# WOL002-2023

# Annual Street Maintenance

# (Asphalt)

May 2023



A cultivated experience for the mind, body, and soil

Closing: Thursday, June 8, 2023 at 14:00

#### Part 1 – Information to Tenderer

The Town of Wolfville ("Town" or "Owner") invites tenders for the supply and placement of asphalt (and related work) within the Town during the 2023/24 fiscal year. The estimated quantity for the Town is approximately 1,100 metric tonnes total, as shown in the Tender Form. Acadia University will issue a separate purchase authorization to the selected contractor for an additional estimated 500 metric tonnes, based on the same unit pricing and specifications of this contract.

#### Part 2 – Tender Submission

#### 2.1 Tender Closing and Delivery

- i. Tenders will be received up to 2:00 p.m., local time, Thursday, June 8, 2023.
- ii. Tender submissions shall be emailed as a single PDF document to <u>kouterleys@wolfville.ca</u>. This shall be the only accepted method of tender submission. The contract name and number must be included in the email subject line. The completed tender form must be accompanied by scanned copies of all required documentation indicated in the tender. The Town will require the original tender documents of the selected bidder to be delivered after award.
- iii. Late tenders shall be unopened.
- iv. All tenders shall be and remain valid for acceptance for 60 days after Tender Closing, unless withdrawn prior to the designated closing time.
- v. Tenders will be opened <u>the week following tender closing</u>. Opening will not be public. An abstract of tender submissions and results will be available within ten (10) business days following the closing date by request to <u>kouterleys@wolfville.ca</u>.
- vi. Provide Tender Security in amount of 10% of the Total Amount Payable with Tender in the form of a Certified Cheque or Money Order payable to the Owner, or a Bid Bond on CCDC Form 220.
- vii. The Contractor shall, prior to commencement of the Work, provide the Owner a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Estimated Contract Price, or alternatively, provide an Irrevocable Letter of Credit in the amount of 20% of the Estimated Contract price. Include the cost of providing security in Contract Price. Should it become apparent that the final cost of the project will exceed the Estimate Contract Price by more than 10%, the Contractor shall arrange to have the security reissued, based on the projected final cost.
- viii. The Contractor shall, prior to commencement of the Work, provide the Owner with proof of insurance according to the requirements of Section 00 72 45 – General Conditions, Subsection GC 11.1 INSURANCE and Section 00 73 00 – Supplementary General Conditions, Subsection 11. – GC 11.1 INSURANCE, of the Standard Specification for Municipal Services.
- ix. Submission must include completed Contractor Health & Safety Checklist, and successful bidder must adhere to all elements in the Town of Wolfville Contractor Health & Safety Requirements (see Appendix A).
- x. Submit within 72 hours, if requested by the Town, a copy of Tenderer's current and valid Certificate of Registration issued by a Worker's Compensation Board approved audit company.
- xi. Submit within 72 hours, if requested by the Town, a copy of Tenderer's current valid clearance letter, issued by the Worker's Compensation Board of Nova Scotia.

#### 2.2 Clarification and Addenda

- i. All questions concerning this Tender shall be directed (not later than 6 working days before Tender Closing) to the Engineer: Alexander de Sousa, P.Eng.; Director of Engineering & Public Works; <u>adesousa@wofville.ca</u>. Any attempt by the Proponent or any of its employees, agents, contractors, or representatives to contact members of Town Council or Town staff not identified in this clause may lead to disqualification.
- ii. Notify Engineer not later than 6 working days before Tender Closing of omissions, errors or ambiguities found in Contract Documents. If Engineer considers that correction, explanation, or interpretation is necessary; a written addendum will be issued.
- iii. All addenda will form part of the Contract Documents.
- iv. Any changes to this tender shall be stated in writing by Addenda. Verbal statements made by Town staff or their representatives shall not be binding.
- v. Confirm in Tender Form that all addenda have been received.

#### 2.3 <u>Tender Form</u>

- i. Part 1 Information to Tenderers through Part 5 Specifications inclusive form part of the Tender.
- ii. Tenderers shall complete Part 4 Tender Form provided in ink.
- iii. Tenderers shall fill in all blanks and have corrections initialled by person signing Tender.

#### 2.4 <u>Tender price</u>

- i. Price shall be in Canadian dollars and include labor, freight, duty and all applicable taxes, rates and charges in force at the time of award for the Work outlined in Part 5 Specifications.
- ii. The successful Tenderer will be issued a Purchase Order following the Town's decision to proceed with the project. The purchase order will define the terms and conditions of payment by the Town.

#### 2.5 <u>Notices</u>

- i. By submitting a Tender the bidder agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the Bid the bidder considers "personal information" or "confidential information" of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the Municipal Government Act as noted above.
- ii. The Town reserves the right to hold payment per the Builders' Lien Act.

#### 2.6 <u>Amendment or Withdrawal of Tender</u>

- i. Tenders may only be amended or withdrawn by using the same method as tender submission prior to the time of Tender Closing. Fax amendments or withdrawals shall **not** be accepted.
- ii. Amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.

iii. Head amendment or withdrawal as follows:

"(Amendment)/(Withdrawal) of Tender for Street Maintenance (Paving) 2023/24, Contract No. WOL002-2023." Sign as required for Tender, and submit to email address given for receipt of Tenders prior to time of Tender Closing. All submissions must be received prior to Tender Closing.

#### Part 3 – Tender Evaluation and Acceptance

#### 3.1 <u>Rejection of Tenders</u>

- i. The Owner reserves the right to accept or reject any or all tenders and to award the contract to whomever the Owner deems appropriate, and the Owner may award a portion or all of the work to one or more contractors. The Owner will not be responsible for any costs incurred by any tenderer in preparing its tender.
- ii. The Owner specifically reserves the right to reject all tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional tenders. The project award is subject to the approved budget, and may be subject to regulatory approval from external agencies. Without limiting the generality of any other provision hereof, the Owner reserves the right to reject any tender:
  - a. that contains any irregularity, formality or informality, or is considered in the opinion of the Owner to be unbalanced;
  - b. that is not accompanied by the security documents required;
  - c. that does not contain acknowledgment of all addenda (if applicable);
  - d. that is not properly signed by or on behalf of the tenderer;
  - e. that contains an alteration in the quoted price that is not initialed by or on behalf of the tenderer;
  - f. that is incomplete or ambiguous; or
  - g. that does not strictly comply with the requirements contained in these instructions.

Notwithstanding the foregoing, the Owner shall be entitled, in its sole discretion, to waive any irregularity, formality, informality, or nonconformance with these instructions in any tender received by the Owner.

- iii. The Owner also reserves the right to reject any or all tenders based on the tenderer's lack of proven experience, performance on similar projects, or the suitability of proceeding with the execution of the work.
- iv. The Owner reserves the right to suspend or cancel the tendering process and reject all tenders at any time and for any reason prior to the award of a contract without incurring any liability to affected tenderers. The Owner has the right at any time prior to the award of a contract to decide not to award a contract for any reason, and may decide not to proceed with the work, issue a new call for tenders, or seek to have the work or any part of it completed through another means.
- v. No term or condition shall be implied based upon any industry or trade practice or custom, any practice or policy of the Owner, or otherwise, which is inconsistent with the provisions contained herein.

#### Part 4 – Tender Form

#### 1. SALUTATION:

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1	To:	Town of Wolfville (the "Town")
		359 Main Street
		Wolfville, Nova Scotia B4P 1A1

.2 For: Street Maintenance (Paving) 2023/24 Contract No. WOL002-2023

#### .3 From: \_\_\_\_\_ (the "Tenderer")

- 2. TENDERER DECLARES:
  - .1 That this tender was made without collusion or fraud.
  - .2 That the proposed work was carefully examined.
  - .3 That the Tenderer is familiar with local conditions, including labour conditions.
  - .4 That Part 1 Information to Tenderers through Part 5 Specifications inclusive and Addenda No. \_\_\_\_ to \_\_\_\_ inclusive were carefully examined.
  - .5 That all the above were taken into consideration in preparation of this Tender.

#### 3. TENDERER AGREES:

- .1 To complete the Work as described and specified herein for the price stated in Subsection 4 hereunder, Schedule of Quantities.
- .2 That the estimated Contract Price shall be the sum of the products of the tendered unit prices times the estimated quantities in Subsection 4 hereunder.
- .3 The tenderer shall submit a detailed breakdown of lump sum tender prices within 24 hours, if requested.
- .4 That this Tender is valid for acceptance for 60 days from the time of Tender Closing.
- .5 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Part 5 Specifications.
- .6 Part 1 Information to Tenderers through Part 5 Specifications inclusive form part of the Tender.

#### 4. SCHEDULE OF QUANTITIES

#### .1 Street Maintenance (Paving) 2023/24

Item	Description	UOM	Est. Qty	Unit Price	Total Price
1	Milling < 250m <sup>2</sup>	m²	242		
2	Milling > 250m <sup>2</sup>	m²	6,442		
3	Hand Patching	tonne	33		
4	Spreader Patching < 250 m <sup>2</sup>	tonne	162		
5	Spreader Paving $\geq 250 \text{ m}^2$	tonne	734		
6	Sidewalk Spreader	tonne	173		
7	Crack Sealing	m	750		
8	Asphalt Curb	m	100		
9	Transverse Rumble Strip Milling (PROVISIONAL)	m	268		
10	Speed Cushion (PROVISIONAL)	EA	4		
11	Adjust and Reset Existing Manhole Frame or Catch Basin Frame and Grate ( <i>PROVISIONAL</i> )	EA	10		
	1				
	Total Estimated Price				
Те	enderer's HST Registration Number:				

#### 5. COMPLETION TIME

- .1 Tenderer agrees to coordinate individual paving projects within this contract with the Town's Engineering and Public Works Department, with the intention of completing projects in a manner that is timely and efficient for both parties, with all the Work being completed **no later than October 6, 2023**.
- .2 Tenderer agrees to complete asphalt paving work at individual locations requiring milling no later than one (1) week after milling is completed (excluding Main Street) and within 24 hours after milling is completed for locations within the travelled way of Main Street.

TOWN OF WOLFVILLE CONTRACT NO. WOL002-2023 Street Maintenance (Asphalt) 2023/24 Issued: May 2023 6. SIGNATURES\*: DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. Name of Firm Tendering Witness Signature of Signing Officer Name and Title (Printed) Signature of Signing Officer Witness Name and Title (Printed) **Company Address** Telephone No.

Fax No.

**\*NOTE:** Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.

#### Part 5 – Specifications

Following award of the tender, the successful bidder will perform an inspection of proposed road and sidewalk locations with the Engineer (or designate) to confirm locations and priorities, and discuss appropriate remediation methods and possible challenges. Work extents to be determined in the field and marked for the successful bidder's work crews to proceed. Tender quantities were determined based on the following locations (subject to change, and not including smaller patches):

Street	From	То	Approximate Area (m²)				
Main Street (E/B Lane)	At or near Landmark School		72				
Main Street (E/B Lane)	At or near Civic 11 / town line		74				
Main Street	At or near Chestnut Ave. intersection		96				
Main Street	At or near Elm Ave. intersection		470				
Chestnut Ave. (Incl. 10m into Beckwith)	Beckwith St.	Skyway Dr.	2,952				
Orchard Ave.	King St. 2022 Paving	Cape View	2,321				
Queen St.	Kent Ave.	Chestnut Ave.	699				
		Total	6,684				

#### 2023 Street Asphalt Maintenance

#### 2023 Asphalt Sidewalks

Street (Side)	From	То	Approximate Length (m)
Connector Trail	Westwood Ave.	Earnscliffe Ave.	90
Hillside Ave. (W)	Bay St.	Prospect St.	190
Gaspereau Ave. (E/W)	TBD	TBD	400
Victoria Ave. (W)	TBD	TBD	150
		Total	830

#### MEASUREMENT AND PAYMENT

- Payment for all items shall be full compensation for all labor, equipment, and materials to complete the work.
- Unit rates to include all required costs for traffic control per the current version of the Nova Scotia Temporary Workplace Traffic Control Manual, when required.
- It will be the responsibility of the Contractor to perform fine grading and final adjustments to road gravels and valve boxes prior to paving, when applicable (unless otherwise specified).
- Should an existing valve box or frame (and grate) require replacement, the Town will supply the replacement appurtenance at no cost to the Contractor. The Contractor shall pick up replacement appurtenances at the Town's Public Works yard when required.

TOWN OF WOLFVILLE

Street Maintenance (Asphalt) 2023/24

1. Milling Areas less than 250m<sup>2</sup>

2. Milling Areas greater than 250m<sup>2</sup>

3. Asphalt Hand Patching

4. Asphalt Spreader Patching

5. Asphalt Spreader Paving

This item is for milling of existing asphalt areas greater than 250m<sup>2</sup> with a large planer to a depth of 50mm.

This item includes the supply and placement of tack coat and Type C Asphalt for small sections requiring hand patching, as per Nova Scotia Public Works Standard Specification for Highway Construction and Maintenance.

This item includes the supply and placement of tack coat and 50mm of Type C asphalt for sections under 250m<sup>2</sup>, as per Nova Scotia Public Works Standard Specification for Highway Construction and Maintenance.

This item includes the supply and placement of tack coat and 50mm of Type C asphalt for sections over 250m<sup>2</sup>, as per Nova Scotia Public Works Standard Specification for Highway Construction and Maintenance.

6. Sidewalk Spreader

This item includes the supply and placement of asphalt for sidewalks, as per Nova Scotia Public Works Standard Specification for Highway Construction and Maintenance. Removal of existing asphalt and preparation of base gravels shall be completed by the Town.

Unit of measure: metric tonnes

Unit of measure:  $m^2$ 

Unit of measure:  $m^2$ 

#### 7. Crack Sealing

This item includes a general allowance for the supply and placement of all materials for crack sealing of roads, as per Nova Scotia Public Works Standard Specification for Highway Construction and Maintenance, Division 4, Section 11 — Crack Filling and Crack Sealing. Locations and extents to be determined by the Town.

#### 8. Asphalt Curb

This item includes a general allowance for the supply and placement of tack coat and new asphalt curb to reinstate damage or missing curb sections. Removal of existing curb, removal of soil to accommodate new curb, sweeping of existing asphalt and reinstatement of landscaping behind new curb shall be completed by the Town. Locations and extents to be determined by the Town.

#### 9. Transverse Rumble Strip Milling

This *PROVISIONAL* item includes milling transverse rumble strips in existing asphalt pavement. Strips to measure 175mm (longitudinal) by 8mm depth, in groups of 9 or 10 strips per set (arrangement and locations as directed by the Town). Provisional quantities allow for eight (8) sets at the approaches to two (2) intersections.

#### 10. Speed Cushion

This **PROVISIONAL** item includes preparing and constructing speed cushions in accordance with Town of Wolfville Municipal Standards & Specifications drawing R-110 (Appendix B). Signage and pavement marking by the Town.

#### 11. Adjust and Reset Existing Manhole Frame, Catch Basin Frame and Grate

Unit of measure: EA

This **PROVISIONAL** item includes adjusting existing manhole frames and catch basin frames and grates to suit finished pavement grades. Use precast concrete rings or modify masonry as required to adjust the grade at the manhole and catch basin frames. Concrete curb and gutter (where required) by others.

Unit of measure: *m* 

Unit of measure: m

Unit of measure: EA

Unit of measure: m

# **Appendix A**

# **Town of Wolfville Contractor Safety Forms**



### Town of Wolfville Occupational Health and Safety Contractor Health and Safety Requirements



### **CONTRACTOR HEALTH & SAFETY REQUIREMENTS**

#### **OVERVIEW**

The Town of Wolfville has set high standards for health and safety performance, and requires those same high standards from all contractors.

All contractors are required to read and comply with this program.

#### **GENERAL RESPONSIBILITIES**

#### Responsibilities of the Town of Wolfville:

- Ensure that the scope of work is clearly outlined to contractors before the start of any contract.
- Inform contractors of any extraordinary hazards associated with the work.

#### **Responsibilities of Contractors:**

- Have the training, knowledge and experience to perform the work safely and properly.
- Possess, and maintain current, all necessary licenses, permits, registrations and insurances (including workers' compensation insurance).
- Comply with all relevant occupational health and safety and environmental laws, including:
  - the Nova Scotia Occupational Health and Safety Act and regulations, and
  - the Transportation of Dangerous Goods Act and other relevant federal legislation.
- Ensure that all sub-contractors hired by them to perform work for the Town of Wolfville comply with all relevant occupational health and safety laws and this program.

#### **SELECTION OF CONTRACTORS**

- 1. Health and safety performance will be strongly considered by the Town of Wolfville when selecting contractors. Based on previous experience, observations, and references, all contractors must be competent to perform the work safely and properly.
- 2. The Town of Wolfville may request proof of compliance with the relevant health and safety laws. Contractors may need to provide copies of a safety policy and/or program and proof that they have established a safety representative and/or a health and safety committee.

#### **CONTRACTING OUT BY CONTRACTORS**

1. Contractors must inform the Town of Wolfville if they intend to sub-contract any part of the work.

## Town of Wolfville Occupational Health and Safety Contractor Health and Safety Requirements



- 2. The Town of Wolfville must approve all sub-contractors before work begins on a job, or as soon as the need for sub-contracting arises.
- 3. Contractors must ensure that their own sub-contractors are aware of and comply with all Town of Wolfville health and safety requirements and relevant health and safety laws.
- 4. The Town of Wolfville has the right to require the removal and/or replacement of subcontractors to ensure acceptable health and safety performance. If that occurs, the Town of Wolfville will suffer no penalty.

#### **BEFORE WORK BEGINS**

#### Before work begins, contractors must:

- perform a hazard assessment and ensure that proper controls are in place (for example: establishing safe work procedures and use of appropriate safety materials, equipment, devices and clothing).
- discuss with the Town of Wolfville any special considerations necessary to perform the work safely.
- sign and return the Contractor Safety Checklist to the Town of Wolfville OHS Coordinator to indicate that the safety requirements are understood and will be complied with. Contractors will be expected to complete and return the checklist, and all required documentation, on an annual basis.
- provide the OHS Coordinator with a copy of a current clearance letter from the Workers' Compensation Board of Nova Scotia verifying that coverage is in place.
- provide satisfactory proof of licenses, permits, registrations, Certificate of Recognition, certificates of competency, other insurances, etc.

#### WORKPLACE RESPONSIBILITIES

- 1. Contractors are responsible to provide and properly use all safety materials, equipment, devices and clothing prescribed by regulations and necessary to do the work in a safe, healthy, and environmentally responsible manner.
- 2. Contractors must provide adequate supervision of their employees and their subcontractors, and ensure that they are properly trained to perform the work safely. This includes possessing all required certificates of competency and training, and meeting all requirements to designate competent persons.
- 3. Contractors shall ensure that their employees receive adequate rest so that they are able to perform their tasks safely and properly.
- 4. Contractors must perform ongoing hazard assessments to ensure that work is performed safely.
- 5. Contractors shall provide instructions on how to perform specific work tasks and provide training and ongoing supervision in the activities for which such contractors have been hired

### Town of Wolfville Occupational Health and Safety Contractor Health and Safety Requirements



and shall not expect such instruction, training or supervision to be provided by the Town of Wolfville.

- 6. The Town of Wolfville or its representatives may inspect contractors' facilities, equipment, and work practices at any time to confirm that health and safety requirements are being met.
- 7. If contractors are not meeting the health and safety requirements outlined in this program, the Town of Wolfville Chief Administrative Officer, OHS Coordinator and/or department heads have the authority to intervene. Contractors may be required to take steps such as provide additional training, supervision, materials, equipment, devices, or clothing. If necessary, The Town of Wolfville may stop the work until contractors have corrected the situation. If the non-compliance continues, the contract may be cancelled. There will be no penalty to The Town of Wolfville for any of these actions taken to ensure a safe and healthy workplace.

#### **REPORTING ACCIDENTS, LEGAL ACTIONS & ORDERS**

- 1. Contractors must immediately investigate and report to the Town of Wolfville all lost-time accidents, all environmental spills, and all equipment/property damage in excess of \$500 relating to work performed on behalf of the Town of Wolfville. Serious near-misses should also be investigated by contractors.
- 2. Contractors must immediately report to the Town of Wolfville all legal actions (including orders or charges laid by compliance officers) relating to work performed on behalf of the Town of Wolfville.
- 3. Contractors are responsible to indemnify the Town of Wolfville for any losses, including fines and legal expenses, arising from their health, safety or environmental liability or the health, safety or environmental liability of their sub-contractors while performing work for the Town of Wolfville.

### Town of Wolfville Occupational Health and Safety Contractor Health and Safety Checklist



#### **CONTRACTOR HEALTH & SAFETY CHECKLIST**

Contractors must review the attached information and complete this checklist before performing work for the Town of Wolfville. This checklist will be required on an annual basis.

*Return completed checklist and required documents to:* 

OHS Coordinator Town of Wolfville 200 Dykeland Street Wolfville, NS B4P 1A2

Name of contractor/company:

Name of health and safety contact:

 Are you currently registered <u>and</u> in good standing with the Workers' Compensation Board of NS? Yes No 
 No 

If yes, include copy of <u>current</u> clearance letter when returning this checklist.

• Are you currently carrying business liability insurance? Yes 
No

Amount of coverage:

• Copies of other documents (licenses, permits, registrations, Certificate of Recognition, certificates of competency, proof of insurances) required by the Town of Wolfville:

Town of Wolfville Occupational Health and Safety Contractor Health and Safety Checklist



I confirm that I have received a copy of the Town of Wolfville Contractor Health & Safety Requirements, that I have reviewed and will comply with that document, and that I will provide to the Town of Wolfville, on an ongoing basis, copies of the documents described above as being required by it.

Authorized signature

Date

# Appendix B R-110 - Speed Cushion for Traffic Calming



