



**SNC • LAVALIN**

**Brun-Way Highways Operations Inc.**

1754 Route 640

Hanwell, New Brunswick, Canada, E3C 2B2

☎ 506.474.7750 📠 506.474.7752

**Letter of Acknowledgement**

Date: May 10, 2019

Brun-Way Highways Operations Inc.

Att: Shannon Briand

1754 Route 640

Hanwell, NB E3C 2B2

Dear Mrs. Briand,

**Contract for Provision of: RFP BHOI 103-2019-03**

1. We acknowledge receipt of your Request for Quote package.
2. A) We have received all the documents listed in the Request for Quote without damage and in usable condition.  
B) We have read the Request for Quote and will tender in accordance with the specified requirements.

**Or**

3. We will not be submitting a quotation because:

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Contractors Name: \_\_\_\_\_ Date: \_\_\_\_\_

Yours Sincerely,





SNC • LAVALIN

# **BRUN-WAY HIGHWAYS OPERATIONS INC.**

Request for Proposal (“RFP”)

**RFP/Project No:** BHOI 103-2019-03

**Description:** Microsurfacing

**Location:** Between Hartland and Longs Creek on Route 2, New Brunswick



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## INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL

- 1.1. The project consists of placing microsurfacing on the existing asphalt pavement on Route 2 and four ramps of the Trans-Canada Highway between Hartland and Longs Creek, NB. The detailed locations are outlined in [Schedule B](#).
- 1.2. A Bidder's pre-qualification signifies that it has met the minimum requirements of Brun-Way Highways Operations Inc. ("Brun-Way") and does not mean that it is on equal footing with other pre-qualified Bidders. Further, and notwithstanding a Bidder's pre-qualification, Brun-Way reserves the express right to consider such criteria, as described in paragraph 6.0 below, in accepting or rejecting any Proposal.
- 1.3. Brun-Way reserves the right to invite additional Bidders to respond to this RFP, in its sole discretion.
- 1.4. Only one of a contractor's related, associated, or affiliated companies or businesses shall be entitled to submit a Proposal for the Project.
- 1.5. Brun-Way is wholly-owned subsidiary of SNC Lavalin. Founded in 1911, SNC-Lavalin is one of the leading engineering and construction groups in the world and a major player in the ownership of infrastructure. From offices in over 50 countries, SNC-Lavalin's employees are proud to build what matters. Our teams provide EPC and EPCM services to clients in a variety of industry sectors, including oil and gas, mining and metallurgy, infrastructure and power. SNC-Lavalin can also combine these services with its financing and operations and maintenance capabilities to provide complete end-to-end project solutions.

One of Canada's largest operations and maintenance service providers, our team has a regional presence in France, the United States, Saudi Arabia, Qatar and Algeria. Our range of services includes the operations & maintenance of airports; roads, bridges, and rail systems; industrial facilities; defence & logistics support and integrated real estate solutions. We provide around-the-clock support for mission critical activities. Whether supplying facilities management services for banking, data and broadcast centres, or supporting Canada's military on land, water or in the air, we provide our clients with peace of mind while allowing them to operate efficiently and focus on their core operations.

[www.snclavalin.com](http://www.snclavalin.com)



**INSTRUCTIONS TO BIDDERS**

**2.0 RFP DOCUMENTS**

- 2.1. The RFP Documents consist of these Instructions to Bidders and all of the documents identified in the table of contents.
- 2.2. The drawings and specifications are the property of Brun-Way. If requested by Brun-Way, the drawings and specifications shall be returned to Brun-Way in good condition no later than seven (7) days after the RFP closing date described herein (the "RFP Closing").
- 2.3. Each Bidder shall verify in its Proposal that it has received and reviewed all of the RFP Documents and shall assume responsibility for the RFP Documents received as being complete. Any missing RFP Documents shall be reported immediately to Brun-Way at the address set out herein.
- 2.4. The RFP Documents are made available only for the purpose of obtaining Proposals for the Project. Their use does not confer a licence or grant for any other purpose.

**3.0 QUESTIONS ARISING DURING BIDDING**

- 3.1. Bidders must familiarize themselves with the requirements of the RFP Documents before submitting their Proposals, and satisfy themselves as to their ability and the ability of their subcontractors and suppliers to meet the requirements for the timely progress and completion of the Project and to execute the work in full accordance with the RFP Documents.
- 3.2. Bidders finding discrepancies in, or omissions from, the RFP Documents, or having doubt as to the meaning or intent thereof, prior to the Proposal Closing, shall at once and no later than two (2) business days before the scheduled date of Proposal Closing, notify Brun-Way, who will arrange for written instruction, if necessary, in the form of an addendum, to be sent to all Bidders. All such addenda shall become part of the RFP Documents. Any oral responses or instructions which Bidders might receive from, or on behalf of Brun-Way, will neither bind Brun-Way, nor change, modify, amend or waive any of the requirements contained in the RFP Documents.
- 3.3. All matters and inquiries relating to the interpretation of the RFP Documents shall be directed to Brun-Way at the following address:

**Attention: Stephanie Clayton, P.Eng**  
  
**Brun-Way Highways Operations Inc.**  
**1754 Route 640**  
**Hanwell, NB**  
**E3C 2B2**

<b>Phone Number:</b>	<b>(506) 474-7750</b>	<b>Mobile Number:</b>	<b>(506) 461-8220</b>
<b>Email:</b>	<b>Stephanie.clayton@snclavalinom.com</b>	<b>Fax Number:</b>	<b>(506) 474-7771</b>



**4.0 EXAMINATION OF SITE**

- 4.1. Before submitting a Proposal, Bidders may examine the Project site and surroundings and satisfy themselves as to the existing conditions and limitations of the Project site, the means of access to the site and the nature and quantity of work required. Arrangements can be made to meet with a Brun-Way representative on-site, if necessary. Bidder Representatives examining the Project Site must notify Brun-Way of their presence on site and must wear the appropriate PPE (hi-visibility vest, long sleeve shirts, hard hat, safety boots, safety glasses, and any additional specialized PPE).
- 4.2. No adjustments to the Project schedule or to the price of the Contract entered into with a successful Bidder will be made for difficulties encountered due to conditions, features or peculiarities of the Project site which exist and are known, reasonably discernible, or visible at the time of Proposal.

**5.0 PROPOSAL SUBMISSION**

- 5.1. Proposals shall consist of the following:

- 5.1.1. The Bid Form provided herein, fully completed in ink or typewritten, with signatures, dated, sealed and witnessed as appropriate;

A Bid Deposit in the form of a Certified Cheque in the amount of \$200,000 or a Bid Bond in the amount of \$200,000 signed, sealed and issued by a surety authorized to transact business in the province of New Brunswick. Brun-Way reserves the right to approve or reject any surety, in its reasonable discretion. The Bid Deposit shall remain valid and will be retained by Brun-Way until one week after the contract is awarded. At this time, the unsuccessful Bidders can make arrangements with Brun-Way to have their Bid Deposit returned to them. The successful Bidder's Bid Deposit will be returned to them once they have submitted the 50% Performance Bond and 50% Labour & Material Payment Bond. The Bid Deposit or Bid Bond shall be made out to Brun-Way Highways Operations Inc.;

- 5.1.2. An Agreement to Bond, with respect to the Project requirements for a 50% Performance Bond and 50% Labour & Material Payment Bond, signed, sealed and issued by a surety authorized to transact business in the province of New Brunswick.

- 5.1.3. The Documents listed under the "Pre-Selection" [section 4.4](#) of the Health and Safety Program in Schedule B of this RFP.

- 5.1.4. Preliminary schedule of construction sequences, equipment, and manpower.

- 5.2. Proposals shall stipulate the unit prices in Canadian currency for the Project, including all the requirements of the RFP Documents, without qualifications.

- 5.3. No oral Proposals will be considered. Faxed or e-mailed Proposals will only be considered if the contract value is less than \$50,000. For contract values greater than \$50,000 the Proposal shall be couriered or hand delivered. Couriered or hand delivered Proposals shall be enclosed in sealed opaque envelopes, bearing the name of the Bidder, the Project name and the RFP/Project number, addressed and delivered to Brun-Way at:



**Attention:** Shannon Briand  
Purchasing and Claims Coordinator  
Brun-Way Highways Operations Inc.  
1754 Rte. 640  
Hanwell, NB, E3C 2B2

**By no later than:** Friday, May 24, 2019  
**At:** 12:00 Noon, Atlantic Daylight Savings Time

According to the time clock located in the office of Brun-Way where the Proposals are received ("Proposal Closing").

- 5.4. Any Proposals received after the Proposal Closing will be rejected.
- 5.5. Proposals submitted prior to Proposal Closing may be modified or withdrawn by the Bidder at any time prior to Proposal Closing, by written notice to Brun-Way, delivered personally or by courier to the above noted address, and subject to the conditions set forth below:
- 5.6. Amendments or other replacements of bids are permissible up to the closing date and time identified in the bid request instructions, only by submission of a new bid in its entirety. The replacement bid shall be clearly marked as superseding any previously submitted bid response, and must bear the same signature of the authorized representative of the bidder who executed and sealed the original proposal.
- 5.7. To withdraw a Proposal, prior to Proposal Closing, Brun-Way must receive from the Bidder a letter to this effect, bearing the same signature of the authorized representative of the Bidder who executed the original Proposal. No other method of Proposal withdrawal shall be considered. Withdrawn bids received in a sealed envelope shall be returned unopened to the withdrawing bidder.
- 5.8. Bidders may not make modifications to their Proposals, or withdraw their Proposal, after Proposal Closing.
- 5.9. Proposals shall be irrevocable and subject to acceptance by Brun-Way, until award of the contract or the anticipated start date of the project, whichever comes first.

**6.0 ACCEPTANCE OR REJECTION OF PROPOSALS**

- 6.1. Brun-Way will reject as informal, irregular, invalid, or non-compliant, any Proposal that contains obvious errors, alterations or erasures, or is incomplete, unbalanced, conditional, illegible or obscure.
- 6.2. Proposals will be opened in private by Brun-Way, and Brun-Way will not reveal the Proposal results or the relative rankings of bidders.
- 6.3. The submission of Proposals does not obligate Brun-Way to accept any Proposal or to proceed further with the Project.
- 6.4. Brun-Way may, at its sole discretion, elect not to accept any and all Proposals for any reason. Alternatively, Brun-Way reserves the right to cancel this Request for Proposals if the prices submitted exceed Brun-Way's budget, or should Brun-Way not receive any satisfactory Proposals, or if an insufficient number of Proposals are submitted, or where unforeseen circumstances arise after Proposal Closing, or for any other reason.



## **INSTRUCTIONS TO BIDDERS**

10/05/2019

6.5. Brun-Way reserves the right, in its sole discretion, to reject any or all Proposals without notice or reasons including, without limitation, the lowest Proposal, and to accept the Proposal that, in Brun-Way's sole discretion, is deemed most advantageous, notwithstanding any custom, usage or agreement in the industry or trade, or any other policy or practice. The successful Proposal, if any, will be selected based on any number of criteria that Brun-Way, in its sole discretion, considers relevant, including, without limitation, any combination of price, scheduling, experience, proposed sub-trades, qualifications and related experience, compatibility of the Bidder based on its reputation and past work experience with Brun-Way, proposed personnel, health and safety and quality control programs of the Bidder, and any other factor that Brun-Way deems relevant.

Brun-Way reserves the right to disqualify a bidder from the bid process who has been identified as a high financial risk.

6.6. Brun-Way reserves the right to negotiate any aspect of a Proponent's Proposal or an Agreement or both, including, without limitation, with respect to proposed pricing or services prior to awarding an Agreement to a successful Proponent.

6.7. Brun-Way reserves the right to conduct negotiations with one or more preferred Proponents.

6.8. Brun-Way will not be required to inform the Bidders of the relative weight to be given to any particular evaluation criterion or to provide reasons to any Bidder with respect to any exercise by Brun-Way of its discretion when accepting or rejecting Proposals.

### **7.0 BIDDERS OBLIGATIONS**

7.1. By submitting Proposals, Bidders acknowledge that they have read and accept and agree to be bound by all of the terms, conditions and stipulations set out herein (including those found in schedules C, D, E and F) and further acknowledge and agree that Brun-Way, the Project Owner and their representatives and agents will have no liability or obligation to any Bidder whose Proposal is not accepted and expressly waive any rights they may have to any claim against Brun-Way, the Project Owner and their representatives and agents relating, in any way, to this Invitation for Proposals.

7.2. The Bidders shall be responsible for all costs related to the preparation of their Proposals and participation in the RFP process. Under no circumstances shall Brun-Way, the Project Owner or their representatives or agents be liable, in contract, tort, restitution or any other legal theory, to any Bidder for any claim, action, loss, damage, costs or liability whatsoever arising from the preparation of a Proposal, any act or omission by Brun-Way, including the rejection or evaluation of any or all of the Proposals, any negotiations in respect to the Proposals, or the selection of any Bidder.

7.3. Without limiting the generality of the foregoing, Brun-Way, the Project Owner and their representatives and agents shall not be liable to any Bidder for any claim, action, cost, loss, damage or liability whatsoever arising from or related to any information or advice or any errors or omissions that may be contained in the RFP Documents, or any data, materials or documents disclosed or provided to a Bidder pursuant to this Invitation for Proposals, or otherwise.

### **8.0 TAXES**

8.1. The Bidders shall include all taxes in their Proposal price.





## INSTRUCTIONS TO BIDDERS

10/05/2019

### 9.0 AWARD

- 9.1. Brun-Way will issue notification of award to the successful Bidder of Brun-Way's acceptance of the Proposal only after the appropriate levels of authority authorize the Proposal.
- 9.2. Within five (5) business days from the date of the successful Bidder's receipt of the notification of award, the successful Bidder shall deliver to Brun-Way at the above-noted address.
  - 9.2.1.A completed "Supplier Compliance Package" ([accessible by this link](#), to be completed by successful bidders not already in compliance) including, but not limited to: a valid Workplace Safety and Insurance Board Certificate of Clearance, or equivalent certificate, in accordance with applicable construction health and safety legislation; Certificates of Insurance evidencing coverage for all required insurance policies applicable to the work; Code of Business Conduct; Declaration of Professional Licenses and Permits and the Supplier Trade Code Checklist.
- 9.3. Once the successful Bidder has become an approved "Supplier" a Purchase Order will be issued. The Proposal will be deemed accepted and the contract awarded, in accordance with the terms and conditions of the existing Term Contract, on the Bidder's return of the duly signed Purchase Order. Brun-Way will contact all Bidders upon issue of the successful Bidder's Purchase Order, to notify them on the status of their bid.
- 9.4. Within five (5) business days from the date of the successful Bidder's receipt of the Purchase Order, the successful Bidder shall deliver to Brun-Way at the above noted address:
  - 9.4.1.A 50% Performance Bond and 50% Labour and Material Bond issued by the surety which issued the Bid Deposit;
  - 9.4.2.A detailed schedule indicating construction sequences, manpower, and equipment required to complete the work in accordance with the construction schedule prescribed by Brun-Way;
  - 9.4.3.A Job Hazard Analysis for the work submitted on Form 6831.2.2, see [Health and Safety Program](#).
  - 9.4.4.Signed copy of the Purchase Order.
- 9.5. Brun-Way shall be entitled, in its sole discretion, to vary or extend any of the time limits in this part.
- 9.6. If the successful Bidder upon receipt of the Purchase Order fails to deliver the documents identified in paragraph 9.4 above, within the time prescribed, the successful Bidder's Bid Deposit shall be forfeited to Brun-Way and, in addition, the successful Bidder shall indemnify and save harmless Brun-Way from all loss, damage, cost, charge and expense which Brun-Way may suffer or be put to by reason of the successful Bidder's default, including, without limitation, the difference between the bid price of the successful Bidder and any greater sum which Brun-Way may expend or incur by reason of such default.
- 9.7. STATUTORY DECLARATIONS: Requests for payment (either for lump sum amounts or for Progress Payments and/or Holdback) must be accompanied by a duly signed Statutory Declaration (to be provided to the successful bidder).



**INSTRUCTIONS TO BIDDERS**

10/05/2019

**10.0 COMMENCEMENT OF THE WORK**

- 10.1. Submission of a Proposal constitutes a Bidder's agreement to commence the Project work promptly and to execute the Project work without interruption until completion in accordance with the terms and conditions of the existing Term Contract and construction schedule prescribed by Brun-Way, upon Brun-Way's acceptance of Proposal.
- 10.2. Bidders are required to ensure, before submitting Proposals, that an adequate supply of materials, equipment and labour are available for the Project work until completion.
- 10.3. The successful Bidder shall upon receipt of the Purchase Order, proceed with the procurement of component materials and equipment, to avoid any delays to the Project.
- 10.4. Prior to the commencement of the work, all submissions required by the Contract Documents shall be forwarded for review to Brun-Way.

**11.0 SUPPLEMENTS TO BID FORMS**

**11.1. UNIT PRICES**

- 11.1.1. Unit prices are prices for **specific measurable units** of material and labour.
- 11.1.2. Unit prices must include the cost of all labour, material, equipment, mark-ups, overheads, direct and indirect supervision and profit (excluding Harmonized Sales Tax) in force at the time of Proposal and shall represent the net cost to Brun-Way.

**11.2. BIDDERS PROPOSED ALTERNATIVES**

- 11.2.1. The Bidders are invited to submit alternatives. Such alternatives must include the cost of all labour, material, equipment, mark-ups, overheads, direct and indirect supervision and profit in force at the time of Proposal and shall represent the net cost to Brun-Way.
- 11.2.2. Alternatives can be proposed on paper attached to the Bid Form document, giving a brief description and stating the net difference (extra/credit) in the Proposal amount for each substitution and the impact on schedule and on the lifecycle performance of the work.
- 11.2.3. Proposed alternatives must include material or product names and complete specifications. Proposal price must include all specified equipment and materials.

**12.0 INTERFERENCE WITH EXISTING OPERATIONS**

- 12.1. The normal operations of the Project site must be maintained at all times. All precautions and every care must be taken to ensure that interference or disruptions are minimized.



# **SCHEDULE A – BID FORM**

May 10, 2019



**PROJECT NO: BHOI 103-2019-03**

**Microsurfacing**

Between Hartland and Longs Creek on Route 2, NB

**Bid Closing Date: Friday May 24, 2019 Bid Closing Time: 12:00 Noon**

Company Name:			
Street Address:			
City/Town:			
Province:			
Postal Code:			
Telephone:		Fax:	
Name of Main Contact:			
Cell number:		Email:	

**BRUN-WAY HIGHWAYS OPERATIONS INC. (hereinafter refer to as BRUN-WAY)**

Sir/Madam:

I/We agree to supply all necessary labour, materials, plant, equipment and services for the execution and completion of the above noted Project in accordance with the RFP Documents for the contract sum of \$ \_\_\_\_\_ Dollars including all applicable taxes (**HST Excluded**), custom duties and excise taxes with respect to the Contract unless stated otherwise in Supplementary General Conditions.

The following amount for the Harmonized Sales Tax (applicable HST) is in addition to the above contract sum. \$ \_\_\_\_\_

I/We have received and allowed for Addenda numbered as follows: \_\_\_\_\_ in preparing my/our Bid.

Enclosed is our Bid Deposit in the amount of \$200,000 made payable to BRUN-WAY HIGHWAYS OPERATIONS INC. Also enclosed is our Agreement to Bond for 50% Performance Bond and 50% Labour and Material Bond.

I/We understand that the price(s) submitted in this Bid is/are irrevocable and open for acceptance by Brun-Way, irrespective of the acceptance of any other Bid, until award of the contract or no later than the anticipated start date of the project, whichever comes first.

I/We have carefully examined all the RFP Documents, have had the opportunity to visit the Project site and register with the BRUN-WAY Representative conducting the Site visit, and have a clear and comprehensive knowledge of the Work required under this Contract and of all the working conditions.

I/We are skilled in the performance of the Work required by this Bid, are able to perform the Work in accordance with the RFP Documents, and are in a position to commence the Work immediately upon receipt of the BRUN-WAY Purchase Order and to carry it through to a prompt and satisfactory conclusion.

I/We hereby certify that this Bid is in full compliance with all tax statutes and that, in particular, all returns required to be filed under all federal and provincial tax statues have been filed and all tax due and payable under those statues have been paid or satisfactory arrangements for their payment have been made and maintained.



I/We also submit below the breakdown of the Stipulated Proposal Price:

ITEM (Unit bid to be either typewritten, printed or written in ink in words)	MEASURE- MENT	ESTIMATED QUANTITY	UNIT PRICE (in figures)	TOTAL (in figures)
1. Bituminous Tack Coat (Item 259)  _____ Dollars  _____ Cents	Sq. Meter	274,700	\$	\$
2. Microsurfacing – Passing lane / ramps scratch and final coat (Item 290)  _____ Dollars  _____ Cents	Sq. Meter	156,300	\$	\$
3. Microsurfacing - Travel lane rut fill, scratch and final coat (Item 290)  _____ Dollars  _____ Cents	Sq. Meter	118,400	\$	\$
ESTIMATED CONTRACT PRICE			\$ _____	(In figures)
Applicable HST			\$ _____	(In figures)
TOTAL ESTIMATED CONTRACT PRICE (including HST)			\$ _____	(In figures)

By selecting this checkbox the bidder agrees to comply with all of Brun-Way Highways Operations Inc. Terms and Conditions per the Supplier Compliance Package and the Health and Safety requirements as per the Health and Safety Program.



<b>Company Name:</b>	
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I/We also submit below the names of our proposed Subcontractors upon which my/our Bid is based, as follows:

TRADE	COMPANY
1. _____	_____
2. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

I/We hereby confirm and declare that this Bid is made by me/us without any connection, knowledge, comparison of figures or arrangements with any other person who might submit a Bid for the same work, and is in all respects fair and without collusion or fraud.

I/We hereby confirm and declare that if Brun-Way accepts this Bid and awards us the Contract for the Project and I/we should fail to deliver the WSIB, or equivalent Certificate, Certificates of Insurance, and other documents identified in paragraph 9.2 of in Brun-Way's Instructions to Bidders, our Bid Deposit shall be forfeited to Brun-Way and/we shall also indemnify and save harmless Brun-Way from all loss, damage, cost, charge and expense which Brun-Way may suffer or be put to by reason of our default herein.



<b>Company Name:</b>	
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Conflict of Interest Declaration

I/We hereby confirm that there is not nor was there any actual or perceived conflict of interest in submitting this Bid or performing the Work required by the Contract.

[or if applicable, strike out the above and include the following:]

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in my/our company submitting this Bid or the contractual obligations of the Contractor, under the Agreement:

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Name of Contractor

Signature of Company Official

Title

Signature of Witness

Title

Date



# **SCHEDULE B – DESCRIPTION OF SERVICES AND SPECIFICATIONS**

May 10, 2019



**1.0 SCOPE OF WORK**

1.1. The project consists of placing microsurfacing in various locations between Hartland and Longs Creek along Route 2 and intersecting ramps. These locations are outlined in the table below.

**Table 1.0 - Microsurfacing Sections**

Treatment	Direction	Lane	Km Start	Km End	Length (m)	Width (m)	Area (m2)
Scratch & final	EB	185 off ramp	0+000	0+600	600	8.1	4,860
Scratch & final	EB	185 on ramp	0+000	0+500	500	8.1	4,050
Rut fill scratch & final	EB	Travel	185+060	186+460	1,403	3.7	5,191
Scratch & final	EB	Passing	185+060	186+460	1,403	3.7	5,191
Scratch & final	EB	Passing	216+200	223+000	6,729	3.7	24,897
Rut fill scratch & final	EB	Travel	219+140	223+000	3,822	3.7	14,141
Scratch & final	EB	223 on ramp	0+000	0+900	900	8.1	7,290
Scratch & final	EB	Passing	235+750	250+390	14,826	3.7	54,856
Rut fill scratch & final	EB	Travel	237+000	250+390	13,507	3.7	24,988
Rut fill scratch & final	WB	Travel	205+280	195+350	13,507	3.7	24,988
Scratch & final	WB	Passing	205+280	195+350	7,910	7.4	58,534
Scratch & final	WB	185 off ramp	0+000	0+750	750	8.1	6,075
Rut fill scratch & final	WB	Travel	179+500	174+400	5,348	7.4	19,787
Scratch & final	WB	Passing	179+500	174+400	5,348	7.4	19,787

NOTE: The exact section is determined by starting at the noted KM marker then driving in the direction of travel the given distance. The exact limits will be identified in the field by Brun-Way with the Contractor prior to starting the work.

- 1.2. All labour, equipment, and materials, including supply and delivery, required to complete the project shall be included in the Contractor's bid prices.
- 1.3. The Contractor shall assume a PG asphalt cement unit price \$850.25/t (OHMPA AC Price Index for April 2019) when determining the mix unit prices.
- 1.4. The supply and application of the microsurfacing must meet the requirements outlined in Item 290 – Microsurfacing, a copy of which is attached. Seven (7) days prior to the commencement of the work, the Contractor must submit the certificate of analysis from the emulsified asphalt supplier indicating that the physical properties of the binder meet the requirements outlined in the specification. Also, prior to commencement of the work, the contractor must submit the mix design to Brun-Way Highways Operations.
- 1.5. The Contractor is responsible for any surface preparation that may be required prior to the application for any layer associated with the microsurfacing. This includes all sweeping / cleaning of the existing pavement surface.
- 1.6. The rut data provided with this tender is for information purposes only and was collected in 2018.



- 1.7. The Contractor shall use equipment specifically designed to fill in ruts. An example of such equipment would be a rut box attachment.
- 1.8. The Contractor shall provide protection for any expansion joints on structures within the project areas – as all overpasses and bridges that intersect the work area are to be microsurfaced.
- 1.9. Compensation payable to BHOI or the Contractor for the payment adjustment for change in PG asphalt cement price and the asphalt cement content will be calculated in accordance with Attachment “A” attached herein.
- 1.10. Project Chainage: The contractor can choose to install/maintain stakes to assist with the project to benefit operations. Brun-way will not be staking out the chainage. If the Contractor chooses to stake the Project chainage they will be required to remove all stakes when complete.
- 1.11. Each work area must be cleaned – as per the Engineer’s satisfaction and in accordance with OMR 405 Facility cleaning. Debris that presents a potential hazard to the public must be removed immediately. Upon completion the work area must be cleaned and returned to its original state.
- 1.12. Any damages to the Facility shall be repaired by the Contractor to the satisfaction of Brun-Way. The work area must be returned to its original state – as per Brun-Way’s satisfaction.
- 1.13. Work cannot commence prior to August 6, 2019 without prior written approval from Brun-Way.
- 1.14. Following award a detailed schedule of activities, equipment, and manpower shall be submitted to Brun-Way and updated on a regular basis or as the schedule changes.

**2.0 TRAFFIC MANAGEMENT**

- 2.1. The Contractor will supply all appropriate traffic control devices (cones, barrels, signs, stands, arrow boards, TMA, etc.) necessary to complete the work.
- 2.2. The Contractor is responsible for installing / dismantling / managing all traffic control devices necessary to perform the work, cost of which is considered incidental to the work. The traffic measures in place will be in accordance with the 2015 edition of the New Brunswick Department of Transportation’s Work Area Traffic Control Manual (WATCM) revised in 2015. Violations to the WATCM, could result in a financial penalty totalling \$30,000 per occurrence to the Contractor. Prior to commencement of the work the Contractor must submit to Brun-Way their proposed traffic plan for each work location.
- 2.3. The Contractor is permitted to work only during daylight hours. This includes the time it takes to set up and dismantle the traffic control devices.
- 2.4. A lane closure cannot be in place at the same location for more than three (3) days. The Contractor must schedule the work in accordance with this WATCM requirement.
- 2.5. Any Traffic Control Persons (TCP’s) required throughout the Project and associated signage, will be supplied by the Contractor at their cost.
- 2.6. Any additional equipment (i.e Trail Vehicles) required to complete the work according to the specifications, or for safety reasons according to WATCM, shall be supplied by the Contractor.



- 2.7. Lane closures are not to exceed 4km in length unless written approval is received through Brun-Way's Project Manager.
- 2.8. The Contractor is responsible for supply and placement of temporary markings in accordance with WATCM. Brun-Way will be responsible for pre-marking and line painting once the contract is complete.

**3.0 PENALTY**

- 3.1. The Project must be complete by August 30, 2019. There will be a \$2,000.00 per day penalty for any portion of the project not completed by these dates.
  - 3.1.1. Time lost due to weather conditions has been accounted for and will not be considered grounds for an extension to the Completion Date.

**4.0 HEALTH & SAFETY**

- 4.1. The Contractor shall follow the requirements in Schedule D "Health and Safety Program".
- 4.2. The Contractor will be considered a LEVEL 3 Classification as described in Schedule D "Health and Safety Program".
- 4.3. Specific Safety Requirements
  - 4.3.1. All contractors employees and sub contractors on site must attend a mandatory training session prior to the start of the work which will take approximately 1 hour. It will be the responsibility of the contractor to ensure that all employees receive this training from a SNC Lavalin representative.
  - 4.3.2. Minimum PPE requirements are CSA Hard Hat, high viz safety vest, CSA approved steel toe boots (min 6" height), Long sleeve shirts for all personnel onsite, and safety glasses. Gloves shall be carried at all times; no manual handling may take place without use of gloves. Hearing protection shall be carried, and used as required.
  - 4.3.3. All knives shall be self retracting
  - 4.3.4. Any lifting over 10 kg per individual requires a risk assessment be complete and no individual shall lift greater than 20 kg.
  - 4.3.5. Stretching is recommended at the start of each workday.
  - 4.3.6. The successful bidder must complete a Job Hazard Analysis for all activities using the SNC-Lavalin form and methodology prior to starting any work.
  - 4.3.7. The successful bidder must use the Step Back Risk Evaluation method while completing the project.
  - 4.3.8. On site personnel need to complete Work Area Traffic Control Manual (WATCM) training (a provincial requirement). The WATCM Awareness Training can be accessed by the following link:  
[http://www.fbnDataNet.ca/NB\\_DOT/eLearning\\_II/registration.php](http://www.fbnDataNet.ca/NB_DOT/eLearning_II/registration.php)  
You will need to provide your name, address and an email address. The WATCM Awareness Training module takes approximately 15 minutes to complete. Upon successful completion of the training a certificate can be printed which will need to



be sent to us. It will be the responsibility of the Contractor to ensure all on site staff have completed this training.

4.3.9. The successful bidder must adhere to all requirements outlined in the Health and Safety program, including all post award document submissions

4.4. Health and Safety Submittals which **must** be submitted with Bid Proposal:

4.4.1. A copy of the Contractor's Occupational Health and Safety Management System.

4.4.2. List of all the specific sections of the Health and Safety Management System that apply to the scope of work.

4.4.3. Completed Health and Safety Pre-Selection form, see Health and Safety Program. This form will be used to evaluate the Contractor's safety program.

4.4.4. Details of key personnel and their safety responsibilities and training.

4.4.5. Health and Safety record and industry performance materials.

4.4.5.1. Experience Rating Assessment (ERA) from WorksafeNB for the past three (3) years.

4.4.5.2. Annual safety data as described for the past three (3) years.

- Total hours worked
- Number of fatalities
- Number of lost time incidents
- Number of days lost
- Number of modified work incidents
- Number of medical aids
- Number of high potential incidents where the possibility of fatality or recordable injury could have occurred.

4.4.6. Summary of any penalties levied by the Government / Regulator against the Contractor within the past three (3) years.

4.4.7. Contractor summary reports of any work place fatality and / or incidents which resulted in significant property and / or environmental damage.

4.4.8. Notification of any pending administrative actions against the Contractor by the Regulator.

4.4.9. Certificate of Recognition (COR) issued under the Certificate of Recognition Program by the New Brunswick Construction Safety Association (NBCSA), or approved alternative. Certification must be maintained "In Good Standing" by the Contractor until completion of all Work.

## **5.0 CONTRACT DOCUMENTS**

5.1. Holdback of 10% to be invoiced 60 days after final completion.

5.2. Description of Services and Specifications – RFP / Project No. BHOI 103-2019-03

5.3. The Description of Services and Specifications shall be read in conjunction with the Construction Specifications for Trans-Canada Highway Project Co. and Brun-Way Highways



Operations Inc. In interpreting the contract in the event of discrepancies or conflicts between the Description of Services and Specifications and the Construction Specifications, the Description of Services and Specifications shall govern.

5.4. List of product specifications:

- 5.4.1.NBDTI Item 259 – Bituminous Tack Coat
- 5.4.2.TCHP Item 290 – Microsurfacing
- 5.4.3.OMR Item 405 – Facility Cleaning

5.5. Attachment A – Payment Adjustment for Change in PG Asphalt Binder Price Item 290 - Microsurfacing

5.6. Attachment B – Location List for All Cross-Overs and Interchanges

5.7. Attachment C – 2018 100m Rut Depths

**6.0 PARTICULAR SPECIFICATIONS**

**ITEM 259 – BITUMINOUS TACK COAT**

- ADD: 259.1.2 Tack Coat shall be RS-1 or CRS-1 or non-tracking emulsion
- REPLACE: 259.2.2 Tack coat RS-1 or CRS-1 Grade asphalt emulsion shall conform in all respects to the provisions of ASTM D977 and D2397, respectively.
- ADD: 259.2.3 Non-tracking emulsion shall be Clean Bond Coat diluted with 40% water or equivalent, and shall meet the requirement of Table 259-1.
- ADD: 259.2.3.1 Dilution of the emulsion shall be permitted at the terminal only.
- ADD: Table 259-1

Non-tracking Emulsion Requirements (Prior to Dilute)

Test Type	Specification Range	
	Minimum	Maximum
<b>Test on Emulsion</b>		
SF Viscosity, 25°C, SFs	20	
Sieve Test, 850µm, %		0.1
Dist. Residue, 260°C	55	
Oil Portion of Dist., %		Trace
Particle Charge	(-) or (+)	
<b>Test on Residue</b>		
Penetration, 25°C, dmm	20	55
Ash Content, %		1.0

REPLACE: 259.4.7 The RS-1 or CRS-1 or non-tracking emulsion shall be applied in a uniform manner, without streaking, at a rate of 0.20 to 0.30 L/m<sup>2</sup> or as directed by the Engineer.



ADD: 259.4.7.1 RS-1 or CRS-1 shall be applied at 0.15 to 0.25 L/m<sup>2</sup>.

ADD: 259.4.7.2 A non-tracking emulsion shall be applied at 0.25 to 0.35L/m<sup>2</sup>.

**ITEM 290 - Microsurfacing**

ADD: 290.3.3 The Contractor shall submit, at least 7 Days prior to placing any material in the Work, the aggregate gradation, final mix design, and results of the Micro-Deval test and the tests listed in Table 264-3.

REMOVE: 290.4.1.2.1 At the locations specified in Part 1.1, the work in 290.4.1.2 shall be preceded by a rut/fill application in the right (driving) lane.

ADD: 290.4.2.3.3 Individual volume or weight controls for proportioning each material to be added to the mix shall be provided and properly marked. Proportioning devices are usually revolution counters or similar devices used in material calibration and to determine material output at any time.

REPLACE 290.4.2.3.1 The machine shall be a continuous flow mixing unit capable of accurately proportioning and delivering aggregate, emulsified asphalt, mineral filler, control-setting additive and water to a revolving multi-blade double-shaft mixer, and discharging the mixed product on a continuous flow basis.

REPLACE 290.4.4.1.2 The microsurfacing shall not be applied if either the pavement or air temperature is below 10°C and falling, but may be applied when both pavement and air temperature are above 7°C and rising.

ADD: 290.4.4.7.2 Table 290-4 Unacceptable Defects in Finished Surface

8) Transverse construction joints shall not have bumps or dips exceeding 6mm when measured with a 3m straight edge.

**7.0 PROJECT MANAGER**

All inquiries pertaining to the work specified in this contract shall be referred to:

Stephanie Clayton, P.Eng.  
Brun-Way Highways Operations Inc.  
1754 Route 640  
Hanwell, NB  
E3C 2B2

Office: (506) 474 - 7750  
Mobile: (506) 461 – 8220  
E-mail: [stephanie.clayton@snclavalinom.com](mailto:stephanie.clayton@snclavalinom.com)



# **SCHEDULE C – QUALITY ASSURANCE PROGRAM**

May 10, 2019

Schedule C can be found at the following link:

[Schedule C - Quality Assurance Program](#)



# **SCHEDULE D – HEALTH AND SAFETY PROGRAM**

May 10, 2019

Schedule D can be found at the following link:

[Schedule D – Health and Safety Program](#)





# **SCHEDULE E – ENVIRONMENTAL PROGRAM**

May 10, 2019

Schedule E can be found at the following link:

[Schedule E - Environmental Program](#)



# **SCHEDULE F – SUPPLIER COMPLIANCE PACKAGE**

May 10, 2019

Schedule F can be found at the following link:

[Schedule F - Supplier Compliance Package \(On-Site Services\)](#)



# **SCHEDULE G – PRODUCT SPECIFICATIONS**

May 10, 2019