

## REQUEST FOR PROPOSALS (RFP) 05-2025 TOWN OF SHELBURNE

# HOT MIX ASPHALT SURFACING OF MUNICIPAL ROADS, LANEWAYS & TRAIL CONSTRUCTION



Closing Date: Tuesday, August 19, 2025
Time: 3:00 p.m. Eastern Time
SBA File No.: M25005

#### **RFP PREPARED BY:**

### S. BURNETT & ASSOCIATES LIMITED

Proposals received after the closing date and time will not be accepted.





July 29, 2025

Attn: All Interested Bidders

**Re:** Town of Shelburne

Hot Mix Asphalt Surfacing of Municipal Roads, Laneways & Trail Construction 2025

SBA File No: M25005

S. Burnett & Associates Limited (SBA) is requesting that your company provide a Proposal for various surface work improvements across three (3) areas within the Town of Shelburne. The following information is attached for your review:

- General Terms and Conditions
- Description of Works
- Schedule of Unit Prices
- Form of Proposal
- Appendix A: Figures

Please review the attached information and provide your bid on the form titled "Schedule of Unit Prices". Also, include your contact information and signature on the "Form of Proposal" addressed to Carey Holmes at the Town of Shelburne, <a href="mailto:cholmes@shelburne.ca">cholmes@shelburne.ca</a>. Proposals will be accepted until 3:00 p.m. Eastern Time on Tuesday, August 19, 2025

All inquiries shall be submitted in writing prior to **5:00 p.m. on Tuesday, August 12, 2025,** and will be replied to by **Thursday, August 14, 2025**. Enquiries are to be directed to Blake Aram, Civil Engineer, at: <a href="mailto:blake.aram@sbaengineering.com">blake.aram@sbaengineering.com</a>.

Due to the amount of proposed construction locations within the community, a <u>non-mandatory</u>, <u>but highly advisable</u>, pre-proposal Contractor's site visit is recommended. During the site visit all Contractors may conduct a general review of the proposed work to be undertaken. The site visit is scheduled for **Wednesday**, **August 6**, **2025**, **at 9:00 a.m. Eastern Time** and will begin at the back parking lot of the Town of Shelburne municipal offices located at 203 Main Street East, Shelburne, Ontario L9V 3K7. All participating Contractors must sign-in with the municipal engineer prior to the site visit.

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Proposals submitted by bidding Contractors will be evaluated based on the following criteria:

- Price;
- Schedule to complete the proposed works; and,
- Contractor qualifications and experience in completing similar projects.

The lowest of any proposal submitted will not necessarily be accepted.

The Ontario Provincial Standards – General Conditions of Contract shall apply for this project. A copy of the OPS General Conditions is available from the Engineer upon request.

Should you have any questions regarding the project, please our office at (519) 941-2949.

Yours Truly,

Blake Aram, P. Eng.

Civil Engineer

S. Burnett & Associates Limited

#### 1. GENERAL TERMS AND CONDITIONS

#### 1.1 Employment Insurance & Workplace Safety and Insurance

The Contractor shall at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The Contractor shall, at the time of entering into a Contract with the Town of Shelburne, provide satisfactory proof that all assessments or compensation payable to the Board have been paid and Town of Shelburne may, at any time during the performance or upon the completion of such Contract require a further declaration that such assessments or compensations have been paid.

A recent Certificate of Clearance shall be submitted with invoice(s) after completion and acceptance of the job. If the Contractor will be unable to produce a Certificate of Clearance as required because it claims it is an independent operator with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the Workplace Safety and Insurance Board of its status as an independent operator for the Contract, within five (5) days of receipt by the Contractor of the award letter or purchase order. Failure to do so will be considered breach of Contract.

The Contractor clearly understands and agrees that they are not, nor is anyone hired by the Contractor, covered by Town of Shelburne under the Workplace Safety and Insurance Board, the Unemployment Act, or any Act, whether Provincial or Federal, in respect of the bidder, their employees and operations, and shall upon request furnish the Town of Shelburne with such satisfactory evidence that he has complied with the provisions of any such acts.

If the Contractor fails to do so, the Town of Shelburne shall have the right to withhold payments of such sum or sums of money due to them that would be sufficient to cover their default and the Town of Shelburne shall have the right to pay same. Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. Town of Shelburne is not to be deemed the employer or the supplier of their personnel under any circumstances whatsoever.

#### 1.2 Health and Safety

The successful proponent shall comply with all conditions and regulations of the Occupational Health and Safety Act and all applicable regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of their work on this Contract.

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor, by submitting a bid and executing a Contract acknowledges by way of submitting a Proposal that they are the Constructor as defined by the Occupational Health and Safety Act.

The Contractor will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

#### 1.3 Ability and Experience of Bidder and Sub-Contractors

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

The Contractor agrees to submit a list of any Sub-contractors who will be carrying out any part of this Contract. The list shall show the names of the proposed Sub-contractors and for what work each Sub-contractor will be responsible. The Owner has the right to reject any of the Sub-contractors so named. In this event, the Contractor shall arrange to have the work completed by such other Sub-contractor as may be approved by the Owner.

Sub-contractors shall not be the General Contractor. The Contractor shall notify the Owner in writing of the names and positions of the persons so representing the General Contractor.

Proponents must submit references to illustrate that they have the ability and experience in the supply and installation of similar works. Also, the Town of Shelburne may investigate similar works done by the Proponent as it deems necessary.

#### 1.4 Responsibility & Protection of Existing Utilities, Services and Monuments

The Contractor shall note that overhead and underground utilities such as electrical, gas, telephone, cable television, watermain, sanitary and storm sewers, survey bars and monuments may not be accurately depicted on the drawing. It will be the Contractor's responsibility to contact all utility companies for information regarding their infrastructure, to exercise the necessary care in construction operations by obtaining locates from such utility companies and taking any other precautions to safeguard the infrastructure from damage. The Contractor will be liable for any damages to utilities.

#### 1.5 Scheduling Of Contract

The project shall be completed <u>no later than</u> October 24, 2025. Scheduling of work start-up and ongoing construction within the community will have to be coordinated with the Town of Shelburne to ensure minimal interruptions with local traffic and public access. The Contractor will provide all required Traffic Control and adhere to the Ontario Health & Safety Act and regulations relating to traffic control in maintenance and construction work zones required under the Ontario Traffic Manual Book 7.

#### 1.6 Reservation of Right

Proponents will not have the right to change conditions, terms or prices of the Proposal once the Bid has been submitted in writing to the Town of Shelburne, nor shall proponents have the right to withdraw a bid once it has been submitted.

#### 1.7 Conflict of Interest

The Client may, at its discretion, withhold the award of a Contract from the Proponent until the matter of a potential Conflict of Interest is resolved.

#### 1.8 Confidentiality

The Client and the Proponent agree that the content of each response to this RFP will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this RFP, each Proponent agrees not to disclose, at any times, these details. Only information subject to the Freedom of Information and Privacy Act may be disclosed. The Client agrees to notify the Proponent should a request for information be received.

#### 1.9 Pricing to Remain Firm

Pricing provided under this Request for Proposal shall remain firm for a period of 30 days from the date of closing this Request for Proposal. The schedule and requested completion time is based on an Award within 14 days of the closing of the RFP.

#### 1.10 Payment

Progress payments will be issued on a monthly basis within 30 days of the approved payment certificate. Payment will be for work completed by the Contractor as of the date of the invoice, upon recommendation and approval by the Consulting Engineer and the Town of Shelburne in accordance with the attached Schedule of Unit Prices form.

#### 1.11 Holdbacks

The standard 12 percent (12%) holdback of the total project cost will be held following Ontario Construction Lien Standards and, subject to completion acceptable to the Consulting Engineer and Town of Shelburne. Following a mandatory 60-day period following Substantial Completion and appropriate advertising in the Daily Commercial News (DCN), 10 percent (10%) of the holdback will be released to the Contractor. A 2 percent (2%) maintenance holdback will be held for the duration of a one (1) year for warranty on all goods and services provided by the Contractor. The provision of a one (1) year warranty does not supersede any additional warranty requirements stated in this RFP.

#### 1.12 Procurement Policy By-Law / Governing Law

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town of Shelburne's Procurement and Purchasing Policy. Any Contract resulting from this Request for Proposal shall be governed and interpreted in accordance with the laws of the Province of Ontario.

#### 1.13 Extent and Location of Work

The general scope of this Contract is for the preparation of the identified existing road surfaces and the supply and placement of hot mix asphalt and other materials at various locations within the Town of Shelburne.

#### 1.14 Existing Conditions

The Contractor shall cleanup and restore all disturbed areas to condition equal to or better than existing conditions.

#### 1.15 Applicable Standards

The Ontario Provincial Standards – General Conditions of Contract and the bylaws, policies and standards of Town of Shelburne shall apply for this project. A copy of the OPS General Conditions and the Ontario Building Code (OBC) are available from the Engineer upon request.

#### 1.16 Contractors Site Visit

Contractors shall note that a <u>non-mandatory</u>, <u>but highly advisable</u> site visit has been scheduled for **Wednesday**, **August 6**, **2024**, **at 9:00 a.m. Eastern Time**. The site visit will commence at the back parking lot at the Town of Shelburne municipal office located at 203 Main Street East, Shelburne, Ontario L9V 3K7.

#### 1.17 Questions / Clarifications

Enquiries regarding this RFP must be submitted to the project management consultant and should be directed to **Blake Aram, Civil Engineer, at blake.aram@sbaengineering.com**. No enquiries are to be directed to any other employee or elected Officials of the Town of Shelburne. Questions will be accepted until **5:00 p.m. on Tuesday, August 12, 2025.** 

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided in the form of an addendum. All addendums will be provided on or before **Thursday, August 14, 2025.** 

Any changes to the request for proposal, prior to the bid closing will be issued as an addendum. The Client and S. Burnett & Associates Limited will assume no responsibility for oral instruction or suggestions. Failure to acknowledge all addenda will result in your proposal being rejected.

All addendum / addenda will be provided via email only. It is the Bidders sole responsibility to respond to the email to notify of receipt. A bid received without addendum / addenda acknowledge and/or submitted as instructed will be rejected.

#### 1.18 Submissions

Electronic bid submissions of the complete Form of Proposal and Schedule of Unit Prices shall be received by:

Carey Holmes, AMCT
Director of Financial Services / Treasurer, Town of Shelburne cholmes@shelburne.ca

Submissions shall be provided in PDF format, via email by no later than:

#### 3:00 p.m. Eastern Time on Tuesday, August 19, 2025

#### 1.19 Harmonized Sales Tax (HST)

Bidders should prepare their proposals to include the current tax system which will be in place throughout the life of the Contract on the understanding that, once the transitional provisions are available, the Contract price will be adjusted, if necessary, so that the tax impact of the change is neutral to the Contractor, after taking into account the portion of the work affected by the change, any Input Credits received by the Contractor, and all other relevant factors, following the implementation of the Harmonized Sales Tax regime. In the event of any dispute between the parties concerning the necessary adjustment, the matter will be finally resolved by an independent audit firm acceptable to both parties.

#### 1.20 Insurance and Bonding

The Contractor shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The Contractor shall file with Town of Shelburne, together with the signed Contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of this Contract. Insurance shall be obtained from a company satisfactory to the Town of Shelburne.

The successful Contractor's policies of Insurance shall cover (the Contractor and all Sub-contractors) and shall name the Town of Shelburne and S. Burnett & Associates Limited as an additional insured. All insurance shall remain in effect for the duration of this Contact.

The Comprehensive General Liability Insurance shall:

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- a. Have a limit of liability not less than \$5,000,000 inclusive for any one insurance.
- b. Include insurance against liability for bodily injury and property damage cause by vehicles or equipment owned by the Contractor.
- c. Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without 30 days written notice to the Town of Shelburne.

The Bidder shall include with its proposal an Agreement to Bond, executed under corporate seal by the surety Company from which the Bidder proposes to obtain the required bonds. Only bonds issued by a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having as office in Ontario shall be accepted.

Prior to the execution of a Contract with the Client, the Bidder shall be required to provide to the Client a Performance Bond and a Labour and Materials Payment Bond, each in the amount of 50% of the Total Bid Price (including HST). This full cost of such bonds shall be deemed to be included in the Bid Price for the Contract. The Surety Bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

#### 1.21 Liquidated Damages

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 as set forth herein, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of \$500.00 plus all costs for Engineering fees and expenses with respect to inspection, Contract Administration and related works for the liquidated damages for each and every calendar days delay in finishing the work in excess of the number of working days prescribed or the completion date specified and it is agreed that this amount is an estimate of the actual damage.

The Owner may deduct any amount due under this paragraph from any monies 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 Owner.

#### 2. DESCRIPTION OF WORKS

The unit price bid for each item listed on the Schedule of Items and Prices shall include all labour, materials and equipment as required to complete the specified work as outlined herein. The Contractor shall be responsible for all surface work improvements as indicated within this bid document. Please refer to the attached **Appendix A: Figures** for locations of the proposed works.

As indicated in the proposal document cover letter, a <u>non-mandatory</u>, <u>but highly advisable</u> site visit is scheduled for **Wednesday**, **August 6**, **2025**, **at 9:00 a.m**. **Eastern Time**, and will commence at the back parking lot of Town of Shelburne municipal office located at 203 Main Street East in Shelburne, Ontario L9V 3K7. Contractors may choose to bring measuring and GPS devices to confirm locations and the extent of the roadway work to satisfy themselves. Additional costs shall not be entertained for items that are to be investigated prior to submission of bid.

The Contractor is to complete the specified work under the schedule of items as outlined below:

#### 2.1 Item 1 – Victoria Street (Main Street East to Andrew Street)

 The unit price bid shall include all labour, equipment and material for the milling, removal and disposal of existing roadway asphalt including placement and compaction of new hot mix HL₃ asphalt at 40 mm depth. Additional work will include reconstructing and resetting to grade existing structures.

#### 2.2 Item 2 – Old School Lane (West of Gordon Street)

• The unit price bid shall include all labour, equipment and material for the fine grading of the laneway to allow for the placement of a new 75mm HL3 surface course hot mix asphalt, to match current or improved grades. Additional work will include the supply and installation of one (1) trench drain and 300mm diameter HDPE outlet.

#### 2.3 Item 3 – Greenwood Park (Walking Trail Extension)

• The unit price bid shall include all labour, equipment and material for the extension of the existing asphalt surfaced walking trail within Greenwood Park to Tansley Street.

#### 2.4 Item 4 – Reconstruction of Townsend Laneway Entrance to Municipal Office (PROVISIONAL)

The unit price bid shall include all labour, equipment and materials for the reconstruction of the
Townend Laneway entrance to the Municipal Office located at 203 Main Street East. This includes
the relocation of the existing asphalt apron and replacement of concrete sidewalk, curb and
gutter. Additional work will be the installation of tactile walking surface indicators, subdrain and
restorations as required.

#### Note:

- 1. The Town of Shelburne reserves the right to add or reduce quantities to the Contract due to project budget constraints for all locations.
- 2. It is the Contractor's responsibility to secure and be familiar with the general conditions of the Contract document. Refer to OPSS Section GC1 Interpretation, Volume 1: General Conditions of Contract.
- 3. Work to be coordinated with Shelburne Public Works Department.
- 4. The Town of Shelburne shall have the first right of refusal for all asphalt grindings generated from milling operations.

#### 3. STANDARD SPECIFICATIONS

Unless otherwise noted, the Ontario Provincial Standards and Specifications (OPSS) and the Ontario Provincial Standard Drawings (OPSD) shall prevail.

The text of all OPSS is contained in the manual "Ontario Provincial Standard Specifications":

- Volume 7 Municipal Construction Specifications
- Volume 8 Municipal Materials Specifications

OPSD are contained in the manual "Ontario Provincial Standards for Roads and Municipal Services" Volume 3.

#### 3.1 Contract Drawings and Specifications

- a. The latest OPSS General Conditions of Contract shall apply to this Contract.
- b. Ontario Provincial Standard Specifications (most recent) shall apply and Ontario Provincial Standard Drawings (most recent) shall apply. These generally apply to construction projects and may not be required for non-construction projects.

#### 3.2 Order of Precedence

In case of any inconsistency of conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Proposal or any other document or writing the provisions of such documents shall take precedence and govern in the following order:

- a. Form of Agreement
- b. Addenda
- c. Specifications

- d. Standard Specifications
- e. Form of Proposal
- f. General Conditions of Contract
- g. Information to Bidders.

#### 3.3 No Increase In Rates

No claim for increase in rates in the Form of Proposal, or other prices quoted in the Contract will be entertained, nor shall the Bidder be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by the Municipality or their agents or employees or any other persons.

#### 3.4 Payments

Progress payments will be made as per OPS General Conditions, including holdbacks. Final payment will be made subject to OPS General Provisions of Contract, and the following conditions if applicable.

- a. For tax rebate claims by the Owner, copies of all invoices for materials supplied by the Contractor and permanently incorporated into the work, to include material costs and tax amounts paid.
- b. A statement defining the status of all damage or other claims received by the Contractor, resulting from the work (if required).
- c. Submission of material testing results indicating conformity with the applicable specifications.
- d. Submission of WSIB clearance certificate.

#### 3.5 Supply of Materials

The Bidder shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail. All materials, unless specified, must conform to the applicable industry standard.

The Contractor shall provide the Engineer with asphalt and concrete mix designs two (2) weeks prior to proposed construction dates.

The Municipality reserves the right to reject any supplier and or materials at the sole discretion of the Town of Shelburne.

#### 3.6 Notices, Permits and Licenses

The Bidder shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees for such notices, permits, licenses and inspections required to complete the Work.

#### 3.7 Bidder's Supervision on Site

The Bidder shall provide a competent representative to be constantly on site during all working hours and ongoing throughout the execution of the Works. The Bidder's representative shall, at all times, be in full control and be responsible for all activities and all phases of Work including those portions of the Works performed by sub-contractors.

#### 3.8 Bidder's Schedule and Hours of Work

The successful Bidder shall be required, within a period of seven (7) calendar days after receiving notice that their Proposal has been accepted, to submit to the Engineer for approval a detailed schedule with sufficient information to demonstrate completion of all aspects of the Works within the completion date requirements.

Under this Contract, the Contractor shall not work on Saturdays, Sundays or Statutory Holidays (except as instructed by the Engineer in case of an emergency or as approved by the Town of Shelburne).

The Contractor may commence operations in the morning at 7:00 a.m. with approval by the Town of Shelburne. All operations must be off of the road and secured for the evening no later than one half hour before sunset.

#### 3.9 Health & Safety and WSIB

The successful Proponent is required to conform with the Occupational Health and Safety Act related to the performance of the Contract. In addition, the successful Proponent will be required to supply the Municipality with a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every 60 days. Upon successful award, the Contractor must provide H&S policy documentation.

#### 3.10 Utilities

The Bidder is responsible for arranging public and private utility locates as required. It is the Bidders duty to ensure the correctness of the locates before performing work in a sensitive area.

#### 3.11 Layout of Work

The Town of Shelburne will provide layout of the limits of each roadway to be resurfaced and structures to be reconstructed.

#### 3.12 Quantities

The Engineer and Town of Shelburne reserves the right to alter the quantities or portion of the Work at any time.

#### 3.13 Disposal

Disposal of materials shall be the responsibility of the Contractor and shall be carried out in an environmentally acceptable manner. The Town of Shelburne reserves the first right of refusal for all material as desired, which includes all grindings generated from milling operations. The Town of Shelburne may accept disposal of pulverized material at the Shelburne Transfer Yard located at 601 Victoria Street.

#### 3.14 Private Property

The Bidder shall assume full responsibility for crossing or making use of private property and shall obtain all necessary permission in connection therewith.

#### 3.15 Method of Work

The work to be performed generally includes the supply and operation of contracted equipment to perform the duties as described in this document.

The scope of this Contract is as described in Section 2 and includes various surface works improvements to Municipal roads, laneways and walking trails.

The scope is meant to include the supply and mobilization of all materials, equipment, labour and safety devices as necessary.

#### Milling:

- Milling shall be to a depth as specified.
- The width shall be full lane of existing road surface (unless otherwise specified).
- Material to be disposed of by Contractor as approved by the Town of Shelburne.
- Milling of existing asphalt surfaces as described within the RFP document shall include: curb / edge treatments and end treatments within the unit cost.

- Measurements are in m<sup>2</sup>.
- All milled joints are to have appropriate warning signs installed in both directions to MTO Book 7 standards and painted with reflective orange paint to provide additional warnings to motorists.

#### Re-setting Manholes, Catchbasins and Valve Boxes:

- Precast Concrete Modular rings shall be used to set frame and grates / lids to finish grade asphalt.
- No cast iron or plastic lift rings shall be utilized in these operations.
- Structure shims to be utilized to ensure frames match existing road grade.
- All grates are to be placed on a full bed of mortar and set to match roadway crossfalls.
- Measurements are Lump Sum.
- All lifting adjustments are to be parged along their full exterior surface with an approved mortgage mix.
- Curb removal and replacement shall be included in the Lump Sum Item for all Catchbasin Adjustments. Curbing is to be removed and replaced a minimum of 0.3 m from edge of grate on both sides.

#### Asphalt:

- Asphalt resurface course shall be as specified.
- Asphalt shall be placed in 40mm (surface) lift or (as otherwise specified).
- Milled asphalt surface to receive uniformly applied <u>emulsified tack coat</u> prior to new asphalt meeting OPSS. Prov. 308 specifications.
- Hot mix asphalt padding to be used for correcting crossfall and profile deficiencies in the existing pavement before placing the levelling, binder, or surface course.
- Mix Design to MTO PGAC (58-28) material selection requirements must be provided to the Municipality and Engineer.
- Existing asphalt roadway surfaces following milling procedure shall be cleared of existing debris
  residual asphalt material and power swept to provide a clean prepared surface area to accept the
  new layer of asphalt.
- All asphalt mix designs shall be provided to the Engineer a minimum of two (2) weeks prior to proposed paving dates. All asphalt mixes shall meet the requirements as outlined in OPSS. Muni. 1150.

#### Concrete:

- Concrete shall be placed and consolidated to meet the requirements of CSA A23.1.
- Concrete shall be placed continuously. Cold joints will not be permitted.
- Concrete finishing shall be floated to a smooth uniform finish free of open texturing.

- Concrete curing shall be according to OPSS 904.
- Cold weather curing shall be according to OPSS 904.
- Hot weather concreting shall not be placed in air temperatures exceeding 35 degrees Celsius.
- Mix Design must be provided to the Municipality and Engineer.
- Concrete to be 32 MPa, Exposure Class C-2, nominal max aggregate size of 19.0mm.

#### **Drainage Work:**

- Trench drains are to be Zurn Z874-12 (300mm wide throat trench drain) or approved equivalent
- Trench drains to be complete with 300mm no-hub bottom outlet and galvanized frame.
- Trench drains to be embedded within minimum 100mm 32 MPa Concrete per manufacturers recommendations.
- Pipe to be HDPE Boss 2000 (320 Kpa stiffness) with Ultra Stab 75 joints.
- Pipe bedding and cover material to be Granular A to OPSD 802.010.
- Subdrain to be bedded in approved sand material.

#### **Granular Base Materials / Surface Preparation:**

- The Contractor shall strip, excavate and haul away all materials as required to the proposed granular base depths and widths specified in the Contract Drawings.
- All granular base materials shall be per OPSS MUNI. 1010 and compacted to 100% SPMDD.
- Subgrade shall be free of all organic, saturated and deleterious materials prior to placement of base materials.
- All granular surfaces are to be fine graded immediately prior to asphalt surfacing and shall be free
  of any rutting, potholing, ponding, etc.

#### **Restorations:**

- Contractor is responsible to restore all work areas to existing or improved conditions.
- All excess material will be removed from site and streets swept to eliminate any loose gravel.
- All existing drainage structures are to be protected during construction. Any materials that accumulate in catch basins or maintenance holes will be removed at the cost of the Contractor.
- It is the responsibility of the Contractor to adequately water sod for a minimum of 30-days following placement or until is stabilizes. Any sod that does not take will be replaced in spring 2026.

\*All materials shall be supplied and placed prior to October 25, 2025.

#### 3.16 Haulage Routes

The requirements of the General Conditions of Contract shall apply with the following Special Provisions:

- a. The Contractor shall at all times keep their haulage routes free from materials spilled on the street surfaces by their equipment and shall maintain the streets in clean condition to the satisfaction of the street authorities. Town of Shelburne or designate may inspect haulage routes, the site and adjacent premises daily and may halt operations or may carry out such additional cleaning operations, as he considers necessary, deducting the cost from monies due or to become due to the Contractor.
- b. No separate measurement or payment will be made for any additional expense to the Contractor as a result of the requirements under this subsection.

#### 3.17 Quality Assurance Testing

The Town requires the Bidder to engage the services of a Geotechnical company whose personnel and facilities have appropriate CCIL certification to provide QA testing on material used in the execution of this Contract. The General Contractor will be provided with a cash allowance intended to cover all materials testing (e.g.: compaction, and concrete testing) as deemed necessary by the Engineer over the duration of the project. The Engineer will coordinate all required testing with the geotechnical consultants.

The minimum testing requirements shall be in accordance with OPSS listed below. The geotechnical consultant will invoice the General Contractor on a monthly basis, for material testing that has been completed with test results provided and approved by the engineer.

The Consultant must carry out all sampling in accordance with accepted sampling methods in the presence of Municipal Staff. The sampling method is to be described on the report.

- OPSS 310 Construction Specification for Hot Mix Asphalt
- OPSS 100
   3 Aggregates Hot Mix Asphalt
- OPSS 1101 Performance Graded Asphalt Cement OPSS 1103 Emulsified Asphalt
- OPSS 1150 Hot Mix Asphalt
- OPSS 1350 Concrete Materials and Production, Design and Testing.

The General Contractor shall not be eligible for any markup on any invoiced amounts from the geotechnical consultant and provide the Engineer with their monthly invoicing for each payment claim.

#### 3.18 Quality Control

The Client reserves the right to sample and test materials on site. The Contractor shall co-operate with the Municipality in collecting quality control samples.

#### 3.19 Protection of Public and Traffic

All traffic control, procedures and devices shall be provided by the Contractor and conform to the requirements of the following references:

- The Ministry of Transportation "Ontario Traffic Manual (OTM) Book 7, latest revisions.
- The Ministry of Transportation "Manual of Uniform Traffic Control Devices" (MUTCD).

Traffic Control Plans shall be submitted to the Town of Shelburne and Engineer one (1) week prior to mobilization of the Contractor's forces.

The Contractor shall avoid the blocking of vehicular or pedestrian traffic for a longer period than is necessary for the proper construction of the Work.

It is the Contractor's responsibility to block off street parking areas prior to milling or paving works to avoid delays. The Contractor may block off designated street parking areas the night ahead of proposed works.

Construction signs, barricades, warning signs, lanterns, lights and all necessary detour signs within the limits of the Contact shall be maintained throughout the course of the Work, all at the expense of the Contractor and to the satisfaction of the Engineer.

Detour signing, in the event detours are required and/or permitted, outside of the Contract Limits shall also be carried out by, and at the expense of, the Contractor.

Roadway inspection tasks performed by Town of Shelburne staff shall be included in the Contractor's traffic control plan.

#### 3.20 Signalling

The Contractor shall provide, at their own expense, flag persons where additionally required for the direction of traffic. The flag persons shall be on duty continuously when construction is being carried out adjacent to traffic, unless directed otherwise by the Engineer.

#### 3.21 Notifications

SBA File No: M25005

It is the Contractor's responsibility to notify applicable utility and emergency services before closing any roadway to traffic. In the case where the roadway is utilized as a school bus route, the Contractor shall notify the appropriate educational authority. The notifications shall be made in writing, with copies provided to Jim Moss, Director of Development and Operations, the Town of Shelburne, via email at <a href="mailto:jmoss@shelburne.ca">jmoss@shelburne.ca</a>.

#### **FORM OF PROPOSAL**

Town of Shelburne

Hot Mix Asphalt Surfacing of Municipal Roads, Laneways & Trail Construction

SBA File No: M25005	
This proposal submitted by:	
	Name
	Company Name
	Address
	Telephone Number
	Email Address
	Signature
	Date of Submission
Conditions, Description of Works, Schedule of Ur Noto, I do hereby provide this F	nents related thereto, including the General Terms and hit Prices and Form of Proposal and Addendum / Addenda Proposal in accordance with the Proposal Documents and
all specifications, including detailed drawings	as may be supplied from time to time, to furnish all

following Sections. The undersigned agrees to accept as full payment, therefore, the sums calculated in accordance with the actual measured quantities.

materials, labour and equipment and all things necessary within the time specified as described in the

#### Notes:

- 1. Proposal to include Harmonized Sales Tax (HST).
- 2. Proposal provided is deemed to be valid for a period of 30 days from date of closing of proposals.
- All works to be completed by October 24, 2025, weather permitting, based on award of Contract within two (2) weeks 3. of date of closing of proposal.

SBA File No: M25005

### **SCHEDULE OF UNIT PRICES**

ITEM	DESCRIPTION OF WORKS	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
SCHEDULE 1: Victoria Street (Main Street East to Andrew Street)  Surface W				Surface Length: Surface Width: Radius/Aprons:	98.0m 13.6m 42.0m <sup>2</sup>
1 a)	Milling – Roadway including Intersection End Treatment (40mm-0mm Taper on End Treatments)	m²	1,374.80	\$	\$
1 b)	*Hot Mix Asphalt – HL3 at 40mm Including Intersection Quantities	m <sup>2</sup>	1,374.80	\$	\$
1 c)	Reconstruct Existing Maintenance Holes Incl. Full Replacement of Adjustment Units & Reset to Finished Grade	Ea.	2	\$	\$
1 d)	Reconstruct Existing Catch basins Incl. Replacement of Adjustment Units, Parging, Reset to Finished Grade, Concrete Barrier Curbing to 0.3m From Edge of Structure	Ea.	3	\$	\$
1 e)	Reset to Grade Watermain Valve Boxes	Ea.	3	\$	\$
				SUB TOTAL	\$

<sup>\*</sup>HMA padding may be required for correcting crossfall and profile deficiencies in the existing pavement surface before placing the surface course. Therefore, the Contractor to include this work in their unit price.

ITEM	DESCRIPTION OF WORKS	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
SCHEDULE 2: Old School Lane (West of Gordon Street)  Surface Length: Surface Width: Radius:					
2 a)	Fine Grading of Existing Surface Granular Material Incl. Removal and Disposal of Existing Granular Material as Required	m²	1,100.0	\$	\$
2 b)	Hot Mix Asphalt – HL4 at 75mm	m²	1,100.00	\$	\$
2 c)	Supply & Place Trench Drain Incl. Concrete Encasement and Connections	m	4.0	\$	\$
2 d)	Supply & Place 300mm dia. HDPE Storm Drain	m	11.0	\$	\$
SUB TOTAL				\$	

ITEM	DESCRIPTION OF WORKS	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
SCHEDULE 3: Greenwood Park Walking Trail Extension			Surface Length: Surface Width:	196.0m 3.0m	
3 a)	Excavate, Supply, Place & Compact Granular Base Materials for New Trail	m²	588.0	\$	\$
3 b)	Hot Mix Asphalt – HL4 at 75mm	m²	588.0	\$	\$
3 c)	Supply & Place Geotextile, Terrafix 270R or equivalent (PROVISIONAL)	m²	588.8	\$	\$
				SUB TOTAL	\$

ITEM	DESCRIPTION OF WORKS	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
SCHEDUL	E 4: Reconstruction of Townsend La	neway Entr	ance to Municipa	al Office ( <u>PROVIS</u>	IONAL)
4 a)	Removals Incl. Sidewalk, Curb & Gutter, Asphalt, etc.	LS	1.0	\$	\$
4 b)	Supply & Place Concrete Curb & Gutter OPSD 600.010 Incl. Drop Curb as Indicated	m	34.0	\$	\$
4 c)	Supply & Place Concrete Sidewalk OPSD 310.010 (125mm thick)	m²	44.0	\$	\$
4 d)	Asphalt Apron 50mm depth HL8 Base Course. 40mm depth HL3 Surface Course.	m²	35.0	\$	\$
4e)	Supply & Place Tactile Surface Indicators OPSD 310.039 (610mm x 610mm), Cast Iron, Coloured Red	Ea.	4.0	\$	\$
4f)	Supply & Place 100mm dia.  Subdrain  Pipe to be Perforated and  Wrapped in Filter Sock. Incl.  Connection to Ex. Catchbasin	m	36.0	\$	\$
4g)	Reconstruct Existing Maintenance Holes Incl. Full Replacement of Adjustment Units & Reset to Finished Grade	Ea.	2.0	\$	\$
4 e)	Boulevard Landscape Areas Incl. 200mm Depth Topsoil and Sod	m²	22.0	\$	\$
	·		ı	SUB TOTAL	\$

ITEM	DESCRIPTION OF WORKS	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
SCHEDULE	E 5: Allowances				
5 a)	Materials Testing Allowance	LS	1	\$7,500.00	\$7,500.00
				SUB TOTAL	\$7,500.00

Project No: M25005

SBA File No: M25005

# COST SUMMARY SCHEDULE OF ITEMS AND PRICES

#### S. Burnett & Associates Limited

Contractor: Address:

Contract Title: Town of Shelburne, Hot Mix Asphalt Surfacing of Municipal Roads, Laneways & Trail

Construction

	Construction		
	DESCRIPTION	CONT	RACT TOTAL
PRO	OVISIONAL ITEMS:		
1.	Victoria Street (Main Street East to Andrew Street)		\$
2.	Old School Lane (West of Gordon Street)		\$
3.	Greenwood Park Walking Trail Extension		\$
4.	Reconstruction of Townend Laneway Entrance (PROVISIONAL)		\$
5.	Allowances		\$7,500.00
		SUBTOTAL:	\$
		HST 13%:	\$
		TOTAL:	\$

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Estimated Cost of Material to be Incorporated in the Work:		\$
Estimated Cost of Labour and all Other Charges:		\$
Total (Must Equal Total Bid Price):		\$

#### **AGREEMENT**

THIS AGREEMENT made as of the <DATE> day of <MONTH>, 2025.

**BETWEEN:** 

#### **Town of Shelburne**

(hereinafter called "the Owner")

-and-

#### Contractor

(hereinafter called "the Contractor")

#### WITNESSETH

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

#### **ARTICLE I**

- a. This Agreement applies to the supply of labour, materials and equipment necessary for the Hot Mix Asphalt Resurfacing of Municipal Roads and has accepted the Bidder by the Contractor for the completion of such Works in Town of Shelburne.
- b. This Agreement, together with the Request for Proposal, constitute the "Contract" and are to be read herewith and form part of the Contract as fully and completely to all intents and purposes as through all the stipulations thereof had been embodied herein.
- c. That the date from which this Contract is to be in force is the <DATE> day of <MONTH> in 2025.
- d. Three (3) copies of the Contract have been signed for identification by both parties, which copies have been prepared by S. Burnett & Associates Limited, 210 Broadway, Unit 203, Orangeville, Ontario, L9W 5G4, acting as, and herein (and throughout the Contract) entitled the "Engineer".

#### **ARTICLE II**

#### THE CONTRACTOR UNDERTAKES AND AGREES:

a. To do all the work and furnish all the labour, materials, tools, plant, appliances and transportation necessary or proper for the performing and completing of the work required under this Agreement, as set forth in the plans and specifications and in the manner and within the time as specified within the General Plans & Conditions section of this document.

The said plans and specifications are intended to cover and provide for proper completed work in all respects, and everything necessary to carry out this intent which may reasonably be implied from the plans and specifications must be done by the Contractor, even if not particularly referred to in the plans and specifications.

b. To complete the work described in this Contract within the allotted time schedule.

All requests for extensions of said completion dates shall be by registered mail to the Owner and the decision of the Engineer with respect to such requests is to be considered final and binding upon the Contractor and the Owner.

- c. The Contractor shall guarantee the work free from any defects in materials and workmanship under normal operating conditions throughout the Period of Guaranteed Maintenance as defined within this Request for Proposal document.
- d. The decision of the Engineer is to be final and binding on the Contractor and the Owner as to the nature and cause of any imperfections and as to the remedy required for each and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Engineer within 48 hours after written notice may result in the Engineer having the work performed by others and the cost thereof being deducted from the amount due to the Contractor.
- e. To furnish the following articles to validate this Contract:
  - i. Evidence of Liability Insurance as per General Conditions of Contract;
  - ii. Current Clearance Certificate from Workplace Safety & Insurance Board.
- f. To furnish the items as listed within the Ontario Provincial Standards (OPSS. MUNI. 100) General Conditions prior to Release of Holdback and following the Owner's Final Acceptance of the work and prior to the Contractor being released from their responsibility.

## ARTICLE III

#### THE OWNER UNDERTAKES AND AGREES:

- a. To provide the Contractor with access to and use of their lands and premises to such extent as may be necessary for the continuous and unrestricted prosecution of the Contractor's operation.
- b. That the Contractor shall receive payment for work done, and materials supplied according to the unit prices contained in the Request for Proposal, in accordance with the provisions of this Contract. The unit prices will be applied by the Engineer to the actual quantities of work and materials supplied by the Contractor whether these quantities be more or less than those estimated on the said Request for Proposal or shown on the Contract Drawings.
- c. That the Contractor shall receive payments monthly, or one (1) payment the month following completion of the work should the said work be completed in one (1) calendar month or less, at the rate of 88 percent (88%) of the work actually done and materials in place, according to the estimate of the Engineer, less all forfeitures and deductions provided for in the Contract. These payments shall be authorized on Contract Payment Certificates issued by the Engineer, which will be based upon approximate estimates only, and must not be construed as an acceptance of the work so estimated or as an admission of liability by the Owner in respect thereof.

Within 60 days following the date of preliminary acceptance, when all the work has been substantially completed in accordance with the Contract, a Substantial Performance Payment Certificate will be issued by the Engineer at the rate of 98 percent (98%) of the whole amount due under this Contract.

Within 30 days following the date of Final Acceptance, a Completion Payment Certificate will be issued by the Engineer for the balance of Contract funds of 2 percent (2%) due to the Contractor.

**IN WITNESS WHEREOF** the Contractor and the Owner have respectively affixed their corporate seals and the hands of their proper officers on or about the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

"Contractor's Name"
Contractor
For the Contractor / Signature & Seal
-
Date Signed
Date Signed
Town of Shelburne
Owner
For the Owner / Signature & Seal
Date Signed
S. Burnett & Associates Limited
Engineer
Witness
Date Signed
24.5 0.0.154

**Appendix A** 

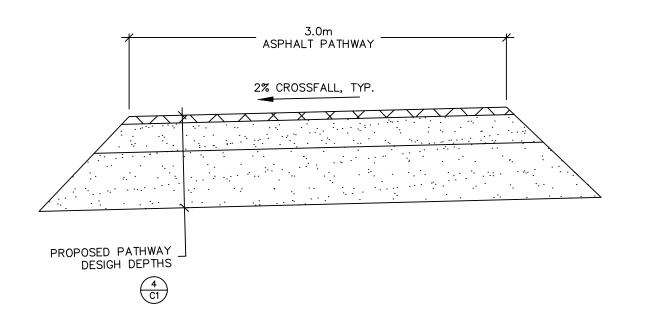
**Figures** 

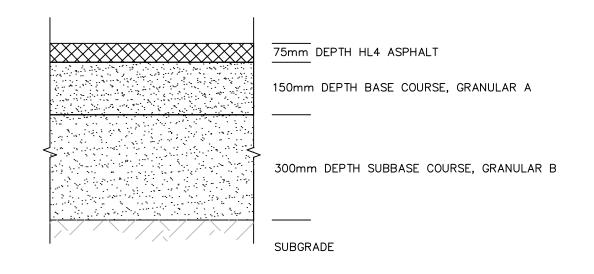
# **Contract Drawings Table of Contents**

Drawing No.	Drawing Title	Revision (Addenda No.)
C1	PROPOSED CONTRACT AREAS	
C1	PROPOSED PARKING LOT ENTRANCE UPGRADES	



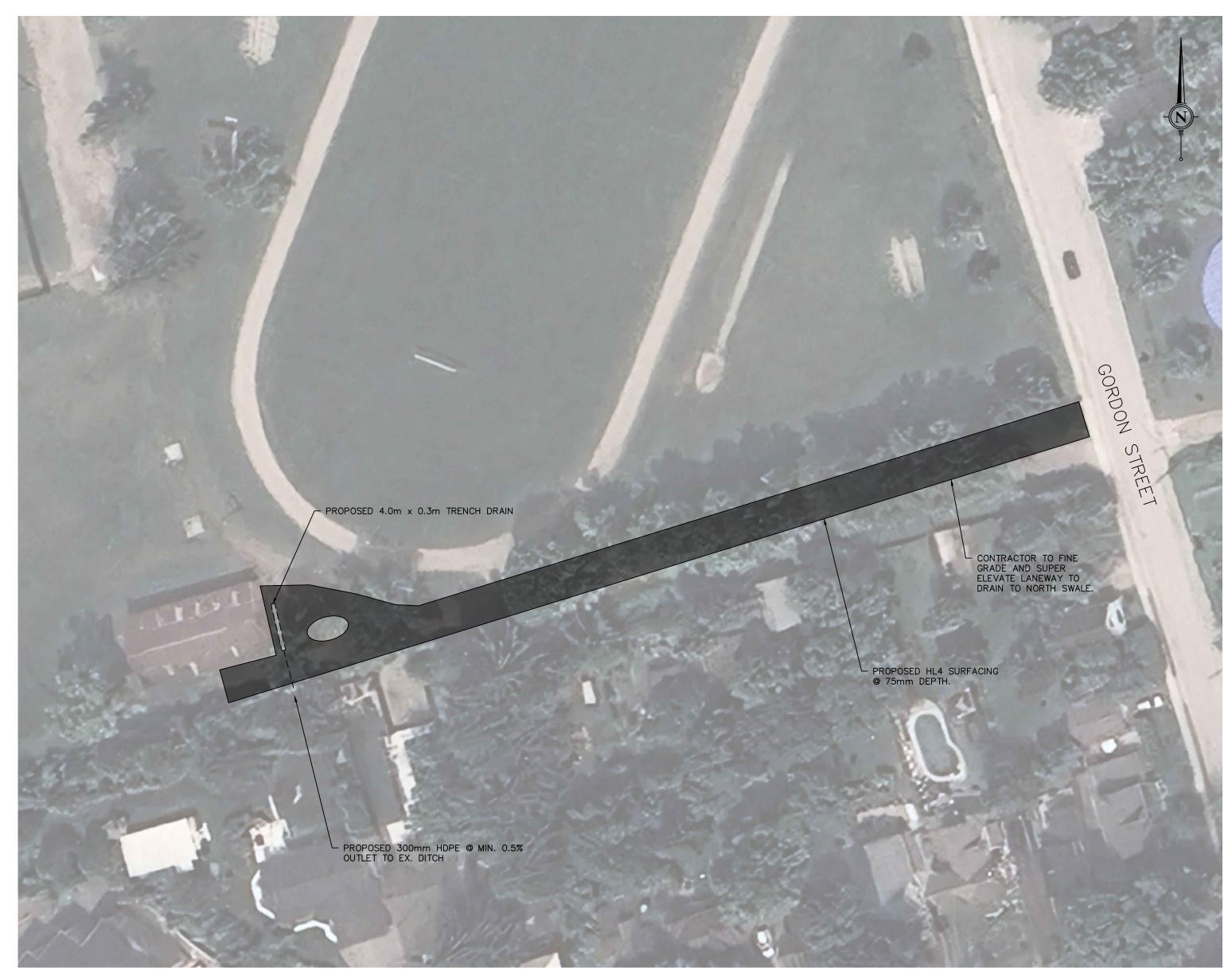






3 TYPICAL TRAIL SECTION

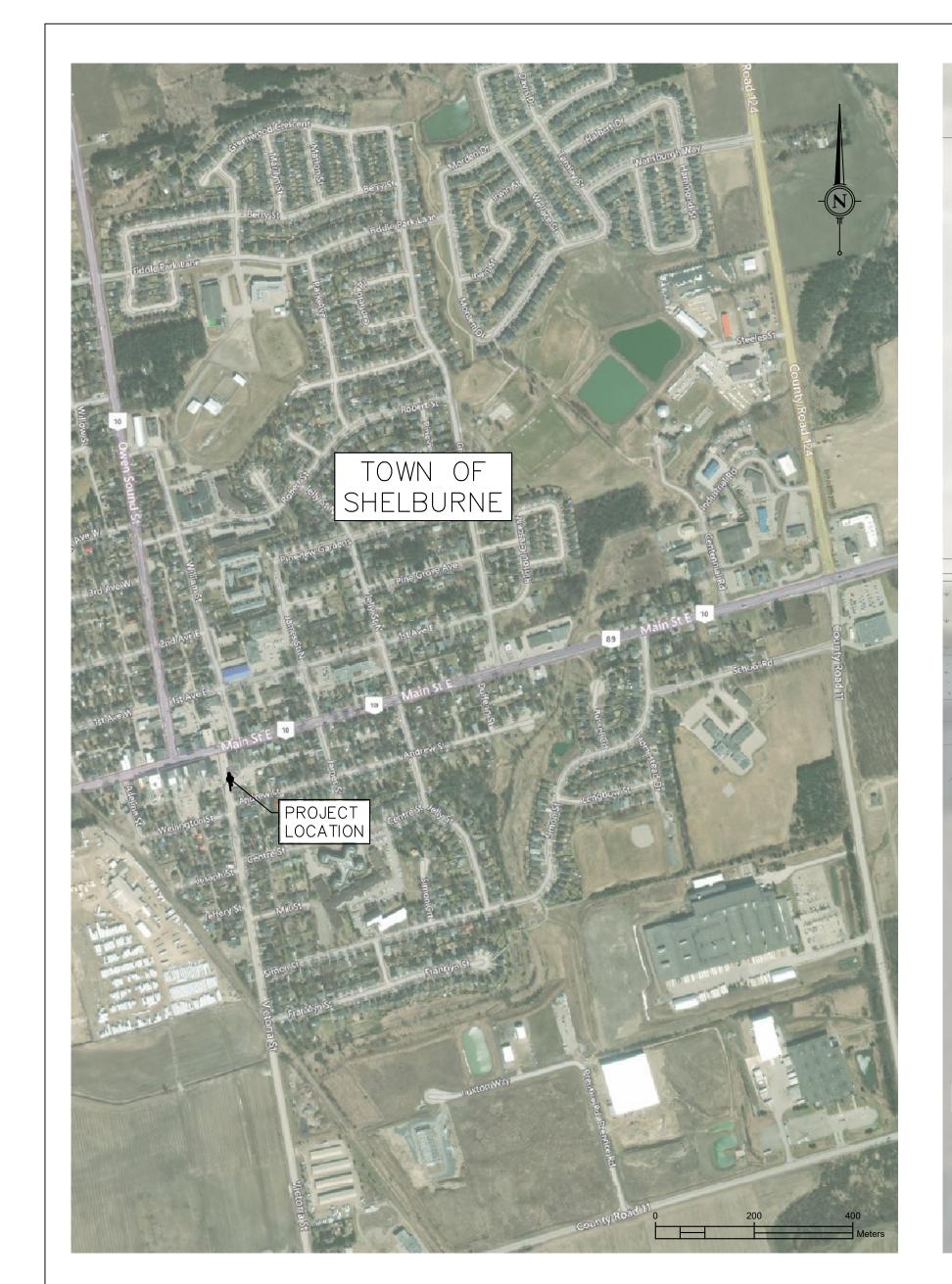
PROPOSED DRIVEWAY, ROAD, & MAIN
WALKING TRAIL DESIGN

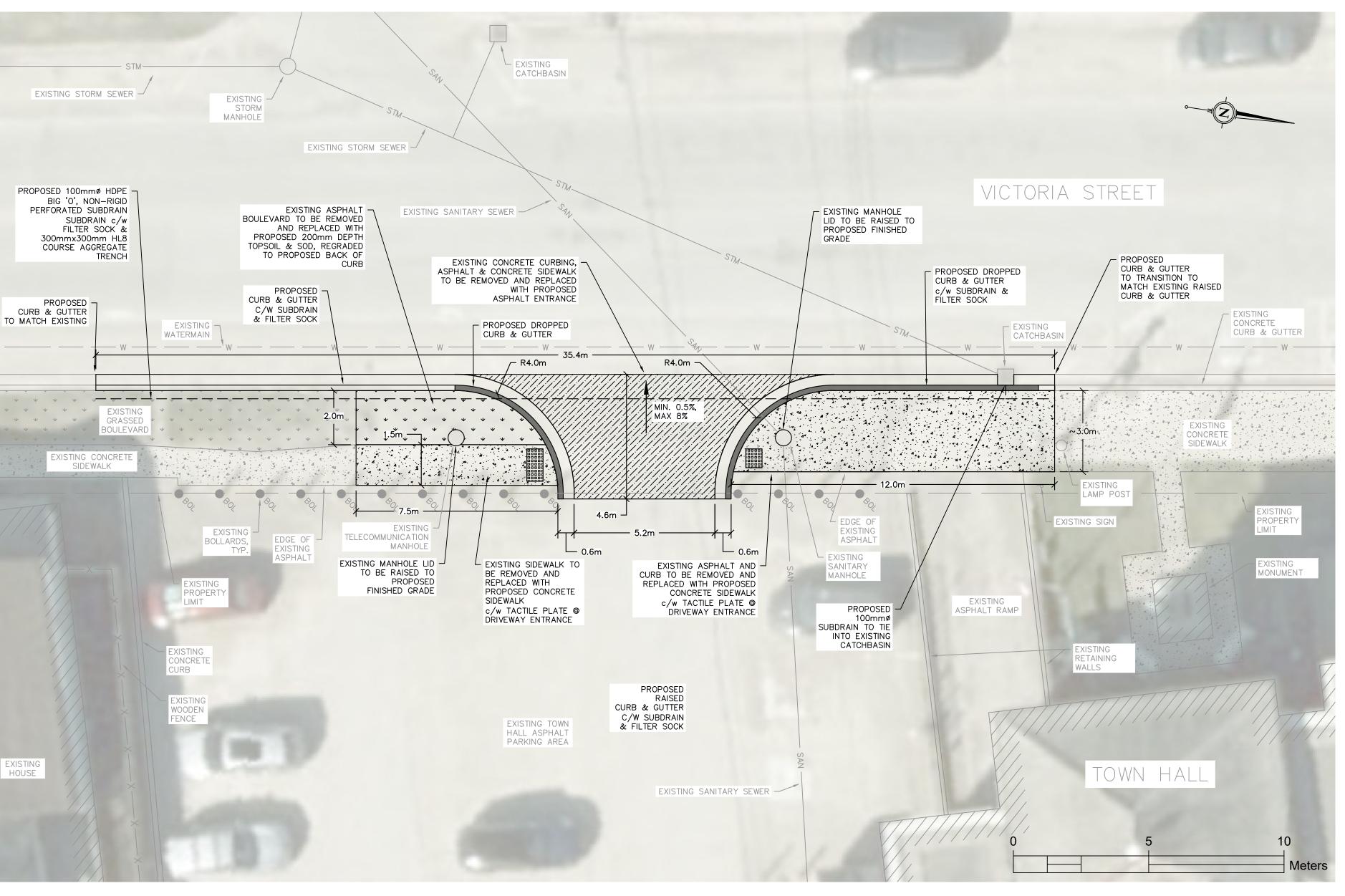


GREENWOOD PARK TRAIL EXTENSION
NTS

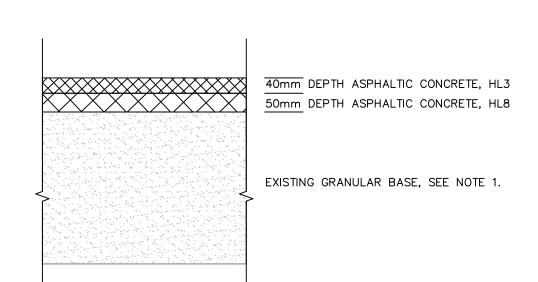
. THIS DRAWING IS THE EXCLUSIVE PROPERTY OF S. BURNETT & ASSOCIATES LIMITED AND THE REPRODUCTION OF ANY PART WITHOUT PRIOR WRITTEN CONSENT OF THIS OFFICE S.BURNETT S. BURNETT & ASSOCIATES LIMITED ENGINEERING AND ENVIRONMENTAL SERVICES ISSUE/REVISION DATE ISSUE/REVISION DATE TOWN OF SHELBURNE ENGINEERING & ENVIRONMENTAL SERVICES

210 BROADWAY, UNIT 203
ORANGEVILLE, ONTARIO L9W 5G4
TELEPHONE: 519-941-2949 FAX: 519-941-2036 IS STRICTLY PROHIBITED. 28-JUL-2025 ISSUED FOR REVIEW THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS AND DATUMS ON-SITE AND REPORT ANY DISCREPANCIES 2025 ROADS NEEDS OR OMISSIONS TO THIS OFFICE PRIOR TO CONSTRUCTION. THIS DRAWING IS TO BE READ AND UNDERSTOOD IN **C1** CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS PROPOSED CONTRACT AREAS APPLICABLE TO THIS PROJECT. M25005 AS NOTED DO NOT SCALE THE DRAWINGS.





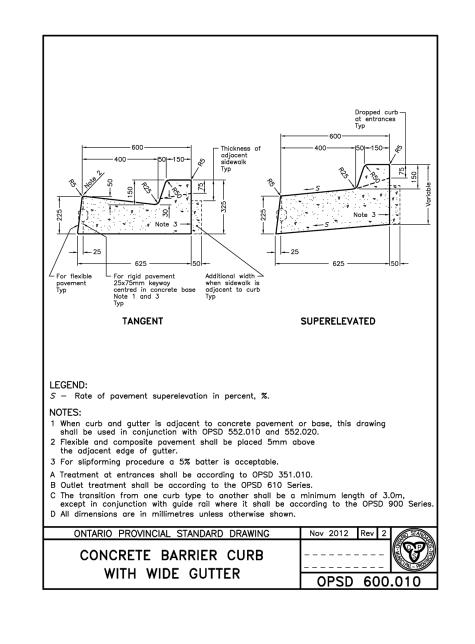


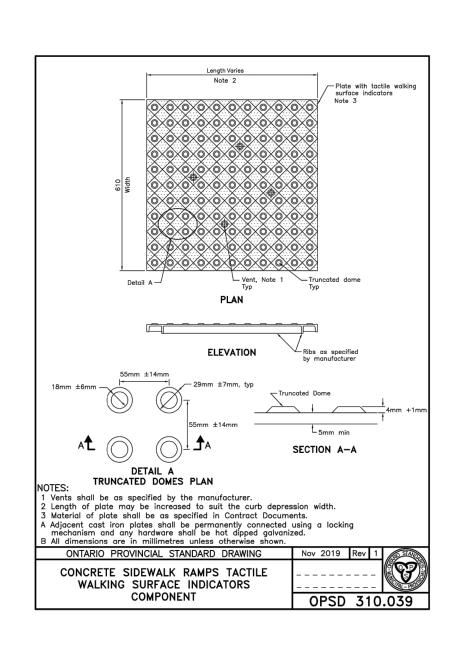


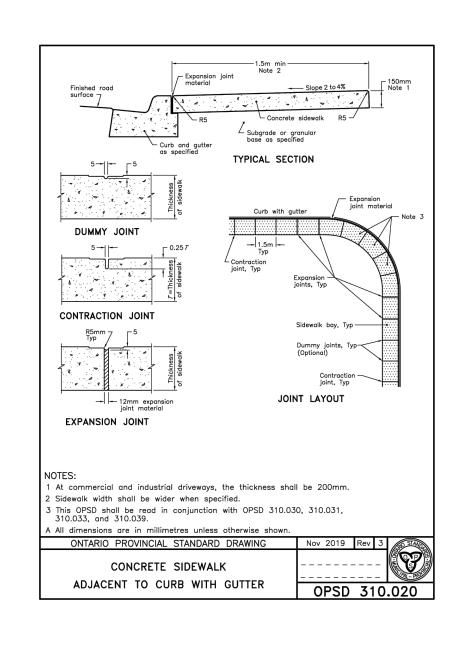
NOTE:

- 1. CONTRACTOR TO VERIFY SUITABILITY OF GRANULAR BASE FOLLOWING REMOVALS.
- 2. SEE SITE PLAN DRAWINGS FOR EXTENTS. MINIMUM 0.5% CROSSFALL.

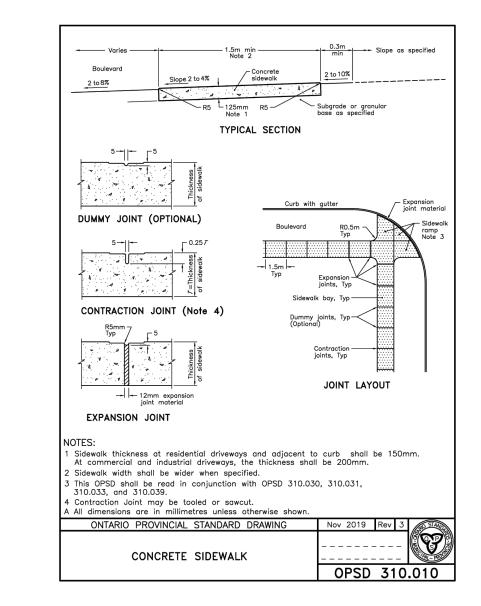
# PROPOSED ASPHALT ENTRANCE DESIGN NTS

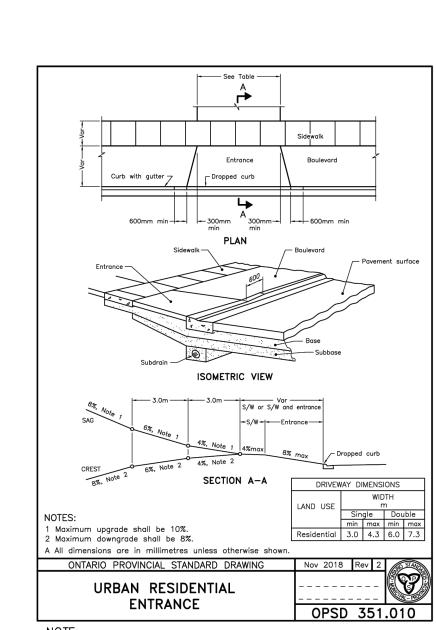






PROPOSED SITE PLAN





<u>LEGEND:</u>

EXISTING (AS SPECIFIED)

PROPERTY LINE

SANITARY SEWER

STORM SEWER

MANHOLE CATCHBASIN

BOLLARD

FENCE

BUILDING EXTERIOR

WATERMAIN

PROPOSED (AS SPECIFIED)

CONCRETE SIDEWALK (OPSD 310.010/300.020)

ASPHALT ENTRANCE (DETAIL 3/C1)

CURB & GUTTER (OPSD 600.010)

DROPPED CURB & GUTTER (OPSD 600.010)

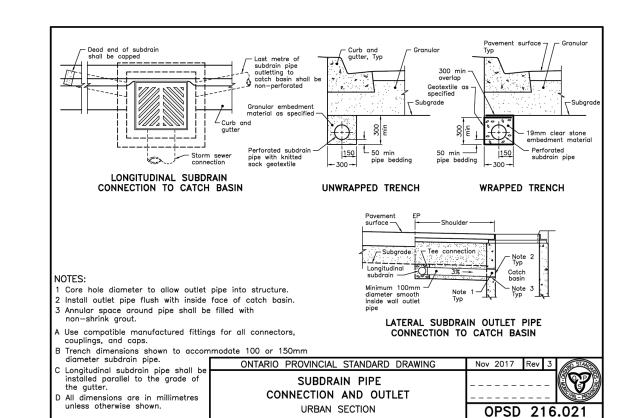
TACTILE PLATE INDICATOR (OPSD 310.020)

GRASSED BOULEVARD

---- SUBDRAIN c/w FILTER SOCK (OPSD 216.021)

NOTE:

1. PROPOSED LAYOUT VARIES FROM OPSD (EG. NO SIDEWALK OR CURBING ACROSS ASPHALT ENTRANCE).



PART WITHOUT PRIOR WRITTEN CONSENT OF THIS OFFICE IS STRICTLY PROHIBITED.

2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS AND DATUMS ON-SITE AND REPORT ANY DISCREPANCIES OR OMISSIONS TO THIS OFFICE PRIOR TO CONSTRUCTION.

3. THIS DRAWING IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT.

DO NOT SCALE THE DRAWINGS.

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& ASSOCIATES LIMITED AND THE REPRODUCTION OF ANY

 No.
 DATE
 ISSUE/REVISION
 No.
 DATE
 ISSUE/REVISION

 1.
 10-JUL-2025
 ISSUED FOR REVIEW
 PROF. STAMP

TOWN OF SHELBURNE

PROJECT

ROAD NEEDS 2025

TOWN HALL PARKING LOT ENTRANCE

DRAWING TITLE

PROPOSED PARKING LOT ENTRANCE UPGRADES

S.BURNETT S. BURNETT & ASSOCIATES LIMITED
ENGINEERING AND ENVIRONMENTAL SERVICES
210 BROADWAY, UNIT 203
ORANGEVILLE, ONTARIO L9W 5G4
TELEPHONE: 519-941-2949 FAX: 519-941-2036

B.A. DRAWN BY
D.S. VERIFIED BY
DRAWING No.

S.B.

M25005

**AS NOTED**