

Meeting Date: Monday, January 11, 2021

To: Mayor & Members of Council

From: Carey Holmes, Director of Financial

Services/Treasurer

Report: Financial Services 2021-02

Subject: Connecting Link Contract Award

Recommendation

Be it Resolved that Council of the Town of Shelburne receives the staff report FS 2021-02 with respect to the Connecting Link Contract Award; and that

Council awards Contract M20028 to Coco Paving Inc for Option 1, conditional on Ministry of Transportation approval to amending the funding agreement with respect to the provisional item(s) and should the provisional item(s) not be approved, the contract award would default to Option 3; and that

The additional funds as required, over and above the grant funding, will come from Capital Reserves.

Background

In August of 2020, the Town received confirmation of successful grant funding from the Minister of Transportation (MTO), under the Connecting Link – Intake

5 in the amount of \$491,609 or more specifically 90% of total eligible costs of \$546,233.

In November of 2020, S. Burnett and Associates (SBA) issued a Request For Proposal (RFP) Contract No M20028 for the Main Street East Resurfacing of the Connecting Link. The RFP closed December 3, 2020 and four (4) bids were received out of 15 contractors contacted.

SBA report attached as Appendix 1 summarizes the RFP process and results.

Analysis

The RFP included the resurfacing work on Main Street East in addition to provisional items of work with respect to the interlocking stone adjacent to the roadway in the downtown core as well as parking and curb work and lane narrowing associated with the crosswalk – both of which still require approval to the funding agreement with the MTO.

Replacing the interlocking stone within the downtown core has been discussed at budget time in the past and the 2019 draft budget had an estimated cost of \$93,500 to lift, level and replace the existing stones. This amount was removed from the budget prior to its adoption. Downtown core enhancement is also addressed in the Community Improvement Plan and would improve the conditions for pedestrian traffic. For these reasons, staff are recommending that council utilize the opportunity of having the stones replaced with new blocks at the same time the contract resurfacing work is being completed on Main Street East. A portion of the old stones can be salvaged to be used in the rehabilitation of Jack Downing Park.

The Connecting Link – Intake 6 funding opportunity has already been submitted for the Owen Sound Street section of the Connecting Link, and if successful, the RFP will also include the provisional item of replacing the interlocking stone on that section as well.

The provisional items also include the removal of the parking spaces adjacent to Town Hall and the narrowing of Main Street East surrounding the existing cross walk so that bollards and delineators will not have to be used to control traffic through that area.

Financial Impact & Changes

The 2021 Budget for this project was approved at \$546,233 in accordance with the successful Connecting Link Grant obtained for Main Street East. The Province's share being 90% or \$491,609. The Towns 10% or \$54,624 is being funded from the Road Construction Reserve leaving a balance of \$376,223.90 in that reserve at year end.

To choose Option 1, which includes the provisional items, an additional \$82,691.70 (including net HST) is required.

Staff are recommending that the additional funding come from the Roads Construction Reserve which will leave a balance of \$293,532.20 following the completion of this project.

Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and Livable. There is a total of 12 targets within the three Goals.

This report aligns with the Sustainable Goals within the Targets:

Target T3 – Invest and fund critical infrastructure for future

Supporting Documentation

Appendix 1 – Report from S. Burnett & Associates Limited Re SBA File M20028

Respectfully Submitted & Prepared by	:
Carey Holmes, Treasurer	
Reviewed by:	
Denyse Morrissey, CAO	

Appendix 1 to FS 2021-02



December 15, 2020 Revised January 5, 2021

Town of Shelburne 203 Main Street East Shelburne, ON L9V 3K7

Attn: Jim Moss, Director, Development & Operations

Re: Town of Shelburne, Connecting Links 2020

Main Street East Resurfacing

Summary of Bids SBA File No: M20028

Dear Jim,

S. Burnett & Associates Limited (SBA) has prepared the following letter to summarize the bids received from Contractors regarding the Town of Shelburne, Connecting Links 2020, Main Street East Resurfacing project. The Request for Proposal (RFP) was delivered via email to a list of local contractors on November 10, 2020. A total of 15 Contractors were forwarded the Request for Proposal as follows:

- Wellington Dufferin Paving Inc
- Coppertone Paving
- Kings Valley Paving
- Coco Paving
- Miller Group
- Positano Paving
- The Murray Group Limited
- Aecon
- Georgian Paving Ltd.
- Roto-Mill Inc.
- Cox Construction Limited
- Edwards Excavating & Construction
- Moorefield Excavating
- Allto Construction
- Avertex Utility Solutions Inc.

A non-mandatory, but highly recommended Contractor's site visit was held on Tuesday, November 17, 2020 at 10:00 a.m. with representatives from the following three (3) contractors in attendance: Coco Paving Inc., Cox Construction Limited and The Murray Group Ltd.

SBA issued two (2) addendums throughout the RFP process that addressed minor revisions in the scope of work, questions by the Contractors and additional clarifications.

Four (4) bids were received by the closing date of Thursday, December 3, 2020 at 2:00 p.m. local time. All bid submissions were sent via email by the Contractors to Carey Holmes, Treasurer, Town of Shelburne. The bids were from the following Contractors:

- Coco Paving Inc.
- Cox Construction Ltd.
- Aecon Construction & Materials Ltd.
- The Murray Group Ltd.

Table 1 below presents the initial bid summaries received from the four (4) Contractors. A complete cost breakdown of the bids pertaining to each item within the Contract can be found in the attached appendix.

SBA has checked the submissions for mathematical errors and found one (1) mathematical anomaly in Coco Paving's submitted bid. This resulted in a minor adjustment to the Contract total for Coco Paving's submission as shown below.

Table 1: Summary of Construction Bid by Schedule

PAGE	DESCRIPTION	Coco Paving Inc.	The Murray Group Ltd.	Cox Construction Ltd.	Aecon
1	SCHEDULE A - Miscellaneous	\$97,507.15	\$60,764.70	\$115,720.00	\$239,404.62
2	SCHEDULE B - Road Works	\$252,564.12	\$398,608.42	\$467,084.04	\$456,970.86
3	SCHEDULE C - Provisional Work	\$260,640.76	\$256,420.69	\$221,989.92	\$291,333.71
	CONTRACT TOTAL:	\$ 610,712.03	\$ 719,793.81	\$ 804,793.96	\$ 987,709.19
	ORIGINAL BID AMOUNT:	\$ 610,748.03	\$ 719,793.81	\$ 804,793.96	\$ 987,709.19
	RANK:	1	2	3	4

It should be noted that the above Schedule C (Provisional Work) totals include the cost for both Option 1 and Option 2 for Item C12: Concrete Interlocking Paving Stone. Therefore, this cost is higher than what will be approved in the awarded Contract total, which will depend on the approval of the provisional work. All four (4) Contractors provided the required agreement to bond, 10% bid bond, along with signed acknowledgement of Addendum's No. 1-2 as per the RFP requirements. SBA would consider all submissions to be compliant.

SBA completed a preliminary cost estimate for all items within the RFP's Base Contract, under Schedules 'A' and 'B' and predicted a cost of \$452,750.00 (excluding HST) to complete this work. Both Coco Paving and the Murray Group submitted bids within range of this estimate, with Coco Paving coming in below this estimate by approximately \$100,000.00.

Coco Paving Inc. has satisfactorily completed similar projects in the past for the Town of Shelburne and for SBA. They are well known throughout the Dufferin and Wellington County area and have experience completing similar resurfacing projects. SBA would consider this company capable of completing the Connecting Links 2020, Main Street East Resurfacing project with positive results.

The majority of works included in Schedule 'C' are contingent on Ministry of Transportation of Ontario (MTO) approval, including the removal of the parking spaces adjacent to Town Hall and the narrowing of Main Street East and other work that needs to be accepted under the Connecting Links Funding Program.

The MTO has previously committed to funding a maximum project value (engineering and construction) of \$546,233.00 with non-rebate HST. However, for simplicity, SBA has prepared this letter to be based on the eligible funding amount exclusive of all HST which is equal to \$536,786.73. MTO would cover 90% of the eligible expenditures and therefore the Town is required to cover the remaining 10% of the Contract total or approximately \$53,678.67 + HST. The net eligible construction costs are equal to \$456,268.14 + HST.

As noted earlier, the total bid value includes both Option 1 and Option 2 for Provisional Item C12 which is the replacement of the interlocking block behind the curb on Main Street in the downtown core area. Additionally, Item B1 is only required if the Provisional works do not proceed. The following table outlines the various scenarios, associated costs and impact to the construction budget of \$456,268.14 + HST outlined in the original MTO funding agreement.

Table 2: Provisional Scope Options

Description	Option 1 - Install New Block	Option 2 - Reset Existing Block	Option 3 - Restore Curb Only	Option 4 - No Provisional Items	
A - Miscellaneous	\$97,507.15	\$ 97,507.15	\$97,507.15	\$97,507.15	
B - Roadworks	\$248,809.23	\$ 248,809.23	\$248,809.23	\$252,564.12	
C - Provisional	\$191,213.26	\$ 158,549.26	\$89,121.76	\$0.00	
SUB TOTAL:	\$ 537,529.64	\$504,865.64	\$ 435,438.14	\$350,071.27	
REMAINING BUDGET:	\$(81,261.50)	\$ (48,597.50)	\$20,830.00	\$106,196.87	

Understanding that the aged interlocking block has been discussed previously at budget time, SBA was optimistic that we could include the replacement as an addition to the original project scope. However, based on the bids received, replacement of the interlocking stone beyond the 1-foot curb restoration, under either-two options, is not feasible within the original budgetary amounts applied for under the MTO Connecting Link funding application.

The Town may wish to consider covering the additional cost of the replacing or resetting the block, so that this work could be completed concurrently with the resurfacing work. Under any scenario, Coco Paving would be the lowest acceptable bidder. It should be noted that the exact amount of Town funding required would be contingent on whether the MTO approves the provisional work.

It should be noted that, at this time, a funding agreement with MTO still needs to be finalized before SBA would recommend that this Contract be awarded to the recommended Contractor. A copy of the bid submissions from all Contractors have been included for your review and information.

Should the Town of Shelburne consider moving forward with this project and upon confirmation of MTO funding, SBA would recommend the Proposal submission from Coco Paving Inc., be considered for award.

Pending acceptance of this recommendation, SBA would recommend a meeting with Town staff to discuss all options regarding the Provisional items. SBA would then proceed with appropriate notification and Contract award notice to Coco Paving Inc.

Should you have any questions, please do not hesitate to call me.

Yours truly

Lisa Johnson, PMP, EP

Senior Environmental Project Manager

S. Burnett & Associates Limited

Incl.

Appendix A: Bid Cost Breakdown

Appendix B: Contractor Bid Submissions

Carey Holmes, AMCT, Director of Financial Services / Treasurer, Town of Shelburne cc: Joanne Marceau, Utility & Public Works Co-Ordinator, Town of Shelburne Stephen Burnett, Principal, S. Burnett & Associates Limited David Dagenais, General Manager, S. Burnett & Associates Limited Blake Aram, Site Inspector, S. Burnett & Associates Limited

Appendix A

Bid Cost Breakdown

TENDER BID COST COMPARISON

S. Burnett & Associates Limited

Project No. M20028

Client: Town of Shelburne

Contract Title: Connecting Links 2020, Main Street East Resurfacing

PAG E	DESCRIPTION	Coco Paving Inc.	The Murray Group Ltd.	Cox Contruction Ltd.	Aecon
1 2 3	SCHEDULE A - Miscellaneous SCHEDULE B - Road Works SCHEDULE C - Provisional Work	\$97,507.15 \$252,564.12 \$260,640.76	\$398,608.42	· · · ·	\$239,404.62 \$456,970.86 \$291,333.71
	CONTRACT TOTAL:	\$ 610,712.03	\$ 719,793.81	\$ 804,793.96	\$ 987,709.19
	ORIGINAL BID AMOUNT:	\$ 610,748.03	\$ 719,793.81	\$ 804,793.96	\$ 987,709.19
	RANK:	1	2	3	4

TENDER COST COMPARISON SUP

S. Burnett & Associates Limited

Project No. M20028 Page No. 1

Client: Town of Shelburne

Contract Title: Connecting Links 2020, Main Street East Resurfacing

SCHEDULE A - Miscellaneous

				Сос	o Paving Inc.	Cox Cont	truction Ltd.	Ae	econ	The Murra	y Group Ltd.
ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
A1	Mobilization / Demobilization	1.00	LS	\$25,225.64	\$25,225.64	\$8,500.00	\$8,500.00	\$90,145.67	\$90,145.67	\$11,092.80	\$11,092.80
A2	Insurance & Bonding Requirements	1.00	LS	\$5,239.59	\$5,239.59	\$10,400.00	\$10,400.00	\$23,824.21	\$23,824.21	\$3,083.60	\$3,083.60
	Supply, Erect & Maintain Signage, Barriers and Traffic Control Devices, and Requirements for Paid Duty Officers, etc.	1.00	LS								
	r did Buty Gillocis, etc.			\$49,439.02	\$49,439.02	\$75,320.00	\$75,320.00	\$79,272.59	\$79,272.59	\$29,370.05	\$29,370.05
A4	Utility Locates & Construction Layout	1.00	LS	\$4,861.47	\$4,861.47	\$5,500.00	\$5,500.00	\$33,160.73	\$33,160.73	\$6,895.70	\$6,895.70
A5	Environmental Protection / Mitigation Measures	1.00	LS	\$5,727.32	\$5,727.32	\$2,500.00	\$2,500.00	\$5,408.46	\$5,408.46	\$6,622.75	\$6,622.75
A6	Material Testing Allowance	1.00	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
A7	Pre-Construction Building & Property Assessment	1.00	LS	\$3,014.11	\$3,014.11	\$9,500.00	\$9,500.00	\$3,592.96	\$3,592.96	\$3,699.80	\$3,699.80
				SUBTOTAL:	\$97,507.15	SUBTOTAL:	\$115,720.00	SUBTOTAL:	\$239,404.62	SUBTOTAL:	\$64,764.70

TENDER COST COMPARISON SUP

S. Burnett & Associates Limited

Project No. M20028 Page No. 2

Client: Town of Shelburne

Contract Title: Connecting Links 2020, Main Street East Resurfacing

SCHEDULE B - Road Works _

				Coc	o Paving Inc.	Cox Cont	ruction Ltd.	A	econ	The Murra	ay Group Ltd.
ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
B1	Removal and Reinstallation of Flexible Plastic Markers. Note: Reinstallation Only If Provisionals not approved. Removal-and- Disposal of Existing Granular Material, Boulevard- Topsoil Material, Concrete Sidewalk, Asphalt, Flexible Plastic Markers, etc.	1.00	LS								
				\$3,754.89	\$3,754.89	\$6,500.00	\$6,500.00	\$3,873.05	\$3,873.05	\$5,311.05	\$5,311.05
B2	Milling – Roadway including All Intersection End Treatment (60mm-0mm tapers, typ.)	6,150.00	Sq.m.	\$3.63	\$22,324.50	\$6.81	\$41,881.50	\$5.85	\$35,977.50	\$5.40	\$33,210.00
В3	Removal and Replacement of Existing Catchbasin Lids including Riser Section Adjustment Rings, Parging, etc., as per OPSD 400.010	14.00	ea	\$830.63	\$11,628.82	\$1,374.87	\$19,248.18	\$3,271.52	\$45,801.28	\$1,295.80	\$18,141.20
B4	Reset to Grade - Existing Catchbasins, Watermain Valve Boxes, Curbstops, Paving Stones, (Includes Frame & Gate, Removal and Reset as Required at Finish Grade of Asphalt)	10.00	ea								
				\$426.73	\$4,267.30	\$840.12	\$8,401.20	\$1,513.70	\$15,137.00	\$735.50	\$7,355.00
B5	Removal and Replacement of Existing Concrete Curbing. OPSD 600.010	725.00	m(l)	\$104.82	\$75,994.50	\$169.67	\$123,010.75	\$190.92	\$138,417.00	\$180.30	\$130,717.50
B6	Supply, Place and Compact Hot Mix Superpave 12.5 FC2 Asphalt (60 mm depth)	6,150.00	Sq.m	\$15.14	\$93,111.00	\$34.39	\$211,498.50	\$26.53	\$163,159.50	\$21.00	\$129,150.00
В7	Permanent Pavement Markings – Line Painting Spaces Delineation	1.00	LS	\$10,087.01	\$10,087.01	\$13,500.00	\$13,500.00	\$12,249.30	\$12,249.30	\$18,724.49	\$18,724.49
В8	Restoration of Existing Disturbed Areas Including: Granulars, Asphalt, Topsoil & Sodding, etc.	1.00	LS	\$22,648.74	\$22,648.74	\$37,500.00	\$37,500.00	\$21,857.19	\$21,857.19	\$49,122.03	\$49,122.03
В9	Locate & Expose Existing Manhole Structure Within Roadway and Supply & Install Manhole Lid c/w Modulok Sections, etc., to Surface Elevation. (Refer to Drawing C5.2)	1.00	LS								
				\$4,749.86	\$4,749.86	\$1,546.41	\$1,546.41	\$12,996.04	\$12,996.04	\$1,649.65	\$1,649.65
B10	Tack Coat	6,150.00	Sq.m	\$0.65	\$3,997.50	\$0.65	\$3,997.50	\$1.22	\$7,503.00	\$0.85	\$5,227.50
				SUBTOTAL:	\$252,564.12	SUBTOTAL:	\$467,084.04	SUBTOTAL:	\$456,970.86	SUBTOTAL:	\$398,608.42

TENDER COST COMPARISON SUP

S. Burnett & Associates Limited

Project No. M20028 Page No. 3

Client: Town of Shelburne

Contract Title: Connecting Links 2020, Main Street East Resurfacing

SCHEDULE C - Provisional Work

	33	LE C - Provisi			o Paving Inc.	Cox Cont	ruction Ltd.	Ae	econ	The Murra	ay Group Ltd.
ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
	PROVISIONAL WORK:										
C1	Removal of Existing Asphalt, Concrete Sidewalk, and Boulevard Topsoil and Sod, etc.	200.00	Sq.m.	\$46.57	\$9,314.00	\$41.64	\$8,328.00	\$65.01	\$13,002.00	\$40.55	\$8,110.00
C2	Concrete Sidewalk Sections, 125mm depth, OPSD 310.020, - Includes All Associated Costs for Supply & Installation, etc.	190.00	Sq.m.	\$99.82	\$18,965.80	\$90.73	\$17,238.70	\$157.84	\$29,989.60	\$90.10	\$17,119.00
C3	New Concrete Required for Installation of Tactile Warning Plates Sidewalk Sections, 125mm depth, OPSD 310.020, - Includes All Associated	90.00	Sq.m								
	Costs for Supply & Installation, etc.			\$176.50	\$15,885.00	\$167.34	\$15,060.60	\$835.46	\$75,191.40	\$165.60	\$14,904.00
C4	Supply and Installation of New Tactile Warning Plates at Designated Intersections	25.00	Sq.m	\$891.27	\$22,281.75	\$687.51	\$17,187.75	\$735.14	\$18,378.50	\$828.80	\$20,720.00
C5	Supply and Installation of Geogrid - Asphalt Pavement Reinforcement Membrane within the Intersection	260.00	Sq.m.	\$15.47	\$4,022.20	\$35.00	\$9,100.00	\$9.12	\$2,371.20	\$10.45	\$2,717.00
C6	Supply and Installation of New Catchbasin OPSD 705.010 including All Associated Costs (ie: Granular, Modulocks, Parging, Frame and Grate, Restoration, etc.)	1.00	ea								
			(1)	\$9,632.01	\$9,632.01	\$12,600.00	\$12,600.00	\$16,458.61	\$16,458.61	\$6,439.20	\$6,439.20
C7	Supply, Installation and Connection of 300mm dia. PVC SDR 35 Lead to Existing Catchbasin	5.00	m(I)	\$581.64	\$2,908.20	\$350.00	\$1,750.00	\$1,819.34	\$9,096.70	\$126.00	\$630.00
C8	Removal and Replacement of Existing 200mm dia. Watermain Isolation Valve & Box	1.00	ea	\$1,285.15	\$1,285.15	\$12,500.00	\$12,500.00	\$19,494.30	\$19,494.30	\$13,717.44	\$13,717.44
C9	Removal and Reinstallation of Existing Signage, Refer to Drawing C2.1	2.00	ea	\$540.16	\$1,080.32	\$550.00	\$1,100.00	\$354.79	\$709.58	\$485.20	\$970.40
C10	Removal of Existing Catchbasin Cover, Supply & Install New Manhole Cover on Existing Catch Basin, Including Riser Section, Moduloks, Parging, etc. OPSD 401.010 (Closed - Type A)	1.00	ea								
				\$1,679.47	\$1,679.47	\$1,374.87	\$1,374.87	\$10,153.88	\$10,153.88	\$1,295.80	\$1,295.80
C11	Supply & Place Topsoil & Sod Within Boulevard Section PXO Crossing, Refer to Drawing C2.1 (15 Sq.m)	1.00	LS	\$2,067.86	\$2,067.86	\$2,000.00	\$2,000.00	\$4,371.44	\$4,371.44	\$1,422.85	\$1,422.85
C12 a)	Concrete Interlocking Paving Stone: Option 1: Removal, Powerwash & Resetting of Existing Paving Stone within Boulevard Area, (additional beyond 0.3 metres from back of curb outside of curb restoration area)	375.00	Sq.m								
b)	Option 2: Removal of Existing Paving Stone and Supply & Installation of New Concrete	450.00	Sq.m	\$185.14	\$69,427.50	\$150.00	\$56,250.00	\$72.10	\$27,037.50	\$185.00	\$69,375.00
	Interlocking Paving Stone within Boulevard Area			\$226.87	\$102,091.50	\$150.00	\$67,500.00	\$144.62	\$65,079.00	\$220.00	\$99,000.00
				SUBTOTAL:	\$260,640.76	SUBTOTAL:	\$221,989.92	SUBTOTAL:	\$291,333.71	SUBTOTAL:	\$256,420.69

Appendix B

Contractor Bid Submissions

Appendix B-1

Coco Paving Inc.

2.9 Bid Bond and Agreement to Bond

BID BOND

\$ 10%

No. 83-0548-0045-14

KNOW ALL MEN BY THESE PRESENTS, that COCO PAVING INC.

as Principal, hereinafter called Principal, and AVIVA INSURANCE COMPANY OF CANADA as Surety, hereinafter called Surety, are held and firmly bound unto TOWN OF SHELBURNE as Obligee, hereinafter called Obligee, in the full and just sum of AND 00/100 Dollars (\$) 10% lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 24TH day of NOVEMBER, 20 20.

WHEREAS, the Principal has submitted a written Proposal to the Obligee, dated the <u>3RD</u>day of DECEMBER20_20__ for TENDER #M20028, CONNECTING LINKS MAIN STREET EAST RESURFACING

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall have the said Proposal accepted within sixty days from the closing date of the Proposal call and shall enter into a contract with the Obligee and furnish a Performance Bond and a Labour and Material Payment Bond each in the amount of 100% of the contract and satisfactory to the Obligee or other acceptable security, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety shall not be (a) liable for a greater sum than the specified penalty of this bond nor (b) liable for a greater sum than the difference between the amount of the Principal's Proposal and the amount of the Proposal that is accepted by the Obligee nor (c) subject to any suit or action unless such suit or action is instituted and process therefor served upon the Surety at its Head Office in Canada, within twelve months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

Name of Contracting Company (Co. Seal)

Name of Contracting Company (Co. Seal)

Name of Bonding Company (Co. Seal)

Signature

Signature

IRENE den DEKKER, ATTORNEY-IN-FACT

Section B **Bidder Information**

BOND NO. 83-0548-0045-14

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for COCO PAVING INC.

in a Performance Bond in an amount equal to 100% of the total Proposal price and a Payment Bond in an amount equal to 100% of the Contract amount, and conforming to the instruments of Contract attached hereto, for the full and due performance of the works shown as described herein if the Proposal for TENDER #M20028, CONNECTING LINKS MAIN STREETs accepted by the Owner.

 $\hbox{\sf EAST~RESURFACING} \\ \hbox{It is a condition of this Agreement that if the above mentioned Proposal is accepted, application for a} \\$ Performance and Payment Bond must be completed with the undersigned within fifteen (15) days of acceptance of the Proposal related thereto, otherwise this Agreement shall be null and void.

DATED thisday of	
COCO PAVING INC.	AVIVA INSURANCE COMPANY OF CANADA
Name of Contracting Company	Name of Bonding Company Leke den Dekker
for Contracting Co.	Signature of Authorized Person
(Seal)	Signing for Bonding Company (Seal)
Blair Fraser, Assistant General Manager	IRENE den DEKKER, ATTORNEY-IN-FACT
Position	Position



ADDENDUM No. 1

Date: November 24, 2020 Project No: M20028

Project Name: Request for Proposal: Town of Shelburne, Connecting Links 2020, Main Street East

Resurfacing

To: All Bidders

This Addendum No. 1 consists of 73 Pages

Please make the following changes / additions to the Request for Proposal Document. Bidders are responsible to ensure that all addenda have been received. Bidders shall be required to acknowledge addenda in the space provided in Section B of the Proposal Form.

This addendum will form part of the terms, conditions and specifications outlined in the above noted Request for Proposal Contract Document. All other components of the Bid documents shall remain unchanged.

REMINDER: BIDDERS MUST IDENTIFY THIS ADDENDA IN THE SPACE PROVIDED IN SECTION B OF THE PROPOSAL FORM

CLARIFICATIONS / MODIFICATIONS / DELETIONS

- 1. Bidders shall note an error in Blake Aram's email address in the RFP document should be corrected to blake.aram@sbaengineering.com.
- 2. Bidders shall REMOVE and REPLACE Section B: Schedule of Unit Prices, in its entirety, with the attached pages.
- 3. Contractors shall note that all restoration costs associated with each item under Schedule of Unit Prices, Section C: Provisionals will be included within the bid price under each item.
- 4. Provisional Items C1, C2, C6, C7, C9, C10 and C11 related to Provisional work concerning sidewalk expansion near Townhall on Main Street East will be pending MTO review and approval. Contractors to refer to updated Special Provisions revised accordingly and attached to this Addendum.
- 5. Bidders shall REMOVE AND REPLACE the following Specifications, in their entirety, from Section C: Specifications with the attached:
 - Section 01340: Shop Drawings, Product Data and Samples
- **6.** Bidders shall REMOVE AND REPLACE Section D: Special Provisions, in its entirety, with the attached pages.

- 7. Bidders shall ADD to the Request for Proposal documents, Section F: Soils Information, Geotechnical Investigation from Peto MacCallum Ltd., dated November 2020, attached.
- 8. Bidders shall REMOVE and REPLACE the following drawings, attached:
 - Cover Page
 - C0.1: Drawing Index & General Notes
 - C1.1: Key Plan
 - C1.2: Proposed Resurfacing Plan Sta 0+000 To Sta 0+185
 - C1.3: Proposed Resurfacing Plan Sta 0+185 To Sta 0+390
 - C1.4: Proposed Resurfacing Plan Sta 0+390 To Sta 0+498
 - C5.1: Standard Details
- 9. Bidders shall ADD the following drawings, attached:
 - Drawing C2.1: Proposed Sidewalk & Catchbasin Plan (Provisional)
 - Drawing C5.2: Standard Details

QUESTIONS AND RESPONSES

- Question 1: Please confirm if we are required to provide a hardcopy submission along with the emailed submission?
- Response 1: As per Section B: Bidder Information, Item 1.4: Delivering and Closing of Request for Proposal, a hard copy of the complete RFP Form package (including certified cheque or bid bond) to the offices of the Town of Shelburne is required within 48 hours of closing date and time.
- Question 2: With respect to the liquidated damages, could a value be quantified for the additional costs that may be added to the already specified \$500/day fee?
- Response 2: Contractors to refer to requirements of Liquidated Damages in Section B: Section 1.17.3.

 Contractors will be advised of the additional costs in addition to the specified daily fees as indicated in the Contract documents.
- Question 3: With respect to Item B1, may the Town please provide a quantified breakdown?
- Response 3: Item B1 has been revised in the Schedule of Unit Prices for clarity. Contractors to refer to updated Special Provisions revised accordingly and attached to this Addendum.
- Question 4: With respect to Item B8, may the Town please provide a quantified breakdown?
- Response 4: Contractors to satisfy themselves with the locations for restorations required for the replacement of roadways, curbing, asphalt, granulars, topsoil and sodding, etc. Therefore, Contractors are to price this item accordingly.

M20028_Add#1_FINAL_24Nov20.docx

- Question 5: With respect to Item C3, typically tactile plates are tendered as per (ea). Could the Town please confirm whether the current quantity and unit of measurement is correct?
- Response 5: Contractors to refer to Schedule of Unit Prices, revised and renumbered Item C4 and drawings indicating suggested size of Tactile Plate.
- Question 6: With respect to Item C5, should the unit of measurement read (ea) and not (LS)?
- Response 6: Contractors to refer to Schedule of Unit Prices, revised and renumbered Item C6, for clarification.
- Question 7: Can the Town please confirm if we are required to include for a pre-condition survey? If so, could an item please be added?
- Response 7: A Pre-Construction Building & Property Assessment has been included in the Schedule of Unit Prices under Schedule A: Miscellaneous, Item A7. Requirements for this Item are further detailed under Special Provisions Item SP-07.
- Questions 8: Are we expected to allow for additional QA/QC testing costs outside of what has been allowed in the contingency testing allowance?
- Response 8: Contractors to refer to Schedule of Unit Prices, updated Item A6, for revised allowance concerning Material Testing.
- Question 9: Is it the Town's expectation to be receiving the asphalt grindings? Or is it the responsibility of the contractor to dispose of them?
- Response 9: The Town has first right of refusal for any material. Contractors will be advised following award.
- Question 10: Can an item for paid duty please be included in the tender?
- Response 10: Contractors shall include any costs associated with paid duty officers for traffic control requirements under Item A3: Signage, Barriers and Traffic Control Devices.
- Question 11: Is the current lights at Owen Sound & Main on a timer or loops? If they're on loops is it the Town's expectation that the contractor will be responsible to install new loops? And if so, could an item be provided?
- Response 11: The intersection at Owen Sound Street and Main Street are timer controlled, therefor installation of new loop system will not be required.

- Question 12: Could the Town please clarify what the diagonal hatching at the intersection of William and Main found on Drawing C1.2 represents?
- Response 12: Contractor to replace delineation as noted on Drawing C1.2.
- Question 13: Could clarification to Item B1 in the SUP be provided with regards to what is all included under this item?
- Response 13: Please refer to Response 3, above.
- Question 14: Clarify the note on Drawing C1.2 referring to Drawing C2.1.
- Response 14: Contractors to refer to new Drawing C2.1 attached to this Addendum.
- Question 15: Pav't marking SP-12 includes solvent paint (OPSS 1712) and thermoplastic (OPSS 1713). Solvent paint can't be used between May 1 and Oct 15 and thermoplastic is far more expensive. Can you get clarification?
- Response 15: Contractors to refer to Section D: Special Provisions, Item SP-14 for clarification.

I have read the foregoing Addendum and have considered it in my Proposal.

Tenderer's Name

Signature

Nov 25th 2020

Date



ADDENDUM No. 2

M20028 Date: November 30, 2020 Project No: Request for Proposal: Town of Shelburne, Connecting Links 2020, Main Street East **Project Name:** Resurfacing All Bidders To: This Addendum No. 2 consists of 2 Pages Please make the following changes / additions to the Request for Proposal Document. Bidders are responsible to ensure that all addenda have been received. Bidders shall be required to acknowledge addenda in the space provided in Section B of the Proposal Form. This addendum will form part of the terms, conditions and specifications outlined in the above noted Request for Proposal Contract Document. All other components of the Bid documents shall remain unchanged. ***REMINDER: BIDDERS MUST IDENTIFY THIS ADDENDA IN THE SPACE PROVIDED IN SECTION B OF THE PROPOSAL FORM*** **CLARIFICATIONS / MODIFICATIONS / DELETIONS** Bidders shall REMOVE and REPLACE Section B: Schedule of Unit Prices, Schedule B: Road Work, 1. page 23, with the attached for clarification on Tack Coat item as per the Special Provisions, Item SP-11. I have read the foregoing Addendum and have considered it in my Proposal. Signature

Date

S. Burnett & Associates Limited
Town of Shelburne
Connecting Links 2020, Main Street East Resurfacing

Section B Bidder Information

2 REQUEST FOR PROPOSAL FORM

2.1 Proposal Submission

Town of Shelburne
Connecting Links 2020, Main Street East Resurfacing
Contract No.: M20028

To: Town of Shelburne

This Proposal is submitted by:

١,

Of

Firm Name

701 Denly St w Barne ON LAN 9W9
Address

705-726-6424

Telephone Number

Braser according

Email Address

Blass Fraser Agy
Authorized Agent

Coco Paving Inc

Company Represented

(hereinafter referred to as the "Bidder")

The undersigned agrees to accept as full payment therefore, the sums calculated in accordance with the actual measured quantities at the unit prices set forth in Schedule of Unit Prices herein.

The Bidder also agrees:

- That, this Proposal is made by the Bidder without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Proposal for the same work and is in all respects fair and without collusion or fraud.
- 2. That, this offer is to continue open to acceptance until the Contract is executed by the successful Bidder or for a period of 60 days commencing from the Date of Closing of Proposals, whichever event first occurs and that the Owner may, at any time within that Period accept this Proposal whether any other Proposal has been previously accepted or not.
- 3. That the Owner may reject any or all Proposals without explanation.
- 4. That, he will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineer in accordance with the Contract.
 - That, the carrying out of any work referred to above or the issuance by the Engineer of a Contract Change Order relating to such work or the acceptance by the Bidder of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Engineer or any of the rights of the Owner or of the Engineer under the Contract.
- 5. That, he will complete the works within the time period allotted.
- That, failure by the Contractor to complete the entire work within said time or the extended 6. time allowed by the Engineer will give the Owner the right to collect liquidated damages including additional engineering costs as spelled out in Section 1.17.3 from the Contractor for each day thereafter until the work is completed as specified. Said liquidated damages are not a penalty, but are the agreed damages which the Owner would suffer if the work were incomplete at the end of the time proposed in this Statement, with allowed extensions of time, if any.
- 7. That, if the Bidder withdraws this Proposal before the Owner shall have considered the Proposals and awarded the Contract in respect thereof, at any time not later than 60 days after the Proposal closing date, the amount of the deposit accompanying this Proposal shall be forfeited to the Owner or the bid bond shall be enforced.
- That, the awarding of the Contract by the Owner based on this Proposal, shall constitute acceptance of this Proposal.
- 9. That, if this Proposal is accepted, to furnish approved Surety Bonds for the proper fulfillment of the Contract as required and to execute the Contract documents, in triplicate, within 10

Section B

days after being notified to do so. In the event of default or failure on the part of the Bidder to do so, the Bidder agrees that the Owner shall be at liberty to retain the Proposal Deposit for the use of the Owner and to accept the next lowest or any Proposal or to advertise for new Proposals, or to carry out the works in any other way they deem best.

10. This Proposal Form comprises of:

- 2.1 Proposal Submission
- 2.2. Proposal Agreement
- 2.3. List of Proposed Subcontractors
- 2.4. Bidder's Experience in Similar Completed Work
- 2.5. Bidder's Client and Consultant References in Similar Completed Work
- 2.6. Contract Drawings
- 2.7. Schedule of Unit Prices
- 2.8. Cost Summary Schedule of Unit Prices
- 2.9. Bid Bond and Agreement to Bond

S. Burnett & Associates Limited Section B
Town of Shelburne Bidder Information
Connecting Links 2020, Main Street East Resurfacing

2.2 Proposal Agreement

That, this Proposal is submitted by:

Coco Paving Inc. Firm Name	
701 Dunkp St W, Barnie, a	ON LYNGW
705-726-6424 Telephone Number	
braser & cocognip con Email Address	1

The Bidder solemnly declares that the several matters stated in the foregoing Proposal are in all respects true.

Signature and Seal of Bidder

President/Signature and Seal Estimater/PM

Secretary

Date of Submission

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.3 List of Proposed Subcontractors

The General Information to Bidders requires the Bidder to list on this statement sheet the name of each proposed subcontractor. Listed hereunder are the names of all subcontractors, concrete ready-mix supplier, precast concrete supplier, building material supplier, etc., as applicable whom the Bidder proposes to use:

Sub-Trade	Proposed Subcontractor	Address	Approximate Value of Sublet Work
Line Painting	Lafrentz Road Services	1780 Ironstone Dr Burlington	#9,300
Concrete	Con-Mar	12 Practor Rd Schomberg	* 105, av
fre-Construction	Oza inspections Ltd	202-400 Jones Rd Stoney Creek	# 2,800
1 1	Maccam Hardscapes Hel	Innis Prl	6/67,100

2.4 Bidder's Experience in Similar Completed Work

Location	Owner's Engineer	Description of Contract	Completion Date	Value (\$)
Barrie	City of Barrie ENG Dol	2000 Aspnact Resurfacing	Sept 2020	3,767,00
Barrie	City of Bamie ENGIDET.		Sept 2020	807,00
Snelburne	SBA	Shelburne HMA	Oct 2020	262,00
County of Simcol	County of Simcoe, Rouds	Ctu Rd 6	July 2000	1,208,00
County of Simcoe	County of Simcol, Roads	Cty Rd 46	August 2020	1,468,00

2.5 Bidder's Client and Consultant References in Similar Completed Work (Minimum 3 References Required)

Project	Completion Date	Owner	Consultant	Contact Information
Shelburne HMA	oct 2020	Town of Shelburne	Associates Ltd	579-215-249
West shore cove-2nd stage	00+ 2020	club Ltd.	Expservices.	Norm Dallard 705-870-417
211 - 12 11310	Sept 2019	Snerwood Hones	C.F Crozier	705-888-928

2.6 **Contract Drawings**

The work to be done under this Contract is shown on the following drawings:

COVER PAGE

CO.1 DRAWING INDEX & GENERAL NOTES C1.1 **KEY PLAN** C1.2 PROPOSED RESURFACING PLAN STA 0+000 TO STA 0+185 C1.3 PROPOSED RESURFACING PLAN STA 0+185 TO STA 0+390 C1.4 PROPOSED RESURFACING PLAN STA 0+390 TO STA 0+498 C2.1 PROPOSED SIDEWALK & CATCHBASIN PLAN (PROVISIONAL) (TBA) C5.1 STANDARD DETAILS

These drawings are the Contract Drawings and are made a part of this Contract. Additional drawings showing details in accordance with which the work is to be constructed may be furnished from time to time by the Engineer, if found necessary, to supplement or supersede the drawings hereto attached and such additional drawings shall thereupon become a part of this Contract.

The Contractor shall be governed by the figured dimensions, as given on the drawings.

Where required dimensions are not shown in figures, the Contractor shall obtain the said dimensions from the Engineer before proceeding with the construction of the portion of the work to which they refer.

In every case, detailed drawings shall take precedence over general drawings. In no instance shall dimensions be scaled from drawings. Sets of these Contract Drawings may be obtained from the Engineer by the Contractor on request.

Section B

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.7 Schedule of Unit Prices

1. Where alternative materials are specified, the Contractor shall tender a Unit Price for each alternative, but shall extend only the lowest unit price.

2.

cu.m	Denotes	Cubic Metre (1,000 litres)
m(v)	Denotes	Vertical Metre
m(I)	Denotes	Linear Metre
LS	Denotes	Lump Sum
EA	Denotes	Each
sq.m	Denotes	Square Metre
CSP	Denotes	Corrugated Steel Pipe
t	Denotes	Tonne (2,204.6 lbs)
cu.m(c)	Denotes	Compacted Cubic Metres
ha	Denotes	Hectare
hrs	Denotes	Hours

SCHEDULE OF UNIT PRICES

S. Burnett & Associates Limited

Project No. M20028

Page No. 22

Addendum No. 1

Contractor:

Address:

Contract Title:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE A - Miscellaneous

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
A1	Mobilization / Demobilization	1.00	LS	25,225.64	25,225.64
A2	Insurance & Bonding Requirements	1.00	LS	5,239.59	5,239.59
A3	Supply, Erect & Maintain Signage, Barriers and Traffic Control Devices, and Requirements for Paid Duty Officers, etc.	1.00		49,439.02	25,225.64 5,239.59 49,439.02
A4	Utility Locates & Construction Layout	1.00	LS	4,861.47	4,861.47 5,727.32
A5	Environmental Protection / Mitigation Measures	1.00	LS	5,727.32	5,727.32
A6	Material Testing Allowance	1.00		\$4,000.00	\$4,000.00
A7	Pre-Construction Building & Property Assessment	1.00	LS	3,014.11	3,014.11
				SUBTOTAL:	97,507,15

SCHEDULE OF UNIT PRICES

S. Burnett & Associates Limited

Project No. M20028

Page No. 23

Addendum No. 2

Contractor:

Contract Title:

Address:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE B - Road Works

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
B1	Removal and Reinstallation of Flexible Plastic Markers. Note: Reinstallation Only If Provisionals not approved. Removal and Disposal of Existing Granular Material, Boulevard Topsoil- Material, Concrete Sidewalk, Asphalt, Flexible Plastic Markers, etc.	1.00	LS	3,764.89	3,754,89
B2	Milling – Roadway including All Intersection End Treatment (60mm-0mm tapers, typ.)	6,150.00	Sq.m.	3,63	11,628,82
В3	Removal and Replacement of Existing Catchbasin Lids including Riser Section Adjustment Rings, Parging, etc., as per OPSD 400.010	14.00	ea	830.63	11,628.82
B4	Reset to Grade - Existing Catchbasins, Watermain Valve Boxes, Curbstops, Paving Stones, (Includes Frame & Gate, Removal and Reset as Required at Finish Grade of Asphalt)	10.00	ea		4,20.30
B5	Removal and Replacement of Existing Concrete Curbing. OPSD 600.010	725.00	m(l)	104.82	75,994,50 93,111. ^W
B6	Supply, Place and Compact Hot Mix Superpave 12.5 FC2 Asphalt (60 mm depth)	6,150.00		15.14	93,111.00
В7	Permanent Pavement Markings – Line Painting Spaces Delineation	1.00	LS	10,087.01	10,087.01
B8	Restoration of Existing Disturbed Areas Including: Granulars, Asphalt, Topsoil & Sodding, etc.	1.00	LS	22,648.74	10,087.01
В9	Locate & Expose Existing Manhole Structure Within Roadway and Supply & Install Manhole Lid c/w Modulok Sections, etc., to Surface Elevation. (Refer to Drawing C5.2)	1.00		4,749.86	4,749,86
B10	Tack Coat	6,150.00	Sq.m	0.65	3,997.50
_				SUBTOTAL:	252,54,12

SCHEDULE OF UNIT PRICES

S. Burnett & Associates Limited

Project No. M20028

Page No. 24

Addendum No. 1

Contractor:

Address:

Contract Title:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE C - Provisional Work

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
	PROVISIONAL WORK:				
C1	Removal of Existing Asphalt, Concrete Sidewalk, and Boulevard Topsoil and Sod, etc.	200.00	Sq.m.	46.57	9,314.00
C2	Concrete Sidewalk Sections, 125mm depth, OPSD 310.020, - Includes All Associated Costs for Supply & Installation, etc.	190.00	Sq.m.	99.82	18,965.80 15,921.00
C3	New Concrete Required for Installation of Tactile Warning Plates Sidewalk Sections, 125mm depth, OPSD 310.020, - Includes All Associated Costs for Supply & Installation, etc.	90.00	Sq.m	176.50	
C4	Supply and Installation of New Tactile Warning Plates at Designated Intersections	25.00	Sq.m	891.27	4,022.20
C5	Supply and Installation of Geogrid - Asphalt Pavement Reinforcement Membrane within the Intersection	260.00	Sq.m.		
C6	Supply and Installation of New Catchbasin OPSD 705.010 including All Associated Costs (ie: Granular, Modulocks, Parging, Frame and Grate, Restoration, etc.)	1.00	ea		9,632.01
C7	Supply, Installation and Connection of 300mm dia. PVC SDR 35 Lead to Existing Catchbasin	5.00	m(l)	581.64	1,285.15
C8	Removal and Replacement of Existing 200mm dia. Watermain Isolation Valve & Box	1.00	ea	1,285.15	1,285.18
C9	Removal and Reinstallation of Existing Signage, Refer to Drawing C2.1	2.00	ea	540.16	1,080.32
C10	Removal of Existing Catchbasin Cover, Supply & Install New Manhole Cover on Existing Catch Basin, Including Riser Section, Moduloks, Parging, etc. OPSD 401.010 (Closed - Type A)	1.00	ea	1,679.47	
C11	Supply & Place Topsoil & Sod Within Boulevard Section PXO Crossing, Refer to Drawing C2.1 (15 Sq.m)	1.00	LS	2,067.86	2,067.86
C12	Concrete Interlocking Paving Stone:				10 1 7
a)	Option 1: Removal, Powerwash & Resetting of Existing Paving Stone within Boulevard Area, (additional beyond 0.3 metres from back of curb outside of curb restoration area)	375.00	Sq.m	185.14	69,427.50
b)	Option 2: Removal of Existing Paving Stone and Supply & Installation of New Concrete Interlocking Paving Stone within Boulevard Area	450.00	Sq.m	226.87	102,091.50
000 5	JP_Add#1_FINAL_24Nov20.xlsm			SUBTOTAL:	260,676.16

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.8 Cost Summary Schedule of Unit Prices

COST SUMMARY SCHEDULE OF UNIT PRICES

S. Burnett & Associates Limited

Project No: M20028

Contractor:

Address:

Contract Title:

Town of Shelburne, Connecting Links 2020, Main Street East Resurfacing

DESCRIPTION	CONTRACT TOTAL		
SCHEDULE A – Miscellaneous	\$ 97,507.15		
SCHEDULE B – Road Works	\$ 252,564.		
SCHEDULE C – Provisional Work	\$ 260,676.		

SUBTOTAL: \$ 610,748.03

HST 13%: \$ 79 397 24

TOTAL: \$ 690,145.27

Estimated Cost of Material to be incorporated in the work:

\$ 98 603.53

Estimated Cost of Labour and all Other Charges:

\$ 591,541.12

Total (Must Equal Total Proposal Price):

\$ 690,145.27

A certified cheque or Bid Bond for the sum of:

\$ 10%

is enclosed.

(Minimum of \$)

Appendix B-2

The Murray Group Ltd.

BOX 40
REFIELD, ON. NOUZKO

RECEIVED

DEC = 3 2020

TOWN OF SHELBURNE

12:48 pm

Hand

CONNECTING LINK 2020, MAIN St. RESURFACING
CONTRACT # MZOOZS

ATT: CAREY HOLMES, AMCT, DIRECTOR OF FINANCIAL SERVICES
TENDEZ ENCLOSED: DUE DECEMBER 3, 2020, 2PM.



Bid Bond

Standard Construction Document CCDC 220 - 2002

Bond No. 7091146-20-0699

Bond Amount: \$-10%-

THE MURRAY GROUP LIMITED as Principal, hereinafter called the Principal, and Intact Insurance Company, 1100-999 W. HASTINGS ST, VANCOUVER, BRITISH-COLOMBIA V6C 2W2, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto TOWN OF SHELBURNE as Obligee, hereinafter called the Obligee, in the amount of TEN PERCENT OF THE TENDER PRICE Dollars (\$-10%-) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within SIXTY (60) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the 27th day of NOVEMBER, 2020.

SIGNED AND SEALED in the presence of:

THE MURRAY GROUP LIMITE

Principal

Intact Insurance Company

Surety SOPHORN LOEURM

ATTORNEY-IN-FACT



Agreement to Bond

(Surety's Consent)

To:

TOWN OF SHELBURNE

Should the tender of: THE MURRAY GROUP LIMITED

For:

M20028 - Town of Shelburne Connecting Links 2020 Main Street East Resurfacing

be accepted within the time period prescribed in the tender, or if no time period is specified, within sixty (60) days from the closing date of tender, and a written contract entered into, we the undersigned do hereby agree to become bound as Surety and will issue

A Performance Bond equal to 50% A Labour and Material Payment Bond equal to 50%

of the tender price guaranteeing faithful performance of said contract.

This Consent of Surety shall cease and be null and void after thirty (30) days from the award of contract.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

Tender Date: 311/ day of December, 2020

Dated: November 27, 2020

INTACT INSURANCE COMPANY

Attorney-in-Fact

(Seal)



ADDENDUM No. 1

Date:

November 24, 2020

Project No:

M20028

Project Name:

Request for Proposal: Town of Shelburne, Connecting Links 2020, Main Street East

Resurfacing

To:

All Bidders

This Addendum No. 1 consists of 73 Pages

Please make the following changes / additions to the Request for Proposal Document. Bidders are responsible to ensure that all addenda have been received. Bidders shall be required to acknowledge addenda in the space provided in Section B of the Proposal Form.

This addendum will form part of the terms, conditions and specifications outlined in the above noted Request for Proposal Contract Document. All other components of the Bid documents shall remain unchanged.

REMINDER: BIDDERS MUST IDENTIFY THIS ADDENDA IN THE SPACE PROVIDED IN SECTION B OF THE PROPOSAL FORM

CLARIFICATIONS / MODIFICATIONS / DELETIONS

- 1. Bidders shall note an error in Blake Aram's email address in the RFP document should be corrected to blake.aram@sbaengineering.com.
- 2. Bidders shall REMOVE and REPLACE Section B: Schedule of Unit Prices, in its entirety, with the attached pages.
- 3. Contractors shall note that all restoration costs associated with each item under Schedule of Unit Prices, Section C: Provisionals will be included within the bid price under each item.
- 4. Provisional Items C1, C2, C6, C7, C9, C10 and C11 related to Provisional work concerning sidewalk expansion near Townhall on Main Street East will be pending MTO review and approval. Contractors to refer to updated Special Provisions revised accordingly and attached to this Addendum.
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 - Section 01340: Shop Drawings, Product Data and Samples
- **6.** Bidders shall REMOVE AND REPLACE Section D: Special Provisions, in its entirety, with the attached pages.

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 - C1.3: Proposed Resurfacing Plan Sta 0+185 To Sta 0+390
 - C1.4: Proposed Resurfacing Plan Sta 0+390 To Sta 0+498
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QUESTIONS AND RESPONSES

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- Response 3: Item B1 has been revised in the Schedule of Unit Prices for clarity. Contractors to refer to updated Special Provisions revised accordingly and attached to this Addendum.
- Question 4: With respect to Item B8, may the Town please provide a quantified breakdown?
- Response 4: Contractors to satisfy themselves with the locations for restorations required for the replacement of roadways, curbing, asphalt, granulars, topsoil and sodding, etc. Therefore, Contractors are to price this item accordingly.

- Question 5: With respect to Item C3, typically tactile plates are tendered as per (ea). Could the Town please confirm whether the current quantity and unit of measurement is correct?
- Response 5: Contractors to refer to Schedule of Unit Prices, revised and renumbered Item C4 and drawings indicating suggested size of Tactile Plate.
- Question 6: With respect to Item C5, should the unit of measurement read (ea) and not (LS)?
- Response 6: Contractors to refer to Schedule of Unit Prices, revised and renumbered Item C6, for clarification.
- Question 7: Can the Town please confirm if we are required to include for a pre-condition survey? If so, could an item please be added?
- Response 7: A Pre-Construction Building & Property Assessment has been included in the Schedule of Unit Prices under Schedule A: Miscellaneous, Item A7. Requirements for this Item are further detailed under Special Provisions Item SP-07.
- Questions 8: Are we expected to allow for additional QA/QC testing costs outside of what has been allowed in the contingency testing allowance?
- Response 8: Contractors to refer to Schedule of Unit Prices, updated Item A6, for revised allowance concerning Material Testing.
- Question 9: Is it the Town's expectation to be receiving the asphalt grindings? Or is it the responsibility of the contractor to dispose of them?
- Response 9: The Town has first right of refusal for any material. Contractors will be advised following award.
- Question 10: Can an item for paid duty please be included in the tender?
- Response 10: Contractors shall include any costs associated with paid duty officers for traffic control requirements under Item A3: Signage, Barriers and Traffic Control Devices.
- Question 11: Is the current lights at Owen Sound & Main on a timer or loops? If they're on loops is it the Town's expectation that the contractor will be responsible to install new loops? And if so, could an item be provided?
- Response 11: The intersection at Owen Sound Street and Main Street are timer controlled, therefor installation of new loop system will not be required.

- Question 12: Could the Town please clarify what the diagonal hatching at the intersection of William and Main found on Drawing C1.2 represents?
- Response 12: Contractor to replace delineation as noted on Drawing C1.2.
- Question 13: Could clarification to Item B1 in the SUP be provided with regards to what is all included under this item?
- Response 13: Please refer to Response 3, above.
- Question 14: Clarify the note on Drawing C1.2 referring to Drawing C2.1.
- Response 14: Contractors to refer to new Drawing C2.1 attached to this Addendum.
- Question 15: Pav't marking SP-12 includes solvent paint (OPSS 1712) and thermoplastic (OPSS 1713).

 Solvent paint can't be used between May 1 and Oct 15 and thermoplastic is far more expensive. Can you get clarification?

Signature

Response 15: Contractors to refer to Section D: Special Provisions, Item SP-14 for clarification.

I have read the foregoing Addendum and have considered it in my Proposal.



ADDENDUM No. 2

Date:

November 30, 2020

Project No:

M20028

Project Name:

Request for Proposal: Town of Shelburne, Connecting Links 2020, Main Street Tast

Resurfacing

î'o:

All Bidders

This Addendum No. 2 consists of 2 Pages

Please make the following changes / additions to the Request for Proposal Document. Bidde's are responsible to ensure that all addenda have been received. Bidders shall be required to acknowledge addenda in the space provided in Section B of the Proposal Form.

This addendum will form part of the terms, conditions and specifications outlined in the above noted Request for Proposal Contract Document. All other components of the Bid documents shall remain unchanged.

****REMINDER: BIDDERS MUST IDENTIFY THIS ADDENDA IN THE SPACE PROVIDED IN SECTION B OF THE PROPOSAL FORM***

CLARIFICATIONS / MODIFICATIONS / DELETIONS

Bidders shall REMOVE and REPLACE Section B: Schedule of Unit Prices, Schedule B: Road Work, page 23, with the attached for clarification on Tack Coat item as per the Special Provisions, Item SP-11.

thave read the foregoing Addendum and have considered it in my Proposal.

Tenderer's Name

Signature

Cate

S. Burnett & Associates Limited Town of Shelburne Connecting Links 2020, Main Street East Resurfacing

Section B **Bidder Information**

2 **REQUEST FOR PROPOSAL FORM**

2.1 **Proposal Submission**

Town of Shelburne Connecting Links 2020, Main Street East Resurfacing Contract No.: M20028

Town of Shelburne To:

This Proposal is submitted by:

1,

Of

THE MURRAY GROUP LIMITED.

P.O. BOX 40, MOOREFIELD, ON, NOGZKO

5/9 · 638 · 3077 Telephone Number

(hereinafter referred to as the "Bidder")

Having carefully examined the locality and site of the proposed works, and all Contract Documents relating thereto, including the Request for Proposal Ad, Proposal Form, Specifications, Appendices, General Conditions of Contract, Schedule of Unit Prices, Standard Specifications and Drawings, Addenda ____ to inclusive, do hereby submit an offer in accordance with the Contract Documents and all location specifications, including detailed drawings as may be supplied from time to time, to furnish all materials, labour, tools, plant, matters and all things necessary within the time specified as described in the following Sections.

The undersigned agrees to accept as full payment therefore, the sums calculated in accordance with the actual measured quantities at the unit prices set forth in Schedule of Unit Prices herein.

The Bidder also agrees:

- 1. That, this Proposal is made by the Bidder without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Proposal for the same work and is in all respects fair and without collusion or fraud.
- 2. That, this offer is to continue open to acceptance until the Contract is executed by the successful Bidder or for a period of 60 days commencing from the Date of Closing of Proposals, whichever event first occurs and that the Owner may, at any time within that Period accept this Proposal whether any other Proposal has been previously accepted or not.
- 3. That the Owner may reject any or all Proposals without explanation.
- 4. That, he will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineer in accordance with the Contract.

That, the carrying out of any work referred to above or the issuance by the Engineer of a Contract Change Order relating to such work or the acceptance by the Bidder of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Engineer or any of the rights of the Owner or of the Engineer under the Contract.

- 5. That, he will complete the works within the time period allotted.
- 6. That, failure by the Contractor to complete the entire work within said time or the extended time allowed by the Engineer will give the Owner the right to collect liquidated damages including additional engineering costs as spelled out in Section 1.17.3 from the Contractor for each day thereafter until the work is completed as specified. Said liquidated damages are not a penalty, but are the agreed damages which the Owner would suffer if the work were incomplete at the end of the time proposed in this Statement, with allowed extensions of time, if any.
- 7. That, if the Bidder withdraws this Proposal before the Owner shall have considered the Proposals and awarded the Contract in respect thereof, at any time not later than 60 days after the Proposal closing date, the amount of the deposit accompanying this Proposal shall be forfeited to the Owner or the bid bond shall be enforced.
- 8. That, the awarding of the Contract by the Owner based on this Proposal, shall constitute acceptance of this Proposal.
- 9. That, if this Proposal is accepted, to furnish approved Surety Bonds for the proper fulfillment of the Contract as required and to execute the Contract documents, in triplicate, within 10

days after being notified to do so. In the event of default or failure on the part of the Bidder to do so, the Bidder agrees that the Owner shall be at liberty to retain the Proposal Deposit for the use of the Owner and to accept the next lowest or any Proposal or to advertise for new Proposals, or to carry out the works in any other way they deem best.

10. This Proposal Form comprises of:

- 2.1 Proposal Submission
- 2.2. Proposal Agreement
- 2.3. List of Proposed Subcontractors
- 2.4. Bidder's Experience in Similar Completed Work
- 2.5. Bidder's Client and Consultant References in Similar Completed Work
- 2.6. Contract Drawings
- 2.7. Schedule of Unit Prices
- 2.8. Cost Summary Schedule of Unit Prices
- 2.9. Bid Bond and Agreement to Bond

Section B Bidder Information

2.2 Proposal Agreement

That, this Proposal is submitted by:

THE MURRAY GROUP LIMITED
Firm Name

P.D. BOX 40, MODREFIELD, ON. NOGIKO

519.638.3077 .

Telephone Number

Mussay sitchie e nuvay group Ce Email Address

The Bidder solemnly declares that the several matters stated in the foregoing Proposal are in all respects true.

Signature and Seal of Bidder

President/Signature and Seal

Date of Submission

Secretary

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.3 List of Proposed Subcontractors

The General Information to Bidders requires the Bidder to list on this statement sheet the name of each proposed subcontractor. Listed hereunder are the names of all subcontractors, concrete ready-mix supplier, precast concrete supplier, building material supplier, etc., as applicable whom the Bidder proposes to use:

Sub-Trade	Proposed Subcontractor	Address	Approximate Value of Sublet Work
CONCRETE	C+ 6 Connete	100 SI/K Drive. Slephume Out.	180,000
TACK COAT.	MSO CONSTRUCTION		5,000.00
Geo Guid.	MACCAFERRI	CAMBRIDGE DAT.	2006.00
	02A wapertims	HAMICTON ONT.	12,000.00.
survey.			

2.4 Bidder's Experience in Similar Completed Work

Location	Owner's Engineer	Description of Contract	Completion Date	Value (\$)
MTO HWY 89.	MTO KAZI AHMED	milling + paving	Oct. 2020	# 2,700,000.
MTO HWY 6	MTO, MIHL ENG. JESSE GREWAL	Culverts, CIPR, GRANNIAZ, POVING.	JUNE 2021	\$ 4,062,000.00
CENTRE WELLINGO	TRITON ENG. D. DONALDSON	Pulnerize, Atlling	August 2020	\$ 1,200,000.
Grey County	GREY CTY	Pulverize, bown. bracking. Paving	Sept. 2020	\$ 2,095,000.00

2.5 Bidder's Client and Consultant References in Similar Completed Work (Minimum 3 References Required)

Project	Completion Date	Owner	Consultant	Contact Information
MTO HWY 89	OCT. 2020	MTO	MTO KAZI Ahmer.	KAZI. AHMED O entamo . ca
NO HWY 4	June 2021	MTO	KIHL ENG.	JUZEWALE KIHL-CK
Coutre Welling	for August 2020	Centre wellington	Triton Eng.	DONALDSON @ TRITONENG. ON

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.6 Contract Drawings

The work to be done under this Contract is shown on the following drawings:

COVER PAGE

C0.1	DRAWING INDEX & GENERAL NOTES
C1.1 C1.2 C1.3	KEY PLAN PROPOSED RESURFACING PLAN STA 0+000 TO STA 0+185 PROPOSED RESURFACING PLAN STA 0+185 TO STA 0+390
C1.4	PROPOSED RESURFACING PLAN STA 0+390 TO STA 0+498 PROPOSED SIDEWALK & CATCHBASIN PLAN (PROVISIONAL) (TBA)
C2.1 C5.1	STANDARD DETAILS

These drawings are the Contract Drawings and are made a part of this Contract. Additional drawings showing details in accordance with which the work is to be constructed may be furnished from time to time by the Engineer, if found necessary, to supplement or supersede the drawings hereto attached and such additional drawings shall thereupon become a part of this Contract.

The Contractor shall be governed by the figured dimensions, as given on the drawings.

Where required dimensions are not shown in figures, the Contractor shall obtain the said dimensions from the Engineer before proceeding with the construction of the portion of the work to which they refer.

In every case, detailed drawings shall take precedence over general drawings. In no instance shall dimensions be scaled from drawings. Sets of these Contract Drawings may be obtained from the Engineer by the Contractor on request.

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.7 Schedule of Unit Prices

1. Where alternative materials are specified, the Contractor shall tender a Unit Price for each alternative, but shall extend only the lowest unit price.

cu.m	Denotes	Cubic Metre (1,000 litres)
m(v)	Denotes	Vertical Metre
m(l)	Denotes	Linear Metre
LS	Denotes	Lump Sum
EA	Denotes	Each
sq.m	Denotes	Square Metre
CSP	Denotes	Corrugated Steel Pipe
t	Denotes	Tonne (2,204.6 lbs)
cu.m(c)	Denotes	Compacted Cubic Metres
ha	Denotes	Hectare
hrs	Denotes	Hours

S. Burnett & Associates Limited

Project No. M20028

Page No. ²²

Addendum No. 1

Contractor: THE MURRAY GROUP WIMITED. Page No. 22
Address: P.O. Box 40, Moonefield, DN. NOGZKO

Contract Title:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE A - Miscellaneous

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
A 1	Mobilization / Demobilization	1.00	LS	11,092.80	11,092.80 3083.60 29370.05
A2	Insurance & Bonding Requirements	1 00	LS	3083.60	3083.60
А3	Supply, Erect & Maintain Signage, Barriers and Traffic Control Devices, and Requirements for Paid Duty Officers, etc.	1 00	LS	29370.05	29370.05
A 4	Utility Locates & Construction Layout	1.00	LS	6895.70	6895. ⁷⁰
A 5	Environmental Protection / Mitigation Measures	1.00	LS	6622.75	6895. ⁷⁰
A 6	Material Testing Allowance	1.00		64 000 00	\$4,000.00
A7	Pre-Construction Building & Property Assessment	1.00	LS	3699.80	3699.80
					7
				SUBTOTAL	64764.70

S. Burnett & Associates Limited

Project No. M20028

Contractor: THE MURRAY 6200 P Chui 700. Page No. 23
Addendum No. 2
Address: P.O. Box 40, Moonefield, Opt. NOW 2160

Contract Title:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE B - Road Works

TEM	DESCRIPTION	CONTRACT	UNIT	UNIT PRICE	CONTRACT
NO.		MOMENTA	COLUMN TRANSPORTE		A STATE OF THE RESIDENCE OF THE PARTY OF THE
24	Removal and Reinstallation of Flexible Plastic Markers. Note: Reinstallation Only If Provisionals not approved. Removal and Disposal of Existing Granular Material, Bouleverd Topsoil- Material, Congrete Sidowalk, Asphalt, Flexible Plastic Markers, etc.	1.00	LS	5311.05	5311.05
B 2	Milling Roadway including All Intersection End Treatment (60mm-0mm tapers, typ.)	8,150, 00	Sq.m.	5.40	33,2/0.00
B3	Removal and Replacement of Existing Catchbasin Lids including Riser Section Adjustment Rings, Parging etc., as per OPSD 400 010	14 00	ea	1295.80	18141.20
84	Reset to Grade - Existing Catchbasins, Watermain Valve Boxes, Curbstops, Paving Stones, (Includes Frame & Gate, Removal and Reset as Required at Finish Grade of Asphalt)	10.00	es	735.50	7355.00
€5	Removal and Replacement of Existing Concrete Curbing OPSD 600 010	725.00	m(l)	7001	130,717.50
86	Supply, Place and Compact Hot Mix Superpave 12.5 FC2 Asphalt (60 mm depth)	6,150 OC	Sq m	A - 1	129,150.00
E7	Permanent Pavement Markings – Line Painting Spaces Delineation	1 00	LS	1	18,724.49
Б8	Restoration of Existing Disturbed Areas Including: Granulars, Asphalt, Topsoil & Sodding, etc	1 00	LS	49 122.03	49,122.03
\$ 9	Locate & Expose Existing Manhole Structure Within Roadway and Supply & Install Manhole Lid c/w Modulok Sections, etc., to Surface Elevation. (Refer to Drawing C5.2)	1.00	LS	1649.65	1649.65
B10	Tack Coat	8,150.00	Sq.m	. 85	5227.50
		determination array	erni kindi il e maren	SUBTOTAL:	398 608.42

S. Burnett & Associates Limited

Project No. M20028

Page No. 24

Contractor: THE MUINAY GROUP WINITED Page No. 24
Addendum
Address: P.O. BOX 40, Moonefield, ON, NOGZIKO

Addendum No. 1

Contract Title:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE C - Provisional Work

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
	PROVISIONAL WORK:				
C1	Removal of Existing Asphalt, Concrete Sidewalk, and Boulevard Topsoil and Sod, etc.	200.00	Sq.m.	40.55	8110.00
C2	Concrete Sidewalk Sections, 125mm depth, OPSD 310,020, - Includes All Associated Costs for Supply & Installation, etc.	190.00	Sq.m.		17, //9.00
С3	New Concrete Required for Installation of Tactile Warning Plates Sidewalk Sections, 125mm depth, OPSD 310.020, - Includes All Associated Costs for Supply & Installation, etc.	90.00	Sq.m	165.60	14,904.
C4	Supply and Installation of New Tactile Warning Plates at Designated Intersections	25.00	Sq.m	828.80	20,720.00
C5	Supply and Installation of Geogrid - Asphalt Pavement Reinforcement Membrane within the Intersection	260.00	Sq.m	10.45	
C6	Supply and Installation of New Catchbasin OPSD 705.010 including All Associated Costs (ie: Granular, Modulocks, Parging, Frame and Grate, Restoration, etc.)	1.00	ea	6439.20	6439. ²⁰
C7	Supply, Installation and Connection of 300mm dia PVC SDR 35 Lead to Existing Catchbasin	5.00	m(l)	126.00	630.00
C8	Removal and Replacement of Existing 200mm dia Watermain Isolation Valve & Box	1.00	ea		13,717.44
C9	Removal and Reinstallation of Existing Signage, Refer to Drawing C2.1	2.00	ea	485.20	970.40 1295.80
C10	Removal of Existing Catchbasin Cover, Supply & Install New Manhole Cover on Existing Catch Basin, Including Riser Section, Moduloks, Parging, etc. OPSD 401.010 (Closed - Type A)	1.00	ea		
C11	Supply & Place Topsoil & Sod Within Boulevard Section PXO Crossing, Refer to Drawing C2.1 (15 Sq.m)	1.00	LS	1422.85	1422.85
C12	Concrete Interlocking Paving Stone:				12 2 W
a)	Option 1: Removal, Powerwash & Resetting of Existing Paving Stone within Boulevard Area, (additional beyond 0.3 metres from back of curb outside of curb restoration area)	375.00	Sq.m		69,375. ^w
b)	<u>Option 2:</u> Removal of Existing Paving Stone and Supply & Installation of New Concrete Interlocking Paving Stone within Boulevard Area	450.00	Sq.m	220.00	99,000.
				SUBTOTAL:	256,420.47

2.8 **Cost Summary Schedule of Unit Prices**

COST SUMMARY SCHEDULE OF UNIT PRICES

Project No: M20028

Section B

Contractor: THE MUMBAY GOUD LINITED

Address: P.O. BOX 40 Mornefield Out NOC 2KD

Contract Title:

Town of Shelburne, Connecting Links 2020, Main Street East Resurfacing

DESCRIPTION	CONTRACT TOTAL	
SCHEDULE A – Miscellaneous	\$ 64, 764.	
SCHEDULE B – Road Works	\$ 398,608. ⁴²	
SCHEDULE C – Provisional Work	\$ 256,420.6	

SUBTOTAL: \$ 7/9 793.8/ HST 13%: \$ 93,573.20 TOTAL: \$ 8/3,367.0/

Estimated Cost of Material to be incorporated in the work:

Estimated Cost of Labour and all Other Charges:

Total (Must Equal Total Proposal Price):

\$ 364,015.15 \$ 447,351.85 \$ 813,367.01

A certified cheque or Bid Bond for the sum of:

(Minimum of \$)

\$ 81,336.70 is enclosed.

S. Burnett & Associates Limited Section B Town of Shelburne **Bidder Information** Connecting Links 2020, Main Street East Resurfacing

2.9 **Bid Bond and Agreement to Bond**

(EXAMPLE)

BID BOND
\$
No.
KNOW ALL MEN BY THESE PRESENTS, that
as Principal, hereinafter called Principal, and
as Surety, hereinafter called Surety, are held and firmly bound unto
as Obligee, hereinafter called Obligee, in the full and just sum of Dollars (\$)
lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.
SIGNED, SEALED AND DATED this day of, 20
WHEREAS, the Principal has submitted a written Proposal to the Obligee, dated the day o, 20 for
, 20101
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall have the said
Proposal accepted within sixty days from the closing date of the Proposal call and shall enter into
a contract with the Obligee and furnish a Performance Bond and a Labour and Material Paymen
Bond each in the amount of 100% of the contract and satisfactory to the Obligee or othe
acceptable security, then this obligation shall be void, otherwise to remain in full force and effect
PROVIDED, HOWEVER, that the Surety shall not be (a) liable for a greater sum than the specified
penalty of this bond nor (b) liable for a greater sum than the difference between the amount o
the Principal's Proposal and the amount of the Proposal that is accepted by the Obligee nor (c
subject to any suit or action unless such suit or action is instituted and process therefor served
upon the Surety at its Head Office in Canada, within twelve months from the date of this bond.
IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Suret
has caused these presents to be sealed with its corporate seal duly attested by the signature o
its authorized signing authority, the day and year first above written.
Name of Contracting Company (Co. Seal) Name of Bonding Company (Co. Seal)
Signature Signature

Section B Bidder Information

(EXAMPLE)

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for

in a Performance Bond in an amount equal to 100% of the total Proposal price and a Payment Bond an amount equal to 100% of the Contract amount, and conforming to the instruments of Contra attached hereto, for the full and due performance of the works shown as described herein if the Propose for is accepted by the Owner.		
	ove mentioned Proposal is accepted, application for a eted with the undersigned within fifteen (15) days of wise this Agreement shall be null and void.	
DATED this day of, 20	0	
Name of Contracting Company	Name of Bonding Company	
for Contracting Co. (Seal)	Signature of Authorized Person Signing for Bonding Company (Seal)	
Position	Position	

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

3 Ontario Provincial Standards (OPS)

Appendix B-3

Cox Construction Ltd.

S. Burnett & Associates Limited Section B
Town of Shelburne Bidder Information
Connecting Links 2020, Main Street East Resurfacing

2 REQUEST FOR PROPOSAL FORM

2.1 Proposal Submission

Town of Shelburne
Connecting Links 2020, Main Street East Resurfacing
Contract No.: M20028

To: Town of Shelburne

This Proposal is submitted by:

١,

Of

Firm Name

P.O. Box 477,965 967K RD

Address GUERH, GINT, NIHGKS

SIGN-824-6570

Telephone Number

DI Crampton C Coxconstruction, C

Email Address

REGAN A COX

Authorized Agent

Cox Construction Company Represented
(hereinafter referred to as the "Bidder")

Having carefully examined the locality and site of the proposed works, and all Contract Documents relating thereto, including the Request for Proposal Ad, Proposal Form, Specifications, Appendices, General Conditions of Contract, Schedule of Unit Prices, Standard Specifications and Drawings, Addenda to inclusive, do hereby submit an offer in accordance with the Contract Documents and all location specifications, including detailed drawings as may be supplied from time to time, to furnish all materials, labour, tools, plant, matters and all things necessary within the time specified as described in the following Sections.

The undersigned agrees to accept as full payment therefore, the sums calculated in accordance with the actual measured quantities at the unit prices set forth in Schedule of Unit Prices herein.

The Bidder also agrees:

- 1. That, this Proposal is made by the Bidder without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Proposal for the same work and is in all respects fair and without collusion or fraud.
- 2. That, this offer is to continue open to acceptance until the Contract is executed by the successful Bidder or for a period of 60 days commencing from the Date of Closing of Proposals, whichever event first occurs and that the Owner may, at any time within that Period accept this Proposal whether any other Proposal has been previously accepted or not.
- 3. That the Owner may reject any or all Proposals without explanation.
- 4. That, he will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineer in accordance with the Contract.

That, the carrying out of any work referred to above or the issuance by the Engineer of a Contract Change Order relating to such work or the acceptance by the Bidder of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Engineer or any of the rights of the Owner or of the Engineer under the Contract.

- 5. That, he will complete the works within the time period allotted.
- 6. That, failure by the Contractor to complete the entire work within said time or the extended time allowed by the Engineer will give the Owner the right to collect liquidated damages including additional engineering costs as spelled out in Section 1.17.3 from the Contractor for each day thereafter until the work is completed as specified. Said liquidated damages are not a penalty, but are the agreed damages which the Owner would suffer if the work were incomplete at the end of the time proposed in this Statement, with allowed extensions of time, if any.
- 7. That, if the Bidder withdraws this Proposal before the Owner shall have considered the Proposals and awarded the Contract in respect thereof, at any time not later than 60 days after the Proposal closing date, the amount of the deposit accompanying this Proposal shall be forfeited to the Owner or the bid bond shall be enforced.
- 8. That, the awarding of the Contract by the Owner based on this Proposal, shall constitute acceptance of this Proposal.
- 9. That, if this Proposal is accepted, to furnish approved Surety Bonds for the proper fulfillment of the Contract as required and to execute the Contract documents, in triplicate, within 10

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

days after being notified to do so. In the event of default or failure on the part of the Bidder to do so, the Bidder agrees that the Owner shall be at liberty to retain the Proposal Deposit for the use of the Owner and to accept the next lowest or any Proposal or to advertise for new Proposals, or to carry out the works in any other way they deem best.

10. This Proposal Form comprises of:

- 2.1 Proposal Submission
- 2.2. Proposal Agreement
- 2.3. List of Proposed Subcontractors
- 2.4. Bidder's Experience in Similar Completed Work
- 2.5. Bidder's Client and Consultant References in Similar Completed Work
- 2.6. Contract Drawings
- 2.7. Schedule of Unit Prices
- 2.8. Cost Summary Schedule of Unit Prices
- 2.9. Bid Bond and Agreement to Bond

S. Burnett & Associates Limited Town of Shelburne Connecting Links 2020, Main Street East Resurfacing

Section B **Bidder Information**

2.2 **Proposal Agreement**

That, this Proposal is submitted by:

The Bidder solemnly declares that the several matters stated in the foregoing Proposal are in all respects true.

> REGAN ACOY Signature and Seal of Bidder

President/Signature and Seal

Secretary within

Date of Submission

Duncor, C&G Concrete, and Rotomill

ĺ	S. Burnett & Associates Limited	Section B
	Town of Shelburne	Bidder Information
	Connecting Links 2020, Main Street East Resurfacing	

2.3 List of Proposed Subcontractors

The General Information to Bidders requires the Bidder to list on this statement sheet the name of each proposed subcontractor. Listed hereunder are the names of all subcontractors, concrete ready-mix supplier, precast concrete supplier, building material supplier, etc., as applicable whom the Bidder proposes to use:

Sub-Trade	Proposed Subcontractor	Address	Approximate Value of Sublet Work
Tack Coat	Duncor Enterprises Inc.	101 Big Bay Point Rd, Barrie, ON L4N 8M5	\$7,500.00
Concrete Work	C&G Concrete	100 Silk Dr Shelburne ON, L0N 1S1	\$100,000.00
Milling	ROTO-MILL Inc	560 Riddell Rd, Orangeville ON L9W 5H3	\$35,000.00

2.4 Bidder's Experience in Similar Completed Work

Location	Owner's Engineer	Description of Contract	Completion Date	Value (\$)
Hwy 9 Harriston to Clifford	Ministry of Transportation	Road Reconstruction	20-Nov-19	\$6,026,000.00
Hwy 7 at Perth Line 26	Ministry of Transportation	Intersection/Round 6about Construction	16-Aug-13	\$2,359,392.44
Dufferin County Roads 17 and 21	Dufferin County	Road Reconstruction	31-Aug-19	\$3,072,684.94
County of Wellington Road 51	MTE Consultants Inc.	Reconstruction of Rd 51 from Hwy 6 to Elora Rd	1-Nov-19	\$2,819,309.60

2.5 Bidder's Client and Consultant References in Similar Completed Work (Minimum 3 References Required)

Project	Completion Date	Owner	Consultant	Contact Information
MTO2018-3005	20-Nov-19	Ministry of Transportation	Ministry of Transportation	Fred Hemslock 519-372-4043
MTO2018-3009	16-Aug-13	Ministry of Transportation	Ministry of Transportation	Tom Herbert 519-318-3764
PW19-01	31-Aug-19	Dufferin County	Dufferin County	Mike Hooper 519-941-2816 Ext. 2604
CW2018-031	1-Nov-19	County of Wellington	Wellington County	Joe de Koning 1-519-400-4819

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.6 Contract Drawings

The work to be done under this Contract is shown on the following drawings:

COVER PAGE

C0.1	DRAWING INDEX & GENERAL NOTES
C1.1	KEY PLAN
C1.2	PROPOSED RESURFACING PLAN STA 0+000 TO STA 0+185
C1.3	PROPOSED RESURFACING PLAN STA 0+185 TO STA 0+390
C1.4	PROPOSED RESURFACING PLAN STA 0+390 TO STA 0+498
C2.1	PROPOSED SIDEWALK & CATCHBASIN PLAN (PROVISIONAL) (TBA)
C5.1	STANDARD DETAILS

These drawings are the Contract Drawings and are made a part of this Contract. Additional drawings showing details in accordance with which the work is to be constructed may be furnished from time to time by the Engineer, if found necessary, to supplement or supersede the drawings hereto attached and such additional drawings shall thereupon become a part of this Contract.

The Contractor shall be governed by the figured dimensions, as given on the drawings.

Where required dimensions are not shown in figures, the Contractor shall obtain the said dimensions from the Engineer before proceeding with the construction of the portion of the work to which they refer.

In every case, detailed drawings shall take precedence over general drawings. In no instance shall dimensions be scaled from drawings. Sets of these Contract Drawings may be obtained from the Engineer by the Contractor on request.

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.7 Schedule of Unit Prices

1. Where alternative materials are specified, the Contractor shall tender a Unit Price for each alternative, but shall extend only the lowest unit price.

2.

cu.m	Denotes	Cubic Metre (1,000 litres)
m(v)	Denotes	Vertical Metre
m(l)	Denotes	Linear Metre
LS	Denotes	Lump Sum
EA	Denotes	Each
sq.m	Denotes	Square Metre
CSP	Denotes	Corrugated Steel Pipe
t	Denotes	Tonne (2,204.6 lbs)
cu.m(c)	Denotes	Compacted Cubic Metres
ha	Denotes	Hectare
hrs	Denotes	Hours

S. Burnett & Associates Limited

Project No. M20028

Page No. 22

Addendum No. 1

Contractor:

Address:

Contract Title:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE A - Miscellaneous

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
A1	Mobilization / Demobilization	1.00	LS	8,500,00	8,500,00
A2	Insurance & Bonding Requirements	1.00	LS	10,400,00	
А3	Supply, Erect & Maintain Signage, Barriers and Traffic Control Devices, and Requirements for Paid Duty Officers, etc.	1.00	LS	75,320,00	75,320.00
A4	Utility Locates & Construction Layout	1.00	LS	5,500,00	5,500.00 2,500.00
A5	Environmental Protection / Mitigation Measures	1,00	LS	2,500,00	2,500,00
A6	Material Testing Allowance	1.00	LS	\$4,000.00	\$4,000.00
A7	Pre-Construction Building & Property Assessment	1,00	LS	9,500,00	9,500,00
				SUBTOTAL:	115, 720.00

S. Burnett & Associates Limited

Project No. M20028

Page No. 23

Addendum No. 2

Contractor: Address:

Contract Title:

Town of Shelburne. Connecting Links, Main St E Resurfacing

SCHEDULE B - Road Works

NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
81	Removal and Reinstallation of Flexible Plastic Markers. Note: Reinstallation Only If Provisionals not approved. Removal and Disposal of Existing-Granular-Malerial, Boulevard-Topsoil- Material, Concrete-Sidewalk, Asphall, Flexible Plastic Markers, etc.	1.00	LS	6,500,00	6,500.00
132	Milling – Roadway including All Intersection End Treatment (60mm-0mm tapers, typ.)	6,150.00	Sq m.	6.81	41,881,50
133	Removal and Replacement of Existing Catchbasin Lids including Riser Section Adjustment Rings, Parging, etc., as per OPSD 400.010	14.00	ca	1,374.87	19,248.18
134	Reset to Grade - Existing Catchbasins, Watermain Valve Boxes, Curbstops, Paving Stones, (Includes Frame & Gate, Removal and Reset as Required at Finish Grade of Asphalt)	10.00	ca	840. ¹²	8,401.20
B5	Removal and Replacement of Existing Concrete Curbing, OPSD 600.010	725.00	m(I)	169.67	123,010,75
136	Supply, Place and Compact Hot Mix Superpave 12,5 FC2 Asphalt (60 mm depth)	6,150,00	Sq.m	34.39	211,498,50
137	Permanent Pavement Markings – Line Painting Spaces Delineation	1 00 1	s	13,500.4	13,500.00
138	Restoration of Existing Disturbed Areas Including Granulars, Asphalt, Topsoil & Sodding, etc.	1.00 (.s	37,500,00	37,500.00
B9	Locate & Expose Existing Manhole Structure Within Roadway and Supply & Install Manhole Lid c/w Modulok Sections, etc., to Surface Elevation. (Refer to Drawing C5.2)	1.00 [-S	1,546 =	1546.41
B10	Tack Coat	6,150.00 S	Sq.m	0.65	3,997,50
			-	SUBTOTAL:	467,084.04

S. Burnett & Associates Limited

Project No. M20028

Page No. 24

Addendum No. 1

Contractor:

Contract Title:

Address:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE C - Provisional Work

TEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
	PROVISIONAL WORK:	7.70			
C1	Removal of Existing Asphalt, Concrete Sidewalk, and Boulevard Topsoil and Sod, etc.	200.00	Sq.m.	41.64	8,328,0
C2	Concrete Sidewalk Sections, 125mm depth, OPSD 310.020, - Includes All Associated Costs for Supply & Installation, etc.	190.00	Sq.m.	90,73	17,238,70
C3	New Concrete Required for Installation of Tactile Warning Plates Sidewalk Sections, 125mm depth, OPSD 310.020, - Includes All Associated Costs for Supply & Installation, etc.	90.00	Sq.m	167.34	15,060.6
C4	Supply and Installation of New Tactile Warning Plates at Designated Intersections	25.00	Sq.m	687.51	17,187,75
C5	Supply and Installation of Geogrid - Asphalt Pavement Reinforcement Membrane within the Intersection	260.00	Sq.m.	35.00	9,100.00
C6	Supply and Installation of New Catchbasin OPSD 705.010 including All Associated Costs (ie: Granular, Modulocks, Parging, Frame and Grate, Restoration, etc.)	1.00	ea	12,600.00	12,600.00
C7	Supply, Installation and Connection of 300mm dia. PVC SDR 35 Lead to Existing Catchbasin	5.00	m(l)	350.00	1,750.
C8	Removal and Replacement of Existing 200mm dia. Watermain Isolation Valve & Box	1.00	ea	12,500	12,500.0
C9	Removal and Reinstallation of Existing Signage, Refer to Drawing C2.1	2.00	ea	550°	1,100,00
C10	Removal of Existing Catchbasin Cover, Supply & Install New Manhole Cover on Existing Catch Basin, Including Riser Section, Moduloks, Parging, etc. OPSD 401.010 (Closed - Type A)	1.00	ea	(३७४- ^{६)}	1,374.8
C11	Supply & Place Topsoil & Sod Within Boulevard Section PXO Crossing, Refer to Drawing C2.1 (15 Sq.m)	1.00	LS	2,000 00	2,000.00
C12	Concrete Interlocking Paving Stone:			12.00	
a)	Option 1: Removal, Powerwash & Resetting of Existing Paving Stone within Boulevard Area, (additional beyond 0.3 metres from back of curb outside of curb restoration area)	375.00	Sq.m	150.00	56,250.0
b)	Option 2: Removal of Existing Paving Stone and Supply & Installation of New Concrete Interlocking Paving Stone within Boulevard Area	450.00	Sq.m	150.00	67,500
100	JP_Add#1_FINAL_24Nov20.xlsm		_	SUBTOTAL:	221,989.9

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.8 Cost Summary Schedule of Unit Prices

COST SUMMARY SCHEDULE OF UNIT PRICES

S. Burnett & Associates Limited

Project No: M20028

Contractor:

Address:

Contract Title:

Town of Shelburne, Connecting Links 2020, Main Street East Resurfacing

DESCRIPTION	CONTRACT TOTAL		
SCHEDULE A – Miscellaneous	\$ 115:720.00		
SCHEDULE B – Road Works	\$467,084,09		
SCHEDULE C – Provisional Work	\$ 221,989,92		

SUBTOTAL: \$ 804,793.96

HST 13%: \$ 104,623.21

TOTAL: \$ 909,417,17

Estimated Cost of Material to be incorporated in the work:

Estimated Cost of Labour and all Other Charges:

Total (Must Equal Total Proposal Price):

\$ 321,917.20 \$ 482,876.76

A certified cheque or Bid Bond for the sum of:

(Minimum of \$)

\$ 100/0F is enclosed.

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.9 Bid Bond and Agreement to Bond

	(EXAMPLE) BID BOND \$		
	•		
V ALL MEN BY THESE PRESENTS, that			
as Principal, hereinafter called Princip	oal, and		
as Surety, hereinafter called Surety, a	re held and firmly bour	nd unto	
as Obligee, hereinafter called Obligee	, in the full and just sur	n of	_ Dollars (\$)
lawful money of Canada, for the payn	nent of which sum, wel	I and truly to be made	de, the Principal
and the Surety bind themselves, their		nistrators, successo	rs and assigns,
jointly and severally, firmly by these p	oresents.		
SIGNED, SEALED AND DATED this	day of	, 20	·
WHEREAS, the Principal has submitted	d a written Proposal to	the Obligee, dated	the day of
, 20 for			
NOW, THEREFORE, the condition of the	nis obligation is such th	at if the Principal sh	nall have the said
Proposal accepted within sixty days fr	-	•	
a contract with the Obligee and furnis	-	•	
Bond each in the amount of 100%			
acceptable security, then this obligation			
PROVIDED, HOWEVER, that the Surety	•	_	· ·
penalty of this bond nor (b) liable for	=		
the Principal's Proposal and the amor	•	-	-
subject to any suit or action unless su		· ·	
upon the Surety at its Head Office in C	lanada, within twelve r	nonths from the dat	e of this bond.
IN TESTIMONY WHEREOF, the Principa	al has hereto set its har	nd and affixed its sea	al. and the Surety
has caused these presents to be seale			•
its authorized signing authority, the da	·		
5 6	, , , , , , , , , , , , , , , , , , , ,		
Name of Contracting Comment (Co. C	Name of the state	of Dending Comment	·/Co. Sool)
Name of Contracting Company (Co. S	searj Name (of Bonding Company	y (Co. Seal)
Signature	Signatu	ıre	

X see attached digital bond

S. Burnett & Associates Limited Town of Shelburne Connecting Links 2020, Main Street East Resurfacing

Section B Bidder Information

(EXAMPLE)

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound in a Performance Bond in an amount equal to 100% of an amount equal to 100% of the Contract amount, attached hereto, for the full and due performance of the for	of the total Proposal price and a Payment Bond in and conforming to the instruments of Contract ne works shown as described herein if the Proposal
It is a condition of this Agreement that if the above referormance and Payment Bond must be completed acceptance of the Proposal related thereto, otherwise	with the undersigned within fifteen (15) days of
DATED this day of, 20	
Name of Contracting Company	Name of Bonding Company
for Contracting Co. (Seal)	Signature of Authorized Person Signing for Bonding Company (Seal)
Position	Position
attached	digital bond

See allac

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

3 Ontario Provincial Standards (OPS)



ADDENDUM No. 1

Date: November 24, 2020 Project No: M20028

Project Name: Request for Proposal: Town of Shelburne, Connecting Links 2020, Main Street East

Resurfacing

To: All Bidders

This Addendum No. 1 consists of 73 Pages

Please make the following changes / additions to the Request for Proposal Document. Bidders are responsible to ensure that all addenda have been received. Bidders shall be required to acknowledge addenda in the space provided in Section B of the Proposal Form.

This addendum will form part of the terms, conditions and specifications outlined in the above noted Request for Proposal Contract Document. All other components of the Bid documents shall remain unchanged.

REMINDER: BIDDERS MUST IDENTIFY THIS ADDENDA IN THE SPACE PROVIDED IN SECTION B OF THE PROPOSAL FORM

CLARIFICATIONS / MODIFICATIONS / DELETIONS

- Bidders shall note an error in Blake Aram's email address in the RFP document should be corrected to <u>blake.aram@sbaengineering.com</u>.
- Bidders shall REMOVE and REPLACE Section B: Schedule of Unit Prices, in its entirety, with the attached pages.
- Contractors shall note that all restoration costs associated with each item under Schedule of Unit Prices, Section C: Provisionals will be included within the bid price under each item.
- 4. Provisional Items C1, C2, C6, C7, C9, C10 and C11 related to Provisional work concerning sidewalk expansion near Townhall on Main Street East will be pending MTO review and approval. Contractors to refer to updated Special Provisions revised accordingly and attached to this Addendum.
- 5. Bidders shall REMOVE AND REPLACE the following Specifications, in their entirety, from Section C: Specifications with the attached:
 - Section 01340: Shop Drawings, Product Data and Samples
- Bidders shall REMOVE AND REPLACE Section D: Special Provisions, in its entirety, with the attached pages.

- Bidders shall ADD to the Request for Proposal documents, Section F: Soils Information, Geotechnical Investigation from Peto MacCallum Ltd., dated November 2020, attached.
- 8. Bidders shall REMOVE and REPLACE the following drawings, attached:
 - Cover Page
 - CO.1: Drawing Index & General Notes
 - C1.1: Key Plan
 - C1.2: Proposed Resurfacing Plan Sta 0+000 To Sta 0+185
 - C1.3: Proposed Resurfacing Plan Sta 0+185 To Sta 0+390
 - C1.4: Proposed Resurfacing Plan Sta 0+390 To Sta 0+498
 - C5.1: Standard Details
- 9. Bidders shall ADD the following drawings, attached:
 - Drawing C2.1: Proposed Sidewalk & Catchbasin Plan (Provisional)
 - Drawing C5.2: Standard Details

QUESTIONS AND RESPONSES

- Question 1: Please confirm if we are required to provide a hardcopy submission along with the emailed submission?
- Response 1: As per Section B: Bidder Information, Item 1.4: Delivering and Closing of Request for Proposal, a hard copy of the complete RFP Form package (including certified cheque or bid bond) to the offices of the Town of Shelburne is required within 48 hours of closing date and time.
- Question 2: With respect to the liquidated damages, could a value be quantified for the additional costs that may be added to the already specified \$500/day fee?
- Response 2: Contractors to refer to requirements of Liquidated Damages in Section B: Section 1.17.3.

 Contractors will be advised of the additional costs in addition to the specified daily fees as indicated in the Contract documents.
- Question 3: With respect to Item B1, may the Town please provide a quantified breakdown?
- Response 3: Item B1 has been revised in the Schedule of Unit Prices for clarity. Contractors to refer to updated Special Provisions revised accordingly and attached to this Addendum.
- Question 4: With respect to Item B8, may the Town please provide a quantified breakdown?
- Response 4: Contractors to satisfy themselves with the locations for restorations required for the replacement of roadways, curbing, asphalt, granulars, topsoil and sodding, etc. Therefore, Contractors are to price this item accordingly.

- Question 5: With respect to Item C3, typically tactile plates are tendered as per (ea). Could the Town please confirm whether the current quantity and unit of measurement is correct?
- Response 5: Contractors to refer to Schedule of Unit Prices, revised and renumbered Item C4 and drawings indicating suggested size of Tactile Plate.
- Question 6: With respect to Item C5, should the unit of measurement read (ea) and not (LS)?
- Response 6: Contractors to refer to Schedule of Unit Prices, revised and renumbered Item C6, for clarification.
- Question 7: Can the Town please confirm if we are required to include for a pre-condition survey? If so, could an item please be added?
- Response 7: A Pre-Construction Building & Property Assessment has been included in the Schedule of Unit Prices under Schedule A: Miscellaneous, Item A7. Requirements for this Item are further detailed under Special Provisions Item SP-07.
- Questions 8: Are we expected to allow for additional QA/QC testing costs outside of what has been allowed in the contingency testing allowance?
- Response 8: Contractors to refer to Schedule of Unit Prices, updated Item A6, for revised allowance concerning Material Testing.
- Question 9: Is it the Town's expectation to be receiving the asphalt grindings? Or is it the responsibility of the contractor to dispose of them?
- Response 9: The Town has first right of refusal for any material. Contractors will be advised following award.
- Question 10: Can an item for paid duty please be included in the tender?
- Response 10: Contractors shall include any costs associated with paid duty officers for traffic control requirements under Item A3: Signage, Barriers and Traffic Control Devices.
- Question 11: Is the current lights at Owen Sound & Main on a timer or loops? If they're on loops is it the Town's expectation that the contractor will be responsible to install new loops? And if so, could an item be provided?
- Response 11: The intersection at Owen Sound Street and Main Street are timer controlled, therefor installation of new loop system will not be required.

- Question 12: Could the Town please clarify what the diagonal hatching at the intersection of William and Main found on Drawing C1.2 represents?
- Response 12: Contractor to replace delineation as noted on Drawing C1.2.
- Question 13: Could clarification to Item B1 in the SUP be provided with regards to what is all included under this item?
- Response 13: Please refer to Response 3, above.
- Question 14: Clarify the note on Drawing C1.2 referring to Drawing C2.1.
- Response 14: Contractors to refer to new Drawing C2.1 attached to this Addendum.
- Question 15: Pav't marking SP-12 includes solvent paint (OPSS 1712) and thermoplastic (OPSS 1713).

 Solvent paint can't be used between May 1 and Oct 15 and thermoplastic is far more expensive. Can you get clarification?
- Response 15: Contractors to refer to Section D: Special Provisions, Item SP-14 for clarification.

I have read the foregoing Addendum and have considered it in my Proposal.

Signature

Date



ADDENDUM No. 2

Inches and					
Da	te:	November 30, 2020	Proj	ect No:	M20028
Pro	oject Name:	Request for Proposa Resurfacing	l: Town of Shelbu	rne, Con	necting Links 2020, Main Street East
To:	:	All Bidders			
Thi	is Addendum N	lo. 2 consists of 2 Page	<u>?</u> \$		
resp	onsible to ens		nave been receiv	ed. Bidd	for Proposal Document. Bidders ar ers shall be required to acknowledg
Requ		· ·			fications outlined in the above note s of the Bid documents shall remai
	REMINDER: BIC POSAL FORM*		THIS ADDENDA I	N THE SF	PACE PROVIDED IN SECTION B OF THE
CLAF	RIFICATIONS /	MODIFICATIONS / DEL	ETIONS		
1.		ith the attached for			f Unit Prices, Schedule B: Road Work t item as per the Special Provisions
I hav	e read the fore	going Addendum and	have considered	it in my	Proposal.
PER PRINTE AND THE STEEL V	Cox	CONSTRUCTION	w'LIM7	دی ^{Tei}	nderer's Name
<i>E</i> -				Sig	nature .
	NOU E	\$ /2020		Dat	te



BID BOND

Bond No.: WS8027747-98

Bond Amount: 10% of Tender Amount

WHEREAS, the Principal has submitted a written tender to the Obligee dated the 3rd day of December, 2020, for Connecting Links 2020, Main Street East Resurfacing Contract No. M20028

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **Sixty (60)** days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 23rd day of November, in the year 2020.

SIGNED and SEALED

in the presence of

Witness as to Principal

COX CONSTRUCTIO

on 2020-11-23 21:18:37 GMT

Principa

THE GUARANTEE COMPANY OF THE PRIVERICA

7ac Suth er v. r.d. Attorney in-fact

Endorsed by - CCDC 220, CCDC 220 - 2002 has been approved by The Surety Association of Canada, (Jan. 2003 - Bid Bond & Surety Consent - Standard)

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SURETY'S CONSENT

Date: November 23, 2020 Bond No: WS8027747-98

WHEREAS COX CONSTRUCTION LIMITED (Principal) has submitted a written tender to THE TOWN OF SHELBURNE (Obligee) dated 3rd day of December, 2020.

concerning:

Connecting Links 2020, Main Street East Resurfacing Contract No. M20028

and the condition of this obligation being such that the Principal shall have the tender accepted within **Sixty** (60) days from the closing date of tender,

we, THE GUARANTEE COMPANY OF NORTH AMERICA, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of ONTARIO as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond of (100%) of the contract price not exceeding the maximum sum of:

ONE HUNDRED PERCENT OF THE AMOUNT OF TENDER

2. a labor and material payment bond for (100%) of the contract price not exceeding the maximum sum of:

ONE HUNDRED PERCENT OF THE AMOUNT OF TENDER

This consent shall be null and void unless an application for the said bond(s) is made within thirty (30) days following the award of the contract.

THE GUARANTEE COMPANY OF NORTH AMERICA
Signed electronically by

Zac Sutherland, Attorney-in-factor

Z

 $Endorsed\ by\ -\ CCDC\ 220,\ CCDC\ 220\ -\ 2002\ has\ been\ approved\ by\ The\ Surety\ Association\ of\ Canada,\ (Jan.\ 2003\ -Bid\ Bond\ \&\ Surety\ Consent\ -\ Standard\)$

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Aecon Construction & Materials Limited

2 REQUEST FOR PROPOSAL FORM

2.1 Proposal Submission

Town of Shelburne

١,

Of

Connecting Links 2020, Main Street East Resurfacing

Contract No.: M20028

To: Town of Shelburne

This Proposal is submitted by:

Hecon Construction and
Firm Name Materials Limited

12 Canam Crescent, Brampton
Address Ontario LTAIA9

(416) 988-4538
Telephone Number

Imackay @ aecon. Com
Email Address

John Mackay
Authorized Agent

(hereinafter referred to as the "Bidder")

The undersigned agrees to accept as full payment therefore, the sums calculated in accordance with the actual measured quantities at the unit prices set forth in Schedule of Unit Prices herein.

The Bidder also agrees:

- 1. That, this Proposal is made by the Bidder without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Proposal for the same work and is in all respects fair and without collusion or fraud.
- 2. That, this offer is to continue open to acceptance until the Contract is executed by the successful Bidder or for a period of 60 days commencing from the Date of Closing of Proposals, whichever event first occurs and that the Owner may, at any time within that Period accept this Proposal whether any other Proposal has been previously accepted or not.
- That the Owner may reject any or all Proposals without explanation.
- 4. That, he will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineer in accordance with the Contract.

That, the carrying out of any work referred to above or the issuance by the Engineer of a Contract Change Order relating to such work or the acceptance by the Bidder of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Engineer or any of the rights of the Owner or of the Engineer under the Contract.

- 5. That, he will complete the works within the time period allotted.
- 6. That, failure by the Contractor to complete the entire work within said time or the extended time allowed by the Engineer will give the Owner the right to collect liquidated damages including additional engineering costs as spelled out in Section 1.17.3 from the Contractor for each day thereafter until the work is completed as specified. Said liquidated damages are not a penalty, but are the agreed damages which the Owner would suffer if the work were incomplete at the end of the time proposed in this Statement, with allowed extensions of time, if any.
- 7. That, if the Bidder withdraws this Proposal before the Owner shall have considered the Proposals and awarded the Contract in respect thereof, at any time not later than 60 days after the Proposal closing date, the amount of the deposit accompanying this Proposal shall be forfeited to the Owner or the bid bond shall be enforced.
- 8. That, the awarding of the Contract by the Owner based on this Proposal, shall constitute acceptance of this Proposal.
- 9. That, if this Proposal is accepted, to furnish approved Surety Bonds for the proper fulfillment of the Contract as required and to execute the Contract documents, in triplicate, within 10

days after being notified to do so. In the event of default or failure on the part of the Bidder to do so, the Bidder agrees that the Owner shall be at liberty to retain the Proposal Deposit for the use of the Owner and to accept the next lowest or any Proposal or to advertise for new Proposals, or to carry out the works in any other way they deem best.

10. This Proposal Form comprises of:

- 2.1 Proposal Submission
- 2.2. Proposal Agreement
- 2.3. List of Proposed Subcontractors
- 2.4. Bidder's Experience in Similar Completed Work
- 2.5. Bidder's Client and Consultant References in Similar Completed Work
- 2.6. Contract Drawings
- 2.7. Schedule of Unit Prices
- 2.8. Cost Summary Schedule of Unit Prices
- 2.9. Bid Bond and Agreement to Bond

S. Burnett & Associates Limited
Town of Shelburne
Connecting Links 2020, Main Street East Resurfacing

Section B Bidder Information

2.2 Proposal Agreement

That, this Proposal is submitted by:

Accon Construction and Materials Limite
12 Canam Crescent, Brampton, Ontario
(416) 988 - 4538 Telephone Number
jmackay@aecon.com Email Address

The Bidder solemnly declares that the several matters stated in the foregoing Proposal are in all respects true.

Signature and Seal of Bidder

President/Signature and Seal

Secretary

December 3, 2020
Date of Submission

C. D	
S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.3 List of Proposed Subcontractors

The General Information to Bidders requires the Bidder to list on this statement sheet the name of each proposed subcontractor. Listed hereunder are the names of all subcontractors, concrete ready-mix supplier, precast concrete supplier, building material supplier, etc., as applicable whom the Bidder proposes to use:

Sub-Trade	Proposed Subcontractor	Address	Approximate Value of Sublet Work
Milling	Rotomill	560 Riddell Ro Orangeville	25,000.00

2.4 Bidder's Experience in Similar Completed Work

Location	Owner's Engineer	Description of Contract	Completion Date	Value (\$)
	SEE	ATTACHO	-0	
	JUL	MITHERE		
	-			

2.5 Bidder's Client and Consultant References in Similar Completed Work (Minimum 3 References Required)

Project	Completion Date	Owner	Consultant	Contact Information
407 ETR 2018-006	2018	407 ETR Concasion	Jeff Booker	(905) 265-4070 ext 5485
BFC 2018-04	2018	Brampton	Dan Van Amelsvoort	(905) 828-1400
MTO 2017-3007	2019	ИТО	Fred Hemstock	(519) 372-4043

BIDDER'S EXPERIENCE IN SIMILAR COMPLETED WORK

Location Bronte Street Reconstruction	Owner's Engineer Diana Jiona P.Eng	Description of Contract Town of Milton 16-515T - Reconstruction of Bronte Street from Louis St. Laurent Avenue to Britannia Road. Scope of work included grading, drainage, granular base, hot mix paving, curb and gutter, sidewalk, 500mm CSP culverts, storm sewers (250mm to 600mm), electrical and landscaping.	Completion Date June, 2017	Value (\$) 4,100,000
Hwy 89, Alliston, Hwy 12 @ Hwy 400	Will Rudkin - CA	MTO 2016-2034 - Gading, drainage, granular base, hot mix paving, structural and electrical	August, 2018	5,300,000
407 ETR	Jeff Booker	407 ETR 2018-006 - Grinding, resurfacing of bridge decks, asphalt patches, traffic control, route/seal and line painting.	August, 2018	1,534,000

2.6 Contract Drawings

The work to be done under this Contract is shown on the following drawings:

COVER PAGE

C0.1	DRAWING INDEX & GENERAL NOTES
C1.1 C1.2	KEY PLAN PROPOSED RESURFACING PLAN STA 0+000 TO STA 0+185
C1.3 C1.4	PROPOSED RESURFACING PLAN STA 0+185 TO STA 0+390 PROPOSED RESURFACING PLAN STA 0+390 TO STA 0+498
C2.1	PROPOSED SIDEWALK & CATCHBASIN PLAN (PROVISIONAL) (TBA)
C5.1	STANDARD DETAILS

These drawings are the Contract Drawings and are made a part of this Contract. Additional drawings showing details in accordance with which the work is to be constructed may be furnished from time to time by the Engineer, if found necessary, to supplement or supersede the drawings hereto attached and such additional drawings shall thereupon become a part of this Contract.

The Contractor shall be governed by the figured dimensions, as given on the drawings.

Where required dimensions are not shown in figures, the Contractor shall obtain the said dimensions from the Engineer before proceeding with the construction of the portion of the work to which they refer.

In every case, detailed drawings shall take precedence over general drawings. In no instance shall dimensions be scaled from drawings. Sets of these Contract Drawings may be obtained from the Engineer by the Contractor on request.

Section B

Bidder Information

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

2.7 Schedule of Unit Prices

1. Where alternative materials are specified, the Contractor shall tender a Unit Price for each alternative, but shall extend only the lowest unit price.

2.

cu.m	Denotes	Cubic Metre (1,000 litres)
m(v)	Denotes	Vertical Metre
m(l)	Denotes	Linear Metre
LS	Denotes	Lump Sum
EA	Denotes	Each
sq.m	Denotes	Square Metre
CSP	Denotes	Corrugated Steel Pipe
t	Denotes	Tonne (2,204.6 lbs)
cu.m(c)	Denotes	Compacted Cubic Metres
ha	Denotes	Hectare
hrs	Denotes	Hours

SCHEDULE OF UNIT PRICES

S. Burnett & Associates Limited

Project No. M20028

Page No. 22

Addendum No. 1

Contractor:

Address:

Contract Title:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE A - Miscellaneous

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
A1	Mobilization / Demobilization	1.00	LS	90145.67	90145.67
A2	Insurance & Bonding Requirements	1.00	LS	23824.21	23824.21 79,272.59
A3	Supply, Erect & Maintain Signage, Barriers and Traffic Control Devices, and Requirements for Paid Duty Officers, etc.	1.00	LS	79272.59	79,272.59
A4	Utility Locates & Construction Layout	1.00	LS	33160.73	33,160.73 5408.46
A5	Environmental Protection / Mitigation Measures	1.00	LS	5408.46	5408.46
A6	Material Testing Allowance	1.00	LS	\$4,000.00	\$4,000.00
A7	Pre-Construction Building & Property Assessment	1.00	LS	3592.96	3592.96
				SUBTOTAL:	239.404.62

SCHEDULE OF UNIT PRICES

S. Burnett & Associates Limited

Project No. M20028

Page No. 23

Addendum No. 2

Contractor:

Contract Title:

Address:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE B - Road Works

ITEM NO.	DESCRIPTION	CONTRACT	UNIT	UNIT PRICE	CONTRACT TOTAL
B1	Removal and Reinstallation of Flexible Plastic Markers. Note: Reinstallation Only If Provisionals not approved. Removal and Disposal of Existing Granular Material, Boulevard Topsoil- Material, Concrete Sidewalk, Asphalt, Flexible- Plastic Markers, etc.	1.00	LS	3873.05	3873.05
B2	Milling – Roadway including All Intersection End Treatment (60mm-0mm tapers, typ.)	6,150.00	Sq.m.	5.85	35,977.50
В3	Removal and Replacement of Existing Catchbasin Lids including Riser Section Adjustment Rings, Parging, etc., as per OPSD 400.010	14.00	ea	3a7].5a	45,801. ²⁸
B4	Reset to Grade - Existing Catchbasins, Watermain Valve Boxes, Curbstops, Paving Stones, (Includes Frame & Gate, Removal and Reset as Required at Finish Grade of Asphalt)	10.00	ea	1513.70	15,137.00
B5	Removal and Replacement of Existing Concrete Curbing. OPSD 600.010	725.00	m(l)	190.92	138,417.00
В6	Supply, Place and Compact Hot Mix Superpave 12.5 FC2 Asphalt (60 mm depth)	6,150.00	Sq.m	26.53	163, 159.50
В7	Permanent Pavement Markings – Line Painting Spaces Delineation	1.00	LS	12249.30	12,249.30
В8	Restoration of Existing Disturbed Areas Including: Granulars, Asphalt, Topsoil & Sodding, etc.	1.00	LS	21857.19	خا، ۶۶٦ . ۱۹
B9	Locate & Expose Existing Manhole Structure Within Roadway and Supply & Install Manhole Lid c/w Modulok Sections, etc., to Surface Elevation. (Refer to Drawing C5.2)	1.00	LS	12996.04	12,996.04
B10	Tack Coat	6,150.00	Sq.m	1.22	7,503.00
				SUBTOTAL:	456,970.86

SCHEDULE OF UNIT PRICES

S. Burnett & Associates Limited

Project No. M20028

Page No. 24

Addendum No. 1

Contractor:
Address:

Contract Title:

Town of Shelburne, Connecting Links, Main St E Resurfacing

SCHEDULE C - Provisional Work

ITEM NO.	DESCRIPTION	CONTRACT	UNIT	UNIT PRICE	CONTRACT TOTAL
	PROVISIONAL WORK:				
C1	Removal of Existing Asphalt, Concrete Sidewalk, and Boulevard Topsoil and Sod, etc.	200.00	Sq.m.	65.01	13,002.00
C2	Concrete Sidewalk Sections, 125mm depth, OPSD 310.020, - Includes All Associated Costs for Supply & Installation, etc.	190.00	Sq.m.	157.84	29,989.60
C3	New Concrete Required for Installation of Tactile Warning Plates Sidewalk Sections, 125mm depth, OPSD 310.020, - Includes All Associated Costs for Supply & Installation, etc.	90.00	Sq.m	835.46	75,191.40
C4	Supply and Installation of New Tactile Warning Plates at Designated Intersections	25.00	Sq.m	735.14	18, 378.50
C5	Supply and Installation of Geogrid - Asphalt Pavement Reinforcement Membrane within the Intersection	260.00	Sq.m.	9.12	2371.20
C6	Supply and Installation of New Catchbasin OPSD 705.010 including All Associated Costs (ie: Granular, Modulocks, Parging, Frame and Grate, Restoration, etc.)	1.00	ea	16458.61	16,458.61
C7	Supply, Installation and Connection of 300mm dia. PVC SDR 35 Lead to Existing Catchbasin	5.00	m(l)	1819.34	9096.70
C8	Removal and Replacement of Existing 200mm dia. Watermain Isolation Valve & Box	1.00	ea	19494.30	19494.30
C9	Removal and Reinstallation of Existing Signage, Refer to Drawing C2.1	2.00	ea	354.79	709.58
C10	Removal of Existing Catchbasin Cover, Supply & Install New Manhole Cover on Existing Catch Basin, Including Riser Section, Moduloks,	1.00	ea	10 153.88	10,153.88
C11	Parging, etc. OPSD 401.010 (Closed - Type A) Supply & Place Topsoil & Sod Within Boulevard Section PXO Crossing, Refer to Drawing C2.1 (15 Sq.m)	1.00	LS	4371.44	4371.44
C12	Concrete Interlocking Paving Stone:				
a)	Option 1: Removal, Powerwash & Resetting of Existing Paving Stone within Boulevard Area, (additional beyond 0.3 metres from back of curb outside of curb restoration area)	375.00	Sq.m	7a.10	a7,037.50
b)	Option 2: Removal of Existing Paving Stone and Supply & Installation of New Concrete Interlocking Paving Stone within Boulevard Area	450.00	Sq.m	144.62	65,079.00
20000 01	JP_Add#1_FINAL_24Nov20.xlsm			SUBTOTAL:	291,333.71

2.8 Cost Summary Schedule of Unit Prices

COST SUMMARY SCHEDULE OF UNIT PRICES

S. Burnett & Associates Limited

Project No: M20028

Contractor:

Address:

Contract Title:

Town of Shelburne, Connecting Links 2020, Main Street East Resurfacing

DESCRIPTION	CONTRACT TOTAL
SCHEDULE A – Miscellaneous	\$ 239,404.60
SCHEDULE B – Road Works	\$ 456,970.81
SCHEDULE C – Provisional Work	\$ 291,333.71

SUBTOTAL: \$ 987,709.17
HST 13%: \$ 128,402.6

TOTAL: \$1,116,111.38

Estimated Cost of Material to be incorporated in the work:

Estimated Cost of Labour and all Other Charges:

Total (Must Equal Total Proposal Price):

\$ 171,760.00

\$1,116,111,38

A certified cheque or Bid Bond for the sum of:

(Minimum of \$)

\$ 111,611.13 is enclosed.

10%

2.9 Bid Bond and Agreement to Bond

BID BOND

\$ 10% of Tender Price

No. 82525214-20-238

KNOW ALL MEN BY THESE PRESENTS, that AECON CONSTRUCTION AND MATERIALS LIMITED as Principal, hereinafter called Principal, and Chubb Insurance Company of Canada as Surety, hereinafter called Surety, are held and firmly bound unto Town of Shelburne as Obligee, hereinafter called Obligee, in the full and just sum of Ten Percent of Tender Price Dollars (\$10% of Tender Price) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this	27th	day of November	, 20_20

WHEREAS, the Principal has submitted a written Proposal to the Obligee, dated the <u>3rd</u> day of <u>December</u>, 20 <u>20</u> for SBA Contract No. M20028, Connecting Links 2020, Main Street East Resurfacing

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall have the said Proposal accepted within sixty days from the closing date of the Proposal call and shall enter into a contract with the Obligee and furnish a Performance Bond and a Labour and Material Payment Bond each in the amount of 100% of the contract and satisfactory to the Obligee or other acceptable security, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety shall not be (a) liable for a greater sum than the specified penalty of this bond nor (b) liable for a greater sum than the difference between the amount of the Principal's Proposal and the amount of the Proposal that is accepted by the Obligee nor (c) subject to any suit or action unless such suit or action is instituted and process therefor served upon the Surety at its Head Office in Canada, within twelve months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

AECON CONSTRUCTION AND MATERIALS LIMITED

Name of Contracting Company (Co. Seal)

Chubb Insurance Company of Canada

Name of Bonding Company (Co. Seal)

Signature

Sarita Parmar, Attorney-in-Fact

Signature

AGREEMENT TO BOND

Bond No. 82525214-20-238

We, the undersigned, hereby agree to become bound as Surety for AECON CONSTRUCTION AND MATERIALS LIMITED

in a Performance Bond in an amount equal to 100% of the total Proposal price and a Payment Bond in an amount equal to 100% of the Contract amount, and conforming to the instruments of Contract attached hereto, for the full and due performance of the works shown as described herein if the Proposal for SBA Contract No. M20028, Connecting Links 2020, Main Street East Resurfacing is accepted by the Owner.

It is a condition of this Agreement that if the above mentioned Proposal is accepted, application for a Performance and Payment Bond must be completed with the undersigned within fifteen (15) days of acceptance of the Proposal related thereto, otherwise this Agreement shall be null and void.

DATED	this	27th	day of	November , 20 20 .

AECON CONSTRUCTION AND MATERIALS LIMITED

Name of Contracting Company

for Contracting Co.

(Seal)

Tohn Mackay

GENERAL MANAGEA

Position

Chubb Insurance Company of Canada

Name of Bonding Company

Signature of Authorized Person

Signing for Bonding Company (Seal)

Sarita Parmar, Attorney-in-Fact

Position

S. Burnett & Associates Limited	Section B
Town of Shelburne	Bidder Information
Connecting Links 2020, Main Street East Resurfacing	

3 Ontario Provincial Standards (OPS)



ADDENDUM No. 1

Date:

November 24, 2020

Project No:

M20028

Project Name:

Request for Proposal: Town of Shelburne, Connecting Links 2020, Main Street East

Resurfacing

To:

All Bidders

This Addendum No. 1 consists of 73 Pages

Please make the following changes / additions to the Request for Proposal Document. Bidders are responsible to ensure that all addenda have been received. Bidders shall be required to acknowledge addenda in the space provided in Section B of the Proposal Form.

This addendum will form part of the terms, conditions and specifications outlined in the above noted Request for Proposal Contract Document. All other components of the Bid documents shall remain unchanged.

REMINDER: BIDDERS MUST IDENTIFY THIS ADDENDA IN THE SPACE PROVIDED IN SECTION B OF THE PROPOSAL FORM

CLARIFICATIONS / MODIFICATIONS / DELETIONS

- 1. Bidders shall note an error in Blake Aram's email address in the RFP document should be corrected to <u>blake.aram@sbaengineering.com</u>.
- **2.** Bidders shall REMOVE and REPLACE Section B: Schedule of Unit Prices, in its entirety, with the attached pages.
- 3. Contractors shall note that all restoration costs associated with each item under Schedule of Unit Prices, Section C: Provisionals will be included within the bid price under each item.
- 4. Provisional Items C1, C2, C6, C7, C9, C10 and C11 related to Provisional work concerning sidewalk expansion near Townhall on Main Street East will be pending MTO review and approval. Contractors to refer to updated Special Provisions revised accordingly and attached to this Addendum.
- **5.** Bidders shall REMOVE AND REPLACE the following Specifications, in their entirety, from Section C: Specifications with the attached:
 - Section 01340: Shop Drawings, Product Data and Samples
- **6.** Bidders shall REMOVE AND REPLACE Section D: Special Provisions, in its entirety, with the attached pages.

- **7.** Bidders shall ADD to the Request for Proposal documents, Section F: Soils Information, Geotechnical Investigation from Peto MacCallum Ltd., dated November 2020, attached.
- **8.** Bidders shall REMOVE and REPLACE the following drawings, attached:
 - Cover Page
 - C0.1: Drawing Index & General Notes
 - C1.1: Key Plan
 - C1.2: Proposed Resurfacing Plan Sta 0+000 To Sta 0+185
 - C1.3: Proposed Resurfacing Plan Sta 0+185 To Sta 0+390
 - C1.4: Proposed Resurfacing Plan Sta 0+390 To Sta 0+498
 - C5.1: Standard Details
- 9. Bidders shall ADD the following drawings, attached:
 - Drawing C2.1: Proposed Sidewalk & Catchbasin Plan (Provisional)
 - Drawing C5.2: Standard Details

QUESTIONS AND RESPONSES

- Question 1: Please confirm if we are required to provide a hardcopy submission along with the emailed submission?
- Response 1: As per Section B: Bidder Information, Item 1.4: Delivering and Closing of Request for Proposal, a hard copy of the complete RFP Form package (including certified cheque or bid bond) to the offices of the Town of Shelburne is required within 48 hours of closing date and time.
- Question 2: With respect to the liquidated damages, could a value be quantified for the additional costs that may be added to the already specified \$500/day fee?
- Response 2: Contractors to refer to requirements of Liquidated Damages in Section B: Section 1.17.3.

 Contractors will be advised of the additional costs in addition to the specified daily fees as indicated in the Contract documents.
- Question 3: With respect to Item B1, may the Town please provide a quantified breakdown?
- Response 3: Item B1 has been revised in the Schedule of Unit Prices for clarity. Contractors to refer to updated Special Provisions revised accordingly and attached to this Addendum.
- Question 4: With respect to Item B8, may the Town please provide a quantified breakdown?
- Response 4: Contractors to satisfy themselves with the locations for restorations required for the replacement of roadways, curbing, asphalt, granulars, topsoil and sodding, etc. Therefore, Contractors are to price this item accordingly.

- Question 5: With respect to Item C3, typically tactile plates are tendered as per (ea). Could the Town please confirm whether the current quantity and unit of measurement is correct?
- Response 5: Contractors to refer to Schedule of Unit Prices, revised and renumbered Item C4 and drawings indicating suggested size of Tactile Plate.
- Question 6: With respect to Item C5, should the unit of measurement read (ea) and not (LS)?
- Response 6: Contractors to refer to Schedule of Unit Prices, revised and renumbered Item C6, for clarification.
- Question 7: Can the Town please confirm if we are required to include for a pre-condition survey? If so, could an item please be added?
- Response 7: A Pre-Construction Building & Property Assessment has been included in the Schedule of Unit Prices under Schedule A: Miscellaneous, Item A7. Requirements for this Item are further detailed under Special Provisions Item SP-07.
- Questions 8: Are we expected to allow for additional QA/QC testing costs outside of what has been allowed in the contingency testing allowance?
- Response 8: Contractors to refer to Schedule of Unit Prices, updated Item A6, for revised allowance concerning Material Testing.
- Question 9: Is it the Town's expectation to be receiving the asphalt grindings? Or is it the responsibility of the contractor to dispose of them?
- Response 9: The Town has first right of refusal for any material. Contractors will be advised following award.
- Question 10: Can an item for paid duty please be included in the tender?
- Response 10: Contractors shall include any costs associated with paid duty officers for traffic control requirements under Item A3: Signage, Barriers and Traffic Control Devices.
- Question 11: Is the current lights at Owen Sound & Main on a timer or loops? If they're on loops is it the Town's expectation that the contractor will be responsible to install new loops? And if so, could an item be provided?
- Response 11: The intersection at Owen Sound Street and Main Street are timer controlled, therefor installation of new loop system will not be required.

- Question 12: Could the Town please clarify what the diagonal hatching at the intersection of William and Main found on Drawing C1.2 represents?
- Response 12: Contractor to replace delineation as noted on Drawing C1.2.
- Question 13: Could clarification to Item B1 in the SUP be provided with regards to what is all included under this item?
- Response 13: Please refer to Response 3, above.
- Question 14: Clarify the note on Drawing C1.2 referring to Drawing C2.1.
- Response 14: Contractors to refer to new Drawing C2.1 attached to this Addendum.
- Question 15: Pav't marking SP-12 includes solvent paint (OPSS 1712) and thermoplastic (OPSS 1713). Solvent paint can't be used between May 1 and Oct 15 and thermoplastic is far more expensive. Can you get clarification?
- Response 15: Contractors to refer to Section D: Special Provisions, Item SP-14 for clarification.

I have read the foregoing Addendum and have considered it in my Proposal.

Accon Construction and Materials Limited Tenderer's Name

Signature

December 3 2020 Date



ADDENDUM No. 2

Date:

November 30, 2020

Project No:

M20028

Project Name:

Request for Proposal: Town of Shelburne, Connecting Links 2020, Main Street East

Resurfacing

To:

All Bidders

This Addendum No. 2 consists of 2 Pages

Please make the following changes / additions to the Request for Proposal Document. Bidders are responsible to ensure that all addenda have been received. Bidders shall be required to acknowledge addenda in the space provided in Section B of the Proposal Form.

This addendum will form part of the terms, conditions and specifications outlined in the above noted Request for Proposal Contract Document. All other components of the Bid documents shall remain unchanged.

REMINDER: BIDDERS MUST IDENTIFY THIS ADDENDA IN THE SPACE PROVIDED IN SECTION B OF THE PROPOSAL FORM

CLARIFICATIONS / MODIFICATIONS / DELETIONS

1. Bidders shall REMOVE and REPLACE Section B: Schedule of Unit Prices, Schedule B: Road Work, page 23, with the attached for clarification on Tack Coat item as per the Special Provisions, Item SP-11.

I have read the foregoing Addendum and have considered it in my Proposal.

Accon Construction and Materials Limited Tenderer's Name

Signature

December 3, 2020 Date

TOWN OF SHELBURNE CONNECTING LINKS - MAIN STREET EAST RESURFACING PROJECT



PREPARED FOR:

TOWN OF SHELBURNE 203 MAIN ST. E., SHELBURNE ON., L9V 3K7



PROJECT No. M20028

COVER PAGE

CO.1 " BRAWING INDEX & SENERAL NOTES

PROPOSED STEWALE & CATCHBASIN PLAN PROVIDENCE

EXISTING (AS SPECIFIED) AREA OF ASPHALT MILLING AND REPAYING

DEPRESSED CURBS

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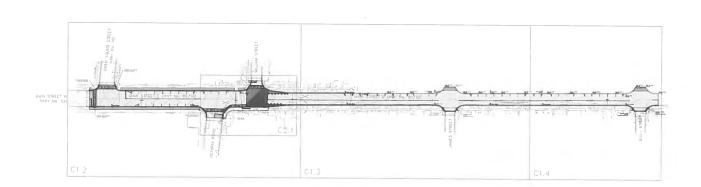
ROADWAY AND BOULEVARD

10 ALL CATCH BASINS SHALL BE EQUIPPED WITH HERE'N'SEAL PUBBER TYPE BOOTS

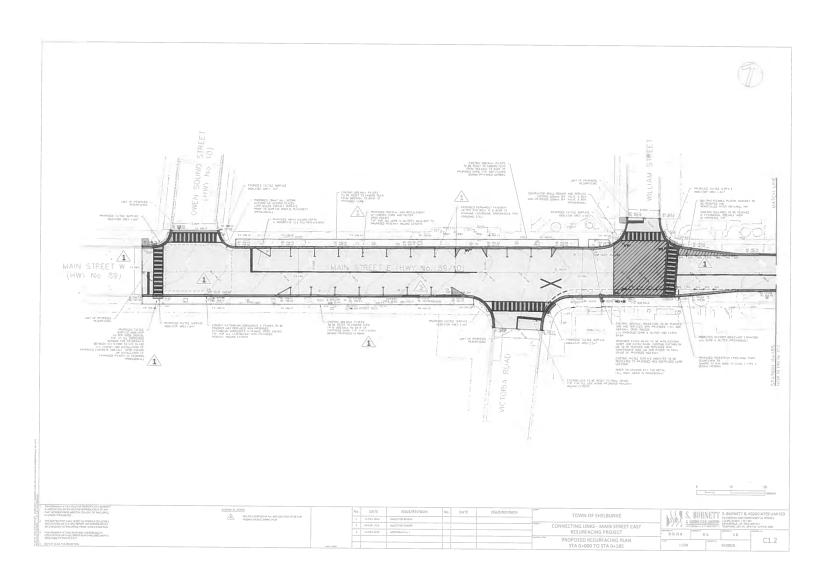
- SPECTS AND ROADWAY DESTRUBLED CURRAN CONSTRUCTION SHALL BE REPARED TO MEET OF MEET.
- C WUUM ORIVEWAT REINSTATEMENT GRANULAR 300mm GRANULAR B, 150mm GRANULAR A ASPHALT 50mm HL§3

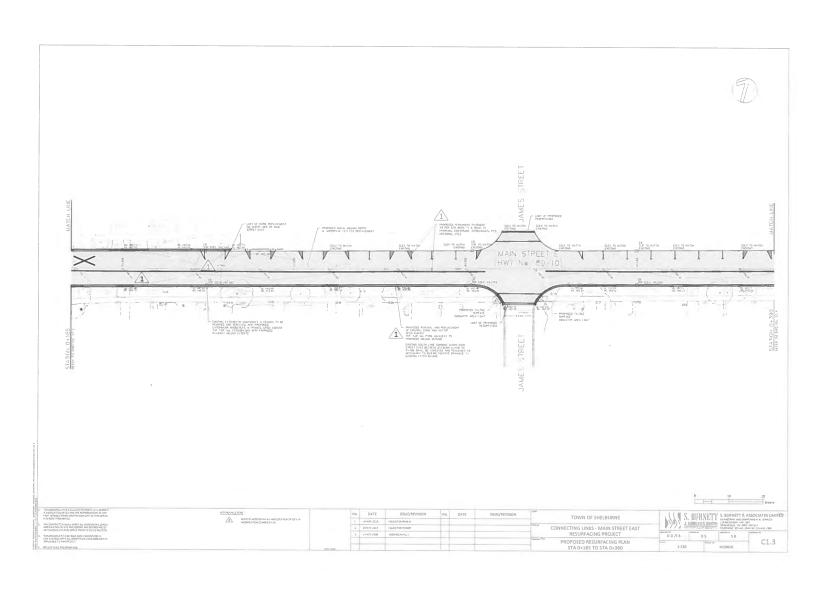
S A SICO AFEEL AS ITED AND THE REPRESENCES IN OF SAME Each various region assets in Each 2 or of Third Offices In 3 18 (1977) in 201-2015 ().	ACCEPTANCE ACCEPTED AND ANALOGUE AND SELECT OF	No.	DATE	ISSUE/REVISION	No	DATE	ISSUE/REVISION	TOWN OF SHELBURNE	. (C RHRAIPTY S. BURNETT & ASSOCIATES LIMITED
2. THE CONTRACTOR SHALL SHEET ALL COMENSTAN, LETSUS AND CANADASTON WITH AND REPORT AND DESCRIPTION OF STANDARD AND COMENSTAND	MCDRY SCHILING WATER AND SCHOOL OF CATAL			PALACE FOR REVIEW					STATE TO THE PARTY OF THE PARTY OF THE STATE
OR CHARROWS TO THE COPICE PROFETS CONVENCENCY		-		PANES FOR PENSER				CONNECTING LINKS - MAIN STREET EAST	A N N THEORY AND ADDRESS OF THE PROPERTY OF THE PARTY OF
THE SERVICE SET OF READ AND LADDESTOND IN CORN TO CHECK WITH ALL DEVER PLANT SIND DOCUMENTS.		1 1	11 mg v 2029	ADDINOUN No. 1				RESURFACING PROJECT	D.D. D.S. S.B.
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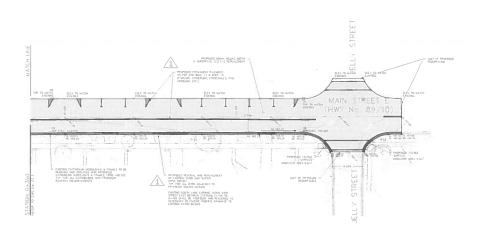


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15	5. THIS DRAWN STATE OF READ AND LINES STATES OF THE CONTROL OF THE CONTROL OF THE ALL OTHER RAWS AND DOCUMENTS. ANYLARD IT TO THE HIS COLD. TO		L	244CV3138	ACCINCUATAL 1				RESURFACING PROJECT	D.D /S B. D.S. S.B.	
1000	APPLY AND ITS THE PRODUCT 4. DO NOT SKALT THE DIAMPAIS.	Arra plant							KEY PLAN	1:600 M20028 C1.1	



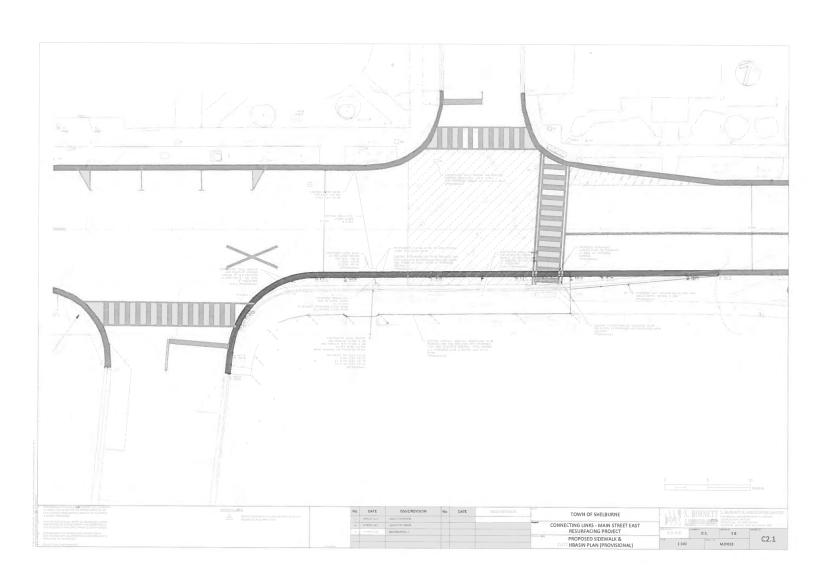


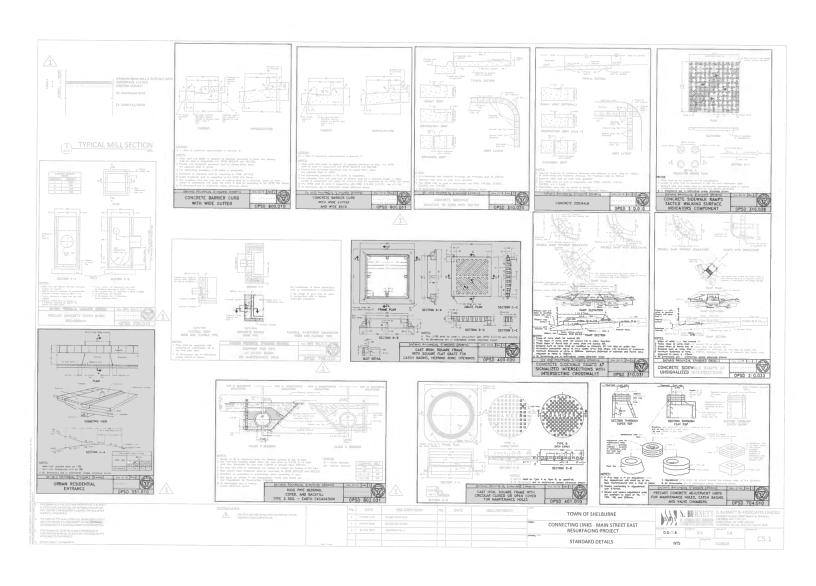


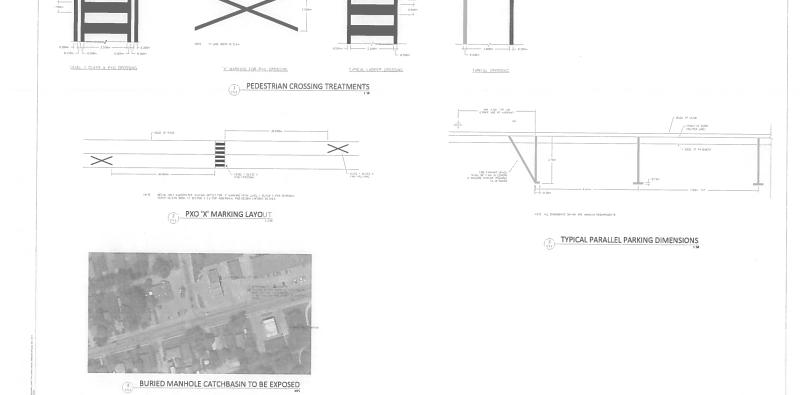


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13	A MADICALL WATER WAS THE REPUBLICANCE OF THAT CHICK FART WATER WATER WATER CONSERS OF THAT CHICK IN WATER TROUBLESS.	ACTION LINES	No	DATE	ISSUE/REVISION	No.	DATE	ISSUE/REVISION	Lar	TOWN OF SHELBURNE	(C RIPATETY S. BURNETT & ASSOCIATES LIMITED
	THE CONTRACTOR SHALL WINN ALL DIMENSIONS LEVELS AND LANGUAGE SHIT AND REPORT AND DIVERSALINGS.	DEN 2015 ADDRING NA NA AND LOCA FOR DE SI JAN MODRING SIGNADA RIPLA SIGNADA	1	14 NOV 202	SSUED FOR TENDER				- Prince	CONNECTING LINKS - MAIN STREET EAST	1. STREAMS LIBETING SERVICES ON ARREST AND A
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20.00	PHYS DEMANDED AS TO BE READ AND LANCEDITIONED IN CERT FOR TION WITH MALE DEMANDED FLANGE EDICLAND ITS APPLICABLE TO PROS PRO D CCT.				 				parameter bild	PROPOSED RESURFACING PLAN	1:250 M20028 C1.4
1814	DO NET SCALE FINE DRAWNINGS.	Ma that		-	 	11				STA 0+390 TO STA 0+498	1-250 M20028







TOWN OF SHELBURNE

CONNECTING LINKS - MAIN STREET EAST
RESURFACING PROJECT

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