



**Slurry Seal  
Forms**

**Tender T-PW-24-01**

Project: Slurry Seal

Authority: Township of Cavan Monaghan

Contract Administrator: Mr. Wayne Hancock  
Director of Public Works  
988 County Road 10  
Millbrook, Ontario, L0A 1G0  
Telephone: 705-932-9327 Fax: 705-932-3458

Tenderer:

---

Name

---

Address (Include Postal Code)

---

Telephone and Fax Numbers

---

Email Address

---

Name of Person Signing

---

Position of Person Signing

Tenders Received By: Wayne Hancock  
Director of Public Works  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, Ontario, L0A 1G0

To: Mayor and Members of Council  
Re: Slurry Seal

Dear Mayor and Members of Council:

I/We, the undersigned, having carefully examined the site of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions attached hereto, each and all of which form part of this tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions hereto attached for the unit prices shown in this Tender.

I/We understand and agree that the quantities shown in this tender are approximate only and may be increased, decreased or deleted entirely at the discretion of the Contract Administrator.

Attached to the Tender is a certified cheque, or a Bid Bond, or a Letter of Credit in the amount of 10% of the total tender, made payable to the Township of Cavan Monaghan, the proceeds of which, upon acceptance of this tender, shall constitute a deposit which may be forfeited to the Township of Cavan Monaghan if I/We fail to fulfil the conditions and specifications as set out herein.

I/We hereby agree that notification of acceptance of this tender shall be in writing, and may be sent prepaid post, and if sent prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

I/We agree that the work specified in the contract will be performed in strict accordance with the following conditions, specifications and provisions:

- A. General Conditions
- B. Contract Specifications
- C. Special Provisions

Signed at the Township Office of Cavan Monaghan in the County of Peterborough

this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Signature of Corporation Witness

\_\_\_\_\_  
Signature of Contractor or Seal of Firm  
& Position Held

Spec. No. – The numbers in this column refer to the applicable issue of the Ontario Provincial Standards Specifications.

SP – Refers to Special Provisions

Item No	Spec.	Description of Item	Unit	Quantity (m <sup>2</sup> )	Unit Price	Total
	337, SP	Supply and apply material required for a Type II Slurry Seal Treatment as listed below				
<b>1a</b>	337, SP	<b>Brackenridge Drive</b> – Carmel Line to 300m North	Per Sq. m	1,920		
<b>1b</b>	337, SP	<b>Larmer Line</b> – 1116 Larmer Line to 1311 Larmer Line	Per Sq. m	6,400		
<b>1c</b>	337, SP	<b>Larmer Line</b> – 667 Larmer Line to 619 Larmer Line	Per Sq. m	3,200		
<b>1d</b>	337, SP	<b>Valleyview Drive</b> – Fallis line to Fallis Line	Per Sq. m	8,960		
<b>1e</b>	337, SP	<b>Bartlett Road</b> – Whitfield Road to 500m North	Per Sq. m	3,200		
<b>1f</b>	337, SP	<b>Albert Street</b> – Bland Line to Mount Pleasant Road	Per Sq. m	1,920		
<b>1g</b>	337, SP	<b>Howden ¼ Line</b> – Stewart Line to 200m North	Per Sq. m	1,280		
<b>1h</b>	337, SP	<b>Stewart Line</b> – 1159 Stewart Line to 1315 Stewart Line	Per Sq. m	7,680		
<b>1i</b>	337, SP	<b>Syer Line</b> – 1290 Syer Line to 1116 Syer Line	Per Sq. m	7,680		
<b>1j</b>	337, SP	<b>Syer Line</b> – 867 Syer Line to Vista Crescent	Per Sq. m	3,200		
		Subtotal				
		HST 13%				
		Total Tender				

Tenderer's H.S.T. Registration Number \_\_\_\_\_

The Authority reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully undertake and complete the work in the specified time.

In order to aid the Authority in determining the ability of each Tenderer, the Tenderer shall complete the following:

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

Statement "B" giving a list of the Tenderer's senior supervisory staff with a summary of the experience of each.

Statement "C" giving the location and description of the construction equipment which the Tenderer proposes to use, the equipment he/she has available or under his/her control, the equipment to be rented, and the plant equipment to be purchased.

The work specified in the Contract shall be performed in strict accordance with the following Schedule:

A.	Tender Form	General	Pages 2 - 3
		Itemized Bid	Page 4
		Contractor's Plant & Experience	Page 5
		Schedule of Tender Data	Page 6
B.	Instructions to Tenderers		Pages 7 - 11
C.	Special Provisions		Pages 12 - 15
D.	General Conditions		Pages 16 – 21

It shall be the Contractor's responsibility to obtain the applicable edition of the following Ontario Provincial Standard Specifications (OPSS).

OPSS No.	Date
337	Current
1103	Current

The Contractor, by this Tender, offers to complete the work of this Contract in strict accordance with the terms contained herein.

By my/our signature hereunder, I/we hereby identify this as the Schedule of Tender Data, Plans and Specifications, for Tender T-PW-24-01, executed by me/us bearing date this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

(Company Seal)

Name of Firm: \_\_\_\_\_

This is page 6 of 6 pages of the Forms to be submitted as well as the specifications as the Tender Submission for Tender T-PW-24-01.



**Slurry Seal  
Instructions to Tenderers**

**Tender T-PW-24-01**

**Instructions to Tenders  
Index**

<b>Clause</b>	<b>Subject</b>	<b>Page</b>
1.	General	9
2.	Blank Form of Tender	9
3.	Tender Opening	9
4.	Tender Deposits	9
5.	Right to Accept or Reject Tenders	9
6.	Unacceptable Tenders	10
7.	Ability and Experience of Tenderer	10
8.	Harmonized Sales Tax	10
9.	Execute Contract	10
10.	Location	10
11.	Tenderers to Investigate	10
12.	Inquiries During Tendering	10
13.	Award of the Contract	10
14.	Definition of Owner/Authority And Engineer/Contract Administrator	11
15.	Addenda	11
16.	Liability Insurance	11
17.	Workplace Safety and Insurance Coverage	11
18.	Withdrawal of Tenders	11
19.	Notification of Acceptance	11



1. **General Sealed Tenders** plainly marked "Tender T-PW-24-01 Slurry Seal" will be received until: 11:00 a.m., Local time, Tuesday, March 19<sup>th</sup>, 2024. and shall be addressed to:

Mr. Wayne Hancock  
Director of Public Works  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, Ontario, L0A 1G0

Email and/or digital submissions will not be accepted.

Each bidder is responsible for ensuring its bid is submitted prior to the tender closing date. Bidders should allow sufficient time in the preparation of its bid submission to ensure it has been completed and delivered on time.

2. **Blank Form of Tender**

One copy of the Tender, on the forms provided, shall be submitted. All information requested shall be shown in the Tender, in the space provided and shall be typed or printed in ink.

3. **Tender Opening**

Tenders will be opened at **11:05 a.m., Tuesday, March 19<sup>th</sup>, 2024** in the Council Chambers, 988 County Road 10, Millbrook, Ontario, L0A 1G0. This will be live streamed on [https://www.youtube.com/channel/UCk8cGK2GvckFHWz\\_9\\_KaleQ](https://www.youtube.com/channel/UCk8cGK2GvckFHWz_9_KaleQ).

4. **Tender Deposits**

All Tenders shall be accompanied by a certified cheque, or a Bid Bond, or a Letter of Credit for an amount equal to at least 10% of the Total Tender Amount, made payable to the Township of Cavan Monaghan, as a guarantee for the execution of the contract.

Bid deposits will be returned to all unsuccessful tenderers by courier or will be available for pick-up by the Bidder within twenty (20) working days after the Tender has been awarded and approved by Council. In the case of a pick-up, the person picking up the Bid deposit shall execute a receipt.

The Authority will retain the successful Tenderer's deposit until all conditions outlined in the Tender Documents have been fully completed to the satisfactory of the Contract Administrator.

5. **Right to Accept or Reject Tenders**

Council shall make the final determination as to awarding of all tenders. The lowest tender, or any tender, not necessarily accepted, Appendix 'B' of Purchasing By-law No. 2020-22 outlines the Bid Irregularities and direction of use. The By-law can be found on the Township of Cavan Monaghan website at [www.cavanmonaghan.net/ProcurementandPurchasingByLaw](http://www.cavanmonaghan.net/ProcurementandPurchasingByLaw)

**6. Unacceptable Tenders**

The Treasurer and/or CAO or designate will be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity; major irregularity (automatic rejection), minor irregularity (bidder may rectify) and/or mathematical error (additions or extensions). Each item in the tender Form shall include a reasonable price for such item. The Treasurer and/or CAO will correct errors in mathematical extensions and/or taxes, and the unit prices will govern. If, based on the corrected total the required bid deposit is insufficient, the bidder shall be notified and will be given 24 hours to rectify the issue or the bid will be automatically rejected.

**7. Ability and Experience of Tenderer**

The Authority reserves the right to reject any Tender where satisfactory evidence of sufficient capital, plant and experience to successfully performed and complete the work in the specified time, is not furnished by the Tenderer.

**8. Harmonized Sales Tax**

The Harmonized Sales Tax shall not be included in Tendered prices for material supplied under this Contract.

**9. Execute Contract**

Tenders shall be open for acceptance for a period of 30 days after the closing date. After this time, the Tender may only be accepted with the consent of the successful Tenderer.

**10. Location**

The work is located on various roads within the boundaries of, and under the jurisdiction of, the Township of Cavan Monaghan.

**11. Tenderers to Investigate**

Tenderers must satisfy themselves by personal examination of the site and by such other means as they may prefer as to the actual conditions and requirements of the work.

The Tenderer shall carefully examine all plans and profiles so that the unit prices Tendered are commensurate with the nature of the work.

**12. Inquiries During Tendering**

The Tenderer is advised that inquiries regarding the interpretation of the plans or specifications, shall be directed to the Contract Administrator, the Township of Cavan Monaghan, Telephone: 705-932-9327, Attention: Wayne Hancock, Director of Public Works. Inquiries shall only be accepted until **4:00 p.m., Local time, Tuesday, March 12<sup>th</sup>, 2024.**

**13. Award of the Contract**

The award of this Contract is subject to the approval of the Council of the Township of Cavan Monaghan.

**14. Definition of Owner/Authority and Engineer/Contract Administrator**

Wherever the word “Owner” or “Authority” or “Corporation” appears in this Tender, it shall be interpreted as meaning the Township of Cavan Monaghan.

Wherever the word “Ministry”, “M.T.C.” or “M.T.O.” appears it shall be deemed to mean the “Ministry of Transportation, Ontario”.

Wherever the word “Contract Administrator” or “Engineer” appears it shall be deemed to mean the Director of Public Works or such other officers as may be authorized by the Authority to act in any particular capacity.

**15. Addenda**

The Contractor shall ensure that all addenda issued during the tendering period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

**16. Liability Insurance**

The Successful Bidder shall provide and maintain during the term of the Contract Commercial General Liability insurance subject to limits of not less than Five Million (\$5,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, premises and completed operations, contractual liability, contingent employers liability, owner's and contractor's protective coverage, non-owned automobile and contain a cross liability, severability of insured clause. Coverage shall also include explosion, collapse and underground liability. The Municipality is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.

**17. Workplace Safety & Insurance Coverage**

The successful bidder shall provide a Certificate of Clearance from the Workplace Safety & Insurance Board within ten (10) calendar days of receiving acceptance notice. Failure to provide such proof may result in the cancellation of the contract and forfeiture of the Tender deposit.

**18. Withdrawal of Tenders**

A bidder may withdraw his/her Tender upon sending an email notifying of the withdrawal to Wayne Hancock, Director of Public Works, at [whancock@cavanmonaghan.net](mailto:whancock@cavanmonaghan.net), at least two (2) hours prior to the closing date and time.

**19. Notification of Acceptance**

Notification of Acceptance of Tender shall be by telephone and written form. The date of Acceptance of Tender shall be the date the notice is mailed to the successful bidder.



**Slurry Seal  
Special Provisions**

**Tender T-PW-24-01**

**Index**

<b>Clause</b>	<b>Subject</b>	<b>Page</b>
1.	Special Provisions	14
2.	Location	15

## **Slurry Seal Type II**

The asphalt emulsion shall be rapid setting type designed for Slurry Seal work.

The aggregate will consist of clean, sound, durable limestone screenings which shall be free of clay, loam and other deleterious materials. Portland cement mineral filler shall be considered part of the blended aggregate. The final aggregate gradation including mineral fillers, if required, shall fall within Type II Gradation for Slurry Seal from OPSS 337.

Application rates to be as follows 5.4 to 9.8kg/m<sup>2</sup>

All water used with the Slurry Seal mixture shall be potable and free from harmful soluble salt.

Application rate testing will be carried out by the Contractor if requested by the Owner at no additional cost. The Contractor is to supply all equipment required for application rate testing.

Sweeping and/or vacuum type sweeping of existing surface as required prior to placement of Slurry Seal to be done by the Contractor and be included in the price. Stockpiling of refuse in working areas for pick up later will not be permitted.

### Slurry Seal Type II

Locations for Slurry Seal  
 (\*\* All areas will be marked out in the field\*\*)  
 Prior to actual work being done.

<b>Item No</b>	<b>Description of Item</b> Supply and apply material required for a Type II Slurry Seal Treatment as listed below	<b>Quantity (m<sup>2</sup>)</b>
<b>1a</b>	<b>Brackenridge Drive</b> – Carmel Line to 300m North	1,920
<b>1b</b>	<b>Larmer Line</b> – 1116 Larmer Line to 1311 Larmer Line	6,400
<b>1c</b>	<b>Larmer Line</b> – 667 Larmer Line to 619 Larmer Line	3,200
<b>1d</b>	<b>Valleyview Drive</b> – Fallis Line to Fallis Line	8,960
<b>1e</b>	<b>Bartlett Road</b> – Whitfield Road to 500m North	3,200
<b>1f</b>	<b>Albert Street</b> – Bland Line to Mount Pleasant Road	1,920
<b>1g</b>	<b>Howden ¼ Line</b> – Stewart Line to 200m North	1,280
<b>1h</b>	<b>Stewart Line</b> – 1159 Stewart Line to 1315 Stewart Line	7,680
<b>1i</b>	<b>Syer Line</b> – 1290 Syer Line to 1116 Syer Line	7,680
<b>1j</b>	<b>Syer Line</b> – 867 Syer Line to Vista Crescent	3,200
		<b>45,440</b>



**Slurry Seal  
General Conditions**

**Tender T-PW-24-01**



**Index**

<b>Clause</b>	<b>Subject</b>	<b>Page</b>
3.	Contractor's Equipment	18
4.	Occupational Health & Safety Compliance	18
5.	Federal, Provincial, Municipal Laws	18
6.	Safety Devices	18
7.	Access to Buildings and Properties	18
8.	Work Sites	18
9.	General Contractor Definition	18
10.	Township of Cavan Monaghan Indemnification from Liability	18
11.	Supply of Materials	18
12.	Contract Time and Liquidated Damages	19
11.	Traffic Control, Flagging	19
12.	Damage to Highways	20
13.	Vehicle Loading	20
14.	Spills Reporting	20
15.	Method of Payment	20
16.	Contract Schedule	21
17.	Warranty	21
18.	Quantity Adjustments	21
19.	Accessibility Standards	21

**1. Contractor's Equipment**

The Contractor shall ensure that any and all equipment, whether owned, rented or contracted, shall be mechanically fit and capable of performing the work specified in this tender.

The Contractor shall ensure that his/her employees, agents or subcontractors shall be properly trained to perform the work specified in this tender.

**2. Occupational Health & Safety Compliance**

The Contractor and his/her agents shall strictly adhere to all safety procedures and regulations as specified in the Occupational Health and Safety Act and Regulations for Construction Projects and Works.

**3. Federal, Provincial, Municipal Laws**

The Contractor and his/her agents shall strictly adhere to all Federal, Provincial and Municipal Regulations, Legislation and By-laws.

It shall be the Contractor's responsibility to obtain the current revisions of applicable Acts, Laws and By-laws.

**4. Safety Devices**

The Contractor shall place, construct, erect, or otherwise put in place such safety devices as may be required to protect motoring and pedestrian traffic from risk of injury. The Contractor shall ensure that all work areas are secure before leaving the site unsupervised at any time.

**5. Access to Buildings and Properties**

The Contractor shall maintain access to buildings and properties in the work area.

**6. Work Sites**

Upon completion of the work, the Contractor shall be responsible to clean and, or, restore the site to its original condition.

**7. General Contractor Definition**

The person or company signing this tender shall be considered the General Contractor.

**8. Township of Cavan Monaghan Indemnification from Liability**

In and during the performance of the work, the Contractor shall indemnify and save harmless the Township of Cavan Monaghan from and against all claims demands, losses, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

**9. Supply of Materials**

The contractor shall supply all materials required to complete the work specified in the tender. The payment provided in the Tender shall be deemed to include full compensation for the supply of said materials.

**10. Contract Time and Liquidated Damages****(1) Time**

Time shall be of the essence of this contract.

**(2) Contract Schedule**

Work shall commence on or about **June 1, 2024** and the Contractor shall diligently prosecute the work on this contract to completion on or before **September 30, 2024**. The Contractor shall give five (5) days notice prior to commencing work.

**(3) Work Progress**

If the contract time above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis. It is expected that additional and/or augmented daylight shift will be required throughout the life of the contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the contract time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

**(4) Liquidated Damage**

It is agreed by the parties to the contract that in case all the work called for under the contract is not completed within the number of working days as set out herein or as extended in accordance with Section GC3.07 of the General Conditions, a loss or damage will be sustained by the Authority. Since it is and will be impracticable and extremely difficult to ascertain and determine parties hereto agree that the Contractor will pay to the Authority the sum of **\$1000.00** as liquidated damages for each and every calendar day's delay in achieving completion of the work in excess of the number of working days prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Authority which will accrue during the period in excess of the prescribed number of working days.

The Authority may deduct any amount under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy action of other alternative that may be available to the Authority.

**11. Traffic Control, Flagging**

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in the pamphlet entitled "Ontario Traffic Control Manual Book" issued by the Ministry of Transportation of Ontario. Copies of this pamphlet may be obtained by request from the Ministry of Transportation's District Office.

All Traffic Control must meet requirements of Book 7.

Each flagman shall, while controlling traffic, wear the following:

- (i) an approved fluorescent blaze orange or fluorescent red safety vest, and
- (ii) an approved fluorescent blaze orange or fluorescent red hat.

**12. Damage to Highways**

If, in the opinion of the Director of Public Works, or his agent, damage is being done, or is likely to be done, to any highway, or any improvement thereon, other than such as in part of the work, by the Contractor's vehicles or other equipment, whether licensed or unlicensed, the Contractor shall, at the direction of the Director of Public Works, or his/her agent, at the Contractor's own expense, make changes in, or substitutions for such vehicles and, or, equipment or, shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Director of Public Works or his/her agent.

**13. Vehicle Loading**

Weighing shall be carried out in accordance with OPSS 102, or the latest revision thereof.

Where a vehicle is hauling material for use on the work under this contract, in whole or in part on a public highway, and where motor vehicle registration is required, the Contractor shall not permit any vehicle in his/her employ to be loaded beyond said legal limit.

**14. Spills Reporting**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are the result of the Contractor's operations that cause, or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980. This reporting shall not relieve the Contractor of his/her legislated responsibilities regarding such spills or discharges.

**15. Method of Payment**

During or upon completion of the work on the Contract, the Contractor shall submit an invoice to the Township of Cavan Monaghan at least once each month. Invoices are to be sent to [payables@cavanmonaghan.net](mailto:payables@cavanmonaghan.net). Such invoice shall specify the amount of work done, materials supplied and the value thereof according to the terms of the Contract and shall include all applicable taxes.

OPSS 337.09 AND 337.10 are amended in that payment under this contract shall be made for the satisfactory supply and placement of the Slurry Seal Tender measured in square metres. Payment at the tendered price shall be deemed to be compensation in full for all work, materials, labour and equipment necessary to complete the work in accordance with the provisions of this tender.

Terms shall be twenty-eight (28) days net from the date the Contractor's invoice is received by the Township of Cavan Monaghan.

The Township shall hold back 10% on each progress payment to the tenderer until the end of the project such that the accumulated holdback will represent 10% of the total contract price. Upon final inspection and approval, by the Public Works Director, the 10% holdback will be released to the tenderer.

**16. Contract Schedule**

Work on the contract shall commence as requested and shall be completed as requested.

**17. Warranty**

Prior to beginning work, the Contractor shall advise the Township of Cavan Monaghan of any problems or conditions with respect to the work area which may adversely affect the performance of the Tender. In the event it is perceived certain problems or conditions to exist, the Contractor shall not begin work until approval is given by the Contract Administrator. The Contractor shall provide the Owner with a written warranty guaranteeing the work under this contract for a period of twelve (12) months following the completion date of said work.

**18. Quantity Adjustments**

The Township of Cavan Monaghan reserves the right to adjust the quantities of the tender items as required to meet budgetary constraints.

**19. Accessibility Standards**

As part of the Township's Accessibility Policy, upon acceptance of the successful tender, a Township Accessibility pamphlet will be mailed to the successful Tenderer. The Tenderer is requested to read the pamphlet and sign a form acknowledging that they have done so.