



Request for Quotation

Date: April 25, 2025 **Project No.:** 300058015.3000
Project Name: NH 2025 – Blyth Resurfacing **RFQ No.:** 07-2025
To: All Contractors
Owner: Township of North Huron

This is not a Change Order and is not authority to proceed with the work described. Until further notice, do not proceed with any work that would render the inclusion of the revisions detailed in this proposal more difficult or expensive. Include quoted cost for revisions or additions to contract requirements necessitated by this proposal.

To the Contractor Please submit a quotation, excluding HST, with a detailed breakdown as to labour, materials and equipment for the following work:

This Request for Quotation (RFQ) shall include the supply of all labour, equipment and materials required to resurface Mill Street from Westmoreland Street to Dinsley Street, in the Village of Blyth.

The RFQ consists of the following:

Schedule A - Form of Quotation
Schedule B - General Conditions
Schedule C - Drawings
Schedule D - General Requirements & Special Provisions

The Contractor shall complete Schedule A (2 pages) with their price/cost (excluding HST) and submit a hard copy including supporting documents by delivery to the Township of North Huron Municipal Office located at:

274 Josephine Street,
Wingham ON

By **May 13, 2025 at 2:00:00 PM** unless otherwise instructed by an addendum. The onus is on the Bidders to ensure their hard copy bid submission are received no later than the closing date and time.

R.J. Burnside &
Associates Limited

Maisy Jefferson
Project Manager

**Township of North Huron
RFQ for NH 2025 – Blyth Resurfacing**

**Schedule A
Form of Quotation (1 of 2)**

Contractor: _____

Address: _____

Proposed Construction Schedule (start): _____

Proposed Construction Schedule (finish): _____

Total Construction Cost: \$ _____

HST (13%): \$ _____

Total Quotation Amount: \$ _____

The lowest or any quotation may not necessarily be awarded.

Authorized Contractor's Signature: _____

Print Name: _____

Date: _____

**Township of North Huron
RFQ for NH 2025 – Blyth Resurfacing**

**Schedule A
Form of Quotation (2 of 2)**

The Contractor is to supply all labour, equipment and materials required to prepare for and place a lift of Hot Mix HL3 in the requested locations. The Work shall be as follows:

| <u>Item No.:</u> | <u>Description:</u> | <u>Unit</u> | <u>Amount:</u> |
|-------------------------|--|--------------------|-----------------------|
| 1 | Mobilization, Traffic Control Bonding & Insurance. | L.S. | \$ _____ |
| 2 | Removals and Preparation | L.S. | \$ _____ |
| 3 | Surface Course | L.S. | \$ _____ |
| | (Carry Total to Page 1 of 2 on Schedule A) | TOTAL | \$ _____ |

Township of North Huron RFQ for NH 2025 – Blyth Resurfacing

Schedule B General Conditions

1. The awarded Contractor (Contractor) will be working for the Township of North Huron (Owner) with the necessary Contract Administration and inspections being provided by R.J. Burnside & Associates Limited (Engineer and Contract Administrator).
2. The Contractor agrees to undertake all of the work and furnish all of the labour, materials, tools, appliances and transportation necessary for the completion of the work required under this Quotation, as set forth in the drawing and specifications.

The said drawing and specifications are intended to cover and provide for the proper completion of the work in all respects, and which may reasonably be inferred from the Contract. The work must be done by the Contractor, even if not specifically referred to in the drawing and specifications.

3. To ensure receipt of the latest information and updates regarding this bid, the onus is on the Bidder to visit the Township of North Huron Bids & Tenders website (<https://northhuron.bidsandtenders.ca/Module/Tenders/en/Home/BidsHomepage>)

The Township will post results for this tender on their website.

4. Submissions will be received at the North Huron Municipal Office through hard-copy submission only.

**ATTN: Carson Lamb, Director of Legislative Services / Clerk
RFQ 07-2025
274 Josephine Street
PO Box 90
Wingham ON
N0G 2W0**

5. The Contractor shall guarantee the work free from any defects in materials and workmanship under normal operating conditions throughout the Warranty Period of one year following the completion of the work.
6. The Contractor agrees that the decision of the Contract Administrator and/or the Owner is to be final and binding on the Contractor as to the nature and cause of any imperfections and as to the remedy required for each and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Contract Administrator and/or the Owner within forty-eight (48) hours after written notice may result in the Contract Administrator having the work performed by others and the cost thereof being deducted from the amount due to the Contractor.

7. Quotations which are incomplete, conditional, illegible or obscure, or that contain additions, reservations, qualifications, alterations incorrectly submitted or irregularities of any kind may result in an invalid Quotation and the Contract Administrator's and/or the Owner's rejection of the Quotation.

Alterations to the Quotation's numerical entries may be made providing they are legible and initialed by the Contractor's signing officer.

8. Should a Contractor find discrepancies in, or omission from the drawing, specifications, or other Quotation documents, or should they be in doubt as to their meaning, they should notify the Contract Administrator immediately who may send a written instruction or clarification to all Contractors.
9. Contract Administrator and/or the Owner reserves the right to reject any or all Quotations and to waive formalities, as the interests of the Owner may require, without stating reasons thereto. The lowest or any particular Quotation will not necessarily be accepted.
10. No bid or offer will be accepted from any bidder, inclusive of the bidder's subcontractors, who has a claim or has instituted a legal proceeding against the Township or against whom the Township has a claim or instituted legal proceeding, without prior approval of Council.
11. The award of this contract is subject to Council Approval and budgetary allocations. The Township reserves the right to cancel any or all bid calls. The Township of North Huron reserves the right, in its sole discretion to reject any or all bids.
12. Proposals shall be open for acceptance for a period of sixty (60) days after the closing date. After this time the Proposal can only be accepted with the consent of the successful bidder. When Proposals have been checked, the Contract Administrator will review the Bids in order to recommend Award. The Form of Agreement (sample included in Attachment A) shall be a written record of the business arrangement between the Township and the Bidder. Immediately after acceptance of the Proposal by the Owner(s), the successful Bidder shall provide the Owner(s) with any required documents within 10 business days of the date of notification of award.
13. The successful Bidder shall indemnify and hold harmless RJ Burnside and the Township, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property cause by any acts or omissions of the Bidder, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Proposal. Neither the Owner nor the Successful Bidder shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of anyone other than their own officers, agents, servants, employees, customers, invitees or licensees.

This indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.

14. Bidders shall carefully examine all documentation that encompasses this request including but not limited to specifications, addenda and drawings in order to satisfy themselves as to all conditions affecting the scope of work. No claim for additional costs will be entertained on the grounds of misrepresentation, nor on the grounds that any promise or guarantee was given or provided by the Township. If a Bidder finds discrepancies, omissions, irregularities or is in doubt as to the meaning, the Bidder shall contact the Township. The Township cannot be held liable for any oral explanation or interpretation provided.

Any and all addenda issued prior to the closing date will be posted on the Township's Bids Tenders and RFP webpage under "current opportunities"
(<https://northhuron.bidsandtenders.ca/Module/Tenders/en/Home/BidsHomepage>)

It is the bidder's sole responsibility to download and include all addenda issued with the tender submission. Bidders attempting to contact Township staff or elected officials other than the contact(s) indicated within this request, for whatever reason during the bid process, are advised that such action may result in their disqualification from the process.

15. The Bidder shall be deemed to have satisfied themselves before Tendering as to the correctness and sufficiency of their bid for the completion of the work. In addition, the Bidder shall obtain their own information on all matters and things that may in any way influence them in making their Proposal and fixing the rates entered by them in the "Schedule of Items and Prices". The Bidder shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under terms of contract.
16. An optional pre-bid meeting will be held on Tuesday May 6th, 2025 at 2pm. Contractors are to meet at the North Huron Municipal Parking Lot at the intersection of Mill and Dinsley Street. Parties are required to adhere to the OHSA, Public Health, and all other applicable legislation while on Municipal Property. The Contractor will be responsible for providing their own PPE.
17. Beyond the mandatory requirement to bid on the Work as specified, the Contractors have the option of submitting proposed alternatives to the Work ("Proposed Alternatives to the Work") which:
- (i) present economic, environmental or technical benefits;
 - (ii) are consistent with the requirements set out in the Bid Documents (including, without limitation, the Drawings and Specifications); and
 - (iii) still produce the desired end result.

Contractors shall append their Proposed Alternatives to the Work to the Form of Quotation. Without limiting the generality of the foregoing, the Proposed Alternatives to the Work shall include, without limitation, the following:

- (i) a complete description with drawings, specifications and other information;
- (ii) the reason for substitution;

- (iii) the differences between the specified work and the Proposed Alternatives to the Work and the necessary revisions to other work to accommodate the Proposed Alternatives to the Work;
- (iv) the amount by which the Bid Price will be increased or decreased; and
- (v) such other necessary information to permit an accurate analysis of the Proposed Alternatives to the Work.

The Contractors understand that:

- (i) the Owner may accept any of the Proposed Alternatives to the Work and corresponding alternative prices in any order or combination, including all or none;
- (ii) the price adjustments due to the Proposed Alternatives to the Work may be taken into account in determining the lowest bid;
- (iii) Proposed Alternatives to the Work and the related price adjustments are open for acceptance by the Owner for the same period of time as the Bid;
- (iv) the Work and the contract price in the Contract shall reflect the Proposed Alternatives to the Work and related price adjustment, if any, accepted by the Owner at the time of Acceptance;
- (v) acceptance of any Proposed Alternatives to the Work will not affect the date for Substantial Performance of the Work as set out in Document D.

18. The successful Contractor will be required to provide a certificate of insurance for policies covering all insurances required in accordance with:

- General liability with limits of not less than \$5 million.
- Automobile liability insurance of not less than \$2 million.

The insurance policies shall name the following parties as additionally insured:

- Township of North Huron
- R.J. Burnside & Associates Limited
- Any other parties whom the Contract Administrator identifies

and shall insure the Contractor and the above named in the same manner and to the same extent as if a separate policy had been issued to each.

19. The successful bidder will be required to submit the following documentation, in form satisfactory to the Township of North Huron, at the time of the execution of the contract.

- a. Executed Agreement
- b. Insurance Documents in compliance with the Tender Documents

- c. Workplace Safety and Insurance Board Clearance Certificate
- d. Contractor Health and Safety Plan

20. The lump sum prices submitted by the Contractor shall be exclusive of the Harmonized Sales Tax (H.S.T.). The H.S.T. shall be shown separately on the Form of Quotation.
21. Contractors shall visit the site of the work and carefully investigate all conditions potentially affecting the work and how it is to be completed with respect to site access, working area, storage areas, local features, including private property and utilities, as well as any other conditions that may influence the undertaking and/or pricing of the work.
22. The Contractor acknowledges that he has read and understood the Occupational Health and Safety Act (R.S.O. 1990, as amended).
- The Contractor agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules thereunder.
- The Contractor is to submit their own Health and Safety Manual to the Contract Administrator and the Owner prior to commencing work.
23. That, an award by the Contract Administrator and/or the Owner based on this Quotation, shall constitute its acceptance.
24. The Statutory Holdback will be 10% of the total work performed. The payment of such statutory holdback shall be due 60 days following the date of the Certificate of Substantial Performance (as issued by the Contract Administrator), when all the work has been substantially completed in accordance with the Contract, but subject to the provisions of the *Construction Lien Act*. The Substantial Performance Payment Certificate will be issued by the Contract Administrator at the rate of one hundred percent (100%) of the whole amount (less the value of outstanding deficiencies) due under this Contract. The warranty period will be one year from the date of substantial completion. The owner will maintain a holdback of 2% of the total work performed or \$2,000, whichever is greater, as a holdback for the warranty period.
25. The successful bidder is required to conform to the Occupational Health and Safety Act related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Township a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate shall be submitted with any invoicing.
26. The Contractor can commence work as early as May 15, 2025 and shall have all works completed by **September 30, 2025**. The Contractor shall prepare a schedule for the project and forward it to the Contract Administrator and obtain the Contract Administrator's approval prior to commencing work at the site.
27. The Contractor is to ensure that all of their employees, subcontractors and agents are aware of the day-to-day activities at site locations shown in Schedule C and take all necessary

actions to maintain a safe and secure work site for the Township of North Huron, students, visitors, staff and construction staff.

28. The Township's Purchasing of Goods, Services and Construction Policy form is an integral part of this proposal document. The Policy and Procedures apply to this proposal process. A copy of the Township's Purchasing Policy can be found on the Municipal Website www.northhuron.ca.
29. All Bidders shall include a hard copy of an executed Bid Bond made payable to the Owner issued by a surety authorized to transact the business of suretyship in Ontario, in the latest form approved by the CCDC which is valid for a period of 60 days after the Bid Closing Time, representing not less than 10% of the amount of the Bid Price (the "Security"). In the event that the successful Bidder does not execute the Contract and provide bonds, insurance and other documents, within seven (7) days after being so requested, the Township may use such Bidder's bid security as partial payment for such further and other damages as the Township may suffer as a result of such Bidder's actions. The Township may then accept any Proposal, not accept any Proposal, and/or advertise for new Proposals. Use of a Bidder's bid security shall not limit the Township's ability to recover damages through other permissible means, including without limitation through civil litigation.
30. All Bidders shall include an executed Agreement to Bond issued by a surety authorized to transact the business of suretyship in Ontario, in the form attached as Attachment "A", or similar standard industry form generally in keeping with Attachment "A", which is valid for a period of 60 calendar days after the Bid Closing Time indicating that the Bidder is able to obtain from such surety a Performance Bond for **100%** of the Total Bid Price and a Labour and Material Payment Bond for **100%** of the Total Bid Price, as required and in the form specified by the Contract. The cost of such Performance Bond and Labour and Material Payment Bond shall be included in the Bid Price.

ATTACHMENT A NORTH HURON FORM OF AGREEMENT (EXAMPLE)

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 202X.

BETWEEN:

The Corporation of the Township of North Huron

(hereinafter called "the Township")

-and-

(hereinafter called "the Contractor")

WHEREAS the Corporation of the Township of North Huron is desirous that certain Works should be completed, namely [Project Name] in the Township of North Huron and has accepted the Tender by the Contractor for the completion of such Works,

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, namely
 - i) Form of Agreement
 - ii) Addenda
 - iii) Standard Specifications
 - iv) Form of Tender
 - v) Information to Bidders
- 3) In consideration of the payments to be made by the Township to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Township to complete the Works in conformity in all respects with the provisions of the Contract.
- 4) The Township hereby covenants to pay the Contractor in consideration of the completion of the Works at the Contract Price in the manner prescribed by the Contract. The issuance of the final estimate for payment by the Contract Administrator, and the acceptance by the Contractor of the amount or amounts certified for payment there under, shall constitute a waiver and release by the Contractor of all claims by the

Contractor under this Contract, against the Township or Contract Administrator or his/her designate.

- 5) This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

I/We have the authority to bind
the corporation

Per: _____

Township of North Huron

I/We have the authority to bind
the corporation

Per: _____

Paul Heffer, Reeve

Carson Lamb, Clerk

ATTACHMENT B FORM OF AGREEMENT TO BOND (EXAMPLE)

AGREEMENT TO BOND

TO: TOWNSHIP OF NORTH HURON ("OWNER")

NAME OF BIDDER:

RE: NH-2025 BLYTH RESURFACING

We, the undersigned, hereby agree to become bound as surety for the above-named Bidder, in a Performance Bond and a Labour and Material Payment Bond, each in the amount of **100%** of the Bid Price and in a form conforming to the Bid Documents for the full and due performance of the Work shown and described therein, if the Bid attached hereto is accepted by the Owner.

IN WITNESS WHEREOF we have hereunto set out our corporate seal testified by the hands of our proper officers in that behalf.

Dated this _____ day of _____ 20____.

| | |
|------------------|--|
| Name of Surety | |
| Surety's Address | |

Witness: _____ Signed by: _____

Signature: _____ Signature: _____

Address: _____ Title: _____

Signed by: _____

Signature: _____

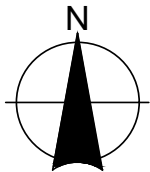
Title: _____

**Township of North Huron
RFQ for NH 2025 – Blyth Resurfacing**

**Schedule C
Drawings**

The following is a list of drawings, as prepared by R.J. Burnside & Associates Limited:

Figure 1 Mill Street



BURNSIDE

449 Josephine St., P.O. Box 10, Wingham, Ontario, N0G 2W0
telephone (519) 357-1521 fax (519) 357-3624

Client

Township of North Huron

Drawing Title

**NH 2025 Blyth Resurfacing
Mill Street**

Drawn

MJ

Scale

N.T.S.

Checked

MJ

Date

25/04/21

Project No.

300058015.3000

Drawing No.

FIG. 1

Township of North Huron RFQ for NH 2025 – Blyth Resurfacing

Schedule D General Requirements & Special Provisions

These Special Provisions are based on the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) in effect at the Official Closing Time. OPSS and OPSD apply to all facets of the Work; however, should a conflict arise, Special Provisions shall take precedence. The following Special Provisions apply to either the project as a whole (general work) or specifically to the individual items of work listed in Schedule A. The purpose of these Special Provisions is to clarify the work that shall be performed, or to infer beyond reasonable doubt, that work which is required under an item in Schedule A, for the contract price.

The quantities (if any) shown in Schedule A, in the Special Provisions or on the drawings are the Contract Administrator's best estimate; the Contractor must satisfy themselves by their own inspection of the site and take-offs of the drawings that the estimated quantities are reasonable.

The bid price for all work included in Schedule A, unless otherwise directed in the following specifications, shall be compensation in full for the complete supply of all labour, equipment and materials necessary to construct the work as specified in, shown on, or is reasonably inferred from, the Contract.

All dust control and clean-up of mud tracking on existing roads, parking lots and grassed areas shall be the responsibility of the Contractor, and shall be deemed to be included in the Total Quotation Price.

The Contractor shall be responsible for any theft or damage to the works until the date of Substantial Performance.

D.1 General Requirements

D.1.1 Scope

The Contractor shall perform all the general work covered by the following Specifications and Drawings to prepare and place a new surface course of asphalt for Mill Street between Westmoreland and Dinsley Street in Blyth.

The successful bidder is responsible for providing all equipment and materials required to complete the project. Please see the project extents in the Figures included in Schedule C.

D.1.2 Schedule of Work

Upon being awarded the Contract, the Contractor shall provide their proposed Schedule of Work to the Contract Administrator for approval, two weeks prior to their proposed start date. The Schedule of Work shall show that the work will be completed within the stipulated time.

The Contractor shall have all work completed by September 30, 2025

Working hours for this project shall be (Monday to Friday) 7:00 a.m. to 7:00 p.m. or as per municipal standards.

The adjustment of all water valves, maintenance hole structures and catchbasins is to be completed by North Huron Staff. The Contractor is to advise the Owner a minimum of 2 weeks prior to starting work so structures can be adjusted.

D.1.3 Permits, Licenses, Fees and Private Property

The Contractor shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees associated with such to complete the work. The Bidder shall assume full responsibility for crossing or making use of private property and shall obtain all necessary permission in connection therewith.

D.1.4 Layout Work

The Contractor shall be responsible for the detailed layout of the work.

The Contract Administrator shall be notified of any layout work carried out and shall check the said work if they so desire. Checking of layout or failure to do so on the part of the Contract Administrator in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and gradient.

D.1.5 Materials Supplied by the Contractor

The Contractor shall base their Quotation on the materials specified as to quality and price. The Contractor may; however, after acceptance of their Quotation, request permission to substitute alternative material where "other approved" is allowed, provided that the credit due to the Owner as a result of the substitution is specified at the time of the request. Should the Contract Administrator not approve such alternative material, the Contractor shall have no claim whatsoever against the Owner. The Contractor shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail. All materials, unless specified, must conform to the applicable industry standard.

D.1.6 Testing of Material

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

The Township reserves the right to reject any supplier and/ or materials at their sole discretion.

The cost for all material testing shall be borne by the Contractor. The Township reserves the right to perform correlation testing at any time. Should any test not conform to the Specifications, the Engineer may disqualify that particular lot of material.

D.1.7 Temporary Water and Power

The Contractor shall make their own arrangements for the supply of temporary water and power, if required, to perform the work.

D.1.8 Existing Utilities

The Contractor shall be solely responsible for obtaining current information in regards to the presence of and exact location of all buried utilities, including but not necessarily limited to hydro, water, gas, etc. and sewers, including existing service connections. This shall include excavation of inspection holes if necessary. Size, depth and location of existing utilities and structures as indicated are for guidance only. Completeness and accuracy are not guaranteed.

The Contractor must exercise necessary care in construction operations to safeguard utilities, septic beds, heat pump lines and sewers from damage. The Contractor will be liable for all damage to same occurring within or outside the Contract limits caused by their operations.

It is the Contractor's responsibility to support existing hydro poles, telephone poles, overhead wires & lines and light standards if so required during construction.

The Contractor is hereby advised that the existing underground hydro, television and telephone cables are to remain in their existing locations. Excavation in the vicinity of cables may require lighter machines and handwork.

If a permanent relocation or replacement of an existing utility or existing sewer becomes necessary, at the discretion of the Contract Administrator, during the Work the Contractor shall co-operate with the Owner's forces or the Utility Company to allow them the opportunity to make the necessary alterations to their plant. No claims for extra payment or for additional working days will be allowed while the utility is being relocated.

It shall be the Contractors responsibility to contact all Utility Companies if relocation of certain utilities is required.

D.1.9 Provision for Traffic

All methods of traffic control must be approved by the Contract Administrator, and conform to the Ontario Traffic Manual (OTM) Books 5, 6, 7, 11, and 12.

Daily local vehicular access must be maintained within the limits of this contract.

The Contractor shall completely enclose, using snow fence and appropriate signage, all open excavation at the end of each day's operation. The Contractor shall also erect suitable barricades, signs, snow fence, etc., along travelled traffic (pedestrian or vehicular) lanes, if construction is proceeding adjacent to the travelled lanes.

No extra compensation shall be paid to the Contractor under this Contract for performing the work in accordance with the requirements described under the heading "Provision for Traffic."

D.1.10 Dust and Mud Control

The Contractor will be responsible for dust and mud control at all times during construction by watering and calcium application, as directed by the Contract Administrator.

D.1.11 Disposal of Materials

All surplus excavated material, removed asphalt, removed concrete, removed equipment and additional waste shall be loaded and hauled off site.

Disposal of materials shall be such as not to be unsightly or potentially unsightly when viewed from the highway/ facility, and shall be carried out in an environmentally acceptable manner.

The contractor shall maintain the work and its site in a tidy condition and free from an accumulation of waste material and debris. All waste material and debris from this construction project may be taken to the North Huron Landfill Site to be disposed of properly, free of charge to the contractor.

Before the issuance of a Final Certificate of Completion the contractor shall remove all surplus materials, debris and waste from the site of work.

Excess clean gravel and asphalt will be considered at the North Huron Gravel Pit, dependent on quantity and quality.

D.1.12 Measurement and Payment

Unless otherwise stated in Schedule A, no measurement of quantities will be made for the General Work. No direct payment will be made for any of the above described General Work. The Contractor shall allow in their price bid in Schedule A for the cost of all General Work described herein or specified elsewhere in the Contract.

Invoices are to include a purchase order number which will be provided by the Township upon award of contract.

D.1.13 Delays

If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor's control, deductions will be made to the final payment certificate for all reasonable damages associated with such delayed performance in the amount of, but not limited to, any losses or damages incurred due to delays.

D.1.14 No Increase in Rates

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

D.2 Special Provisions

All work under this Specification shall be done in accordance with current and applicable Ontario Provincial Standard Specifications and Drawings (OPSS and OPSD).

1 Mobilization, Traffic Control, Dust Control Bonding & Insurance

Scope

The scope of Work shall include, without limitation:

- Mobilizing to both sites.
- Demobilizing upon completion of work.
- Traffic Control per Ontario Traffic Manual (OTM) Books.
- Provision of Bonding Requirements listed in Document B Section 20.
- Provision of Insurance Requirements listed in Document B Section 10.

Design & Submission Requirements

The Contractor shall submit the following items to the Contract Administrator

- 1) Traffic Control Plan for each street including expected length of lane closures.
- 2) Notice to residents 24 hours in advance of lane closures.
- 3) Bonding and Insurance Documents

Measurement for Payment

There shall be no measurement for payment and the unit for payment shall be Lump Sum. Payment at the Contract unit price shall be full compensation for all labour, equipment and materials required to do the Work.

Basis for Payment

Payment at the price set out in Schedule A will be made as follows:

- 1) 50% Payable on first Payment Certificate
- 2) 50% payable on the Substantial Performance Payment Certificate.

2 Removals and Preparation

Scope

The scope of Work shall be in accordance with OPSS.MUNI 510 and include, without limitation:

- Removal of temporary asphalt ramping at structures and along curb.
- Removal of asphalt curb & gutter at catchbasin locations and asphalt into street as required.
- Mill 600mm wide joint at project extents
 - Two approximately 8m long mill joints on the east and west legs of the Dinsley Street intersection.
 - Approximately 6.5m long mill joint south of the Dinsley Street intersection, at the south end of the project extents.

- Approximately 8.5m long mill joint at the north end of the project extents, south of the curve to Westmoreland Street.
- Mill temporary ramping around existing sanitary manhole at Drummond Street intersection
- Raise catch basin, form and place concrete curb and gutter per OPSD 600.100 at catchbasin locations.
- Restore any landscaped areas damaged by the Contractors' activities.

Measurement for Payment

There shall be no measurement for payment and the unit for payment shall be Lump Sum. Payment at the Contract unit price shall be full compensation for all labour, equipment and materials required to do the Work.

Basis for Payment

Payment at the price set out in Schedule A will be made as follows:

- 1) 75% payable upon completion of milling, removals and curb placement.
- 2) 25% payable upon completion of restoration

3 Surface Course

Scope

The scope of Work shall be in accordance with OPSS.MUNI 310 and include, without limitation:

- Sweep street
- Placement of 40 mm of Hot Mix HL3 overlay on Mill Street.
- Matching into existing asphalt at project extents and driveway locations.
- Repair around catchbasins

Design & Submission Requirements

The Contractor shall submit the Mix Design to the Contract Administrator and Owner a minimum of 48 hours prior to paving. Any material testing (as required) will be paid for directly by the Owner.

Measurement for Payment

There shall be no measurement for payment and the unit for payment shall be Lump Sum. Payment at the Contract unit price shall be full compensation for all labour, equipment and materials required to do the Work.

The sections of street to be included are as follows:

- Approximate 250m long section of Mill Street, with an approximate pavement width of 7.0m between the north extents and the Dinsley Street intersection.
- Approximate 18m long section of Drummond Street, west of the Mill Street intersection with an approximate pavement width of 6.1m

- Approximate 12m long section Drummond Street, east of the Mill Street intersection with an approximate pavement width of 8.0m.
- Approximate 33m long section of Dinsley Street, west of the Mill Street intersection, with approximate pavement width of 8.0m.
- Approximate 12m long section of Dinsley Street, east of the Mill Street intersection with an approximate pavement width of 8.0m

The Contractor shall complete their own estimate and include all intersection radii, driveway aprons, etc. to complete the work.

Basis for Payment

Payment at the price set out in Schedule A will be made 100% payable upon completion of paving. Appendix 310-B of OPSS.MUNI 310 shall not be invoked for this contract.