

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

invites

TENDERS

to Micro Seal

3.1 KM of Tait's Island Road & 2.2 KM of Lakeside Drive

Sealed Tenders, clearly marked Tender – PW-2023-11

will be received by the undersigned until 1:00 p.m on Thursday May 25, 2023.

All tenders to be submitted on Tender Forms available from the Township Office.

Lowest or any Tender not necessarily accepted.

Greg Gostick, Director of Operations Township of McKellar P.O. Box 69, 701 Hwy 124 McKellar, ON P0G 1C0 roads@mckellar.ca (705) 389-2891

Please Note:

Prior to submitting a Tender package, further information may be obtained by contacting Director of Operations, Greg Gostick at (705) 389-2891

Township of McKellar

Tender PW-2023-11

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INFORMATION TO TENDERERS

1) Delivery and Opening of Tenders

Tenders, sealed in an envelope and <u>clearly</u> marked with the project/contract title, the project/contract number and Tenderer's name, will be received by the Township of McKellar, 701 Hwy 124, P.O. Box 69, McKellar, Ontario, POG 1C0, until **1:00 p.m.**, local time on the advertised closing date.

The use of the mail and courier services for delivery of a tender will be at the risk of the Tenderer.

On the closing day, commencing at **1:10 p.m**. local time, the envelopes will be opened and the tenders will be read and recorded publicly at the above mentioned address. Tenders will then be checked and analyzed.

2) Disqualification of Tenders

Under no circumstances will tenders be considered which:

- a) are received after 1:00 p.m. local time on the advertised closing date for tenders.
- b) are not accompanied by a bid deposit (if applicable) in the form of a certified cheque, original bid bond, money order or bank draft, in the amount specified.
- c) are sent by fax.
- d) are not accompanied by a properly executed Agreement to Bond (if applicable).

3) Withdrawal or Qualifying of Tenders

A Tenderer who has already submitted a tender may submit further tenders 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.

A Tenderer may withdraw his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal as in his/her tender to the Township of McKellar, 701 Hwy 124, P.O. Box 69, McKellar, ON P0G 1C0.

Such a submission must be received in sufficient time to be marked before **1:00 p.m.** local time on the date for closing of tenders.

The Tenderer shall show his/her name and the project and contract numbers on the envelope containing such letter.

No faxes or telephone calls for the withdrawal or qualifying of tenders will be considered.

4) Informal or Unbalanced Tenders

All entries in the "Form of Tender" shall be made in ink, by typewriter or by printer.

Uninitialed entries or changes made in pencil shall be deemed invalid.

Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the Tenderer's signing officer), or irregularities of any kind, shall be rejected.

The Township reserves the right to waive formalities at its discretion.

Tenderers who have submitted tenders that have been rejected by the Township because of informalities will be notified of the reasons for the rejection within ten (10) days after the

closing date for tenders.

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Township may be rejected.

Wherever in a tender the 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 and Total Tender Price shall be corrected accordingly, unless otherwise decided by the Township.

If a Tenderer has omitted to enter a price for an item of work set out in the "Form of Tender", he/she, unless he/she has specifically stated otherwise in his/her tender, will be deemed to have allowed elsewhere in the "Form of Tender" for the cost of carrying out the said item of work and, unless otherwise agreed to by the Township, no increase shall be made in the total Tender Price on account of such omission.

5) Examination of Site

Each Tenderer should visit the site of the work before submitting his/her tender and must satisfy himself/herself by personal examination as to the local conditions to be met with during the construction and conduct of the work. He/she shall make his/her own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He/she is not to claim at any time later in the submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

Any person who proposes to carry out any investigation of any property relative to the proposed works shall, before entering the said property, and any other property, and before commencing the said investigation, notify the owner and occupant of such other property of the access required and obtain the agreement in writing thereto of all such owners and occupants. The person who was responsible for carrying out such an investigation or for making use of an access as aforesaid shall reinstate the property and shall be responsible for all damage and claims resulting therefrom in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the owner and the Township shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

6) Tender

Each tender shall include the "Information to Tenderers" and a completed "Form of Tender" together with any further forms or sheets which the Tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with this tender.

7) Omissions, Discrepancies and Interpretations

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she shall notify the **Director of Operations**, preferably in writing and not later than four days before the closing date for tenders.

If the **Director of Operations** considers that a correction, explanation or interpretations is necessary or desirable, he/she will issue an Addendum. No oral examination or interpretation shall modify any of the requirements or provisions of the tender documents.

The Tenderer also declares that in tendering for the work and in entering into the contract he did not and does not rely upon information furnished by the Township or any of its servants or agents respecting the nature or confirmation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for, or in connection with the tender or the contract by the Township, except information specifically excluded from this sub-section.

8) Amounts are Estimated

The amounts of the areas described in the "Form of Tender" are estimates only and are for the sole purpose of establishing a dollar amount/cost.

9) Right to Accept or Reject Tenders

The Township shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of any tender or by reason of any delay in the acceptance of a contract being prepared and executed.

The Township reserves the right to reject any or all tenders and waive formalities, as the interests of the Township may require, without stating the reasons and the lowest or any tender will not necessarily be accepted.

10) Agreement and Contract Execution

If the successful Tenderer fails to provide the Township, within the ten day period, the executed agreement, together with requirements as specified within, the Township may accept another tender, advertise for new tenders, negotiate a contract or not accept any tender, as the Township may deem advisable.

11) Proof of Ability and Sub-Contractors

In order to aid the Township in determining the responsibility of each Tenderer, the Tenderer shall complete the following statement sheets, which are attached herein:

Statement "A" stating the Tenderer's experience in similar work which he/she has successfully completed.

Statement "B" stating the work and equipment the Tenderer proposes to use to perform the work.

Statement "C" giving a list of any sub-contractor who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible.

12) List of Sub-Contractors

The Tenderer agrees to submit a list of any sub-contractors (Statement "C") who will be carrying out any part of this contract.

This list shall show the names of the proposed sub-contractors and for what work each subcontractor will be responsible.

The Township has the right to reject any of the sub-contractors so named. In this event, the Tenderer shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Township. Only one name shall be shown for each sub-trade.

The Tenderer shall not be allowed to substitute the other sub-contractors in place of those named in the tender without written approval from the **Director of Operations**. Should the Tenderer cease operation, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Tenderer is present on the site at all times. The Tenderer shall notify the Director of Operations in writing of the names and positions of the person, or persons so representing the Tenderer.

13) Workplace Safety and Insurance Board (WSIB) and Harmonized Sales Tax Requirements

The contractor shall at the time of entering into this contract with the Township, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.

The selected Tenderer shall submit such statutory declaration or clearance letter to the Township in duplicate together with the Agreement executed by the said Tenderer. One copy of the statutory declaration or clearance letter shall be attached to each of the two executed sets of the contract.

The proponent certifies that it has met all of its obligations to comply with Workplace Safety and Insurance Board and Harmonized Sales Tax requirements, so that it is able to do business in Ontario.

14) Occupational Health and Safety

For the purposes of the Occupational Health and Safety Act, the successful Tenderer is considered to be the "constructor" as defined in the Act. It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides, in addition to other thinas:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project:
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- c) THAT the health and safety of workers on the project is protected.

15) Inquires During Tendering

Tenderers are advised that inquires regarding the tender documents shall be directed to Greg Gostick, Director of Operations at roads@mckellar.ca or (705) 389-2891.

16) Insurance

General liability insurance in the amount of at least \$5,000,000.00 coverage for any one claim must be carried by the contractor. In addition, the Township shall be named as an additional insured party.

Both owned and non-owned vehicles employed under this contract will require a minimum of **\$5,000,000.00** coverage in any one claim.

The Tenderer to whom this contract is awarded shall supply the Township with proof of insurance and a copy of the policy prior to signing of the contract by Township officials and provide coverage throughout the term of the contract in the amounts specified.

The insurance policies shall comply with all requirements of the funding agencies herein attached.

17) Hold Harmless

The Contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, caused by reason of the existence or location or conditions or works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Corporation of the Township of McKellar harmless, and indemnified for all such damages and claims for damage.

18) Additional Work

- a) All unforeseen and or additional work to be performed by the Contractor must be approved by the **Director of Operations** (or his/her designate), prior to commencement of the work.
- b) All additional work, of similar nature to this contract, shall be charged at the contract unit price.

19) Security and Bonding Requirements (successful Bidder only)

The Contractor is required to provide a Performance and a Labour and Material Bond as follows, to guarantee his faithful performance of this contract and his fulfillment of all obligations in respect to maintenance and payment for Labour and Materials used on this work.

- a) Performance Bond in the amount of 100% of the contract priced where the contract price is greater than \$150,000.00.
- b) A Labour and Materials bond in the amount of 50% of the contract price where the contract price is greater than \$150,000.00.

Each Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada. An agreement to Bond must be submitted with the tender bid (where applicable). Bonding company standard 'Agreement to Bond' forms are acceptable.

The Tenderer agrees that he/she will furnish the Bonds as required herein, in duplicate within ten calendar days after the notification of award of the Contract by the Township. One copy of the said bonds shall be attached to each of the two executed sets of the Contract.

20) Method of Payment

Detailed invoices must be submitted in duplicate to:

Greg Gostick Director of Operations 701 Hwy 124, P.O. Box 69, McKellar, ON P0G 1C0

21) Anticipated Start Date

The anticipated start date for this contract is to be negotiated with the Contractor and the Township. The successful bidder will be notified upon receipt of appropriate documentation exactly when the project will commence.

22) Completion Date

The Contractor shall complete the work within 7 working days of the start date and no later than August 31, 2023. If this time limit is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the works.

23) Fixed Completion Date and Charges

1. Time

Time shall be the essence of this Contract

2. Progress of the Work and Time for Completion

The Contractor shall diligently prosecute the work on this contract in its entirety to completion by August 31, 2023.

3. Liquidated Damages

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the dates of completion specified aforementioned, or as extended in accordance with subsection GC3.07, Extension of Contract Time, of OPS General Conditions of Contract, September 1999, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$1,500.00 as liquidated damages for each and every calendar day's delay in finishing the work beyond the dates of completion prescribed above. It is agreed that this amount is an estimate of the actual loss or damage to the Owner that will accrue during the period in excess of the prescribed dates of completion.

24) Bids

All tender parts must be bid and award will be based on the sum of all the parts.

FORM OF AGREEMENT

THIS AGREEMENT made in	n duplicate this	day of	2023
BETWEEN: THE CORPORA hereinafter call		VNSHIP OF McKellar of the FIRST PART	Township
	(Name of Contrac	tor)	
Hereinafter called	d the "Contractor"	of the SECOND PART	Γ
WITNESSETH that the "Contractor herein to be made to the "Contra materials and equipment require	ctor" by the "Towr	nship", shall supply a	•
TENDER PW-2023-11 FOR MICR ROAD a	O SURFACING AP nd 2.2 km of LAKE		TAIT'S ISLAND
In accordance with accompany all of wh	ing <i>"Information to</i> ich form part of th		rm of Tender",
WITNESSETH that the "Township	o" agrees:		
 To provide the "Contractor" venecessary for the performant To pay the "Contractor" as seen as the contractor of the contractor of	ce of the work unde	r this contract.	•
IN WITNESS WHEREOF the "Control corporate seals and the hands of the			-
SIGNED, SEALED AND DELIVERE	ED in the Presence	of:	
"CONTRACTOR"		THE CORPORATION (TOWNSHIP OF McKel	
Name of Contractor (Print)	Ī	Mayor	
Signature of Contractor	Ō	Clerk	
Witness	Ţ		<u> </u>

Township of McKellar

Date

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Date

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FORM OF TENDER

The Tenderer has carefully examined the Provisions, Specifications and Conditions referred to in the Tender Documents hereto as part of the work to be done under this Contract. The Tenderer also understands and accepts the said Provisions, Specifications and Conditions and hereby states that the prices set forth in this tender include full compensation to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Specifications and Conditions referred to in the said Tender Documents.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if not found to be required.

Notification of acceptance may be given and delivery of the "Form of Agreement" made by prepaid post, addressed to the Tenderer at the address contained in this Tender.

Project Description: Micro Surfacing Application

Township of McKellar

Project Locations: TAIT'S ISLAND ROAD & LAKESIDE DRIVE

Item No.	Description	Location	Quantity in m ²	Unit Price	Amount
1	Type II Micro Surfacing	TAIT'S ISLAND ROAD	21, 700 m²		
2	Type II Micro Surfacing	LAKESIDE DRIVE	15, 400 m²		
			Subtotal		
			HST		
		Total	Tender Price		

Offered on behalf of:	
Contractor:	
Address:	
Telephone:	Fax Number:
Authorized Signature:	Seal:
Name: (Please Print or type)	
Witness:	
Date:	

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FORM OF TENDER STATEMENT "A' Tenderer's Experience

As an integral part of this tender, the Tenderer shall list here his/her experience in work of a similar nature to that being tendered, which he/she, has successfully completed

YEAR DESCRIPTION FOR WHOM APPROXIMATE OF CONTRACT PERFORMED VALUE

FORM OF TENDER STATEMENT "B" Proposed Work and Equipment

As an integral part of this tender, the Tenderer shall provide below, a statement of the work and equipment he/she proposed to use for the work.

WORK EQUIPMENT

FORM OF TENDER **STATEMENT "C" List of Proposed Sub-Contractors**

Section 11 and 12 of the "Information to Tenderers" requires the Tenderer to list on this statement sheet the name of each proposed sub-contractor.

SUB-TRADE

PROPOSED SUB-CONTRACTORS

GENERAL CONDITIONS:

Ontario Provincial Standards General Condition of Contract – September 1999

General Condition of Contract and the Ontario Provincial standard listed below apply to this Contract unless otherwise stated in the attached Tender documents. The particular version in effect at the time of the Contract is advertised shall apply. Where further detail or clarification is required, reference shall be made to the appropriate Ontario Provincial Standard below.

Spec No.	Date	Spec. No.	Date
127	Apr. 2005	501	Feb. 1996
128	Jun. 2002	506	Nov. 2001
180	Jan. 1994	543	Dec. 1990
310	Nov.2004	1001	Nov. 2002
304	Apr. 1999	1150	May 1994

Payment, Holdback and Completion:

- a) Monthly payment shall be paid for ninety percent (90%) of the estimated value of the work performed, within (30) calendar days of certification of the work estimate by the Contractor. The Municipality shall prepare the estimate.
- b) In addition to the normal ten percent (10%) hold back, additional hold back may be retained to cover any written liens submitted during the Contract.
- c) As soon as possible following the certification of completion of the contract, the Municipality shall prepare the final estimate of payment and submit it for certification by the Contractor and any Subcontractors. The Contractor shall return the certified final estimate and Worker's Compensation Board clearance within thirty (30) calendar days.
- d) Hold back not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the Municipality that the Contract is 'complete' (see construction lien Act).

Scope of Work:

The Roads that are to be micro sealed are identified on Schedule 'A' attached hereto.

SPECIAL PROVISIONS:

GENERAL SPECIAL PROVISIONS:

Intent of These Provisions

These Special Provisions, forming part of this Contract, are in addition to any specifications and modify the work or cover work not contained therein.

The Standard specifications, read in conjunction with the special Provisions, form the complete specification governing the work to be performed under this contract.

Micro Surfacing Type

The Contractor shall provide all labour, equipment and material to install Type II Micro **Surfacing** over the existing high float double surface treatment.

Contractor's Schedule of Work

Prior to the commencement of work, the Contractor shall provide a completed "Schedule of Work". No work shall be carried out on Saturdays and Sundays.

Road Width

The application of Micro Surfacing will be over the full width of the existing surface treatment which is approximately 7.0 metres wide and approximately 1 metre wider on the horizontal road curves.

Road Intersections

Specified side road intersections with surface treatment shall be micro surfaced approximately 10 metres back from the edge of the roadway including intersection radii.

Micro Surfacing Design

- The micro surfacing mix design shall be determined by a materials laboratory equipped to determine the mix proportions and prepare the job mix formula.
- The mix design shall identify the aggregate source.
- The compatibility of the aggregate and the emulsified asphalt shall be confirmed by the laboratory designing the mix.
- All component materials used in the mix design shall be representative of the material to be used on the contract.
- The mix design proportions shall be within the following limits:
- Residual Asphalt: 7.5% 13.5% by dry mass of aggregate
- Mineral Filler: 0% 3.0% by dry mass aggregate
- The micro surfacing material shall be designed so that traffic can resume on the surface within four hours.
- Two weeks prior to the start of the micro surfacing operation, the final mix design shall be submitted in writing to the Contract Administrator together with the results of the tests listed in Table 1. The material shall only be placed after the mix design is reviewed by the Contractor Administrator.
- Approval by the Contract Administrator shall not relieve the Contractor of any guarantees stipulated within the contract.

Materials

Emulsified Asphalt 336.05.01

The emulsified asphalt shall be designed for micro surfacing work and shall meet the requirements of OPSS 1103.

Mineral Filler 336.05.03

Mineral filler shall be Portland Cement Type 10 meeting the requirements of CAN/CSAA5/A8/A362.

Water 336.05.04

Water shall be according to OPSS 1302.

Equipment

Subsection 336.06.02 of OPSS 304 is amended by the addition of the following: The Contractor shall only use equipment of newer vintage and in good condition. The equipment proposed must be acceptable to the municipality.

Rotary Power Brooms 336.06.01

Rotary power brooms shall be capable of cleaning gravel, sand, dirt and other debris from the roadway surface.

Mixing and spreading Equipment 336.06.02

Mixing equipment shall be specifically designed and manufactured to mix and place micro surfacing material.

Spreading equipment shall be designed to spread a fine mist of water on the road surface immediately prior to spreading of micro surfacing.

The spreader box and rear strike-off shall be designed and operated to ensure that a uniform consistency is achieved and to produce a free flow of material to the rear strike-off.

The spreader box shall have suitable means provided to adjust the box to compensate for variations in the pavement geometry. The spreader box shall be capable of spreading micro surfacing in one pass at varying widths up to 3.75 metres.

Alignment Control

A string line or other device shall be provided to ensure that the longitudinal edges of the new surface meet the existing pavement edge.

Construction

Operational 336.07.01

The micro surfacing shall only be placed when the atmospheric temperature is at least 10 degrees Celsius and rising and the weather is free of fog, rain, or high relative humidity and there is no forecast of temperatures below 0 degrees Celsius within 24 hours from the time of the application.

Traffic, including construction traffic, shall be kept off the freshly placed mixture to prevent damage to the surface. The Contractor shall be solely responsible for keeping traffic off of the new surface and shall at the contractor's cost, repair/replace surfaces damaged by premature traffic.

Start date of the application of the micro surfacing shall be arranged with Public Works Superintendent.

Documentation 336.07.02

A summary of the quantity and application rate of the micro surfacing placed and a list of the quantities used for each of the components: aggregate, emulsified asphalt, water, mineral filler, and additive shall be submitted daily to the Contract Administrator or representative.

Surface Preparation 336.07.03

Surfaces shall be swept clean with a rotary broom. Areas inaccessible to the power broom shall be cleaned manually.

Material Application 336.07.04

Micro surfacing application rates shall be as per OPSS-377 Table 3.

Handwork 336.07.04

Areas which cannot be reached with the micro surfacing machine shall be surfaced using hand squeegees to provide complete and uniform micro surfacing coverage. The area to be hand worked shall be lightly dampened prior to mix placement and the micro surfacing applied concurrent with the machine applied process.

Appearance 336.07.06

The finished micro surfacing including areas of handwork shall have a uniform texture, free from excessive scratch marks, tears or other surface irregularities. Tear marks in any 12 s.m. area per lane are considered excessive if there are:

- a) four or more marks \pm 12 mm wide and \pm 100 mm long.
- b) any marks ± 25 mm wide and ± 25 mm long

There shall be no longitudinal ripples raking, wash-boarding, chatter, or other irregularities that will affect ride quality.

The edges of the micro surfacing shall be finished uniform, with neat appearance along the roadway centerline, lane lines, shoulder, pavement edge and curb lines.

Joints 336.07.07

The longitudinal and transverse joints shall be uniform in appearance with no excessive buildup of material. Micro surfacing shall be placed to match lane configurations.

Clean Up 336.07.08

All areas, such as shoulders and gutters, shall have the micro surfacing material removed as specified by the Contract Administrator. Removal of any debris associated with the performance of the work shall be done on a daily basis. Appurtenances shall be free of micro surfacing and left in operable condition.

Repair of Damaged Surfaces 336.07.09

Damaged micro surfacing surfaces shall be repaired by the Contractor at his own cost.

Trial Area 336.07.10

A trial area 100 metres in length and one lane wide shall be placed at the commencement of the micro surfacing operation, to demonstrate the ability to produce micro surfacing according to this specification.

Within four hours, the Contract Administrator will inspect the micro surfacing for conformance. The Contractor shall be required to repeat this operation on a new trial area until the micro surfacing placed in the trial area meets the specification.

All costs associated with unacceptable trial areas shall be borne by the Contractor.

The location of the trial area shall be approved by the Contract Administrator.

Management and Disposal of Excess Material 336.07.11
Management and disposal of excess material shall be according to OPSS 180.

Quality Assurance

Sampling 336.08.01

The aggregate shall be stockpiled two weeks prior to construction for sampling and testing. Samples for gradation testing shall be taken from the stockpile as determined by the Contract Administrator.

Payment

Payment for the micro surfacing shall be by the square metre as measured in place.

The quantities shall be jointly measured by the Owner's representative and Contractor.

The unit prices shall include all intersection work.

Payment at the unit price shall be full compensation for all labour, equipment and material required to do the work with no deduction for appurtenances.

Removal, disposal and replacement of any damaged or defective micro surfacing is at the Contractor's expense.

The accepted trial area shall be paid for at the contract unit price for micro surfacing.

SCHEDULE 'A'

Micro Surfacing Application Locations

Length	Roads	Approx. Width
3100 metre	Tait's Island Road	7.0 metre wide
2200 metre	Lakeside Drive	7.0 metre wide