



**Slurry Seal
Forms**

Tender T-PW-19-03

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 _____, 2019

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 ²)	Unit Price	Total
	337, SP	Supply and apply material required for a Type II Slurry Seal Treatment as listed below				
1a	337, SP	Larmer Line – Hutchinson Drive to County Road 28 1.85km	Per Sq. m	12,395		
1b	337, SP	Fallis Line 1. East of Tapley ¼ Line 2. West of Tapley ¼ Line	Per Sq. m	13,668		
1c	337, SP	Valley Road – Larmer line to East of Acadia Court 1.5 km	Per Sq. m	10,050		
1d	337, SP	Valleyview Drive – 150 m	Per Sq. m	1,005		
1e	337, SP	Maple Tree Crescent – Pine Tree Crescent to End 300 m	Per Sq. m	2,010		
1f	337, SP	Pine Tree Crescent – Valley Road to End 300 m	Per Sq. m	2,010		
1g	337, SP	Scout Crescent – Tapley ¼ line to End 250m	Per Sq. m	1,675		
1h	337, SP	Hayes Line – West of Highway 7 to East of Orange Corners Road 1.6 km	Per Sq. m	10,720		
1i	337, SP	Beardsmore Road – Airport Road 200 m east	Per Sq. m	1,340		
1j	337, SP	Hooton Drive – 1200m	Per Sq. m	8,040		
		Subtotal		62,913		
		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 - 14
- D. General Conditions Pages 15 – 20

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-19-03, executed by me/us bearing date this _____ day of _____ 2019.

Signature: _____

Position: _____

(Company Seal)

Name of Firm: _____



**Slurry Seal
Instructions to Tenderers**

Tender T-PW-19-03

**Instructions to Tenders
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1. General

Sealed Tenders plainly marked "Tender T-PW-19-03 Slurry Seal" will be received until: 11:00 a.m., Local time, Wednesday, March 20, 2019.

and shall be addressed to: Mr. Wayne Hancock
Director of Public Works
Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0

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 11:10 a.m., Local time, Wednesday, March 20, 2019 in the Council Chambers, 988 County Road 10, Millbrook, Ontario, L0A 1G0

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 satisfaction 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. 2019-12 outlines the Bid Irregularities and direction of use. The By-law can be found on the Township of Cavan Monaghan website at <http://cavanmonaghan.net/en/servingyou/bidsandtenders.asp>

6. Unacceptable Tenders

Each item in the Tender Form shall include a reasonable price for such item. Under no circumstances will a Tender with a bid irregularity be considered. 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 identified in Appendix 'B' of Purchasing By-law No. 2019-12.

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 4:30 p.m., Local time, Wednesday, March 13, 2019.

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 work "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 deliver a certified copy of his/her company or firm's Public Liability and Property Damage Insurance policy within 10 (ten) calendar days of receiving notice of acceptance. Coverage shall be a minimum of \$5,000,000 per accident in the name of the Township of Cavan Monaghan. Failure to provide such proof may result in the cancellation of the contract and forfeiture of the Tender deposit.

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 delivering a letter of withdrawal 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-19-03

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/m²

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.

Item No	Description of Item Supply and apply material required for a Type II Slurry Seal Treatment as listed below	Quantity (m ²)
1a	Larmer Line – Hutchinson Drive east 1.85km	12,395
1b	Fallis Line – 1. East of Tapley ¼ line 2. West of Tapley ¼ line	13,668
1c	Valley Road – Larmer line to East of Acadia Court 1.5 km	10,050
1d	Valleyview Drive – 150 m	1,005
1e	Maple Tree Crescent – Pine Tree Crescent to End 300 m	2,010
1f	Pine Tree Crescent – Valley Road to End 300 m	2,010
1g	Scout Crescent – Tapley ¼ line to End 250m	1,675
1h	Hayes Line – West of Highway 7 to East of Orange Corners Road 1.6 km	10,720
1i	Beardsmore Road – Airport Road 200 m east	1,340
1j	Hooton Drive	8,040



**Slurry Seal
General Conditions**

Tender T-PW-19-03

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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 1st, 2019** and the Contractor shall diligently prosecute the work on this contract to completion on or before **August 31st, 2019**. 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 **\$500.00** 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 contaminates 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. 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 thirty (30) 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.