



S. BURNETT
& ASSOCIATES LIMITED
ENGINEERING & ENVIRONMENTAL

REQUEST FOR PROPOSALS (RFP) 10-2024

Town of Shelburne

Hot Mix Asphalt Resurfacing of Municipal Roads & Laneways 2024



Closing Date: Tuesday, September 10, 2024

Time: 3:00 p.m. Eastern Time

SBA File No.: M24010

RFP PREPARED BY:

S. BURNETT & ASSOCIATES LIMITED

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

www.sbaengineering.com | [f](#) [@](#) [in](#) [v](#)
Tel (519) 941-2949 | Fax (519) 941-2036 | info@sbaengineering.com
210 Broadway, Unit 203 Orangeville, ON L9W 5G4

August 22, 2024

Attn: All Interested Bidders

Re: Town of Shelburne
Hot Mix Asphalt Resurfacing of Municipal Roads 2024
SBA File No: M24010

S. Burnett & Associates Limited (SBA) is requesting that your company provide a Proposal for the milling / removal of existing pavement and resurfacing of three (3) existing municipal roadway and laneway 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: Figure

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, cholmes@shelburne.ca. Proposals will be accepted until **3:00 p.m. Eastern Time (local time) on Tuesday, September 10, 2024**

All inquiries shall be submitted in writing prior to **5:00 p.m. on Tuesday, September 3, 2024**, and will be replied to bidders **Thursday, September 5, 2024**. Enquiries are to be directed to Blake Aram, Civil Engineer, at: blake.aram@sbaengineering.com.

Due to the amount of proposed resurfacing locations within the community, a non-mandatory, but highly advisable, 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 **Thursday, August 29, 2024, at 9:00 a.m. Eastern Time** (local time) and will begin at the back parking lot of the municipal offices located at 203 Main Street East, Shelburne, Ontario. All participating Contractors must sign-in with the municipal engineer prior to the site visit.

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

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 no later than **October 25, 2024**. 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 non-mandatory, but highly advisable site visit has been scheduled for **Thursday, August 29, 2024, at 9:00 a.m. Eastern Time**. The site visit will commence at the Town of Shelburne municipal offices at 203 Main Street East in Shelburne, Ontario.

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, September 3, 2024**.

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, September 5, 2024**.

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, September 10, 2024

Email subject heading shall be provided as: (Your firm), Town of Shelburne, Hot Mix Asphalt Resurfacing of Municipal Roads 2024.

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 Contract.

The Comprehensive General Liability Insurance shall:

- 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 the milling removal of existing roadway materials and supply and placement of new asphalt within the designated roadways as indicated within this bid document. Please refer to the attached **Appendix A: Figure** for locations of the proposed works.

As indicated in the proposal document cover letter, a non-mandatory, but highly advisable site visit is scheduled for **Thursday, August 29, 2024, at 9:00 a.m. Eastern Time**, and will commence at the Town of Shelburne municipal offices at 203 Main Street East in Shelburne, Ontario. Contractors may choose to bring measuring and GPS devices to confirm location 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 – Pineview Gardens (Robert Street to 439 Pineview Gardens)

- 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 six (6) existing structures and replacement of concrete barrier curb and gutter.

2.2 Item 2 – Unnamed Laneway (Owen Sound Street to First Avenue)

- The unit price bid shall include all labour, equipment and material for the fine grading of the laneway including removal of approximately 75mm of existing asphalt and granular material to allow for new 75 mm depth HL₃ surface course hot mix asphalt to match current or improved grades. Additional work will include reconstruction and resetting to grade two (2) existing structures and the supply and placement of one (1) catchbasin frame and grate.

2.3 Item 3 – Nurse Dudgeon Lane (First Avenue to Second Avenue)

- The unit price bid shall include all labour, equipment and material for the fine grading of the laneway including removal of approximately 75mm of existing granular material to allow for new 75 mm depth HL₃ surface course hot mix asphalt to match current or improved grades. Additional work will include reconstruction and resetting to grade one (1) existing structure.

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 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 one (1) week 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 to the Municipality 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 utility locates. 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 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 for the milling of existing road surfaces, manhole, catchbasin and valve box resetting, supply and placement of hot mix asphalt at various locations within the Municipality.

The scope is meant to include the supply and mobilization of all materials, equipment, labour and safety devices as necessary. The Work locations are indicated on the attached map and in the Form of Proposal.

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 m².

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.
- Supplied catch basin frame and grates are to be per OPSD 400.010.
- All grates are to be placed on a full bed of mortar and set to match roadway crossfalls.
- Measurements are Lump Sum.
- 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 HL₃.
- Asphalt shall be placed in 40mm (surface) lift or *(as otherwise specified)*.

- Milled asphalt surface to receive uniformly applied emulsified tack coat 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.

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.

*All materials shall be supplied and placed prior to **October 25, 2024**.

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 1003 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:

- i) The Ministry of Transportation "Ontario Traffic Manual (OTM) Book 7, latest revisions.
- ii) 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.

Construction signs, barricades, warning signs, lanterns, 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 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

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 jmoss@shelburne.ca.

FORM OF PROPOSAL

Town of Shelburne

Hot Mix Asphalt Resurfacing of Municipal Roads 2024

SBA File No: M24010

This proposal submitted by:

Name

Company Name

Address

Telephone Number

Email Address

Signature

Date of Submission

Having carefully examined all Proposal Documents related thereto, including the General Terms and Conditions, Description of Works, Schedule of Unit Prices and Form of Proposal and Addendum / Addenda No. _____ to _____, I do hereby provide this Proposal in accordance with the Proposal Documents and all specifications, including detailed drawings as may be supplied from time to time, to furnish all materials, labour and equipment and all things necessary within the time specified as described in the following Sections.

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

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.
3. All works to be completed by **October 25, 2024**, weather permitting, based on award of Contract within two (2) weeks of date of closing of proposal.

SCHEDULE OF UNIT PRICES

| ITEM | DESCRIPTION OF WORKS | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|--|----------------|--------------------|---|-------------|
| SCHEDULE 1: Pineview Gardens (Robert Street to 439 Pineview Gardens) | | | | Surface Length: 251.0m Surface Width: 8.1m Radius/Aprons: 120.0m ² | |
| 1 a) | Milling – Roadway including Intersection End Treatment (40mm-0mm Taper on End Treatments) | m ² | 2,153.1 | \$ | \$ |
| 1 b) | *Hot Mix Asphalt – HL₃ at 40mm Including Intersection Quantities | m ² | 2,153.1 | \$ | \$ |
| 1 c) | Reconstruct Existing Maintenance Holes Incl. Full Replacement of Adjustment Units & Reset to Finished Grade | Ea. | 3 | \$ | \$ |
| 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) | Remove & Replacement of Concrete Barrier Curb & Gutter OPSD 600.040 | m(l) | 18.0 | \$ | \$ |
| SUB TOTAL | | | | | \$ |

*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: Unnamed Laneway (Owen Sound Street to First Avenue) | | | | Surface Length: 105.7m Surface Width: 4.6m-5.3m | |
| 2 a) | Removal of Existing Asphalt and Granular Materials 75mm Depth | m ² | 525.4 | \$ | \$ |
| 2 b) | Fine Grading of Existing Surface Granular Material | m ² | 525.4 | \$ | \$ |
| 2 c) | Hot Mix Asphalt – HL₃ at 75mm Including Intersection Quantities | m ² | 525.4 | \$ | \$ |
| 2 d) | Reconstruct Existing Maintenance Holes Incl. Full Replacement of Adjustment Units & Reset to Finished Grade | Ea. | 1 | \$ | \$ |
| 2 e) | Reconstruct Existing Catch basins Incl. Replacement of Adjustment Units, Parging, Reset to Finished Grade | Ea. | 1 | \$ | \$ |
| 2 f) | Supply & Replacement of Existing Catchbasin Frame & Grates OPSD 400.010 | Ea. | 1 | \$ | \$ |
| SUB TOTAL | | | | | \$ |

| ITEM | DESCRIPTION OF WORKS | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|----------------|--------------------|-----------------|--------------------|
| SCHEDULE 3: Nurse Dudgeon Lane (First Avenue to Second Avenue) | | | | Surface Length: | 112.0m |
| | | | | Surface Width: | 4.8m |
| | | | | Radius/Aprons: | 15.0m ² |
| 3 a) | Removal of Existing Granular Materials 75mm depth. Incl. Existing Asphalt Aprons | m ² | 552.6 | \$ | \$ |
| 3 b) | Fine Grading of Existing Surface Granular Material | m ² | 552.6 | \$ | \$ |
| 3 c) | Hot Mix Asphalt – HL₃ at 75mm Including Intersection Quantities | m ² | 552.6 | \$ | \$ |
| 3 d) | Reconstruct Existing Maintenance Holes Incl. Full Replacement of Adjustment Units & Reset to Finished Grade | Ea. | 1 | \$ | \$ |
| SUB TOTAL | | | | | \$ |

| ITEM | DESCRIPTION OF WORKS | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------------------------|-----------------------------|------|--------------------|-------------------|-------------------|
| SCHEDULE 4: Allowances | | | | | |
| 4 a) | Materials Testing Allowance | LS | 1 | \$3,000.00 | \$3,000.00 |
| SUB TOTAL | | | | | \$3,000.00 |

COST SUMMARY
SCHEDULE OF ITEMS AND PRICES

S. Burnett & Associates Limited

Project No: M24010

Contractor:

Address:

Contract Title: Town of Shelburne, Hot Mix Asphalt Resurfacing of Municipal Roads 2024

| DESCRIPTION | CONTRACT TOTAL |
|---|-------------------|
| <u>PROVISIONAL ITEMS:</u> | |
| 1. Pineview Gardens (Robert Street to 439 Pineview Gardens) | \$ |
| 2. Unnamed Laneway (Owen Sound Street to First Avenue) | \$ |
| 3. Nurse Dudgeon Laneway (First Avenue to Second Avenue) | \$ |
| 7. Allowances | \$3,000.00 |

SUBTOTAL: \$

HST 13%: \$

TOTAL: \$

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> , 2024.

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 2024.
- 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

Town of Shelburne

Owner

For the Owner / Signature & Seal

Date Signed

S. Burnett & Associates Limited

Engineer

Witness

Date Signed

Appendix A

Figure

