



**Township of Elizabethtown-Kitley**  
6544 New Dublin Road  
RR #2 Addison, ON  
K0E 1A0  
(613) 345-7480

**The Corporation of the**  
**TOWNSHIP**  
**OF**  
**ELIZABETHTOWN-KITLEY**

**RFT PW-2025-03**

**Pulverizing of Asphalt Roadways**

TENDER CLOSING DATE IS **Thursday, April 17, 2025, at 2:00 p.m.**

**The Township reserves the right to refuse all tenders that in its sole discretion are not in the interest of the Township of Elizabethtown-Kitley. The lowest or any tender will not necessarily be accepted. Award of this tender is contingent on final budget approval.**

Tender forms may only be obtained via email request to:  
Royal Metcalfe, Public Works Technical & Compliance Advisor  
[rmetcalfe@ektwp.ca](mailto:rmetcalfe@ektwp.ca)

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**BID SUMMARY** (include with submission)

Name of Firm (The Contractor)

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Address and Telephone Number

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Name & Position of Person Signing for Firm

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**1) Healey Road**

Total Price (less HST): \_\_\_\_\_

**2) PROVISIONAL - Kitley Line 3**

Total Price (less HST): \_\_\_\_\_

**GRAND TOTAL (less HST): \_\_\_\_\_**

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**TENDERING REQUIREMENTS**

**INVITATION TO TENDER**

Tenders will be received via email to [rmetcalfe@ektwp.ca](mailto:rmetcalfe@ektwp.ca) with the subject 'Township of Elizabethtown-Kitley – RFT PW-2025-03'.

Scanned documents must be received by **2:00 pm** local time on **Friday, April 11, 2025**. Bids received after closing time will not be considered. Tenders will be circulated to Council for review and award will occur in early April.

**SCOPE OF WORK**

3 road projects consisting of:

Pulverization of existing Asphalt

*The Township will be adding granular to the base and improving the drainage prior to any application of surface treatment.*

**EXAMINE**

The Tenderer must carefully examine the Contract documents and the site of the proposed works, judging for and satisfying themselves as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or should they be in doubt as to their meaning, they should at once notify the Public Works Manager. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

The Tenderer's attention is drawn to the Special Provisions of the documents which contain any changes or additions to the General Conditions. The Tenderer's attention is also drawn to any addenda which may be issued prior to the time of tender closure.

No verbal agreement or conversation made or had at any time with any officer, agency, or employee of the Owner, or Public Works Manager shall affect or modify any of the terms or obligations herein stated, nor deemed to be any representation or warranty.

**INQUIRIES**

Inquires pertaining to this Request for Tender must be submitted via email to [rmetcalfe@ektwp.ca](mailto:rmetcalfe@ektwp.ca) by March 18, 2024, at 4:00 pm local time. The Public Works Manager will review and respond to all inquiries as they come in. Responses will be shared with all proponents.

**FORM OF SUBMISSION**

- a) Tenders will only be received electronically, via email to [rmetcalfe@ektwp.ca](mailto:rmetcalfe@ektwp.ca), until 2:00 pm local time, Friday, April 11, 2025.

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- b) A Tender deposit will be required one (1) week after notice of award. The Deposit can be sent via post mail or delivered to the Township Office located at 6654 New Dublin Road, Addison.
- c) The Tender Form must be signed in the space provided on the form, with the signature of the Bidder or of a representative official of the organization bidding. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Bidders, and if the signing is vested in one individual, he shall sign separately on behalf of each Bidder. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.
- d) The Tender must be legible, written in ink or typewritten and ALL ITEMS MUST BE BID, where stipulated, with the unit price for every item and other entries clearly shown.
- e) The Bid must not be restricted by a statement added to the Tender Form or a covering letter, or alterations to the Tender Forms provided by the Municipality.
- f) Erasures, overwriting or strikeouts must be initialed by the person signing on behalf of the organization bidding.
- g) Adjustments to a Tender already submitted will not be considered. A Bidder desiring to adjust a tender must withdraw the Tender and/or replace it with another Tender before the time listed as the formal closing in paragraph (1).
- h) Unacceptable Tenders – Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Township of Elizabethtown-Kitley will be the sole judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected by the municipality.
- i) Right to Accept or Reject Tenders – The Township of Elizabethtown-Kitley reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in the best interest to do so. The tenderer acknowledges and agrees that the Township of Elizabethtown-Kitley will not be responsible for any costs, expenses, losses, damages, or liability incurred by the tenderer as a result or arising out of submitting a tender for the proposed contract or due to the municipality's acceptance or rejection of their tender. Tenders which are incomplete, conditional, or obscure, or which contain additions not called for, alterations, or irregularities of any kind, may be rejected as informal.
- j) The lowest or any tender may not necessarily be accepted.
- k) Tied Tenders - In the event that the evaluation of the tender submissions determines that two submissions are exactly the same amount (to the penny) then the Township of Elizabethtown-Kitley shall have sole right to select the successful tender.

## **ABILITY AND EXPERIENCE OF BIDDER**

The Township of Elizabethtown-Kitley reserves the right to reject the tender of any bidder who does not furnish satisfactory evidence of sufficient capital, equipment, and experience to successfully prosecute and complete the work in the specified time. In order to aid the Township of Elizabethtown-Kitley in determining the experience of any bidder, the Bidder shall, within 3 working days after being requested by the municipality, furnish satisfactory evidence to the Corporation as to the Bidders experience and familiarity with work of character specified and financial ability to execute the proposed work properly within the specified time. Failure by the successful bidder to meet any of the foregoing requirements will entitle the municipality to cancel the award of the contract and to retain the tender deposit as compensation for damages sustained due to the successful bidder's default. The Corporation may then award the contract to one of the other bidders or take such other action as it chooses.

## **TENDER PRICE**

The price shall be filled in by the Tenderer where indicated in the Tender Form. The prices tendered shall include the supply of all materials except those specified to be supplied by others, all supervision, labour and equipment, and a provision for overhead and profit, and shall represent the entire cost to the Owner for the completed works as specified and shown on the drawings.

Unit prices shall be filled in where indicated in the Tender Form regardless of whether a quantity is shown. The unit prices shall be extended in accordance with the quantities shown and the extensions shall be inserted in the space provided. The Total Tender must be an accurate extension of the unit and lump sum prices submitted and the quantities shown. In the event of a discrepancy between the unit prices and extended totals, the unit prices will govern, and the Public Works Manager will correct the extended totals accordingly.

All tender prices shall be valid for 90 days.

## **QUANTITIES**

The quantities inserted against the various items in the Tender Forms have been stated for the purpose of comparing tenders on a uniform basis, but it must be distinctly understood that any quantities shown in the said Schedule are approximate only and that neither the Owner nor the Public Works Manager expressly or by implication represent that the actual quantities will correspond therewith. Should substantial variations in the tender quantities occur following construction, then the provisions of OPS General Condition G.C. 8.01 shall apply.

## **SCHEDULE OF FORCE ACCOUNT RATES**

The Tenderer must indicate, in the Schedule of Force Account Rates of the Tender Form, all personnel and equipment hourly rates likely to be used on the project. These rates will form the basis for payment for force account work (time and materials) carried out under this contract. Failure to adequately complete the schedule may result in the Tender being considered incomplete.

## **LIST OF SUBCONTRACTORS**

The Tenderer must indicate, in the List of Subcontractors in the Tender Form, the names of all subcontractors they propose to employ on the project.

Subcontractors shall not be changed, or additional subcontractors employed without the written authorization of the Public Works Manager. Failure to submit a complete list may result in the Tender being considered incomplete.

## **LIABILITY INSURANCE**

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage insurance acceptable to the municipality providing insurance coverage in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of, one or more persons and loss of or damage to property and such policy shall name the municipality as an additional insured thereunder and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

## **TENDER WITHDRAWAL**

A Tenderer may, without prejudice to them self, withdraw their tender on written request received any time prior to the time set for the closing of tenders.

## **AWARD**

The Owner will, following receipt of an acceptable tender, issue in writing a Notice of Award to the successful Tender. This notice will be given as soon as possible following the closing of tenders and, unless otherwise agreed to by the Tenderer, not later than ninety (90) days following the closing of tenders.

The award of the Tender is subject to budgetary restrictions.

## **BASES OF REJECTION OF TENDER**

Tenders may be rejected for any one of the following reasons:

1. Bids received after closing
2. Bids received on other than the tender form supplied.
3. Bids not completed in ink or by typewriter.
4. All items not bid (except where tender form states that award may be made for individual items)
5. Qualified or conditional bids
6. Bids not properly signed and sealed

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**TENDER DEPOSIT**

A certified cheque made payable to the Township in the amount of 10% of the total tender amount must be submitted one (1) week after notice of award is received by the successful Contractor. The cheque will be retained until the work identified in the Tender has been completed to the satisfaction of the Township.

If the successful Contractor wishes, they may file with the Township a completed performance bond, signed and sealed by a recognized bonding company, in the amount of 100% of the total estimated tender. Upon receipt of such a bond, the tender deposit will be returned to the contractor.

**TIMETABLE**

Issue Date of Tender	Friday, March 21, 2025
Deadline for Questions	Friday, April 4, 2025, at 2:00 pm
Submission Deadline	Thursday April 17, 2025, at 2:00 pm
Anticipated Tender Award	Friday, May 2, 2025
Irrevocability Period	90 Days

**THE DELIVERABLES**

Other Information

- All jobs subject to Council's approval.
- Lowest or any Tender is not necessarily accepted.
- All taxes are to be included in the Tender Price. HST to be shown separately on invoice.
- All pages of Tender to be initialed by Contractor and returned.

**PRE-CONDITIONS OF AWARD**

The following documents, as listed, shall be submitted by the selected Bidder prior to or at the time of signing the Contract;

- A current copy of the Workplace Safety and Insurance Certificate of Clearance, as requested;
- The Bidder's Health and Safety Policy;
- The Work Schedule;
- The name and contact information of the representative responsible for purposes of communication.

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**TENDER BID SHEET**

**1) Healey Road – 900m x 6.1m - from Chant Rd to Line 8 Rd**

<b>Item No.</b>	<b>Description</b>	<b>Specification</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Unit Price Bid</b>	<b>Total Bid</b>
1	Site Preparation	SP	1	LS		
2	Traffic Control	SP	1	LS		
3	Pulverization of existing roadway	SP,OPSS 310	5490	M <sup>2</sup>		
<b>Sub Total</b>						
<b>13% HST</b>						
<b>Total</b>						

SP – Special Provisions

OPSS – Ontario Provincial Standard Specifications

**PROVISIONAL**

**2) Kitley Line 3 Road – 1km x 6.2m – from Cty Rd 1 to 1km East of Cty Rd 1**

<b>Item No.</b>	<b>Description</b>	<b>Specification</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Unit Price Bid</b>	<b>Total Bid</b>
1	Site Preparation	SP	1	LS		
2	Traffic Control	SP	1	LS		
3	Pulverization of existing roadway	SP,OPSS 310	2275	M <sup>2</sup>		
<b>Sub Total</b>						
<b>13% HST</b>						
<b>Total</b>						

SP – Special Provisions

OPSS – Ontario Provincial Standard Specifications



**TENDERER'S QUESTIONNAIRE**

Please provide a description of equipment that will be used to complete this work, including make, model and year for each, so that the Owner may judge the Contractor's ability to fulfill the Contract requirements.

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**LIST OF SUBCONTRACTORS**

It is our intention that the following work will, subject to the Public Works Manager approval, be subcontracted to the firms indicated below. All other work will be performed by our own forces, except as authorized in writing by the Public Works Manager.

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I/We hereby agree that the work specified in this Contract will be performed in strict accordance with the following provisions, plans, specifications, and conditions:

**A GENERAL CONDITIONS OF THIS CONTRACT**

OPSS General Conditions (November 2019) (as modified under the Special Provisions General).

**B SPECIAL PROVISIONS – GENERAL**

Special Provisions – General  
Special Provisions – Items

**C OPSS AND OPSD**

Any required Ontario Provincial Standard Drawing or Specification applicable to this contract.

**D ACKNOWLEDGMENT OF MUNICIPAL REPRESENTATIVE**

- That wherever the words “Township” or “Corporation” appear in this contract, it may be interpreted as meaning the “Corporation of the Township of Elizabethtown-Kitley”.
- That wherever the word “Contract Administrator” or “Manager” appear in this contract, it shall be interpreted as meaning the “Public Works Manager”, or their designate.

NOTE: It will be the Contractor’s responsibility to obtain the current copies of the Ontario Provincial Standard Specifications and General Conditions listed above, which form part of the Contract.

**SIGNATURES**

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This Tender Form is executed at \_\_\_\_\_ of \_\_\_\_\_ in  
the County of \_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Witness and Position Held

\_\_\_\_\_  
Signature of Authorized Person  
Signing for Contract  
(Company Seal)

**General Specifications**

**1.0 DESCRIPTION**

The work described within these documents includes the following:

1. **Healey Road** from the intersection of Chant Road and Plum Hollow Road to Line 8 Road. The work consists of pulverization of the existing roadway.
2. **Kitley Line 3** 1000m x 6.2 M from County Road 1 to 1km East of County Road 1. Pulverize existing Asphalt surface.

**2.0 CLARIFICATION**

It will be the Contractor's responsibility to clarify with the Public Works Manager, any questions or concerns relating to details contained within the contract documents, plans and accompanying reports before advancing with construction of the works. All questions raised will be promptly investigated by the Contract Administrator and reported back to the Contractor prior to advancement of the work.

**3.0 GENERAL CONDITIONS OF THE CONTRACT**

The requirements of OPSS 100 General Conditions of Contract shall apply to this contract.

**4.0 PROGRESS AND TIME FOR COMPLETION**

**4.1 PROGRESS AND TIME FOR COMPLETION**

It is a requirement of this contract that all road works be completed according to the following schedule:

**All work must be complete by Wednesday, October 1, 2025.**

All schedules are based on the assumption that a Notice of Award will be issued by Friday May 2, 2025.

**4.2 TIME EXTENSIONS**

If the Contractor is delayed in completion of the work,

- a) by reason of changes or alterations made under section GC 3 of the General Conditions;
- b) by reason or any breach of contract or prevention by the Township of other Contractor's of the Township to carry out work;
- c) by reason of delay by the Township in issuing instructions or information in delivering materials;

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- d) by any other act of neglect of the Township or any other Contractor of the Township or any employee of any one of them;
- e) for any cause beyond reasonable control of the Contractor; or
- f) by Acts of God, or of the Public Enemy, Acts of the Province or any Foreign State, Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, or delays of Sub-Contractors due to such cause.

The time of completion may be extended in writing at any such time of such terms and for such period as shall be determined by the Contract Administrator, and notwithstanding such extensions, time shall continue to be deemed of the essence for this contract.

An application by the Contractor for any extension of time as herein provided shall be made to the Corporation in writing at least fifteen days prior to the date of completion fixed by the Contract. All Bonds or other Surety furnished to the Corporation by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extensions of time granted, and the Contractor shall furnish the Corporation with evidence of such amendment of the Bonds or other Surety.

#### **4.3 LIQUIDATED DAMAGES**

It is agreed by the parties in the contract that in case all work called for under the Contract is not finished or completed within the date as set forth in the Special Provisions, damage will be sustained by the Corporation and that it is said will be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by any reason of such delay and the parties here to agree that the Contractor will pay to the "Corporation" the sum of five hundred Dollars **(\$500.00)** for liquidated damages for each and every calendar day(s) delay in finishing the work beyond the noted completion date, except Saturdays, Sundays and Statutory holidays, and it is agreed that this amount is an estimate of the actual damage to the Corporation which will accrue during the period in excess of the prescribed completion date.

The Corporation may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Corporation. The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of Province or any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes, or any delays of Sub-Contractor's due to such causes.

**5.0 THE “CONTRACTOR’S SCHEDULE OF WORK”**

Forthwith upon award of this Contract, the Contractor shall prepare a "Contractor's Schedule of Work". The "Contractor's Schedule of Work" will be completed by the Contractor and remitted to the Corporation with his signed contract documents for execution by the Corporation.

**6.0 MATERIALS – SUPPLY OF MATERIALS**

The Contractor shall be responsible for supplying materials required to complete the work in accordance with the specifications. The source of supply and quality of all materials supplied by the Contractor must be approved by the Township prior to their use in the contract.

**7.0 ONTARIO PROVINCIAL STANDARDS**

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) form part of this contract.

The text of all OPSS’s and OPSD’s are contained within the Manual “Ontario Provincial Standards for Roads and Municipal Services”.

**8.0 CONTRACTOR’S RESPONSIBILITY FOR DAMAGES**

Section G.C.7.0.4 of the Ontario Provincial Standards – General Conditions is amended by the addition of the following:

**DUST CONTROL** - The Contractor shall take such steps as may be required to prevent dust nuisance wherever it would affect traffic or cause damage or discomfort to residents of the area in which their work is being carried out.

Where the work requires sawing of asphalt or sawing or grinding of concrete, blades or grinders of the wet type shall be used together with sufficient quantities of water to prevent the incidence of dust.

The Corporation shall bear the cost of water authorized by the Contract Administrator and placed within the limits of this Contract as a deterrent to dust nuisance or for compaction requirements. On all other roads used by the Contractor in performance of the works described in the tender items, he shall be responsible for all costs incurred with keeping dust nuisance to levels acceptable to the Township.

Where the work results in tracking of mud onto adjacent roadways, the Contractor shall immediately remove such materials and ensure a continuous clean surface on the adjacent roadway as directed by the Township.

## **9.0 LIMITATIONS OF OPERATIONS**

Subsection G.C. 7.07 of the OPSS General Conditions is amended by the addition of the following:

The Contractor shall co-operate with other Contractor's, utility companies and the Corporation and they shall be allowed free access to their work at all times. The Township reserves the right to alter the method of operations on this Contract to avoid interference with other work.

Prior to submission of a work schedule, the successful Contractor shall receive a Schedule of Proposed Works being undertaken by the Township and all other Authorities within and adjacent to this project.

## **10.0 SALES TAX**

Harmonized Sales Tax (HST) will be paid in addition to the Total Bid, on applicable items, at the applicable rate at the time of purchase. All other taxes and fees shall be included in the quoted unit price.

## **11.0 UTILITIES AND SURVEY MONUMENTS**

The attention of bidders is drawn to the presence of utility pole lines and underground utilities on this contract. It is the responsibility of the Contractor to investigate the location of, and assume all liability for damage to all utilities, services, and structures whether above or below grade before commencing and during the work. Information regarding work restrictions around each active utility may be obtained by the Contractor by consulting directly with each of the respective utility companies.

The Contractor shall protect all legal survey bars and monuments. Should any bars or monuments be damaged during the course of the work, the Contractor shall engage the services of an Ontario land surveyor to reset the damaged bar or monument. The Contractor shall pay all costs for such work.

## **12.0 CONTRACTOR'S NOTICE TO RESIDENTS**

The Contractor must provide each household and/or business on every road covered by the Contract with a copy of a letter as shown below. This letter, complete in every detail and written on letterhead paper, shall be delivered by the Contractor to each home and/or business prior to commencement of work and the Township must be informed by letter when such notification has been served.

### **13.0 MAINTENANCE OF TRAFFIC**

The Contractor shall provide the appropriate traffic control signage and/or appropriately attired flag persons, as required during the course of construction to comply with the safety requirements of latest edition of the M.T.O. publication "Book 7 – Ontario Traffic Manual Temporary Conditions". All traffic control plans which provide direct impact on County Road corridors located within the Township of Elizabethtown-Kitley must be approved by the County of Leeds and Grenville. Should Police services be required to assist with traffic control costs, these costs will be included in this contract.

The Contractor must provide access for emergency services and local traffic at all times unless exempted by the Corporation. If during the course of the work, significant excavations necessitate lane closures, the Township of Elizabethtown-Kitley will authorize the closure provided that 48 hours' notice is provided to enable the appropriate notices to be released to emergency services.

When in accordance with Section G. C. 7.0.7 of the OPSS General Conditions, it is the Contractor's responsibility to maintain a road throughout the work, the Contractor shall supply at their expense, all labour, equipment, and material to maintain the road in a satisfactory condition except that when required for normal maintenance purposes the supply and placing of Granular A and bituminous patching materials, will be paid for at the appropriate Tender unit prices. Where a Contractor has constructed detours, which are not called for in the Contract and where labour, equipment and material are required to effect repairs to such detours due to failure of the roadbed, such work will not be considered as normal maintenance but as part of the cost of construction, and all such work will be at the Contractor's expense.

### **14.0 TRAFFIC AND STREET NAME SIGNS**

The removal and replacement of existing street signs, parking meters, and line painting work shall be the sole responsibility of the Corporation under this Contract. Once the affected areas are satisfactorily complete, the Township of Elizabethtown-Kitley or its subcontractors shall be granted unobstructed access to the work site to carry out all necessary signage and painting reinstatements.

### **15.0 RESTRICTIONS ON OPEN BURNING**

Open burning will not be permitted under this contract.

Arrangements shall be made by the contractor to dispose of all brush and clean wood debris at the Township Greenbush Landfill Site during normal operating hours of the facility.

### **16.0 SANITARY FACILITIES**

Not applicable

### **17.0 SAFETY**

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The Contractor shall submit a WSIB Certificate of Clearance prior to commencing work. Additional certificates of clearance may be requested before the release of any holdback.

The Contractor assumes full responsibility for conforming with all legislation regarding the safety of his employees and the public on this contract, and all notices required to comply with the legislation. The Contractor will be deemed to be the "Constructor" for the duration of this contract

**18.0 WORK HOURS**

The Contractor shall not work on Saturdays, Sundays and Statutory Holidays on this contract without permission from the Township, unless working on these days is stipulated elsewhere in this contract.

Where the Contractor decides to work with the Township's approval, on a Saturday, Sunday or a Statutory Holiday, the Contractor shall pay to the Township any costs incurred by the Township for providing the supervisory staff deemed necessary by the Township.

**19.0 NOTIFICATIONS**

The Contractor shall notify the Police, Board of Education, Fire Departments and Ambulance Services 24 hours in advance of closing any roadway to traffic. Notification shall be given by delivering a sketch plan of the Township of Elizabethtown-Kitley showing the portion of roadway to be closed to traffic together with an indication of the duration of the closure.

**20.0 GARBAGE COLLECTION**

If the occupation of a road by the Contractor prevents, in the opinion of the Township, the Municipality's waste collection contractor from carrying out the collection of garbage and recyclables on his regular route, the Contractor shall remove the garbage from the area to the garbage disposal site at his expense or make arrangements with the Townships waste collection contractor to have garbage and recyclables set out in designated areas with containers returned to the correct property owner.

**21.0 UNIT OF MEASUREMENT**

All items are estimated in metric units as are specifications and standards.

**22.0 PAYMENTS**

Except as herein provided, payments under this contract will be made in accordance with Section G.C.8.0.2 of the OPSS General Conditions. The cut-off date for measurement of quantities for payment purposes will be the 25<sup>th</sup> day of the month. Payment will be made on or before the 30<sup>th</sup> day of the following month.



**23.0 LOCATION AND STORAGE OF MATERIALS AND EQUIPMENT**

Materials and/or equipment shall not be stored within 4m of the travelled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at his own expense, remove any equipment or materials which, in the Contract Administrator's opinion, constitutes a traffic hazard.

**24.0 CLEAN UP**

The Contractor shall thoroughly remove all asphaltic and other discarded materials which may have been placed along the roadway during the performance of the work. Clean up will be done to the satisfaction of the Public Works Manager.

**25.0 PROPERTY OWNER'S RELEASE (PRIVATE LAND USED BY THE CONTRACTOR)**

Not applicable

**26.0 PREVENTION OF DAMAGE**

The failure of the Township to order necessary precautionary measures, protective works or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective works or other precautionary measures, protective requirements shall not relieve the Contractor from any of his responsibilities under this Contract.

**27.0 INSURANCE**

The Contractor's attention is drawn to the requirements of Section GC 6.03. Subsection G.C. 6.03.02 of the General Conditions is amended by the addition of the following:

General Liability Insurance shall be in the name of the Contractor, with the Township of Elizabethtown-Kitley as an additional Insured.

**28.0 EMERGENCY AND MAINTENANCE MEASURES**

Whenever the construction site is unattended by the general superintendent, the name, address, and phone number of a responsible official of the contracting firm, shall be given to the Contract Administrator. The official shall be available at all times and have the necessary authority to mobilize workmen and machinery to take any

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action as directed by the Contract Administrator in case emergency or maintenance measures are required; regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God, or any cause whatsoever.

Should the Contractor be unable to carry out immediate remedial measures required, the Township will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

**29.0 GOVERNMENT REQUIREMENTS**

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-In-Council and By-Laws which could in any way pertain to the work outlined in the Contract or the Employees of the Contractor, or Sub-Contractor.

**30.0 LAYOUT**

Section G.C. 7.0.2 of the OPSS General Conditions shall apply to this Contract. The Contractor shall provide at their expense all material, equipment and labor for all layout on this Contract.

Established alignment and grade control points within the contract limits will be reset by the Contractor if they are in danger of being destroyed. They will be reset to a location where they will be protected against damage. New data for the reset points will be given to the Contract Administrator.

**31.0 OCCUPATIONAL HEALTH AND SAFETY ACT**

Bidders should note that where the provisions of the Occupational Health and Safety Act of Ontario and Regulations apply to the services to be provided under a contract resulting from this quotation, and all the responsibilities and obligations imposed upon the "Contractor" under this Act must be assumed by the bidder. All costs of service/materials required to fulfil these obligations shall be included in the contract price quoted. Should the Corporation be aware of any violations of the Act and Regulations, a notification will be made to the appropriate authorities. Where so warranted, work could be suspended or indeed terminated with no cost to the Corporation.

**32.0 WORKERS SAFETY INSURANCE BOARD**

The successful bidder must obtain and forward to the Township, a "Letter of Clearance" from the Workplace Safety and Insurance Board stating they are in good standing with the Board. This letter must be provided before the contract is signed or any work starts on any site. Upon completion of the work and before a completion payment is made, the Contractor must once again submit evidence that he is in good standing with the Workplace Safety and Insurance Board.

### **33.0 ACCESSIBILITY**

The Township is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The proponent, and all sub-contactors hired by the proponent in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the proponent's responsibility to ensure they are fully aware of, and meet all requirements under the Act.

### **34.0 PAYMENT ADJUSTMENT FOR CHANGES IN THE FUELPRICE INDEX**

The Township of Elizabethtown- Kitley will adjust the payment to the Contractor based on the changes to the Ministry of Transportation's fuel price index for each year of the contract based on the November fuel index. The price index will be calculated by the Ministry of Energy, Science and Technology, and will be based on rack price, including taxes, of diesel fuel. The price index will be published monthly on the following website: <https://www.raqs.merx.com/public/bulletin/bulletin.jsf> for each calendar month and will reflect the previous month's price.

It is agreed by the parties to the Contract that it is impractical and difficult to ascertain actual fuel consumed on the Contract, and the parties hereto agree that for the purpose of calculating the total fuel price adjustments, the cost of fuel will be assumed to be 8.0% of the Monthly Payment Price. The payment provided for these items will be deemed to be for all work included in the Monthly Payment only.

The compensation provided through this provision must also be used for the purpose of providing fuel price adjustment compensation to suppliers and shippers. Should the contractor be required by a supplier to negotiate and provide fuel price adjustment compensation to any party providing materials to the contractor, the Township will not provide any compensation for this purpose in addition to that provided through this provision.

Example of Calculation:

The Contractor payment adjustment for each month will be calculated under the following formula:

$$FPA = MP \times \frac{(I - B)}{B} \times F$$

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**Where:**

FPA = fuel price adjustment in dollars

MP = monthly payment in dollars

B = fuel price index for the month the tender closed

I = fuel price index for the month that the work was completed

F = 8% the assumed cost of fuel as specified as a percentage of the total cost

Note: A single value of 'I' will be used to calculate the fuel price adjustment of the monthly payment. The value of 'I' will be for the calendar month corresponding to the period covered by the monthly payment period.

**TOWNSHIP OF ELIZABETHTOWN-KITLEY  
Special Provisions – Items**

**1.0 SITE PREPARATION**

The Contract price in the Tender Form of this Item shall be full, lump sum compensation for the following:

- 1.1 Cost of the Performance Bond and Liability Insurance as outlined the Instruction to Tenderers and General Conditions.
- 1.2 Supply of qualified personnel to complete all required survey and field layout for construction purposes.
- 1.3 Supplying a qualified representative (foremen, superintendent, etc.) on the job always.
- 1.4 Security protection of the Contractor's office, plant, and stored materials during the course of the Contract.
- 1.5 All measures required to prevent mud from tracking onto adjacent roads and streets during the course of the Contract.
- 1.6 Tree protection as required.
- 1.7 Maintaining driveway access to homeowners for duration of contract.
- 1.8 Preparation of granular surfaces (fine grading) to meet the requirements of OPSS 310.
- 1.9 Moving onto the site and setting up, equipment, storage facilities, etc (mobilization).
- 1.10 Moving off the site and removing equipment, storage facilities, plant etc. (demobilization).

## **2.0 TRAFFIC CONTROL**

The Contract price in the Tender Form of this Item shall be full, lump sum compensation for the following:

- 1.1 Preparing a Traffic Protection Plan, to comply with the Ministry of Transportation Publication - "Book 7 – Ontario Traffic Manual Temporary Conditions".
- 2.2 Supply and erect all signs, barricades, flashers, delineators, and such other protection as may be required by the Township to protect the workers and the public during the course of the Contract.
- 2.3 Supplying professionally trained and properly attired flag personnel as required.
- 2.4 Using police services to direct traffic if required.
- 2.5 Supply of all necessary signage as may be required to detour non-local traffic during the work.

## **3.0 Pulverizing of Existing Surface**

In accordance with OPSS 330, the work under this item shall include:

- 3.1 Pulverizing the existing surface (surface treatment) to a maximum depth of 100 millimetres.
- 3.2 The pulverized surface shall be blended with the existing granular base.
- 3.3 Measurement for payment shall be per square metre of road surface pulverized.

## **4.0 Warranty**

- 4.1 The Warranty Period shall begin on the date of the completion of the work. The warranty will end 12 months from the start of the warranty period. Any repair work shall be completed prior to the end of the warranty period.
- 4.2 The Final Acceptance Document for this Contract will not be issued until all the Performance Requirements and including any repairs for the 12-month warranty are satisfied. At this time, the Tender Deposit will be returned to the Contractor.

**END OF ITEM LIST**