



CITY OF SUMMERSIDE
TENDER
PATCHING 2022

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Patching 2022

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INSTRUCTIONS TO BIDDERS

1. GENERAL

Sealed tenders clearly marked "Patching 2022" will be received until 1:00 PM, April 8, 2022. Tender to be dropped off at Summerside City Hall, 275 Fitzroy St., Financial Office Tender Box.

Tender opening will be held at City Hall conference room, first floor financial office, at 1:05 immediately after tender closing. Tenders will not be accepted after 1:00 PM on April 8. No exceptions.

2. TENDER DEPOSIT

Every Tender received shall be accompanied by a certified cheque, bank draft or bid bond payable to the City of Summerside in the amount of ten (10%) percent of the Tender price. The deposits of all Tenders will be retained until a Contract has been signed, and any necessary bonds/cheques furnished to the satisfaction of the Engineer and Owner. No interest will be paid on any Tender deposit. All other deposits shall be returned by mail unless otherwise requested by the Tenderer.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Should any person contemplating submitting a Tender for the proposed Contract find discrepancies in or omissions from the Drawings, Specifications, or other parts of the Contract Documents, or should he be in doubt as to their true meaning, or if he requires additional information concerning the scope of work or the manner in which it must be carried out, he may submit a written request to the Engineer for interpretation.

4. WITHDRAWAL OR QUALIFYING OF TENDERS

A Tenderer who has already submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Tenderer for this Contract. Any Tenderer may withdraw or qualify his Tender at any time up to the official closing time by submitting a letter bearing his signature and seal as in his Tender to the Owner. The time and date of receipt will be marked thereon and the letter will be placed in the Tender Box.

No telegrams, telephone calls, or facsimile machine transmissions will be considered. All entries in the Form of Tender shall be made in ink or by typewriter. Entries and changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal.

5. INFORMAL OR UNBALANCED TENDERS

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interest of the Owner may be rejected. Wherever in a Tender, that amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount shall be corrected accordingly. If a Tenderer has not entered a price for an item or work set out in the Form of Tender, he

shall, unless he has specifically stated otherwise in his Tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item or work and, unless agreed by the Owner, no increase shall be made in the Total Tender Price on account of such omission.

6. **EXAMINATION OF SITE**

Each Tenderer shall personally examine the location of the proposed work, and shall satisfy himself by such other means as he may prefer as to the actual conditions and requirements under which the work shall be carried out. No plea for ignorance of conditions that exist or that may hereafter exist or of conditions or difficulties that contract as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Contractor to fulfil in every detail all the requirements of said Contract Documents or shall be accepted as a basis for any claim whatsoever for extra compensation or an extension of time.

The Tenderer shall also make all the investigations necessary to thoroughly inform himself regarding all facilities for access to the site that he may require for storage and construction operation.

7. **TENDER FORM**

All Tenders shall be upon the blank Form of Tender enclosed, and be signed by the Tenderer with his business address and place of residence. All blank spaces which pertain to the Tender submitted shall be filled in by typewriter, or legible printing in ink, except signatures, which must be handwritten.

8. **PRICE SUBMITTED**

The amounts stated in the Tender Form shall include the furnishing of all materials, supplies and equipment and the providing of all labour, construction tools and equipment, utility and transportation services necessary to complete all the work required under this Contract whether specifically included in the Contract Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted therefrom which are clearly necessary for the completion of the work or its appurtenances shall be considered a portion of the work though not directly specified and/or shown or called for on the Drawings.

9. **RIGHT TO ACCEPT OR REJECT TENDERS**

Bidders are advised that:

The lowest priced, any or any particular bid, will not necessarily be accepted. The criteria to be considered by the owner in awarding the contract may include a combination of price, scheduling, expertise; qualifications and such other conditions as may be determined by the owner to be in its own best interests. Additions, alterations, deletions or other irregularities in the bid form may, but will not necessarily, result in the owner's rejection of the bid. The bidder acknowledges that it shall have no claim against, or entitlement to damages from, the owner by reason of the owner's rejection of its bid or of all bids.

10. **CONTRACT DEPOSITS**

The Contractor must provide the following performance deposit: Certified cheque(s), or bank draft payable to the City of Summerside in the amount of Ten (10) Percent of the contract price or a Performance Bond and a Materials and Labour Bond both in the amount of fifty (50) Percent of the contract price payable to the City of Summerside. Deposit(s) shall be required during the contract period until the issuance of Final Certificate of Completion. Performance deposit will be released upon Final Completion of the work to the Engineer's approval. A twenty (20) percent holdback will be retained during construction and for sixty days following substantial completion as the Owner's protection during the Mechanic's Lien Period. This (20) percent holdback will be retained for an additional thirty days, for a total of ninety (90) days following substantial completion, to serve as a maintenance deposit for the maintenance period.

If cashed by City of Summerside, Certified cheques and bank drafts received as performance deposits will be deposited in a term deposit or Guaranteed Investment Certificate for the duration of the Contract Schedule. If the project is completed on schedule the interest received by the City shall be paid to the Contractor. If the project is not completed on schedule the Contractor shall receive only the interest earned prior to the completion date. If not cashed, cheques/deposits will be returned to the contractor at the appropriate stage of the contract and no interest will be paid by either party.

11. **SCHEDULE**

Anticipated date of contract award is **April 29, 2022**. Contractor will be required to begin patching work **NO LATER THAN May 9, 2022**. Contractor may begin at any time after contract signing if he so chooses. All work on streets listed as **priority A** in the Specific Requirements section must be complete on or before **June 3, 2022**. All work on streets listed as **priority B** in the Specific Requirements section must be complete on or before **July 1, 2022**. Contractor is responsible to manage size and number of work crews, as well as number of hours worked, in order to accomplish the full scope of the contract work in the time allowed.

Tenderers are advised that upon receipt of Tenders the City will calculate the value of engineering and associated costs based on an estimated \$1000.00 per week. Any time over runs beyond the proposed completion dates for priority A and B streets will place the Contractor in a penalty situation and responsible for all additional costs incurred by the Owner.

12. **SALES TAX**

The **Harmonized Sales Tax (HST)** shall be included in the Tender Price and be clearly indicated on the tender form and on any invoices submitted to the City.

13. **INSURANCE**

The Contractor must furnish the following insurance policies to the satisfaction of the City of Summerside prior to commencement of work.

- a. The Contractor shall, without limiting its obligation or liabilities herein and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the City.
- b. Comprehensive General Liability in an amount not less than \$3,000,000. inclusive per occurrence against bodily injury and property damage. The City of Summerside is to be added as an insured under this policy. Such insurance shall include, but not be limited to:
 - i. Products and Completed Operations Liability;
 - ii. Owner's and Contractor's Protective Liability;
 - iii. Blanket Written Contractual Liability;
 - iv. Contingent Employer's Liability;
 - v. Personal Injury Liability;
 - vi. Non-owned Automobile Liability;
 - vii. Cross Liability;
 - viii. Employees as Additional Insureds;
 - ix. Broad Form Property Damage; and
 - x. Operation of Attached Machinery.
- c. Automobile Liability on all vehicles owned, leased, operated, or licensed in the name of the Contractor in an amount not less than \$1,000,000.
- d. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the City and preclude subrogation by the insurer against the City of Summerside.
- e. Proof of Insurance; certified copies of the required insurance, as mentioned, must be presented to the City at the time of signing of the contract and shall be subject to the City's approval for adequacy of protection. Approval by the City of any policy filed by the Contractor shall in no way relieve the Contractor of its obligations to provide the insurance referred to in the contract, nor shall it imply that the policies are in accord with the terms of this agreement.
 - i. All required insurance shall be endorsed to provide the City 60 days advance written notice of cancellation or material change.
 - ii. All insurances shall be in effect until issuance of the "Certificate of Final Acceptance".
 - iii. The Contractor hereby waives all rights of recourse against the City with regards to the Contractor's property.
 - iv. The Contractor shall require and ensure that each subcontractor maintain liability insurances comparable to that required above.

14. **GUARANTEED MAINTENANCE PERIOD**

A guaranteed maintenance period shall commence on the first day of construction and remain in effect for ninety (90) days after substantial completion and until final

acceptance, specified from the day following the issuance of the Final Certificate of Completion. The Contractor, at his own cost, shall maintain the works and remedy any omissions or defects discovered or appearing in the works during such time. If during the maintenance period, the works are found to be in an unsatisfactory condition and the Contractor fails to remedy the work, the City may use monies retained as is found necessary to remedy the works, the balance, if any, will be paid to the Contractor after final acceptance.

15. Bidder's Responsibility

It shall be the responsibility of each Bidder:

- 15.1 to acquire, from online or other sources as specified, any document (including any applicable copyright seal) that is referenced or mentioned in this Tender Call which is not physically attached herein;
- 15.2 to examine all the components of this Tender Call, including all appendices, forms and addenda;
- 15.3 to become familiar and comply with all of the terms and conditions contained in this Tender Call and the policies and legislation set out on the City's website at: City of Summerside Website

The failure of any Bidder to acquire, receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Bid or any purchase order issued based on its Bid.

16. ACCEPTANCE OR REJECTION OF TENDER

- 16.1 The Owner does not bind itself to accept any tender, even the lowest.
- 16.2 Without limiting the general scope of paragraph 16.1, the Owner may accept or reject any tender based on an unfavorable assessment of any of the following factors:
 - 16.2.1 Adequacy of the tendered price to permit the work to be carried out and, in case of a tender providing unit prices or a combination of lump sums and unit prices, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - 16.2.2 Tenderer's ability to provide the necessary management structure, skilled personnel, experience and equipment needed to perform competently the work under the Contract;
 - 16.2.3 Tenderer's performance under other contracts both for the Owner and others.
 - 16.2.4 Proximity of Tenderer's head office, or main operating location to the Construction site.

- 16.3 In assessing the Tenderer's performance under other contracts pursuant to paragraph 16.2.3, the Owner may, without being limited to, consider such matters as:
- 16.3.1 Quality of workmanship in performing the work;
 - 16.3.2 Timeliness of completion of the work;
 - 16.3.3 The overall management of the Contractor's work and its effects on the level of effort demanded of the Owner and I or the Owner's representatives.
- 16.4 Without limiting the generality of paragraph 16.1 or 16.2, the Owner, at its discretion, may reject a tender in any of the following cases:
- 16.4.1 The Tenderer is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
 - 16.4.2 Evidence, satisfactory to the Owner, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination has been received with respect to the Tenderer, any of its employees or any subcontractor included as part of its tender; or
 - 16.4.3 Evidence satisfactory to the Owner that, based on past conduct or behavior, the Tenderer, a subcontractor or a person designated to perform the work is not suitable or has conducted itself improperly;
 - 16.4.4 The Owner determines that the Tenderer's performance under other contracts, including the efficiency and quality of the work performed, and the extent to which the Tenderer complies or has complied with contractual clauses and conditions in performing the work, is or was unsatisfactory.
- 16.5 The Tenderer acknowledges that it shall have no claim against, or entitlement to damages from, the Owner by reason of the owner's rejection of its tender based upon the above criteria, or a rejection of all tenders.

17. **Bid Protest Procedure**

17.1 Pre-award bid disputes.

Bidders should seek a resolution of any pre-award dispute by communicating directly with the City Contact as soon as possible from the time when the basis for the dispute became known to them. The City Contact may delay the outcome of the selection process, or any interim stage of this Tender process, pending the acknowledgement and resolution of any pre-award dispute. For more information, see the Pre-Award and Post-Award Bid Dispute Process.

17.2 Post-award bid disputes.

Any dispute to the outcome of this Tender process must be received in writing by the City Contact no later than 10 days after the date of the notification of the outcome of the selection process, or where a debriefing has been requested, no later than five days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.

Any written dispute with a procurement value over \$100,000 that cannot be resolved by the City Contact through consultations with the Bidder, shall be referred to the CFO or his designate(s) for an impartial review, based on the following information:

- 17.2.1 A specific description of each act or omission alleged to have materially breached the procurement process;
- 17.2.2 A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;
- 17.2.3 A precise statement of the relevant facts;
- 17.2.4 An identification of the issues to be resolved;
- 17.2.5 The Bidder's arguments, including any relevant supporting documentation; and
- 17.2.6 The Bidder's requested remedial action. The CFO or his designate(s), in consultation with the City Solicitor, may:
 - i. Dismiss the dispute;
 - ii. Accept the dispute and direct the City Contact to take appropriate remedial action, including, but not limited to, rescinding the award and any executed contract, and canceling the solicitation.

18. **Failure or Default of Bidder**

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the Tender Call, the City may at its sole discretion:

- 18.1 disqualify the Bidder from the Tender Call and/or from competing for future Tender Calls issued by the City for a period of one year; and
- 18.2 require the Bidder to pay the City the difference between its Bid and any other Bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default.

The Bidder shall be ineligible to submit a new Bid for any Call that the City is required to reissue as a result of the Bidder's failure or default or where the City deems that the Bidder has abandoned the Agreement.

19. **Award of Tender**

19.1 The Tender will be considered Awarded when the successful Bidder has been selected by the City of Summerside, and the decision in relation to the successful bidder has been communicated in writing to the Tenderer by the City.

Specific Requirements

Patching 2022

- 1) The City reserves the right to adjust the schedule of work, so not to conflict with special events taking place within the City. Notice of a special event will be given to the contractor by the City in writing, a minimum of 5 working days prior to event. Appropriate adjustment to contract deadlines will be agreed upon by the City and the Contractor at such time as a schedule adjustment is necessary.
- 2) Asphalt liquid will be supplied by the Contractor and included in Tendered prices.
- 3) The estimated quantities shown by the City in this Tender are rough estimates only and actual quantities will be determined by the existing road conditions and their need for patching. Contractor will only be paid for actual quantities and not compensated for any differences between actual quantities and the quantity estimates shown in these Tender Documents.
- 4) For this tender, the term Engineer shall apply to any City representative in charge of this job.
- 5) Please contact Owen MacDonald, Operations Supervisor for Municipal Works at 902-439-5322 if you have any questions regarding the tender. Questions may also be submitted by fax at 902-436-5376 or by email at owen.macdonald@city.summerside.pe.ca

**TENDER FORM
PATCHING 2022**

**TO THE: CITY OF SUMMERSIDE
 275 Fitzroy Street
 SUMMERSIDE, PE
 C1N 1H9**

_____ (Name of Tenderer)

having carefully examined the site of the proposed works and all documents relating thereto, including the Form of Tender, Information for Tenderers, General Conditions, Specifications, Drawings, accept and agree to the same as forming part and parcel of the Contract for the work described in these documents, and we the undersigned:

hereby tender and offer, in accordance with the said documents, to enter into a Contract with the City of Summerside, defined as the Owner, within the time prescribed, to furnish all materials, labour, equipment, matters and things, and to do all work necessary to construct, complete and ready for use within the time stated, in strict accordance with the documents pertaining to the said Contract for the total sum of

(_____) or such other sum as may be ascertained in accordance with the Contract. The aforesaid sum is made up as stated in appended Schedule of Unit Prices Breakdown forming part of this Tender, and includes the Harmonized Sales Tax (HST), where applicable.

WE ENCLOSE HEREWITH: A deposit of Ten (10) percent of the tendered amount in the form of a certified bid bond issued by a company licensed to carry on such business in Canada or a certified cheque or bank draft payable to City of Summerside.

In the event of this tender being accepted within 30 days of the time stated for the closing of receipt of tenders, and our failing or declining to enter into a contract in the form hereinafter mentioned for the amount of our tender, the said security may be forfeited in lieu of damages to which the Owner may be entitled by reason of our failure or refusal to enter into a contract.

IN SUBMITTING THIS TENDER, we recognize the right to the Owner to accept any tender at the prices submitted, or to reject all tenders.

IF WE ARE NOTIFIED OF THE ACCEPTANCE OF THIS TENDER WITHIN THE TIME ABOVE SPECIFIED, WE WILL:

- [a] Execute the "Standard Construction Document" CCDC-4 (Unit Price Contract).
- [b] Furnish a Ten [10] percent Performance Deposit.
- [c] Commence work no later than on May 9, 2022 and complete the entire work for Priority list A street no later than June 3, 2022 and complete the entire work for Priority List B streets no later than July 1, 2022.

Yours truly,

Signature

Signature

SCHEDULE OF UNIT PRICES

Patching 2022

Item	Unit	Estimated Quantity*	Unit Price (Excluding HST)	Amount (\$)
Hot Mix Asphaltic Concrete Sand Seal "D", supply and place (including asphaltic cement)	Tonne	175 Tonne		
Asphalt spreading with 5' wide mechanical spreader, using D-Mix product, supply, prepare surface, and place (including asphaltic cement).	Tonne	200 Tonne		
Plane and Patch (including asphaltic cement)	Square Meter	50 Square Meters		
Subtotal (Excludes HST)				
HST				
Tender Amount (Includes HST)				

*As noted payment for contract will be based on actual number of units used, with no compensation to contractor in the case that actual units used are less than the Estimated Quantity shown here.

Contractor: _____

Authorized Signature: _____

GENERAL REQUIREMENTS

1.1 Description of Work

- 1 See Instructions to Bidders and Specific Requirements sections. Also see Description of Work.
- 2 Any cost associated with weighing of materials shall be included in the cost of the materials.

1.2 Salvage.

- 1 Any material or fittings removed during the Project shall be the property of the City, and material shall be delivered to a site in the City at the Contractor's expense, as directed by the Engineer.

1.3 Scheduling

- 1 Prior to the start of construction, provide a detailed schedule showing anticipated progress stages and final completion of work within time period indicated. The progress stages shall indicate the dates the work will be performed at each location. The schedule must be approved by the Engineer prior to acceptance by the City.
- 2 The City intends to provide the contractor with a list of street priorities for use by the contractor for scheduling purposes.
- 3 Interim reviews of work progress, based on work schedule, will be conducted as directed by the Engineer and schedule updated if approved by the City.

1.4 Penalty for Late Completion

- 1 **Should the Priority A street list OR Priority B street list not be completed by the dates designated in Instructions to Bidders, the City shall deduct from the payment the value of \$1000.00 per week.** There shall be no bonus paid for early completion.

1.5 Contractor's Use of Site

- 1 Confine construction operations to immediate area within all street rights-of-way.
- 2 Do not unreasonably encumber site with materials or equipment.
- 3 If the site is so confined that the work cannot be carried out in a satisfactory manner, contact the Engineer regarding the possibility of the designation of additional areas.

1.6 Codes and Standards

- 1 Execute work to meet or exceed:
 - .1 National Building Code of Canada, latest edition, unless more stringent local requirements apply.
 - .2 Rules and regulations of authorities having jurisdiction.
 - .3 Dominion Fire Commissioner, No. 301, Standard for Building Construction Operations, latest edition.
 - .4 Construction Safety Code issued by the Associate Committee on the NBC, NRCC No. 13985, the applicable subsections, except where

regulations of the Provincial Department of Labour and Fire Safety requirements of sub-paragraph 3 above are more stringent, the latter two shall govern.

1.7 Setting Out of Work

1 The Contractor shall set grades and lay out work in detail from control points established and shown on the drawings.

1.8 Existing Services

1 Before commencing work, establish, in conjunction with the Engineer, the location and extent of service lines in the area of work.

2 Submit a schedule for any shutdown or closure of active service or facility. Adhere to approved schedule.

3 Record locations of maintained, re-routed and abandoned service lines.

1.9 Additional Drawings

1 The Engineer may furnish additional drawings to assist proper execution of work. These drawings shall be issued for clarification only. Such drawings shall have same meaning and intent, as if they were included with the plans.

1.10 Clean-up

1 As work progresses, remove debris, excess materials and rubbish of all kinds from any grounds occupied by the Contractor's forces.

2 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

3 Prevent accumulation of wastes which may create hazardous conditions.

4 Clean up road surfaces that are disturbed by the Contractor's forces on a daily basis.

5 Unsuitable materials from excavation shall be disposed of offsite to the satisfaction of the Engineer.

1.11 Workmanship

1 Workmanship shall be best quality, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify the Engineer if required work is such as to make it impractical to produce required results.

2 Do not employ any unfit person or anyone unskilled in their required duties.

3 Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Engineer.

4 Subcontractors are subject to approval by the owner.

1.12 Inspection/Takeover Procedure

1 Prior to application for the Certificate of Substantial Performance, carefully inspect the work and ensure it is complete, that major and minor construction deficiencies are complete, defects are corrected and the site is clean and in condition for occupancy. Notify the Engineer in writing of satisfactory completion of the work and request an inspection.

2 During the Engineer's inspection, a list of deficiencies and defects will be tabulated. Correct same.

3 When the Engineer considers deficiencies and defects have been corrected, and it appears requirements of the Contract have been performed, make the application for Certification of Substantial Performance.

DESCRIPTION OF WORK
PATCHING 2022

Unless instructed otherwise by the City, the contractor shall perform patching in the following order:

Area	Description
PRIORITY A STREET LIST To be complete on or before June 3, 2022	
1A	Water Street and Water Street East from 62 Water (KFC) to Read Drive Intersection
2A	Granville Street from Boswell Crescent to Highway #2 Intersection
3A	Greenwood Drive from Notre Dame to Pope Road Pope Road Duke Street from Pope Road to Tower Street.
4A	South Drive North Drive East Drive West Drive
5A	Central Street from Currie Drive to Highway #2 Intersection
6A	MacEwen Road, Ryan Street, Gallant Street, Craig Avenue, Walker Avenue from Central Street to MacEwen Road, and Roy Boates Avenue
PRIORITY B STREET LIST To be complete on or before July 1, 2022	
7B	Briggs Street, MacWilliams Drive, Phillips Avenue, Curran Drive, Eleanor Drive, Riehl Drive, Marion Drive, Jason Drive, Tanton Drive, Arthur Holland Drive
8B	MacDonald Drive, Tupper Drive, McGee Drive, Spruce Drive, Leonce Arsenault Drive, Langille Court
9B	Valley Street and Lockwood Drive
10B	Bayview Drive to City Limit Sign, McQuaid Court, Charlotte Drive, Darby Drive, Glen Drive to City Limit Sign, Stella Marris Avenue,
11B	Birchwood Heights, Crescent Drive, Weeks Drive, Lily Drive, Pine Drive, MacDougall Drive, Hatley Crescent, Mill Crescent, Industrial Crescent
12B	Maplewood Drive, Greenwood drive from Pope road to north end, Linda Drive, Memory Lane, Ashbury Lane, Acadian Drive, Century Court, Bernard Avenue, Berkshire Drive, Julia's Court, Rebecca Drive, Quinn-Cole Drive, Renforth Street
13B	Gaudet Crescent, Kelly Drive, MacQuarrie Drive

14B	Matheson Street, MacMillan Avenue, Kateland Avenue, Baglole Avenue, Merriam Drive, Gardiner Street
15B	Wildon Street, Osborne Street, Westchester Street, Hallie Drive, Crozier Drive, Ross Avenue, Hillside Avenue, Heron Avenue, St.Clair Street
16B	Small Avenue from Water Street East to Starling Street, Robin Street, Flamingo Drive, Nightingale Crescent, Cardinal Street, Starling Street as far north as Jaxon James.
17B	Bishop Drive, Wilmot Lane, Bay Avenue, Murphy Street, Stafford Estates and Street, Clow Court, Gillespie Avenue, Patrick Drive, Baker Street
18B	Wyatt Crescent, Glover's Shore Road, Marine Avenue, Whitecap Drive, Doryview Steet
19B	Balcolm Drive, Gamble Ave and Extension, MacEachern Street, Phaneuf Court
20B	Wright Street, Cass Avenue, Maple Grove Road, Simmons Street
21B	Walker Avenue from MacEwen Road heading east, Newson Court, Heritage Court, Lynn Street, Colin Avenue, Cousins Court, Mountain Avenue
22B	Waverly Court
23B	Lyle Road, from North Drive to Easternmost Wind Turbine

Reporting completion of work to City:

Once per week on Friday the contractor will notify the owner by email at owen.macdonald@city.summerside.pe.ca of which streets have been completed during that week and which streets, if any, have been started on but not fully completed.

PART 2 - GENERAL

- 2.1 Change in Scope of Work**
- .1 Due to budgetary restraints the scope of work may have to be reduced if the total cost of patching work is higher than estimated.
 - .2 If costs are lower than estimated or money is reallocated the City reserves the right to increase the scope of work.
- 2.2 Asphalt Patching**
- .1 Patching shall be performed in accordance with Specification Section 02502
- 2.3 Asphaltic Concrete Mix**
- .1 All streets shall be patched with "50 blow" mix.
- 2.4 Traffic Control**
- .1 The Contractor shall be responsible to provide traffic control for all streets. The City of Summerside Police Services Department will not permit the temporary closure of any street to permit this work.
 - .2 Traffic control as required at all locations must be provided by qualified signalers.
- 2.5 Layout of Work**
- .1 A representative of the City will be provided for inspection. This person will identify areas to be patched, method of patching, take the tickets, and to note any other related work required on each street.
- 2.6 Work Schedule**
- .1 Prior to the start of work, the Contractor shall submit for approval by the Engineer, a detailed schedule of work including the dates work will be performed on each street. **Schedule to be Submitted to The Operations Supervisor or Assistant Operations Supervisor at 95 Ottawa St. 432-1263/5.**
 - .2 Any changes to this schedule must be approved by the Engineer and the Contractor may be required to pay the cost of the update to the public notification including but not limited to a newspaper advertisement.

SAFETY REQUIREMENTS

- 1.1 Construction Safety Measures**
- .1 The work performed by any Contractor or Sub-Contractor must comply with the Occupational Health and Safety Act and its regulations. This Act and the regulations are available from:
- Island Information Service
P. O. Box 2000
Charlottetown, P. E. I.
C1A 7N8
- Telephone: 892-3428
- .2 The City reserves the right to order changes in construction methods or stoppages of work if work does not comply with the Act. Any cost due to these changes or stoppages shall be the responsibility of the Contractor.
- 1.2 Traffic Warning Requirements**
- .1 Traffic warning and control devices shall be utilized in compliance with the Occupational Health and Safety Act and to meet requirements as set out by the DOT Traffic Control Manual for PEI. A Copy can be Obtained from the Provincial Department of Transportation and Public Works.
Contractors are instructed to contact the Police Chief to notify the Police Department of the areas affected by their daily activities.

STREET RESURFACING & REPAIR

PART 1 - GENERAL

1.1 Description

- .1 Resurfacing shall include placing tack coat and asphaltic concrete pavement and may include placing a levelling course of asphaltic concrete pavement prior to the final resurfacing.
- .2 Excavate and Patch shall include excavation of a portion of the existing street and subgrade and placing gravel base course and asphaltic concrete pavement.
- .3 Patching shall include placing tack coat and asphaltic concrete into holes in the pavement. This may include "potholes" or holes milled or cut in the pavement or other areas identified by the City.
- .4 Asphalt Milling shall include cold milling of asphalt to a maximum depth of 100 mm, the removal of the loose material and the cleaning of the finished surface.
- .5 **Mill and patch shall include cold milling of asphalt to a minimum depth of 50 mm, the removal of the loose material and the cleaning of the finished surface, placing tack coat on sides and bottom of milled area and placing asphaltic concrete into the milled area so that the finished compacted elevation is level with the original pavement.**

1.2 Asphaltic Cement (Liquid)

- .1 Liquid asphalt for asphaltic concrete will be provided by the Contractor. The cost of the liquid shall be included in the asphaltic concrete prices.

PART 2 - EXECUTION

2.1 General

- .1 Unless noted otherwise all work shall conform to PEI Department of Transportation and Public Works Specifications.
- .2 In this specification the asphalt mix types are intended to following mix designs used in the PEI Department of Transportation and Public Works Specifications. The mixes shall use imported aggregate and be 50 or 75 blow mixes as indicated in the Description of Work or as directed by the Engineer.

DOT Designation

Seal Class "B"
Sand Seal Class "D"

- .3 All asphaltic concrete shall be at a minimum temperature of 125 degrees C. immediately after placing and prior to compaction.
- .4 Finished pavement shall conform to the lines, grades, dimensions, and cross-sections as specified herein, or as directed in the field, or in the case of patching, to the surrounding pavement conforming to the existing roadway crown and slope.
- .5 The Contractor shall provide the Engineer with 48-hours notice prior to placing asphalt. No asphalt shall be placed without prior approval of the Engineer.
- .6 The finished product must result in a pavement that is free of any uneven surfaces, improper or unsightly finishes or other features that detract from the appearance or performance of the pavement. Any such areas shall be, at the Contractor's expense, repaired by a method approved by the Engineer or removed and replaced.
- .7 Care must be taken that no asphalt or debris enters any manhole or catch basin. If any material enters, it is to be removed immediately.

2.2 Asphalt Resurfacing

NIC

- 2.3 **Adjustment of Existing Structures** NIC
- 2.4 **Excavate and Patch** NIC
- 2.5 **Asphalt Cutting** NIC
- 2.6 **Patching**
- .1 The Contractor shall remove any loose material from the area and ensure the area is dry.
 - .2 The Contractor shall clean and apply tack coat as directed to the entire area of the holes or depressions including the edges. On low volume streets, tack may be applied to areas in both traffic lanes, and on all other streets **only one lane may be tacked and patched at a time**. The tack shall be applied in sufficient lead time of the patching, so that the tack will have sufficient tackiness in order to provide a proper bond.
 - .3 The Contractor shall place and compact hot mix asphaltic concrete Class "B", as directed, into the hole or areas, to an elevation of 30 mm to 40 mm below the top of pavement, to allow for future placement of "D" mix, unless directed otherwise. Where holes are sufficiently deep to allow for base and seal cover.
 - .4 The Contractor shall place and compact hot mix asphaltic concrete Class "D" into depressions in pavement or in other areas as directed.
 - .5 The asphaltic concrete shall be compacted using a method approved by the Engineer. It is intended that proper compaction equipment be used where possible.

- .6 All unusable patching materials shall be spread as directed in the Municipal Services yard on Ottawa Street or another site within the City. An estimate of “cold” asphalt will be made by the City’s representative and this amount will be subtracted from the days tickets.

2.7 Asphalt Milling

NIC

2.8 Mill and Patch

- .1 To prepare for patching the Contractor shall cold mill asphalt pavement as directed to a minimum depth of 50 mm, remove the loose material and broom clean the area.
- .2 Material removed by milling shall be the property of the City. The Contractor shall deliver the material to a specified location in the Municipal Services yard on Ottawa Street.
- .3 The Contractor shall clean and apply tack coat as directed to the entire area of the patch. The tack shall be applied in sufficient lead time of the patching, so that the tack will have sufficient tackiness in order to provide a proper bond.
- .4 The Contractor shall place and compact hot mix asphaltic concrete Class “B”, as directed, into the hole to the top of pavement.
- .5 The asphaltic concrete shall be compacted using a method approved by the Engineer. It is intended that proper compaction equipment be used where possible.
- .6 All unusable patching materials shall be spread as directed in the Municipal Services yard on Ottawa Street or another site within the City. An estimate of “cold” asphalt will be made by the City’s representative and this amount will be subtracted from the days tickets.

2.9 Spreader Patching

- .1 Spreader patching to be done using a mechanical spreader with a minimum width of five feet.**
- .2 To prepare for spreader patching the Contractor shall cold mill the asphalt pavement around the perimeter of the patch to a depth of 40 mm, and width of .5m from the outer edges; remove the loose material and broom clean the entire area.**
- .3 Material removed by milling shall be the property of the City. The Contractor shall deliver the material to a specified location in the Municipal Services yard on Ottawa Street.**
- .4 The Contractor shall clean and apply tack coat as directed to the entire area of the patch. The tack shall be applied in sufficient lead time of the patching, so that the tack will have sufficient tackiness in order to provide a proper bond.**
- .5 The Contractor shall spread (Minimum 40 mm thick) with mechanical spreader and compact hot mix asphaltic concrete Class "B" or "D" mix (To be determined by City Representative).**
- .6 The asphaltic concrete shall be compacted using a method approved by the Engineer. It is intended that proper compaction equipment be used where possible.**
- .7 All unusable patching materials shall be spread as directed in the Municipal Services yard on Ottawa Street or another site within the City. An estimate of "cold" asphalt will be made by the City's representative and this amount will be subtracted from the days tickets.**

2.9 Final Clean-up

- .1 Immediately after the completion of the work, on a daily basis, the Contractor shall remove from the street all unused material, refuse and dirt and leave the area in a neat and clean condition.

PART 3 - TESTING

3.1 Testing Procedure

- .1 Testing will be performed in accordance with the PEI Department of Transportation Specifications. Compaction testing of asphaltic concrete may be conducted on resurfacing projects. If the contractor is unable to reach optimum compaction of the asphaltic concrete, approval of the work will be at the discretion of the city's testing company and the City's Engineer.
- .2 The City will have the testing conducted and will pay the cost of this testing. If additional tests are required due to failure of original tests, the cost of the additional testing shall be paid by the Contractor.
- .3 The Contractor shall provide samples of material for testing as requested by the Engineer. The Contractor shall provide the Engineer or his authorized representatives unhindered access to the work for purposes of inspection and selection of samples at all times. Access is required both at the plant and to all equipment on site.
- .4 The Contractor shall schedule work so that sufficient notification can be given to the Engineer and his authorized representatives prior to placing asphaltic concrete so inspection and testing can be conducted. If work is not ready as scheduled, all additional costs associated with the delay incurred by the City may be charged to the Contractor.
- .5 Compaction testing of subbase, sandstone and gravel will be performed as deemed necessary by the Engineer.

3.2 Test Result Interpretation

- .1 Mix related testing will be conducted and the results reviewed. If the material does not meet the specification the material will be rejected.
- .2 If subbase, sandstone or gravel compaction does not meet specifications, the material shall be re-compacted until the specifications are met. The Contractor may be required to change compaction methods if compaction is not being achieved consistently.

PART 4 - PAYMENT

4.1	<u>Resurfacing</u>		NIC
4.2	<u>Excavate and Patch</u>	.1	NIC
4.3	<u>Patching</u>	.1	Patching shall be paid per <u>tonne</u> of “D” placed and includes supply and placing of tack coat and shall be full compensation for all plant, machinery and labour used in the execution of the work.
4.4	<u>Milling</u>	.1	NIC
4.5	<u>Subbase Excavation</u>	.1	NIC
4.6	<u>Adjustment of Structures</u>	.1	NIC
4.7	<u>Mill and Patch</u>	.1	Mill and patch shall be paid by the <u>square meter</u> This price shall include the milling and removal of asphalt, tacking, supply, placing and compacting asphalt and shall be full compensation for all plant, machinery and labour used in the execution of the work.
4.8	<u>Mechanical Spreader Patching</u>	.1	Mechanical Spreader patching to be paid by the Tonne. This price shall include an allowance for milling around the perimeter of the patch area so finished pavement shall conform to the existing roadway. It shall also include the removal of asphalt, tacking, supply, placing and compacting asphalt and shall be full compensation for all plant, machinery and labour used in the execution of the work.