

The Corporation of the  
Town of Petrolia



*Tender No: PW-03-2016*  
*Asphalt Replacement - 2016*

---

**Closing Date: Wednesday, September 7<sup>th</sup> 2016**

**Time of Closing: 12:00 noon E.S.T.**

**Delivery Location:** The Corporation of the Town of Petrolia,  
411 Greenfield St., Petrolia, Ontario, N0N 1R0

**Important Dates Regarding this Tender:**

Last Day for Questions: Wednesday, August 31st, 2016 at  
4:00pm

## Table of Contents

---

### Section One

#### Information to Bidders

General Description .....	4
Tender Submission .....	4
Tender Schedule .....	4
Cost of Submission .....	4
Right to Accept or Reject Tenders .....	5
Validity .....	5
Withdrawal of Tenders Prior to Closing .....	5
Review of Documents .....	5
Multiple Tenders .....	5
Addenda .....	6
Price Submission .....	6
Award .....	6
Confidentiality Provisions .....	6
Terms of Payment and Invoices .....	7
Termination .....	7
Background Check .....	7
Bidders to Investigate .....	7
Conduct of Contractors Staff .....	8
Accessibility .....	8
Workplace Safety and Insurance Act .....	8
Insurance – Liability, Automotive and Non-Owned Automobile Insurance .....	8
Contractor’s Liability .....	9
Conflict of Interest .....	9
Regulations and Permits .....	9
Non Exclusivity .....	9
Quality of Work .....	9
Substitutes or Equivalentents .....	10
Questions Re: Tender .....	10
Lobbying .....	10
Qualifications of Contractor .....	11
Tender Format .....	11
Bid Evaluation Process .....	12

### Section Two

#### Contract Surety

Performance Bond .....	13
Labour and Materials Bond .....	13

**Section Three****Terms of Reference**

Background.....	14
Proposed Locations of Work .....	14
Scope of Work.....	14
Existing Asphalt Pavement Cores .....	15
Schedule .....	15
Hours of Work.....	15
Materials Testing.....	15
Private Property .....	15
Utilities and Municipal Services .....	16

**Section Four**

<b>Contract Item Specifications.....</b>	<b>17</b>
--	-----------

**Section Five**

<b>Bidder's Information .....</b>	<b>27</b>
-----------------------------------	-----------

**Section Six**

<b>Statutory Declaration .....</b>	<b>28</b>
------------------------------------	-----------

**Section Seven**

<b>Form of Tender .....</b>	<b>29</b>
-----------------------------	-----------

**Section Eight**

<b>Contract Agreement.....</b>	<b>37</b>
--------------------------------	-----------

## Section One

### Information to Bidders

---

#### General Description

---

The Corporation of the Town of Petrolia is inviting qualified civil contractors to provide Tenders for the removal of existing roadway asphalt and the installation of new asphalt at three separate locations in the Town.

#### Tender Submission

---

Tenders shall be properly labelled with Tender Number, sealed in an envelope, and submitted no later than the Closing Date and Time.

Tenders will be received until 12:00 noon, E.S.T., September 7th, 2016

Tenders will be time and date stamped upon receipt at the Town's offices and shall be the only recognized time piece for the purposes of Tender Submissions.

Tenders received after the closing time will be labelled accordingly and will remain unopened and disqualified.

Note: It is the contractor's responsibility to ensure that the tender submission is received by the Town prior to closing. The Town accepts no responsibility for any delays in internal handling or processing which may arise for bids which are not personally delivered to the Town's Municipal Offices. To reduce the risk, where the tender envelope is contained in some other form of wrapping or packaging.(i.e. courier envelope) contractors shall clearly mark the most external wrapping or packaging with the word "TENDER" so as to assist in identifying it for internal handling purposes. **Faxed or e-mailed Tenders are not acceptable.**

#### Tender Schedule

---

Every attempt will be made to meet all dates. The Town of Petrolia reserves the right to modify any or all dates at its sole discretion.

- Last Day for Questions: Wednesday, August 31st, 2016
- Closing Date: Wednesday, September 7th at 12:00 noon E.S.T, 2016
- Selection of Successful Contractor: Mid - September, 2016

#### Cost of Submission

---

The Town of Petrolia will NOT be liable nor reimburse any bidder for any costs incurred in developing a tender submission, attending meetings/interviews, demonstrating any goods and or services, legal services, or any other services that may be required in responding to this "TENDER".

---

## Right to Accept or Reject Tenders

---

The Town of Petrolia reserves the right to reject any or all tenders, as a whole or in parts, and waive formalities as the interests of the Corporation may require, without stating reasons. Submissions which are incomplete, conditional, obscure, contain erasures, alterations or irregularities of any kind may be rejected.

Any submission that includes contractual documents other than the bid document will result in automatic rejection.

---

## Validity

---

The Tender submitted shall remain valid for at least one hundred and twenty (120) days from the Tender Closing Date.

---

## Withdrawal of Tenders Prior to Closing

---

A contractor who has submitted a response to this Tender may request that such response be withdrawn. Withdrawals shall be completed and shall be allowed under the following conditions;

- a) If the request is made in writing on the contractor's letterhead and signed by a senior official of the contractor.
- b) If the request is made in person by a senior official from the contractor who is authorized to complete and sign an appropriate form.
- c) If the request is made by way of a fax or e-mail bearing the name of the senior official authorizing the withdrawal.

In all cases, a request for the withdrawal of a Tender will be verified by the Town of Petrolia, by way of a telephone call or fax to a senior official representing the contractor, to confirm the withdrawal.

All confirmed requests for withdrawal will be placed on record. The entire response will be returned unopened, to a representative of the contractor, after the closing date of the submission. Contractors will be responsible for the pick-up of the Tender by the day requested.

There shall be no withdrawals of Tenders allowed after the closing date/time for receiving Tenders.

---

## Review of Documents

---

The Contractor must personally study the entire Tender Documents as to satisfy himself/herself of the conditions and requirements of the Tender. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the Tender.

---

## Multiple Tenders

---

Multiple responses from any one contractor will not be acceptable.

---

## Addenda

---

The Town of Petrolia may choose to issue addenda to provide clarification or additional information. Addenda will only be sent to contractors that have registered as a Bidder. It is the contractor's responsibility to ensure they have received all addendums and provide the Town of Petrolia with the proper contact information through the registration process. Submissions must include all signed addenda acknowledgements or the submission may be disqualified.

---

## Price Submission

---

The Tender Price shall include all Labour, material, equipment, supervision, statutory charges and contractor overhead and profit, in Canadian Dollars.

---

## Award

---

Upon completion of evaluations, the Town of Petrolia may select a bidder with whom it wishes to undertake negotiations for the work outlined in the Tender. Assuming mutually acceptable terms and conditions can be agreed upon; a purchase order will be issued to the selected bidder.

The Town of Petrolia reserves the right in its absolute discretion to:

- a) Adjust, discontinue, or cancel the tender process, and/or commence a new process for the same or similar goods or services, if the Town of Petrolia deems reasonable conditions exist.
- b) Accept or reject any bid(s) in whole or in part.
- c) Provide additional written information to contractors.

The acceptance and award of a Tender will be subject to the approval of Town of Petrolia Council. All tender results will be posted after being presented to Council on the Town of Petrolia website.

---

## Confidentiality Provisions

---

All responses to this Tender will be treated confidentially in compliance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

The information contained in this Tender will be utilized by the bidder solely for the purposes of preparing a submission. Any other use of the information for any other purpose is not authorized by the Town of Petrolia.

## Terms of Payment and Invoices

---

The Town of Petrolia terms of payment are net thirty (30) calendar days upon receipt of invoice. Invoices are to be forwarded for goods or services are rendered to the attention of:

The Corporation of the Town of Petrolia  
**Operations Department, Mike Thompson**  
411 Greenfield St.,  
Petrolia, ON N0N 1R0  
Or sent electronically to: [mthompson@petrolia.ca](mailto:mthompson@petrolia.ca)

All invoices shall show the following information:

- Purchase Order Number
- Invoice Number
- Date
- Location if applicable

Invoices submitted for goods and services not received or services not completed will be held until the date of delivery or completed prior to starting the net thirty days to payment.

## Termination

---

The Town of Petrolia reserves the right to terminate the contract for sufficient cause, including but not limited to, poor performance, late deliveries, inferior quality, incorrect pricing and health and safety concerns. If the contractor should neglect to perform the work properly or fail to perform any provision of the request for Tender, the Town of Petrolia may terminate the contract after fifteen (15) business days with written notice to the contractor.

## Background Check

---

The Town of Petrolia, at its discretion will perform background checks on any service personnel, and reserves the right to refuse access to buildings or equipment to any personnel or other representatives of the contractor or manufacturer.

## Bidders to Investigate

---

Bidders must satisfy themselves by personal examination of the site(s) and by such other means as they may prefer as to the actual conditions and requirements of the work.

The Bidder shall carefully examine all plans and specifications so that the unit prices tendered are commensurate with the nature of the work.

It shall be the Contractor's responsibility to thoroughly inspect the site(s) of the proposed works, to determine the location of any buried or obstructing services and make satisfactory arrangements for interference with such service with proper jurisdictional authority.

The bidder shall be responsible to work within the municipal ROW and have knowledge, where and when required, of all property boundaries.

---

## Conduct of Contractor Staff

---

The successful contractor shall employ orderly, competent and skilled staff to ensure that the project and or services are completed in a respectable manner.

If any one person employed by the successful contractor is unsatisfactory in his or her performance, the Town shall notify the contractor in writing and the contractor shall not permit such person to continue in any future work arising out of the Tender.

---

## Accessibility

---

The Town of Petrolia is required to comply with the Accessibility for Ontarians with Disabilities Act, 2005 as amended and any associated regulations. Under this Act, every person who deals with members of the public or other third parties on behalf of the Town must receive training about the provision of goods and services to persons with disabilities.

The successful Contractor hired for the completion of work with regards to this Tender must be aware of these requirements and certifies that all required personnel have or will receive training prior to commencement of work under the contract.

Any documents or correspondence that is provided to the Town of Petrolia, through the execution of the contract shall be in such format that meets the AODA standards.

---

## Workplace Safety and Insurance Act

---

The contractor is required to comply with all the regulations of the W.S.I.B. in respect to the contract work and all persons employed on or in connection therewith, and shall furnish a Certificate of Clearance from the Board to the Town of Petrolia, and maintain good standing with the W.S.I.B. throughout the contract period.

---

## Insurance – Liability, Automotive and Non-Owned Automobile Insurance

---

Without in any way limiting the liability of the contractor under this contract, it shall be the responsibility of the contractor to:

- a) Maintain and keep in force during the term of the contract, Commercial General Liability Insurance protecting the contractor's liability, legal or assumed, under the contract for all claims arising from personal injury, bodily injury, death and damage to property in an amount of \$5,000,000.00 or greater per incident.
- b) Maintain and keep in force during the term of the contract, automobile and non-owned automobile insurance on all vehicles used in connection with the work under this contract. Such insurance is to carry the minimum limit of \$2,000,000.00 per incident.
- c) Maintain and keep in force during the term of the contract, Contractor's contingent liability insurance, covering the liability of the Contractor under this contract in respect to his sub-contractor's same limits as required in Clause (a).



- d) Deposit with the Town of Petrolia, before commencing any work under this contract, a Certificate of Insurance detailing the coverage and expiry date for all policies duly executed by the insuring company stating that if said policies are cancelled or changed in any manner, thirty (30) days written notice of such change or cancellation will be given to the Town of Petrolia. The certificate shall also show the City as an additional insured.

### Contractor's Liability

---

The contractor hereby indemnifies and saves the Town (and any representatives employed by the Town to act on the Town's behalf) harmless from and against any claims including but not limited to, personal injury, bodily injury, death, property damage, or nuisance, arising from its performance or non-performance of this project.

### Conflict of Interest

---

By submitting a bid, the contractor declares that the submission is NOT made in connection with any other submitting contractor, and is in all respects fair and without collusion or fraud and further that no member of Council, officer, employee or representative of the Town of Petrolia has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise on the performance of the said contract.

### Regulations and Permits

---

If required, the contractor shall comply with all provisions of the rules, regulations and orders of the Federal, Provincial and Municipal Government Agencies applicable to the work under this contract. It shall be the obligation of the contractor to keep him or herself informed of these Government Regulations. The contractor shall apply and pay for all Permits and Inspection Fees which may be required under this contract, including the Electrical Safety Authority (ESA).

### Non Exclusivity

---

The Tender is not intended, nor shall be construed, as creating any exclusive arrangement with the awarded contractor. The contractor will not restrict the Town of Petrolia from acquiring similar or equal goods or services from other sources.

### Quality of Work

---

The contractor at all times shall provide the Town of Petrolia Representative with suitable access, and or status of the work covered under the request for Tender. The Town of Petrolia Representative shall be the sole judge of the work and therefore its acceptability. Work that is unsatisfactory, in the opinion of the Town of Petrolia Representative, shall be made satisfactory at no additional cost to the Town of Petrolia.

---

## Substitutes or Equivalents

---

The Town of Petrolia may have specified certain products or brands throughout this document. Unless noted, substitutes for a specific item may be permitted, but after the acceptance by the Town of Petrolia. However in the determination of the item, the Town of Petrolia will have sole discretion whether the substitute is an acceptable alternative.

---

## Questions Re: Tender

---

Contractors having questions or finding discrepancies or omissions, or having doubts as to the meaning or intent thereof, shall at once notify in writing the Town of Petrolia, who shall send written instructions or explanations by Addenda to all contractors as maybe required.

Any questions arising from the Request for Tender should be directed to:

Mike Thompson  
Director of Operations  
519.882.2350  
mthompson@petrolia.ca

**The final day for questions is Wednesday August 31st at 4:00pm**

---

## Lobbying

---

In order to ensure fairness to all bidders, the Town must endeavour to prevent unfair advantage created by lobbying. Therefore the Town reserves the right to disqualify, at any time and at its sole discretion, any bidder engaging in lobbying in connection with a competitive bidding process between a date that is no later than the date of issue of the Tender and the date of signing of a contract or Purchase Order between the Town and the Successful Bidder. The Town may disqualify a bidder at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the Town, in its sole discretion determines has or may give an unfair advantage to one bidder relative to other bidders. Without limiting the foregoing lobbying may include:

- a) Verbal or written communication with or to any Town Staff and/or Council member other than those identified as contacts in this Tender in respect of this Tender.
- b) Verbal or written communication with or to any expert or other advisor assisting the Evaluation and Selection of this Tender.
- c) Verbal or written communication with or to any member of the Tender Evaluation and Selection Team other than those identified as contacts in this Tender.
- d) Direct or indirect requests by the bidder to any person, organization or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the Evaluation and Selection team or Council.
- e) Verbal or written communication with or to media organizations.
- f) Direct or indirect offer of gifts of any kind or value to any Town Councillor, Staff, Representative or Personnel.

## Qualifications of Contractor

---

- a) The Contractor and subcontractors for the work shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of this work and shall demonstrate to the approval of the Town's Representative that his record of workmanship is satisfactory.
- b) For actual construction operations, use only thoroughly trained and experienced workers completely familiar with the materials and methods dictated by the work.
- c) Provide at least one (1) person who shall be present at all times during the execution of this work and who shall be competent and experienced with the type of work being undertaken, the applicable standards and the requirements of the work, and who shall direct all work performed.

## Tender Format

---

Three complete hardcopies of each Tender, signed by the Bidder's authorized representative must be received.

The Bidder who puts forth the Tender will have them signed by an official authorized to bind the Bidder and will provide the name(s), title(s), and address and telephone number for the individual(s) to be contacted during the evaluation process.

Any overwriting or strike-outs must be initialled by the person signing on behalf of the Bidder.

Entire Tender submissions are to be placed in a sealed envelope (package) containing all required forms etc. as such with the submitting firm's name clearly evident and addressed to the Director of Operations at the address noted below:

Town of Petrolia, 411 Greenfield St., Petrolia ON N0N1R0.

---

## Bid Evaluation Process

---

The objective of this section is to describe the criteria in the selection of a contractor with which the Town would:

- a) Enter into a contract for the goods or services identified in the tender documents and drawings; or,
- b) Commence a negotiation process for a contract; or,
- c) Recommend for Town of Petrolia Council's consideration, the acceptance of the bid submission.

The following process will apply:

- a) Scrutiny of the bid submissions relative to compliance with the requirements of the Tender Documents, such as signed forms, schedules, meeting technical specifications including adherence to items where "No Substitutes" are allowed.
- b) Elimination of bids not meeting the fundamental requirements stated above, as well as elimination of bids not received on time.
- c) Elimination of bids from contractors where that contract, contractor, or its principals have been, or currently are, involved in litigation with the Town of Petrolia, other than a claim for property damage or personal injury, where that litigation impacts upon the ability of the parties to further engage in reasonable business relations.
- d) Evaluation of the merits of all compliant bids. The evaluation will consider financial and technical merits, contractor/contractor reputation based on past performance with the Town of Petrolia and with others, initial costs, ongoing maintenance costs and overall cost effectiveness over the long term.

End of Section

---

## Section Two

### Contract Surety

---

Each bid submission shall be accompanied by a Bid Security in the amount of 10% of the contractor's price. The bid security shall be in the form of a Bid Bond acceptable to the Town of Petrolia.

**A Certified Cheque may be submitted in lieu of a Bid Bond.** Certified cheques will be returned **without** interest. Bid Bonds will not be returned.

The Bid Bond or Certified Cheque submitted by the successful contractor shall be held as contract surety until the successful contractor's submission of a 100% Performance Bond.

The Town shall have the right to forfeit the contract surety to the use of the Town should the contractor fail to perform the work required under this contract by the Completion Date.

---

### Performance Bond

---

The Contractor, with a Surety approved by the Town, will be required to enter into and sign an approved bond jointly and severally with the Town for 100% of the Contract Price for due and proper fulfillment of the Contract and maintenance of the work for a period of one year after Substantial Completion of the Contract.

The Performance Bond shall be submitted by the successful contractor within (10) days written notice from the Town (by way of fax, regular mail, or electronic mail).

The 100% Performance Bond shall represent the total cost of the contract.

---

### Labour and Materials Bond

---

The Contractor, with a Surety approved by the Town, will be required to enter into and sign an approved bond jointly and severally with the Town for 100% of the Contract Price, for payment of all monies due to the Contractor's suppliers and subcontractors, for materials, equipment and labour supplied under this Contract for a period of one year after the Substantial Completion of the Contract.

End of Section

---

## Section Three

### Terms of Reference

---

#### Background

---

The Town of Petrolia completed a condition study of the Town's roadways in 2015 in accordance with the requirements of Asset Management Planning. The study identified the maintenance and capital work required for the next 10 years to insure the Towns' roadways were operational to appropriate standards.

#### Proposed Locations of Work

---

This Tender is the work defined as R2 (basic resurfacing – double lift etc) at the following locations:

- a) Asset ID 929 Third St: First Ave to Fourth St
- b) Asset ID 807 Glenview Rd: Kerr St to south end of existing curb and gutters.
- c) Asset ID 814 Hawthorne Pl: Sycamore to west end of cul-de-sac.

The Town has a restricted budget for this work. The contractor's bid shall be submitted understanding that any number of the above locations **MAY NOT BE UNDERTAKEN**.

#### Scope of Work

---

The Contractor shall perform, furnish and complete the following under one contract. The work to be performed under this contract includes all labour, material, equipment, transportation and services necessary for the work described within the contract documents and drawings.

The work proposed at each location is similar with the primary work being the removal of the existing asphalt surface and installation of new asphalt. Associated work will include, but may not be limited to the following:

- a) Removal and replacement (with new) all catchbasin and manhole frames and covers.
- b) Removal and replacement of selected water valve boxes.
- c) Catchbasin and Manhole adjustment rings/bricks removal/replacement.
- d) Selected curb and gutter removal/replacement.
- e) Selected sidewalk removal/replacement.
- f) Selected sub-base settlement repairs.
- g) Sub-base compaction and grading as required.
- h) Asphalt installation.
- i) Boulevard restoration as and where required.
- j) Other work that may arise out of the work described herein or as directed by the Town.

---

## Existing Asphalt Pavement Cores

---

Cores in the existing asphalt have been undertaken to determine the thickness of the existing asphalt and are summarized as follows:

- a) Third St: 89mm
- b) Glenview Rd: 139mm
- c) Hawthorn Pl: 100mm

Core locations are shown on the drawings. It is anticipated that existing asphalt pavement thicknesses may vary. The Contractor shall monitor the thickness during the removal process and report the average thickness for each project location.

---

## Schedule

---

The successful Contractor shall submit a detailed schedule for the work to be undertaken. When the work commences it shall be proceed on a continuous basis until completed.

---

## Hours of Work

---

The Contractor shall normally undertake the work required to complete the Contract during the hours of 7:00am to 7:00pm, Monday to Friday. Work on Saturdays will require approval.

The above mentioned hours are permissible providing that the Contractor's operations do not create a nuisance or disturbs the peace and are subject to restriction, if necessary, by the Director of Operations.

In an emergency where work is required outside of the above mentioned hours of work, no prior approval is required to work.

---

## Materials Testing

---

During the undertaking of the work described herein, the Town may at its sole discretion, undertake material testing. The Contractor shall co-operate with the requirement to undertake materials testing. The Town will pay for material testing with the following exception:

The Contractor shall inform the Contract Administrator that the granular base is ready for the installation of asphalt. At this time the Contract Administrator may test the compaction of the granular base. If the test results are unacceptable, then the Contractor will be required to apply whatever remedy is necessary and the granular base shall be re-tested. The Contractor shall be responsible for the cost of re-testing the granular base.

---

## Private Property

---

The Contractor shall assume full responsibility for crossing or making use of private property. Before the Contractor or any of his subcontractors makes use of any private property for any purpose, he shall first get permission from the owner.

---

## Utilities and Municipal Services

---

It is the Contractors responsibility to contact the various agencies to verify the location of all underground utility and/or municipal service.

Utility companies may carry out relocation work in connect with this Contract. The Contractor shall co-ordinate this work during the construction period and imposes no additional cost upon the Town for said co-ordination.

The Contractor shall obtain all utility emergency contact information prior to commencing any work and shall be solely responsible to report forthwith any damage to any utility and/or municipal service.

The Contractor shall not operate any component of the municipal water system – this shall include, but shall not be limited to; watermain valves, shutoffs, and fire hydrants. Any supply of municipal water must be organized prior to commencing any work. The Contractor will be responsible for any costs associated with the provision of water.

End of Section



---

## Section Four

### Contract Item Specifications

---

#### Items 1.0, 2.0, 3.0

#### Supply and Retain Insurance and Bonds

---

The work included in these items shall be as follows:

- a) The Contractor shall supply, keep updated and valid, the applicable insurance and bonds as outlined within the Contract Documents.

#### Measurement of Payment

Measurement will be by lump sum. The total cost of the insurance and bonds will be paid in the first progress payment to the Contractor.

#### Basis of Payment

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

#### Items 1.1, 2.1, 3.1

#### Traffic Control

---

The work included in these items shall be as follows:

- a) All signage installed by the contractor shall conform to Book 7 Temporary Conditions of the Ontario Traffic Manual.
- b) The Contractor must provide safe access for pedestrians to all building entrances at all times.
- c) Roadways shall remain open to local traffic whenever possible. The staging of the proposed work is particularly important on Glenview Rd as this road is used for commuting traffic entering and leaving the Town. While it is anticipated that road closures maybe necessary, closures shall be restricted to short periods of time.
- d) The Contractor is required to submit a detailed Traffic Control Plan indicating all signage, barriers, cones, barrels, temporary lighting and any other requirements of Book 7. The plan must be prepared by a competent person who has experience in the preparation of Traffic Control Plans. The Traffic Control Plan shall be submitted to the Director of Operations for review prior to the start of any work.

#### Measurement of Payment

Measurement will be by lump sum. The cost will be measured by the percentage of work completed to date.

#### Basis of Payment

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.2, 2.2, 3.2****Remove and Dispose Existing Asphalt Pavement**

---

The work included in these items shall be as follows:

- a) The Contractor shall determine the best method to remove the existing asphalt within the limits of construction as shown on the drawings.
- b) The Contractor shall not remove any of the sub-base unless directed by the Director of Operations. The removal process shall be done so as to not damage sub-base materials. Any damage shall be restored and all associated costs shall be included in this item.
- c) Any damage to curbs, gutters, manhole and catchbasins or other structures resulting from the removal of the asphalt, shall be repaired by the Contractor at the Contractor's expense prior to the placing of new asphalt.
- d) Asphalt removal shall be undertaken immediately prior to preparing the sub-base and placing new asphalt.

**Measurement of Payment**

Measurement will be by the length and width of the area of asphalt removed.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.3, 3.3****Minor Manhole Adjustment**

---

The work included in these items shall be as follows:

- a) Adjust existing manholes by removing existing frames and covers and adjustment units and replace with a maximum of 2 modoloc rings to existing grades.
- b) Supply and install new manhole frames and covers. Standard manhole frames shall as per OPSD 401.01 M.
- c) Dispose of all existing concrete and other material associated with breaking out and restoring the manhole cover. The Town reserves the right to retain all existing manhole frames and covers.
- d) Steel ring "O" pave manhole adjusters will not be permitted.
- e) The Contractor shall prevent construction materials and any materials from the removal process from entering the manhole. Any material that does enter shall be removed and if necessary the sewer system shall be cleaned and flushed.
- f) Supply, place and compact Granular "A" backfill material to 95% SPD.
- g) Parging etc shall be undertaken to insure the work undertaken is water tight preventing the infiltration of ground water.

**Measurement of Payment**

Measurement will be by each manhole adjusted.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.4, 2.4, 3.4****Major Manhole Adjustment**

---

The work included in these items shall be as follows:

- a) Adjust existing manholes by removing existing frames and covers and adjustment units and replace with a maximum of 3 modoloc rings to existing grades.
- b) Supply and install new manhole frames and covers. Standard manhole frames shall as per OPSD 401.01 M.
- c) Dispose of all existing concrete and other material associated with breaking out and restoring the manhole cover. The Town reserves the right to retain all existing manhole frames and covers.
- d) Steel ring "O" pave manhole adjusters will not be permitted.
- e) The Contractor shall prevent construction materials and any materials form the removal process from entering the manhole. Any material that does enter shall be removed and if necessary the sewer system shall be cleaned and flushed.
- f) Supply, place and compact Granular "A" backfill material to 95% SPD.
- g) Parging etc shall be undertaken to insure the work undertaken is water tight preventing the infiltration of ground water.

**Measurement of Payment**

Measurement will be by each manhole adjusted.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.5, 3.5****Minor Catchbasin Adjustment**

---

The work included in these items shall be as follows:

- a) Adjust existing catchbasins by removing existing frame and grates and adjustment units and replace with a maximum of 2 modoloc rings to existing grades.
- b) The removal shall include the removal of 1.83m of curb and gutter about the catchbasin location.
- c) Supply and install new catchbasin frames and grates. Standard catchbasin frames shall as per OPSD 400.020.
- d) Dispose of all existing concrete and other material associated with breaking out and restoring the catchbasin frame and grate. The Town reserves the right to retain all existing catchbasin frames and grates.
- e) The Contractor shall prevent construction materials and any materials form the removal process from entering the catchbasin. Any material that does enter shall be removed and if necessary the sewer system shall be cleaned and flushed.
- f) Supply, place and compact Granular "A" backfill material to 95% SPD as required.
- g) Install new curb and gutter in accordance with Item 1.7.
- h) Parging etc shall be undertaken to insure the work undertaken is water tight preventing the infiltration of ground water.

**Measurement of Payment**

Measurement will be by each catchbasin adjusted.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.6, 2.4, 3.6****Major Catchbasin Adjustment**

---

The work included in these items shall be as follows:

- a) Adjust existing catchbasins by removing existing frame and grates and adjustment units and replace with a maximum of 3 modoloc rings to existing grades.
- b) The removal shall include the removal of 1.83m of curb and gutter about the catchbasin location.
- c) Supply and install new catchbasin frames and grates. Standard catchbasin frames shall as per OPSD 400.020.
- d) Dispose of all existing concrete and other material associated with breaking out and restoring the catchbasin frame and grate. The Town reserves the right to retain all existing catchbasin frames and grates.
- e) The Contractor shall prevent construction materials and any materials from the removal process from entering the catchbasin. Any material that does enter shall be removed and if necessary the sewer system shall be cleaned and flushed.
- f) Supply, place and compact Granular "A" backfill material to 95% SPD as required.
- g) Install new curb and gutter in accordance with Item 1.7.
- h) Parging etc shall be undertaken to insure the work undertaken is water tight preventing the infiltration of ground water.

**Measurement of Payment**

Measurement will be by each catchbasin adjusted.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Item 3.7****Watermain Valve Box Adjustment**

---

The work included in this item shall be as follows:

- a) Remove existing valve box.
- b) Provide a clean and clear surface for the installation of the new valve box extension.
- c) Supply and install new Mueller Canada Adjustable Top (or equal) with new cap.
- d) Adjust top to match proposed asphalt grades.
- e) Supply, place and compact Granular "A" backfill material to 95% SPD as required.

**Measurement of Payment**

Measurement will be by each valve box replaced.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.7, 2.5, 3.8****Curb and Gutter**

---

The work included in these items shall be as follows:

- a) The Contractor shall remove all curb and gutter sections as identified on the drawings. The exact location of the removals will be supplied by the Town.
- b) New curb and gutter installation shall match the profile/grade of the adjacent curb and gutter and comply with OPSS 353.
- c) 3 Epoxy coated 20M rebar shall be installed in each joint between existing and new curb and gutter – this also applies to catchbasin curb and gutter removal/replacement/
- d) The rebar shall be installed to a minimum depth of 100mm into both the existing and new curb and gutter.
- e) Concrete specifications:

Compressive Strength:	30MPA minimum
Cement Content:	325kg minimum per m <sup>3</sup>
Course Aggregate:	19mm maximum
Slump:	75mm ± 20
Air Content:	6% ± 1.5%
- f) When air temperature exceeds 20° C, application of a curing compound will be applied and enforced. Compliance with OPSS 1315.
- g) All concrete used for new curb and gutters shall be ready mixed and not produced on site.
- h) The Contractor shall ensure that supervision is provided until concrete sets hard. Any defaced concrete must be removed and replaced at the Contractor's expense.

**Measurement of Payment**

Measurement will be by the linear meter of concrete curb and gutter installed.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Item 2.6****Curb and Gutter - Special**

---

The work included in this item shall be as follows:

- a) The Contractor shall remove all existing curb as identified on the drawings. The location of the removals will be circular island in the center of the cul-de-sac of Hawthorn Place.
- b) New curb and gutter profile shall comply with OPSD 600.110.
- c) Concrete specifications:

Compressive Strength:	30MPA minimum
Cement Content:	325kg minimum per m <sup>3</sup>
Course Aggregate:	19mm maximum
Slump:	75mm $\pm$ 20
Air Content:	6% $\pm$ 1.5%
- d) When air temperature exceeds 20° C, application of a curing compound will be applied and enforced. Compliance with OPSS 1315.
- e) All concrete used for new curb shall be ready mixed and not produced on site.
- f) The Contractor shall ensure that supervision is provided until concrete sets hard. Any defaced concrete must be removed and replaced at the Contractor's expense.

**Measurement of Payment**

Measurement will be by the linear meter of concrete curb installed.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Item 3.9****Supply and Place Concrete Sidewalk**

---

The work included in this item shall be as follows:

- a) Remove existing sidewalk and base as detailed on the drawings and dispose of existing materials.
- b) Supply place and compact 100mm granular "A" using 100% SPD.
- c) Supply, form and place concrete as follows:
  - Compressive Strength: 30MPA minimum
  - Cement Content: 325kg minimum per m<sup>3</sup>
  - Course Aggregate: 19mm maximum
  - Slump: 75mm  $\pm$  20
  - Air Content: 6%  $\pm$  1.5%
- d) Concrete shall only be placed when ambient temperatures are between 10° C and 28° C.
- e) Concrete thickness shall be 125mm.
- f) Sidewalk width shall match existing (1.2m).
- g) The subgrade must be compacted to 95% SPD.
- h) Supply, place and compact 100mm granular "A" sub-base to 100% SPD.
- i) When air temperature exceeds 20° C, application of a curing compound will be applied and enforced. Compliance with OPSS 1315.
- j) Install expansion joints where new sidewalk abuts existing sidewalk.
- k) Control joints shall be installed to match control joints in existing sidewalk.
- l) Epoxy coated 20M rebar shall be installed at 300mm centers into adjacent sidewalk and back of curb. The rebar shall be installed to a minimum depth of 100mm into both existing and new concrete.
- m) All new sidewalks shall be broom finished.

**Measurement of Payment**

Measurement will be by the square meter of concrete sidewalk installed.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.8, 2.7, 3.10****Boulevard Restoration**

---

The work included in these items shall be as follows:

- a) Supply and place a minimum of 100mm topsoil in all areas where existing areas of grass boulevards have been disturbed by the work described herein. The Director of Operations may also direct the Contractor to restore other areas.
- b) Place an appropriate fertiliser (16-8-8) in a uniform manner at a rate of 5kg of fertilizer/100 m<sup>2</sup>. Fertilizer shall be applied no more than 48hrs before hydroseed is placed.
- c) Supply and place MTO roadside hydroseed mix.
- d) The condition of the hydroseed areas shall be inspected prior to the end of the warranty period. Any area showing inadequate growth shall be restored by the Contractor at the Contractor's expense.

**Measurement of Payment**

Measurement will be by the square meter of topsoil and hydroseed installed.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.9, 2.8, 3.11****Supply and Place Granular "A" for Sub-Base Repair**

---

The work included in these items shall be as follows:

- a) Supply, place and compact to 100% SPD 100% crushed Granular "A" to areas where the sub-base requires repairs.
- b) Areas requiring repair will be identified by the Director of Operations.
- c) This item shall not be used to repair areas of the sub-base that have been disturbed or damaged by the Contractor during the performance of any work described herein.
- d) This item shall be used to add any granular base to insure the latter meets final grade requirements.

**Measurement of Payment**

Measurement will be by the number of tonnes of granular "A" supplied, placed and compacted.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.



**Items 1.10, 2.9, 3.12****Compact and Fine Grade Sub-Base**

---

The work included in these items shall be as follows:

- a) The granular base shall be compacted to 100% SPD and fine graded to insure the finished grades meet the specification requirements.
- b) Tolerances for placing and grading of the granular base are to be  $\pm 8$ mm.

**Measurement of Payment**

Measurement will be by the number of square meters of granular base.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.11, 1.12, 2.10, 2.11, 3.13, 3.14****Supply and Place 65mm H.L. 4****Supply and Place 40mm H.L. 3**

---

The work included in these items shall be as follows:

- a) Saw cutting/milling of existing pavements to provide adequate jointing with the new asphalt shall be included in this item.
- b) All surface structures (manholes, valve boxes etc) adjusted and placed to finished grade.
- c) Granular used for asphalt shall conform to OPSS 1003. A mix design shall be submitted at least 5 days prior to any paving operations.
- d) Asphalt shall be H.L. 3, or H.L. 4 and conforms to OPSS 1150.
- e) Asphalt cement shall be PGAC 58-25 and conforms to OPSS 1101.
- f) Asphalt paving shall be installed to lines and grades that match the existing asphalt pavement. Finished crossfall shall be 2%.
- g) The paver shall operate at a continuous speed to match the supply of on-site asphalt.
- h) Supply and evenly apply a solid black bituminous tack coat to the total face of concrete gutters, manhole and catchbasin frames and all other surfaces against which the new asphalt will be placed.
- i) After final compaction, each course shall be smooth and true to the required grade. Deviations in the final course that are greater than 4mm over 3m in any direction may be rejected at the discretion of the Director of Operations.
- j) Nuclear density test gauge results may be used for acceptance of compaction.

**Measurement of Payment**

Measurement will be by the number of metric tonnes of asphalt delivered to the site. The Contractor shall be responsible to provide truck delivery tickets to the Contract Administrator as trucks arrive on site.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

**Items 1.13, 3.15**

**Install Road Markings**

---

The work included in these items shall be as follows:

- a) The Contractor shall identify all existing road markings prior to the removal of the existing asphalt
- b) All existing road markings shall be duplicated in every respect on the new asphalt pavement on the day following the completion of paving operations.
- c) All road markings shall comply with OPSS 710.

**Measurement of Payment**

Measurement will be by lump sum.

**Basis of Payment**

Payment shall be at the Contract unit bid price and shall be compensation in full to complete the work as required.

End of Section

## Section Five Bidder's Information

---

Registered Business Name: \_\_\_\_\_

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

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Registered Business Name: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

**Note for Signing Office: By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal or board, to sign on behalf of the above named organization.**

## Section Six Statutory Declaration Re Tender

---

DOMINION OF CANADA  
PROVINCE OF ONTARIO

(In the matter of  
(  
(  
(

County of \_\_\_\_\_

To Wit

I/We \_\_\_\_\_ DO SOLEMNLY SWEAR that the several matters stated in the foregoing Tender are in all respects true.

AND \_\_\_\_\_ make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

Severally declared before me at )  
 )  
The \_\_\_\_\_ )  
 )  
of \_\_\_\_\_ )  
 )  
in the county \_\_\_\_\_ )  
 )  
this \_\_\_\_\_ day of \_\_\_\_\_ 2016 )

\_\_\_\_\_  
A Commissioner or Notary Public

Persons tendering are required to fill in all blanks.

All blanks must be legibly and properly filled in, or the Tender may be declared "INFORMAL".

## Section Seven

### Form of Tender

---

TO: THE MAYOR AND COUNCILLORS  
OF THE COUNCIL OF THE CORPORATION OF THE TOWN OF PETROLIA,  
ONTARIO

I/We \_\_\_\_\_ declare that:

1. No person, firm, or corporation, other than the Tenderer, has any interest in the Tender or in the proposed Contract for which this Tender is made and to which it relates.
2. This Tender is made by the Tenderer without any connection, knowledge, comparison of figures, or arrangements with any other person or persons making a tender for the same work, and is in all respects fair and without collusion or fraud.
3. No member, officer, or employee of the Town is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety, or otherwise in the performance of the said Contract, or in the supplies, work, or business in connection with the said Contract or in any portion of the profits thereof or of any supplies to be used therein, or in any of the moneys to be derived there from.
4. The Tenderer has carefully examined the site of the proposed works, Tenders, Specifications, General Conditions, Plans, Statutory Declarations, Agreement and Bond relating to said Contract, and the Tenderer hereby accepts the same as forming part and parcel of the said Contract.
5. I/We acknowledge that I/We have received addenda numbered \_\_\_\_\_ to \_\_\_\_\_ and the prices quoted incorporate such addenda.
6. The Tenderer hereby tenders and offers to enter into a Contract, being the Contract hereinbefore referred to, to supply and do all that is set out or called for in the Tender, on the terms and conditions and under the provisions set out or called for in the Tender, and at the unit prices and for a total bulk sum hereunder stated, namely the sum of:

\_\_\_\_\_

\_\_\_\_\_

(bid amount in words)

Which sum is made up as follows:

## Schedule of Unit Rates

Town of Petrolia  
Tender #: PW-03-2016  
1. Glenview Road

Page 1 of 1

Item No	Description	Estimated Quantity	Unit	Unit Price	Amount
1.0	Supply and Retain Insurance and Bond		L.S.		
1.1	Traffic Control		L.S.		
1.2	Remove and Dispose Existing Asphalt Pavement	2317	M <sup>2</sup>		
1.3	Minor Manhole Adjustment	2	EA		
1.4	Major Manhole Adjustment	1	EA		
1.5	Minor Catchbasin Adjustment	9	EA		
1.6	Major Catchbasin Adjustment	3	EA		
1.7	Curb and Gutter	8.5	M		
1.8	Boulevard Restoration		L.S.		
1.9	Supply and Place Granular "A" for Sub-Base Repair	250	T		
1.10	Compact and Fine Grade Sub-Base	2317	M <sup>2</sup>		
1.11	Supply and Place 65mm H.L 4	377	T		
1.12	Supply and Place 40mm H.L 3	232	T		
1.13	Install Road Markings		L.S.		
				<b>Sub Total</b>	
				<b>HST</b>	
				<b>Total</b>	

## Schedule of Unit Rates

Town of Petrolia  
Tender #: PW-03-2016  
2. Hawthorn Place

Page 1 of 1

Item No	Description	Estimated Quantity	Unit	Unit Price	Amount
2.0	Supply and Retain Insurance and Bond		L.S.		
2.1	Traffic Control		L.S.		
2.2	Remove and Dispose Existing Asphalt Pavement	610	M <sup>2</sup>		
2.3	Minor Manhole Adjustment	1	EA		
2.4	Major Catchbasin Adjustment	2	EA		
2.5	Curb and Gutter	24.6	M		
2.6	Curb and Gutter - Special	22.0	M		
2.7	Boulevard Restoration		L.S.		
2.8	Supply and Place Granular "A" for Sub-Base Repair	100	T		
2.9	Compact and Fine Grade Sub-Base	610	M <sup>2</sup>		
2.10	Supply and Place 65mm H.L 4	100	T		
2.11	Supply and Place 40mm H.L 3	61	T		
				<b>Sub Total</b>	
				<b>HST</b>	
				<b>Total</b>	

## Schedule of Unit Rates

Town of Petrolia  
Tender #: PW-03-2016  
3. Third St

Page 1 of 1

Item No	Description	Estimated Quantity	Unit	Unit Price	Amount
3.0	Supply and Retain Insurance and Bond		L.S.		
3.1	Traffic Control		L.S.		
3.2	Remove and Dispose Existing Asphalt Pavement	1705	M <sup>2</sup>		
3.3	Minor Manhole Adjustment	2	EA		
3.4	Major Manhole Adjustment	2	EA		
3.5	Minor Catchbasin Adjustment	2	EA		
3.6	Major Catchbasin Adjustment	2	EA		
3.7	Watermain Valve Box Adjustment	1	EA		
3.8	Curb and Gutter	71	M		
3.9	Supply and Place Concrete Sidewalk	38	M <sup>2</sup>		
3.10	Boulevard Restoration		L.S.		
3.11	Supply and Place Granular "A" for Sub-Base Repair	250	T		
3.12	Compact and Fine Grade Sub-Base	1705	M <sup>2</sup>		
3.13	Supply and Place 65mm H.L 4	277	T		
3.14	Supply and Place 40mm H.L 3	171	T		
3.15	Install Road Markings		L.S.		
				<b>Sub Total</b>	
				<b>HST</b>	
				<b>Total</b>	



## Schedule of Unit Rates

Town of Petrolia

Page 1 of 1

Tender #: PW-03-2016

### 4. Provision Items

Item No	Description	Estimated Quantity	Unit	Unit Price	Amount
4.0P	Work Hours for Labourer	20	HRS.		
4.1P	Work Hours for Supervisor	10	HRS.		
4.2P	Dump Truck with Operator	10	HRS.		
4.3P	Tractor Backhoe with Operator	5	HRS.		
4.4P	Front End Loader with Operator	5	HRS.		
4.5P	Excavator with Operator < 35,000kg	5	HRS.		
4.6P	Excavator with Operator > 35,000kg	5	HRS.		
4.7P	Bladed Bulldozer with Operator	5	HRS.		
4.8P	Mini Excavator with Operator	5	HRS.		
				<b>Sub Total</b>	
				<b>HST</b>	
				<b>Total</b>	

- Above items are for extra work to be done which is approved by the Operations Manager.
- Hours of work are estimate only.
- The provisional items **SHALL NOT BE INCLUDED** in the Total Amount detailed in the following Summary.

## Schedule of Unit Rates

Town of Petrolia  
Tender #: PW-03-2016  
Summary

Page 1 of 1

Item No	Description	Amount
1.	Glenview Road	
2.	Hawthorn Place	
3.	Third St	
4.	Discount if all locations undertaken	
<b>Total</b>		

**The Total Amount shall be the Total Bid including applicable taxes.**

The Town is scheduling Council's consideration of this Tender on Monday September 12<sup>th</sup>. Please complete the following based upon an order being received from the Town for the work described herein by September 16<sup>th</sup>.

Construction Start Date: \_\_\_\_\_

Time Required to Complete all three (3) Projects: \_\_\_\_\_

7. The successful Tenderer agrees that all prices bid in the Schedule of Unit Prices and all methods of payment stipulated in the Contract Specifications and documents shall be irrevocable unless authorized by the Engineer and shall be binding for the terms of this Contract.
8. The Town reserves the right to award within ninety (120) days from the date when Tender bids are opened, during which period Tender bids shall not be withdrawn.
9. The Town reserves the right to cancel any item(s) at any time. If an item(s) is cancelled prior to award, this Tender will be awarded to the low bidder of the remaining items.
10. The Town reserves the right to decrease or increase the quantity of any item(s) at any time. If the quantity of an item(s) is decreased or increased prior to award, this Tender will be awarded to the low bidder of the revised quantity using the tendered unit price.
11. The total estimated quantities are only approximate values and actual quantities to be used will vary up or down from the estimated quantities. No extra payment will be made for variation in the estimated quantities, and the Contractor shall only be paid according to the unit bid price. The Contractor must provide all required documents as outlined and execute the written agreement within 10 days of receiving written notice of being awarded this Tender.
12. And the Tenderer also agrees that this is to continue open to acceptance and irrevocable until the formal Contract is executed by the successful Tenderer for the said work, and the bonds hereinafter mentioned are executed by the approved surety, and that the Town may at any time without notice accept this Tender whether or not any other tender has previously been accepted.
13. And also agrees that, if the Tenderer withdraws this Tender before the said Town shall have considered the Tenders and awarded a Contract, the amount of the deposit on this Tender shall be forfeited to the said Town as liquidated damages.
14. And also agrees that the Public Award of the Contract, based on this Tender, by the said Town, shall constitute and be an acceptance of this Tender without communication with or any notice thereof to the Tenderer.
15. And also agrees that, if this Tender is accepted as aforesaid, the Tenderer will forthwith furnish an approved surety for the proper fulfillment of the Contract as required under the terms of Section 2 of the Contract documents, and will execute an Agreement and Bonds, in triplicate, in form satisfactory to the Town, within the time allowed for in the documentation period, after being notified to do so by the Town.

16. And also agrees that, should the Tenderer for any reason default or fail in any manner or thing herein before contained, the Town shall be at liberty to retain the money deposited by the Tenderer to the use by the Town as liquidated damages, and to accept any other Tender or advertise for new Tenders or carry out the works in any other way as the Town may, in its sole discretion, deem best; and also agrees to pay to the Town the difference between the price or prices set out in this Tender and any greater sum or sums which the Town may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders and fully to indemnify and save harmless the Town and/or its officers, agents, or servants from all loss, damage, liability, cost charges, or expenses whatever which it, they, or any of them may suffer, incur or be put to be reason of any such default or failure.
17. The Tenderer agrees to complete this Contract in every respect by the Completion Date as submitted.
18. It is agreed by the Tenderer that, in case all the work called for under the Contract is not finished or completed by the Completion Date, damage will be sustained by the Town and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage, therefore, the Tenderer agrees to pay to the Town \$2000 for liquidated damages for each and every calendar day's delay in finishing the work in excess of the Completion Date prescribed.
19. And the Tenderer hereby includes the Agreement to Bond and Bid Bond of:

(NAME OF BONDING COMPANY)

which is willing to become bound with the Tenderer in the amount designated in Section 7 of the said Contract for the due performance and fulfillment of the said Contract, and all matters in this Tender or in the said Specifications or General Conditions.

SURETY MUST BE A SATISFACTORY GUARANTEE COMPANY,  
AUTHORIZED BY LAW TO CARRY ON BUSINESS IN THE PROVINCE OF  
ONTARIO.

\_\_\_\_\_  
Tenderers Signature

\_\_\_\_\_  
Witness

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

## Section Eight

### Standard Contract Agreement

---

This is the form of agreement referred to in the annexed Bond, Tender, Specifications, General Conditions, and in the Plans and Profiles therein referred to, and, with such Documents and Plans, forms the Contract in this matter.

THIS INDENTURE made (in triplicate) the \_\_\_\_ day of \_\_\_\_\_, two thousand and Sixteen.

BETWEEN

THE CORPORATION OF THE TOWN OF PETROLIA  
hereinafter called the Town of the First Part

AND

hereinafter called the Contractor of the Second Part

WHEREAS the said Town has awarded to the said Contractor the Contract for the Contract PW-03-2016 Asphalt Maintenance, according to the Plans, Specifications, and General Conditions herein referred to and marked "A", the said Contractor having put in a Tender therefore, a copy of which is hereto annexed, which said Tender was accepted by the said Town on the \_\_\_\_ day of \_\_\_\_\_ 2016.

NOW THESE PRESENT WITNESS that the said Contractor doth hereby covenant and agree as follows:

1. The contractor shall perform the whole of the work with due expedition and in a thoroughly workmanlike manner, in strict accordance with the provisions of this Contract, and the Specifications and General Conditions and the Plans therein referred to (which are identified by the signature of the said Contractor, and are made part of this Contract as if embodied herein), and thereafter to maintain the same as therein provided, and that, in the and performance of the said work, the Contractor will carry out and abide by all the stipulations and conditions mentioned in the Specifications and General Conditions to be carried out by the Contractor to the same extent as if each of them was set out and specifically repeated herein.

2. The Contractor shall indemnify and save harmless the Town and each of its officers, employees, and agents from all claims and demands and from all costs and expenses arising from death, injury to persons, destruction of property, economic loss, infringement of rights, or any other cause, which may be incurred by the Town, its officers, employees, and agents in consequence of the execution and performance of the work or of the non-execution or imperfect execution thereof or of the supply or non-supply of plant or material.
3. The Contractor shall pay to the Town on demand, all costs and expenses which may be incurred by the Town or any of its officers, employees or agents in consequence of any claim or demand, and any money paid or payable by the Town or any of its officers, employees or agents may be deducted from any money of the Contractor then remaining in the possession of the Town on account of this or any other Contract, or be deducted from any money payable by the Town to the Contractor on any account whatsoever, or may be recovered from the Contractor or the Surety named in the Bond hereto attached.
4. The Contractor hereby authorizes the Town for the time being, to defend, settle or compromise any claim or demand as the Town may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Town in that behalf, and to pay to the Town on demand its reasonable costs of defending, settling, or compromising any claims or demands as the Town may deem it expedient to defend, settle, or compromise, and that, in default of such payment, the same may be deducted from any money of the Contractor then remaining in the possession of the Town on account of this or any other Contract, or from any money payable by the Town to the Contractor on any account whatsoever, provided that the Contractor may, at the expense of the said Contractor, take charge of and conduct the defence in the name of the Town to any claim or demand.
5. The Town covenants with the Contractor that if the work including all extras in connection therewith are duly and properly executed, and if the Contractor carries out and abides by all the stipulations and conditions of this Contract, the Town, upon estimates or certificates signed by the Contract Administrator, will pay the Contractor the Contract price mentioned in the Tender and for such extra work at the rates mentioned in the Tender (which are to apply to all extras of the character specified in the Schedule of Rates forming part of tender). Such payment to be made in the manner and subject to the holdbacks as required.
  - a. PROVIDED that the Town shall not be liable to issue any estimate or certificate for work rejected by the Contract Administrator or to pay any money until the work so rejected has been replaced by new material and workmanship, to the written satisfaction of the Contract Administrator. It is hereby expressly provided that the issuing of any estimate or certificate, or the payment of any money, shall not be construed as an acceptance of any defective work or material and shall not in any manner lessen the liability of the Contractor to replace such work or material.
6. That this Agreement shall be binding upon the successors of the parties.

- 7. That the Contractor shall not assign this Agreement without written permission from the Town.
- 8. That words used in the singular number and the masculine gender shall be read to include the plural number and feminine gender, and vice versa, where applicable.

IN WITNESS WHEREOF the TOWN has hereto affixed its Corporate Seal and the hand of the Mayor and countersigned by the Chief Administrative Officer/ Clerk of the Town.

AND the CONTRACTOR has hereunto affixed its Corporate Seal and the signature(s) of the proper officer(s) in behalf, or owners or partners thereof.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF

)  
)  
) \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer/ Clerk

(CONTRACTOR SECTION)

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF

)  
)  
) \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:  
We /1 have authority to bind the corporation.