



**The Corporation of the County of Peterborough  
Bid Document**

**Request for Tender**

**Surface Treatment  
Tender #: T-03-2020**

**Tender Closing**

**Date: Tuesday March 26, 2020**

**Time: 2:00:00 p.m. (14:00:00 hours) local time**

**Location: The Corporation of the County of Peterborough  
County Court House  
470 Water Street  
Peterborough, Ontario K9H 3M3**

**Attn: Office of the Clerk**

**Late Bids Will Not Be Accepted.**

**The Corporation of the County of Peterborough reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids and reserves the right to call for partial supply of any of the works at any time.**

## Table of Contents

<b>Part “A” Information to Bidders .....</b>	<b>6</b>
1. Intended Use and Schedule of Work.....	6
2. Location.....	6
3. Applicable Document Fees.....	6
4. Bid Deposit Requirements.....	6
5. Performance Surety Requirements.....	6
6. Tender Award.....	7
7. Other Public Agencies .....	7
8. Inquiry.....	8
9. Amendments to "Standard Terms and Conditions" .....	8
<b>Part “B” Standard Terms and Conditions .....</b>	<b>9</b>
1. Definitions .....	9
2. Acceptance of Terms .....	9
3. No Indemnities from the County of Peterborough.....	9
4. Force Majeure .....	10
5. Conflict of Interest.....	10
6. Errors and Omissions .....	10
7. Bid Closing Time .....	11
8. Document Fees.....	11
9. Bid Requirements.....	11
10. Bidder's Statement of Understanding .....	12
11. Clarification of Bid Documents .....	12
12. Bid Deposit Requirements.....	13
13. Performance Surety Requirements.....	13
14. Insurance Claims Policy (CORP-09) When Claims Involve Contracted Companies .....	13
15. Insurance and Workplace Safety Insurance Board .....	14
16. Proof of Ability.....	14
17. Document and Site Review.....	14
18. Mandatory Requirement.....	14
19. Pricing Requirement.....	15
20. Terms of Payment .....	15
21. Terms of Payment – For Construction Projects .....	15
22. Delivery.....	15
23. Patents and Copyrights .....	16
24. Assignment .....	16
25. Occupational Health and Safety Act .....	16
26. Laws, Regulations, Permits, Fees and Licences .....	17
27. Substitutes and Alternates .....	18
28. Quantities .....	18
29. Samples.....	18
30. Quotation/Tender/Proposal Procedures.....	18
31. Contract Award.....	19
32. Contract Cancellation.....	19

33.	Availability of Labour and Escalation .....	20
34.	Correction of Defects .....	20
35.	Disclosure .....	21
36.	Debriefing.....	21
37.	Bid Protest Procedures.....	21
38.	Conflict of interest and Prohibited Conduct .....	22
39.	Freedom of Information .....	22
40.	Complaints .....	23
41.	Accessibility.....	23
42.	Human Rights .....	24
43.	Video Surveillance.....	24
<b>Part “C” Specifications .....</b>		<b>25</b>
1.	Scope of Work .....	25
2.	Specifications .....	28
3.	Site Preparation .....	29
4.	OPS General Conditions .....	29
5.	Definitions .....	30
6.	Warranty .....	30
7.	Schedule.....	30
8.	Protection of Public and Traffic General .....	30
9.	Spills Reporting and Containment .....	31
10.	Layout.....	31
11.	Operational Constraints.....	31
12.	Supply of Materials.....	32
13.	Liquidated Damages.....	32
14.	Contractor’s Responsibility .....	33
15.	Co-Ordination Meetings .....	33
16.	Measurement of Payment .....	33
17.	Dust Control .....	33
18.	Discrepancies and Conflicts.....	34
19.	Utilities.....	34
20.	Sign and Mailbox Maintenance .....	34
21.	Disposal of Surplus or Unsuitable Material.....	35
22.	Submitting Payment Certificates .....	35
23.	Surface Treatment - County of Peterborough.....	35
24.	Roadway Pulverizing - County of Peterborough .....	37
25.	Granular “A” - County of Peterborough .....	38
26.	Pavement Markings - County of Peterborough.....	39
27.	Durable Pavement Markings - County of Peterborough .....	39
28.	Re-grading of Ditch Line – County of Peterborough .....	40
29.	200 mm Ø Perforated Sub-Drain c/w Filter Sock – County of Peterborough .....	41
30.	750 mm CSP Culvert – County of Peterborough .....	42
31.	Surface Treatment - Township of Douro-Dummer.....	43
32.	Surface Treatment - Municipality of Trent Lakes.....	45
33.	Surface Treatment - Township of Cavan Monaghan .....	46

34.	Surface Treatment - Township of Selwyn.....	47
35.	Fog Seal - County of Peterborough .....	48
36.	Replacement of Cross Culverts – Provisional Item - County Road No. 48	49
37.	Surface Treatment - Provisional Item - Township of Douro-Dummer	50
38.	Roadway Pulverizing – Provisional Item – The Township of Havelock Belmont Methuen .....	51
39.	Surface Treatment - Provisional Item – Township of Havelock Belmont Methuen.....	52
40.	Surface Treatment – Provisional Item -Township of Selwyn .....	53
41.	Final Grading of Granular “A” of All Roads - Provisional Item - Township of Cavan Monaghan.....	55
43	Grinding/Milling for Road Repair Work on County Road No. 48 - County of Peterborough .....	55
44.	Hot Mix Asphalt HL3 PG58-34 (50 mm) for Road Patch Repair on County Road No. 48 - County of Peterborough .....	56
45.	Contingency - County of Peterborough Roads.....	56
Part "D" Bid Form .....		57
1.	Bidders Information Form.....	58
2.	Declaration of Accessibility Compliance.....	58
3.	Schedule of Items and Prices .....	60
4.	Provisional Items:.....	75
Appendix A: Articles of Agreement.....		81
1.	The Work .....	82
2.	Contract Documents .....	83
3.	Contract Price .....	84
4.	Time Schedule .....	84
5.	Payment.....	84
6.	Rights and Remedies .....	85
7.	Implied Contract .....	85
8.	Warranty Period.....	85
9.	Bid Deposit.....	85
10.	Liquidated Damages.....	85
11.	Receipt of and Addresses for Notices .....	85
12.	Law of the Contract .....	86
13.	Language of the Contract .....	86
14.	Succession.....	86
15.	Severability .....	86
16.	Termination .....	86
17.	Termination for Non-Compliance.....	87
18.	Arbitration and Mediation .....	87
19.	Indemnity.....	87

All purchases made by the Corporation of the County of Peterborough are done in accordance with our Purchasing of Goods and Services Policy (CORP-06), which covers the acquisition of all goods, services and construction projects (By-law 2013-68).

**Part "A" Information to Bidders**

**1. Intended Use and Schedule of Work**

The County of Peterborough, the Township of Douro-Dummer, the Township of Cavan Monaghan, the Township of Selwyn, the Municipality of Trent Lakes, and the Township of Havelock Belmont Methuen (the participating municipalities) are requesting tender submissions for Surface Treatment on various roads within the County of Peterborough.

The successful proponent for this Request for Tender ("RFT") will enter into separate agreements for Surface Treatment Services with each of the participating municipalities. Where this RFT refers to the County specifically it is to be understood that the same terms, conditions and requirements apply to each of the participating municipalities.

All work must be completed no later than **Tuesday September 1, 2020**.

**2. Location**

See Part "C" Specifications for work locations.

**3. Applicable Document Fees**

Not required.

**4. Bid Deposit Requirements**

In addition to any other performance security requirements, a separate bid deposit document is required in one of, or a combination of, the following:

Certified cheque, bank draft, money order, bid bond, or irrevocable letter of credit or any combination, made payable to the Treasurer of the County of Peterborough in the amount of **ten percent (10%) of the total tendered price**, not including the H.S.T., **must be submitted with the Bid**.

The Bidder agrees that, if they should withdraw their bid or fail for any reason to execute the agreement or provide the required bonds or other documents required the County may retain the Bid deposit for the use of the County and may accept any other Bid, advertise for new quotations/tenders/proposals, or not accept any Bid as the County deems advisable.

**5. Performance Surety Requirements**

The successful bidder shall provide to the County, a Performance and Maintenance Security in one of the following forms, or a combination of item i.), ii.), iii.) and iv.), prior to the commencement of the work.

- i.) Certified cheque, bank draft, or money order, made payable to the Treasurer of the County of Peterborough in the amount of one hundred

## Surface Treatment Part "A"

## Information To Bidders

- (100%) percent of the total price bid. If the successful Bidder intends to provide a certified cheque, bank draft, or money order as a Performance Security, a signed letter from the Bidder's lending institution clearly stating that a certified cheque, bank draft, or money order for one hundred (100%) of total bid price may be obtained by the Bidder **must be submitted with the Bid.**
- ii.) Irrevocable Letter of Credit in the amount of one hundred (100%) percent of the total bid price. If the successful Bidder intends to provide an Irrevocable Letter of Credit as a Performance Security, a signed letter from the Bidder's lending institution clearly stating that an Irrevocable Letter of Credit for one hundred (100%) of total bid price may be obtained by the Bidder **must be submitted with the Bid.**
- iii.) Performance Bond and a Labour and Material Payment Bond **each** in the amount of one hundred percent (100%) of the Total Bid Price. If the successful Bidder intends to provide a Performance Bond and a Labour and Material Payment Bond **each** in the amount of one hundred percent (100%) of the Total Bid Price as a Performance Security, a completed "Agreement To Bond", as a surety that the Bidder can obtain the required Contract Performance Bond and Labour and Material Bond if they are the successful Bidder **must be submitted with the Bid.**
- iv.) A Maintenance Bond in the amount of five percent (5%) of the Total Bid Price for the duration of the warranty period.

An "Agreement to Bond" must be submitted with the Bid as a surety that the Bidder can obtain the required Contract Performance Bond, Labour and Material Bond and Maintenance Bond if they are the successful Bidder.

The Bonds shall be provided by a surety company authorized to do business in the Province of Ontario.

### 6. Tender Award

Tender award will be made based upon the lowest compliant bidder for the base tender bid. Once the lowest compliant bidder has been identified, the County and the participating Municipalities reserves the right to include any or all of the provisional items at any time during the award or construction process.

Each participating Township will be responsible to ensure appropriate approvals are secured and will be responsible to issue a Purchase Order to the successful bidder(s) for the specific location. Invoices must be sent to the Township or County identified as noted herein.

### 7. Other Public Agencies

Prior to submitting this Tender, it is of significant importance that all potential respondents be advised of the following:

**Surface Treatment  
Part "A"**

**Information To Bidders**

It must be clearly understood that by submitting a Tender in accordance with this document, the respective respondent is agreeing that other interested public agencies may review their Tender document and further, if a successful respondent is selected by the County and other public agencies deem it is in their best interest to join the County contract under the same terms and conditions, then one or more parties may join the County contract, if mutually agreed upon between the interested public agency and the successful bidder.

With the above agreement comes the realization that if other public agencies do join the County contract on a consortium basis, then the total dollar volume resulting from any potential contract could prove to be significantly higher than suggested in this document and respondents are requested to consider this information while preparing their responses and bring to their Tender the best possible economic benefits and returns for the County.

**8. Inquiry**

Any questions regarding this tender should be submitted online (in English) through the "Submit Question" feature no later than **Thursday, March 19, 2020 at 2:00 p.m.**

Addenda will be issued if clarification is required. The County will be responsible for the issuing of all addenda. Bidders are responsible for checking for addenda.

**9. Amendments to "Standard Terms and Conditions"**

Where Amendments to the County's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

**Part "B" Standard Terms and Conditions**

**1. Definitions**

Bid	The document issued by the County in response to which Quotations/Tenders/Proposals are invited for the performance of the work or supply of equipment.
Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the County has awarded the contract.
Contract	The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
County	The County of Peterborough, its successors and assigns.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Notice of Award	Notice provided to the successful bidder of contract award.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.

**2. Acceptance of Terms**

Each Proponent, by submitting a proposal, represents that the Proponent has read and completely understands, and accepts all terms and conditions to those contained in this RFT. Any proposal that has alternative terms and conditions to those contained herewith shall be considered a counter offer to the County's request and shall be rejected.

**3. No Indemnities from the County of Peterborough**

Notwithstanding anything else in the Contract, any express or implied reference to the County providing indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or

contingent liabilities of the County, whether at the time of execution of the contract or at any time during the Term, shall be void and of no legal effect.

**4. Force Majeure**

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay for non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

**5. Conflict of Interest**

The Supplier shall;

- a) Avoid any Conflict of Interest in the performance of its contractual obligations;
- b) Disclose to the County without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
- c) Comply with any requirements prescribed by the County to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, the County may immediately terminate the Contract upon giving notice to the Supplier where;

- a) The Supplier fails to disclose an actual or potential Conflict of Interest;
- b) The Supplier fails to comply with any requirements prescribed by the County to resolve a Conflict of Interest; or
- c) The Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

**6. Errors and Omissions**

The County will not be held liable for any errors or omissions in any part of the RFT. While the County has used considerable effort to ensure an accurate representation in the RFT, the information contained in the RFT is supplied solely

as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the County, nor is it necessarily comprehensive or exhaustive.

**7. Bid Closing Time**

One copy of the bid document, or as otherwise requested herein, properly signed and sealed and clearly marked as to its contents, shall arrive at the office of the Clerk of the County, County Court House, 470 Water Street, Peterborough, Ontario, K9H 3M3 no later than the specified time and closing date indicated on the cover page of the document. Late bids shall not be accepted; however they shall be time and date stamped and returned to the Bidder unopened.

The Peterborough County Court House time mechanism will be considered the official time when determining exact time of submission.

**8. Document Fees**

When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part “A” Information to Bidders, which forms part of this bid document.

**9. Bid Requirements**

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the County. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of “Part “D” Bid Form” and all other sections and requirements as requested within the bid document. See “Part “D” Bid Form” for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, they shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- d) All Bids are to be submitted in English only.
- e) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- f) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to

- a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.
- g) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and Bid number on the outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.

**Faxed Bid Submissions are not acceptable**

- h) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
- i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the County of Peterborough's Office of the Clerk prior to the closing date and time; and/or
  - ii. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
  - iii. Bid submission is delivered later than the closing date and time.
- i) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the County may be rejected. The County will be the sole judge in this matter.

**10. Bidder's Statement of Understanding**

It is understood that the Bidder has carefully examined all of the bid documents and has carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the County as set forth or specifically referred to therein.

The Bidder declares that their submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**11. Clarification of Bid Documents**

No officer, agent or employee of the County is authorized to alter orally any portion of these documents. During the period prior to submission of

Quotations/Tenders/ Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/Proposal was prepared.

The County will issue all written addendum to the bid documents to each bidder or prospective Bidder via e-mail, fax or electronic posting.

Bidders are required to confirm receipt of each addendum. Although the County will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

## **12. Bid Deposit Requirements**

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part "A" Information to Bidders, which form part of this bid document.

## **13. Performance Surety Requirements**

Performance surety binding the Company faithfully to fulfill the obligations of their bid as accepted, may be required by the County within ten (10) working days from the date of request.

See Part "A" Information to Bidders, which form part of this bid document.

## **14. Insurance Claims Policy (CORP-09) When Claims Involve Contracted Companies**

The County frequently enters into contracts with independent companies (contractors) who perform work on the County's behalf. The County's agreements with the contractors contain a strict requirement that they respond directly to claims for any damage or injury to members of the public that they may be held responsible for.

Upon receipt of information that a contractor had control over the accident location at the time of loss, the claim will be forwarded to the contractor for response. The contractor shall acknowledge receipt of the claim and identify a contact person who will be responsible for investigating the claim.

The contractor shall conduct an investigation and make a decision regarding the claim. If the contractor determines that they were responsible for the loss, they will resolve the claim with the claimant directly.

If the contractor determines their work met reasonable and appropriate construction standards, they may deny the claim. In this case, their communication to the claimant will provide the results of their investigation and clearly explain their decision. Should the claimant disagree with the contractor's decision and still wish to pursue the claim, they have the option of pursuing the contractor by proceeding with legal action.

**15. Insurance and Workplace Safety Insurance Board**

The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice. Coverage shall be at least \$5,000,000.00 in General Commercial Liability naming the County and participating Townships/ Municipalities as an additional insured under the policy. Additional coverage may be required.

See Part "A" Information to Bidders, which form part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the County during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Failure to provide such proof shall result in cancellation of the Contract.

**16. Proof of Ability**

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

**17. Document and Site Review**

Bidders may be required to attend a mandatory document and site visit with the Owner.

See Part "A" Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part "C" Specifications, which form part of this bid document.

**18. Mandatory Requirement**

Proposals must meet all mandatory requirements as contained herein. Proposals that do not meet the mandatory requirements will not be considered for further evaluation. Statements that include the words "shall", "must", or "will" are considered to be mandatory.

Statements that include the words "should" or "may", while not mandatory, are considered highly desirable by the County. Failure to comply with requirements that are highly desirable may reflect negatively on the proponent's ability to 36.

**19. Pricing Requirement**

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part "C" Specifications, in the Quotation/Tender/Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

**20. Terms of Payment**

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The County shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

**21. Terms of Payment – For Construction Projects**

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 2019, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 2019, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director or designate the Performance Sureties will be returned to the Company.

All payments will be made within twenty eight (28) days from receipt of an approved invoice. All invoices must be approved by the Director or designate.

**22. Delivery**

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Peterborough, Ontario unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

**23. Patents and Copyrights**

The Company shall at its expense, defend all claims, actions or proceedings against the County based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the County all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the County the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

**24. Assignment**

The Company shall not assign the contract or any portion thereof without the prior written consent of the County.

**25. Occupational Health and Safety Act**

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that they have read and understood the Occupational Health and Safety Act together with the County's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the County's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the County harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the County's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the County's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the County's Health and Safety Policies and Procedures whether by the Company or any of its sub-contractors

may result in the Company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the County.

The Company shall allow access to the work site on demand to representatives of the County to inspect work sites to ensure compliance with the Contract and the County's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the County by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the County to set-off the damages so assessed against any monies that the County may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The County reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

## **26. Laws, Regulations, Permits, Fees and Licences**

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the County and any other governing body.

The Respondent agrees that in the event the County is required to pay damages for any matter relating to or arising from a material breach of this RFT, whether

based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, neglect or otherwise of the County, the aggregate amount of damages recoverable against the County shall be no greater than the proposal preparation costs that the Respondent seeking damages from the County can demonstrate it incurred.

**27. Substitutes and Alternates**

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services they proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the County. If the bidder does not indicate that the goods and/or services they proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

**28. Quantities**

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the County and shall be used as a basis for comparison only.

**29. Samples**

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the County shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

**30. Quotation/Tender/Proposal Procedures**

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the County's Purchasing Policies.

**31. Contract Award**

The County reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omissions. The County also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the County be unable to reach an agreement with the lowest compliant bidder, the County reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call. If in so doing, the best interests of the County will be served. No liability shall accrue to the County for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the County of Peterborough reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the County may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not.

Proponents are solely responsible for their own expenses in preparing a response to this RFT. If the County elects to reject any or all proposals, the County will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit, or any other matter.

Award of this contract is subject to appropriate funding acceptable to the County.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The bidder to whom the contract is awarded will be issued a purchase order, or a blanket purchase order may be required to execute a contract in triplicate within ten (10) working days from the date of notice of award by the County.

Notwithstanding and without restricting the generality of the statements above, the County of Peterborough shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date:

- a) When only one Bid has been received as the result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all Bids received fail to comply with the specifications of the tenders terms and conditions;
- d) When a change in the scope of work or specifications is required

**32. Contract Cancellation**

The County shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In

the event of such cancellation, the County and the Company shall negotiate a settlement.

- a) If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the County may, without notice; terminate the contract.
- b) If the Company; fails to comply with any request, instruction or order of the County; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the County's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the County may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.
- c) Any termination of the contract by the County, as aforesaid, shall be without prejudice to any other rights or remedies the County may have.
- d) If the County terminates the contract, it is entitled to:
  - i. Take possession of all of the work in progress and finish the work by whatever means the County may deem appropriate under the circumstances;
  - ii. Withhold any further payments to the Company until its liability to the County is ascertained;
  - iii. Recover from the Company loss, damage and expense incurred by the County by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the County).

The County shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

### **33. Availability of Labour and Escalation**

The bidder shall fully inform themselves regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make their own assessment of escalation in costs and increased labour costs and include all of these costs in their bid.

### **34. Correction of Defects**

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect,

deficiency or failure without cost to the County. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

**35. Disclosure**

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the County for the results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

**36. Debriefing**

For RFT(s) where contract is in excess of \$100,000, Proponents are entitled to a debriefing meeting with the County after award notification has been made. A request for a debriefing meeting must be received by the RFT contact within sixty (60) calendar days of award notification.

Debriefing meetings will be held in person at the County of Peterborough's offices.

The County will address a Proponent's specific questions in relation to their submission. Questions unrelated to the RFT will not be responded to during the debriefing and will be noted as out of scope

**37. Bid Protest Procedures**

Subsequent to a debriefing meeting where a Proponent believes that the competitive process has not been conducted in accordance with the process requirements contained herein, the Proponent may file a bid protest. The Proponent shall prepare in writing and submit the challenge within ten (10) days of the dispute to the RFT contact citing the clause in the RFT that the Proponent is in dispute. The RFT contact shall have five (5) days to investigate and respond to the protest. If the Bid protest is not resolved by the RFT contact, it will be forwarded on to the Deputy Treasurer of the County by the RFT contact, allowing the Deputy Treasurer of the County of Peterborough ten (10) days to investigate and respond to the Bid protest. Where the Deputy Treasurer of the County is unable to resolve the protest, the Deputy Treasurer will forward the protest to the Director of Finance/Treasurer. The Director of Finance/Treasurer of the County of Peterborough, at the Director of Finance/Treasurer's discretion will conduct an investigation of the competitive process. The Director of Finance/Treasurer's findings and any resolution shall be final and will be communicated to the Proponent and kept on file.

Any decided remedy in regards to Bid dispute award of costs will be limited to the amounts to prepare the tender and any mandatory site meeting expenses with the corresponding documentation or receipts.

**38. Conflict of interest and Prohibited Conduct**

a) Conflict of interest

The County may disqualify a proponent for any conduct, situation or circumstances, determined by the County, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above (Part B, section 5).

b) Disqualification for Prohibited Conduct

The County may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the County determines that the proponent has engaged in any conduct prohibited by this RFT.

c) Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the written permission of the RFT Contact.

d) No Lobbying

Respondents must not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent (s).

e) Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid –rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the County; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

f) Past Performance or Past Conduct

The County may prohibit a supplier from participating in a procurement process based on past performance or based in inappropriate conduct in a prior procurement process, including but not limited to the following;

- i. Illegal or unethical conduct as described above
- ii. The refusal of the supplier to honour its submitted pricing or other commitments; or
- iii. Any conduct situation or circumstance determined by the County, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

**39. Freedom of Information**

All information obtained by the Company in connection with this bid is the property of the County of Peterborough and must be treated as confidential. It

may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the County of that fact.

The Company may declare confidentiality of their bid; however, the County is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the County of Peterborough, please contact the CAO or Clerk, County of Peterborough, 470 Water Street, Peterborough, Ontario K9H 3M3 (705-743-0380).

#### **40. Complaints**

Any complaint on the process and procedures as outlined in the County's Purchasing Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the County of Peterborough shall be in writing and shall be submitted to the Director of Finance/Treasurer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

#### **41. Accessibility**

The County of Peterborough is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The Supplier covenants and agrees to ensure that the Deliverables provided hereunder are consistent with the Ontario Human Rights Code ("OHRC"), the Ontarians Disabilities Act, 2001 ("ODA") and the Accessibility for Ontarians with Disabilities Act, 2005("AODA") and their respective regulations in order to achieve accessibility for Ontarians with disabilities. Without limiting the generality of the foregoing, the Supplier covenants and agrees to comply with the County's accessibility standards, policies, practices and procedures, as same may be in effect during the term of the Agreement and apply to the Deliverables to be provided hereunder by the Supplier.

**42. Human Rights**

The County is committed to hosting a work environment in which everyone is treated with respect, and no one is subject to discrimination. This commitment stems from the County’s own philosophy and the County’s obligations under the Ontario Human Rights Code. During the term of the Contract, the Supplier shall ensure that its employees and subcontractors behave in a manner that is appropriate, respectful and consistent with the provisions of the Ontario Human Rights Code.

Any breach of the Ontario Human Rights Code by the Supplier, its employees or subcontractor will result in the removal of that person from the County’s premises. In addition, the breach of these conditions by the Supplier, its employees and subcontractors could result in the termination of the Contract and/or the barring of the Supplier and its subcontractors from entering into subsequent contracts with the County.

**43. Video Surveillance**

While on County of Peterborough property visitors, guests, and service providers may be recorded by video surveillance equipment installed throughout the premise. The Personal Information recorded by such equipment is the property of the County of Peterborough and will be collected, stored, and destroyed in accordance with all appropriate provincial and federal laws and in accordance with the County’s Video Surveillance Systems Policy.

Part “C” Specifications

Special Provisions General

1. Scope of Work

**Surface Treatment for the County of Peterborough**

The scope of work for each road for the County of Peterborough is outlined below.

**County Road No. 44:** from County Road No. 6 easterly for approximately 3.20 km, application of a double surface treatment over granular “A”

**County Road No. 48:** from 200 m east of Preston Road easterly for approximately 2.05 km, application of a double surface treatment over granular “A”

**County Road No. 504:** from 700 m east of County Road No. 52 easterly to McCoy Road for approximately 5.00 km, application of a double surface treatment over granular “A”

**County Road No. 507:** from Salmon Lake Road northerly to Haliburton Boundary for approximately 3.009km, application of a double surface treatment over granular “A”

**County Road No. 20:** from County Road No. 18 to County Road No. 23 for approximately 9.00 km, application of a double surface treatment over existing granular “A”.

The County of Peterborough reserves the right to call for partial supply of any of the works listed above subject to County of Peterborough Council 2020 budget approval.

**Surface Treatment for the Township of Douro-Dummer**

The scope of work for each road for the Township of Douro-Dummer within the County of Peterborough is outlined below.

**Daleview Road:** from County Road No. 4 to Division Road for approximately 0.7 km, application of a double surface treatment over granular “A”

**Ironwood Drive:** from County Road No. 4 to South Limit for approximately 0.5 km, application of a single surface treatment over existing surface treatment

**Canal Road:** from County Road No. 4 to North Limit for approximately 0.7 km, application of a double surface treatment over existing granular “A”

The Township of Douro-Dummer reserves the right to call for partial supply of any of the works listed above subject to Township Council 2020 budget approval.

**Surface Treatment for the Municipality of Trent Lakes**

The scope of work for each road for the Municipality of Trent Lakes within the County of Peterborough is outlined below.

**Bear Creek Road to End of Elim Lodge Road:** for approximately 4.1 km, application of a single surface treatment over existing surface treatment

**Allen’s Alley:** for approximately 2.1 km, application of a single surface treatment over existing surface treatment

**Allen’s Road:** for approximately 1.9 km, application of a single surface treatment over existing surface treatment

**Sumcot Drive:** for approximately 1.9 km, application of a single surface treatment over existing surface treatment

**Mill Line Road:** for approximately 2.7 km, application of a single surface treatment over existing surface treatment

**Crowes Line Road:** for approximately 1.8 km, application of a single surface treatment over existing surface treatment

**Kennedy Drive:** from approximately 4.0 km, application of a single surface treatment over existing surface treatment

The Municipality of Trent Lakes reserves the right to call for partial supply of any of the works listed above subject to Municipal Council 2020 budget approval.

**Surface Treatment for the Township of Cavan Monaghan**

The scope of work for each road for the Township of Cavan Monaghan within the County of Peterborough is outlined below.

**Morton Line:** from County Road No. 10 westerly for approximately 1 km, application of a double surface treatment over existing granular “A”

**Morton Line:** from 1426 Morton Line easterly for approximately 800 m, application of a double surface treatment over existing granular “A”

**Morton Line:** from CPR crossing westerly for approximately 1.6 km, application of a double surface treatment over existing granular “A”

**Beardsmore Road:** from Worboy Court southerly for approximately 1.0 km, application of a double surface treatment over existing granular “A”

**Dranoel Road:** from Hwy 7A to Dranoel Drive for approximately 320 m, application of a double surface treatment over existing granular “A”

**Dranoel Drive:** from Hwy 7A to Dranoel Road for approximately 505 m, application of a double surface treatment over existing granular “A”

**Syer Line:** from Tapley ¼ Line to west CPR Bridge for approximately 800 m, application of a double surface treatment over existing granular “A”

**Larmer Line:** from County Road No. 10 to Hwy 115 Bridge for approximately 1.3 km, application of a double surface treatment over existing granular “A”

**Ava Crescent:** for approximately 500 m, application of a single surface treatment over existing granular “A”

**Deyell Line:** from T-Way Drive to Hutchison Drive for approximately 1.3 km, application of a double surface treatment over existing granular “A”

The Township of Cavan Monaghan reserves the right to call for partial supply of any of the works listed above subject to Township Council 2020 budget approval.

<b>Surface Treatment for the Township of Selwyn</b>
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The scope of work for each road for the Township of Selwyn within the County of Peterborough is outlined below.

**Myers Cres:** for approximately 1.01 km, application of a single surface treatment over existing surface treatment

**Mystic Meadow:** for approximately 0.35 km, application of a single surface treatment over existing surface treatment

**Mystic Cres:** for approximately 0.27 km, application of a single surface treatment over existing surface treatment

**Cedarvale Cres:** for approximately 0.59 km, application of a single surface treatment over existing surface treatment

**Teraview Heights:** for approximately 0.79 km, application of a single surface treatment over existing surface treatment

**Garmondale Ave:** for approximately 0.17 km, application of a single surface treatment over existing surface treatment

**Gazelle Trail:** for approximately 0.70 km, application of a single surface treatment over existing surface treatment

**Antelope Trail:** for approximately 2.04 km, application of a single surface treatment over existing surface treatment

**Impala Hills:** for approximately 0.25 km, application of a single surface treatment over existing surface treatment

**Kudu Court:** for approximately 0.15 km, application of a single surface treatment over existing surface treatment

**Eland Court:** for approximately 0.05 km, application of a single surface treatment over existing surface treatment

**Sable Court:** for approximately 0.10 km, application of a single surface treatment over existing surface treatment

**Ermatinger St:** for approximately 0.79 km, application of a single surface treatment over existing surface treatment

**Caroline St:** for approximately 0.93 km, application of a single surface treatment over existing surface treatment

**Duggan:** for approximately 0.14 km, application of a single surface treatment over existing surface treatment (of the 2.80 km, 100 m will be double surface treatment)

**Brick Road:** from Skyline southerly for approximately 0.73 km, application of a single surface treatment over existing surface treatment

**Beachwood Dr:** for approximately 1.13 km, application of a single surface treatment over existing surface treatment

**Berrie Rd:** for approximately 2.80 km, application of a single surface treatment over existing surface treatment

**9<sup>th</sup> Line:** for approximately 3.02 km, application of a single surface treatment over existing surface treatment

**15<sup>th</sup> Line:** from Newcomb Lane to Jopling for approximately 2.44 km, application of a single surface treatment over existing surface treatment

**Jopling Line:** from 15<sup>th</sup> Line to 14<sup>th</sup> Line for approximately 1.44 km, application of a single surface treatment over existing surface treatment

**Murphy Road:** for approximately 1.47 km, application of a single surface treatment over existing surface treatment

**McCue Rd:** for approximately 0.14 km, application of a single surface treatment over existing surface treatment

**Hilliard St:** from Woodland to 5<sup>th</sup> Line for approximately 1.48 km, application of a single surface treatment over existing surface treatment

**Pinehurst Ave:** for approximately 1.52 km, application of a single surface treatment over existing surface treatment

**Fairbairn St:** from 3<sup>rd</sup> Line to City Limits for approximately 1.15 km, application of a single surface treatment over existing surface treatment

**15<sup>th</sup> Line:** from Newcomb to North School Rd for approximately 1.10 km, application of a double surface treatment over existing granular “A”

**Strickland St:** for approximately 1.11 km, application of a double surface treatment over existing granular “A”

The Township of Selwyn reserves the right to call for partial supply of any of the works listed above subject to Township Council 2020 budget approval.

## **2. Specifications**

The Ontario Provincial Standard Specifications (OPSS) form part of the Contract Document but are not reproduced herein. The Contractor is responsible for obtaining and having on site a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions for Tender Items

will take precedence over the OPSS where a conflict arises between the two specifications. Applicable OPSS and the related Special Provision (SP) are identified for each Tender Item in the “OPSS SPEC” column of Part “D” Schedule of Items & Prices documents. The particular revision in effect at the time the contract is advertised shall apply.

It shall be the Contractor’s responsibility to obtain the latest edition of the Ontario Provincial Standard Specifications and Drawings. Only the municipal and provincial common standards in OPS Volumes 1 to 4 and municipal-oriented specifications in OPS Volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents. The Ontario Provincial Standards in effect immediately prior to the call for Tenders for this Contract shall apply for the duration of the Contract.

### **3. Site Preparation**

It shall be the Contractor’s responsibility to conduct site preparation under any item of this contract through the construction zone and on all roads. There will be no additional payment for site preparation as required and may include but not necessarily limited to:

- cost of the Performance Bond and Liability Insurance as required under this Contract;
- supplying a foreman or a representative on the job at all times and layout;
- security protection of the Contractor’s materials during the course of the Contract;
- removal, salvage, storage and reinstallation of all road signage located within the project limits;
- supply and placing temporary stop signs at side road locations;
- moving onto the site and setting up the Contractor’s office, storage facilities, plant, etc., and moving off the site and removal of the Contractor’s office, storage facilities, plant, etc.;
- supply of portable sanitary toilet facilities.;
- install two County supplied construction information signs per road section

### **4. OPS General Conditions**

Wherever in this Contract reference is made to the General Conditions it shall be interpreted as meaning the OPS General Conditions of contract (OPSS MUNI 100), November 2018.

## **5. Definitions**

Wherever the word “Corporation”, “Owner”, “Authority”, “Inspector” or “Contract Administrator” appears in this Contract, it shall be interpreted as meaning the County of Peterborough.

Wherever the word “Ministry” or “M.T.O.” appears, it shall be deemed to mean the Ministry of Transportation, Ontario.

Wherever the word “Director” appears in the Contract, it shall be deemed to mean the Director of Public Works, County of Peterborough or their designate.

## **6. Warranty**

For the purposes of Part “C” Specifications of the Contract Documents, the **warranty period shall be 24 months** from the date of Total Performance of the Work or such longer periods as may be specified for certain Products or Work.

## **7. Schedule**

The work is to commence within 10 days of signing the Formal Contract and must be completed by **Tuesday September 1, 2020**. The Contractor shall provide a Work Schedule at the Pre-construction meeting.

## **8. Protection of Public and Traffic General**

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

- a) The Ministry of Transportation, Ontario “Ontario Traffic Manual Book 7” most recent edition.

The Contractor shall submit a traffic control plan to the County for review prior to starting work. The Contractor shall include TC-1, TC-1A, Rb-90A and Rb-90B signs as part of the traffic control plan and these signs shall be maintained in the field throughout the course of the work until the line painting has been completed. There will be no additional claim for payment for these signs as required.

The Contractor will be responsible for maintaining vehicular traffic. The Contractor shall avoid the blocking of vehicular or pedestrian traffic for a longer period than is necessary for proper construction of the work.

The Contractor is advised of the County of Peterborough’s By-law for Reduced Speed Limits in Designated Construction Zones. There will be no additional payment for signs as may be required.

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 Director of Public Works. 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.

## **9. Spills Reporting and Containment**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are like to cause adverse effects shall forthwith be reported to the Spills Action Centre at 1-800-268-6060 and to the Director of Public Works. Such spills or discharges and their adverse effects shall be defined in the Environmental Protection Act R.S.O. 1990.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges for this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Director of Public Works.

This reporting will not relieve the Contractor of their legislated responsibilities regarding such spills or discharges.

In the case of a spill, the Contractor shall use every effort required to contain the spill as may be required to mitigate adverse effects on the environment.

Upon satisfactory containment of the spill and upon direction from the Spills Action Centre and the Director of Public Works, the Contractor shall complete any clean-up of the spill as may be directed.

There will be no additional payment for costs associated with spill containment and clean-up, as may be required.

## **10. Layout**

OPSS General Condition GC7.02 shall be followed. The Contractor shall at their own expense set all stakes necessary to properly define the location, alignment, elevation, and grade of the work to facilitate proposed construction to the satisfaction of the County.

## **11. Operational Constraints**

Surface treatment operations shall not be carried out when the air temperature at the work location is less than 10 degrees Celsius, or when the road surface is wet, or when rain is imminent as determined by the Contractor.

**12. Supply of Materials**

All materials necessary for the proper completion of the work shall be supplied by the Contractor, except as specifically noted. The payment provided in the contract shall be deemed to include full compensation for the supply of all such materials.

**13. Liquidated Damages**

Time shall be the essence of this Contract.

Work on this Contract may commence ten (10) calendar days after signing of the contract agreement. The Contractor shall diligently complete their work on this Contract to completion on or before **the date identified in Part C, Section 7 - Schedule.**

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

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the dates included; a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$2,500.00 (Two Thousand Five Hundred Dollars)** as liquidated damages for each and every calendar days' delay in finishing the work in excess of the required completion date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed completion date.

The Owner may deduct any amount 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.

An application by the Contractor for extension of time shall be made to the Director of Public Works in writing **at least fifteen days prior to the date of completion** fixed by the contract.

All bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage

beyond the date of any time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety.

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

#### **14. Contractor's Responsibility**

The Contractor's attention is drawn to Section GC7 of OPSS General Conditions of Contract "Contractor's Responsibility". Should the Contractor cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Director in writing of the names and positions of the person or persons representing the contractor.

#### **15. Co-Ordination Meetings**

The Contractor shall attend such meetings as may be required by the Director to co-ordinate services affected by the Contract.

#### **16. Measurement of Payment**

For purposes of this Contract, items shall be paid according to "Measured Quantity". Units for each item are as specified in the Special Provisions or OPSS.

#### **17. Dust Control**

Section GC7 of OPSS General Conditions of Contract is hereby modified to include the following:

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from their operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

The Contractor shall be responsible for ensuring all loose stone is swept off roadway and disposed of. This includes water for dust control. There will be no additional claim for payment for sweeping as required.

The cost of all preventive measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which is the Contractor's responsibility to maintain for public traffic seven days a week. There will be no additional claim for payment for dust control as required.

### **18. Discrepancies and Conflicts**

Discrepancies and conflicts shall be brought to the attention of the Director prior to commencement of work on that portion of work. No additional payment will be made for correction of errors made in this regard.

### **19. Utilities**

Sections GC2.01 and GC7.12.02 of the General Conditions are deleted in their entirety and are replaced by the following:

The Contractor shall be responsible for the protection of all utilities at the job site during the time of construction.

The Authority will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract. The location and depth of underground utilities shown on the Contract drawings are based on the investigations made by the Authority. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The Contractor is responsible for verification of the location and type of other utilities within the contract limits and which may be encountered during construction.

### **20. Sign and Mailbox Maintenance**

The Contractor shall be responsible for the maintenance of all signs and all mailboxes during the construction period and for the re-installation of the same at the completion of the contract according to the applicable OTM Book for signs and current Canada Post regulations governing mailboxes.

**21. Disposal of Surplus or Unsuitable Material**

OPSS 180 applies except as amended below:

Materials which are either unsuitable or surplus to the requirements of the Contract, and which are to be disposed of, shall be disposed of outside the right-of-way in waste disposal areas arranged for by the Contractor. Disposal shall be such as not to be unsightly or potentially unsightly when viewed from the highway, and shall be carried out in an environmentally acceptable manner and shall avoid any environmentally sensitive areas identified in the contract.

For disposal sites off the contract, written permission for the owner of the property upon which there is to be disposal, shall be obtained and filed with the Director of Public Works prior to any disposal and shall save the Authority harmless from all claims that may arise from such disposal. Should the property be Crown Land, such permission shall be obtained from the Ministry of Natural Resources.

The Contractor shall make contact with the local Municipality to ensure conformity with any applicable fill By-law prior to disposal of any surplus materials.

**22. Submitting Payment Certificates**

Separate payment certificates shall be submitted by the Contractor to the County of Peterborough, the Township of Douro-Dummer, the Township of Cavan Monaghan, the Township of Selwyn, the Township of Havelock-Belmont-Methuen and the Municipality of Trent Lakes and shall show the holdback, taxes and totals for the work completed for each road.

**Special Provisions Tender Items**

**23. Surface Treatment - County of Peterborough**

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Double Surface Treatment on County Road No. 44 (8.0 m wide) shall conform to OPSS 304 and will be over granular “A” with HF 150-SP Asphalt Emulsion (OPSS 1103) with Class 2 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the County in writing 7 Business Days prior to the start of the work.

Double Surface Treatment on County Road No. 48 (11.0 m wide) shall conform to OPSS 304 and will be over granular “A” with HF 150-SP Asphalt Emulsion (OPSS 1103) with Class 2 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the County in writing 7 Business Days prior to the start of the work.

Double Surface Treatment on County Road No. 504 (8.0 m wide) shall conform to OPSS 304 and will be over granular “A” with HF 150-SP Asphalt Emulsion (OPSS 1103) with Class 2 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the County in writing 7 Business Days prior to the start of the work.

Double Surface Treatment on County Road No. 507 (8.0 m wide) shall conform to OPSS 304 and will be over granular “A” with HF 150-SP Asphalt Emulsion (OPSS 1103) with Class 2 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the County in writing 7 Business Days prior to the start of the work.

Double Surface Treatment on County Road No. 20 (10 m wide) shall conform to OPSS 304 and will be over granular “A” with HF 150-SP Polymer Modified Asphalt Emulsion (OPSS 1103) with Class 2 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the County in writing 7 Business Days prior to the start of the work.

The County shall be completing preparatory works (e.g. ditching, brushing, etc.) on County Road No. 44, 48, 504 and 507 with alternative resources and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion these works prior to mobilization.

The Contractor shall advise the County in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the County with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. The Contractor is also responsible for providing the County with compatibility tests 7 Business Days prior to commencing work according to OPSS 1103 for the emulsion to be used with the Class 2 Aggregate or Class 6 Aggregate. Costs associated with this testing shall be borne by the Contractor.

The County will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the County and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the County according to OPSS 304. The County will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

Payment will be by square meter (sq. m) of surface treatment. The unit price for the work includes the emulsion and aggregates. The supply and application of the aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

#### **24. Roadway Pulverizing - County of Peterborough**

OPSS 206, OPSS 301, OPSS 314, OPSS 330 and OPSS 501 apply except as amended below:

On County Road No. 44, the area to be pulverized is approximately 8.0 m wide (grass line to grass line). The existing surface treatment has an average depth of approximately 25 mm.

On County Road No. 48, the area to be pulverized is approximately 11.0 m wide (grass line to grass line) that is existing surface treatment which has an average depth of approximately 25 mm.

On County Road No. 504, the area to be pulverized is approximately 8.0 m wide (grass line to grass line) that is existing surface treatment which has an average depth of approximately 25 mm.

On County Road No. 507, the area to be pulverized is approximately 8.0 m wide (grass line to grass line) that is existing surface treatment which has an average depth of approximately 25 mm.

On County Road No. 20, the area to be pulverized is approximately 10.0 m wide (shoulder line to shoulder line).

The Contractor will be required to pulverize the existing roadway platform (i.e. existing surface and shoulders) to a total depth of 200 mm, shape, grade and compact in accordance with OPSS 301 and OPSS 330 prior to the surface treatment. A water truck shall be used to aid in achieving compaction.

While processing the existing surface, the Contractor shall ensure that the existing asphalt materials at the surface and the granular base are thoroughly mixed to the specified depth.

The processing shall be completed to the same station for the full surface width prior to closing down operations each day.

The placement of granular shall begin no later than 3 days after completion of pulverizing (weather dependant).

Measurement for payment of this tender item shall be made by the square meter (sq. m) of actual horizontal surface pulverized and shall be full compensation for

all work described above. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

**25. Granular "A" - County of Peterborough**

OPSS 314, OPSS 501 and OPSS 1010 apply with the following amendments:

This item covers the granular materials for the restoration of the cross section and profile, including fine grading, prior to the surface treatment on County Roads No. 44, 48, 504, 507 and 20.

The Contractor must provide the Director of Public Works 7 Business Days prior to commencement of the work with test results indicating that the material to be supplied meets current Ministry Specifications. The testing must be performed by a Certified Laboratory. The costs associated with the testing shall be borne by the Contractor.

Under this item the Contractor will place prior to the surface treatment approximately 6,200 tonnes of granular "A" on County Road No. 44, approximately 4,200 tonnes of granular "A" on County Road No. 48, approximately 9,600 tonnes of granular "A" on County Road No. 504, approximately 5,800 tonnes of granular "A" on County Road No. 507 and approximately 20,000 tonnes of granular 'A' on County Road No. 20 to restore the road cross section and profile and compact to 100% of Standard Proctor Maximum Dry Density (SPMDD) to ensure a proper granular base prior to surface treatment. The Contractor must provide the Director of Public Works with compaction test results indicating that the compaction of granular "A" meets OPS Specifications prior to the placement of the surface treatment. The testing must be by a Certified Laboratory. The costs associated with testing shall be borne by the Contractor. The placement of granular "A" shall be completed to the same station for the full surface width prior to closing down operations each day.

The Contractor shall begin surface treatment **no later than 1 week** of the completion of granular "A" placement (weather dependent).

The Contractor shall restore all entrances, driveways, Township/County side roads and Fire Routes with granular "A" to blend existing gravel to the new surface treatment profile and provide a safe platform to merge onto these County Roads. No extra payment will be made for this.

In areas where gravel entrance ways are affected by the construction operation the Contractor will be required to place granular "A" to allow passage each day and to restore the entrances to original condition. No extra payment will be made for this.

Payment shall be made for these items for the supply, placing, grading and compacting of granular "A". The Contractor will be responsible for dust control during the normal working day and over weekends. Payment for dust control will be included in this item.

At its discretion, the County of Peterborough may increase/decrease the quantity of granular "A" for the restoration of the cross section on these County Roads. Additional granular "A" may be placed in areas as directed by the Director of Public Works, under this tender item to improve road profile and ensure a proper granular base prior to surface treatment.

Measurement for payment of this tender item shall be made by the tonnes of granular "A" placed. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

### **26. Pavement Markings - County of Peterborough**

OPSS 710 and OPSS 1716 apply except as amended below:

The Contractor shall make an inventory of all existing pavement markings within the limits of each project, including centerline, edge line, parking stalls, stop bars, cross walks, hatching and all symbols. The inventory will include line type, colour, width, location and total length. The inventory shall be submitted to the County for review prior to the removal of any existing pavement.

The contractor will be required to implement a Quality Control program per OPSS 1716. At the County's request, the contractor will provide data sheets for batches used on County roads confirming compliance with OPSS 1716. The volatile compound (VOC) must comply with the Canadian Environmental Protection Act of less than 150g/L.

**Within two (2) weeks after** the final completion of the surface treatment of all the County Roads, written notice from the Contractor will be given to the County indicating a schedule for the Contractor to reinstate **only the centerline pavement markings** based on the pre-construction inventory.

The area to be line painted shall be thoroughly cleaned using a rotary power broom to remove all sand, dirt and other debris. Areas inaccessible to a rotary power broom shall be manually cleaned. There will be no additional payment for sweeping and is to be included in the item unit price.

All lines shall be painted once. The contractor shall be responsible for all premarking prior to application of pavement markings. All new layout and painting of existing areas shall conform to the latest issue of the Ontario Traffic Manual Book 11, Pavement, Hazard and Delineation Markings and/or as directed by the Director. There will be no additional payment for premarking and is to be included in the item unit price.

Measurement for payment for this Tender item shall be per linear meter of road. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

### **27. Durable Pavement Markings - County of Peterborough**

OPSS 710, OPSS 1713 and OP33 1714 apply except as amended below:

The Contractor shall make an inventory of all existing pavement markings within the limits of each project, including centerline, edge line, parking stalls, stop bars, cross walks, hatching and all symbols. The inventory will include line type, colour, width, location and total length. The inventory shall be submitted to the County for review prior to the removal of any existing pavement.

The Contractor will be required to implement a Quality Control program per OPSS 1713 and/or 1714. At the County's request, the Contractor will provide data sheets for batches used on County roads confirming compliance with OPSS 1713 or 1714. The volatile compound (VOC) must comply with the Canadian Environmental Protection Act level of less than 150 gL.

Within two (2) weeks after the final completion of the surface treatment of all the County Roads, written notice from the Contractor will be given to the County indicating a schedule for the Contractor to reinstate the centreline (broken or solid 10 cm durable yellow paint) and edge lines (10 cm durable white paint) for the entire alignment. The exact layout will be determined after the Contractor has submitted the inventory of the existing paint lines.

The area to be line painted shall be thoroughly cleaned using a rotary power broom to remove all sand, dirt and other debris. Areas inaccessible to a rotary power broom shall be manually cleaned. There will be no additional payment for sweeping which is to be included in the item unit price.

All lines shall be painted once. The Contractor shall be responsible for all pre-marking prior to application of pavement markings. All new layout and painting of existing areas shall conform to the latest issue of the Ontario Traffic Manual Book 11, Pavement, Hazard and Delineation Markings and/or as directed by the Director. There will be no additional payment for pre-marking which is to be included in the item unit price.

Measurement for payment for this Tender item shall be per metre. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

## **28. Re-grading of Ditch Line – County of Peterborough**

All in accordance with OPSS 206, except as amended below:

The bid price shall include disposal of all unsuitable materials offsite, and grading of ditch side slopes to match adjacent ground and adjustments as needed to ensure positive drainage to the main cross culverts.

The ditch lines to be re-graded are shown on the Contract Drawings. These locations are approximate and will be confirmed in field by the Contract Administrator.

Payment will be by measured linear metres in the field.

The unit price tendered shall include all costs for labor, material and equipment to regrade the ditches and move the excavated material offsite.

**Table 1: North Re-grading of Ditch Line Locations**

Starting Station	End Station	Approximate Length
10+800	11+120	320 m
11+835	11+890	55 m
13+160	13+360	200 m
14+635	14+880	245 m
14+960	15+620	660 m
16+515	16+600	85 m
16+910	16+930	20 m
17+080	17+110	30 m

**Table 2: South Re-grading of Ditch Line Locations**

Starting Station	End Station	Approximate Length
10+135	10+640	505 m
10+680	10+760	80 m
11+160	11+190	30 m
11+360	11+470	110 m
11+640	11+760	120 m
11+760	11+820	60 m
11+940	12+140	200 m
12+200	12+320	120 m
12+400	12+920	520 m
13+000	13+440	440 m
14+200	14+480	280 m
14+960	15+600	640 m
15+960	16+440	480 m
16+520	16+600	80 m
16+680	16+980	300 m
17+080	17+100	20 m
17+440	17+680	240 m
17+680	18+800	1120 m

**29. 200 mm Ø Perforated Sub-Drain c/w Filter Sock – County of Peterborough**

All in accordance with OPSS 206, 405, 510 and 180, except as amended below:

As per OPSS 405.07.06.02.02, each 100 metre section shall be fitted with galvanized rodent gates. The excavation and bedding for the pipe sub-drain shall be paid for under this item. CCTV inspection of this item is not required.

The excavation on County Road 20 shall provide proper depth and width for the 200 mm Ø pipe Sub-Drain. Sub-drain shall be located at the bottom of the road granulars.

The approximate location of the sub-drain locations are shown on the Contract Drawings. These locations are approximate and will be confirmed in field by the Contract Administrator.

All sub-drain is to be installed on the south side of County Road 20.

Connections and Outlets as per OPSD 206.05. The locations of the outlets are to be determined in the field. A minimum of 15 outlets are expected.

Payment will be by measured linear metres in the field.

The Tender Unit Price bid for this item shall be full compensation for labor, equipment, and materials required to excavate and dispose of the material offsite.

**Table 3: Sub-drain Location Stations**

<b>Starting Station</b>	<b>End Station</b>	<b>Approximate Length</b>
10+640	10+680	40 m
10+980	11+160	180 m
11+190	11+360	170 m
11+560	11+600	40 m
11+620	11+640	20 m
12+140	12+200	60 m
13+440	13+960	520 m
14+480	14+600	120 m
14+660	14+960	300 m
15+740	15+960	220 m
16+440	165+00	60 m
16+600	16+680	80 m
17+160	17+440	280 m

**30.750 mm CSP Culvert – County of Peterborough**

This item shall include the excavation and placement of the 750 mm Type II galvanized CSP culvert, including frost taper and clay seal. This item shall conform to OPSS 421, OPSS 1801 and the Contract Drawings. The culvert is located at STA 10+478

This special provision covers the installation of the CSP culvert. Work shall include excavation, removal and disposal of the existing culvert, placement of granular bedding, installation of the new culvert and granular backfill to underside of road subgrade, substrate, geotextile, frost taper and reinstatement of the road granulars.

All culverts, including any necessary hardware and collars, shall be purchased by the Contractor. The Contractor will be responsible for delivering the culverts to the project site.

Bedding and cover shall conform to OPSD 802.010, 802.013, 802.014, 802.020, 802.023 and 802.024. Granular "A" shall be used for the bedding and cover. Clear stone, when required and as determined by the County, shall be used for bedding. Backfill for this shall be granular "B". The road bed disturbed shall be replaced with 150 mm of granular "A" and 450 mm of granular "B". Granulars used for the installation of the culverts shall be included in the unit price of the culverts.

The Contractor shall determine whether or not a frost treatment is required for each cross culvert replacement. If the Contractor determines that a frost treatment is required, the frost treatment shall be constructed to OPSD 803.030 and 803.031 and shall be included in the unit price of the culverts.

Dewatering, environmental protection, temporary erosion and sediment control and construction staging shall be included in the unit price.

Rip rap per OPSD 810.010 shall be included at the culvert outlet.

The culvert shall be approximately 20 m in length. The existing culvert inverts are approximately 267.0 m (North) and 267.5 m (South). The inverts will be field set to provide minimum cover at the south side and slope at 3.0% to the north side.

### **31. Surface Treatment - Township of Douro-Dummer**

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Single Surface Treatment shall conform to OPSS 304 and will be over existing surface treatment with HF 150-SP Polymer Modified Asphalt Emulsion (OPSS 1103) with ¼" washed traprock (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to

commencing work according to OPSS 1103 for the emulsion with the ¼" washed traprock. Costs associated with this testing shall be borne by the Contractor.

Double Surface Treatment shall conform to OPSS 304 and will be over granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion (OPSS 1103) with Class 2 and Class 6 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to work according to OPSS 1103 for the emulsion with the Class 2, Class 6 Aggregate. Costs associated with this testing shall be borne by the Contractor.

The Contractor shall advise the Township in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the Township with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. Costs associated with this testing shall be borne by the Contractor.

The Township will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Township and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Township according to OPSS 304. The Township will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

The Township shall be completing preparatory works on these roads with alternative resources and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion of these works prior to mobilization.

Payment will be by square meter (sq. m) of surface treatment. The unit price for the work includes the emulsion and aggregates. The supply and application of the aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

**32. Surface Treatment - Municipality of Trent Lakes**

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Single Surface Treatment shall conform to OPSS 304 and will be over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion (OPSS 1103) with washed Class 6 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Municipality in writing 7 Business Days prior to the start of the work.

Double Surface Treatment shall conform to OPSS 304 and will be over granular "A" with HP 200P Polymer Modified Asphalt Emulsion (OPSS 1103) with Class 3 and washed Class 6 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Municipality in writing 7 Business Days prior to the start of the work.

The Contractor shall advise the Municipality in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the Municipality with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. The Contractor is also responsible for providing the Municipality with compatibility tests 7 Business Days prior to commencing work according to OPSS 1103 for the emulsion with the Class 3 and washed Class 6 Aggregate. Costs associated with this testing shall be borne by the Contractor.

The Municipality will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Municipality and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Municipality according to OPSS 304. The Municipality will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

The Municipality shall be completing preparatory works on these roads with alternative resources and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion of these works prior to mobilization.

Payment will be by square meter (sq. m) of surface treatment. The unit price for the work includes the emulsion and aggregates. The supply and application of the aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

**33. Surface Treatment - Township of Cavan Monaghan**

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Double Surface Treatment shall conform to OPSS 304 and will be over granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion (OPSS 1103) with Class 2 and Class 6 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to work according to OPSS 1103 for the emulsion with the Class 2 and Class 6 Aggregate. Costs associated with this testing shall be borne by the Contractor.

The Contractor shall advise the Township in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the Township with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. Costs associated with this testing shall be borne by the Contractor.

The Township will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Township and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Township according to OPSS 304. The Township will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

The Township shall be completing preparatory works on these roads with alternative resources and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion of these works prior to mobilization.

Payment will be by square meter (sq. m) of surface treatment. The unit price for the work includes the emulsion and aggregates. The supply and application of the aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

**34. Surface Treatment - Township of Selwyn**

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Single Surface Treatment shall conform to OPSS 304 and will be over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion (OPSS 1103) with ¼" washed trap rock (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to work according to OPSS 1103 for the emulsion with the ¼" washed traprock supplied by the Township of Selwyn. Costs associated with this testing shall be borne by the Contractor.

Double Surface Treatment shall conform to OPSS 304 and will be over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion (OPSS 1103) with 3/8" Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to work according to OPSS 1103 for the emulsion with the 3/8" Aggregate supplied by the Township of Selwyn. Costs associated with this testing shall be borne by the Contractor.

The Contractor shall advise the Township in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the Township with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. Costs associated with this testing shall be borne by the Contractor.

The Township will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Township and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Township according to OPSS 304. The Township will arrange and pay for

all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

The Township shall be completing preparatory works on these roads with alternative resources and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion of these works prior to mobilization.

Payment will be by kilogram of asphalt emulsion. The unit price for the work for the Township of Selwyn includes the binder emulsion. The 3/8" Aggregate will be supplied by the Township of Selwyn from Selwyn's Preston Pit on Preston Road but not delivered to the job site. The delivery and application of the 3/8" Aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

Payment will be by kilogram of asphalt emulsion. The unit price for the work for the Township of Selwyn includes the binder emulsion. The 1/4" washed traprock will be supplied by the Township of Selwyn from Selwyn's Preston Pit on Preston Road but not delivered to the job site. The delivery and application of the 1/4" washed traprock is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

### **35. Fog Seal - County of Peterborough**

OPSS 1103 and OPSS 1106 apply except as amended below:

Fog Sealing shall be defined as the single application of emulsion followed by a single application of Class 4 aggregate. Fog seal is to be applied on County Road No. 44, 48, 504, 507 and 20.

Fog sealing of roads in this contract shall be completed immediately after the completion of the surface treatment on a daily basis as directed by the Contract Administrator. If weather inhibits the fog seal placement prior to the end of each day, the fog seal shall be placed as soon as possible, weather permitting. If traffic is allowed on the completed surface treatment prior to the fog seal application, the roadway shall be swept prior to the fog seal application.

The emulsion shall be CSS-1H or SS-1H and shall conform to OPSS 1103, or an approved equivalent.

The aggregate shall meet the requirements of Class 4 in Table 1 of OPSS 1106.

The pressure distributor shall be designed and manufactured to spray binder on the road surface. The pressure distributor shall be capable of applying emulsion

at the specified rates and in a continuous and uniform manner both longitudinally and transversely for a full lane width.

The mechanical aggregate spreader shall be designed and manufactured to be self-propelled and capable of continuously and uniformly distributing aggregate at the specified application rate.

The County will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the County and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the County according to OPSS 1103. The County will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

Emulsion application temperatures shall be according to OPSS 1103. The emulsion shall be uniformly sprayed on the road at an application rate of 0.4 to 0.6 L/m<sup>2</sup>. The emulsion shall be diluted with water prior to spraying at rate of approximately 70% emulsion 30% water.

The aggregate shall be uniformly applied at a rate of 3 to 5 kg/m<sup>2</sup>. No traffic shall be permitted on the surface until the contractor has deemed that the seal will remain unaffected by public traffic.

Payment will be by square meters of area fog sealed. The supply and application of the cover aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

### **36. Replacement of Cross Culverts – Provisional Item - County Road No. 48**

OPSS 421 applies except as amended below:

There are two cross culverts to be replaced on County Road No. 48.

The installation of the new cross culverts shall be a “footprint” and at the same grade of the existing cross culverts.

The existing corrugated steel culvert (CSP) located approximately 220 m east of Preston Road shall be replaced with a 800 mm diameter x 20.0 m Type II galvanized CSP maintaining the existing grade and alignment.

The existing CSP located approximately 542 m east of Preston Road shall be replaced with a 800 mm diameter x 26.0 m Type II galvanized CSP maintaining existing grade and alignment.

All culverts, including any necessary hardware and collars, shall be purchased by the Contractor. The Contractor will be responsible for delivering the culverts to the project site.

Bedding and cover shall conform to OPSD 802.010, 802.013, 802.014, 802.020, 802.023 and 802.024. Granular "A" shall be used for the bedding and cover. Clear stone, when required and as determined by the County, shall be used for bedding. Backfill for this shall be granular "B". The disturbed road bed shall be replaced with 150 mm of granular "A" and 450 mm of granular "B". Granulars used for the installation of the culverts shall be included in the unit price of the culverts.

The Contractor shall determine whether or not a frost treatment is required for each cross culvert replacement. If the Contractor determines that a frost treatment is required, the frost treatment shall be constructed to OPSD 803.030 and 803.031 and shall be included in the unit price of the culverts.

Dewatering, environmental protection, temporary erosion and sediment control and construction staging shall be included in the unit price. Installation of turtle exclusion fencing prior to May 15<sup>th</sup> for the replacement of the cross culverts on County Road No. 48 shall be included in the unit price of the culverts. All permits required from the applicable Conservation Authority (i.e. ORCA, Crowe Valley) will be obtained by the County prior to commencement of the works.

Payment shall be by meter and the unit price tendered shall include all costs for labour, material and equipment to remove and dispose of existing culverts and to purchase and install the new culverts.

### **37. Surface Treatment - Provisional Item - Township of Douro-Dummer**

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Single Surface Treatment shall conform to OPSS 304 and will be over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion (OPSS 1103) with ¼" washed traprock (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to commencing work according to OPSS 1103 for the emulsion with the ¼" washed traprock. Costs associated with this testing shall be borne by the Contractor.

Double Surface Treatment shall conform to OPSS 304 and will be over granular "A" with HP 200P Polymer Modified Asphalt Emulsion (OPSS 1103) with Class 2 and Class 6 Aggregate (OPSS 1006), Class 6 Aggregate (OPSS 1006) and ¼" washed traprock or Class 2 Aggregate (OPSS 1006) and ¼" washed traprock. The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The

Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to work according to OPSS 1103 for the emulsion with the Class 2, Class 6 Aggregate and ¼” washed traprock. Costs associated with this testing shall be borne by the Contractor.

The Contractor shall advise the Township in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the Township with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. Costs associated with this testing shall be borne by the Contractor.

The Township will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Township and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Township according to OPSS 304. The Township will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

The Township shall be completing preparatory works on these roads with alternative resources and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion of these works prior to mobilization.

Payment will be by square meter (sq. m) of surface treatment. The unit price for the work includes the emulsion and aggregates. The supply and application of the aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

### **38. Roadway Pulverizing – Provisional Item – The Township of Havelock Belmont Methuen**

OPSS 206, OPSS 301, OPSS 314, OPSS 330 and OPSS 501 apply except as amended below:

On Burnt Dam Road, the area to be pulverized is approximately 6.0 m wide. The existing surface treatment has an average depth of approximately 25 mm.

On North School Road, the area to be pulverized is approximately 6.0 m wide that is existing surface treatment which has an average depth of approximately 25 mm.

On 8<sup>th</sup> Concession, the area to be pulverized is approximately 6.0 m wide that is existing surface treatment which has an average depth of approximately 25 mm.

The Contractor will be required to pulverize the existing roadway platform (i.e. existing surface and shoulders) to a total depth of 150 mm, shape, grade and compact in accordance with OPSS 301 and OPSS 330 prior to the surface treatment. A water truck shall be used to aid in achieving compaction.

While processing the existing surface, the Contractor shall ensure that the existing asphalt materials at the surface and the granular base are thoroughly mixed to the specified depth.

The processing shall be completed to the same station for the full surface width prior to closing down operations each day.

The placement of granular shall begin no later than 3 days after completion of pulverizing (weather dependant).

Measurement for payment of this tender item shall be made by the square meter of actual horizontal surface pulverized and shall be full compensation for all work described above. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

**39. Surface Treatment - Provisional Item – Township of Havelock Belmont Methuen**

**Burnt Dam Road:** for approximately 0.50 km, application of a double surface treatment over existing granular "A"

**North School Road:** from County Road No. 46 to Baker Road for approximately 0.50 km, application of a double surface treatment over existing granular "A"

**8<sup>th</sup> Concession:** from MTO Highway No. 7 to County Road No. 42 for approximately 1.00 km, application of a double surface treatment over existing granular "A"

The Township of Havelock Belmont Methuen reserves the right to call for partial supply of any of the works listed above subject to Township Council 2020 budget approval.

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Double Surface Treatment shall conform to OPSS 304 and will be over granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion (OPSS 1103) with Class 6 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The Contractor is also responsible for providing the Township

with compatibility tests 7 Business Days prior to work according to OPSS 1103 for the emulsion with the Class 6 Aggregate. Costs associated with this testing shall be borne by the Contractor.

The Contractor shall advise the Township in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the Township with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. The Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to commencing work according to OPSS 1103 for the emulsion with the Class 2 and Class 6 Aggregate. Costs associated with this testing shall be borne by the Contractor.

The Township will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Township and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Township according to OPSS 304. The Township will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

The Township shall be completing preparatory works on these roads with alternative resources and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion of these works prior to mobilization.

Payment will be by square meter (sq. m) of surface treatment. The unit price for the work includes the emulsion and aggregates. The supply and application of the aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

#### **40. Surface Treatment – Provisional Item -Township of Selwyn**

**5<sup>th</sup> Line:** from Centre Line to Lakefield Road for approximately 1.45 km, application of a single surface treatment over existing surface treatment

**6<sup>th</sup> Line:** from Centre Line to Lakefield Road for approximately 3.28 km, application of a single surface treatment over existing surface treatment

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Single Surface Treatment shall conform to OPSS 304 and will be over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion (OPSS 1103) with ¼" washed trap rock (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to work according to OPSS 1103 for the emulsion with the ¼" washed traprock supplied by the Township of Selwyn. Costs associated with this testing shall be borne by the Contractor.

Double Surface Treatment shall conform to OPSS 304 and will be over existing surface treatment with HF 150-SP Polymer Modified Asphalt Emulsion (OPSS 1103) with 3/8" Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Township in writing 7 Business Days prior to the start of the work. The Contractor is also responsible for providing the Township with compatibility tests 7 Business Days prior to work according to OPSS 1103 for the emulsion with the 3/8" Aggregate supplied by the Township of Selwyn. Costs associated with this testing shall be borne by the Contractor.

The Contractor shall advise the Township in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the Township with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. Costs associated with this testing shall be borne by the Contractor.

The Township will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Township and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Township according to OPSS 304. The Township will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

The Township shall be completing preparatory works on these roads with alternative resources and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion of these works prior to mobilization.

Payment will be by kilogram of asphalt emulsion. The unit price for the work for the Township of Selwyn includes the binder emulsion. The 3/8" Aggregate will be supplied by the Township of Selwyn from Selwyn's Preston Pit on Preston Road but not delivered to the job site. The delivery and application of the 3/8" Aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

Payment will be by square meter (sq. m) of surface treatment. The 1/4" washed traprock will be supplied by the Township of Selwyn from Selwyn's Preston Pit on Preston Road but not delivered to the job site. The delivery and application of the 1/4" washed traprock is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

**41. Final Grading of Granular "A" of All Roads - Provisional Item -  
Township of Cavan Monaghan**

OPSS 301, OPSS 314, OPSS 501, OPSS 506 and OPSS 1010 apply with the following amendments:

The Township shall be completing preparatory works on all roads and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion of these works prior to mobilization.

The final grade and slope of the finished granular surface prior to surface treatment application shall meet the tolerances as per OPSS 314 specifications for Granular "A". The completed cross section and profile must be uniform and consistent all in accordance with OPSS 301.

Payment for the final grading item shall be by the square meter and shall be full compensation for labour and equipment to do the work at the Tender Unit Price.

**43. Grinding/Milling for Road Repair Work on County Road No. 48 - County  
of Peterborough**

All in accordance with OPSS MUNI 510, except as amended below:

On County Road No. 48, the hot mix asphalt patch as directed by the County shall be grinded/milled to a minimum width of 7.0 meters, length of 130.0 meters and depth of 90 mm and left in place. The Contractor shall reshape, grade and compact the grinded/milled material in accordance with OPSS 301 and OPSS 330 prior to the 50 mm HL3 PG58-34. A water truck shall be used to aid in achieving compaction. The existing Hot Mix at the area of repair is approximately 90 mm in depth. All Limits of Paving shall be milled to a minimum width of 0.5 metre for step joints unless otherwise directed by the County.

Measurement for payment for cold milling/grinding shall be by the area in square Meters of actual horizontal surface grinded/milled.

Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

**44. Hot Mix Asphalt HL3 PG58-34 (50 mm) for Road Patch Repair on County Road No. 48 - County of Peterborough**

OPSS 310, OPSS 1003, OPSS 1150 and MUNI 1101 apply with the following amendments:

Road repair work at sta. 1+400 to sta. 1+530 full width on County Road No. 48 with HL3 PG 58-34 (50 mm). The commercial entrance at 911 #3320 shall be included and paved as per CSAS-31 to property line.

The Contractor shall use a current Ministry of Transportation Ontario design mix for hot mix asphalt HL3 PG58-34, if available. If a current mix design is unavailable, the Contractor will be responsible for producing a mix design.

Samples shall be taken under the direction and presence of the County.

The Contractor shall take a **minimum of one (1) sample set for the tonnage laid**. A sample set shall consist of three (3) samples. The distribution of the three (3) samples obtained shall be; one (1) sample for the County, one (1) sample for the Contractor and one (1) sample as a referee. Timing will be to the satisfaction of the County. The samples are to be provided to the County by the Contractor, on site. The County shall receive and store the referee sample.

Where the asphalt test results fail to meet the requirements of OPSS 310, table 7 and 8 the Contractor shall conduct remedial action per OPSS 310.

Payment shall be by the tonne at the Tender Unit Price tendered and shall be full compensation for labour, equipment and materials to supply, haul, place and compact the asphalt.

**45. Contingency - County of Peterborough Roads**

Payment under this item is for any unforeseen County of Peterborough works that may arise during construction. Work is to be undertaken only with prior approval of the Contract Administrator.

**Part "D" Bid Form**

**The Corporation of the County of Peterborough**

**County Court House  
470 Water Street  
Peterborough, Ontario K9H 3M3**

**Tender No. T-03-2020**

**Surface Treatment**

**Documents to be enclosed with this Bid Form.**

- Part D Bid Document Signed & Sealed**
- Bid Deposit**
- Performance Surety Commitment Requirements**
- Certificate of Insurance (upon award)**
- WSIB Clearance (upon award)**

**1. Bidders Information Form**

**Bidders must complete this form and include with the Bid Submission  
Please ensure all information is legible.**

<b>1.</b>	<b>Company Name</b>	
<b>2.</b>	<b>Respondent's Main Contact Individual</b>	
<b>3.</b>	<b>Address (incl. Postal Code)</b>	
<b>4.</b>	<b>Office Phone #</b>	
<b>5.</b>	<b>Toll Free #</b>	
<b>6.</b>	<b>Fax #</b>	
<b>7.</b>	<b>e-mail address</b>	
<b>8.</b>	<b>HST Account #</b>	

**Acknowledgement to Receipt of Addenda:**

**This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)**

<b>Addendum #</b>	<b>Date Received</b>
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda received.

\_\_\_\_\_  
**Respondent**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**2. Declaration of Accessibility Compliance**

**Surface Treatment  
Part "D"**

**Bid Form**

<b>Company Name:</b>	
<b>Print Name:</b>	
<b>Title:</b>	<b>Dated:</b>

I/ we acknowledge that as a Contractor/Consultant of the County of Peterborough we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards."

**3. Schedule of Items and Prices**

(All unit prices are not to include H.S.T.)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts “A”, “B”, “C” and “D” of the Tender for the following prices:

**Note: The County reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the County to do so. The other Townships/ Municipalities reserve the right to accept or reject their portion of the tender.**

**Tender award will be made based upon the lowest compliant bidder for each participant. Once the lowest compliant bidder has been identified, the County reserves the right to include any or all of the provisional items at any time during the award or construction process.**

**Each participating Township will be responsible to ensure appropriate approvals are secured and will be responsible to issue a Purchase Order to the successful bidder(s) for the specific location. Invoices must be sent to the Township or County identified as noted herein.**

**The County will be releasing Total Bid Prices per location upon tender closing.**

**The County reserves the right to cancel any or all items.**

<b>Description</b>	<b>OPSS, Spec</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>The County of Peterborough</b>					
<b>County Road No. 44: from County Road No. 6 easterly for approximately 3.20 km</b>					
Double Surface Treatment (8.0 m wide) over existing granular “A” with HF 150-SP Asphalt Emulsion with Class 2 Aggregate	304, 1006, 1103 SP23	sq. m	25, 600	\$_____	\$_____
Roadway Pulverizing (8.0 m wide)	206, 301, 314, 330, 501 SP24	sq. m	25, 600	\$_____	\$_____
Granular “A” Restore Cross Section	314, 501, 1010 SP25	tonnes	6, 200	\$_____	\$_____
<b>County Road No. 48: from 200 m east of Preston Road easterly for approximately 2.05 km</b>					

**Surface Treatment  
Part "D"**

**Bid Form**

<b>Description</b>	<b>OPSS, Spec</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
Double Surface Treatment (11.0 m wide) over existing granular "A" with HF 150-SP Asphalt Emulsion with Class 2 Aggregate	304, 1006, 1103 SP23	sq. m	22, 100	\$_____	\$_____
Roadway Pulverizing (11.0 m wide)	206, 301, 314, 330, 501 SP24	sq. m	22, 100	\$_____	\$_____
Hot Mix HL3 PG58-34 (50 mm) for Road Patch Repair	310, 1003, 1150, MUNI 1101, SP43	sq. m	930	\$_____	\$_____
Grinding/Milling (7.0 m wide x 50 mm deep) for Road Repair Work including Reshaping, Grading and Compacting	510 SP42	sq. m	910	\$_____	\$_____
Granular "A" Restore Cross Section	314, 501, 1010 SP25	tonnes	5,200	\$_____	\$_____
<b>County Road No. 504: from 700 m east of County Road No. 52 easterly to McCoy Road approximately 5.00 km</b>					
Double Surface Treatment (8.0 m wide) over existing granular "A" with HF 150-SP Asphalt Emulsion with Class 2 Aggregate	304, 1006, 1103 SP23	sq. m	40, 000	\$_____	\$_____
Roadway Pulverizing (8.0 m wide)	206, 301, 314, 330, 501 SP24	sq. m	40, 000	\$_____	\$_____
Granular "A" Restore Cross Section	314, 501, 1010 SP25	tonnes	9, 600	\$_____	\$_____
<b>County Road No. 507: from Salmon Lake Road To Haliburton Boundary for approximately 3.09 km</b>					
Double Surface Treatment (8.0 m wide) over existing granular "A" with HF 150-SP Asphalt Emulsion with Class 2 Aggregate	304, 1006, 1103 SP23	sq. m	24, 100	\$_____	\$_____
Roadway Pulverizing (8.0 m wide)	206, 301, 314, 330, 501	sq. m	24, 100	\$_____	\$_____

**Surface Treatment  
Part "D"**

**Bid Form**

Description	OPSS, Spec	Units	Estimated Quantity	Unit Price	Total Price
	SP24				
Granular "A" Restore Cross Section	314, 501, 1010 SP25	tonnes	5, 800	\$_____	\$_____
<b>County Road No. 20: from County Road No. 18 to County Road No, 23 for approximately 9.00 km</b>					
Double Surface Treatment (10.0 m wide) over existing granular "A" with HF 150-SP Asphalt Emulsion with Class 2 Aggregate	304, 1006, 1103 SP23	sq. m	90, 000	\$_____	\$_____
Roadway Pulverizing (10.0 m wide)	206, 301, 314, 330, 501 SP24	sq. m	90, 000	\$_____	\$_____
Re-grading of Ditch Line	421 SP28	m	7,000	\$_____	\$_____
200 mm Subdrain Installation	421 SP29	m	2,100	\$_____	\$_____
750 mm dia. X 20.0 m Type II Galvanized	421 SP30	m	20	\$_____	\$_____
Durable Pavement Markings	710, 1716, SP27	m	27,000	\$_____	\$_____
Granular "A" Restore Cross Section	314, 501, 1010 SP25	tonnes	22,000	\$_____	\$_____
<b>Fog Seal</b>					
Fog Seal County Road No. 44	1103, 1106 SP35	sq. m	25, 600	\$_____	\$_____
Fog Seal County Road No. 48	1103, 1106 SP35	sq. m	16, 750	\$_____	\$_____
Fog Seal County Road No. 504	1103, 1106 SP35	sq. m	40, 000	\$_____	\$_____
Fog Seal County Road No. 507	1103, 1106 SP35	sq. m	24, 100	\$_____	\$_____
Fog Seal County Road No. 20	1103, 1106 SP35	sq. m	90, 000	\$_____	\$_____
<b>Pavement Markings</b>					

**Surface Treatment  
Part "D"**

**Bid Form**

Description	OPSS, Spec	Units	Estimated Quantity	Unit Price	Total Price
Pavement Markings	710, 1716, SP26	m	5,250	\$_____	\$_____
<b>Contingency - County of Peterborough Roads</b>					
Contingency	SP45	LS	100%	\$50,000	\$50,000
"County of Peterborough" Sub Total					\$_____
H.S.T. Registration # _____				H.S.T.	\$_____
<b>Total Tendered Price (basis of award)</b> *Tender will be awarded to the lowest, compliant total tendered price bidder.					\$_____

<b>The Township of Douro-Dummer</b>					
<b>Ironwood Drive: from County Road No. 4 to South limit for approximately 0.5 km</b>					
Single Surface Treatment (6.5 m wide) over existing surface treatment with HF 150-SP Polymer Modified Asphalt Emulsion with ¼" washed traprock	304, 1006, 1103 SP31	sq. m	3, 350	\$_____	\$_____
<b>Canal Road: from County Road No. 4 to North Limit for approximately 0.7 km</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP31	sq. m	4, 650	\$_____	\$_____
"Douro-Dummer" Sub Total					\$_____
H.S.T. Registration # _____				H.S.T.	\$_____
<b>Total Tendered Price (basis of award)</b> *Tender will be awarded to the lowest, compliant total tendered price bidder.					\$_____

<b>The Municipality of Trent Lakes</b>					
<b>Bear Creek Road: from Bear Creek Road to end of Elim Lodge Road for approximately 4.1 km</b>					
Single Surface Treatment (7.0 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with washed Class 6 Aggregate	304, 1006, 1103 SP32	sq. m	28, 700	\$_____	\$_____
<b>Allen's Alley: for approximately 2.1 km</b>					
Single Surface Treatment (7.0 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with washed Class 6 Aggregate	304, 1006, 1103 SP32	sq. m	14, 700	\$_____	\$_____
<b>Allen's Road: for approximately 1.9 km</b>					
Single Surface Treatment (7.0 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with washed Class 6 Aggregate	304, 1006, 1103 SP32	sq. m	13, 300	\$_____	\$_____
<b>Sumcot Drive: for approximately 1.9 km</b>					
Single Surface Treatment (7.0 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with washed Class 6 Aggregate	304, 1006, 1103 SP32	sq. m	13, 300	\$_____	\$_____
<b>Mill Line Road: for approximately 2.7 km</b>					
Single Surface Treatment (7.0 m wide) over existing surface treatment with HP 200 P Polymer Modified Asphalt Emulsion with washed Class 6 Aggregate	304, 1006, 1103 SP32	sq. m	18, 900	\$_____	\$_____
<b>Crowes Line Road: for approximately 1.8 km</b>					
Single Surface Treatment (7.0 m wide) over existing surface treatment with HP 200P Polymer Modified	304, 1006, 1103 SP32	sq. m	12, 600	\$_____	\$_____

**Surface Treatment  
Part "D"**

**Bid Form**

Asphalt Emulsion with washed Class 6 Aggregate					
<b>Kennedy Drive: for approximately 4.0 km</b>					
Single Surface Treatment (7.0 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with washed Class 6 Aggregate	304, 1006, 1103 SP32	sq. m	28,000	\$_____	\$_____
"Municipality of Trent Lakes" Sub Total					\$_____
H.S.T. Registration # _____				H.S.T.	\$_____
<b>Total Tendered Price (basis of award)</b>					\$_____
*Tender will be awarded to the lowest, compliant total tendered price bidder.					\$_____

<b>The Township of Cavan Monaghan</b>					
<b>Morton Line: from County Road No. 10 westerly for approximately 1 km</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP33	sq. m	1, 650	\$_____	\$_____
<b>Morton Line: from 1426 Morton Line easterly for approximately 800 m</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP33	sq. m	5, 200	\$_____	\$_____
<b>Beardsmore Road: from Worboy Court southerly for approximately 1.0 km</b>					
Double Surface Treatment (6.7 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP33	sq. m	6, 700	\$_____	\$_____
<b>Dranoel Road: from Hwy 7A to Dranoel Drive for approximately 320 m</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP33	sq. m	2, 080	\$_____	\$_____
<b>Dranoel Drive: from Hwy 7A to Dranoel Road for approximately 505 m</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP33	sq. m	3, 285	\$_____	\$_____
<b>Syer Line: from Tapley ¼ Line to West CPR Bridge for approximately 800 m</b>					

**Surface Treatment  
Part "D"**

**Bid Form**

Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP33	sq. m	5, 200	\$_____	\$_____
<b>Larmer Line: from County Road No. 10 to Hwy 115 Bridge for approximately 1.30 km</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP33	sq. m	8, 450	\$_____	\$_____
<b>Deyell Line: from T-Way Drive to Hutchison Drive for approximately 1.30 km</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP33	sq. m	8, 450	\$_____	\$_____
"Township of Cavan Monaghan" Sub Total					\$_____
H.S.T. Registration # _____				H.S.T.	\$_____
<b>Total Tendered Price (basis of award)</b> *Tender will be awarded to the lowest, compliant total tendered price bidder.					\$_____

<b>The Township of Selwyn</b>					
<b>Myers Cres: for approximately 1.01 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	7, 010	\$_____	\$_____
<b>Mystic Meadow: for approximately 0.35 km</b>					
Single Surface Treatment (6 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	2, 100	\$_____	\$_____
<b>Mystic Cres: for approximately 0.27 km</b>					
Single Surface Treatment (6 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	1, 620	\$_____	\$_____
<b>Cedarvale Cres: for approximately 0.59 km</b>					
Single Surface Treatment (6 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	3, 540	\$_____	\$_____
<b>Teraview Heights: for approximately 0.79 km</b>					
Single Surface Treatment (6 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	4, 740	\$_____	\$_____
<b>Garmondale Ave: for approximately 0.17 km</b>					
Single Surface Treatment (6 m wide) over existing surface treatment with HP 200P Polymer Modified	304, 1006, 1103 SP34	sq. m	1, 020	\$_____	\$_____

**Surface Treatment  
Part "D"**

**Bid Form**

Asphalt Emulsion with ¼" traprock					
<b>Gazelle Trail: for approximately 0.70 km</b>					
Single Surface Treatment (7.5 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	4, 550	\$_____	\$_____
<b>Antelope Trail: for approximately 2.04 km</b>					
Single Surface Treatment (6.5 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	13, 260	\$_____	\$_____
<b>Impala Hills: for approximately 0.25 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	1, 750	\$_____	\$_____
<b>Kudu Court: for approximately 0.15 km</b>					
Single Surface Treatment (6.8 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	1, 020	\$_____	\$_____
<b>Eland Court: for approximately 0.05 km</b>					
Single Surface Treatment (6.8 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with ¼" traprock	304, 1006, 1103 SP34	sq. m	340	\$_____	\$_____
<b>Sable Court: for approximately 0.10 km</b>					
Single Surface Treatment (6.5 m wide) over existing surface treatment with HP 200P Polymer Modified	304, 1006, 1103 SP34	sq. m	650	\$_____	\$_____

**Surface Treatment  
Part "D"**

**Bid Form**

Asphalt Emulsion with 1/4" traprock					
<b>Ermatinger St: for approximately 0.79 km</b>					
Single Surface Treatment (7.5 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 1/4" traprock	304, 1006, 1103 SP34	sq. m	5, 925	\$_____	\$_____
<b>Caroline St: for approximately 0.93 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 1/4" traprock	304, 1006, 1103 SP34	sq. m	6, 510	\$_____	\$_____
<b>Duggan: for approximately 0.14 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	840	\$_____	\$_____
<b>Brick Road: from Skyline southerly for approximately 0.73 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	kg	5, 110	\$_____	\$_____
<b>Beachwood Dr: for approximately 1.13 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	7, 910	\$_____	\$_____
<b>Berrie Rd: for approximately 2.80 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified	304, 1006, 1103 SP34	sq. m	19, 600	\$_____	\$_____

**Surface Treatment  
Part "D"**

**Bid Form**

Asphalt Emulsion with 3/8" Aggregate					
<b>9<sup>th</sup> Line: for approximately 3.02 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	18, 120	\$_____	\$_____
<b>15<sup>th</sup> Line: from Newcomb to Jopling for approximately 1.48 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	17, 812	\$_____	\$_____
<b>Jopling Road: from 15<sup>th</sup> Line to 14<sup>th</sup> Line for approximately 1.44 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	10, 080	\$_____	\$_____
<b>Murphy Road: for approximately 1.47 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	10, 290	\$_____	\$_____
<b>McCue Rd: for approximately 0.14 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	770	\$_____	\$_____
<b>Hilliard St: from Woodland to 5<sup>th</sup> Line for approximately 1.48 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified	304, 1006, 1103 SP34	sq. m	11, 100	\$_____	\$_____

**Surface Treatment  
Part "D"**

**Bid Form**

Asphalt Emulsion with 3/8" Aggregate					
<b>Pinehurst Ave: for approximately 1.52 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	9, 120	\$_____	\$_____
<b>Fairbairn St: from 3<sup>rd</sup> Line to City Limits for approximately 1.15 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	8, 050	\$_____	\$_____
<b>15<sup>th</sup> Line: from Newcomb to North School for approximately 1.10 km</b>					
Double Surface Treatment (7.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	16, 500	\$_____	\$_____
<b>Strickland St: for approximately 1.11 km</b>					
Double Surface Treatment (7.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP34	sq. m	16, 650	\$_____	\$_____
"Township of Selywn" Sub Total					\$_____
H.S.T. Registration # _____				H.S.T.	\$_____
<b>Total Tendered Price (basis of award)</b>					\$_____
*Tender will be awarded to the lowest, compliant total tendered price bidder.					\$_____

**Surface Treatment  
Part "D"**

**Bid Form**

<p><b>"County of Peterborough" Total Tendered Price (basis of award)</b> *Tender will be awarded to the lowest, compliant total tendered price bidder.</p>	<p>\$ _____</p>
<p><b>"Township of Douro-Dummer" Total Tendered Price (basis of award)</b> *Tender will be awarded to the lowest, compliant total tendered price bidder.</p>	<p>\$ _____</p>
<p><b>"Township of Trent Lakes" Total Tendered Price (basis of award)</b> *Tender will be awarded to the lowest, compliant total tendered price bidder.</p>	<p>\$ _____</p>
<p><b>"Township of Cavan Monaghan" Total Tendered Price (basis of award)</b> *Tender will be awarded to the lowest, compliant total tendered price bidder.</p>	<p>\$ _____</p>
<p><b>"Township of Selwyn" Total Tendered Price (basis of award)</b> *Tender will be awarded to the lowest, compliant total tendered price bidder.</p>	<p>\$ _____</p>

**Provisional items:**

Tender award will be made based upon the lowest compliant bidder for the base tender bid. Once the lowest compliant bidder has been identified the County reserves the right to include any or all of the provisional items at any time during the award or construction process.

**Note: Bidders may bid on all locations or individual locations. The County reserves the right to award this contract on a total basis or split order basis, whichever is in the best interest of the County.**

**4. Provisional Items:**

Description	OPSS, Spec	Units	Estimated Quantity	Unit Price	Total Price
<b>The County of Peterborough</b>					
<b>County Road No. 48: from 280m east of Preston Road easterly for approximately 2.05 km</b>					
<b>Removal and Replacement of Cross Culvert (including pipe cost)</b>					
800 mm dia. X 20.0 m Type II Galvanized	421 SP36	m	20	\$_____	\$_____
800 mm dia. X 26.0 m Type II Galvanized	421 SP36	m	26	\$_____	\$_____
<b>County Road No. 504: from 280m east of Preston Road easterly for approximately 2.05 km</b>					
<b>Removal and Replacement of Cross Culvert (including pipe cost)</b>					
800 mm dia. X 20.0 m Type II Galvanized	421 SP36	m	20	\$_____	\$_____
800	421 SP36	m	26	\$_____	\$_____
<b>County Road No. 507: from 280m east of Preston Road easterly for approximately 2.05 km</b>					
<b>Removal and Replacement of Cross Culvert (including pipe cost)</b>					
800 mm dia. X 20.0 m Type II Galvanized	421 SP36	m	20	\$_____	\$_____
	421 SP36	m	26	\$_____	\$_____

<b>The Township of Douro-Dummer</b>					
<b>Daleview Road: from County Road No. 4 to Division Road for approximately 0.70 km</b>					
Double Surface Treatment (6.5 m) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP37	sq. m	4, 550	\$_____	\$_____

<b>The Township of Cavan Monaghan</b>					
Final Grading of Granular "A" of All Roads	301, 314, 501, 506, 1010 SP41	sq. m	45, 865	\$_____	\$_____

<b>The Township of Havelock Belmont Methuen</b>					
<b>Burnt Dam Road: for approximately 0.50 km</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103, SP39	sq. m	3, 250	\$_____	\$_____
Double Surface Treatment (6.5 m wide) over existing granular "A" with HP 200P Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP39	sq. m	3, 250	\$_____	\$_____
Roadway Pulverizing (6.5 m wide)	206, 301, 314, 330, 501 SP38	sq. m	3, 250	\$_____	\$_____
<b>North School Road: for approximately 0.50 km</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with	304, 1006, 1103 SP39	sq. m	3, 250	\$_____	\$_____

**Surface Treatment  
Part "D"**

**Bid Form**

Class 2 & Class 6 Aggregate					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HP 200P Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP39	sq. m	3, 250	\$_____	\$_____
Roadway Pulverizing (6.5 m wide)	206, 301, 314, 330, 501 SP38	sq. m	3, 250	\$_____	\$_____
<b>8<sup>th</sup> Concession: for approximately 1.00 km</b>					
Double Surface Treatment (6.5 m wide) over existing granular "A" with HF 150-SP Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP39	sq. m	6, 500	\$_____	\$_____
Double Surface Treatment (6.5 m wide) over existing granular "A" with HP 200P Polymer Modified Asphalt Emulsion with Class 2 & Class 6 Aggregate	304, 1006, 1103 SP39	sq. m	6, 500	\$_____	\$_____
Roadway Pulverizing (6.5 m wide)	206, 301, 314, 330, 501 SP38	sq. m	6, 500	\$_____	\$_____

<b>The Township of Selwyn</b>					
<b>5<sup>th</sup> Line: from Centre Line to Lakefield Road for approximately 1.45 km</b>					
Single Surface Treatment (7 m wide) over existing surface treatment with HF 150-SP Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP40	sq. m	16, 200	\$_____	\$_____
<b>6<sup>th</sup> Line: from Centre Line to Lakefield Road for approximately 3.28 km</b>					
Single Surface Treatment (6 m wide) over existing surface treatment with HF 150-SP Polymer Modified Asphalt Emulsion with 3/8" Aggregate	304, 1006, 1103 SP40	sq. m	31, 500	\$_____	\$_____

**Surface Treatment  
Part "D"**

**Bid Form**

To the Corporation of the County of Peterborough, Hereafter called the "County":

I/We \_\_\_\_\_ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true accurate and complete.
2. That I/We have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/We do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that the County may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the County is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/We agree to furnish all documentation, security and certifications as required by the Bid Document and to execute the attached formal contract (Appendix A) in triplicate, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the County is fully conditional upon the receipt of said documentation, security and certifications by the County within Ten (10) Working Days. If I/We fail to do so, the County may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best
7. That I/We agree to save the County, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

**Surface Treatment  
Part "D"**

**Bid Form**

The undersigned affirms that they are duly authorized to execute this bid.

Bidder's Signature and Seal: \_\_\_\_\_

Position: \_\_\_\_\_

Witness: \_\_\_\_\_

Position: \_\_\_\_\_

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the \_\_\_\_\_ of \_\_\_\_\_  
(Town/City)

This \_\_\_\_\_ Day Of \_\_\_\_\_ 2020.

**The Corporation of the County of Peterborough**

**Contract No. T-03-2020**

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**Appendix A: Articles of Agreement**

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**The Corporation of the County of Peterborough**

**Contract No. T-03-2020**

**Articles of Agreement**

**This Agreement** made the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Between**

The Corporation of the County of Peterborough  
hereinafter called the "Municipality"

**and**

**Company Name**

hereinafter called the "Contractor"

In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. The Work**

The Contractor shall:

- (a) Perform the Work required by the Contract Documents for Contract No. T-03-2020 for surface treatment services on various roads with the County of Peterborough; and
- (b) Do and fulfill everything indicated by the Contract Documents; and
- (c) Complete the Work **no later than Tuesday September 1, 2020<sup>1</sup>**, subject with the provisions of the Contract Documents.

\_\_\_\_\_

1

**2. Contract Documents**

The following is an exact list of the Contract Documents referred to in “# 1. The Work” of this Agreement.

1. This Agreement;
2. Tender issued by the County of Peterborough: **T-03-2020**
3. Supplementary Appendices
4. Addenda No. \_ Through\_.
5. Drawing Nos. ;
6. Tender offer of the Contractor
7. Ontario Provincial Standards (**as stated in tender**);
8. OPSS Traffic Standards ;

### **3. Contract Price**

The Contract Price is \_\_\_\_\_ (\$ \_\_\_\_\_) in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the provisions of the Contract Documents. *(The correct amount will be copied from the Bid Form at the time of final contract preparation)*

### **4. Time Schedule**

The Contractor shall perform the Services with the utmost dispatch and, subject to delays beyond its control, shall complete the Services in accordance with the Tender.

### **5. Payment**

- A) Provided that the Contractor is not in default under the Contract Documents, the Municipality shall pay the Contractor in Canadian funds for the performance of the Contract, based upon the progress estimate by the Director of Public Works.
- B) Subject to applicable legislation and the provisions of the Contract Documents and in accordance with legislation and statutory regulations respecting holdback percentages, the Municipality shall:
  - i.) Make monthly payments to the Contractor on account of the Work performed based upon the progress estimates by the Director of Public Works;
  - ii.) Pay to the Contractor the unpaid balance of all holdback monies when permitted by law to do so; and
  - iii.) Upon Completion of the Contract, pay to the Contractor the unpaid balance of monies then due.
- C) In the case of a contractor who is a non-resident of Canada, the applicable provisions of the Income Tax Act (Canada) shall apply.

**6. Rights and Remedies**

- A) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- B) No action or failure to act by the Municipality or the Contractor shall constitute a waiver of any right or duty afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**7. Implied Contract**

No implied contract of any kind whatsoever by or on behalf of the Municipality shall arise or be implied from anything in this contract contained, nor from any position or situation of the parties at any time, if being clearly understood that the express covenants and agreements herein contained made by the Municipality shall be the only covenants and agreements upon which any right against the Municipality may be founded.

**8. Warranty Period**

For the purposes of Part "B" Standard Terms of Conditions of the Contract Documents, the warranty period shall be **12 months** from the date of Total Performance of the Work or such longer periods as may be specified for certain Products or work.

**9. Bid Deposit**

For the purposes of Part "B" Standard Terms and Conditions of the Contract Document, the bid deposit delivered to the Municipality with the bid documents is acknowledged to be \$\_\_\_\_\_ (**10% of total tendered price**).

**10. Liquidated Damages**

For the purposes of Part "C" General Special Provisions of the Contract Documents, the amount per day for liquidated damages is **\$2,500.00 (Two Thousand five hundred Dollars)**.

**11. Receipt of and Addresses for Notices**

Any notices, requests, demands or other communications (a "notice") required or permitted to be given hereunder shall be in writing and delivered by hand or telecopy as follows:

The Corporation of the County of Peterborough, 470 Water Street, Peterborough, Ontario, K9H 3M3, Facsimile No. (705) 876-1730

The Contractor at .....

or at such other address as may from time to time be designated by notice given in the manner herein provided. Such notice shall be deemed to have been given when delivered, provided that if notice is delivered by telecopier or by hand on a day other than a Working Day or after 3:00 p.m. on a Working Day, then the same shall be deemed to have been given on the next Working Day.

**12. Law of the Contract**

The law of the Province of Ontario shall govern the interpretation of the Contract Documents referred to in #2 of this Agreement.

**13. Language of the Contract**

This Agreement is drawn in English at the request of all parties hereto; ce marché est rédigé en anglais à la demande de toutes les parties.

**14. Succession**

The General Conditions of the Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

**15. Severability**

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent:

- A) The remainder of this Agreement or the application of such provision to any other person or circumstance shall not be affected thereby; and
- B) The parties shall negotiate in good faith to amend this Agreement to implement the provisions set forth.

**16. Termination**

If the Contractor fails in the Municipality's reasonable opinion to give satisfactory service to the Municipality in accordance with the terms of this Agreement and the Tender forms and specifications attached to this Agreement, or if for any other reason the Contractor's services are no longer required, then the

Municipality may terminate this Agreement on giving 60 days' notice in writing to the Contractor.

### **17. Termination for Non-Compliance**

In the event that it should come to the attention of the Municipality that:

- The Contractor has failed to comply with any terms of this Agreement; or
- The Contractor has failed to comply with any terms of any applicable license, law, regulation; or
- The Contractor or any employee of the Contractor has conducted themselves in an inappropriate or unbecoming manner;

then the Municipality may notify the contractor in writing of the Municipality's concern, and if the matter is not corrected to the satisfaction of the Municipality within five (5) days of such notice, then the Municipality may unilaterally terminate this Agreement and the Contractor shall have no recourse against the Municipality by reason of such termination save and except for the collection of any outstanding payment obligations due to the date of termination only.

### **18. Arbitration and Mediation**

Despite anything contained in this Agreement to the contrary, in the event that a dispute or difference arises with respect to this Agreement that cannot be resolved by negotiation between the parties and the parties agree that they do not wish to terminate this Agreement, then in such event the parties agree to use the services of an experienced, qualified mediator to attempt to resolve their dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediations" of the Arbitration and Mediation Institute of Ontario.

### **19. Indemnity**

The Contractor shall be responsible for and shall give adequate attention to the faithful prosecution and completion of all matters pursuant to this Agreement. In addition to the protection provided, the Contractor shall promptly indemnify and save harmless the Municipality from all suits and actions for damages and costs to which the Municipality might be put by reason of injury to or death of persons and damage to property resulting from negligence, breach, fault, act, omission, default, carelessness or any other cause in the performance of this work. The indemnity obtained in this Agreement shall not be prejudiced by, and shall survive, the termination of this Agreement.

**In witness whereof** the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officer's thereunto duly authorized.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Company Name**

\_\_\_\_\_  
Witness as to Signature  
Or Seal Affixed Contractor

Per: \_\_\_\_\_  
(signature) (print name – title)

I/we have the authority to bind the Corporation or  
Business

Per: \_\_\_\_\_  
(signature) (print name – title)

Dated at Peterborough, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**The Corporation of the County of Peterborough**

\_\_\_\_\_  
Warden, J. Murray Jones

\_\_\_\_\_  
Manager Legislative Services/Clerk, Lynn  
Fawn, AMCT