



# **THE CORPORATION OF THE CITY OF THOROLD**

THOROLD, ONTARIO

**CONTRACT NO: 2019-195**

**TITLE: CRACK SEALING PROGRAM**

**DUE DATE: Thursday, June 20, 2019  
2:00 p.m.**

## **NOTICE**

This contract utilizes the Niagara Peninsula Contract Document. This document constitutes the specification for this project and must be utilized in preparing bids for tenders or quotations.

Contracts issued through tender calls and quotations will reference the Standard Document and the responsibility for obtaining or having access to the Document will rest with the bidder. Once purchased, the Standard Document can be utilized on all projects which clearly indicate reference and use of the Niagara Peninsula Standard Contract Document. The Standard Document is intended to be used as a reference specification and need not be purchased with each tender or quotation call.

These documents can be purchased from the Operations Department, 1543 Beaverdams Road, Thorold, Ontario.

Bidders are further advised of the "Instructions to Bidders" Clause 6 "Informal Tenders" and the reasons why tenders shall be rejected.

**Contract No.: 2019-195  
Crack Sealing Program**

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## SPECIAL INSTRUCTIONS TO BIDDERS

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**Contract No.:- 2019-195  
Crack Sealing – Various Streets  
The City of Thorold**

**SPECIAL INSTRUCTIONS TO BIDDERS**

**1. Named Parties**

For the purposes of this contract the following parties are identified:

Owner: The City of Thorold

Manager of Public Works: Steve Santo

Contract Administrator: Kory Yungblut

Inspector: Kory Yungblut

Contact for Enquiries: Kory Yungblut  
[Kory.Yungblut@thorold.ca](mailto:Kory.Yungblut@thorold.ca)

Telephone No.: 905-227-3521

Fax No.: 905-227-3666

**2. Tender Procedure**

The following policy regarding the submission of tenders and the tender opening procedures will be applicable for this project. Tenderers are requested to adhere strictly to the instructions concerning submission.

**(a) All tenders must be sealed and submitted to:**

Name: Donna Delvecchio  
Title: City Clerk  
Address: Corporation of the City of Thorold  
3540 Schmon Parkway  
Thorold, ON L2V 4A7

**By the following time, as determined on the clock located at the location receiving bids:**

Time: **2:00 p.m.**  
Date: **Thursday, June 20, 2019**

(b) Tenders received later than the time specified will not be accepted, regardless of the postal seal date. Tenders must be plainly marked to reveal the contents and the Tenderer's name and address.

(c) Tenders shall be submitted in the two envelopes, as follows:

i) The first envelope shall contain:

\* "Agreement to Bond", duly signed and sealed (no copies or facsimiles will be accepted).

\* Tender deposit in the form of a Certified Cheque bank draft or money order in the amount of **\$4,000.00** made payable to The City of Thorold.

ii) The second envelope shall contain:

\* Form of Tender (including addenda if applicable).

Please note that the tender specifications shall not be included in the second envelope. In the event the first envelope does not contain the proper documents, the second envelope will not be opened.

(d) Tenders will be opened the same day that tenders close.

Time: 2:05 p.m. Local Standard Time

Location: Council Chambers, City Hall  
3540 Schmon Parkway, P.O. Box 1044  
Thorold, ON L2V 4A7

Firms submitting tenders will be permitted to attend the tender opening.

(e) The total tender price will be announced for each tender opened, (excluding H.S.T.).

### **3. Estimated Tender Value:**

The estimated tender value of the project is as follows (excluding HST).  
Estimated Tender Value: **\$87,000.00**

### **4. Tender Award**

The award of this tender is subject to the Owner obtaining approval from:

Municipal Council

**5. Maintenance Holdback**

This contract will be subject to a Maintenance Holdback of two percent (2%) of the final contract value (excluding HST). The holdback will be released as specified in Special Provisions – General.

The maintenance holdback shall be exclusive of, and above any statutory lien holdbacks that may apply to the Contract. The Corporation shall retain the sole discretion as to the form in which the holdback monies will be maintained.

**6. Liquidated Damages**

The liquidated damages for this contract shall be four hundred Dollars (\$ 400.00) for each and every day's delay as outlined in Special Provisions - General.

**7. Additional Insured**

The following parties are identified to be included as additional insured for this project:

The Corporation of the City of Thorold

**8. Confidentiality**

The City will treat all bids as confidential. The City will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all bids. All Public Reports approved by the Council of the City will become public information. Such Public Reports will not include bid documents. The City will not return or destroy any copies of any unsuccessful bid.

**9. Tender Deposit**

Tender deposits, with the exception of those from the two lowest Bidders, will be returned within fifteen (15) days after the tenders are opened.

The Tender Deposit of the two lowest Bidders will be held until all necessary documentation has been provided by the successful Bidder (i.e. – Insurance, W.S.I.B. Certificate of Clearance, Bonding, etc.), the Agreement has been duly executed and the Bidder has provided evidence, satisfactory to the City, that all arrangements have been made for commencement of the services to be provided, on the Contract start date.

## **10. Maintenance of Traffic**

Temporary closures of Pine Street North and Albert Street West will be permitted as required with minimum fourteen (14) days' notice to the City and businesses. Alternative entrances to all businesses must remain open, including Albert Street entrances, and entrances north of the work area. Work shall be staged to allow for the intersection at Pine Street North and Albert Street West to be open throughout construction. Work shall be staged such that closure time of business entrances is minimized. Contractor will be required to provide a traffic control and management plan detailing the detour route in accordance with MTO Book 7.

## **11. Additions and Deletions**

The City of Thorold reserves the right to add to or delete from any portion or portions of the Schedule of Work. These changes under this contract shall **NOT** be subject to the unit price adjustment provisions in the General Conditions of Contract.

## **12. Acceptance or Rejection of Tenders**

The City of Thorold reserves the right in its total discretion to accept or reject any Quotation, for any location, for any reason whatever and to accept or reject any bid if considered in its best interest, and to award by location to one or more bidders. The lowest or any Quotation will not necessarily be accepted.

## **13. Residency/Canadian Content**

The City of Thorold Procurement Policy requires that the consideration of Canadian content in materials offered as part of any bid submission be identified wherever possible.

Furthermore, preference shall be given in the award of any contract to which has the greatest amount of Canadian content.

## **14. Harmonized Sales Tax (HST)**

All prices are to include the HST which is to be shown separately on Statement 'C'.

## **15. Additions and Deletions**

The City of Thorold reserves the right to add to or delete from any portion or portions of the Schedule of Quantities. These changes under this contract shall NOT be subject to the unit price adjustment provisions in the General Conditions of the Contract.



**16. Exclusion**

Except as expressly and specifically permitted herein, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Tender, and by submitting a tender each Bidder shall be deemed to have agreed that it has no claim.

**17. Workplace Safety & Insurance Board Certificate of Clearance**

A generic and/or specific Certificate of Clearance shall be provided to the Department Director or designate and the Certificate shall be valid for sixty (60) days from the date of commencement of the project.

All bidders shall furnish the Workplace Safety & Insurance Compensation Board account number in the form of tender where indicated. Prior to release of each and every progress draw if the payment falls out of the 60-day validity period, the successful bidder shall be required to provide a Certificate of Clearance from the Workplace Safety & Insurance Compensation Board to the Corporation. Certificate shall indicate that the bidder has complied with the requirements of the Workplace Safety & Insurance Compensation Board and is in good standing in the records of the Board.

**18. Accessibility for Ontarians with Disabilities Act, 2005**

The City is committed to the accessibility principles of preventing and removing barriers in accessing goods 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 consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractors responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

Contracted employees, third party employees, agents and others that provide customer service on behalf of Owner are legally responsible to be in compliance with the provisions outlined in Section 6 of the Ontario Regulation 429/07 with respect to training under the Customer Service Standard of the Accessibility for Ontarians with Disabilities Act (2005). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the

requirements of the Regulation, as well as instructions regarding all matters set out in Section 6 of the Regulation. By signing the Accessibility Declaration the bidder agrees to be in full compliance with this regulation. The successful bidder will be expected to complete the confirmation form, prior to the issue of the agreement or purchase order.

## **19. Notice of Service Disruption**

Contractors shall be responsible for notifying the general public when planning/implementing a disruption to any transportation walkway, pathway, driveway, roadway, etc. It shall be the Contractor's responsibility to notify the general public of any disruption to regular service; prior to the commencement of the disruption. In the case where construction activities will cause a disruption to normal service appropriate signage shall be installed. At the Owner's request, information relating to the disruption shall be supplied to allow for the posting of disruption notices on the Owner's web page of choice.

The posted signage shall – as a minimum – include the headings listed below (or format supplied by the Owner) and shall be filled out by the contractor and installed in advance of the service disruption.

### NOTICE OF SERVICE DISRUPTION

Please be advised of a disruption to:

Reason for disruption:

This service will be unavailable for the period of:

Alternative facilities or services:

For more information or service accommodation, please contact:

WE APOLOGIZE FOR THE INCONVENIENCE

THANK YOU

## **20. Health and Safety**

Once the Contractor has been initially approved to do the work, the Contractor must partake in a pre-job meeting with the Department Head or designate to review the City of Thorold's Health and Safety Policy on Contractor Responsibilities and procedures relevant to the job. All Contractors working on a job for the Corporation of the City of Thorold must comply with the City of Thorold's Health and Safety Policy Manual.

The Contractor shall, before commencing work on a project, give to the Director of Ministry of Labour, a notice in writing with a copy to the Contract Administrator in accordance with the current section(s) of the Occupational Health and Safety Act.

A copy of all notices received by the Contractor from the Ministry of Labour shall be forwarded to the Contract Administrator within twenty-four (24) hours of receipt of the same.

Should an inspector discover an infringement of the Health and Safety Act, the Contract Administrator will request the Contractor to correct the problem. If this is not done, the Contract Administrator will immediately inform the local Ministry of Labour Inspector of the situation.

No claims will be entertained as a result of delays caused by work stoppages for safety infringements.



**Contract No.:- 2019-195  
Crack Sealing – Various Locations  
City of Thorold**

**FORM OF TENDER**

We, the undersigned Contractor(s) have carefully examined the attached documents as herein listed and forming part of this tender.

**DOCUMENTS  
INCLUDED  
IN CONTRACT**

Special Provisions  
Special Instructions to Bidders  
Instructions to Bidders  
General Conditions  
Supplementary General Conditions  
Standard Specifications (as noted)  
Supplementary Specifications (as noted)  
Plans (as noted)  
Addenda (if applicable)

and have carefully examined the site and location of the work to be done under this Contract. We, the undersigned Contractor(s), understand and accept the said drawings and contract documents, and, for the prices set forth in this Tender, hereby offer to furnish all machinery, labour, tools, apparatus, and other means of construction, furnish all materials except as otherwise specified in the Contract, and to complete the work in strict accordance with the drawings and contract documents referred to above, for the total tender price of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) *excluding H.S.T.*

We acknowledge that we have received  
\*Addendum/Addenda No. \_\_\_ inclusive,  
and all changes specified in the Addendum/  
Addenda have been included in the prices submitted.

**ADDENDA**

We agreed to commence work as specified to  
proceed continuously to the completion and to  
complete all the work within **25** working days

**COMMENCEMENT  
AND  
COMPLETION**

We agree that this tender is to continue  
open to acceptance and irrevocable until the formal  
contract has been executed by the successful bidder  
for the said work, and the bond or bonds as specified  
have been executed by the approved surety or sureties,  
and that the Corporation may, at any time, within 45  
(forty-five) calendar days of closing date, accept this  
tender without notice, whether any tender has been  
previously accepted or not.

**TENDER IS  
OPEN TO  
ACCEPTANCE &  
IRREVOCABLE**

*\* to be filled in by the Tenderer.*

**OFFERED ON BEHALF  
OF THE CONTRACTOR**

Insert Workplace  
& Insurance Board  
Account No.

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

**Contractor's Seal**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTE:**

- (a) If the Tenderer is a Corporation, the Corporate Seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.
- (b) If the Tenderer is not a Corporation or a Partnership, the Tenderer must sign in the presence of a witness who must also sign.
- (c) If the Tenderer is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign.

**Contract No.: - 2019-195**  
**Crack Sealing – Various Streets**  
**The City of Thorold**

**SCHEDULE OF QUANTITIES**

Item	Spec. No.	Description	Est. Quantity	Unit	Unit Price	Amount
		<b><u>SECTION 'A' - GENERAL</u></b>				
A1	A1	Bonding	1	L.S.		
A2	A2	Construction Signs	1	L.S.		
B36	B36 SSP	Supply all necessary labour, materials and equipment required to execute the crack sealing of streets, parking lots and other City facilities				
		Rout and seal – a) Local roads, parking lots and other City facilities	45,000	m		
		<b>TOTAL</b>				

- Quantities should not exceed estimated tender price.



**TENDER SUMMARY**

SECTION 'A' – Crack Sealing	
<b>TOTAL TENDER</b>	<b>\$</b>

**STATEMENT 'A'**

**LIST OF SUB-CONTRACTORS**

The bidders shall list hereunder the names of all sub-contractors intended to be used in the execution of this work subject to the approval of the Contract Administrator.

All work not performed directly by the Contractor's forces shall be included in this list. Unless this list is properly completed, the Tender may be disqualified. All changes to this list must be approved by the Contract Administrator.

<b>SUB-TRADE</b>	<b>NAME OF SUB-CONTRACTOR</b>	<b>ADDRESS OF SUB-CONTRACTOR</b>

**STATEMENT 'B'**

**TENDERER'S EXPERIENCE IN SIMILAR WORK**

**UNLESS THIS LIST IS PROPERLY COMPLETED, THE TENDER MAY BE DISQUALIFIED**

<b>YEAR COMPLETED</b>	<b>DESCRIPTION OF WORK</b>	<b>FOR WHOM WORK PERFORMED</b>	<b>VALUE</b>

**Contract No.:- 2019-195  
Crack Sealing – Various Locations  
The City of Thorold**

**(a) Harmonized Sales Tax:**

The Contractor shall **NOT** include any amount in his tender price for the Harmonized Sales Tax (H.S.T.). Any amount to be levied with respect to the H.S.T. will be included as a separate item on the payment certificate. The appropriate H.S.T. levy will be paid to the Contractor in addition to the amount approved by the Contract Administrator for work performed under the contract and will, therefore, not affect the amount of the contract. The Contractor will be required to make the appropriate remittance to Revenue Canada in accordance with the legislation.

- i) Total Tender Price \$ \_\_\_\_\_
- ii) Estimated Cost of Harmonized Sales Tax \$ \_\_\_\_\_
- iii) Total Contract Amount [(i) + (ii)] \$ \_\_\_\_\_
- iv) H.S.T. Registration Number: \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Contractor's  
Signature(s)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Contractor's Seal**

**Witnesses:** \_\_\_\_\_  
\_\_\_\_\_



**AGREEMENT TO PERFORMANCE AND LABOUR  
AND MATERIAL PAYMENT BOND**

**BOND NO.:**

**NAME OF OWNERS:**                    **The Corporation of the City of Thorold**

**DESCRIPTION OF PROJECT:**

**Crack Sealing on Various Streets  
Contract Number 2019-195**

Notwithstanding any conditions set out in the specifications or contract to the contrary, it is further understood and agreed that if this bid is successful and the contract is awarded, the performance bond will cover a one (1) year maintenance on materials and workmanship from the date of Substantial performance of the contract.

We, the undersigned, hereby agree to become bound as surety for:

*(Name of Tenderer)*

in a Performance Bond in the sum of 100% of the contract amount, and a Labour and Material Payment Bond in the sum of 100% of the contract amount, on approved bond forms, and conforming to the Instruments of Contract for the full and due performance of the works shown and described herein, if the tender attached hereto be accepted and a written contract entered into.

It is a condition of this Agreement and Consent that application for said Bond (or Bonds) must be made to the Surety within forty-five (45) days from the closing of tender related thereto, otherwise this Agreement and Consent shall be null and void.

Signed, sealed and dated this                    day of                    , 2019

\_\_\_\_\_

\_\_\_\_\_  
*(Attorney-In-Fact)*

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**This Agreement** made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and nineteen

**by and between**

**The Corporation of the City of Thorold  
3540 Schmon Parkway, P.O. Box 1044  
Thorold, ON L2V 4A7**

**hereinafter called the "Owner"**

**and**

**hereinafter called the "Contractor"**

**witnesses:** that the parties agree as follows

### **ARTICLE A-1 THE WORK**

The Contractor shall:

- (a) perform the Work required by the Contract Documents for the Contract No. 2019-195 - Crack Sealing on Various Streets, which have been signed by the parties, and which were prepared by the Contract Administrator hereinafter called the Project Manager
- (b) do and fulfill everything indicated by this Agreement, and
- (c) commence the Work by the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and attain completion of the Work, as certified by the Contract Administrator, Kory Yungblut.

## **ARTICLE A-2 CONTRACT DOCUMENTS**

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties. (List Contract Documents Below).

- Agreement to Bond
- Agreement between Owner and Contractor
- Niagara Peninsula Standard Contract Document
- Contract Price
- Receipt of and Addresses for Notices
- Succession
- Payment
- Rights and Remedies



## ARTICLE A-3 CONTRACT PRICE

- (a) The quantities shown in the Schedule of Contract Unit Prices are estimated. The Tender Price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Tender Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- (b) The Estimated Tender Price shall be the sum of the products of the estimated quantities and the appropriate Tender Unit Prices in the Schedule.
- (c) Schedule of Tender Unit Prices.
- (d) Based on the Schedule of Unit Prices, refer to in article A-3 (c) the quotation price is

\$ \_\_\_\_\_ in Canadian Funds *Excluding H.S.T.*

## **ARTICLE A-4 PAYMENT**

- (a) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Schedule of Tender Unit Prices in Article A-3 (c) of this Agreement, and measured in accordance with the methods of measurement given in the specifications.
- (b) Subject to applicable legislation and the provisions of the Contract Documents, the Owner shall make monthly payments to the Contractor on account of the work performed as certified by the Contract Administrator.

## **ARTICLE A-5 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 Owner, Contract Administrator or Contractor shall constitute a waiver of any right or duty afforded any of them 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.

## **ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES**

Communications in writing between the parties or between them and the Contract Administrator shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by fax, to have been delivered within five (5) working days of the date of mailing, or dispatch when addressed as follows:

The Owner at:

The Corporation of the City of Thorold  
3540 Schmon Parkway, P.O. Box 1044  
Thorold, ON L2V 4A7

The Contractor at:

The Contract Administrator at (same address as Owner)

#### **ARTICLE A-7 LAW OF THE CONTRACT**

The law of the Place of the Work shall govern the interpretation of the Contract.

#### **ARTICLE A-8 LANGUAGE OF THE CONTRACT**

This Agreement is drawn in English at the request of all parties hereto.

#### **ARTICLE A-9 INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to indemnify and save harmless the Corporation of the City of Thorold and its officers, servants and agents thereof, from all and any manner of loss, damage or injury, suit, claims, liens and demands of every nature and description incurred or brought against the Corporation or their officers, servants and agents by any person or persons whomsoever, or for any monies paid by them in settlement of or for or on account of any injuries received or sustained by them, or by any party or parties whomsoever by or from the Contractor or his servants or agents, in the prosecution or performance of said work, or by or in consequence of any negligence whatever in the performance of said work or in guarding the same, or of any improper material used in its construction, or by or on account of any act or omission of the Contractor or his agents, or for monies paid by the Corporation in discharge of any lien upon the said work which may be registered under the provisions of any statute in that behalf, or for any monies paid by the Corporation in respect of any assessment made upon the Contractor under the Workers' Compensation Act; and the Contractor further agrees that the whole or so much of the monies due to him under and by virtue of this Agreement as shall or may be considered necessary by the Corporation shall or may be retained by the said Corporation until all such loss, damage, injury, suits, claims, liens, and demands aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of the Corporation.

#### **ARTICLE A-10 SUCCESSION**

The General Conditions of the Unit Price 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 ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

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

That the Mayor and Clerk are authorized to execute any documents required on behalf of the City and affix the corporate seal of the City and the Mayor and Clerk, and such other persons as the action directs, are authorized and directed to take the necessary steps to implement the action.

SIGNED, SEALED AND DELIVERED      Dated this \_\_\_\_ day of \_\_\_\_\_, 2019  
in the presence of:

**OWNER**

The Corporation of the City of Thorold  
name

\_\_\_\_\_  
signature

Terry Ugolini, Mayor  
name and title

\_\_\_\_\_  
signature

Donna Delvecchio, City Clerk  
name and title

**CONTRACTOR**

\_\_\_\_\_  
name

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
name and title

\_\_\_\_\_  
witness

\_\_\_\_\_  
name and title

## **SCHEDULE OF OPSS**

Only the municipal and provincial common standards in OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS Volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents.

Where the specification number for a tender item in the Form of Tender is preceded by the letters OPSS, it refers to Ontario Provincial Standard Specifications (OPSS) which are current at the time of tendering.

The following OPSS shall be applicable to this contract:

**OPSS. MUNI 100** General Conditions of Contract

**OPSS 341** – Construction Specification for Routing and Sealing Cracks in Hot-Mix Asphalt Pavement – November 2015

**OPSS 1212** – Material Specification for Hot Poured Rubberized Asphalt Joint Sealing Compound – November 2003

And any other related specifications referred to in the above listed specifications.

N.B. Contractors are advised that the City of Thorold has adopted the Ontario Provincial Standard Specifications and Drawings.

Copies of the relevant specifications **MAY NOT** be included in this contract. Therefore, it may be necessary for contractors to obtain their own set of the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings (OPSD).

## **SCHEDULE OF OPSD**

**(Not Included in Contract Documents)**

<b>Description</b>	<b>OPSD#</b>	<b>Date</b>
Routing and Sealing Cracks up to 20mm In Width in Asphalt Pavement	508.010	November 2015
Sealing or Resealing of Joints and Cracks In Concrete Pavement and Concrete Base	508.020	November 2008

## SUPPLEMENTARY GENERAL CONDITIONS

General Conditions for this contract shall be as per the OPS General Conditions (GC), subject to the following:

1. GC 3.07, Delays, shall be amended to include the following subsection:

“02) If the Works is delayed by labour disputes, strikes or lock-outs including lock-outs decreed or recommended to its members by a recognized union organization, of which the Owner is a member or to which the Owner is otherwise bound – which are beyond the Owner’s control, then the Contract time shall be extended in accordance with subsection GC3.06. Extension of Contract Time, in the Owner’s favour. In no case shall the extension of Contract Time be more than the time lost as a result of the event causing the delay, unless a longer extension is agreed to by the Owner. The Contractor shall not be entitled to payment for standby time”.
2. GC 6.03, Contractor’s Insurance, shall be amended to include Special Provisions General Item 1, Execution of Contract.
3. GC 6.02, Layout, shall be amended to include the relevant clause under Special Provisions - Contract Item A4.
4. GC 7.13, Obstructions, shall be amended to include Special Provisions – General Item 21.
5. GC 7.16, Warranty, shall also include the following subsection:

“04) The Contractor shall correct any defects or deficiencies in the work within twelve (12) hours (or any time stipulated) of having received written notice from the Contract Administrator to do so. Should the Contractor fail to correct the defects or deficiencies within the time stipulated, or if the defect or deficiency, in the opinion of the Contract Administrator, becomes emergency in nature, the Owner will undertake the necessary corrections the Owner’s costs in this respect shall become the responsibility of the Contractor.”

## **SCHEDULE OF DRAWINGS**

**1. Contract Drawings**

Location Maps

**2. Municipal Standard Drawings**

None



**SPECIAL PROVISIONS  
SUPPLEMENTARY SPECIAL PROVISIONS**

**GENERAL REQUIREMENTS & INFORMATION**

All Tenders are to note that the Supplementary Special Provisions have underwent a revision as of March 2013. The City will not be responsible for any bidder not being aware of the changes from previous tender documents. Any tender prices bid should be reflective of the requirements and provisions as detailed herein. The following General Requirements should be considered as amendments and/or extensions to the Special Provisions – Supplementary Special Provisions, as listed in the Niagara Peninsula Standard Contract Documents, latest revision.

The City shall, at its discretion, reduce or increase the scope of the crack sealing contract. There shall be NO COMPENSATION to the Contractor for any reduction in the contract value and scope.

**1. PROJECT SCOPE**

This contract encompasses the provision of all labour, materials and equipment necessary for the completion of crack sealing on the following streets:

City Streets are to be sealed in order of zone priority. The contractor has the option to start on any street within the designated zone. They must not proceed to any street in the next zone until all have been finished in the initialized zone. Canal Rd is the only street not within a zone that must be done within this contract. The rest of the city will be addressed within the “zone” system.

<u>City Street</u>	<u>From</u>	<u>To</u>	<u>Type</u>
Holland Rd	Merrittville Hwy	Cataract Rd	Overfill unless otherwise told
Schmon Pkwy	Merrittville Hwy	Sir Isaac	Overfill unless otherwise told
Zone 3			Overfill unless otherwise told
Zone 4			Overfill unless otherwise told
Zone 5			Overfill unless otherwise told
Zone 6			Overfill unless otherwise told
Zone 7			Overfill unless otherwise told
Zone 8			Overfill unless otherwise told
Zone 1			Overfill unless otherwise told
Zone 2			Overfill unless otherwise told

Recent streets that have been crack sealed in past couple years:

Street	From	To
Zone 7	Complete	
Keefe Road	Entire length	
Tupper Drive		
McDonagh Crescent		
Regent Street	Front Street	Ormond Street
Pine Street	Townline Road	Water Street
Old Thorold Stone Road	Davis Street	Townline Road
Sullivan Avenue	Tupper Drive	Collier Road
Lee Crescent	Entire length	
Industrial Drive		
Allanburg Road		
Confederation Avenue		
Zone 1	Complete	
Zone 2	Complete	
Zone 3	Partial	

The work involves the routing and sealing of cracks on various local, collector and arterial streets, parking lots, and other City facilities, as well as streets that may be included under the asphalt overlay and asphalt patching contract. This will require co-ordination and co-operation between all contractors involved. The purpose of this project is to seal roads that have been resurfaced or repaired in recent years.

The contractor is advised that the amount of cracks will vary on each street ranging from few cracks to many cracks. Therefore, there shall be no compensation to the contractor for pavements that have only a few cracks. It is the bidder's responsibility to inspect all streets to ascertain the extent of crack sealing required. The contractor shall allow for this in their unit prices bid.

There have been streets crack sealed in recent years that fall under the newly implemented "zones". It is the city's request that if any new crack has appeared to seal it, if not avoid that section of road and move to the next street. A list of recently sealed streets is included in the tender.

The above description is general only and shall not be construed as limiting the scope of the contract.

The tenderers will note that the contract has provided for an approximate length of metres. The final amount of crack sealing will be based upon the budgeted amount.

Work shall take place during daylight hours of 8:00 am to 6:00 pm, Monday to Friday inclusive, excluding statutory holidays. No work will be permitted on windy days due to dust problems.

The required work shall be carried out in accordance with OPSS 341 and by a contractor of recognized standing, having proven experience in this type of work and the necessary equipment and labour to carry out the work properly.

The successful contractor shall not, without the written consent of The Corporation of the City of Thorold, make assignment or any subcontract for the execution of any of the work hereby tendered on.

The contractor is advised that any crack sealing that may be required within the tourist area of the City, shall be scheduled at the discretion of the contract administrator in order not to interfere with the tourist traffic.

Crack sealing shall not take place in highly distressed pavement areas, alligator areas, block cracks, slippage cracks, or cracks resulting from a defect below the pavement.

## 2. CONTRACT EXECUTION

All Tenderers are reminded of the provisions and requirements for Contract Execution and Failure to Execute as detailed in the Niagara Peninsula Standard Contract Documents – Special Provision General, Items G1 and G2. **These provisions will be strictly enforced in regard to time requirements.**

### 2.1 Insurance Certificate

The successful bidder shall note that **only** the following words **“or from blasting or vibration from pile driving or caisson work”** may be deleted on the following clause of the Certificate of Insurance:

*“No exclusions for damage for loss from the removal or weakening of support of any property, building or land whether such support be natural or otherwise or from blasting or vibration from pile driving or caisson work.”*

## 3. OCCUPATIONAL HEALTH AND SAFETY

The contractor is reminded that the terms of the contract are to be executed in strict compliance with the requirements of the **Occupational Health and Safety Act, R.S.O. 1990**, latest edition. Attention is drawn to the General Conditions of Contract, Section GC 7.01.06, and GC 7.01.07. Ontario Regulation 213/91 (Construction Projects) and the following regulations under the Act may also affect execution of the terms of the contract:

- Control of Exposure to Biological or Chemical Agents (Reg. 833)
- Critical Injury – Defined (Reg. 834)
- Roll-Over Protective Structures (Reg. 856)
- Workplace Hazardous Materials Information System - WHMIS (Reg. 860)

- First Aid Requirements (Reg. 1101)

In accordance with the Provisions of Section 9 of the Act, if:

- The Project is over 3 months in duration, the contractor is required to undertake monthly site inspections of the workplace. The City will require copies of all monthly site inspection forms.
- The contractor is required to maintain a Joint Health and Safety Committee, the City will require copies of the agenda and minutes of any Committee meeting where discussions will be related to the City work site.

The City will also require copies of any Incident or Accident Reports related to the Project.

**In accordance with the General Conditions of Contract, Section GC 7.01.08, the Contractor is hereby requested to submit a copy of its Health and Safety Policy and Program to the Contract Administrator prior to the Pre-Construction Review Meeting (see Section 4).**

All procedures in the “Safe Work Procedures for Excavating in the Vicinity of Underground Electrical Plant” guide book must be adhered to. Any associated costs are deemed to be included in the tender items.

#### **4. PRE-CONSTRUCTION REVIEW MEETING**

Prior to the start of construction, the City and the successful contractor will coordinate and attend a pre-construction review meeting. In order to allow for a relevant review and discussion, the contractor is required to have all submittals necessary, as per the contract requirements, delivered to the Contract Administrator two (2) working days prior to the pre-construction meeting, including but not limited to the following:

- All documentation required for contract execution, if not already submitted, as per Special Provisions – General Item G1 of the Niagara Peninsula Standard Contract Documents including the necessary bonding, requested Certificate of Insurance and Workplace Safety and Insurance Board certification of good standing.
- A copy of the Ministry of Labour Notification as per Special Provisions – General item G6.
- A list of all products controlled under WHMIS expected to be used on the project and related Material Safety Data Sheets as per Special Provisions – General Item G7.
- A detailed construction schedule for construction of the project for review and approval by the City. The schedule shall be in the form of a bar chart showing the sequencing of intended construction works indicating proposed start and finish dates and duration in working days of the broken down tasks or activities. The

- construction schedule should identify the critical path and will need to be updated by the Contractor for any subsequent site progress meetings. Once approved by the Contract Administrator, the City will provide the contractor with the required notice to commence construction based upon the approved start date as per the requirements in the Special Provisions – General Item G3. The contractor is to note the requirements of the noted provision regarding the charging of working days. Following issuance of the notice to commence construction, any revisions to the construction schedule must be made in the form of a written request by the contractor, to be reviewed and approved by the Contract Administrator.
- A list of proposed recycling facilities and disposal sites, including written authorization as required, to be utilized on this contract.
- A copy of the proposed Traffic Control and Management Plan, in accordance with all the provisions of Contract Item A8, for review by the City.
- A listing of the contractor's proposed supervisory personnel for this project, including contact information.
- A listing of all the contractor's staff that are planned to take part in the project, complete with a list of training received and copies of all their applicable certificates and labour rates validated by the firm's accountant.
- A list of the proposed sub-contractors and material suppliers intended to be utilized on this contract, for review by the City.
- A listing of all equipment proposed to be used on this project, with rental rates, where applicable.

**Please note that the information submission requirements noted above will be strictly enforced.**

The City, at its sole discretion, may opt not to proceed with the pre-construction review meeting until such time as the complete list of applicable submittals, as noted above, have been satisfactorily submitted to the Contract Administrator for review. Please also note that any proposed changes, revisions, additions or deletions to the information, lists, plans and schedules noted above must be submitted, in advance and in writing, to the Contract Administrator for review and approval.

If not already undertaken, all necessary notifications and arrangements for undertaking of the pre-condition surveys, in accordance with the provisions of Contract Item A2, are to be coordinated with the City.

## 5. EXISTING CONDITIONS

### 5.1 Access

Vehicular and pedestrian access to all businesses, homes and side streets must be maintained at all times. Co-ordination and co-operation from the contractor will be required to ensure minimum disruption during all phases of the construction. In the case that there is a driveway closure, 24 hours' notice shall

be given to the property owner.

## 5.2 Damages

Any unreasonable damage, as determined by the City, to lawns, driveways, etc., shall be repaired or replaced immediately by the contractor at their expense.

## 5.3 Drainage

The contractor shall schedule their construction operations in such a manner that a storm drainage outlet will always be available. This is to ensure that the exposed sub-grade for granular base will not be subjected to flooding and ponding problems. The unit price bid under the appropriate items shall allow for this requirement and no extra payment shall be made for the excavation and replacement of soft, wet areas caused by inadequate drainage.

## 5.4 Tree Protection

The unit price bid shall make due allowance to include root and tree limb protection to existing trees. This work will consist of cutting all tree roots/limbs of any size to sound wood by lopping shears or sawn cut. Should backfilling not take place immediately, the tree root system shall be covered to protect against root system dying out immediately.

## 5.5 Utilities

The contractor is advised that existing utilities are in very close proximity to the proposed construction. Extra care is required by the contractor to not disturb or undermine these utilities. Any associated cost for this work is deemed to be included in the tender items.

Existing utility locations and depths of utilities, whether indicated on the drawings or not, shall be confirmed by the contractor prior to construction.

Preservation of existing utilities shall be as per OPSS 491. For utilities greater than 300mm diameter the contractor shall submit shop drawings, stamped by a professional engineer licensed to practice in Ontario, to the Contract Administrator detailing the temporary and permanent support. The contractor shall also advise the Utility owner when he will be working in the vicinity of their plant. No special payment will be made for this item. The cost of utility supports shall be included in the unit price bid for sewers and water mains, etc.

## 6. OPERATIONS

The Contractor shall be responsible to obtain all required inspections and permits before commencing construction operations, including any associated application fees.

## **CONSTRUCTION SIGNS, TRAFFIC CONTROL & TRAFFIC MANAGEMENT PLAN**

**Please note, the unit price bid for crack sealing is to include all necessary traffic control.**

Interference with normal flow of traffic shall be kept to a minimum. The contractor shall be prepared to supply and erect any barricades and signs which may be required for complete control of both pedestrians and vehicular traffic including competent flag persons in accordance with Ontario Manual of Uniform Traffic Control Devices. The contractor shall further provide a traffic control plan in accordance with amendment to OHSA, August 2007. The lump sum price shall be deemed to have included this provision.

The contractor shall also be responsible for supplying their hired help with any necessary safety and/or protective equipment required to perform the work safely.

A minimum of one lane of traffic shall be maintained at all times during construction. Two lanes of traffic shall be maintained at all other times. The contractor's proposed sequencing and staging of works and operations is to make due allowance for this requirement. Work within intersections is to be staged such that a minimum of one lane of traffic is maintained on the cross street as well.

On **All Streets**, one lane of traffic may be closed to traffic during construction, in accordance with the "Traffic Control Manual for Roadway Work Operations". At all other times, all lanes of traffic shall be maintained. Road closures of any kind will only be allowed on an exception basis, and only upon approval of the Project Manager. These operations will need to be requested by the contractor, in writing, at least one week prior to implementation, to the City for review and approval. These operations are to be allowed for in the Contractor's Traffic Control and Management Plan, and any associated costs will be the contractor's responsibility.

It is of critical importance that all planned construction activities be coordinated with the City's Operational, Traffic, Parking, Transit and Fire Departments. Notification on at least a weekly basis of planned works (schedule) will be required to ensure that the necessary detour signage, parking accommodations, bus routing and maintenance activities account for the active work zones within the project area. The contractor will also be required to work closely with the City's Construction Inspector and Project Manager to keep property owners informed of potential impacts to their businesses and residences, in order to minimize disruption to access and servicing to their properties by planned construction activities.

Pedestrian access to all businesses and residences is to be maintained at all times whenever possible. Access closures are to be scheduled at least 2 business days in the advance between the City, the contractor and the business owner and/or residents, including the type and form of any temporary access provisions. Any disruption to

pedestrian access is to be kept to a minimum duration.

On **All Streets**, the contractor will be required to backfill all their trench cut and install temporary restoration in accordance with the City of Thorold's specifications at the end of the day's operations so that all lanes of two-way traffic can be maintained at night. All hazards and obstructions shall be properly barricaded and delineated with flashers in accordance with the Ontario Manual of Uniform Traffic Control Devices.

It will be the contractor's responsibility to inform the various businesses and residences of, and/or the placement of no parking signs the day before, in order to reduce/eliminate any problems with parked vehicles that may interfere with their operations. Access to the abutting businesses and residences must be maintained at all times.

The contractor shall advise the Police Department, Fire Department and Niagara Emergency Medical Service on a daily basis, with current status of the construction as it pertains to the passage of traffic within the contract limits.

The contractor will co-ordinate with Niagara Transit to ensure minimum interruption to their bus scheduled on **All Streets**. Niagara Transit, school buses and garbage service vehicles will be given priority to maintain their schedule.

The contractor shall also maintain/provide existing pedestrian access at all times to the businesses and residents during all phases of construction in an acceptable manner.

The traffic control signage requirements shall include the following:

Supply, locate, erect, operate, maintain, relocate as necessary and remove all necessary traffic signs, construction signs, including delineators, barricades and flashing lights, in accordance with the Ontario Traffic Manual (OTM) Book 7 and the "Traffic Control Manual for Roadway Work Operations – Field Edition (March 2001)" or latest edition thereof.

The contractor is responsible for the installation and removal of all construction signage. The contractor is also responsible for daily maintenance of all signs throughout the contract.

Regulator signs and street name signs cannot be removed without approval of the City.

Any existing signs removed by the contractor to accommodate construction shall be kept operational by placement on a temporary support.

## **CONTRACT ITEMS**

### **B36 ROUT AND SEAL – ITEM B36**

#### **A. PREPARATION OF JOINTS AND CRACKS**



Crack sealing transverse cracks will include routing to a predefined geometry, cleaning and sealing with hot applied sealant. All transverse cracks greater than 3mm wide and less than 25mm wide located on the driving lanes shall be routed to a minimum of 25mm wide and a depth of 19mm. 'V' or 'U' shaped grooves are not acceptable. The routing of all transverse and skewed cracks shall be terminated within 25mm of the pavement edge.

Occasional cracks greater than 25mm wide will not be routed and will be filled in accordance with the over band method described in Section D Entitled Application.

## **B. HOT RUBBER – ASPHALT JOINT SEALING**

### Material

Hot applied rubber asphalt sealing compounds, specifically designed materials that form a resilient adhesive effective seal for cracks and joints in pavement on highways, bridges, sidewalks, etc., will fully conform with Federal Specifications SS-S-164, OPSS 1212, CAA Specifications P-605 and ASTM D-6690-01, Type IV with a modified resiliency. The sealant material must be listed on the All District MTO Designated Sources list.

The City shall be provided with the following manufacturer's data at least five (5) working days prior to placement of sealant:

- (a) Application recommendations
- (b) Recommended heating time and temperature
- (c) Allowable storage time and temperature after initial heating
- (d) Allowable reheating criteria
- (e) Application temperature range

## **D. EQUIPMENT**

### Heating Kettle

The equipment shall consist of a portable melting kettle of the double boiler indirect heating type, which uses a high flash point oil (minimum 316°C), as a heat transfer medium. This kettle must be equipped with an effective mechanically operated agitator to keep the material under constant movement during heating. It must also be equipped with thermometers that show both the heat of the material and the heat of the transfer oil, in order that a positive control can be kept on the material at all times. A sealant applicator wand shall be a mechanical pressure type applicator which will be attached to a heated hose and attached to a heated sealant chamber. The kettle shall be of the portable type, mounted on rubber tires, and shall be equipped with a metal shield beneath the fire box to protect the pavement.

## Router

All routing equipment shall consist of mechanical routers capable of continually creating well-defined right angled routs and keeping the rout centerline within 8mm of the centre of the crack and providing a rout width of 20mm to 25mm and a shape factor (width/depth) of 1:1 or greater. The routing equipment shall be sufficiently portable and flexible to accurately follow random cracks without undue spalling of the crack edge. When the contractor cannot demonstrate to the satisfaction of the Engineer that a router is capable of maintain the specified dimensions and shape of the rout, the contractor shall then adjust or replace as many cutters in the router's cutting head as necessary until the dimensions and shape of the rout again meets the specification requirements.

### D. APPLICATION – ROUT & SEAL METHOD

The application shall be carried out by a joint sealing contractor, experienced in the heating and application of hot applied rubber asphalt compounds and having the properly designed equipment for controlled heating of the material. The bags shall be stripped from the compound and the material cut into blocks of approximately ten (10) pounds each, prior to being placed in the melting kettle. The sealing compound is not be less than 175°C and is not to reach temperatures of greater than 232°C at any stage of the melting or pouring operations. It shall be subject to continuous and positive mechanical agitation. Material heated in excess of 232°C shall be wasted at the expense of the contractor. The joint sealing compound shall be poured as soon as possible after the pouring temperature is reached. Only as much compound as can be poured in a given day shall be melted that day.

Sealing compound shall not be placed unless the joint/crack is dry, clean and free of dust.

The joints/cracks shall be sealed as per the overfill method as outlined in OPSD 508.010 in a neat and workmanlike manner. The sealant shall be placed into the un-routed or routed ack. The sealed groove shall be dusted with sand or stone dust to prevent the sealing compound from tracking.

The sealing operation must take place during the daylight hours when the air temperature is 5°C or higher and the asphalt temperature is less than 50°C. If the contractor decides to proceed under less than ideal conditions, all defects shall be repaired at no additional cost to the contract.

#### E. METHOD OF PAYMENT

Payment shall be made in accordance to actual field measurement on the actual total length of cracks. Progress payments are made once a month from the date of commencement of the work and will be for 90% of the work completed with the balance paid 45 days after completion of the contract in accordance with the Construction Lien Act, R.S.O. 1990.