



**TOWNSHIP OF BONFIELD**

**CONTRACT FOR**

**ROAD RECONSTRUCTION**

**DEVELOPMENT ROAD**

**CONTRACT NO. BON 2023-03**

**AUGUST 2023**

**THE CORPORATION OF THE TOWNSHIP OF BONFIELD**

365 HIGHWAY 531  
BONFIELD, ONTARIO,  
P0H 1E0

**TENDER NUMBER:**

**BON – 2023-03**  
**Invitational Tender**

**Only Sealed and Marked**

**Tenders will be received by:**

**THE TOWNSHIP OF BONFIELD**

365 HIGHWAY 531

BONFIELD, ONTARIO,

POH 1E0

Attention: Nicky Kunkel, CAO/Clerk-Treasurer

**Tender Closing Date:**

Monday August 14<sup>th</sup>, 2023

**Tender Closing Time:**

11:00 am

**Tender Opening Time:**

August 14<sup>th</sup>, 2023, 11:05 am

**Tender for:**

**DEVELOPMENT ROAD RECONSTRUCTION**

**Location:**

Development Road – 4.0km

**(Lowest or any tender not necessarily accepted.)**

**TOWNSHIP OF BONFIELD**

**CONTRACT FOR  
DEVELOPMENT ROAD RECONSTRUCTION**

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Check the following points before submitting your Tender. Failure to comply with any of these directions may result in your tender being declared informal.

1. Sealed tenders are requested for the execution of the works described herein. Tenders are to be addressed and delivered to:

TOWNSHIP OF BONFIELD, 365 Highway 531 Bonfield, Ontario,  
POH 1E0 and endorsed:

TENDER FOR: Development Road Reconstruction

Tenders will be received until:

Monday, August 14<sup>th</sup> 2023 – 11:00 PM

There will be a public opening for this contract. The successful bidder will be advised when the chosen bidder is approved by the owner. The corporation does not bind itself to accept the lowest or any tender.

2. Scope of Work

Approximately	<u>12,000 m2</u>	of pulverization
Approximately	<u>8,000 tonne</u>	of granular 'A' type I
Approximately	<u>4.1 km</u>	of double surface treatment

3. Schedule and time of completion for

Road Reconstruction; shall be all completed by:

September 27<sup>th</sup>, 2023

**Notes: 1) The contractor will have to make use of sufficient crews for the full duration of the scheduled work.**

4. The Tender shall be signed by an authorized officer of the company submitting the Tender, witnessed and sealed with the company seal, including the "Information for Tenderers".
5. The schedule of prices shall be completed.
6. The addenda shall be indicated in the Form of Tender and included in the Tender price.
7. The Subcontractors shall all be listed in the Form of Tender
8. The contract plan "Proposed Work" is attached for bidding reference.
9. The contractor shall maintain and keep clean all streets utilized during the performance of this contract, at no extra cost to this contract.
10. Any work that is deemed to be extra to the contract must be approved by the owner prior to starting.

11. The contractor is responsible to obtain the most current standard detail drawings from the governing municipality and/or Ontario Provincial Standard Specifications and Drawings.
12. This contract is prepared by the Municipality.

For further information regarding specifications, questions should be submitted in writing by email ([antoine.boucher@eastferris.ca](mailto:antoine.boucher@eastferris.ca)), at least two (2) working days before the tender closing date. For general information, bidders may contact Antoine Boucher, at the East Ferris Municipal Office at 705-752-2740 or on his cell at 705-471-7729.

**DIVISION "B"**

**INFORMATION TO TENDERERS**

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## INFORMATION FOR TENDERERS

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**1. TENDER FORM**

Tenders must be submitted before the closing time in sealed envelopes, with the contract number and the Tenderer's name and address clearly marked on the outside. Bids received after closing time will not be considered. The Tender must be legible, written in ink or be typed and ALL ITEMS MUST BE BID. The bid must not be restricted by a statement or alterations to the Tender Form or will be rejected as informal.

Adjustments by telegram or letter to a Tender already submitted will not be considered. A Tenderer desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later Tender submission on or before the Tender closing date and time.

The Tender Form must be signed and witnessed in the spaces provided on the form with the signature of the Tenderer or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Tenderers, and if the signing authority for each Tenderer is vested in one individual, he shall sign separately on behalf of each Tenderer. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.

Erasures, overwriting or strike-outs must be initialled by the person signing on behalf of the organization bidding.

**2. TENDER DEPOSIT**

At the time of tendering, the Tenderer shall submit, with its Tender, a deposit in the form of a certified cheque or a bid bond or a letter of credit in favour of the Corporation of the TOWNSHIP OF BONFIELD. The Tender deposit shall equal at least ten percent (10%) of the total Tender price. The 10% deposit must include all applicable taxes.

The Owner shall not pay interest on the Tender deposits.

The Owner shall retain the Tender deposit of the successful Tenderer until:

- (a) the successful Tenderer has executed the Form of Agreement in accordance with Section 35 of the tender.
- (b) the successful Tenderer has provided all bonding and other documents in accordance with Sections 8 and 14 of the Tender.

The Owner shall return the deposits of unsuccessful Tenderers within 30 days of the Tender closing date.

**3. INFORMAL OR UNBALANCED TENDERS**

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, reservations, alterations or irregularities of any kind may be rejected.

Tenders that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Owner, may be rejected. Each item in the Tender Form shall be a reasonable unit price for such item. The Engineer shall be the sole judge of such matters and should any Tender be considered to be unbalanced, then it may be rejected by the Owner.

Wherever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount shall be corrected accordingly.

The Owner reserves the right to waive informalities at his discretion.

Tenderers who have submitted Tenders, which have been rejected by the Owner because of informalities, will be notified of the reasons for the rejection within ten (10) days after the closing date for Tenders.

Tenders, which are based upon an unreasonable period of time for the completion of the work, may be rejected.

**4. EXAMINATION OF SITE**

All bidders are expected to satisfy themselves by personal examination of the site as to the scope of work, the local conditions to be met with during the construction and in order to carryout of the work as intended. The project limits are approximately 100m west of the South Shore Road intersection to the Line 3 intersection for 4100m. The Contractor must understand that the “paved” intersection will remain at grade, not to be pulverized as their asphalt condition remain excellent.

**5. OMISSIONS AND DISCREPANCIES**

Should a Tenderer find discrepancies in, or omissions from, the Proposed Work Drawing or Contract Documents, or should he be in doubt as to their meaning, he should notify the Consulting Engineers who may send a written instruction to all Tenderers.

**6. INTERPRETATIONS AND ADDENDA**

No oral interpretation shall be made to a Tenderer as to the meaning of any of the Contract Documents, or be effective to modify any of the provisions of the Contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the consulting Engineers.

**7. ACCEPTANCE OR REJECTION OF TENDERS.**

Subject to the General Conditions, neither the Consulting Engineers nor any officer or employee of the Owner has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

A Tender is accepted by the Owner and a Contract is made thereby between the Owner and a Tenderer only when an Agreement is executed by the Owner and by the Tenderer, and the acceptance of a Tender and the execution of an Agreement by the owner within seven (7) days after notification of the execution of the Agreement by the owner has been mailed to the Tenderer whose Tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any Tender or by reason of any delay in the acceptance of a Tender save as

provided in the Contract. Tenders are subject to a formal Contract being prepared and executed. The owner reserves the right to reject any or all Tenders and to waive formalities as the interests of the Owner, may require without stating reasons therefore and the lowest or any Tender will not necessarily be accepted.

**8. BOND AND AGREEMENT**

There will be no bonding for this Contract.

**9. WARRANTY PERIOD**

The Contractor shall be responsible to repair or replace any sections of the work which exhibit one or more of the following distresses\*, at their own expense, within twelve (12) months of the project completion.

Noticeable **Loss of Cover Aggregate** affecting more than 20% of the surface

Moderate or severe **Streaking** affecting more than 20% of the surface

**Slight Flushing** affecting more than 50% of the surface, or *any* **Moderate Flushing**

\*Distress definitions and severity are according to the MTO Manual for Condition Rating of Surface-Treated Pavements – 1989, as well as Chapter 5 of Pavement Design and Rehabilitation Manual, 1990.

**Completion of Warranty Period**

The Final Acceptance Document for this contract will not be issued until all of the performance requirements and any repairs under the twelve (12) month warranty are satisfied.

**PERFORMANCE REQUIREMENTS**

The completed surface course shall be free of flushing, streaking or loss of cover aggregate, including delamination, as described by the Ministry of Transportation of Ontario's Manual for Condition Rating of the Surfaced Treated Pavement (SP-021).

Any materials used in the repair or replacement areas shall be consistent with those originally specified in the contract. The use of alternate aggregate meeting the requirements of Tables 2 and 3 may be used in the repair or replacement areas pending the approval of the Contract Administrator.

Shearing of the seal Coat surface during snow-plough operations (snow-plough damage) is exempt from the Performance Requirements and Warranty Requirements.

A distress survey shall be completed by the Owner at forty-five calendar days prior to the end of the twelve-month warranty period. The results of both surveys will be sent to the Contractor. The Owner will determine the types of distress, their severity, their extent and the exact dimensions of the warranty repairs or replacements.

All repair or replacements areas shall not have transverse or longitudinal ripples of six millimeters or more as measured with a three-meter straight edge.

The following table indicates the performance requirements by the end of the warranty period and the necessary repair or replacement methods where required.

The descriptions of the surface defects and severity are in accordance with the Ministry of Transportation, Ontario, Manual for Condition Rating of Surface Treated Pavement (SP-021).

<b>SURFACE DEFECTS</b>	<b>SEVERITY</b>	<b>DENSITY OR EXTENT</b> (per 100 m of Lane Length)	<b>REPAIR/REPLACEMENT METHOD</b>
Loss of Cover Aggregate	slight	intermittent, frequent, or extensive	none
	moderate/severe	intermittent or frequent	patching and then a double seal coat of the affected area manually or by machine
	moderate/severe	extensive **	patching and then a double seal coat of the affected area
Flushing	slight	intermittent, frequent, or extensive	none
	moderate	intermittent***, frequent**, or extensive**	lean double seal coat of the affected area
	severe	intermittent***	Application of double seal coat to the affected areas for full pavement width
		frequent** or extensive**	Application of double seal coat to the affected areas for full pavement width
Streaking	slight	Intermittent, frequent, or extensive	none
	moderate	intermittent***, frequent** or extensive**	double seal coat the affected area
	severe	intermittent***	compacted aggregate curtain or sand seal followed by double seal coat of the affected area
		frequent** or extensive**	compacted aggregate curtain or sand seal followed by double seal coat of the affected area

**10. SUBCONTRACTORS**

The Tenderer shall give in the Form of Tender the name and address of each proposed Subcontractor stating the portion of work allocated to each and the cost thereof; any changes of a Subcontractor require approval of the Owner. The owner shall reserve the right to reject any subcontractor.

**11. APPROVALS AND PERMIT**

The construction of the Work and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all municipal, provincial and federal and other authorities having jurisdiction with respect to any matter arising out of this Contract.

The Owner will obtain and pay the fees, if any, for basic approvals and permits relating to the design and location of the permanent Work required from the Departments or Ministries of Transportation, Energy and Environment, Labour, Public Works or Transport, from railway or pipeline companies or from hydro-electric, canal or seaway authorities.

Unless otherwise specifically stated in the tender documents, the Contractor shall obtain and pay the fees for all other approvals and permits required for or in respect of the Work.

**12. CURRENT STANDARDS**

All material and work on this Contract shall be in accordance with current Municipal, O.P.S. and M.O.E. Standards and Specifications. No work shall commence without on-site inspection by the engineer.

**13. HARMONIZE SALES TAX**

The amount of the Harmonized Sales Tax is to be entered as a line item in the space provided in the schedule of prices in the Form of Tender.

**14. INSURANCE**

"The Contractor shall indemnify and hold harmless the Owner, the Consultants and the Construction Manager, their agents and employees and the TOWNSHIP OF BONFIELD from and against all claims, demands, losses, costs, expenses (including, but not limited to legal fees and disbursements) damages, actions, suits or proceedings by third parties that arise out of or result from or are attributable to the Contractor's performance of the Contract (hereinafter called "Claims") provided such Claims are caused by negligent or wilful acts or omission of the Contractor, any Subcontractor and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable."

"Without restricting the generality of GC 6.02 - INDEMNIFICATION, the Contractor shall provide, maintain and pay for the insurance coverage specified in GC 6.03 - INSURANCE. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment. Prior to the commencement of the work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide the Owner with confirmation of coverage and if required, a certified true copy of the policies certified by an officer of the insurer together with copies of any amending endorsements.

**a) General Liability Insurance**

"General liability insurance shall be in the joint names of the Contractor, **The Corporation of the TOWNSHIP OF BONFIELD, Her Majesty the Queen in Right of Canada, Her Majesty the Queen in right of Ontario, Her Ministers, directors, officers, agents, appointees and employees**

and any other person, firm or corporation the Owner may from time to time require with limits of not less than \$5,000,000 per occurrence and with a property damage deductible not exceeding \$1,000. The insurance coverage shall not be less than the insurance required by IBC Form 2100, or its equivalent replacement, including coverage for the blasting, pile driving, caisson and collapse hazards. To achieve the desired limit, umbrella or excess liability insurance may be used. All liability coverage shall be maintained with annual aggregate limits dedicated to the "Work" for products and completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an on-going basis for a period of 6 years following Substantial Performance of the Work. Where the Contractor maintains a single, blanket policy, the addition of the Owner and the Consultant is limited to liability arising out of the Project and all operations necessary or incidental thereto. The policy shall be endorsed to provide the Owner with not less than 30 days notice in writing by registered mail in advance of any cancellation, and of change or amendment restricting coverage. All such policies shall be primary non-contributing with, and not excess of any other insurance available to the Owner."

**b) Automobile Liability Insurance, Aircraft and Watercraft Liability Insurance, Property and Boiler Insurance, Contractor's Equipment Insurance and Insurance Requirements and Duration shall be as per GC 6.03.03, GC 6.03.04, GC 6.03.05, GC 6.03.06 and GC 6.03.07, respectively.**

#### **15. SETTING OUT AND AS-BUILT INFORMATION**

The Contractor will be responsible for ALL layout from information supplied on the Drawings and **SIB's** in the field. He will set his own batter boards or sight lines from bench marks supplied by the Engineer.

It is emphasized that the Contractor must exercise extreme care in setting invert grades. The Contractor shall work to sufficient precision to ensure that every point in the sewer invert will be set within a vertical tolerance of 5mm of the correct elevation.

Should inspection by the Engineer or Inspector reveal an error greater than the said tolerance, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer.

The contractor shall submit a plan to the engineer showing all **as-built information** in order for the engineer to prepare the final as-built drawing.

#### **16. LEGAL SURVEY BARS, LINE AND GRADE STAKES**

The Contractor is hereby informed that he will be responsible for replacing and damaged S.I.B due to the construction work at his own cost.

#### **17. MAINTENANCE OF TRAFFIC**

**Tenderers are advised that it will be essential that local traffic flow be maintained on this road during the entire construction period.** Traffic Control shall be in accordance with the new Book 7 regulations. The Contractor shall provide their traffic plan to the Municipal Engineer for approval prior to starting construction. Maintenance of road cuts and provision of flag persons, detours as necessary, barricades and signs to the full satisfaction of the Engineer, Municipality and the Owner shall be the Contractor's responsibility and at his expense. Restoration of the trenches in the existing roads will be made as soon as possible.

Until acceptance of the entire project, the Contractor shall be responsible for maintenance and upkeep to the Owner's satisfaction.

**18. MISCELLANEOUS ITEMS**

Tenderers shall note that although the main items of work are listed in the Schedule of Items and Prices in the Form of Tender, it shall be required that the Contractor complete all the work required by the Plans or the Specifications even though every item may not be specifically listed in the Form of Tender. The cost of such miscellaneous items shall be deemed to be included in the unit prices for the main items of work listed in the Form of Tender. Miscellaneous work shall include but not be limited to such items as the cost of permits, access roads, cleanup and all other things necessary for the proper carrying out and completion of the work.

**19. PARKING**

The Contractor shall allow suitable off street parking for construction vehicles and for the cars of his employees and those of his subcontractors and visitors to the satisfaction of the owner.

**20. LIMITS OF SITE**

The Contractor is to contain his operation to the street right-of-way, except for trailer locations, parking area and stockpile sites which must be agreed upon by the Engineer.

**21. TESTS**

- (a) Asphalt materials, sieve analysis of original material from the source i.e. plant, quarry, pit, shall be provided at the Contractor's cost for this project.
- (b) Costs for tests on asphalt materials, sieve analysis or compaction tests ordered by the Engineer will be paid by the Municipality.
- (b) Notwithstanding the above, all other testing programs, or tests of failed specimens, or excessive amounts of testing which in the Engineer's opinion results from inefficiency or lack of normal care and workmanship, will be at the Contractor's expense.

**22. HOLDBACK RELEASE**

Subject to the Provisions of the Construction Lien Act, Holdbacks shall become payable after 45 days from the date of advertisement of the substantial completion and the submission by the contractor of the following documents:

1. Statutory Declaration Re: Payment of Accounts.
2. Workers' Compensation Board Clearance Certificate.
3. Maintenance Bond for duration of the guaranteed period in the amount of 20% of the constructed value of the works.
4. Completed Form 5 of the Construction Lien Act 1993.
5. Copy of the publication of the Substantial Performance Certificate in the Daily Commercial News.

**23. CONFLICTS AND OMISSIONS**

In any case of conflict between the requirements of the contract documents, the order of precedence shall be as per the Contract Agreement.

Notwithstanding the above, neither party to the contract shall take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be necessary for fulfilment of the intent of the plans and specifications. Any work or material not herein specified but may be fairly implied as included in this contract, of which the Engineer shall be the judge, shall be done or furnished by the Contractor as if such work or material has been specified.

**24. SCHEDULE OF QUANTITIES**

The schedule of quantities for the items of work, furnished herewith, is for the sole purpose of indicating to the Tenderer the general magnitude of the work. If the quantity of work to be done and material to be furnished exceeds, or is less than, the estimated quantity, the Contractor shall proceed with the work and payment will be made for the actual amount of work done and material furnished at the unit prices set out in the Tender. The Contractor shall not be entitled to any claim for lost profit, overhead or any other reason due to variations between the Tender quantity and the actual quantity measured for payment.

**25. COMMENCEMENT OF THE WORK**

Tenderers are advised that the actual work of this contract will commence no later than five working days after the contract is awarded or as per the schedule in the Attention sheets. Tender award is anticipated to be on August 16<sup>th</sup>, 2023. Given the very tight construction schedule to have the surface treatment completed and cured before the end of September 2023 is critical for this project. Once awarded, the Municipality will ask the Contractor to provide a schedule breakdown up to project completion.

**26. PROVISIONAL ITEMS**

Items of work that may be required during the course of construction, but the exact requirements of which will depend on ground conditions or other uncertain factors encountered, are shown as "Provisional Items". These quantities are anticipated to vary significantly, or may not be used at all. The Contractor shall price these items accordingly and shall not claim any anticipated loss of profit or increased overhead if any or all of these items is deleted altogether.

**27. CONTINGENCY ITEM**

An amount has been placed in the Tender to cover extra work that may be ordered by the Engineer. This Contingency Allowance will be drawn upon only as directed and as authorized in writing by the Engineer and approval by the Owner

**28. ACCEPTANCE OF TENDER**

If this Tender is accepted, the Tenderer agrees to furnish an approved surety and Workers' Compensation Clearance every 45 days for the proper fulfilment of the contract as required and to



execute the agreement and bond, in triplicate, within five (5) days, not including Sundays or a legal holiday, after being notified to do so by the Engineer.

**29. PRIVATE LANDS**

The Contractor shall not enter upon or occupy any lands outside of the public road allowance and the right-of-way shown on the plans except after consent has been received from the proper parties, a certified copy of which consent shall have been furnished to the Engineer.

When work has to proceed on private property, the Contractor will take every precaution to minimize the damage and inconvenience to property owners. The unit prices will be deemed to cover any restoration work necessary and all remedial work will be done to the satisfaction of the Engineer and the property owner.

**30. SURPLUS EXCAVATION MATERIAL**

The Contractor is hereby advised that all excavated materials shall be disposed of in accordance to OPSS 180. The preferred location of excess material from Development Road will be the Municipal Landfill Site on Blue Sea Road.

**31. SCHEDULE OF WORK**

The Contractor is advised that the contract will not be awarded until a proposed schedule of work is submitted and approved by the Engineer. The schedule, when approved, will form part of the contract and shall be binding on the Contractor.

During the operation of the contract, if any change arises which, in the opinion of the Contractor, prevents him from functioning at the progress scheduled, he shall immediately apply to the Engineer, in writing, requesting such an alteration.

The Tenderer is advised that work shall commence immediately upon being awarded the contract and to continue in an expeditious manner, and to complete the contract within the contract period

**32. COOPERATION**

The Contractor shall cooperate fully with any utility agencies (in ground and above ground) in protecting their plant or in shifting, removing, or new installation of same.

**33. CLEANING OF ROADS**

The contractor will be responsible to keep all roads affected by his operation clean . Daily scraping and weekly flushing will be required as part of his contract .

**34. LIQUIDATED DAMAGE**

Persuant to the General Conditions, the liquidated damages for any surfacetreatment completed after September 2023 shall be in the amount of:

**One Thousand Dollars (\$ 1,000.00) per calendar days beyond September 30<sup>th</sup>.**

**DIVISION "C"**

**FORM OF TENDER**

**TOWNSHIP OF BONFIELD**

**DESCRIPTION**

**DEVELOPMENT ROAD RECONSTRUCTION**

**Tender BON-2023-03**

A. Tender by: \_\_\_\_\_

A corporation having its office at: \_\_\_\_\_

**(or in case of partnership)**

B. Tender by: \_\_\_\_\_

Place of residence or business: \_\_\_\_\_

And: \_\_\_\_\_

Place of residence or business: \_\_\_\_\_

Carrying on business under the firm name of: \_\_\_\_\_

**(or in case of unincorporated and non-partnership Tenderer)**

C. Tender by: \_\_\_\_\_

Place of residence or business: \_\_\_\_\_  
hereinafter referred to as the Tenderer

**NOTE: in the case of partnership the name and place of residence or business of each partner must be inserted.**

1. **DECLARATION OF TENDERER**

The Tenderer declares that:

- (a) No persons, other than the Tenderer, has any interest in this Tender or in the Contract proposed to be entered into.
- (b) This Tender is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Tender for the same work, and is in all respects fair and without collusion or fraud.
- (c) The several matters stated in the said Tender are in all respects true.
- (d) The Tenderer has carefully examined the locality and site of the proposed works, as well as all the Contract documents, and hereby accepts the same as part and parcel of this Contract, and do as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Tenderer also agrees that this offer is to remain open to acceptance until the formal Contract is executed by the successful Tenderer for said work, and that the Owner may at any time without notice accept this Tender whether any other Tender has been previously accepted or not.
- (e) The prices offered in this schedule take into account in all respects for the cost of execution of work under all weather conditions.
- (f) The submission of this Tender is based on the terms and conditions of the draft form of agreement furnished to us, and any addenda identified herein. It is agreed that in the event of conflict between the unit prices and definitions of this Tender Form, and those contained in the specifications, then this Tender Form shall govern.
- (g) The work is to commence a maximum of seven days after notice to commence work has been issued by the Engineer.
- (h) In tendering for the work and in entering into the Contract, he has investigated for himself the character of the work to be done and all local conditions that might affect his Tender of his acceptance of the work.

He also declares that in tendering for the work and in entering into the Contract, he did not and does not rely upon verbal information furnished by the Owner or the engineer.

2. **ADDENDA**

The Tenderer will acknowledge receipt of all addendum and list them as follows:

Number \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

**FORM OF TENDER**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>OPSS NO.*</b>	<b>EST QTY.</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
	<b>Part 'A' - ROAD</b>					
1	Pulverization i) On existing surface treatment to mix with existing granular A max 100mm deep. (4100m x 7m wide)	SP	28700	m <sup>2</sup>		
2	Supply, Place and Compact Granular 'A' type I i) 100mm thick Granular 'A' (avg 9.0m)	902	8118	Tonne		
3	Supply and Place Double Surface Treatment i) H.F. 150S and Class 2 aggregate for double application	308, 310	29930	m <sup>2</sup>		
	<b><u>PROVISIONAL ITEMS</u></b>					
4	Supply, Place and Compact Granular 'A' type I i) Additional Granular 'A' (if required for wider road sections)	410 SP	1000	Tonne		
5	Additional cost to add Polymer Modified mix to the Emulsion i) Extra cost to be added to Item 3 to addition of Polymer to the Emulsion	308, 310	29930	m <sup>2</sup>		
6	Contingency Allowance (To be expended only with the written direction of the engineer)		1	L.S.	\$ 20,000	\$ 20,000

SUB-TOTAL PART 'A'

TENDERER'S INITIALS

\_\_\_\_\_  
\_\_\_\_\_

**SUMMARY SHEET**

PART 'A' – ROAD

\_\_\_\_\_

\$ \_\_\_\_\_

**SUB-TOTAL**

\$ \_\_\_\_\_

PLUS 13% HST

\$ \_\_\_\_\_

**TOTAL TENDER PRICE**

\$ \_\_\_\_\_

Repeat total Tender price in writing \_\_\_\_\_

H.S.T. Registration # \_\_\_\_\_

The Contractor by this Tender, offers to complete this Contract in accordance with the terms contained herein.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
Signature of Authorized Person  
Signing for Contractor (SEAL)

\_\_\_\_\_  
(Tenderer's Initials)

\_\_\_\_\_  
(POSITION)



**DIVISION "D"**

**CONTRACT AGREEMENT**

**PROJECT**

**DEVELOPMENT ROAD Reconstruction**

THIS AGREEMENT made in Triplicate this \_\_\_\_\_ day of \_\_\_\_\_

in the year Two Thousand Seventeen.

**BETWEEN:**

\_\_\_\_\_  
(hereinafter called  
the "CONTRACTOR")  
of the first part

and

**The Corporation of the TOWNSHIP OF BONFIELD**  
(hereinafter called  
the "Owner") of the  
second part.

WITNESSETH that the Contractor and the Owner, for the considerations hereinafter indicated, undertake and agree as follows:

**ARTICLE 1**

The following documents, which have been signed or initialled in triplicate for identification by both parties, are to be read herewith and form part of this present agreement for each contract as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern as per section GC 2.02 in the following descending order:

- a) Agreement
- b) Addenda No. to No. Inclusive
- c) Special Provisions
- d) Contract Drawings
- e) Standard Specifications
- f) Standard Drawings
- g) Instructions to Tenderers
- h) Tender
- i) Supplemental General Conditions
- j) General Conditions
- k) Working Drawings

Later dates shall govern within each of the above categories of documents.

**ARTICLE II**

The Contractor undertakes and agrees as follows:

- (a) To provide, at his own expense, all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out elsewhere in this contract and shall forthwith according to the instructions of the Engineer commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the contract.
- (b) To grant the Owner the right to use completed portions of all contract construction prior to completion of the contract without any additional compensation.

**ARTICLE III**

The Owner undertakes and agrees as follows:

- (a) To pay the Contractor in lawful money of Canada for the performance of the work of each contract (subject to additions and deductions as provided in the General Conditions of the contract) at the unit prices set out in the schedule of unit prices, as described in the Form of Tender, annexed to this Agreement. It is estimated (without limiting the foregoing) that the aggregate payable under this Agreement will be in the approximate amount of based on the unit prices bid and applied to the measurements of the work.
- (b) To make payments on account thereof upon the certificate of the Engineer (when the Engineer is satisfied that payments due to Subcontractors have been made) as follows:
  - (i) On the 25th day of each calendar month, the Contractor shall prepare and deliver to the Engineer, for checking, a written estimate of the value of the labour and material incorporated in the work of the contract up to the 25th day of that month. The Engineer shall, by the first day of the following month, issue in favour of the Contractor a certificate for ninety percent (90%) of the value of labour and materials incorporated in the work up to the first day of that month as estimated by the Contractor and approved by the Engineer, less the aggregate of previous payments. Within thirty (30) days after delivery by the Engineer to the Owner of each certificate, the Owner shall pay to the Contractor the amount of such certificate.
  - (ii) Payment by the Owner of the ten percent (10%) holdback shall be in accordance with the Construction Lien Act, and provision of the following:
    1. Maintenance Bond as described in the Information for Tenderers.
    2. A satisfactory certificate of clearance from the Workers' Compensation Board.
    3. A statutory declaration completed by a signing officer of the company in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his Subcontractors in carrying out the contract have been paid and that there are no liens, garnishes, attachments of claims relating to the work.
    4. Copy of the Publication of the Substantial Performance Certificate.
    5. Completed Form 5 of the construction Lien Act 1993

**ARTICLE IV**

In the event that the Tender provides for and contains a contingency allowance, it is understood and agreed that such contingency allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the contract and only to the extent of such extra or additional work as approved in writing by the Owner.

**ARTICLE V**

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

**ARTICLE VI**

The Contractor declares that in tendering for the works and in entering into this contract, he has either investigated for himself the character of the work and all local conditions that might affect his Tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the Tender was made or the contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or Engineer, being aware that any information from such sources was not in any manner warranted or guaranteed by the Owner.

**ARTICLE VII**

The Contractor and the Owner for themselves, their successors and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the contract documents as listed in Article 1 herein.

**ARTICLE VIII**

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement, such notice will be effectively given if sent by registered mail

to the Contractor at:

to the Owner at:

TOWNSHIP OF BONFIELD  
365 Highway 531  
Bonfield, Ontario,  
POH 1E0

and to the Engineers at:

25 Taillefer Road  
Corbeil, Ontario  
POH 1K0

and will be considered as having been so given at the time of the deposit hereof in the post office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

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) (SEAL) (Contractor)  
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) (SEAL) (Owner)  
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**DIVISION "F"**

**SPECIAL PROVISIONS AND SUPPLEMENT  
TO OPSS STANDARD FOR ROADWAY CONSTRUCTION**

1. PULVERIZING

This item shall include the initial pulverization of existing surface treated road with underlying granular material to a maximum depth of 100 mm. The pulverization shall be carried out with an approved mechanical pulverizer with adequate power to complete the work. Work area will be 4,100m x 7m wide and to include 1 Pulverizer, 1 Grader, 1 Packer, 1 Traffic Control and Grade Control.

2. GRANULAR "A"

For the unit price bid for this item, the Contractor shall supply all equipment, labour and material necessary to supply and place Granular "A" Type I compacted to 95% standard proctor density. The depth of granular placed shall be based on a 100mm thick lift on Development Road or as directed by the Engineer.

The overall width for this project will remain approximately 9.0m width platform for the granular lift. It is further understood that the current road cross section is approximately 10.0m to 10.5m. The overall existing crown is in good condition. Under this item, it is anticipated that the Contractor will be able to match all existing driveway without supplying additional material and that this will be achieved during the normal road grading operation.

The MINIMUM Crown shall remain 4% for the finish grade. For this item, the Contractor will be supplying a Grader, Packer, Water Truck, Traffic Control and Garder Control with Supervision.

DUST CONTROL - The cost for the supply and application of water and/or calcium chloride (if required) for compaction and/or dust control shall be included in the unit prices bid for the granular items in this contract and applied as directed by the Engineer.

It is not expected that dust suppressant other than water will be required for this project.

3. DOUBLE SURFACE TREATMENT

For the application of approximately 30,000 m<sup>2</sup> of double surface treatment on Development Road, consisting of a length of 4.1 km and having all an overall width of 7.3m.

This item shall include the application of Double Surface Treatment after Restoring of Roadway. This item shall include the supply of HF 150S emulsion (OPSS 1103) and Class 2 Aggregate (OPSS 1001). The contractor shall be responsible for determining application rates of both aggregate and emulsion, and must provide the rates to the Owner in writing prior to the start of work.

- Binder:

Bituminous material to be used as a binder for the top and lower courses shall be HF-150S for the double surface treatment.

(Price for Item 3 shall be for Rapid Setting Emulsion. The Emulsion for this item shall not include any polymer charges, as a separate price asking for polymer is included in the contingency)

- Aggregates:

Aggregate shall be Class 2 for the double surface treatment.

- Rollers:

One only 7 tonne tandem steel wheel roller and 8 tonne rubber tire roller will be required for the surface treatment courses.

The item shall be placed in accordance with OPSS 304. Measurement of Double Surface Treatment shall be in square meters (m<sup>2</sup>). Basis of payment at the contract price for this item shall be full compensation for all labour, equipment, fuel and material required to produce the required product.

Tender quantities are estimates only. The Municipality reserves the right to increase or decrease the quantities without altering the unit price quoted in the tender.

The contractor shall supply the Traffic Control Plan in compliance with the Construction Act Regulations as well as personnel and signage. No surface course trial area shall be required on this contract. The Contractor shall maintain a satisfactory route for traffic, and access to private entrances at all times throughout the work.

For the unit price bid, the Contractor shall provide all materials, labour, equipment and all other things necessary to satisfactorily complete the work in accordance with the plans specifications and special provisions and to the satisfaction of the Municipal Road Superintendent.

## **REFERENCES**

This specification refers to the following standards, specifications, or publications

OPSS 1103 Emulsified Asphalt  
Ontario Traffic Manual (OTM): Boo7 Temporary Conditions

## **DESIGN REQUIREMENTS**

The Contractor shall design the type of asphalt binder and aggregate, and their application rates to ensure satisfactory performance on the roadway. The Contractor shall follow a recognized seal coat design methodology, and submit this information to the Contract Administrator, a minimum of one week prior to the start of the seal coat operations. The design shall carry the stamp of approval by a registered practicing Professional Engineer qualified to practice in the Province of Ontario. The material shall be placed only after the Contract Administrator reviews the design information.

Upon completion of the work the Contractor shall submit a Certificate of Conformance stating compliance with the design and application rates for binder and aggregate. In addition to the Certificate, supporting documentation shall be provided as necessary to demonstrate conformance. The Certificate shall carry the stamp of approval by a registered practicing Professional Engineer qualified to practice in the Province of Ontario.

The following traffic, pavement and geometric data is provided for the purpose of the Contract only, on Development Road.

- the available traffic data for Development Road indicates AADT (2014) as 650 and % Commercial as 6.5%.
- the existing pavement type is Double Surface Treatment completed in 2003.



## MATERIAL REQUIREMENTS

### Emulsified Asphalt Binder

The emulsified asphalt binder shall be **rapid setting**. Prior to the commencement of the work, the Contractors shall issue a Certificate of Conformance that the material complies with OPSS 1103, as determined by an accredited laboratory in Ontario's inter-laboratory correlation programme. An accredited laboratory shall be one that maintains a satisfactory rating from the Ministry emulsion correlation program.

### Aggregates

Aggregates for both applications shall be of the same geological parent material produced from the same source.

The physical requirements of the aggregates for the double application shall be equivalent to those of Class 2 aggregate as indicated in Table 2. The aggregates shall also come from a source listed in the Designated Source of Materials #3.05.25, as acceptable for use as coarse aggregate in HL1 or Superpave 12.5 FC1 hot mix.

The aggregate gradation for the double applications (top and bottom) shall be determined by the seal coat design with the following requirements:

1. The aggregates shall be single sized.
2. The aggregate shall be no finer than the gradation of a Class 2 aggregate as shown in Table 3.

The aggregate used for the second application (top) shall be determined by the seal coat design and its median size shall be 30-50% of the median size of the aggregates used in the first application.

**Table 2**

MTO LAB TEST	*MTO TEST NUMBER	Class 1 (1)	Class 2 (1)	Class 3 (1)	Class 4	Class 5 (1)	Class 5 (1)
Loss by Washing, Pass 75 µm Sieve, % Maximum	LS-601	1.3	--	1.3	--	1.3	1.3
Absorption, % Max. (2)	LS-604	1.75	--	2.00	--	1.75	1.75
Magnesium Sulphate Soundness, 5 Cycles, % Loss, Maximum (Note 2)	LS-606	12	15	12	--	12	12
Percent Crushed, %, Minimum	LS-607	60	60	60	--	60	60
Flat and Elongated Particles, % Max.	LS-608	20	20	20	--	20	20
Petrographic No, Max.	LS-609	135	160 (Note 3)	160	--	135	145
Micro-Deval Abrasion	LS-618	17	25	17	--	17	17

Coarse Aggregate % Loss, Maximum							
Micro-Deval Abrasion Fine Aggregate % Loss, Maximum	LS-619	--	30	--	25	--	--
Plasticity Index Maximum	LS-704	--	0	--	0	--	--
<b>ALTERNATIVE REQUIREMENTS TO MAGNESIUM SULPHATE SOUNDNESS – LS-606</b>							
Unconfined Freeze- Thaw Loss, % Maximum	LS-614	6	15	6	--	6	6

**NOTES :**

(1) Class 1, 2, 3, and 5 physical requirements noted above are for the material retained on the 4.75 mm sieve, except for lab test LS-619.

(2) The requirements will be waived by the Owner when the aggregate meets the alternative unconfined freeze-thaw requirements of LS-614.

(3) The weighted petrographic numbers shall be the hot-mi and concrete petrographic number.

**Table 3**

MTO Sieve Designation	Percent Passing by Mass					
	Class 1 (Note 1)	Class 2	Class 3 (Note 2)	Class 4	Class 5 (Note 1)	Class 6 (Note 3)
19.0 mm	---	100	100	-	-	-
16.0 mm	-	98-100	96-100	-	-	100
13.2 mm	100	75-95	67-86	-	-	96-100
9.5 mm	75-100	50-80	29-52	-	-	50-73
6.7 mm	0-40	-	-	-	40-85	-
4.75 mm	0-10	25-50	0-10	70-100	5-25	0-10
2.36 mm	-	-	-	10-100	0-10	-
1.18 mm	-	10-40	-	5-90	0-5	-
600 µm	-	-	-	3-70	-	-
300 µm	-	2-20	-	2-40	-	-
150 µm	-	2-13	-	0-15	-	-
75 µm	0-1	2-7	0-2	0-7	0-1	0-2

Note 1: Class 1 and 5 aggregates shall be washed according to OPSS 1001.

Note 2: Class 3 aggregate has the same gradation requirements as HL4 coarse aggregate.

Note 3: Class 6 aggregate has the same gradation requirements as HL3 coarse aggregate.

Prior to the commencement of the work, the Contractor shall issue a Certificate of Compliance that the material conforms to Table 2, as determined by an accredited laboratory. An accredited laboratory conducting tests for LS-601 shall be one that holds a valid certificate from the Canadian Council of Independent Laboratories (CCIL) as Type C. Testing for LS-601 shall be conducted by qualified laboratory staff who hold a valid certificate from CCIL in aggregate testing. An acceptable laboratory conducting tests for physical properties or consensus properties shall be one that holds a certificate from

CCIL as type D for the applicable test methods and also participates in the annual MTO Proficiency Sample Testing Program.

Aggregates containing slags are not permitted for use in a Double Seal Coat application.

### **Binder / Aggregate Compatibility Testing**

The Contractor shall perform the European Standard test EN 12272-3 entitled “Determination of binder aggregate adhesivity by Vialit plate shock test method”, and provide the results to the Ministry. The Contractor shall provide a written report of the test method and results, and include a photographic record, all under the signature of an accredited laboratory. An accredited laboratory shall maintain a Type A Certification form from the Canadian Council of Independent Laboratories, or alternatively shall be a laboratory that maintain a satisfactory rating from the Ministry emulsion correlation program.

### **Submission Requirements**

Representative samples of the materials to be used in the work shall be provided to the Contract Administrator at the same time as the Certificates of Compliance are submitted.

The samples shall be labeled with the contract number, material type, material source and date of sampling. Each material sample shall be packaged separately and the samples shall be in containers which are clean, closed and will not rupture when lifted and handled. Each filled sample container shall have a maximum mass of 30 kg.

The minimum sample quantities are: Emulsified Asphalt 4 liters evenly split between two containers, each aggregate 25 kg, and any other material samples to be used in the job-mix-formula in a quantity large enough to allow confirmation of the design.

## **EQUIPMENT**

### **Pressure Distributor/Paving Fabric Applicator**

The pressure distributor shall be designed and manufactured to spray binder on the road surface. The pressure distributor shall be capable of applying binder at the specified rates and in a continuous and uniform manner both longitudinally and transversely for a full lane width.

The emulsion distributor shall be fitted with a paving fabric applicator capable of placing rolls 4.5 meters wide. The applicator must be equipped with a tensioning mechanism to ensure the roll is placed smoothly on the desired surface. The fabric applicator must be mounted to the distributor so that paving fabric is placed immediately onto the sprayed binder.

The applicator shall be fitted with a series of brushes to push the paving fabric evenly across the width of the binder application.

The pressure distributor shall be computerized and capable of applying the emulsion within  $\pm 5\%$  of the rate designed by the contractor in a continuous and uniform manner in both longitudinal and transverse directions.

The asphalt distributor will be equipped with a rear mounted camera to enable the operator to see the rear of the truck as it is placing the paving fabric.

## PROVISIONAL ITEMS

### 4. SUPPLY OF ADDITIONAL GRANULAR 'A'

Based on a wide road platform, the theoretical calculation of Granular 'A' required for this project may not be sufficient to cover the wider shoulders. Based on the tender result and the allocated budget for this project, the Township might be in a position to add additional granular material during the construction to cover the full road platform. The Contractor will be advised of such decision upon award of the project and additional material may be used if required during the construction as directed by the Municipal Engineer of his/her representative.

### 5. ADDITION OF POLYMER MODIFIED MIX TO THE RAPID SETTING EMULSION

This contingency item allows for the "ADDITIONAL" cost of adding **polymer modified** to the Emulsified Asphalt Binder.

To clarify, the cost for supply and place the rapid setting emulsion for the double surface treatment will already be covered under item 3 by the meter square. For payment purposes, item 3 will be paid at 100% for the area treated. The Municipality will add the cost of polymer by the meter square under item 5 in the event the weather condition warrants the need of this polymer.

The Contractor will have to advise the Municipal Engineer and his/her representative as to the deadline to make that call in advance of the surface treatment work, in order to allow for the emulsion to be supplied with no delays, and this decision will be done jointly based on the weather prediction. This may therefore become an additional cost for the inclusion of polymer modified as a per m<sup>2</sup>. In the event that the weather does not warrant the inclusion of polymer modified in the emulsion, the Municipality will not request it.

## **CONSTRUCTION**

Prior to the commencement of the work, the Contractor shall submit to the Contract Administrator written confirmation that the Distributor has been calibrated as per ASTM 2995, and Aggregate Spreader as per ASTM D5624. The confirmation shall be signed off by the Manager who is responsible for the operation of the Distributor and of the Aggregate Spreader. The calibration shall have been carried out within a time frame not exceeding 7 calendar days prior to the commencement of work.

### **Binder**

The Contract Administrator reserves the right to require the Contractor to provide additional field binder samples for testing purposes.

### **Aggregates**

The Contract Administrator reserves the right to require the Contractor to provide additional field samples of aggregates for testing purposes.

### **Process Control**

The Contractor shall conduct such process control procedures, including sampling and testing, as is necessary to ensure that all aggregates and all asphalt binder to be used in the work conform to the requirements of the Contract. The Contractor shall determine the type and amount of process control and sampling and testing to be completed.

The contractor shall be responsible for the interpretation of the test results and the determination of any action to be taken to ensure that all materials and work conform to the requirements of the Contract.

The Contractor shall supply copies of any or all process control test result to the contract Administrator.

### **Traffic Convoy**

The Contractor shall convoy traffic.

The Contractor shall supply one pilot vehicle and operator to guide one-way traffic through or around construction. The maximum speed of convoy shall be 30 km/h and the convoy shall be maintained for a duration deemed sufficient by the Contractor to 1) protect public traffic from loose and/or flying stone and 2) protect the finished mat from possible damage inflicted by public traffic, or longer if directed by the Contract Administrator.

The pilot vehicle shall be equipped with rotating amber light and a mounted sign that prohibits passing of the pilot vehicle. The vehicle and sign shall be in accordance with Ontario Traffic Manual Book 7.

A single lane closure not exceeding 2.0 km in length is allowable at any one time. The maximum queue or waiting times for this closure shall not exceed a 10-minute time period.

### **Damage to Vehicles Caused by Loose Aggregate**

Public traffic shall be permitted to travel only on the final compacted surface of the double application.

All claims of damage to vehicles caused by loose aggregate while traveling through the project at the time of construction shall be dealt with directly by the contractor.

The Contractor shall expedite the sweeping of any remaining aggregate from the surface of the seal coat.