender shall be submitted on the forms provided. All information shall be shown in the spaces provided including the signature of the Bidder with their address and telephone number. Tender Forms must be properly signed and witnessed or signed and sealed if the bidder is a corporation. Any Tender Offer sent by fax will be disqualified.

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item clearly shown. Tenders which are incomplete, conditional, or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to the Township form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in the Special Provisions.

The contract documents shall consist of all pages of the Tender or Quotation documents issued by the Township, and the Contractor's submission. Do not remove any pages from the Township form(s).



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3. **Order of Precedence**

Order of precedence shall be per *General Condition 2.02* with the exception that General Condition 2.01.01 a) is hereby replaced with the following:

2.01.01 a) The location of all mainline underground Utilities that may affect the Work shall be determined and arranged by the Contractor.

4. **Clarification of Documents**

Any clarification of the Township documents required by the Bidder prior to submission shall be requested in writing through the Township of Augusta. Any such clarifications so given shall not in any way alter the Township documents and the Contractor and Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents during the period prior to submissions. Alterations will be issued to Bidders as written addendum only. In the submission, the Bidder shall enclose all addendum that were considered when the submission was prepared.

5. **Right to Accept or Reject Tenders**

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

Tenders which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township. The placing in the mail or delivery of a notice of award to the Company address given in the submission shall constitute notice of acceptance of the tender.

6. **Unacceptable Tenders**

Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced Tender be considered. The Owner and the Engineer will be the sole judges of such matters, and should any Tender appear to be unbalanced, then it will be rejected by the Owner.

7. **Tender Results**

The names of the Bidders and total bid prices will be made available at the Public Opening.



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8. Clarification of Work

Where the Contractor requests clarification on items provided herein to complete the work, the Contractor and the designated Township Representative(s) will agree upon the work required and a written Clarification Document will be agreed upon and signed by both the Contractor and the Township prior to the work being completed.

9. Progress of the Work and Time of Completion

Time shall be of the essence in this contract.

The Contractor shall diligently prosecute their work on this Contract to completion on, or before, the

30th day of August 2024

If this time limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional equipment and/or augmented daylight shifts will be required through the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the limit specified. Any additional costs occasioned by compliance with these provisions will be included in the prices bid for the various items of work and no additional compensation will be allowed, therefore.

Working time shall be charged until the date of acceptance of the work by the Township at which time all work required in the Contract, including all final clean-up and trimming, shall be completed.

An extension of time may be granted, in writing, by the Engineer in the event of the work being delayed beyond the prescribed time for completion. Such extensions shall be for such time as the Engineer may prescribe, and the Engineer shall fix the terms on which the said extension may be granted. An application for an extension of time shall be made, in writing, by the Contractor to the Township at least fifteen (15) days prior to the date of completion fixed by the Contract as per GC 3.06. The date of expiry of all bonds or other surety furnished to the Township by the Contractor shall be extended at the expense of the Contractor to at least two (2) months beyond the extended date of completion, and the Contractor shall furnish the Township with evidence of such extension of the bond or other surety.



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Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Township whatsoever under this Contract, and all such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work and whenever in this contract power or authority is given to the Township or the Engineer or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the work but also in the event of the same happenings after the time so limited in case of the Contractor being permitted to proceed with the execution of the work under time granted by the Township. In the event of the Township granting an extension of time, time shall continue to be deemed of the essence of this Contract.

Once the Contractor has commenced the project, he shall not leave the project for any period of time under any circumstances. If the Contractor elects to do so, there will be liquidated damages applied to the Contract under section 27 Liquidated Damages for everyday away from the project that isn't approved. The Contractor must provide a written absence request from the project with a specific timeline to the Township for approval.

10. Changes in the Work

General Condition 3.10.01 stipulates that the Owner or Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with the Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.

In addition to the above *General Condition 3.10.01* the Township of Augusta requires that the amendment to the contract or item(s) of contract will be in the form of a Change Order or Change Directive and will be signed in agreement by the Contractor and the Contract Administrator prior to proceeding with the work.

11. Insurance

The Contractor must provide to the Township, a copy of a "Certificate of Liability Insurance" prior to commencement of the work as per *General Conditions 6.03.01*.

12. Execute Contracts

Unless otherwise specified in these documents, this tender constitutes an irrevocable offer to provide the goods and/or service described herein for a period of 60 days from the closing date of the receipt of tender. After this time, the Tender may only be accepted with the consent of the successful bidder.



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13. Ability and Experience of Bidder

The Owner reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of enough capital, plant, and experience to successfully prosecute and complete the work in the specified time.

14. Governmental Requirements

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

15. Definition of Owner and Engineer

Wherever the word “Corporation”, “Authority” or “Owner” appears in this Contract, it shall be interpreted as meaning the “Township of Augusta”.

Wherever the word “Engineer” or “Contract Administrator” appears in this Contract, it shall be deemed to mean the “Public Works Manager of the Township of Augusta, or their designate”.

16. Health and Safety

The Township of Augusta is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents, and others on our premises.

The Contractor shall be the “Constructor” under the provisions of the Occupational Health and Safety Act.

Accordingly, all Contractors shall comply with General Condition 7.01 and the following:

- a. Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation, and with the Township of Augusta.
- b. Submit their Workplace Safety Insurance Board number.
- c. Include health and safety provisions in their management systems to reach and maintain a consistently high level of health and safety.
- d. Prior to commencement of work the Contractor will notify the Owner of all products controlled under the Workplace Hazardous Materials Information System (WHMIS) as per *General Condition 7.01.09* and ensure that workers in their employ are aware of hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.
- e. Provide a copy of the applicable WSIB Certificate of Clearance before starting a project, and upon completion as stipulated in *General Condition 6.05*.



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- f. Provide upon request a copy of your Company Health and Safety Policy as noted in *General Condition 7.01.08*.
- g. Upon request at any time from the awarding to the completion of the contract, submit proof of fulfillment of the above noted responsibilities.

17. Working Area

Working Area Conditions will comply with *GC 7.03* with the addition of the following:

Where no specific requirements for erosion and sedimentation control are defined in the contract, the Contractor shall take all necessary precautions to ensure that no deleterious materials enter any ditch, stream, pond, lake, or other water body because of the work on this contract.

The Contractor shall provide and maintain a portable toilet for the term of the contract.

18. Road to Remain Open to Traffic

The Contractor is advised that per *General Condition 7.07*, Township Road(s), on which the work under this Contract is located, shall always remain open to normal highway traffic during the execution of the work. The Contractor shall plan and carry out their operations in such a manner that this normal traffic is not unduly disrupted.

No detouring of traffic will be permitted without the written permission of the Contract Administrator in advance. Traffic may be reduced to a single lane during daylight hours with the use of traffic control persons and appropriate temporary signing, but the road must be re-opened for regular two-way traffic at the end of each workday.

19. Other Contractors Within or Adjacent to the Limits of the Contract

The Contractor is advised that as other work may be in progress within and adjacent to the limits of this Contract. He shall coordinate with other Contractors and Utility Companies, and they shall be allowed free access to their work at all possible times as per *General Condition 7.14*

20. Estimated Quantities

General Conditions of the Contract, *GC 8.01.02*, Variations in Tender Quantities, shall be deleted and replaced by the following:

“The estimated quantities set forth in the Tender are approximate only, and the basis of payment under this Contract will be the actual amount of work done and materials supplied.”



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21. Taxes

Federal Goods and Services Tax are applicable to all payments made under this Contract. The Contractor shall provide the Contract Administrator with their H.S.T. registration number which will be shown on all payment certificates issued by him. The Contract Administrator will add the 13% H.S.T. to all payments made under the Contract. Accordingly, the Contractor will not make any provision for H.S.T. in the prices tendered under this Contract.

22. Certification and Payment

Certification and Payment of the Contract shall be per *General Conditions GC 8.02.03 with the exception that GC 8.02.03.02 and 8.02.03.03 are hereby deleted.*

23. Liquidated Damages – GC 8.02.09

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the prescribed time as set forth in the Special Provisions, damage will be sustained by the Township and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Township will sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the Township the sum of

One Thousand Dollars (\$1,000.00)

per day for liquidated damages for each calendar days delay in finishing the work more than the time limit prescribed and it is agreed that this amount is an estimate of the actual damage to the Township which will accrue during the period in excess of the prescribed number of working days.

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

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any foreign state, fire, flood, epidemics, quarantine restrictions, embargoes, or delay of sub-contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the General Conditions, the completion date shall be adjusted as determined by the Engineer.



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24. Integrated Accessibility Standards Regulation (IASR)

The successful proponent must comply with all accessibility standards pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, Regulation 191/11. (The Act), the Contractor shall ensure that all their employees, agents, volunteers, or others who will be involved in providing service on behalf of the Township, receive training about the provision of goods and services provided to people with disabilities.

The Contractor shall submit to the Township, if requested, documentations describing their accessible 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 Contractors expense, to amend their training policies, practices, and procedures, if the Township deems them not to be following the requirements of the Regulation.

The Contractor shall only assign those employees who have successfully completed training, in accordance with Section 5 of the Integrated Accessibility Standards (IASR), to provide services on behalf of the Township.



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ITEMIZED BID:

In accordance with the first paragraph of this tender, the Bidder hereby offers to complete the work specified herein for the following unit prices:

ITEM NO.	SPEC NO.	DESCRIPTION OF ITEM	ESTIMATE QUANTITY	UNIT PRICE	TOTAL
A1	MUNI.310 S.P.	Hot Mix HL-3	200 tonnes	\$ _____ per tonne	\$ _____
B1	MUNI.310 S.P.	Hot Mix HL-3	100 tonnes	\$ _____ per tonne	\$ _____

Location A & B Total: \$ _____

TOTAL TENDERED PRICE (Section A & B) \$ _____

Dated at _____ this _____ day of _____, 2024

Company

Signature

Position



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The provisions of OPSS 706 shall apply except as amended or extended herein. All traffic control, procedures and devices shall be provided by the Contractor and conform to the requirements of the most recent version of "The Ministry of Transportation Ontario Traffic Manual (OTM) Book 7".

The cost of providing traffic control shall be borne by the Contractor and included in the unit prices in the form of tender.

The Contractor is responsible for the provision of the Control of Traffic for the duration of the contract including maintaining all portions of the road within the construction zone. Maintenance means: a) maintaining (including preventative maintenance and repairs) all portions of the road including shoulders in a good, safe, low risk condition, and b) keeping sideroads open and passable and c) keeping at least one (1) lane of traffic open for public use for the duration of the daily activity and d) fully reopening the road to traffic in both directions without restrictions at the end of each days production. The Contractor agrees to be responsible and hold the Township harmless for any claims within the construction zone or directly resulting from the Contractor's maintenance of the construction zone

The Contractor shall conform to the following requirements:

- Storage of materials and equipment shall be confined to one side of the road only, be clearly defined and visible and stored so as not to interfere with visibility and / or turning movements;
- Maintain access to all streets, laneways, pathways, and driveways at all times;
- All roadway excavations to be done one (1) lane at a time including backfilling and paving the same working day unless specified otherwise by the Owner
- At the pre-construction meeting, the Contractor shall provide a copy of their Traffic Control Plan template and a Schedule of Implementation of Traffic Control Devices for various stages of the Contract as required.
- The Contractor shall provide all temporary pavement markings as required and directed by the Owner for traffic control during construction.

Maintenance of traffic control devices shall include, but not be limited to, all regulatory and construction signage, daily inspection of the devices to ensure that they are clean and properly maintained and in the desired alignment as set out in the Traffic Control Plan. Cleaning and realignment of devices shall be performed as required with all devices being in accordance with the requirements of the Ontario Traffic Manual Book 7 at all times



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The Contractor shall notify Police, Fire, Ambulance, all school boards and any other relevant agencies upon which a disruption or restriction in the normal flow of traffic may affect the movement of their vehicles or their operation.

No separate measurement or payment will be made for any additional expense to the Contractor as a result of complying with the requirements and carrying out the work described above.

SPECIAL PROVISIONS – ITEMS

COMMON

SPECIAL PROVISIONS

Amendment to OPSS.706, November 2010

706.10 Basis of Payment

Subsection 706.10.01 is deleted in its entirety and amended with the following:

There will be no additional payment for traffic control.

Amendment to OPSS.710, November 2010

706.10 Basis of Payment

Subsection 710.10.01 is deleted in its entirety and amended with the following:

There will be no additional payment for temporary or short-term pavement markings.

HL-3 ASPHALT - ITEMS A1 & B1

Note: The Percent of Asphalt Cement (AC) Content for HL-3, shall have by mass minimum of 5.0%.

SPECIAL PROVISIONS

Amendment to OPSS 1103, November 2016

1103.05.01 Materials

Subsection 1103.05.01 is amended with the addition of the following:

Performance Graded Asphalt Cement shall be PGAC 58-28 for Locations A & B

Amendment to OPSS 1150, November 2010

1150.04.01.02.02 Mix Design Method



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Subsection 1150.04.01.02.02 is amended with the addition of the following:

Mix designs shall be completed by an appropriately certified third-party lab. Mix designs prepared by the Contractor shall not be accepted.

PRE-CONDITIONS OF AWARD

The following documents, as listed, shall be submitted by the selected Bidder prior to or at the time of signing the Contract.

- Township's Standard Insurance Certificate Form;
- A current copy of the Workplace Safety and Insurance Certificate of Clearance;
- The name and contact information of the responsible representative at the Surety for purposes of communication;
- Contractors traffic control plan.



AUGUSTA TOWNSHIP

CONTRACT NO. 2024-08

REHABILITATION OF MERWIN LANE

TERMS OF SERVICE AGREEMENT BETWEEN:

The **“Township of Augusta”**

(Hereinafter referred to as the **“Township”**)

and

(Hereinafter referred to as the **“Contractor”**)

This agreement is for _____(Contractor) to patch with HL-3 hot mix on 4th Concession Road and Blue Church Road for the Tender amount of \$ _____ plus applicable taxes. All work will be performed in accordance with Contract No. 2024-08, Ontario Provincial Standards Specifications (OPSS) and Special Provisions, attached.

Signed at Maynard this _____ day of _____, 2024.

Township of Augusta:

NAME & POSITION

SIGNATURE

NAME & POSITION

SIGNATURE

Contractor: _____

NAME & POSITION

SIGNATURE