



**PUBLIC WORKS DEPARTMENT**

**TENDER**

**ASPHALT RESURFACING OF STREETS  
PACKAGE B**

**APRIL 2017**

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## 1.0 INTRODUCTION, OVERVIEW AND SPECIFIC ITEMS

Tenders shall be submitted by completing this document and placing it in a sealed, opaque envelope, clearly marked on the outside, "**Tender - Asphalt Resurfacing of Streets – Package B; Controller; 3rd Floor City Hall**". There are two (2) packages being tendered that will be awarded separately. Contractors should ensure they have the capacity to meet indicated timelines if bidding on both packages. Package B will have a later closing time so that a bidder can be aware of the status of Package A before placing a bid on Package B. **Package B must be received by the Controller before 2:00:00 pm local time on Monday, May 1st, 2017.** Submissions received after the times so indicated shall be returned unopened. It is the responsibility of the bidder to ensure their submission is received by the aforementioned deadline.

Any addenda will be posted on the City of Charlottetown website at [www.charlottetown.ca/tenders.php](http://www.charlottetown.ca/tenders.php). Proponents are responsible for checking the website for proposal/quote/tender notices, documents, and addenda. The City is not responsible for ensuring proponents have obtained addenda.

**A minimum of two (2) hard copies of the submission documents is required.** No fax, email or electronic documents will be accepted as the sole method of submission but an electronic copy (PDF or Microsoft WORD) of the bid documents are encouraged. The electronic copy may either be included in the envelope noted above or e-mailed as of the closing date and time to Stephen Wedlock, controller ([swedlock@charlottetown.ca](mailto:swedlock@charlottetown.ca)). Late arrival of the electronic copy of the bid documents shall not result in any penalty. It is the proponent's responsibility to ensure that the hard copies of their submission are received prior to the deadline noted above. **There will be a public opening of proposals received immediately after closing.** The awarding of a contract, if any, resulting from this Tender, shall be done, upon approval by City Council, as soon as practical after proposal evaluations have been completed. Results of this Tender will be posted on the City's awards webpage at [www.charlottetown.ca/awards.php](http://www.charlottetown.ca/awards.php).

This Tender creates no obligation on the part of the City of Charlottetown to award a contract or to reimburse proponents for bid preparation or submission expenses. The City of Charlottetown reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this tender and to negotiate in any manner necessary to best serve the interests of the City. The decision as to which tender best satisfies the needs of the City rests solely with the City and any decision is not open to appeal. Submissions will not be evaluated if the bidder's current or past corporate or other interests may, in the City's opinion, give rise to a conflict in connection with this project.

At the election of the City, whether or not a bid otherwise satisfies the requirements of the Tender, the City may reject summarily any bid received from a City or other person which has been anywise involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the Tender was issued.

The City's evaluation may include information provided by the bidder's references, if required, and may consider the bidder's past performance on previous contracts with the City or other institutions.

The City may prohibit a bidder from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such

inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the bidder to honour its pricing or other commitments made in its bid submission; or (c) any other conduct, situation or circumstance, as solely determined by the City.

Where applicable, the City will pay the successful bidder via Electronic Funds Transfer or direct debit. The successful bidder will be required to provide the necessary information for registration on the City's payment system.

Any questions in respect of this Tender shall be directed, in writing, by email, to Stephen Wedlock, Controller ([swedlock@charlottetown.ca](mailto:swedlock@charlottetown.ca)). Questions must be received no less than three (3) business days before the closing date of this Tender.

### **OVERVIEW**

The City of Charlottetown is a flourishing community of over 36,094 people located on the south shore of Prince Edward Island. Charlottetown is the capital City of Prince Edward Island, and is called the "Birthplace of Confederation" after the historic 1864 Charlottetown Conference, which led to Confederation. City Hall is located at 199 Queen Street, Charlottetown, PE.

The City provides a full range of municipal services including general government, police protection, fire protection, planning and development, building inspection, environmental health, environmental development, transportation, and recreation and cultural services. The City also operates the Charlottetown Water and Sewer City.

A Mayor and ten Councillors govern the City and the administration of the City is under the direction of a Chief Administrative Officer. There are eight departmental managers including a Manager of Human Resources, Manager of Finance, Manager of Water and Sewer Utility, Manager of Parks and Recreation, Manager of Planning and Heritage, Manager of Public Works, a Chief of Police, and Fire Chief.

The City of Charlottetown has an appointed Public Works and Urban Beautification Committee who liaise and oversee the administration of public works and beautification services. This committee consists of seven individuals including a Chairperson, Vice-Chairperson, a City Councillor, 2 staff member (Manager of Parks and Recreation and Executive Addistant to the Mayor and Council), The Mayor, as well as the CAO. The Mayor and CAO are non-voting members.

### **SPECIFIC ITEMS**

#### **BID BOND**

Each tender must be accompanied by certified cheque or bid bond in the amount of ten percent (10%) of the estimated project price including applicable taxes made payable to the City of Charlottetown.

#### **EQUIPMENT**

The Contractor is required to provide all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all materials called for by the specifications,

general conditions, special conditions and drawings in the manner prescribed therein and in accordance with the requirements of the City of Charlottetown.

### **TIMING**

Some streets are designated to be completed by an early date; some are required to be scheduled for work during the summer school break; some will be available to the contractor immediately; some will be available to the contractor after the City has completed preparatory work on associated infrastructure (sewer verticals, water gates, sidewalks, etc.); and some are required to be done after the peak tourist season. Timelines are noted in the proposed work list in Section 2.16. See Sections 2.4 & 2.7 for penalty clauses in regard to construction times.

### **MILLINGS**

For 2017 contracts the City will retain some of the millings and the remainder will become property of the Contractor. The Contractor shall deliver the retained allotment to the City's compound on MacAleer Drive. Milling operations, contractor value obtained in milled materials, and any delivery of City retained amounts are to all be calculated at the square meter milling bid rate. Millings to be retained by the City are indicted below, though the City or Contractor may discuss trades for equitable sections during the scheduling of work.

#### **Millings to be retained by the City - Package B (approximately 10% based on square area)**

- Nassau St

**See Section 9.2 for information regarding recycled asphalt products.**

### **OCCUPATIONAL HEALTH & SAFETY**

This contract will comply with the regulations of the Occupational Health and Safety Act and any other regulations pertaining to the construction and maintenance of the work. The Company awarded this contract will be required to provide proof that their Company complies with all the provisions of the PEI Occupational Health and Safety Act, as well as, the Workers Compensation Act regulations. During the process of the quoted work Companies will be required, on the request of the City, to provide written verification that their work is in compliance. See the City of Charlottetown's website [www.charlottetown.ca/tenders.php](http://www.charlottetown.ca/tenders.php) for a complete list of documentation required by contractors.

### **OTHER**

Notes on coordinating City work follow the proposed site list in Section 2.16.

Asphalt mix design and production facilities shall meet PEI T&IR specifications and/or approval (Section 2.9).

**Full tender document must be included with submission; not just bid pages.**

## **2.0 SPECIAL PROVISIONS**

### **2.1 Tender Deposit**

The Contractor will submit with his tender a certified cheque in the amount of ten percent (10%) of the estimated project price including applicable taxes as a tender deposit. In lieu of this certified cheque, the Contractor may submit a bid bond from a recognized Surety Company in the amount of Ten Percent (10%) of the estimated project price including applicable taxes.

If the contractor is awarded the job, he will then submit either the certified cheque mentioned above or a Performance Bond for Fifty Percent (50%) of the value of the Project including applicable taxes.

### **2.2 Maintenance Bond**

The successful Contractor will be required to supply a Maintenance Bond from an approved Surety Company or Government of Canada Bonds for a period of one (1) year from the completion of work in a sum equal to Fifty Percent (50%) of the value of the Project including applicable taxes. In lieu of this Maintenance Bond, the contractor may leave the 10% certified cheque with the City.

The Maintenance Bond must be supplied before the Contractor's holdback will be released.

### **2.3 Materials**

All materials will be supplied by the Contractor and all must be guaranteed by the Contractor as outlined hereinafter.

### **2.4 Commencement & Completion**

**Per the operational timelines noted in the List of Work (Section 2.16)**, the Contractor is to commence work in a timely manner after award of the Project (weather and other conditions allowing) and work diligently towards completion unless otherwise authorized by the City of Charlottetown. All work must be completed before the dates indicated unless otherwise authorized by the City of Charlottetown.

Any extension(s) due to working time lost to weather must be requested of and approved by the City on a progressive basis during the work. **The City may deduct \$5,000.00 per day for any violations of completion times.**

### **2.5 Truck Rates**

Trucking rates paid to private truckers must be at the scale set by the PEI Department of Highways.

### **2.6 Extension of Time**

The Owner may, on the application of the Contractor made before the day fixed for completion of the work, if, in his opinion it is in the best interest, extend time for completion of the work by fixing a new day for completion of the work.

Where the Contractor does not complete the work by the day fixed for the completion of the work but does complete the work thereafter, the Contractor shall pay to the City of



Charlottetown and amount equal to all salaries, wages and travelling expenses paid by the City of Charlottetown to persons superintending the work during the period of delay.

## **2.7 Construction Time**

The Contractor shall have no section of street under construction for a period of more than **seven (7) calendar days** with respect to pulverizing / cold planing and repaving. All associated tie-ins must be completed within **seven (7) calendar days** of the placement of the final seal coat. Any extension due to working time lost to weather must be immediately requested of and approved by the City. Any pause in this timeline where the City may resume responsibility for the site to undertake subsurface utility upgrades must be documented. **The City may deduct \$500.00 per day for any violations of these time limits. Such penalties may be multiplied on any specific day for the number of sites that are affected.**

## **2.8 Traffic Control**

The Contractor will be responsible for all traffic control and signage around the work site both during work hours and any other time that may be warranted. The Contractor will attempt to keep through traffic access as much as possible but may apply to the Owner for permission to close a section of street; if such permission is granted the Contractor will install signage notifying the public of the detour route around the site.

The Contractor, by means of signage, shall notify the public of areas open to traffic which pose potential for tack or other emulsions getting onto vehicles or such personal property. This warning shall be in advance such that the public can make a decision as whether to travel through the area or to go around.

## **2.9 Provincial Provisions**

The term ‘Provincial Specifications’ refers to the “General Provisions and Contract Specifications of Highway Construction” as produced by the Prince Edward Island Department of Transportation and Infrastructure Renewal.

## **2.10 Particulars of the Work**

The Contractor’s foreman will walk the work sites with the Owner or a representative thereof before each project begins to discuss aspects of the work that are peculiar to each individual section of street. Such things as pre-patching, drainage requirements, underground services, and grade constraints will be discussed at this time. The Contractor shall allow time for any preliminary work (subject to Section 11) to be carried out between this meeting and the commencement of the resurfacing.

## **2.11 Weighing of Materials**

The City will supply on site a representative to receive weigh tickets from trucks carrying materials paid for on a weighed measure. It is the Contractor’s responsibility to provide copies of these tickets. Scales used for this purpose shall meet the Government of Canada Weights and Measures Act regulations.

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Costs involved in providing and operating the scale and tickets, as well as hauling of the materials shall be included in the unit bid price for the individual materials. The City reserves the right to test the scales used at their cost.

**2.12 Payment**

Payment will be at the rates stated in the Tender Forms (Section 4.0).

**2.13 Quantities**

The quantities set out in the Tender Form are approximate only, and payment will be made on the basis of a measurement of work actually completed.

The City of Charlottetown reserves the right to add to or to delete from, or even to cancel any particular quantity.

**2.14 Complete Tender**

**A complete tender consists of the following:**

- (a) The Tender Form, together with the complete specifications (Section 5.45)
- (b) Tender deposit cheque or bid bond
- (c) Notation of anticipated dates of Construction
- (d) Submission of company résumé listing projects of a similar scope and value that the firm has recently undertaken.

**2.15 Scope of Work**

There will be three main types of resurfacing methods used under this project: Pulverize & Overlay, Cold Plane & Overlay, and Overlay (reference Section 13). The following is a tentative list of streets categorized by possible construction method. The City reserves the right to add, delete, or modify any streets listed. Measurements are rough estimates.

**2.16 List of Work** (Measurements are approximate)

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH (m)</u>	<u>WIDTH m</u>
<b>PKG B - COLD PLANE &amp; OVERLAY</b>		<b>To be completed by June 23, 2017</b>		
Kensington Rd	Exhibition Dr	Woodward Dr	650m	10m
Nassau St	Dunkirk St	University Ave	600m	10m
Richmond St	Great George St	Prince St	150m	11m
Sydney St	Queen St	Haviland St	300m	10m
<b>PKG B - COLD PLANE &amp; OVERLAY</b>		<b>To be completed by Aug 15, 2017</b>		
Beasley Ave	Kensington Rd	Allen St	420m	7m
David's Ln	Greensview Dr	Bolger Dr	105m	7m
Echo Ln	Glenthorne Ave	Westridge Cres	75m	9m
Glenview Ln	Andrews Ct	Westcombe Cres	75m	9m

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Greenwood Dr	St Peters Rd	end	400m	7m
Kerry Dr	Cannon Dr	Revel Dr	110m	6m
MacRae Dr	Livingstone Dr	St Peters Rd	685m	8m
Montgomery Dr	Mt Edward Rd	Birchill Dr (N)	435m	6m
Norwood Rd	Oak Dr	north end of pave	1,165m	8m
Richard Dr	Doncaster Ave	Doncaster Ave	480m	6m
Woodward Dr	St Peters Rd	Kensington Rd	410m	7m

**PKG B – PULVERIZE & OVERLAY****To be completed by Aug 15, 2017**

Angus Dr	St Peters Rd	Crocker Sr	495m	7m
Blythe Cr	Pine Dr	Greenleaf Dr	500m	7m
Bridle Path Ln	St Peters Rd	end	755m	7m
East Royalty Rd	MacRae Dr	Hughes Ct	500m	7m
MacRae Dr	Livingston Dr	north end	1,400m	8m
Maxfield Ave	Cedar Dr (S)	Cedar Dr (N)	360m	6m
Oak Dr	Brackley Pt Rd	Rogers Ln	400m	9m
Revel Dr	Kerry Dr	Cheverie Dr	100m	6m
Rosedale Dr	Popular Dr	Tamarac Dr	240m	6m
Templar Ave	Francis Ln	MacArthur Dr	365m	6m
Towers Rd	Mt Edward Rd	(Confederation Trail)	400m	7m

**PKG B – COLD PLANE & OVERLAY****To be undertaken between July 15 and Sept 15, 2017**

First St	Beasley Ave	south end	285m	7m
Oak Dr	Mt Edward Rd	Maple Ave	450m	9m
St Peters Rd	Hawthorne Ave	St Pius X Ave	655m	12m

**Coordination notes regarding City work:**

The City may undertake sidewalk work at some sites prior to, or in coordination with resurfacing. The most significant of these work sites have been generally included in the work not commencing prior to Aug 01, 2017. Details will be discussed with the Contractor at the beginning of the project.

Some streets with existing curbing will have the City placing new concrete curb on-grade. That will require the City to reclaim the work site for 2-4 days after milling and a leveling course but prior to final seal course. Details will be discussed with the Contractor at the beginning of the project.

The City may require traffic signal loop installs/replacements at signalized intersection approaches after milling / base course and before seal course placement.

### **3.0 INSTRUCTIONS TO BIDDERS**

#### **3.1 Explanation to Bidders**

Any explanation regarding the meaning or interpretation of tender drawings, specifications or other tender documents must be requested in writing to the contact person noted in Section 1 with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanation or interpretation shall be made in the form of addenda to the documents and shall be furnished to all bidders. Oral explanations and interpretations made prior to the bid opening shall not be binding.

#### **3.2 Examination of Plans, Specifications & Worksites**

Bidders shall carefully examine the instructions to bidders, plans, specifications, special provisions and site of the proposed work in order to satisfy themselves by examinations as to all the local conditions affecting the Project and as to the detailed requirements of construction.

#### **3.3 Bidders Understanding**

Any information given to bidders regarding quantities, subsoil conditions or surface topography, shall be given as the best factual information available without the assumption of responsibility of its accuracy or for any conclusions that the Contractor may draw there from.

#### **3.4 Preparation of the Bids**

Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or his authorized representative. The person signing the bid shall initial any corrections to entries made on Bid Forms.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify a bid. When submissions on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

Unless otherwise specified, no electronic bid submissions will be considered. Modifications to bids already submitted must be received by the same allowable submission methods and also prior to the time fixed in the 'Invitation for Bids'. Modifications shall be submitted indicating such, in a sealed envelope not revealing the total amount of either the original or revised bids.

#### **3.5 Submission of the Bids**

Bids must be submitted as directed in the 'Invitation for Bids'.

#### **3.6 Receipt and Opening of the Bids**

Bids shall be submitted prior to the fixed time in the 'Invitation for Bids'. Bids received after the time so indicated shall be returned unopened.

**3.7 Withdrawal of Bids**

Bids may be withdrawn at any time prior to opening upon written or telegraphic request from the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw a bid subsequent to the bid opening.

**3.8 Presence of Bidders at Opening**

At the time and place fixed for opening bids, all bidders and other interested parties may be present in person or by representative.

**3.9 Bidders Interested in more than one Bid**

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

**3.10 Award of Tender**

The tender shall be awarded as soon as practical after the bid opening, subsequent to the reservations of Section 3.11 hereinafter.

In cases of error in the extension of prices, the unit bid prices shall govern. The owner reserves the right to waive any informality in bids at his discretion.

**3.11 Rejection of Bids**

The City of Charlottetown reserves the right to reject any and all bids or to accept any bid that may be considered to be in the best interests of the City.

**3.12 Security**

No bid will be considered unless accompanied by a security deposit based on the estimated project price with correct extrapolation of unit prices. This deposit shall consist of a certified cheque for the amount shown in Section 2.1, made payable to the City of Charlottetown and drawn upon a Chartered Bank or a bid bond. It will be forfeited to the City if the bidder neglects or refuses to enter into a contract when called to do so.

**Bid guarantees will be returned to all except the three (3) lowest bidders within three (3) days after the opening of tenders.** The bid guarantees of the remaining non-successful bidders will be returned within the earlier of sixty (60) days after the opening of tenders and two (2) days after Council awarding the tender.

Tender deposit will be returned to the successful bidder upon receipt of a performance bond for the amount shown in Section 2.1 conditioned on the satisfactory completion of the work according to the terms of the agreement provided.

**3.13 Competency of the Bidder**

Bidders must be capable of performing the various items of work bid upon. They may be required to furnish to the City a statement covering experience on similar work, lists of

machinery, plant and other equipment available for the proposed work and such statements of their financial resources as may be deemed necessary.

### **3.14 Material Guarantee**

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work included in the contract together with samples which may be subjected to tests required by the City to determine their quality and fitness for the work.

### **3.15 Equipment Guarantee**

On the forms provided under Section 04, bidders are required to submit with their tender, a statement of their equipment available for the work covered by their contract.

### **3.16 Agreement, Bonds and Insurance**

The successful bidder shall be deemed to have entered into an agreement with the City upon resolution by City Council of the tender. The tender documents shall provide the details of the services, remuneration and rights of both parties in respect to this agreement.

The bidder shall secure and maintain such insurance policies as are required.

### **3.17 Force Account Work**

If the Owner orders, in writing, the performance of any work not covered by the plans or included in the Specifications and for which no item in the contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such work shall be done on a Cost-Plus Percentage basis of payment as provided in the General Provisions, Section 5.20.

### **3.18 Bids Submitted On**

All bids must be upon the blank "Bid Sheet" and "Equipment Rental Price" forms annexed thereto stating the proposed price for each item of work and the Estimated Project Price (including taxes) both in words and in figures and be signed by the bidder with his business address and place of residence.

**Bidders shall not remove and submit their Tender Form pages separate from the volume of contract documents, but shall submit their Tender Form bound with the complete volume of documents including all pages correctly assembled and attach any addenda that may have been issued.**

**4.0 TENDER FORMS**

**4.1 Bid Sheet**

**CITY OF CHARLOTTETOWN  
ASPHALT RESURFACING OF STREETS**

TO: City of Charlottetown  
Public Works Committee

Ladies and Gentlemen:

The undersigned bidder has carefully examined all specifications and hereby offers to enter into a contract with the City of Charlottetown, to supply all labour, materials, and equipment, and to perform all work required by these specifications, for the unit prices given on the following page:

The undersigned bidder understands and agrees that:

1. These tender prices are valid for acceptance for a period of forty-five (45) days from the date of closing of tenders.
2. The lowest or any tender may not necessarily be accepted.
3. Any of the bid quantities may be increased, decreased, or deleted from the contract without adjustment to the unit bid prices.
4. Payment(s) for this work will be made by Electronic Funds Transfer (EFT) and vendor must provide information prior to award of contract to be setup on this system.

**2017 PACKAGE B**

**ESTIMATED PROJECT PRICE (including HST – 15%)**      \$ \_\_\_\_\_

**(Written)** \_\_\_\_\_/100 Dollars

**Anticipated dates of construction:**

From \_\_\_\_\_,2017      to      \_\_\_\_\_,2017

**SIGNED** \_\_\_\_\_

**COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Affix Corporate Seal**

**4.2 Bid Sheet Unit Prices      2017 PACKAGE B**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENDED</u>
1.	cold planing	83,800	sq. m.	_____	_____
2.	pulverization	23,750	sq. m.	_____	_____
3.	tack	108,700	sq. m.	_____	_____
4.	B Mix (seal) asphalt	12,800	tonne	_____	_____
5.	A Mix (base) asphalt	2,800	tonne	_____	_____
6.	class A gravel	1*	tonne	_____	_____
7.	class C gravel	1*	tonne	_____	_____
8.	topsoil	1*	tonne	_____	_____
9.	pre-patching	1*	sq. m.	_____	_____
10.	reset culverts	1*	unit	_____	_____
11.	<b>gutter block removal</b>	150	l. m.	_____	_____
12.	asphalt curb	1*	l. m.	_____	_____
Extended Sub-Total Before Taxes					_____
Applicable Taxes					_____

**2017 PACKAGE B**

Estimated Project Price including Taxes      \$ \_\_\_\_\_

**\* Quantities of 1 are items not necessarily anticipated but require unit price in case encountered**

**SIGNED** \_\_\_\_\_

**COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Affix Corporate Seal**



**4.3 Company Résumé**

Please list projects of a similar scope and value that your firm has recently undertaken.

Project owner	General job description	Value	Date

**4.4 Equipment Rental Prices**

<u>Machine Description</u>	<u>Equipment Type</u>	<u>Rental Price</u> <b>(before taxes)</b>

## 5.0 GENERAL PROVISIONS

### 5.1 Definitions

**"CITY"** means the City of Charlottetown.

**"PUBLIC WORKS MANAGER"** means the Manager of the Public Works Department of the City of Charlottetown acting personally or through any duly authorized assistant.

**"CONTRACTOR"** means the firm or individual selected as the successful bidder in regards to this tender by resolution of the City of Charlottetown Council. Contractor also includes any legal representatives of such and the words "he" and "his" when used in respect to the Contractor respectively include and represent the words "they" and "their" if there is more than one contractor and the word "it" or "its" if the contractor is a company or a body corporate.

**"OWNER"** means the City of Charlottetown acting by the City Council or by any Committee or by an official duly authorized to act for the City in respect to the work specified in those conditions or in any contract or agreement or specifications.

**"SUB-CONTRACTOR"** means employed herein included only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnished material not so worked.

**"OTHER CONTRACTOR"** means any person or firm or corporation employed by or having a contract directly with the owner other than through the Contractor at the time of resolution of this tender.

**"PLANS OR DRAWINGS"** unless some other meaning is obvious from this context, means the drawings used for tendering and signed by the Contractor at the time of resolution of the tender.

**"WORK OR WORKS"** unless some other meaning is obvious from the context, means the whole of the work, matters, or things, required to be done or applied under the tender, including all extras or additional work or material duly authorized under the terms of the tender.

### 5.2 Execution, Co-relation & Intent of Documents

The submitted tender as resolved by City Council shall be deemed to be the agreement that provides the specifications for this project including services rendered and remuneration.

Persons or firms submitting tenders shall be actually engaged in the lines of work required by the specifications and plans and drawings.

All correspondence, inquiries, instructions, etc. in connection with the work shall be made through the City of Charlottetown.

The tender documents are complimentary and what is called for by one shall be as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern.

**5.3 Design- Drawings and Instructions**

It is agreed that the Owner will be responsible for the adequacy and sufficiency of the plans and specifications. The owner shall furnish plans and specifications that completely represent the requirements of the work as far as practical to be performed under the contract. All such drawings and instructions shall be consistent with the tender documents and shall be true developments thereof.

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either tender documents or drawings, the interpretation and decision of the Owner shall be final and binding on both parties to this tender. The fact that specific mention of any item of plans and specifications, when the same is customarily required to complete fully such work as is specified there, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said item of equipment or work, or both, shall be installed or done the same as if called for in the plans and specifications.

The Owner may, during the life of the Project, and in accordance with Section 5.16, issue additional instructions, by means of drawings or otherwise necessary to illustrate changes in the work.

**5.4 Verbal Agreements**

No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after execution of this Project shall affect or modify any of the terms or obligations contained in any of the documents comprising said Project.

**5.5 Copies of Drawings**

Unless otherwise provided in the tender documents the Owner will furnish the successful Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

**5.6 Order of Completion**

The Contractor shall submit at such times as may reasonably be requested by the Owner, schedules which shall show the order in which the Contractor proposed to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

**5.7 Ownership of Drawings**

All drawings, specifications and copies thereof furnished by the Owner shall not be reused on other works, and sets are to be returned to him on request, at the completion of the work.

**5.8 Site Examination**

Before submitting a tender, all bidders are required to examine the site of the work where such is possible and fully inform themselves of the conditions and limitations, and make due allowance in their tender for any such conditions and limitations as they affect the proper carrying out of the work.

**5.9 Materials, Appliances, Employees**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

The hourly rate of wages to be paid by the Contractor or his sub-contractor shall be a fair and reasonable one.

The Contractor shall comply with all the requirements of the Workers Compensation Act, Employment Insurance requirements and any other labour legislation applicable and shall insure compliance therewith by all subcontractors. The Contractor shall furnish certificates of compliance with the said requirements as and when required by the owner to do so.

The Contractor shall be responsible for all assessments or payments required by the Workers Compensation Board.

The Contractor shall provide adequate sanitary facilities. The Contractor shall use local labour as much as possible where their use does not interfere with key personnel.

**5.10 Royalties and Patents**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when the Owner specifies a particular manufacturer, product, or process.

**5.11 Surveys, Permits & Regulations**

Unless otherwise specified, the owner shall furnish all land surveys, base lines and stakes for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys, lines and elevation, as he deems necessary. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be executed and paid for by the Contractor. Permits, licenses and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the tender for changes in the work.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of wilful or careless destruction he shall be charged with the resulting expenses and

shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbances.

#### **5.12 Protection of the Public and of Work and Property**

The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection and convenience of the public and provide adequate traffic control if requested by the traffic authority. The Contractor shall continuously maintain adequate protection of all work damage, and shall take all reasonable precautions to protect the Owners property from injury or loss arising in connection with this Project. The Contractor shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the tender documents, or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent private and public property, as provided by law and tender documents.

The Contractor shall not, without the permission of the Owner, obstruct the traffic on any street, roadway or place but he shall at all times keep a free and uninterrupted passageway for all traffic at such localities.

Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement.

#### **5.13 Inspection of Work**

The Owner shall provide sufficient competent engineering personnel for the supervision of the work.

The Owner and his representative shall at all times have access to the work whenever it is in preparation of progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Owner's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by another authority than the Owner, of the date fixed for such inspection. Inspections by the Owner shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, as required by the Owner, be uncovered for examination and properly restored at the Contractor's expense.

The Owner may order re-inspection of any work, and, if so ordered, the Contractor must uncover the work. If such work is found to be in accordance with the Project Documents, the Owner shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Project Documents, the Contractor shall pay such cost.

#### **5.14 Superintendents**

The Contractor shall keep on the work during its progress a competent superintendent and any necessary assistance, all satisfactory to the Owner. The superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be confirmed on written

request in each case. The Contractor shall give sufficient superintendence to the work, using his/her best skill and attention.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in plans or in the labour as given by survey points and instructions, he shall immediately inform the Owner in writing, and the Manager shall properly verify same. Any work done after such discovery until authorized, will be done at the Contractor's risk.

#### **5.15 Protection Against Water and Storm**

The Contractor shall take all precautions to prevent damage to the work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall make such repairs or replacements or rebuild such parts of the work as the Owner may require in order that the finished work may be completed as required by the City specifications.

The Owner may prohibit the carrying out of any work at any time when, in his judgement the proper precautions are not being taken, whatever the weather may be, in any season.

#### **5.16 Changes in the Work**

The owner, without invalidating the Project, may order additions to or deductions from the work, the tender sum being adjusted accordingly. Any claim for extension of time caused hereby shall be adjusted at the time of ordering such damage.

Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order, and no claim for an addition to the tender sum shall be valid unless the additional work was so ordered.

#### **5.17 Selection of Equipment by Owner**

If the Owner or his/her agent reserves the sole right to select equipment to be installed, the Contractor shall be responsible only for its installation according to the plans and specifications and shall not be held liable for its operating performance.

#### **5.18 Extension of Time**

- a) The period of time for completion set forth in the tender may be extended in amount equal to time lost due to causes which could not have been foreseen or beyond the control of the Contractor, and which were not the result of his fault, negligence, or deliberate act. Extension of time for completion shall be allowed also for delays in the progress of the work caused by an act of omission on the part of the owner or his employees, or by other Contractors employed by the Owner in, in the furnishing of plans and necessary information by the Owner, or for any causes which in the opinion of the Owner, are due to the Contractor to an extension of time. All extensions of time must be documented as having been requested in a timely manner and approved by the City.
- b) The Contractor shall notify the Owner within seven (7) days of any occurrence, which in the Contractor's opinion entitles him to an extension of time for completion. Such notice shall be in writing. The Owner shall acknowledge in writing receipt of any such claim by the Contractor within seven (7) days of its receipt.

**5.19 Claims for Extra Work**

If the Contractor claims that any instruction by drawings or otherwise issued under the date of the Project involve extra cost under the tender, he shall give the Owner written notice thereof within seven (7) days, after the receipt of such instructions, and in any event before proceeding to execute the work, except emergency endangering life or property and the procedure and the procedure shall then be as provided for in Section 5.16. No such claim shall be valid unless so made.

**5.20 Force Account Work**

If the Owner orders, in writing, the performance of any work not covered by the plans or included in the specifications, and for which no unit price or lump sum basis can be agreed upon, such extra work shall be done on a cost-plus percentage basis or payment as follows:

- (a) The Contractor shall be reimbursed for the actual cost of such work and shall receive an additional payment of 10% of the cost of all labour and material and the use of small tools. Supervision and administration are considered cost under this time.
- (b) The term "cost" shall include all payroll charges such as Employment Insurance, Workmen's Compensation and all premiums for public liability and property damage insurance.
- (c) The actual cost shall not exceed the value of labour and the reasonable market value of materials, as the case may be and the Contractor must furnish the Owner with satisfactory vouchers for all labour and material expended work done on this basis.
- (d) Contractors plant, including power, equipment, and trucks, shall be paid for on agreed rental terms, such terms to include the operation for the machine, rented as set out in Section 4.
- (e) The cost of the work done each day shall be submitted to the Owner in a satisfactory form on the succeeding day, and shall be approved by him, or adjusted at once.

**5.21 Deductions for Uncorrected Work**

If the Owner deems it inexpedient to correct work that has been damaged or that it was not done in accordance with the tender, an equitable deduction from the tender price shall be made therefore.

**5.22 Correction of Work Before Final Payment**

The Contractor shall promptly remove from the premises all materials condemned by the Owner as failing to meet tender requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the tender and without cost to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials as promptly as possible, after written notice, the Owner may remove them and store the material at the expense of the Contractor.

Failure to execute this Project and furnish satisfactory Project bonds under the conditions and within the time specified including extensions granted thereto shall entitle the Owner



to retain as Liquidated Damages, the certified cheque submitted with the tender as a performance bond.

### **5.23 Suspension of Work**

The Owner may at any time suspend the work, or any part thereof, by giving notice to the Contractor's in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connecting with the work under this Contract as a result of such suspension.

### **5.24 The Owners Right to Terminate Contract**

If the Contractor should be adjudged a bankrupt, or if he/she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases in which extension of time are provided, to supply enough property, skilled workmen or proper materials or if he should fail to make prompt payments to sub-contractors or for materials and labour, or persistently disregard laws or ordinances or the instructions of the Owner, or otherwise be guilty of substantial violation of any provision of the tender, then the Owner, upon the written notice of the Public Works Manager that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances therein and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the tender price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred through the Contractor's default shall be determined by the Owner.

### **5.25 Contractor's Right To Stop Work Or Terminate Contract**

If the work should be stopped under the order of any court, or other public authority, for a period of one month, through no act or fault of the Contractor or of anyone employed by him, or if the Owner should fail to issue any estimate for payment within thirty days after it is due, or if the Owner should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the Owner, then the Contractor may, upon seven days written notice to the Owner and the Public Works Manager, stop work or terminate the Project and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damage.

### **5.26 Removal of Equipment**

In the case of termination of this Project before completion for any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any or all of his equipment or supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

**5.27 Use of Completed Portions**

The Owner may at any time during progress of the work after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Project is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired. In such cases, the Owner shall issue certifications or acceptance for such portions of the work, but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, not of any uncompleted portions, nor of any work completed in accordance with the tender documents.

If such prior use increases the cost or delays the work, the Contractor shall be entitled to an extension of time as determined by the Owner.

**5.28 Right to Materials**

Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed by the work or the soil, but all such materials, shall upon being so attached or affixed because the property of the Owner.

**5.29 Payments Withheld Prior to Final Acceptance of Work**

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate or payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
- c) Failure of the Contractor to make payments properly to sub-contractors or for material or labour.
- d) Damage to another contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner that will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

**5.30 Indemnity**

The Contractor and his sureties shall indemnify and save harmless the Owner and all its officers, agents and employees, for all suits, actions or claims of any character, same and description brought for or on account of any injuries or damages received or sustained or any injuries or damages received by any person or persons or property, on account of any negligent act or fault of the Contractor, his agents or employees, in the execution of said Contract, or on account of the failure of the Contractor to provide necessary barricades, warning lights, or signs, and will be required to pay any judgement, with costs, which may be obtained against the Owner growing out of such injury or damage.

The Contractor shall, unless otherwise specified, maintain and pay for such insurance as will protect the Owner from contingent liability under this Contract, and the Owner's right to enforce against the Contractor any provisions of this article shall be contingent

upon the full compliance by the Owner with the terms of such insurance policy or policies a copy of which shall be deposited with the Owner.

Before starting and until acceptance of the work, the Contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) to (g) inclusive, as indicated in Section 5.32 below.

The Contractor shall require each of his sub-contractors to procure and maintain until the completion of that sub-contractors work insurance of the types and to the limits specified in paragraphs (a) to (f) inclusive, as indicated in Section 5.32 below. It shall be the responsibility of the Contractor to ensure that all his sub-contractors comply with all of the insurance requirements herein relating to such sub-contractors.

### **5.31 Insurance**

Insurance shall be in such form as will protect the Contractor or the sub-contractor, the Owner, their agents and employees, as appropriate, from all claims and liability for damages for bodily injury, including accidental death and for property damage which may arise from operations under this Project, whether such operations be by himself or by anyone directly or indirectly employed by him.

That the undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the City of Charlottetown (City) and the amount of coverage shall be not less than two million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the City in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold the City harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the City will be furnished. Such insurance shall have the City as an additional insured and shall contain cross liability coverage and preclude subrogation by the insured against the City.

All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certification in triplicate from the insurance carrier, stating the limits of liability and expiration date, shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided but shall specifically refer to this tender, division, part and section and the above paragraphs in accordance with which insurance is being furnished, and state such insurance is as required by such paragraphs of this tender.

**5.32 Damages**

If either party to this Project should suffer injury or damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such doing.

Notice in pending claim for any such reimbursement shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, and the claim shall be filed and adjusted previous to the time of final payment.

**5.33 Prices for Work**

The Owner shall pay and the Contractor shall receive the prices stipulated in the Schedule of Rates attached hereto as full compensation for everything furnished and done by the Contractor under this Project, including all work required but not specifically mentioned and for well and faithfully completing the work as herein provided.

**5.34 Progress Estimate**

Except as hereinafter provided, the Contractor shall, once in each month, submit an estimate in writing of the total amount of work done to the first of the month. The Owner shall, after scrutinizing the estimate, decide the amount earned by the Contractor. Fifteen percent (15%) of such estimated value will be retained as part security for fulfilment of this Project by the Contractor and all previous payments and all sums to be retained under the provisions of this Tender shall be deducted from the price. The City shall monthly pay to the Contractor the balance not retained as aforesaid except that payment may be withheld at any time if the work is not proceeding in accordance with the tender.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts, together with a quantity and unit price for each part such that the sum of the products of prices and quantities will equal the contract price for the item. This schedule shall be submitted by the Contractor for the approval of the Owner before the first estimate becomes due.

**5.35 Final Payment**

Final payment will be made sixty (60) days after the completion and acceptance of the work in accordance with this tender, but such final payment shall not be made until a written certificate has been filled with the Owner from:

- a) The Register of Deeds, Charlottetown, certifying that no lien has been filed in this office against the Contractor or on the premises, or materials mentioned herein, for work done or materials furnished in respect of anything done under or by virtue of this Project;
- b) The Worker's Compensation Board that the Contractor has paid all assessments required by the Board in respect to this contract;
- c) The Contractor stating that all claims and demands for extra work or otherwise, under or in connection with this contract have been presented.

In no case shall the Contractor be entitled to a payment which in the judgement of the Owner shall leave the balance withheld insufficient to complete the work and to cover the lien law.

**5.36 Assignment**

The Contractor shall not assign the contract or sublet it as a whole or in part without the written consent of the Owner, nor shall the Contractor assign any monies due to become due to him hereunder, without the previous written consent of the Owner. Assigning or subletting the contract shall not relieve the contractor or his surety from any contract obligations.

**5.37 Rights of Various Interests**

Wherever work is being done by the Owner's forces or by other contractors in contiguous to work covered by this Project, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

**5.38 Separate Contracts**

The Owner reserves the right to let other contracts or to use City forces in connection with this work. The Contractor shall afford other contractors and City forces reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and co-ordinate his work with theirs.

**5.39 Sub-Contractors**

The Contractor shall, as soon as possible after the award of the tender, notify the Owner in writing of the names of all proposed sub-contractors for the work, said sub-contractors to be subject to the approval of the City and the Manager .

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his sub-contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.

Nothing contained in the tender documents shall create any contractual relation between any sub-contractor and the Owner.

**5.40 Public Works Manager's Status**

The Public Works Manager, acting personally or through duly authorized assistants, shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to ensure that proper execution of the Project. He shall also have authority to reject all work and materials that do not conform to the tender and to decide questions that arise in the execution of the work.

**5.41 Public Works Manager's Decisions**

The Public Works Manager acting personally or through duly authorized assistants shall, upon presentation to him, make prompt decision in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the tender.

All such decision of the Public Works Manager shall be final.

**5.42 Lands for Work**

The Owner shall provide as indicated on the drawings and not later than the date when needed by the Contractor the lands upon which the work under this contract is to be done, rights-of-way for access to same, and such other lands which are designated on the drawings for the use of the contractor.

The Contractor shall provide at his own expense and without liability to the Owner any additional land use access thereto that may be required for temporary construction facilities or for storage of materials.

**5.43 Cleaning Up**

The Contractor shall, as directed by the Owner, remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the owner thereof.

**5.44 Notice to Proceed**

The whole work shall be completed within the time specified. No work shall be started nor materials and/or equipment moved on the site until after receipt by the Contractor of a written notice to do so by the Owner.

**5.45 Bids Submitted on**

All bids must be upon the blank "Bid Sheet" and "Equipment Rental Price" forms annexed hereto, state the proposed price for each item of work both in words and in figures and be signed by the bidder with his business address and place of residence.

Bidders shall not remove and submit the Tender Form pages separate from the Volume of Contract Documents, but shall submit their Tender Form bound in with the complete volume of Documents including all pages, correctly assembled.

**5.46 Agreement**

Nothing done, performed or supplied, by or under the tender or in pursuance thereof, by this Project or any implied contract, shall be binding upon the City nor shall the City in any way be liable for anything so done, performed or supplied, until first of all the successful tender has been resolution by Charlottetown City Council at a public meeting.

**5.47 Maintenance Guarantee**

The Contractor shall guarantee his work for a period hereinafter specified from the date of acceptance by the Owner, and shall leave the work in perfect order at completion, and neither the final certificate or payment or any provisions in the tender documents shall relieve the Contractor of the responsibility for negligence of faulty materials or workmanship with the extent and period provided by law, and upon written notice he shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from.

A guaranteed maintenance period shall be effective for a total of twelve months, specified from the day following substantial performance of the work. Five (5) Percent of all

monies shall be retained by the Owner during construction and for twelve months following substantial performance of the work. This Five (5) Percent shall be retained as security for the owner to be utilized by the owner if the Contractor fails to provide adequate service during the maintenance period.

All engineering costs incurred by the Owner resulting from inadequate service by the Contractor (i.e., non-responsive to deficient items requiring repair or repeated repairs to the same item), will be deducted from the Guaranteed Maintenance Holdback.

**NOTE: Guaranteed maintenance holdback is in addition to the Fifteen (15) Percent mechanic's lien holdback.**

**Guarantee Periods:**

**1 year from project completion on all work**

**2 years from project completion on pulverize & resurface**



## **6.0 COLD PLANING ASPHALTIC CONCRETE**

### **6.1 Scope of Work**

This work involves the cold planing, removal and stockpiling of asphaltic concrete from the streets.

### **6.2 Equipment**

A commercially designed, self-propelled, cold plane unit, equipped with automatic longitudinal and transverse grade and slope controls shall be used. Minimum planing width shall be 2 m. Planed material shall pass a 50 mm sieve.

The cold planer shall be further equipped with a loading conveyor to facilitate the removal and transportation of the milled asphalt directly by truck. Depositing the milled asphalt directly on the street shall not be permitted.

The longitudinal and transverse grade and slope controls shall be equipped to operate from a ski or matching shoe and capable of maintaining a profile grade elevation of cross slope.

### **6.3 Construction Method**

The cold planer unit shall remove the existing asphaltic concrete as directed by the Owner. Any loose remaining material after the milling is completed must be cleaned from the street by the Contractor before opening the street to traffic.

The Contractor shall take care to locate all utilities before beginning planing. Any cost associated with the repair of damage to utilities caused by negligence of the Contractor in this matter will be billed to the Contractor and no claim for downtime will be paid.

### **6.4 Payment for Cold Planing**

Measurement of milled material shall be the number of square meters of asphaltic concrete cold planed at the normal requested depth of 50 mm. If any sections require deeper milling, payment shall be prorated on the requested depth.

Payment under this section shall be made at the unit bid price per square meter and this price shall be full compensation for cold planing, traffic control, transportation of planed material, equipment, tools, labour and incidentals necessary to complete the work.

Transportation includes both the planned materials becoming the property of the contractor and their responsibility for removal from the site as well as that indicated to be retained by the City and to be delivered by the contractor to the City stores facility.



## 7.0 PULVERIZATION IN PLACE

### 7.1 Scope of Work

This work shall consist of pulverizing asphaltic concrete, Portland Cement, soil cement or combinations thereof in place and utilization of the pulverized material as a base course.

### 7.2 Construction Method

The Contractor shall cut back shoulder material along the edge of the pavement to be pulverized to the depth specified by the Owner.

The Contractor shall pulverize the existing materials to its full depth using an approved method. After being pulverized the existing materials shall conform to the gradation specified in the following table:

Sieve Size	Passing (%)
50 mm	100
25 mm	75-100
12.5 mm	55-83
4.75 mm	35-60
1.18 mm	15-45
600 um	10-35
300 um	5-25
75 um	0-10

The pulverized material shall be uniformly graded to the specified lines and grades within a tolerance of 25 mm and thoroughly compacted to 95% Standard Proctor Density. Testing method for this compaction shall be ASTM D-698.

Limit shoulder and pulverizing operation to what can be graded daily to allow safe passage of traffic. Maintain the grade and compaction of entire roadbed until project is complete. The pulverized material may be spread across an area smaller or larger than the original pavement.

### 7.3 Payment for Pulverization

Measurement of pulverized material shall be the number of square meters pavement pulverized in place. New granular added to the roadbed shall be measured by the tonne. Payment under this section shall be made at the unit bid price per square meter and this price shall be full compensation for cutting back shoulders, pulverizing, grading, fine grading, compacting, maintaining the graded course, tools, labour, traffic control, equipment, water for compaction and dust control, and incidentals necessary to carry out the work.

New granular material added will be paid for at the unit bid price per tonne.

## **8.0 APPLICATION OF TACK COAT**

### **8.1 Scope of Work**

This work shall consist of the supply and application of a bituminous emulsion as a tack coat on an existing asphaltic concrete surface or on a Portland Cement concrete surface.

### **8.2 Material**

Tack coat material shall be asphaltic emulsion and shall be in accordance with the Provincial Specifications Section 503.

### **8.3 Equipment**

The distributor shall be so designed, maintained and operated that asphaltic material at even heat may be applied uniformly on variable widths at readily determined and controlled rates with uniform pressure.

The distributor shall be capable of applying asphaltic material within plus or minus 5% of the desired rate and in a continuous and uniform manner both longitudinally and across the width of the spray bar.

The distributor shall be equipped with a rear mounted spray bar parallel to the surface to be sprayed. The spray bar must be capable of being adjusted in width from 2.5 - 3.7 m.

The spray bar height shall be adjustable and shall be set at such a height that the spray fan from any nozzle overlays the spray fan from the adjacent nozzle by 50% so that a uniform sprayed surface results.

All spray nozzles shall be in good condition, of the same manufacture, size and type. Nozzles shall have valves capable of instant full opening and positive cut-off. All spray nozzles shall be set in the bar so that the nozzle slots make the same horizontal angle (i.e. 15 - 30 degrees) with the longitudinal axis of the bar.

The distributor shall be equipped with a suitable thermometer with a minimum range of 10 - 150 degrees, placed to accurately show the temperature of the distributor contents. Tack coat material must be circulated during the entire heating process in the distributor.

The distributor shall be equipped with a tachometer registering m/min that is visibly located to enable the truck driver to maintain constant application speeds at specified rates.

The distributor pump shall be equipped with a tachometer registering l/min passing through the nozzles and shall be readily visible to the operator.

The distributor shall be equipped with an accurate distance-measuring device.

The distributor shall be equipped with a sampling valve.

### **8.4 Construction Method**

Paved surfaces that are to be covered with hot mix asphaltic concrete shall be tack coated. Surfaces of asphaltic concrete courses that are to be covered by subsequent courses of asphaltic concrete shall also be tack coated.

No tack coat shall be applied in wet weather or when the air temperature is less than 5 degrees Celsius unless otherwise directed by the Owner.

The surface to be treated shall be cleaned with a power broom, compressed air line, or other approved equipment that will leave a clean, dry surface free from dust, dirt or other objectionable material.

The emulsion shall be heated and maintained at a temperature between 40 - 65 degrees Celsius and shall be applied to the surface at a rate of 0.35 - 0.5 l/sq. m. as specified by the Owner. The emulsion shall be mixed with water to form a 50-50 mixture.

The material shall be applied evenly and shall form a thin unbroken film on the surface.

The application of the tack coat shall not extend beyond the limit of asphaltic concrete to be spread and compacted in a day.

At the end of the day tack coat may be applied to accommodate paving operations on the following day.

After applying the tack coat, the Contractor shall, by means of barricades signallers, traffic convoys or other means, prevent the passage of traffic upon the tack coat until it has dried to a proper condition of tackiness as determined by the Owner. The Owner may direct the Contractor to reapply tack coat material to any surface where the original tack coat placed by the Contractor has been worn off by the traffic.

No asphaltic concrete shall be placed upon the tack coat until it has dried to a proper condition of tackiness, as determined by the Owner. The Contractor is advised that the period required for such drying will depend upon weather conditions; it will not be less than 1 hour and could be as long as 3 hours.

### **8.5 Payment of Tack Application**

Measurement shall be the number of square meters of pavement to which tack coat has been applied. No measurement shall be made for the reapplication of a tack coat that has been worn off by traffic.

Payment under this section shall be at the unit bid price and this price shall be full compensation for material, heating, handling, transportation, tools, labour, equipment, traffic control and incidentals necessary to carry out the work.

## **9.0 PLACEMENT OF HOT MIX ASPHALT**

### **9.1 Scope of Work**

This work shall consist of supply, placement and compaction of asphaltic concrete for the resurfacing and rehabilitation of City streets.

### **9.2 Material, Equipment and Procedures**

All material to be incorporated into the work will be in compliance with the Provincial Specifications Section 603 excluding subsections 603.14.01 through 603.14.04 inclusive and all of 603.15

If the City uses the testing services of the Provincial Materials Testing Lab, mix designs will be required to be per the standard approved designs of the Province. If private consultant testing is used by the City, mix designs will be required to meet Provincial specifications and also be acceptable to City traffic conditions.

The Contractor will achieve an average of 97% compaction with no tests less than 96%. Asphalt cement shall be PEN grade 150-200 grade, conforming to the Provincial Specifications, Section 501.

Seal mix asphalt must be all virgin material. The City is open to discussions on recycled materials in base course mixes. If recycled materials are being considered for inclusion in bid pricing, contact and indication should be made with the Owner prior to closing and clearly noted at time of submission.

### **9.3 Payment for Hot Asphalt Procedures**

Measurement for the hot mix asphalt shall be the number of tonnes of asphaltic concrete acceptably placed. Payment shall be at the unit bid price per tonne and shall be full compensation for materials, handling, hauling, storing, stockpiling, cutting of existing pavement, painting of joints, mixing, placing, compacting, traffic control, tools, labour, equipment, and incidentals necessary to complete the work.

No extra payment shall be made for paving intersections, aprons, driveway entrances, extra widths, deep or irregular sections other than the number of tonnes of asphaltic concrete acceptably placed.

**10.0 PRE-PATCHING****10.1 Scope of Work**

This work includes the removal of asphalt sections and the replacement with Class A granular and Base Asphalt Concrete.

**10.2 Construction Method**

The area to be patched will be marked by the Owner. The Contractor shall cut the area by jackhammer or other approved means leaving a square edge. This area will be excavated to full depth of the asphalt. If necessary an additional 100 mm will be excavated for the placement of compacted Class A granular.

The outside edges will then be tacked and filled with base asphalt concrete in layers not exceeding 75 mm and compacted.

**10.3 Payment for Pre-Patching**

Measurement for Pre-Patching shall be the number of square meters of asphalt patched. Payment shall be at the unit bid price and shall be full compensation for materials, hauling, labour, cutting of existing pavement, tacking, compacting, traffic control, tools, equipment and incidentals necessary to complete the work.

Class A granular will be paid under that bid item.

Any excess excavation of the subgrade shall be performed as required by Section 203 of the Provincial Specifications. Select borrow necessary shall meet the requirements of the Provincial Specifications and will be paid for at the unit price bid per tonne.

**11.0 UTILITY ADJUSTMENTS****11.1 Scope of the Work**

This work shall consist of the adjustment of catch basins, manholes, and water valves to finished grade requirements.

**11.2 Material**

The Contractor shall use materials approved by the City of Charlottetown.

Required product to adjust water valve boxes to finish grade – Mueller Canada Adjustable Top, number AJBV-4D & AJBV-5D.

**11.3 Construction method**

The construction method shall be in accordance with the Provincial Specifications Section 303.03.

Construction method for installation of water valve box adjustable top – place adjustable top in existing valve box, some alteration may be required to existing valve box. When laying down final layer of asphalt, put some asphalt under collar of the adjustable ductile iron top, and roll the adjustable top into the asphalt.

**11.4 Payment for Utility Adjustments**

The quantity to be measured under this section shall be the number of each utilities actually adjusted. Payment shall be at the unit bid price for each utility.

Any work other than adjustment of utilities that is normally of a Union nature shall be performed by Union members.

**12.0 SHOULDER MATERIALS****12.1 Scope of the Work**

This work shall involve the supply and placement of shoulder material per Provincial Specifications Section 211.

**12.2 Payment for Shoulder Materials**

Measure of shoulder materials shall be the number of tonnes actually placed. The price shall be at the unit bid price for topsoil or Class C gravel.



**13.0 CONSTRUCTION PROCEDURES****13.1 Overlay**

The existing asphalt surface will be pre-patched as necessary. The street surface will then be cleaned and tacked. A 40 mm course of C Mix Asphalt Concrete mix will be placed and compacted at the specified grade and slope. The ends of the overlay will be prepared consistent with Section 603.13 of the Provincial Specifications.

**13.2 Cold Plane and Overlay**

The existing asphalt surface will be planed to remove the deteriorated surface and/or to restore the slope. Thickness may vary but a average thickness in the order of 40 mm can be expected. Pre-patching will be performed as necessary. The surface will then be cleaned and tacked. A 40 mm course of C Mix Asphalt Concrete mix will be placed and compacted at the specified grade and slope.

**13.3 Pulverize and Overlay**

The existing asphalt will be pulverized in place to its full depth, graded on the street surface and compacted. A 100 mm layer of Class A granular will be placed and compacted on the full street width. This surface will be tacked and a 55 mm course of A Mix Asphalt Concrete will be placed and compacted at the specified grade and slope. The surface will be tacked again and a 45 mm course of C mix Asphalt Concrete will be placed and compacted.

## **14.0 GUTTER BLOCK REMOVAL**

### **14.1 Scope of the Work**

This work involves the removal of existing concrete gutter blocks as preparation for paving.

**There is gutter block on Water St from Queen to Great George that will be removed.**

### **14.2 Construction Method**

The contractor shall excavate and dispose of the existing concrete gutter block, taking care to cut the asphalt so that clean lines are obtained. The excavation will then be filled with Class A granular to 100 mm below the existing grade and compacted. A lift of base and seal asphalt will then be applied and compacted.

### **14.3 Payment for Gutter Block Removal**

The quantity to be measured under this section shall be the linear meters of gutter block removed. Payment shall be at the unit bid price and shall be full compensation for cutting of the asphalt, excavation and disposal of the gutter block, asphalt used for patching, compaction, placement of materials, traffic control, tacking, tools, labour, equipment, hauling and incidentals necessary to the work.

Granular used shall be paid for under that unit price.

**15.0 ASPHALT CURB****15.1 Scope of the Work**

This work consists of removal of existing curb, preparation of surface and backside soils, manufacture and placement of asphaltic concrete curb in replacing that which had previously existed on the streets being resurfaced or as directed by the Owner.

**15.2 Materials**

The hot mix, hot placed asphaltic concrete shall be such that the curb holds its shape after placement and has a solid construction with no exposed voids on the surface. The Contractor shall supply the liquid asphaltic cement.

**15.3 Construction Method**

The hot mix, hot placed asphaltic curb shall be placed on a clean area that has previously been coated with an approved bituminous tack coat at a rate as directed by the Owner. Asphaltic curb shall be placed using an approved asphalt curb spreader that shall produce a standard 125 cm curb.

The City shall be responsible for the reinstatement of soil behind the curb.

**15.4 Payment**

Measurement for this item shall be the number of linear meters of asphaltic curb acceptably constructed. Payment shall be at the quoted unit price and shall be full compensation for removal of existing curb, supply and placement of new curb, all labour, equipment, necessary tack, materials, tools, traffic control, and incidentals necessary to complete the work.

**16.0 MILLED KEYS****16.1 Scope of the Work**

This work consists of milled key areas at the start and end of all overlay sections, at the intersection of all overlay streets, and other such major areas where construction seam will occur between new and old asphalt.

**16.2 Construction Method**

The existing asphalt shall be milled to the proper depth to create a vertical seam with a flush surface profile while maintaining the full depth of the overlay at the start/end of a section. The key would then be tapered into the overlay section.

**16.3 Payment**

This item shall be considered incidental to the placement of a new asphalt surface and no payment shall be made for milling. The contractor should cover this cost in the asphalt unit price.

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