



TheCounty[™]
PRINCE EDWARD COUNTY • ONTARIO

REQUEST FOR TENDER

Micro Surfacing

RFT # 2020-EDW-66

Closing Date: August 19, 2020

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The Corporation of the County of Prince Edward

RFT # 2020-EDW-66 Engineering, Development & Works Proposal Pricing Form

I/We, hereby propose and agree to provide Micro Surfacing for the Operations Department of the Corporation of the County of Prince Edward in accordance with the requirements of the Corporation and our Company's Proposal submitted herewith for the following Upset Price Limit.

Micro Surfacing

Location Number	Location	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
County Road 5						
1 A	Picton Limits to County Road 6, Elmbrook Road to Potter Road	Surface Preparation and Type II Micro Surfacing (Double Lift)	79,470	m ²		
1 B	County Road 6 to Elmbrook Road	Surface Preparation and Type II Micro Surfacing (Single Lift)	14,000	m ²		
County Road 7						
2	County Road 33 (Loyalist Parkway) to County Road 25	Surface Preparation and Type II Micro Surfacing (Double Lift)	28,863	m ²		
County Road 17						
3	County Road 8 to County Road 16	Surface Preparation and Type II Micro Surfacing (Double Lift)	43,474	m ²		
County Road 22						
4	County Road 10 to Kingsley Road	Surface Preparation and Type II Micro Surfacing (Double Lift)	14,410	m ²		
County Road 33						
5	Rosehall to Hillier	Surface Preparation and Type II Micro Surfacing (Double Lift)	36,000	m ²		
Sub-Total						\$
HST						\$
Total Price						\$

COMPANY:

NAME AND ADDRESS:

PHONE NUMBER: _____ **FAX NUMBER:** _____

DATE: _____

SIGNING AUTHORITY (please print)

SIGNATURE OF SIGNING AUTHORITY

(COMPANY SEAL)

CONTACT PERSON (please print)

Micro Surfacing
RFT: 2020-EDW-66

SECTION # 1

DOCUMENT IDENTIFICATION AND TERMS OF SUBMISSION

A. Organization Issuing the RFT

**The Corporation of the County of Prince Edward,
Amanda Carter, Director of Finance
332 Main Street, Picton, ON K0K 2T0**

B. RFT Identification

This Tender is identified as document:

Micro Surfacing
RFT#2020-EDW-66

This identification number must be mentioned on the Tender Envelope along with the legal name of the organization submitting a tender.

C. Synopsis of Document

The intent of the assignment is to complete Micro Surfacing on the list of roads provided in this document.

D. Processes Being Followed

- RFT's will be reviewed by Operations Department;
- Following review of the submissions, the County may request applicants to provide clarification, answer questions or attend a meeting at the Operations Department office;
- Upon acceptance of a tender submission by the County, the successful respondent may be required to enter into a contract with The Corporation of the County of Prince Edward for **Micro Surfacing, 2020-EDW-66** using the standard **MEA/CEO Agreement** for professional services or alternatively a **Purchase Order** may be issued.

The Corporation of the County of Prince Edward reserves the right to accept any tender and waive what it considers minor deviances from the mandatory requirements and acceptable format.

E. Tender Requirements

- Two (2) copies of the Contractor's tender shall be provided. **The Tender Pricing Form must be completed, signed and sealed.** The Contractor 's submission including the Tender Pricing Form and the Technical Outline must be provided in a sealed envelope plainly marked "**Micro Surfacing RFT#2020-EDW-66**".
- A designated signing officer of the Contractor's firm who has the authority to "BIND THE CORPORATION" MUST duly execute tenders. If a joint bid is submitted, it must be signed and addressed on behalf of each of the Contractors.
- Tenders must be legible, written in ink, or typewritten.
- The person signing on behalf of the company must initial erasures, overwriting or strikeouts.
- Tender documents will not be accepted by facsimile, electronic mail, or on disk.
- All submitted tenders become the property of the County and will not be returned to the originator.
- Late submissions will not be accepted or considered by the County
- All Forms and Schedules as noted in Item F of Section 1, Tender Submission Format, must be included with the Tender submission.
- All Costs associated with the work identified in this RFT Document must be included in the submission – HST taxes are the only exception.
- Electronic or faxed RFT's will not be accepted.

F. Tender Submission Format

Please include in your proposal (2) two copies containing the following information in one envelope:

- **Tender Pricing Form** (duly executed by the Contractor)

- **Technical Outline to Include:**

- **Schedule A:** Occupational Health and Safety Statutory Declaration Form (copy appended hereto as Schedule A);
- **Schedule A1:** Accessibility Requirements;
- **Schedule D:** The names of sub-contractors to be utilized, their background and related experience.
- A brief project methodology
- A list of three similar projects completed in the last 5 years along with a contact person for reference purposes.

G. Limitations on the Use of Sub-Contractors

Tenders must indicate if the Contractor intends to employ sub-contractors for any part of the work and identify those parts that may be sub-contracted. The successful Contractor is fully responsible for all work performed by sub-contractors.

Any Contractor who plans to use sub-contractors must identify the work that may be sub-contracted, and provide names, qualifications, and all other pertinent information about the sub-contractor in Schedule D of the tender submission.

If there are to be any changes in sub-contractors, the County must be consulted and reserves the right to reject a proposed sub-contractor.

There shall be no assignment of the resulting contract without the prior approval of the County, which approval may be withheld at the County's sole discretion.

H. Addenda

It may be necessary to issue addenda for reasons, which may include, but are not necessarily limited to:

- correction or clarification of the tender document and related forms;
- extension of the closing date for the proposal;
- responses to specific questions asked by one Contractor that in the opinion of the County should be made available to all Contractors;
- retraction or cancellation of the RFT;
- receipt of addenda issued by the County will be acknowledged by Contractor in writing or by fax. Failure to acknowledge addenda may result in the tender being rejected by the County.

I. Acceptance and Award of Tender

The County reserves the right without prejudice to reject any or all Tenders and to determine in its own best judgment the firm best qualified to undertake this assignment. The lowest or any submission will not necessarily be accepted. The Municipality is not liable for any costs incurred by the respondents in the preparation of their response to this Request for Tenders.

J. Requirements at Time of Execution

Subject to an Award of the assignment by the County the successful Contractor shall be required to submit the following documentation in a form satisfactory to the County for execution within seven (7) days after being notified in writing to do so by the County:

- Certificate of Clearance from Workers' Compensation Board;
- Evidence of general liability, professional liability, automobile, equipment, public liability and property damage insurance (showing Prince Edward County as additional insured)
- Occupational Health and Safety Plan.

K. Ownership

Once completed, all documentation and information, pertaining to this assignment becomes the property of the County.

L. Confidentiality

The Contractor agrees to preserve the confidential nature of any information received from the County and from any agent of the County, or developed during the performance of the Agreement ("Confidential Information") and shall not disclose any confidential information to any person or entity during or after the performance of the Agreement.

M. Conflict(s) of Interest

By virtue of the Contractor submitting a tender, the Contractor hereby declares the following:

- that no person, firm or corporation other than the Contractor has any interest in this; and further,
- that this Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of, any other corporation, firm or persons making a tender for the same work and is in all respects fair and without collusion or fraud; and further,
- that no member of the County and no other officer or employee of the County is or will become interested directly or indirectly in the proposed Contract. The Contractor agrees that this Tender may at the County's discretion, be included in a formal contract to be prepared and executed.

N. Rights Reserved by The Corporation of the County of Prince Edward

Submission of a Tender indicates acceptance by the firm of the conditions contained in this Request for Tender unless clearly and specifically noted in the Tender submitted by the Contractor and confirmed in writing by the County or in a contract between the County and the bidder selected.

O. Contractor's Obligation to Examine

It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature of the work, the character, quality and quantity of the task, the general and local conditions, and all other matters which can in any way affect the work under this RFT.

The Contractor is directed to carefully examine the scope of work and to make special inquiry of any details the Contractor is uncertain of and to make further personal inspection and investigation, as the Contractor may deem proper to determine the correctness of the information so obtained. The County does not ensure the accuracy of such information and the Contractor will not make any claim against the County for damages or extra work caused or occasioned by the Contractor's relying upon such records, report or information, either as whole or in part, furnished by the County or any municipal department or commission, private company or individual.

P. Commencement of Assignment

The work will not be permitted to commence until either the standard **MEA/CEO Agreement** for professional services has been executed or alternatively a **Purchase Order** has been issued to the Contractor and a satisfactory Occupational Health and Safety Plan has been submitted.

Q. Occupational Health and Safety

Employer Obligations

By entering into this Agreement, the Contractor acknowledges its responsibility to meet all of the employer obligations under the Occupational Health and Safety Act (OHS Act) and shall ensure that all work is carried out in accordance with the OHS Act and all applicable regulations. This includes, but is not limited to, the duties to: provide a safe workplace; provide information and educate workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and take every reasonable precaution to protect the safety of workers.

Competent Supervisors

The Contractor shall ensure an adequate number of supervisors are provided and they all satisfy the definition of "competent" as prescribed in the OHS Act.

OHS Reports/Notifications

In the event of (i) an accident causing death, (ii) critical injury (as prescribed by O. Reg. 834, R.R.O. 1990, as amended), or (iii) disabling injury to the Contractor's employee, the Contractor shall notify the County immediately and forward a report within five (5) days of such event.

Notification of MOL Orders/Charges

The Contractor shall immediately notify the County of any MOL orders or charges issued to the Contractor. Copies of all MOL orders or charges shall be provided immediately to the County.

Workplace Safety Insurance

The Contractor is responsible for all costs associated with workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. Upon award of the assignment and as requested by the County during the term of the contract, the Contractor shall furnish evidence of coverage for themselves, their employees, subcontractors and subcontractor's employees under the Workplace Safety and Insurance Act or insurance policy. The County may withhold payment of such sums of money sufficient to cover any default of the Contractor to the WSIB or insurance company for premiums or assessments and any costs arising from an accident for income replacement, medical aid or rehabilitation.

General Duty Clause

The Contractor shall take all reasonable precautions to meet the requirements for the protection of workers set out in the OHS Act and the regulations made under it.

OHS Plan Requirements

The Contractor shall be required to have in place a health and safety policy and to implement a comprehensive health and safety program to support the policy. The successful Contractor will be required to develop an OHS Plan for this assignment, which must address:

- A valid corporate health and safety policy as prescribed in the OHS Act (**Please note: The OHS Act requirement to have an OHS Policy does not apply to employers with 5 or less employees.**)
- The Contractor's provisions for ensuring that an adequate number of supervisors are provided and that they all satisfy the definition of "competent" as prescribed in the OHS Act.
- The Contractor shall identify the hazards inherent to the work and describe how these hazards will be managed.
- The information and/or instructions that are to be provided to employees to ensure that all employees are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- The Contractor shall describe their procedures for responding to violations identified by the County or the Ministry of Labour under the OHS Act and for fulfilling the notification requirements specified in the contract (e.g. critical injuries, fatalities and MOL Orders).
- The Contractor's standards for traffic control for work operations and emergencies to ensure public and employee safety.

Stop Work Provisions

The County may stop the work of the Contractor if a contravention of the OHS Act or its regulations is identified and there is an immediate danger to the safety of a worker. This direction will stand (at no additional cost to the County), until the Contractor addresses the contravention and reports back to the County.

If it appears that the Contractor or its employees are violating the OHS Act or its regulations, not following safe work practices, or not performing their proper functions the County shall advise the Contractor immediately, in writing, of the contract requirements and the County's expectations. The Contractor shall then investigate and correct such default.

Subcontractors

The Contractor shall ensure that all subcontractors (hired by the Contractor) work in accordance with the OHS Act and its regulations. At a minimum, the Contractor shall include in any of its agreements with subcontractors, the ability to terminate such subcontractors for non-compliance with the OHS Act or its regulations, with the rules and policies of the Contractor or for failing to protect the safety of its workers.

Statutory Declaration

The Contractor must be in a position to sign the Occupational Health and Safety Statutory Declaration Form, a copy of which is provided in Schedule A, prior to commencement of the work. This form certifies that the signatory fully understands and intends to fulfill its obligation as "employer" as prescribed in the OHS Act and its regulations.

R. Accessibility for Ontarians with Disabilities Act

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the County of Prince Edward.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

Acknowledgment Form

The Contractor must be in a position to sign the Accessibility For Ontarians With Disabilities Act Acknowledgment Form, a copy of which is provided in Schedule A1, prior to commencement of the work. This form certifies that the signatory fully understands and intends to fulfill its obligation as "employer" as prescribed in the Act and its regulations.

S. Harmonized Sales Tax

All applicable Harmonized Sales Taxes shall be included in the lump sum prices bid.

T. Insurance

Insurance requirements shall be in accordance with the insurance provisions described below in this Contract. The Contractor will forward to the County a completed Certificate of Insurance prior to commencement of the assignment. This Certificate of Insurance shall provide evidence that the following applicable insurance is in force. The Certificate shall also provide for 30 days prior notice to the County of any alteration, cancellation or change in policy terms which reduce coverage. The cost of such insurance will be the responsibility of the Supplier/Contractor.

(i) General Liability Insurance

The successful Contractor will effect at his/her own expense (including the cost of deductibles) and maintain and keep in force during the term of this agreement, insurance coverage naming the County as an insured, including a cross-liability provision in favour of the County , against claims for personal injury, death, property damage or loss, arising from an accident or occurrence relating to this agreement, in an amount of not less than Two Million Dollars (\$2,000,000.00) in respect of each claim or occurrence.

(ii) Professional Liability Insurance

The successful Contractor will affect at his/her own expense and be required to maintain and keep in force during the term of this agreement, Professional Liability Insurance coverage in an amount not less than Two Million Dollars (\$2,000,000.00) in respect of each claim or occurrence. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Contract. Upon completion of the work the policy shall remain in force for twenty (24) months. The successful Bidder must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the General liability policy or the Professional Liability Policy.

U. Definitions and Interpretations

1. Purchasing By-Law: Proposals will be called, received, evaluated, accepted, and processed in accordance with the Municipality's Purchasing By-law and Procedures (copy available upon request). By submitting a Tender each Contractor agrees to be bound by the terms and conditions & definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFT. Copies are available by visiting the County's web-site:

<http://www.pecounty.on.ca/purchasing.html>

2. Interpretation: The following rules of interpretation apply:

- a) Each reference to Provincial legislation in this RFT, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this Tender denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

V. Indemnification

- a) The Contractor agrees that it will continuously save, keep harmless and fully indemnify the Municipality, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the Municipality and the Contractor also agrees that it will continuously save, keep harmless and fully indemnify the Municipality, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the Municipality may incur resulting from or arising out of the Contractor's failure to exercise reasonable care, skill or diligence in their performance or rendering of any Services or Services to be performed or rendered by the Contractor, pursuant to the Contract.
- b) The Contractor shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the assignment covered by this RFT. The Municipality shall have the right at any time to require satisfactory evidence that the Services (or any part of it) in respect of which any payment has been made or is to be made by the Municipality is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

W. Inquiry

- a) All inquiries regarding this RFT shall be directed, in writing, to the attention of Amanda Carter, Director of Finance via fax at: (613) 476-7622, or by email to acarter@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the Contractor's convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the tender. Oral arrangements or discussions cannot be relied upon.
- c) If during the period prior to submission of tenders, the Municipality determines, in its sole and unfettered discretion, that part of the Tender requires formal amendment or clarification, written addenda to this Tender will be produced and distributed to all known Contractors. In that case, the Tender shall identify the addenda and indicate how they respond to them. The Contractor shall list and attach any addenda that were considered when the Tender was prepared. Failure to execute and return any and all addenda issued by the Municipality will result in the Tender being deemed as improper.
- d) Contractors attempting to contact Municipality staff or elected officials other than the contact indicated in this RFT in subsection a) above, for whatever reason, during the Tender process, are advised that such action may result in their disqualification from the process and removal of their name from the Bidder's List. If consultation is deemed to be necessary by the Municipality, a pre-tender meeting of all Contractors and Municipality staff will be arranged at a location of the Municipalities choosing. The Municipality reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- e) Although the Corporation of the County of Prince Edward will make every reasonable effort to ensure a Contractor receives all addenda issued, it is the Contractor's ultimate responsibility to ensure all addenda have been received.
- f) All references to Contractors include all staff from the proposing organization as well as all Contractors and sub- contractors that the proposing organization may hire to supply the Services.
- g) A Contractor may submit a question by fax, and request that the question and answer not be circulated to other contractors. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the RFT. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the contractor's request, and will notify all interested contractors of the error and what corrective action to take. If the information is not critical, but The Corporation of the County of Prince Edward judges it fair to circulate the answer to all contractors, the enquiring contractors will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a contractor's unique tender strategy, The Corporation of the County of Prince Edward will honour the contractor's request and respond only to the enquiring contractor.
- h) **All inquiries must be received prior to 2:00p.m. August 10, 2020.**

SECTION # 2

SCHEDULE OF EVENTS

A. Date the RFT is Issued

This Request for Tender is issued in Picton, Ontario on July 28, 2020 by:

The Corporation of the County of Prince Edward
Amanda Carter, Director of Finance
332 Main Street
Picton, ON K0K 2T0

B. Late Bids

Late bids will not be accepted or considered by the County, no exceptions granted.

C. Tender Submission

Tenders must be delivered to the Finance Department no later than **August 19th, 2020 at 2:00 p.m. (Local Time)**. The envelopes should be sealed and clearly marked "**Micro Surfacing: RFT#2020-EDW-66**" and should be addressed to:

**The Corporation of the County of Prince Edward
Finance Department
332 Main Street, Upper Level
Picton, Ontario KOK 2T0**

It is the Contractor's responsibility to obtain a date and time stamped receipt signed by the County as proof that their Tender has been received by the County within the prescribed time limit.

DELIVERY OF TENDER SUBMISSIONS

In the event that our facilities have not re-opened at the scheduled closing date/time, the following protocol will replace that described in the document. Notification will be provided

A drop off area will be established at Shire Hall in the main foyer on the first floor between 10 a.m. and 2 p.m. on the closing date. When dropping off a tender or proposal please ring the front door bell and a staff member will accept your package in a sealed envelope and then immediately you will exit the building. Envelopes will be received, time and date stamped. Attendees will not be permitted to remain inside the building either leading up to the 2 o'clock deadline or afterwards. All results will be sent to all those who have registered.

[This process will only take effect if we cannot re-open our facilities to the public](#)

D. Key Dates

The following schedule of activities is provided for planning purposes only. The Corporation of the County of Prince Edward reserves the right to cancel the activity or change the schedule at any time.

RFT Issued Date	July 28, 2020
Deadline for Questions	August 10, 2020 @ 4:00 pm
Deadline for Tender Submission	August 19, 2020 @ 2:00 pm
Award of Assignment	September 1, 2020 (approx.)
Construction Start Date	After required submittals are received
Construction Completion	October 9, 2020

E. Final Award Date

It is expected that a successful Contractor may be selected by approximately September 1, 2020.

F. Notification to Contractors Who Are Not Selected

Contractors who have not been selected will receive written notification within approximately 10 days of the selection.

G. Stand Alone Assignment

The County's acceptance of all or any Part of this tender does not authorize any future work beyond this initial assignment.

SECTION # 3

KEY CONTACTS

A. Mailing Address

The Corporation of the County of Prince Edward
332 Main Street
Picton, Ontario
K0K 2T0
Phone (613) 476-2148
Fax (613) 476-8356

B. Proposal Document, Procedures, Specifications/Services

Amanda Carter, Director of Finance
The Corporation of the County of Prince Edward
by email: acarter@pecounty.on.ca or
by fax: 613-476-7622

SECTION # 4

SCOPE OF THE WORK

A. General Objective

This tender is for MICRO-SURFACING INCLUDING ALL SURFACE PREPARATION for the Corporation of the County of Prince Edward (herein referred to as the Municipality or the Owner). The work specified in this contract will be performed at the locations specified, or otherwise, as required in strict accordance with the Special Provision, Specifications and Conditions of this contract.

The Contractor shall provide all labour, equipment, materials and supervision necessary to complete the work as described in this Contract and its referenced materials. The Contractor's unit price bid shall include all costs to furnish all labour, tools, materials, traffic control, equipment and supervision for the application of micro-surfacing on various roads in Prince Edward County.

1. Special Provisions - General

This Special Provision amends and takes precedence over certain Sections of the Ontario Provincial Standard Specifications General Conditions of Contract (OPSS.MUNI 100) dated November 2018. All Sections of OPSS.MUNI 100 not amended by the Special Provisions of this contract shall take precedence in the order set out in Section GC2.02.

1.1. Section GC 8.02.09 Liquidated Damages:

In the event that all work is not completed within the allowed time, it is agreed that damage will be sustained by the Municipality and that it is and will be impracticable and extremely difficult to ascertain the actual value of the damage sustained. It is agreed that the damages will be estimated to be and that the Contractor shall pay the Municipality as Liquidated Damages the sum of Five Hundred Dollars (\$500.00) for every calendar day, except Sundays and Statutory Holidays, taken to complete the work in excess of the allowed time for completion. The Municipality may deduct any amount due under this Section from any monies that may be due or payable to the Contractor on any account whatsoever.

The liquidated damages payable under this Section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

1.2. Working Hours:

A working day is considered any day excluding Sundays and Statutory Holidays (GC 1.04). For the purpose of this contract, working hours on a working day will extend from half hour after sunrise to half hour before sunset.

2. Special Provisions - Specifications

2.1. Ontario Provincial Standard Specifications & Standard Drawings:

2.1.1. This contract document references Ontario Provincial Standards for Roads and Municipal Services, Volumes 1-4, 7 & 8. Copies of the specifications referenced are available for download, free of charge, at:

<http://www.raqsb.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage>

It shall be the Bidder's responsibility to review the referenced specifications, including their subsequent specifications, in their entirety.

2.2. Access to Property:

2.2.1. The Contractor shall ensure that access to properties is restored at the end of each working day.

2.3. Traffic Control:

2.3.1. All traffic control and signing shall comply with current standards including Ontario Traffic Manual Book 7.

2.3.2. The unit price bids shall include all traffic control in accordance with Ontario Traffic Manual Book 7.

2.4. Project Timing & Contract Time:

2.4.1. All work shall be completed by October 9, 2020 subject to any extensions allowed under Section GC3.07 of OPSS.MUNI 100.

2.5. Quantities:

2.5.1. The quantities contained in the Schedule of Quantities and Prices are estimated and are subject to additions or deletions as approved and issued by the Owner. Final payment may be adjusted from the quantities contained in this contract by the Owner based on as built quantities through approved changes.

2.6. Invoicing:

2.6.1. All invoicing shall include the following in the cost breakdown:

- 2.6.1.1.1. Road Name
- 2.6.1.1.2. Date Completed
- 2.6.1.1.3. Quantity
- 2.6.1.1.4. Unit Price

2.7. Approved Equals:

2.7.1. The Contractor may submit a written request to use alternate materials to the Owner for approval. Any alteration from the specified materials will be subject to the approval of the County of Prince Edward (Owner). The Contractor shall not make a substitution without written approval from the Owner prior to receipt of material on site. The Contractor shall clearly state the reason for the request for substitution and clearly indicate whether there is additional cost, credit or no difference in the tendered price as a result of the alternative.

2.7.2. The Contractor shall be required to pay all costs for any geotechnical testing of materials which do not meet the specifications. These costs will be invoiced to the Contractor by the Municipality or deducted from the Contractors final Payment Certificate if geotechnical testing invoices are outstanding.

2.8. Supply, Equipment, Preparation and Application:

2.8.1. The successful bidder shall be responsible for the surface preparation associated with micro-surfacing and the placement of Type II micro-surfacing material as indicated in this contract.

2.8.2. Equipment, materials and methods (preparation and application) used for this project shall comply with OPSS.MUNI 336 (Nov. 2018) unless stated otherwise in this Tender.

2.8.2.1. Surface Preparation:

- 2.8.2.1.1. The Contractor shall clean the existing surface with a power broom as per OPSS.MUNI 336.07.03 prior to application of micro-surfacing. This preparation is not intended to replace street sweeping undertaken as part of winter clean-up efforts by the Municipality. It is the responsibility of the Contractor to visit the site prior to any work taking place and notify the Municipality immediately if winter sand is encountered. No claim shall be made as a result.
- 2.8.2.1.2. Durable pavement markings shall be removed prior to power broom cleaning.
- 2.8.2.1.3. Surface preparation shall include all repairs to the existing surface required prior to the placement of micro-surfacing, including but not limited to wheel rutting, edge line repairs and cracking. Repair methods may include, but are not limited to, compressed air cleaning, grinding, hot mix asphalt patching, and micro scratch coats. It is the responsibility of the Contractor to make all repairs deemed necessary to create an appropriate surface for micro-surfacing.

2.8.2.2. Application:

- 2.8.2.2.1. Micro-surfacing shall be double lift with the exception of the recently surface treated section on County Road 5 (from County Road 6 to Elmbrook Road) which shall receive one lift of micro-surfacing.
- 2.8.2.2.2. Tack coat shall be applied to the existing surface and allowed to cure (break) prior to application of micro-surfacing.
- 2.8.2.2.3. Tack coat application rate shall be as per OPSS.MUNI 336 between 0.25-0.4 kg/m² as determined by the Contractor according to the existing surface conditions.
- 2.8.2.2.4. Micro-surfacing application rate shall conform to Table 5 of OPSS.MUNI 336 (Single Layer Application) being 5-11 kg/m².
- 2.8.2.2.5. The Contractor shall be responsible to supply and delineate the centreline with short term pavement markings at the end of each day of micro-surfacing placement. Short term pavement markings shall comply with OPSS 710. Payment for all labour, equipment and materials to provide Short Term Pavement Marking (Centreline) is considered to be part of the micro-surfacing tender item.

2.9. Restrictions:

- 2.9.1. The Contractor shall only apply micro-surfacing when the ambient temperature is 10°C and rising and when weather conditions are dry and warm.

2.10. Maintenance/Warranty Period:

- 2.10.1. The Contractor guarantees that the work under this Tender shall, for a period of twenty four (24) months from the date of substantial completion, remain in such condition as will meet the approval of the Municipality. The Municipality will arrange for a final inspection of the work under this Tender, prior to the end of the warranty period. The Contractor will be required to make good in a permanent manner, satisfactory to the Municipality, any imperfections due to the materials or workmanship used in the work of this Tender. The decision of the Municipality is to be final as to the nature and cause of such imperfection and the necessity for removing the same. Should the Contractor fail to comply with the direction by the Municipality, the latter may, after giving the Contractor fourteen (14) calendar days written notice, perform the necessary work and the cost may be deducted by the Municipality, from monies owing the Municipality, or to recover the cost from the Contractor.

B. Schedule of Quantities:

Location Number	Road Name	Location Description	Section Length	Approx. Area (m ²)
1	County Road 5	Picton Town Limits to Demorestville (intersection with Potter Road) Double Lift: Single Lift:	10km 2km	79,470 14,000
2	County Road 7	County Road 33 to County Road 25	4km	28,863
3	County Road 17	County Road 8 to County Road 16	6km	43,474
4	County Road 22	Kingsley Road to County Road 10	2km	14,410
5	County Road 33	Rosehall to Hillier	4km	36,000

SECTION #5

CONTRACTOR'S SUB-CONTRACTOR LIST

Include the name of any sub-contractors to be utilized for this assignment. The role of each sub-contractor must be identified along with a list of corporate experience of the sub-contractor. This information is to be included as Schedule D of the Proposal submission.

SECTION # 6

DELIVERABLES

The Successful Contractor shall be required to provide the following:

Two hard copies of the final report are required.

Schedule "A"

OCCUPATIONAL HEALTH AND SAFETY

STATUTORY DECLARATION

In submitting this Tender, I/We, on behalf of _____,
(legal name of company)

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended.

Note: This OHS Act requirement {a} does not apply to employers with 5 or less employees.

- (b) With respect to the services being offered in this tender, I/We and our proposed subcontractors, acknowledge the responsibility to, and shall:
 - (i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker safety, as required under the OHSA.

Dated at _____ this _____ day of _____ 20_____

(Authorized signing officer for the Service Provider)

(Title)

(Phone Number)

Schedule "A1"

ACCESSIBILITY REQUIREMENTS

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the County of Prince Edward.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>



Accessibility for Ontarians with Disabilities Act (AODA)
Accessible Customer Service Training

Company Name: _____

I acknowledge that all staff employed by _____ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The County of Prince Edward, have reviewed a *Service Ontario video/ on-line training course* outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations.

As a principle of the contractor employed by The County of Prince Edward, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: _____

Signature: _____

Date: _____

**Schedule "A2"
QUESTIONS FOR CLARIFICATION**

To	Amanda Carter Director of Finance Email: acarter@pecounty.on.ca THE CORPORATION OF THE COUNTY OF PRINCE EDWARD 332 Main Street Picton, ON K0K 2T0	Fax # 613-476-7622
		Date _____ # of pages _____ (including this page)
From	_____	Telephone # _____
	_____	Fax # _____
	_____	Email _____
Subject	RFT # 2020-EDW-66	
	Reference to Section _____ on page number _____ of this RFT.	
Question:	_____ _____	