



## **TYPE III MODIFIED MICRO-SURFACING**

Tender Number: 2023-006

Sealed Tenders will be received by: Township of Joly  
28 Municipal Lane (lower level)  
PO Box 519  
Sundridge, ON P0A 1Z0

Tender Closing Date and Time: Thursday, June 1, 2023 at 4:00 pm

Tender Opening Date and Time: Tuesday, June 13, 2023 at 4:00 pm

Tender Awarded: Tuesday, June 13, 2023 at 4:00 pm  
Electronically

Tender for: 1. Supply and place TYPE III Modified Micro-Surfacing Treatment to 3.1 kilometers of Double Surface Treatment on Forest Lake Road

**Lowest or any tender not necessarily accepted.**

**Bidder's Name:** \_\_\_\_\_

## TYPE III MODIFIED MICRO-SURFACING TREATMENT TENDER 2023-006

The Township of Joly is tendering for Type III Modified Micro-Surfacing Treatment to be:

1. Supply and apply Micro-Surfacing Treatment to Forest Lake Road starting at Joly/Strong Boundary Road east for 3.1 kms. as identified by orange stakes. This shall include the preparation of existing road surface and application of Micro-Surfacing Treatment. This shall include the supply and application of **Type III Modified Micro-Surfacing** all materials incorporated in the work shall meet the requirements as specified in **OPSS 336**. Aggregates shall be according to **OPSS 101**. Mineral filler shall be Portland cement, type GU, GL, according to **OPSS 1301**

Work to be completed by or before: August 25, 2023

### TENDER PROCEDURES

1. All inquiries concerning the tender, prior to the tender closing, shall be directed to Pat Stickland, Working Road Foreman 705-495-9486.
2. Notification of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

### TENDER REQUIREMENTS

1. A certified cheque or bank draft, made payable to the Township of Joly in the amount of 10% of the total tender must be submitted with the tender, for deposit purposes. The tender deposit cheques of the unsuccessful bidders, except the successful bidder will be returned within ten (10) calendar days of the tender opening. The tender deposit of the alternate bidder will be returned when the successful bidder has returned the executed Agreement and other applicable documents to the Township. The cheque of the successful bidder may be held for forty five (45) days after the municipality's acceptance of the completed work.
2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work. Coverage shall be at least \$5,000,000 per incident in the name of the municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
3. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.

4. In order to avoid any misunderstandings as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the bidder that the Occupational Health and Safety Act provides, in addition to other matters that:

A constructor shall ensure, on a project undertaken by the constructor that,

- i. the measures and procedures prescribed in this Act and the regulations are carried out on the project,
- ii. every employer and every worker performing work on the project complies with this Act and the regulations, and;
- iii. the health and safety of the workers on the project is protected.

When an unsafe act is being committed during the completion of this tender, the Working Road Foreman, or authorized designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.

5. The successful bidder is required to deliver proof of certification for Surface Miners Training, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.

**I have read and agree with the contents**

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**Signature of Bidder**

## **BASIS OF REJECTION OF TENDER**

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter, or by printer.
2. Tender must be in possession of the municipality by the closing date and time.
3. Tender must be on the form provided.
4. Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
5. All items must be bid.
6. Tender must not be restricted or modified in any way.

Attached to this tender is a Certified Cheque or Bank Draft, in the amount of 10% of the total tender, made payable to The Township of Joly. 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 perform the work in accordance with the conditions and specification referred to or contained in this tender.

It is agreed that the tender quantities are estimates only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality, this tender form becomes the "agreement for the performance of the work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of the tender opening.

I/We (the Contractor) promise to complete the work by or before August 25, 2023.

**I have read and agree with the contents**

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**Signature of the Bidder**



### **Force Majeure Clause**

The Contractor shall not be held liable or penalized under the terms of this Contract for failure to perform the Contract which is occasioned by war, an act of terrorism, strike, pandemic, epidemic, public health emergency, act of God, natural disaster, Order by a lawful governmental authority or any other casualty beyond the reasonable control of the Contractor (force majeure). For purposes of this Contract, the current COVID-19 Pandemic shall be deemed to be a continuing force majeure event. If the force majeure event causes the delay and performance of the Contract or a non-performance of the Contract, then the Contractor shall give notice in writing of its intent to rely upon this provision. The Contractor, upon giving written notice, shall secure the worksite utilizing best construction practices, in consultation with the Owner. Thereafter, the Contractor shall submit to the Owner, in writing, costs incurred or anticipated to be incurred by the Contractor on a weekly or bi-weekly basis as a consequence of the delay occasioned by the force majeure event and the owner shall pay the costs of the Contractor for the period that the Contractor cannot perform the Contract as a consequence of the force majeure event. The Contractor shall, at the request of the Owner, provided documentary proof of the expenses incurred. The Owner shall further extend the time for the performance of the Contract for a period that is equivalent to the time period of the force majeure event or longer as may be agreed upon between the Contractor and the Owner. The Owner shall pay the costs occasioned by the Contractor during this time of the non-performance on a weekly or bi-weekly basis as may be agreed upon between the Contractor and Owner. If a force majeure event results in a delay or non-performance of the Contract for a period of six (6) months or longer, then either party shall have the right to give written notice to terminate this Contract with immediate effect without liability toward the other party provided that the Owner shall pay the Contractor all amounts due under the Contract, to the date of such termination.

**Bidder Initial \_\_\_\_\_**

## **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 materials, except as otherwise provided in the tender, necessary to complete the work to the satisfaction of the municipality.

## **PAYMENT, HOLDBACK AND COMPLETION**

Payments will be made in full, after the completion of the contract to the satisfaction of the municipality.

## **PERFORMANCE EVALUATION**

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the municipality's contracts for a period of two (2) years.

## **ENGINEER, AUTHORITY, MINISTRY AND MUNICIPALITY**

The terms Corporation, Inspector, Engineer, Authority, and Ministry shall be deemed to be the municipality.

## **COMPLETION DATE**

The Contractor shall complete work by or before: August 25, 2023.

If the time limit is not sufficient to permit completion by the Contractor working on a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the work. For the purpose of this tender "Normal Hours" are defined as 7:00 a.m. to 5:00 p.m., Monday to Friday.

If the work is not completed by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the municipality a sum of \$500.00 per calendar day, for each day's delay in finishing the work, as liquidated damages. Delays due to weather will be taken into consideration by the municipality.

**I have read and agree with the contents**

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**Signature of the Bidder**

## **GENERAL CONDITIONS**

### **1.0 Ontario Provincial Standard Specifications and Form M-100**

Form M-100 "General Conditions of Contract" and the Ontario Provincial Standards Specifications apply on this contract, unless otherwise stated in the attached tender documents. The particular revision in effect at the time the contract is advertised shall apply. Where further detail or clarification is required reference shall be made to the appropriate Ontario Provincial Standard Specifications.

### **2.0 Payment, Holdback and Completion**

Paragraphs 1-4, inclusive of Form M-100, Subsection 108-3 are cancelled and replaced by the following paragraphs.

The municipality shall prepare the estimate. In addition to the normal 10% holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

As soon as possible following the certification of completion of the Contract, the municipality shall prepare the final estimate of payment and submit for certification by the Contractor and any sub-contractors. The Contractor shall return the certified final estimate and Worker's Compensation Board clearances within thirty (30) calendar days.

Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the municipality that the Contract is "complete". (See the Construction Lien Act).

**Bidder Initial \_\_\_\_\_**



## **TYPE III MODIFIED MICRO SURFACING TREATMENT**

1. This shall include the preparation of existing road surface and application of Type III Modified Micro-Surfacing Treatment to Forest Lake Road starting at Joly/Strong Boundary Road east for 3.1 kms. as identified by orange stakes. This shall include the supply and application of **Type III Modified Micro-Surfacing** all materials incorporated in the work shall meet the requirements as specified in **OPSS 336**. Aggregates shall be according to **OPSS 101**. Mineral filler shall be Portland cement, type GU, GL, according to **OPSS 1301**

### **PRODUCT TESTING**

The Contractor is responsible for inspecting, sampling, testing and submitting written approval of all materials no less than three (3) weeks prior to commencement of the work.

**The Contractor shall perform compatibility testing and provide the results to the Working Road Foreman no later than 5 business days prior to the start of construction.**

Work to be completed by: by **Friday August 25 2023**

### **DAMAGE BY VEHICLES AND OTHER EQUIPMENT**

If at any time, in the opinion of the Working Road Foreman, 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 the direction of the Working Road Foreman, 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 Working Road Foreman.

**I have read and agree with the contents**

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**Signature of the Bidder**



## **SPILLS REPORTING**

Spills or discharge 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 for with be reported to the Working Road Foreman. Such spills or discharges and their adverse side effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

## **ADDITIONAL WORK (ROADS)**

The Township may substitute and/or add another/additional Roads to the contract. The Contractor will maintain the unit prices for the additional roads with the same haul distances. If the haul distances can not be matched to the original haul distances, the costs of the additional haul distances will be negotiated by the Township and the Contractor.

## **GUARANTEE MAINTENANCE**

The guarantee maintenance period for the contract shall commence on the date of acceptance of the completed work and shall continue for a period of twelve (12) months. The Township will conduct an inspection with the Contractor before the expiry of the twelve (12) months maintenance warranty period. Any deficiencies found during this inspection, or at any time during the warranty period, shall be corrected by the Contractor at his/her expense within thirty (30) after being notified by the Township.

**I have read and agree with the contents**

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**Signature of the Bidder**

## **PROTECTION OF THE PUBLIC AND TRAFFIC**

All traffic control procedures and devices shall conform to the requirements of the following references:

- i. The Ministry of Transportation-Traffic Control Manual for Roadway Operations
- ii. The Ministry of Transportation-Ontario Traffic Manual
- iii. Canadian Government Specification Standard 62-GP-11, as amended, Reflective Materials and Surfaces

The Contractor will be responsible for maintaining one lane of vehicular traffic. Barricades, warning signs, lights, and all necessary detour signs within the limits of the Contract shall be maintained throughout the course of the work, all at the expense of the Contractor and to the satisfaction of the Working Road Foreman.

Materials and equipment shall not be stored within 4m of the travelled portion of the roadway. In addition, the Contractor shall, at his own expense, remove any equipment or material which the Working Road Foreman constitutes a traffic hazard.

## **TRAFFIC PROTECTION PLAN AND MEASURES**

The Contractor shall prepare detailed procedures for addressing the traffic protection requirements of the Occupational Health and Safety Act and Ontario Regulations for Construction Projects, Ontario Regulation 213/19 as amended by 143/99, 175/99 and 145/00 and they shall be provided to the Contractors' workers, the Township, and the Working Road Foreman.

The procedures must include protection for the Working Road Foreman and all Township personnel involved in surveying or inspection operations of the contract.

The Contractor shall have competent workers trained in the installation and removal procedures of roadside operations, as provided for in the Ontario Traffic Manual Publication-Book 7.

**I have read and agree with the contents**

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**Signature of the Bidder**

## CONTRACTORS EXPERIENCE, ABILITY, CAPITAL AND PLANT

The Township expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, capital and plant to enable them to prosecute and complete the contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

In order to aid the Township in determining the responsibility of each Contractor, the following statements are required and included as part of the Form of Tender:

Statement "A": Stating the Contractor's experience in similar work that was successfully completed.

Statement "B": Giving the name and address of each proposed Subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

Statement "C": Giving a list of the Bidder's senior supervisor staff to be employed on the contract with summary of the experience of each.

### STATEMENT "A" – Contractor's experience for references

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### STATEMENT "B" – List of Subcontractors

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### STATEMENT "C" – List of Senior Supervisors

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**I have read and agree with the contents**

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**Signature of the Bidder**

## TENDER 2022-001

The Township of Joly is tendering for **TYPE III Modified Micro Surfacing Treatment** material to:

### 1. Supply and apply on:

- a) **Forest Lake Road** (from Joly/Strong Boundary Road to approximately 3.1 km east to be identified with orange stakes)

#### Item 1 Unit Price

\$ \_\_\_\_\_ /M2 X 20,000 M2 =

Item 1 Price \$ \_\_\_\_\_

HST \$ \_\_\_\_\_

Item 1 Total Price \$ \_\_\_\_\_

**TENDER PRICE GRAND TOTAL** \$ \_\_\_\_\_

**INCLUDES ALL COSTS WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER.** Contractor to provide loaders, trucks, as required.

## MICRO SURFACING TREATMENT FOREST LAKE ROAD TENDER 2023-006

I/We (the Contractors) promise to complete the work by or before **August 25, 2023**.

Name of the Individual or Firm \_\_\_\_\_  
(hereafter referred to as the "Contractor")

Address \_\_\_\_\_

Email Address \_\_\_\_\_

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



Date \_\_\_\_\_

Office Person Signing for Firm \_\_\_\_\_

Witness or Firm Seal \_\_\_\_\_

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

**Lowest or any tender not necessarily accepted**