



# PORT OF JOHNSTOWN

## REQUEST FOR TENDER

### PAVING - PUBLIC WALKWAY

**Project No: 320 - 030**

**APRIL 11<sup>th</sup>, 2025**

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**SECTION A**

**TENDER FORM**

**TENDER – 4 PAGES  
SCHEDULE A – 1 PAGE  
SCHEDULE B – 1 PAGE  
SCHEDULE C – 1 PAGE**

**(ALL TO BE SUBMITTED WITH BID)**

1. **Project Identification**

Tender Closing: Description	Date: May 9, 2025 Time: 12:00 p.m. (Noon) PAVING – PUBLIC WALKWAY PROJECT NO. 320 - 030 PORT OF JOHNSTOWN JOHNSTOWN, ONTARIO
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2. **Business Name and Address of Tenderer**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

H.S.T. No.: \_\_\_\_\_

3. **Offer**

We, the Tenderer, hereby offer to the Port of Johnstown (hereinafter referred to as the “Owner”) to perform and complete the work in a workmanlike manner for the above named project in accordance with the Plans and Specifications and other Tender Documents, at the place and in the manner set out therein for the **TOTAL TENDER AMOUNT** of (in words and dollar amount)

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

\_\_\_\_\_, excluding H.S.T.

The above amounts are inclusive of all applicable Federal, Provincial and Municipal taxes, subject to any additions or deductions provided for in the Articles of Agreement, the General Conditions and Supplementary General Conditions, and which are based on the estimated quantities.

For the purposes of this tender, the Harmonized Sales Tax (HST) is not to be considered as an applicable tax.

4. **Acceptance and Entry into Contract**

We undertake, within seven (7) days of receipt of notification of acceptance of our offer, to sign a contract for the performance of the work provided we are notified by the Owner of the acceptance of our offer within sixty (60) days of the tender closing date. Parties may mutually agree to contract by letter only.

5. **Construction Time**

We agree to undertake and complete the work in an expeditious manner on schedule by no later than July 31, 2025.

6. **Unit Price Table**

The Owner and the Tendered agree that Schedule A – Unit Price Table included herein to be used for the purposes of the Contract.

We agree that the Price(s) per Unit as tendered govern in calculating the Total Tender Amount. We understand that any errors in the extension of the Price(s) per Unit and in the addition of the Total Price will be corrected in order to obtain the Total Tender Amount.

We agree that the Total Tender Amount does not include Harmonized Sales Tax (HST). HST will be billed as a separate item in addition to the payment amount for work performed under the contract.

7. **Provisional Items**

The Owner and the Tenderer agree that Schedule B – Provisional Items included herein to be used for additional or extra work at the unit prices shown if changes are required in strict accordance with the Contract requirements.

We agree that we are not entitled to payment of all or any part of the Schedule B – Provisional Items except for additional work carried out by Tenderer as directed and in accordance with the Contract, and only to the extent of such additional work.

**8. Bid Security**

We herewith enclose tender security in accordance of the Instructions to Tenderers.

We understand that if a security deposit is furnished as tender security and if we refuse to enter into a contract when called upon to do so, our bid security deposit shall be forfeited. The Owner may waive the right to forfeit the bid security deposit.

We understand that if the security furnished is not in the approved form as described in the Instructions to Tenderers, our tender is subject to disqualification.

**9. Contract Security**

The successful tenderer shall, within 10 days after notice of acceptance of his bid, provide to the owner contract security as set out in section B-3

**10. Disclosure**

We acknowledge that we have examined the drawings and specifications, have visited the site of the work and have ascertained all the necessary particulars with regard to the work, including but not necessarily limited to the location of objects which may interfere with the work, the possibility of interference with the work by normal operations, weather conditions and the effect of simultaneous work by others.

We understand that the Plans, Specifications, General Conditions, Supplementary General Conditions, Tender Form and any Addenda issued prior to the closing of tender will all constitute part of the Contract.

**11. Appendices**

This Tender Form includes Schedules A to C inclusive.

**12. Addenda**

The undersigned hereby acknowledge that the following Addenda have been received and provided for in this Quotation:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_, 2025.  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_, 2025.

If no Addenda were received, initial \_\_\_\_\_ (none received)

**13. Mandatory Site Visit**

The undersigned attest that the site of the work was inspected on April 24, 2025, at 11 am.

**Declaration**

In submitting this Tender, we the undersigned recognize the right of the Owner to accept any Tender at the price submitted, or to reject all Tenders and that the Owner is not obligated to accept the lowest or any Tender

**14. Execution of Tender**

SIGNED, ATTESTED TO AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_

(Type or print the business name of the Tenderer)

WITNESSES

AUTHORIZED SIGNATORIES

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(I have authority to bind the company.)

Witness:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(I have authority to bind the company.)

**Place Seal of Company Here**

Project No. 320 - 030

**TENDER FORM**  
**Unit Price Table****SCHEDULE A**

Paving Public Walkway

Page 1 of 1

Port of Johnstown

The unit prices or lump sum bid for each item shall be full compensation for all labour, materials and equipment incidental and necessary to complete the supply, installation and construction of each item as specified in the Contract Documents. Do not include Harmonized Sales Tax (HST) in the individual Tender Items or the Total Tender Amount. The listing of units in the Unit Price Table and the associated description of work in the Contract Documents are for convenience only and not intended to be a full and complete description of all work. It is the Tenderer's responsibility to ensure that the individual bid prices and the total tender sum cover all costs to complete all of the Work based upon the whole of the Contract Documents.

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>
1.0	Mob/Demob (max 5% of Bid)	SFI.	1		
2.0	Excavate Existing	m <sup>3</sup>	150		
3.0	Geotextile	m <sup>2</sup>	1,300		
4.0	Granular A existing compacted	tonnes	300		
5.0	Granular A new compacted	tonnes	420		
6.0	Asphalt HL3	tonnes	160		
7.0	Insurance and Bonding	SFI.	1		
<b>Total Tender Amount (Not including HST)</b>					

SFI. = Single Fixed Item

Note: Transfer the "Total Tender Amount" above to Clause 3 on page 1 of 4 of the Tender Form.

The Unit Price column and the Total Cost column must be completed for each Unit Price Item.

All Unit Prices in Schedule A will be used to adjust the contract price up or down in accordance with the Estimated Quantity and that actually utilized. The Unit Prices of Schedule A include all necessary material, labor and equipment to perform the work and includes the Tenderer's Overhead and Profit.

Project No. 320 - 030

**TENDER FORM -**  
**Schedule of Provisional Items**

**SCHEDULE B**

Page 1 of 1

Port of Johnstown

We submit the following schedule of unit prices for provisional items to be used if changes are required from the Works shown on the plans and specified in the Contract Documents. Schedule B Do not include Harmonized Sales Tax (HST) in the Schedule of Provisional Items.

We agree that we are not entitled to payment of all or any part of the Schedule of Provisional Items except for additional work carried out by Tenderer as directed and in accordance with the Contract, and only to the extent of such additional work.

Item No.	Description	Units of Measurement	Estimated Quantity	Unit Price
P-1	Labourer	Hourly	Unknown	
P-2	Foreman and Truck	Hourly	Unknown	
P-3	Tandem Truck and Operator	Hourly	Unknown	
P-4	Excavator and Operator	Hourly	Unknown	



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 Project No. 320 - 030

**TENDER FORM -  
Equipment Statement**
**SCHEDULE C**

Page 1 of 1

Paving Public Walkway

Port of Johnstown

Equipment Statement

The Tenderer shall furnish, in the space provided hereunder, a list and a complete description of the plant and equipment available for the satisfactory completion of the work.

The Owner reserves the right to inspect all plant and equipment listed prior to the award of a contract. The Tenderer agrees that knowledge or inspection of the equipment by the Owner shall in no way be considered as approval of the adequacy of the plant and equipment so listed for the work.

Description Of Unit	Size Capacity, HP Rating	Present Condition	Location	Hourly Rate with operator
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## SECTION B

### INSTRUCTIONS TO TENDERERS

#### Paving Public Walkway

#### PORT OF JOHNSTOWN

#### Project No. 320 - 030

#### B-1 QUOTATIONS

Unit Price Tender, as submitted on the form provided, is invited for supply and installation of a new Asphalt Public Walkway at the Port of Johnstown, as outlined in the Contract Documents.

Tender will be received by the Port of Johnstown (*Henceforth the "Owner"*) until the stated closing time, and shall be submitted in hard copy, using the form provided, in an envelope bearing the following notation:

Quotation: Paving Public Walkway  
Port of Johnstown  
Project No: 320 - 030

Attention: Mr. Robert Dalley,  
Sr. Advisor  
Port of Johnstown,  
3035 County Road 2,  
Johnstown, Ontario K0E 1T1

The signature(s) to the Form of Quotation shall be in longhand and by official(s) duly authorized to execute Contracts. In all cases of a limited corporation, the company seal shall be affixed to the Contractor's signature page.

E-mailed bids and Faxed bids are not accepted.

#### B-2 CLOSING TIME

Quotations will be received at the Port of Johnstown Main Office until 12:00 pm noon (Port Time) on **May 9, 2025**.

#### B-3 TENDER SECURITY AND CONTRACT SECURITY

1. Tenders must be accompanied by the following tender security:

- (1) A bid bond, in a form acceptable to the Owner and from a company whose bonds are acceptable to the Owner, in an amount of no less than 10% of the Tender amount,

or

- (2) A security deposit, in the form of a certified cheque payable to the Owner, in an amount of \$10,000.00.
- (3) The security deposit as indicated above will be forfeited if the Tenderer refuses or declines to enter into a Contract when called upon to do so.
- (4) If the security furnished is not in an approved form, as described above, the Tender is subject to disqualification.

2. The Contractor shall deliver the following to the port prior to award. (This is not required in the tender package, however, must be provided prior to the award of the contract).

- (1) A **Performance Bond** in the amount equal to 100% of the total tender amount.
- (2) A **Labour and Material Bond** in the amount equal to 50% of the total tender amount.
- (3) Contract certificate of insurance as set out in B-14
- (4) The bonds shall be issued by a bonding or surety company acceptable to the owner and shall be maintained in good standing until the completion of the contract and warranty period.

#### **B-4 RISKS**

The Tenderer is expected to satisfy himself as to the nature of the work to be done, and must visit the site and view the facilities to estimate any foreseeable difficulties prior to submitting the requested Quotation.

It is assumed that the Contractor will base the Quotation upon a thorough understanding of the existing circumstances, and take into account hazards of all kinds including weather conditions. It is understood that no allowances or concessions will be made to the Contractor for any lack of information on his part of any matter whatsoever, and that risks and hazards of every kind are assumed by the Contractor.

All work to be completed under the scope of this Contract is to be done in strict accordance with the technical requirements and associated drawings, and such instructions as may from time to time be given in writing by the Owner.

#### **B-5 TENDER VALIDITY**

All tenders shall be valid for acceptance for sixty (60) days from the date set for delivery of Tender to the Owner.

#### **B-6 PERMITS**

Other than regulatory governmental agency approvals for the work, it is the responsibility of the Contractor to obtain and pay costs for any other permits that may be required for the work, and to see that all such necessary permits are in place on the site at the commencement of work.

#### **B-7 SAFETY REGULATIONS**

The Contractor must comply at all times with safety regulations and/or requirements and must co-operate with inspectors - refer also to additional conditions in the technical requirements.

**B-8 CLARIFICATION OF RELATED DOCUMENTS**

All Tender Documents shall be read in conjunction with each other, and it shall be assumed that they are in agreement. Should any discrepancies, ambiguities, omissions or conflicts be detected in the related documents, the Tenderer shall advise the Owner, and if necessary an Addendum shall be issued.

**B-9 ADDENDA**

All communications to the tenderers will be in the form of Addenda. All Addenda shall become an integral part of the Tender Documents and shall be provided for by the Tenderer in the Tendered amount.

Tenderers shall insert, in the space provided in the Form of Tender, the number and dates of all Addenda received and provided for in their Tender.

Tenderers should verify with the Owner, before submitting their Tender, that all applicable Addenda have been received.

**B-10 QUESTIONS**

Tenderers with questions regarding the Request for Tender should contact the Port as follows:

Steve Houseman P.Eng  
Port of Johnstown  
Email : shouseman@rogers.com

All questions should be addressed to the Port no later than **12:00 p.m. on May 2, 2025** in order to allow sufficient time for Addenda to be issued as required to all Tenderers as set out in Section B-9. Email from the owner (acknowledgement of receipt by bidder required) may be used to issue Addenda.

**B-11 SCHEDULE OF WORK**

Within seven (7) days of notice of Award of Contract, the Contractor must submit a proposed schedule of work to the Owner, to include start and finish dates, as well as proposed schedule of individual work items in bar chart format.

**B-12 CONTRACT**

The Contractor shall enter into a formal CCDC 4 Unit Price Contract with the Owner. The Contractor shall prepare and have ready for signing the CCDC 4 Contract within 7 days of notification of being the successful bidder. If the owner wishes to exclude a CCDC 4 contract, the Owner's acceptance in writing of the Contractor's Tender of these Contract Documents will constitute a Contract.

**B-13 CONTRACT COMPLETION DATE**

If the Contractor is unable to comply with the required construction schedule, he shall state clearly in his Quotation his intended dates of commencement and completion.

**B-14 INSURANCE**

The Contractor shall carry insurance satisfactory to the Owner; including Commercial General Liability insurance naming the Owner as "additional insured", in the minimum amount of five (5) million dollars.

Proof of coverage shall be provided to the Port by the successful bidder prior to award

Insurance coverage shall be kept in effect without termination or material change for the duration of the contract.

**B-15 PAYMENT**

Due to the short duration for the work, the Owner will pay upon completion of the work, subject to a 10% holdback. Request for alternate payment terms will be considered upon application for same. Payment for unit price items will be made on the actual quantities installed in the work. No alteration in unit price will be made for variations in quantities, howsoever caused.

**Note:** The contractor is required to closely and continuously monitor pavement thickness after compaction to achieve the specified layers as a minimum but without accumulating significant and persistent pavement tonnage quantity over run. The owner reserves the right to refuse payment for asphalt tonnage resulting from the total pavement layer exceeding that specified.

## Section C

### TECHNICAL REQUIREMENTS

#### Section C1 – General

#### Section C2 - Environmental Protection

#### Section C3 – Technical

Part 1: General and Scope of Work

Part 2: Products

Part 3: Execution

#### **Section C-1 - GENERAL**

- 1.1 General 1. The site of the work is at the Port of Johnstown. The work is to the existing stone Public Walkway north of the Harbour Front Dock. The work will consist of removal of existing walk way granulars for re-use, installation of new geotextile, reinstallation of existing granulars plus new granulars and a new asphalt surface.
- 1.2 Examination 1. Before submitting tender, examine existing site conditions and determine conditions affecting work.
2. Obtain all information which may be necessary for proper execution of Contract.
3. Refer also to Clauses B-4 (Risks).
- 1.3 Stockpile and Disposal Area 1. All surplus excavated material, not re-used, will be removed from Port property and disposed of offsite at the cost of the Contractor.
2. For the purposes of provisional payment a tandem truck load of disposed material must contain at least 12 cubic metres.
3. Contactor shall doze out flat piles of disposed material.
- 1.4 Minimum Standards 1. Execute work in accordance with rules and regulations of authorities having jurisdiction, including the Canada Shipping Act.
- 1.5 Fire Safety Plan 1. If requested by the Port, provide a Fire Safety Plan in accordance with National Building Code prior to commencement of work. Deliver a copy of the Fire Safety Plan to the Port before commencing work.

## 1.6 Construction

### Safety Measures

1. Observe and enforce construction safety measures required by the latest edition of the Occupational Health and Safety Act and Regulations for Construction Projects and all applicable regulations of the Port of Johnstown Health and Safety Plan.
2. In event of conflict between any provisions in above, the most stringent provision will apply.
3. Where applicable, the contractor shall be designated the "Constructor", as defined by the Ontario Act.
4. Arrange and have all contractor employees attend a Port Health and Safety orientation meeting prior to start-up

## 1.7 Taxes

1. Pay applicable Federal, Provincial and Municipal taxes.

## 1.8 Commencement of Work

1. Commence mobilization of plant and equipment to site immediately upon notification of award or on such date as mutually agreed upon with the Owner.

## 1.9 Co-operation and Protection

1. Execute work with minimum disturbance to the Port and normal use of premises. Make arrangements with the Port to facilitate execution of work.
2. Provide necessary barriers, warning lights, signs & flagmen.
3. Repair and clean existing structures, roads or other facilities damaged or fouled by the work or material lost during transport. Complete repairs and clean up at no expense and to the satisfaction of the Owner.
4. Ensure no material is tracked from the Port onto a public road.

## 1.10 Project Meetings

1. The Port may arrange project meetings for mutually agreed upon dates and will record and distribute meeting notes. The Contractor and any sub-trades will attend these meetings.

## 1.11 Documents Required

1. Maintain at job site, one copy of each of the following:
  1. The Drawings/Sketch/Pictures.
  2. Technical Requirements.
  3. Addenda.
  4. Change orders.
  5. Other modifications to Contract.
2. Maintain documents in clean, dry, legible condition.

3. Make documents available at all times for inspection by the Port.

1.12 Additional Drawings

1. Additional drawings may be issued by the Port to clarify work.
2. Such drawings shall become part of the Contract Documents.

1.13 Demobilization

1. Complete demobilization of plant and equipment no later than two (2) weeks after receiving Port's written release from the work. Do not leave any equipment in the Port of Johnstown unless arrangements are made with, and approved by, the Port of Johnstown.

1.14 Plant Requirements

1. For land based equipment, supply list of all equipment proposed for use in the work.

1.15 Port's Evaluation of Tenders

1. The Port may request any Tenderer to submit additional information concerning their tender after tender closing. Submit such information within 24 hours of this request.
2. Additional information may consist of, but not be limited to, the following:
  - (1) Details of proposed mobilization and schedule.
  - (2) Details of proposed labour force, hours of work and production rates.
  - (3) Details of all proposed equipment for the work, disposal operations and site preparation work; their condition and any necessary repairs or modifications required to prepare the equipment for the work and its impact on the proposed schedule.
  - (4) Source of material and grading curves for each type of granular.
  - (5) Details of any proposed sub-contracts and equipment rentals.
3. All additional information submitted by the Tenderer will be used by the Port in confidentiality to evaluate the Tender.



**Section C2**  
**Environmental Protection**

- 1.1 General 1. Meet or exceed the requirements of all environmental legislation and regulations, including all amendments in force for the duration of the work, provided that in case of conflict or discrepancy, the most stringent requirements apply.
- 1.2 Disposal of Excavated Materials 1. Dispose of any surplus soil material and asphalt which shall be disposed of offsite and at the full cost of the Contractor.
- 1.3 Disposal of Wastes 1. Do not bury rubbish and waste materials on site. All such materials shall be disposed of offsite at the cost of the Contractor.
2. Dispose of waste materials or volatile materials such as mineral spirits, oil and paint thinner in a legal manner at an approved on-land disposal site.
3. Control disposal or run-off of water containing suspended materials or other harmful substances.
- 1.4 Fires 1. Fires and burning of rubbish on site are not permitted.
- 1.5 Spills 1. Prevent spillage of gasoline, diesel fuel and other oil products or deleterious substances into the waterways and on land. Clean up spills promptly at own cost in accordance with applicable regulations by authorities having jurisdiction.
2. Report immediately any spills to the Port and call the Ministry of the Environment Spills Action Center.

## Section C3 - Technical

### Part 1: General & Scope of Work

#### 1.1 Scope of Work

The site of the work is at the Port of Johnstown. The work is to provide a new asphalt paved Public Walkway on the west and north sides of the Harbour Front Dock and as described above and below and in the Contract Documents.

1. Strip all top soil, trees, shrubs, debris from work area and remove from site as may be required.
2. Excavate all existing granulars from the existing pedestrian walkway and store for latter reuse.
3. Proof roll existing sub-base. Owner to review sub-base and proof rolling during the work. No excavation or supply of materials for soft spots is anticipated nor should be included in the Tender Amount.
4. Install geotechnical membrane, Terrafix 270R in strict accordance with manufacturers recommendations.
5. Reinstall existing previously excavated granulars and compact.
6. Install a minimum of 100mm of new Granular A, slope and compact.
7. Install a minimum of 50mm HL3. Walkway will be 8 feet wide.
8. Do all the above in accordance with these specifications and drawings.

#### 1.2 Interference to Port

1. Arrange operations to minimize interference with commercial traffic using the wharf facilities. Co-ordinate work so that there is always access to the River Front Dock and the Elevator.
2. Make no claim delays resulting from the above.

#### 1.3 Site Information

1. The tenderer shall completely familiarize themselves with the site prior to bidding.

#### 1.4 Construction Sequence

1. Supply Port with plan of work sequence and/or stages for all areas, and aspects of the work.
2. Port may direct Contractor to alter sequence of work areas.

#### 1.5 Measurement for Payment

1. Supply Port with weigh tickets and summary of deliveries on a daily basis for all Unit Price items. Obtain acknowledgement from Port of material supplies on a daily basis. No material will be paid for under the unit price table outside of the above procedure.

### Part 2: Products

2.1 Equipment

1. Equipment used in the work to be mechanical, of sufficient capacity and in good condition to satisfactorily complete the work, within the time schedule and in accordance with the specified requirements.
2. No equipment that is leaking fluids (hydraulic, gas, oil, coolant) can be used in the work. Such equipment is to be removed from the site or repaired forthwith. Any areas contaminated by equipment shall be cleaned up forthwith.

2.2 Materials

1. All material installed will be new with the exception of the existing walkway granulars which are to be reused. All Geotextile to be Terrafix 270R.
2. All granular material will be new crushed stone supplied from a licensed quarry and meeting OPSS.MUNI 1010 Material Specification for Aggregates—ae, Subbase, Select Subgrade, and Backfill Material. Owner may request samples for testing prior to award. Successful bidder will arrange inspection of quarry by Owner if requested. Gradation analysis (sieve curves) for all granular will be supplied to Owner, if requested. All granular material shall be sound, hard, durable crushed limestone free from clay, debris and organic matter.
3. All asphalt shall be supplied from a hot mix plant located in reasonable proximity to the site and delivered in covered trucks suitable for hot mix product. Asphalt used shall consist of the following type:
  - (1) 50mm of HL3 Surface Course- Asphalt Cement 5.0% to 7.0% by weight and
  - (2) As per OPSS.MUNI 311 Construction Specification for Asphalt Sidewalk, Driveway and Boulevard and for Sidewalk resurfacing and OPSS.MUNI 310 Construction Specification for Hot Mix Asphalt.
4. The various materials for these types of asphalt shall be selected to conform to latest Ontario Provincial Standards Specifications (OPSS) Forms 1001, 1003, and 1150.
5. If requested, the contractor shall forward to the Port his job mix formula for each type of asphalt indicating:
  1. source and location of all materials.
  2. mix proportions of all materials.
  3. % of each sieve fraction.
6. If requested, the job mix formula must be corroborated by the contractor supplying to the port a minimum three point Marshall Mix Design supplied by an accredited testing firm. Adequate samples of materials to be used shall be made available as requested. No mix shall be supplied until the proposed mix formula, if so requested, has been approved by the port. The contractor shall be responsible for the supply of a uniform product.

### **Part 3: Execution**

- 3.1 Layout of Work**
1. Immediately upon entering site for purpose of beginning work on this project, locate all reference points and take proper action necessary to prevent their disturbance.
  2. The Contractor and his survey staff are to provide horizontal control consisting of a baseline, and coordinate system with reference control monuments and vertical control and benchmark to define the work.
  3. Maintain horizontal and vertical control and lay out the work from these established references. Be responsible for the accuracy of work relative to established references.
  6. Establish and maintain additional temporary targets, markers and grade stakes for location and definition of designated work area limits as required. Remove on completion of work.
  7. The Contractor shall always provide a positive drainage of the Asphalt surface to the side or sides. It is preferred to surface drain were ever possible to the Marina river side of the walkway (North). It is also possible to drain to the south side and into the gabion french drain but this is not the preferred option. The Contractor shall review this requirement and report any concerns or difficulties to the Owner before commencing the work.
  5. Contractor is to locate all utilities, buried utilities and services both above and below grade prior to commencing work.
  6. Contractor is to co-ordinate with all Authorities having jurisdiction over the work and obtain all required permits and authorizations to proceed with the work and will pay for these requirements.

**3.2 Proof Roll  
And Grading**

1. Remove existing granular and store adjacent to work and for ease of reinstallation. Proof roll existing subbase with a compactor of sufficient weight. Discuss with Owner before commencing work.
2. Excavate and dispose of soft areas as directed by the Owner. It is not anticipated to excavate and remove soft areas and this component of the work is not included in the Tender price.
3. Grade any high areas into adjacent low areas or dispose of excess material as directed by the Owner. Install Geotextile membrane, Terrafix 270R, in strict accordance with Manufacturers recommendations.

### 3.3 Granular Installation

1. Install all granular to the lines and grades set out in 3.1.6 Layout of Work above.  
Contractor must make required deductions to establish finished grade for each base course.
2. All granular material will be installed in compacted lifts not exceeding 150 mm in thickness. Granular A is to be compacted to 98% standard proctor. Do all compaction in accordance with OPSS Prov. 501 Nov. 2014 and OPSS.Prov 206 Nov. 2014
3. Keep all working surfaces free from mud and water.
4. Owner is not responsible for delays related to weather and or surface water.
5.
  - (1) Restrict truck haulage routes to the areas defined on the site by the owner.
  - (2) Maintain the roadways and work area in a clean manner throughout the duration of the contract. Repair any damages caused by contractor's operations at no additional cost to owner. Restore road surfaces to the original condition upon completion of the work.
  - (3) Supply and install water as necessary for dust control on working surfaces and access roads at no cost to Owner.

### 3.8 Asphalt Installation

1. The granular base on which the hot mix is placed shall be shaped to the proper grade and contours, and compacted to 98% standard proctor. See also 3.1.6 Layout of Work above.
2. Spreading and Rolling
  - (1) For all areas other than ditches and pond swales, asphalt base and surface courses shall be spread and struck off with a paver. Any irregularities in the pavement surface shall be corrected directly behind the paver. Pavers shall only be operated by experienced operators.
  - (2) Rolling shall start as soon as hot mix can be compacted without displacement. As a minimum rollers shall meet OPSS 310 class R1 and S1.  
All rollers shall be operated by competent and experienced operators. Rollers shall be kept moistened to prevent mix adhesion but excess water shall not be allowed. The mixture shall be compacted to 98% of laboratory density and not contain more than 6% voids.

(3) The finished pavement surface shall be free from depressions exceeding 6 mm as measured with a 3 metre straight edge. Any finished pavement not meet these standards shall be removed and replaced, patching will not be accepted. Ponds and ponding will not be accepted.

(4) Joints

All joints shall be cleaned of dirt and painted with SS-1 asphalt emulsion. Joints shall be carefully made to ensure a smooth and continuous riding and draining surface.

Longitudinal Joints with Existing Pavement:

Where conduit trench crosses office parking lot, apply tack coat to saw cut edges before re-paving

Transverse Joints:

Except where a board is used, the edge of a previously laid course shall be cut back to its full depth to form a straight vertical face.

3. Temperature

- (1) No asphalt shall be placed unless the air temperature at the surface is a minimum of 7 C.
- (2) The temperature of the mixture immediately after spreading and prior to rolling shall be between 125 C and 160 C.
- (3) Edges of asphalt with concrete surfaces shall be flush, smooth and tidy in appearance. Use only warm asphalt against liner.
- (4) Exposed edges of asphalt must be hand tamped at 45 degrees to ensure a smooth clean finished edge.

4. Protection and Testing

- (1) Protect and maintain completed paving from time of installation until completion of work.
- (2) Keep work areas clean and neat at all times. Mud cleaning of roads and paved surface shall be the responsibility of the contractor.
- (3) Inspection and testing of granular and asphalt, unless otherwise specified herein shall be carried out by the Port. The contractor shall cooperate with the Port and/or its independent testing agent for all tests and make no claims for such matters. Contractor shall be responsible for immediately making good any short comings in work and/or materials arising from such tests. The Port shall advise the contractor of such defects in a timely fashion.

## 5. Warranty

The contractor shall warrant the finished pavement against all defects in materials and workmanship for a period of 2 year after Owners acceptance of work. Warranty shall include the timely repair of defects at the Contractors expense.

## Section D

### PICTURE OF LOCATION AND MEASUREMENTS





## Section E

### BID IRREGULARITIES

ITEM	DESCRIPTION	MAJOR	MINOR	ACTION
1.	Late bids, by any amount of time	X		Automatic rejection
2.	Bids completed in pencil	X		Automatic rejection
3.	Bid surety not submitted with the bid when the bid request or any addenda indicated that such surety is required	X		Automatic rejection
4.	Execution of agreement to bond: a. Bond company corporate seal or equivalent proof of authority to bind company or signature missing b. Surety company not licensed to do business in Ontario	X		Automatic rejection
5.	Execution of bid bond: a. corporate seal or equivalent proof of authority to bind company or signature of the bidder or both missing b. corporate seal or equivalent proof of authority to bind company or signature of bonding company missing	X		Automatic rejection
6.	Other bid security: Cheque which has not been certified	X		Automatic rejection
7.	Bidders not attending mandatory site meeting	X		Automatic rejection
8.	Unsealed bid envelopes	X		Automatic rejection
9.	Proper response envelope or label not used		X	Acceptable if officially received on time
10.	Pricing or signature pages missing	X		Automatic rejection
11.	Insufficient financial security (i.e.: no deposit or bid bond or insufficient deposit)	X, or	X	Where security is required and amount is not specified in request, automatic rejection unless insufficiency is trivial or insignificant Where security is required and amount of security is specified in request, automatic rejection
12.	Bid received on documents other than those provided in request	X		Not acceptable unless specified otherwise in the request
13.	Execution of Bid Documents	X		Automatic rejection

ITEM	DESCRIPTION	MAJOR	MINOR	ACTION
	- proof of authority to bind is missing			
14.	Part bids (all items not bid)	X, or	X	Acceptable unless completed bid has been specified in the request
15.	Bids containing minor clerical errors		X	2 working days to correct initial errors. Municipality reserves the right to waive initialling and accept bid.
16.	Uninitialed changes to the request documents which are minor (i.e.; the bidder's address is amended by overwriting but not initialled)		X	2 working days to correct initial errors. Municipality reserves the right to waive initialling and accept bid.
17.	Alternate items bid in whole or in part		X	Available for further consideration unless specified otherwise in request
18.	Unit prices in the schedule of prices have been changed but not initialled		X	2 working days to correct initial errors. Municipality reserves the right to waive initialling and accept bid.
19.	Other mathematical errors which are not consistent with the unit prices		X	2 working days to correct initial corrections. Unit prices will govern.
20.	Pages requiring completion of information by vendor are missing.	X		Automatic rejection.
21.	Bid documents which suggest that the bidder has made a major mistake in calculations or bid	X, or	X	Consultation with a solicitor on a case-by-case basis.

## Definitions

### **BID IRREGULARITY**

A bid irregularity is a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid request and the information provided in a bid response.

For the purposes of this policy, bid irregularities are further classified as “major irregularities” or “minor irregularities”.

A “**major irregularity**” is a deviation from the bid request that affects the price, quality, quantity, or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The Clerk or Treasurer or their designate must reject any bid, which contains a major irregularity.

A “**minor irregularity**” is a deviation from the bid request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected, the bidder would not gain an unfair advantage over competitors. The Clerk or Treasurer or their designate may permit the bidder to correct a minor irregularity.

### **MATHEMATICAL ERRORS – RECTIFIED BY STAFF**

The Treasurer will correct errors in mathematical extensions and/or taxes, and the unit prices will govern. The responsibility for correcting mathematical errors may be delegated to the requisitioning department.

### **ACTION TAKEN**

The Treasurer and the Department Head will be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity: - major irregularity (automatic rejection) - minor irregularity (bidder may rectify) - mathematical error (additions or extensions) as above  
In the event that the vendor withdraws his/her bid due to the identification of a major irregularity, the municipality may disqualify such vendor from participating in a municipal quotations/tender/request for proposal for a period of up to one year.