



## **TENDER NUMBER**

**PW-01-2025**

**Resurfacing of Sixth Line,  
Atchison Road and  
Whitfield Road**

**Closing: May 19, 2025 at 12:00 p.m. local time**

The Corporation of the Township of Otonabee-South Monaghan



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**FORM OF TENDER**

Submitted by;

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Name of Company or Individual

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Address (include postal code)

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Telephone Number

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E-Mail Address

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Name of Person Signing for Company

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Date

We recognize the time involved to prepare a quotation, and thank you in advance for your effort.

**Return to the attention of:**

Heather Scott, AMCT/CMMIII, CAO  
Township of Otonabee-South Monaghan  
P.O. Box 70, 20 Third Street  
Keene, Ontario  
KOL 2G0



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**PART A - INFORMATION TO BIDDERS**

**GENERAL INFORMATION**

1. The Township of Otonabee-South Monaghan (Township) plans to enter into a contractual arrangement for the road resurfacing within the Township of Otonabee-South Monaghan.

All work is to be completed no later than **September 12<sup>th</sup>, 2025**.

2. Tenders for the services are invited from qualified Contractors. The Tender Documents which specify the basis for the submission from Contractors consist of the following:

- Form of Tender
- Part A - Information to Contractors
- Schedule 1 - Contractor's Experience Record
- Schedule 2 - Summary of Prices
- Schedule 3 - Freedom of Information and Privacy Act
- Part B - Terms, Conditions and Definitions
- Part C - Specifications
- Part D - Schedule of Quantities & Unit Prices
- Part E - The Contract

3. The Tender Contract with the successful Contractor, once finalized, will consist of:

- Form of Tender
- Schedule 1 - Contractor's Experience Record
- Schedule 2 - Summary of Prices
- Schedule 3 - Freedom of Information and Privacy Act
- Part C - Specifications
- Part D – Schedule of Quantities & Unit Prices
- Part E - The Contract

4. Contractors are expected to respond in detail, as outlined, to the requirements as outlined in the Tender Documents.

5. Proof of Ability - Pre-qualification

To qualify, a Contractor or sub-contractor must have been in the business of road work for a period of not less than **five (5) years** and performing contracts similar in size to this proposed Contract.

6. Tender Deposit

A certified cheque, Bid Bond, Letter of Credit or a bank draft, made payable to the



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Township of Otonabee-South Monaghan, in the amount of **10%** of the **total Tender** (including taxes and provisional items), must be submitted with the tender, for deposit purposes and will be the only form of bid deposit accepted. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this tender.

**7. Performance Surety**

The successful bidder shall provide to the Municipality, a Performance Security in one of the following forms, or a combination of item a), and b, prior to the commencement of the work.

A Certified cheque, bank draft or money order, made payable to The Corporation of The Township of Otonabee-South Monaghan in the amount of one hundred (100%) percent of the total price bid. If the successful Bidder intends to provide a certified cheque, bank draft, or money order as a Performance Security, a signed letter from the Bidder's lending institution clearly stating that a certified cheque, bank draft, or money order for one hundred (100%) of total bid price may be obtained by the Bidder must be included in their Bid Submission.

Irrevocable Letter of Credit in the amount of one hundred (100%) percent of the total bid price. If the successful Bidder intends to provide an Irrevocable Letter of Credit as a Performance Security a signed letter from the Bidder's lending institution clearly stating that an Irrevocable Letter of Credit, for one hundred (100%) of total bid price may be obtained by the Bidder must be included in their Bid Submission.

Performance Bond and a Labour and Material Payment Bond each in the amount of fifty percent (100%) of the Total Bid Price. If the successful Bidder intends to provide a Performance Bond and a Labour and Material Payment Bond as a Performance Security, a completed "Agreement To Bond" must be included in their Bid Submission, as confirmation that the Bidder can obtain the required Contract Performance Bond and Labour and Material Bond if he/she is the successful Bidder.

The Bonds shall be provided by a surety company authorized to do business in the Province of Ontario.

Where deemed necessary by the Township, the Contractor will be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work outlined in the Tender Documents.

**IMPORTANT: DO NOT REMOVE ANY PAGES FROM THIS TENDER DOCUMENT**



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**SCOPE OF TENDER**

This Tender is for the Resurfacing of Sixth Line, Atchison Road and Whitfield Road in the Township of Otonabee-South Monaghan. Work under this Contract generally includes road pulverization, resurfacing, driveways to property line with new asphalt and granular to match into new road elevations and other minor improvements. The Contract shall be completed prior to **September 12<sup>th</sup>, 2025**.

**COUNCIL AND EMPLOYEES**

No member of Township Council and no officer or employee of the Township participating in this Tender will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in the performance of said Contract or in the supplies, work or business in connection with the said Contract or in portion of the profits thereof, or of any supplies to be used therein, or in any of the monies to be drawn there from.

**CONTRACTOR'S QUALIFICATIONS**

Only qualified Contractors will be accepted. The Contractor is required to show, in terms of experience and facilities, evidence of its ability to perform the work outlined in Part "C" - Specifications.

**Schedule 1 - Contractor's Experience Record** is included for the Contractor's reference.

**PRICING**

In accordance with the Terms of Payment of the General Terms and Conditions (Part B), invoices will be paid by the Township thirty (30) days after date of Contractor's invoice subject to acceptance of the Contractor's Services.

**Schedule 2 - Summary of Prices** is included for the Contractor reference and use.

**ACCEPTANCE OF TENDERS**

All tenderers agree to leave their tenders open for acceptance by the Owner for a period of sixty (60) days after the closing of tenders.



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**SCHEDULE 1 - CONTRACTOR'S EXPERIENCE RECORD**

The Contractor is required to supply the following information concerning work done over the last three (3) year period that is similar to the type of work to be done under this contract.

<b>TERM OF CONTRACT (ie 2023)</b>	<b>REFERENCE AND TELEPHONE NUMBER</b>	<b>DESCRIPTION OF WORK AND VALUE</b>



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**SCHEDULE 2 – SUMMARY OF PRICES**

**(FULL SCHEDULE OF PRICES – PART C)**

In accepting this Contract, the Contractor agrees to the following price for the Contract to be completed no later than September 12, 2025, for: **all work within this tender document and tender drawings.**

**The Owner reserves the right to include any or all the provisional items when evaluating the pricing component of bids received.**

**The tender award will be made based upon the lowest compliant bidder for the Total Tendered Price including any provisional items that will be used during the construction process.**

**Once the lowest compliant bidder has been identified the Owner reserves the right to include or modify additional provisional items during construction.**

**Tender Response Form**

Resurfacing of Sixth Line, Atchison Road and Whitfield Road as per the tender document:

**Sixth Line - Total Cost Inclusive of HST \$**\_\_\_\_\_

**Atchison Road - Total Cost Inclusive of HST \$**\_\_\_\_\_

**Whitfield Road - Total Cost Inclusive of HST \$**\_\_\_\_\_

**Combined – Total Cost w/o  
Provisionals, Inclusive of HST**      **\$**\_\_\_\_\_

**Combined – Total Cost with  
Provisionals, Inclusive of HST**      **\$**\_\_\_\_\_



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**SCHEDULE 3 - FREEDOM OF INFORMATION AND PRIVACY ACT**

We, the undersigned, have carefully read the Form of Tender, Part “B” - General Terms and Conditions, Part “C” - Specifications, and maps, and otherwise satisfied ourselves as to the conditions under which work is to be carried out; we do hereby tender for and offer to enter into Contract with the Corporation of the Township of Otonabee-South Monaghan to complete these Contract Services in strict accordance with the terms and conditions contained herein.

We, the undersigned, hereby permit the Township of Otonabee-South Monaghan to release information associated with this Tender, in accordance with the Freedom of Information and Privacy Act.

DATED AT \_\_\_\_\_, THIS      DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name of Company



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**SCHEDULE 4 - ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA**

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<b>Addendum #</b>	<b>Date Received</b>
# _____	_____
# _____	_____
# _____	_____

☐ Check here if No Addenda received.

\_\_\_\_\_  
**Respondent**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



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**PART B – TERMS, CONDITIONS AND DEFINITIONS**

**SUBMITTING A TENDER**

Tender must be submitted to the attention of:

Heather Scott, CAO  
Township of Otonabee-South Monaghan P.O. Box 70, 20 Third Street  
Keene, Ontario K0L 2G0

To ensure standardization of contractor response, Township of Otonabee-South Monaghan response forms will be supplied in the bid package **when practical** and **must** be used. Failure to submit the information on the forms provided will result in rejection of the bid. When forms are not provided, responses should be submitted on the respondent's own letterhead or quotation form and must be signed by an authorized officer of the respondent. Faxed or other electronically transmitted bids **will not** be accepted.

Late bids will not be considered and will be returned unopened to the Contractor. \*Local time is according to the time clock located in the Council Chamber area of the Township of Otonabee-South Monaghan Council Chambers, which will be deemed to be taken as conclusive. (HR:MIN:SEC) **Late bids will be returned unopened to the Contractor.**

The number of bids received, and the names of contractors are confidential, and shall **not** be divulged prior to the tender opening. However, the number of tender packages released is public information. It is understood that by completing and submitting a bid for this tender the respondent agrees to public release of their name and tender information.

The Township assumes no responsibility or liability for any cost incurred by the respondent in the preparation or submission of tenders, site inspections, demonstrations, or any other services that may be requested as part of the evaluation process.

Contractors must be authorized to do business in the Dominion of Canada.

The Contractor agrees that other publicly funded authorities within the Township not shown on this quotation may utilize this quotation if deemed beneficial to them. The Contractor declares that this quotation is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a quotation for the same goods and services and is in all respects fair and without collusion or fraud.

The Corporation of the Township of Otonabee-South Monaghan shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any respondent prior or subsequent to or by reason of the acceptance or the non- acceptance by the Township of Otonabee-South Monaghan of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract.

If an insufficient number of tenders are received, tenders may be returned unopened to the Contractor.



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Whenever a tender seeks a source of supply for materials and/or services, the quantities or usage shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the Township of Otonabee-South Monaghan as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Contractors' information only and will be used for tabulation and presentation of bid, and the Township of Otonabee-South Monaghan reserves the right to increase or decrease quantities as required.

All materials and/or services shall be delivered F.O.B. destination (i.e., at a specific Township of Otonabee-South Monaghan address) and delivery costs and charges, if any, will be included in the bid price.

**FREEDOM OF INFORMATION**

Release of information contained within a contractor's document will be subject to the Freedom of Information Act. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Contractors must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.

Requests for information other than standard public information (i.e., names of those submitting tender, **total** amount of bid **not** individual line costs) must be dated and submitted in writing to the Clerk/Deputy-CAO, after which time the Township of Otonabee-South Monaghan has thirty (30) days to respond.

**INQUIRIES AND CLARIFICATIONS**

It is the contractor's responsibility to clarify interpretation of any item on the specifications and/or other tender documents, before the close of tender, by contacting the following:

Township of Otonabee-South Monaghan  
P.O. Box 70, 20 Third Street  
Keene, Ontario KOL 2G0  
Email: [directorofoperations@osmtownship.ca](mailto:directorofoperations@osmtownship.ca)  
Telephone: 705-745-3595

**All questions relating to the tender must be in writing** and delivered or emailed as directed above. No verbal interpretation will be effective to modify any component of the tender or any contract. Only interpretations and clarifications, which are provided in writing by the above-mentioned, will be considered valid. Bidders shall be advised that responses to questions will be completed via. Addendum and posted to the Township website. It is the bidders responsibility to check for addenda prior to submission of bid and during the tendering process.

The submission of a quotation shall be deemed proof that the contractor has satisfied himself as to all the provisions of the quotation, all conditions which may be encountered, what goods



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and services he will be required to supply, or any other matter which may enter into the carrying out of supply of goods and services referred to in the quotation, and no claims will be entertained by the Township based on the assertion by the contractor that he was uninformed as to any of the requirements of this quotation.

Should a contractor discover any errors or omissions in the tender, they shall notify the purchaser so that clarification can be made to all bidders.

**WITHDRAWAL PROCEDURE**

A contractor who has submitted a tender may request that the tender be withdrawn. The withdrawal will be allowed if the request is made by mail or in person, directly to the Clerk/Deputy-CAO or their designate, before the closing time. When a withdrawal request is made in person, the requestor shall sign a withdrawal form confirming the request. When requests are made by mail, they shall be confirmed by telephone prior to acceptance. (Telephone requests will not be considered). Tenders confirmed as withdrawn prior to closing time shall be returned unopened. The withdrawal of a tender does not disqualify a respondent from submitting another tender on the same contract providing it is submitted prior to closing date and time. Withdrawal requests received after the tender closing time will not be allowed.

**TENDER OPENING**

Tender opening shall be conducted in a public forum and shall take place as soon as practical after the closing time. The names of contractors submitting bids and total bid amounts will be announced; however no other tender information will be released at this time.

When tenders have been opened and sorted, the Clerk/Deputy-CAO shall check the number of tenders opened to ensure that all tenders received are accounted for. If a discrepancy occurs, the tender opening proceedings shall be delayed until all tenders have been accounted for.

When all tenders have been accounted for, the Clerk/Deputy or CAO shall announce for each contract the contract name, number, the number of bids received, and the name of the contractors during the reading out of tenders. The Clerk/Deputy or CAO, shall check for more than one tender under the same name. If two tender envelopes for the same contract are received in the same contractor's name and are both properly submitted, the envelope containing the lower tender amount shall be considered the intended bid and shall be processed within the normal manner.

**PRELIMINARY CHECKING**

Initially all tenders shall be checked by the Director of Operations or their designate to ensure that;

- The contractor's name and tender amount shown on the Record of Tender Opening are correct;
- The tender form is signed as necessary, sealed or witnessed;



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- Each tender envelope is time and date stamped prior to the contract closing time;
- Each item on the tender has been bid;
- The tender is free of restrictions or alterations; and
- Tenders must be legible, written in ink or typewritten. Submissions written in pencil will be rejected. The authorized officer signing the tender must initial erasures, corrections or strikeouts.

In the event of any discrepancy between the unit price and the extension, the unit prices shall govern.

All other tender requirements have been met.

In the event that a bid does not contain or comply with a mandatory item, then the bid must be rejected.

The Tenders will be assessed for completeness and suitability to requirements based upon the information provided by the contractor in their submission. Contractors may be contacted to clarify any items and may be required to attend an interview. Further discussions and demonstrations of capabilities may be required at that stage. Based upon the analysis of the tenders, subsequent discussions and reference checking, a final ranking of respondents will be established.

#### EVALUATION CRITERIA

The following criteria, which are not in any particular order, as well as any other criteria outlined in tender specifications will be used to determine the ranking of the respondent and proposed system:

- The availability of Township funds to complete the task
- The Director of Operations is satisfied with the product.
- The required expertise, including professional qualifications and experience.
- A demonstration of thorough knowledge and understanding of the scope of work.
- A demonstration of specific related experience relative to the nature of the tender call.
- Record of past performance with the Township.
- Past performance with other municipalities preferably in the Ontario marketplace, in providing similar products or services.

If requested, the contractor agrees that he will furnish a copy of his latest financial statement within four (4) calendar days after being requested to do so by the Township. The Contractor solemnly declares that the several matters stated in the foregoing quotation are in all respects true.

In addition to the above, an evaluation committee will review the submitted bids and selection will be based upon the following criteria in concurrence:



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Criteria	Points
Completeness of Tender	15
Delivery date as specified	20
Meeting all required specification criteria's	25
Lowest acceptable price (including provisional)	40
Total	100

Bidders are advised that only complete tenders will be reviewed and evaluated. Each bidder is asked to submit:

- one (1) original,
- one (1) copy of their complete bid
- Any other factors which may be set out in the Call for Tender for other documentation.

The Township reserves the right to reject any offer based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the Customer or a comparable business. Whether a product meets this requirement shall be the sole decision of the Township.

**The lowest or any tender will not necessarily be accepted.**

**CONTRACT AWARD**

After an initial review of the tenders, bidders may be interviewed and requested to provide clarification of specifications or any included information that has been provided within the bid.

Tender award will be made based upon the highest scored compliant proponent in the evaluation process. The Corporation of the Township of Otonabee-South Monaghan reserves the right to accept or reject all or part of any bid and reserves the right to accept other than the lowest bid and to cancel this call for bids at any time.

Provided that at least one of the tenders received meets the approval of the Director of Operations, a recommendation for the contract award will be made and presented to Township Council for approval. In the event that no bona fide offer is received, the Township may proceed at its discretion to obtain the goods or services described.

Council shall review the recommendation of the Director of Operations and make an award. In the event that Council deems that it would be beneficial to listen to delegations from contractors at this time, every contractor must be given an equal opportunity to present himself or herself. Individual written invitations, stating time, date and purpose of the presentation, must be extended to each contractor.

In the event that more than one contractor has submitted a tender in the same amount and content, the Director of Operations shall make its decision based on the merit of the tender



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(i.e. including such factors as time for completion and previous performance of the contractor. If the merit for each tender is equal, then the tender to be accepted shall be decided by means of a draw. The names of the tied contractors shall be placed in a container and the tender to be awarded shall be drawn by a member of council. The time and location of the draw shall be set by the Director of Operations, and the bidders shall be notified in order that they may be present.

By responding to this tender call, contractors accept the terms and conditions outlined in this tender call and that the decision of the Township Council is final and binding and will not be subject to review.

The Township reserves the right to accept or reject all or any portion of the tender, as may be in the best interests of the Township.

On approval of the recommendation, the CAO shall immediately send a Notification of Acceptance to the successful contractor advising him/her that his/her bid has been accepted.

**CONTRACTS AND AGREEMENTS**

The entire text of the contractor's Tender and all accompanying documentation, claims, representations and arrangements presented by the contractor, relevant to the Tender, may be incorporated into and form part of the contract. No oral representations should be assumed to be incorporated in the contract documents. Contractors are cautioned that information should not be submitted that couldn't be incorporated into the agreement.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. The Contractor agrees that the laws of Ontario shall govern the rights of all parties. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

**DELIVERY**

The Contractor shall be responsible for arranging its Services so that completion shall be as specified in the Contract.

**TAXES**

The tender price shall include all applicable taxes, in accordance with the current legislation.

**TERMS OF PAYMENT**

Payment will be made upon normal processing of the Contractor's invoice, subject to acceptance of the Contractor's Services.

The Contractor shall have no claim for loss, damages, anticipated profits or otherwise on



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account of any difference which may occur between the quantities of work actually done under the Contract and the estimated quantities as set out in the Contract Documents.

The effect of any alternative payment terms, stated clearly in the Contract by the Contractor will be considered in the evaluation of the Contract.

**CHANGES**

The Township shall have the right to make changes to services. Changes must be authorized by a written Change Order document.

**PATENTS AND COPYRIGHTS**

The Contractor shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the services or any part of the services constitute an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including the Township's legal fees.

The Contractor shall pay all royalties and patent license fees required for the services. If the service, or any part thereof, is in any action or proceeding held to constitute infringement, the Contract shall forthwith either secure for The Township the right to continue using the service, or shall at the Contractor's expense, replace the infringing service with non-infringing service or modify it so that the service no longer infringes.

**ASSIGNMENT**

The Contractor shall not assign the Contract or any portion thereof without the written prior consent of the Township, provided that the contractor is not then in default under this agreement, and provided that the assignee executes a counterpart of this agreement and annexes thereto a memorandum acknowledging that it is bound by the terms and conditions hereof and covenants to comply herewith.

**DEFICIENT WORK**

If any services, equipment, materials or workmanship furnished by the Contractor is defective or any aspect of performance of service is deficient, the Township may in its sole discretion, in writing:

require the Contractor promptly to remedy the defect or deficiency;  
suspend or terminate all or any part of the services effective upon the giving of the notice;  
OR  
do both of the foregoing.

Costs to remedy such defects or deficiencies and any additional costs resulting there from shall be at Contractor's expense.

**SUSPENSION AND TERMINATION:**

The Township may, at any time, suspend or terminate any part of the service, including all remaining work, for any justifiable reason whatsoever effective immediately upon notice to



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the Contractor. The Contractor shall continue to execute any part of the service not suspended or terminated.

In the event of termination, except for suspension pursuant to the Clause - Deficient Work, the Contractor is entitled to full payment for the part of the service provided by it up to the effective date of such termination.

The Township shall not be liable to the Contractor for loss of anticipated profit on the terminated portion or portions of the service.

**WARRANTIES AND GUARANTEES**

The Contractor warranties and guarantees that all work will be free from defects in workmanship and materials. The Contractor shall remedy at Contractor's cost any defects in work, provided the Contractor is notified by the Township of such defect within two (2) years from the date of acceptance or termination of work. For apparatus, materials and accessories not manufactured by the Contractor, the Contractor shall obtain such warranties or guarantees as are available from the manufacturers. These shall extend over the longest possible period which shall not be less than one (1) year after acceptance or termination of the work.

**DEFAULT BY CONTRACTOR**

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice, terminate the Contract.

If the Contractor fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the Service; or fails to prosecute the Service with the skill and diligence; or assigns or sublets the Contract or any portion thereof without the Township's written consent; or refuses to correct defective service; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Contractor, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, it is entitled to:

- take possession of all of the service in progress and finish the service by whatever means the Township may deem appropriate under the circumstances;
- withhold any further payments to the Contractor until its liability to the Township is ascertained;



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- recover from the Contractor loss, damage and expense incurred by the Township by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor).

**DISCLOSURE**

The names of the Contractor and the Contractor's renewal of the original Tender price will be made available to the public after Council authorization.

**QUANTITIES**

Where quantities are shown on the Contract Documents as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

**INDEPENDENT CONTRACTOR**

The Contractor is an independent Contractor and the Contractor's personnel shall at all times be considered as agents or employees of the Contractor and not be considered servants or agents of the Township.

**BUSINESS ETHICS**

The Contractor agrees to comply with all laws, regulations, rules and orders applicable to the observance or performance of its obligations under this Contract.

The Contractor agrees that all financial settlements, reports and billings rendered to the Township under this Contract shall properly reflect the facts of all activities and transactions handled for the Township's account and may be relied upon as being complete and accurate in any further recording or reporting made by the Township for any purpose.

The Contractor shall notify the Township in writing promptly upon discovery of any failure to comply with paragraph one or two of this clause.

**INSURANCE**

The Contractor shall take out and keep in force while under Contract with the Township, a comprehensive policy of public liability and property damage insurance acceptable to the Township. The insurance shall provide coverage in respect of any one accident to the limit of at least five million dollars (**\$5,000,000.00**) exclusive of interest and cost against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property.

The policy shall name the Township as additional insured thereunder and shall protect the Township against all claims for all damage or injury including death to any person or persons and for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract.

The Contractor is required to file the pertinent certificates of insurance at the time of



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execution of the Contract and to maintain them while under contract for the Township of Otonabee-South Monaghan.

The Insurance Certificate must include a clause requiring thirty (30) days' notice be given to the Township prior to expiry.

Health and Safety Responsibilities for Municipal Workers and Contract Workers: (Township of Otonabee-South Monaghan Health and Safety Policy and Procedures Manual – Section 4)

**F. CONTRACTORS AND SUB-CONTRACTORS:**

*This classification is external to the Township of Otonabee-South Monaghan's organization and includes all those individuals working on a contract for the municipality.*

*The health and safety responsibilities attached to this classification include the following:*

*demonstrate the establishment and maintenance of a health and safety program, with objectives and standards consistent with applicable legislation and this corporation's health and safety policy and requirements;*

- *include health and safety provisions in their management system to reach and maintain a consistently high level of health and safety;*
- *ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment.*

*This section **will be included in all contracts tendered** and proof of the above may be required by the Township of Otonabee-South Monaghan at any time from tendering to project completion.*

**OCCUPATIONAL HEALTH AND SAFETY**

The Contractor shall meet all Health and Safety regulations and supply all W.H.M.I.S information required by Regulation. The supplier will supply the appropriate Material Safety Data Sheets.

The Contractor acknowledges that he is the Constructor within the meaning of the Occupational Health and Safety Act.

**WORKPLACE SAFETY AND INSURANCE BOARD**

The Contractor shall be responsible for and shall pay all dues and assessments payable under the Workers Compensation Act, the Unemployment Insurance Act or any other Act, whether Provincial or Dominion, in respect to all his employees or operations, and shall furnish the Township with satisfactory evidence that he, the Contractor, has complied with the provisions of any such Act.



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NOTE: The Contractor will provide W.S.I.B. Clearance Certificate and five million dollar (\$5,000,000.00) Certificate of Insurance naming the Township of Otonabee-South Monaghan as additionally insured at the time of execution of the Contract and to maintain them while under contract for the Township of Otonabee-South Monaghan.

**LIABILITY AND INDEMNIFICATION**

The Contractor shall be liable to the Township for all losses, costs damages and expenses which the Township may suffer, sustain, pay or incur; and in addition, the Contractor shall indemnify and hold the Township completely harmless against all actions, proceedings, claims, demands, losses, debts, costs, damages, expenses and liabilities, which may be brought against or suffered by the Township or which it may sustain, pay or incur as a result of one or more breaches of the Contract or as a result of the negligence or wilful misconduct of the Contractor, its subcontractors and its vendors in connection with the performance, purported performance or non-performance of the Contract.

The liability of the Contractor pursuant to paragraph (a) of this clause in respect to loss of or damage to property, including loss of use thereof, belonging to or in the custody of The Township, shall be limited per any one occurrence to: the amounts recoverable under any insurance or the amounts which would have been recoverable under such insurance if the conditions, requirements and warranties imposed on the insured by the insurer are being or had been met together with the amount of any deductible under any applicable insurance carried by the Contractor or its Subcontractors.

**ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES**

Pursuant to Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the "Regulation"), made under the **Accessibility for Ontarians With Disabilities Act, 2005** ("the "Act"), as of January 1, 2010, the Contractor shall ensure that all of their employees, agents, volunteers, or others for whom they are responsible, receive training about the provision of goods and services provided to people with disabilities.

The Contractor shall submit, within ten (10) days of notification of award the completed "Attachment – **Representation, Warranty and Acknowledgement of Accessible Customer Service Training**", providing their representation, warranty and acknowledgement that their employees, agents, volunteers, or others, will have completed Accessible Customer Service Training.

If the Contractor does not provide the completed Attachment as requested herein, the Contract will be terminated and will be awarded to the next qualified Contractor.

Accessible Customer Service Training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Contractor shall submit to the Township documentation describing their accessible



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customer service training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the attendees.

The Township reserves the right to require the Contractor, at the Contractor's expense, to amend their training policies, practices and procedures, if the Township deems them not to be in compliance with the requirements of the Regulation.

The Contractor shall only assign those employees who have successfully completed training, in accordance with Section 6 of the Regulation, to provide services on behalf of the Township.



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**REPRESENTATION AND WARRANTY**

**(Insert Company Name):**

**Hereby represents and warrants that:**

1. My/Our employees, agents, volunteers, or others for whom I/We are responsible, will have successfully completed Accessible Customer Service Training prior to commencement of the Work on behalf of the Township of Otonabee-South Monaghan, in accordance with the award of **Tender** \_\_\_\_\_; and
2. The Accessible Customer Service Training provided with encompass the following training content:
  - a) A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;
  - b) How to interact and communicate with people with various types of disabilities; How to interact with people with disabilities who use an assistive device, service animal or a support person;
  - c) How to use the equipment or assistive devices available on Township premises or that are otherwise provided that may help with the provision of goods or services to people with disabilities;
  - d) What to do if a person with a particular type of disability is having difficulty accessing the Township's goods or services

**ACKNOWLEDGEMENT**

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the Township of Otonabee-South Monaghan and as such I/We solemnly provide this representation and warranty as if it were given under oath.

\_\_\_\_\_  
Company Signature(s)

\_\_\_\_\_  
Title Name(s)

\_\_\_\_\_  
Date

**I/WE HAVE THE AUTHORITY TO BIND THE COMPANY**



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**LIENS**

If, at any time, there should be evidence of any lien or claim for which the Township might become liable or any claim which is valid in the Township's judgement, and which is chargeable to the Contractor, the Township shall have the right to retain out of any payment to the Contractor an amount sufficient to completely indemnify the Township against such lien or claim including legal fees and to make payment into court or to the claimant to secure a discharge of such lien or claim.

**CONFIDENTIALITY**

The Contractor agrees to keep confidential any and all information of data which has been made available or is hereafter made available to the Contractor by the Township, as well as all information concerning the results of the Work under this Contract.

**CONTRACTOR'S PERSONNEL**

Upon request of the Township the Contractor shall furnish the Township a list showing the names of all persons who will perform services under this Contract. The Township may refuse a particular person admission to its premises. The Contractor shall require every person entering the Township's premises to be identified by badges or tags satisfactory to the Township.

The Township desires and requests the Contractor to hire and employ local people, all things being equal, wherever and whenever possible in the Services to be performed.

The Contractor shall be responsible to provide all necessary facilities for employees such that a high degree of cleanliness can be maintained.

The Contractor's employees shall at all times behave in a polite, courteous manner towards the public. Any employee contravening this Section - Contractor's Personnel or soliciting any gratuity for services done under this Contract shall be subject to termination.

**NOTICES**

All notices required or permitted to be given under the Contract shall be in writing and either delivered personally or delivered to their respective addresses listed on the Contract.

**BRIBERY OR CORRUPT PRACTICE**

Should the Contractor give or offer any gratuity to, or attempt to bribe, any employee or elected official of the Township, the Township may, upon expiration of ten (10) days from the date of written notice to the Contractor, terminate the Contract; all under the same provisions as those specified in the Default by Contractor section.

**ENTERING AGREEMENT**

This agreement constitutes the entire agreement between the parties with respect to all the matters herein and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the agreement.



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**ENURMENT**

This agreement shall ensure the benefit of and be binding upon the parties and their respective successors and assigns.

**DEFINITIONS**

**Change Order** - a written document authorizing changes to service, as issued by the Township.

**Council** - shall mean the Council of the Township of Otonabee-South Monaghan.

**County** – shall mean the County of Peterborough

**Contract** - The document, approved by the Township, authorizing the Contractor to perform the service, including the Contract Documents, the bonds or security (if any), the Contractor's Contract, and Change Orders, appendices, and addendum (if any).

**Contract Price** - The price basis upon which the Contractor is requested to submit the Contractor's Contract.

**Contractor** - The company, person, firm, corporation or partnership performing gravel crushing and placing under Contract for the Township of Otonabee-South Monaghan.

**Equipment** - The materials, machinery, vehicles, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the Contract.

**Services** - All materials, equipment fixtures, work, supplies and acts required to be done, furnished and/or performed by the Contractor; including an option for additional collection services and as agreed to by both parties.

**Subcontractor** - A person(s), firm(s), or corporation(s) having a Contract with the Contractor for any part of the Work.

**Supervisor** - shall mean the Director of Operations or Township representative or any person or corporation from time to time named by the Council to oversee the gravel crushing and placing.

**Contract Administrator** - shall mean the Director of Operations or the person, partnership or corporation designated by the Owner to the Owner's representative for the purposes of the Contract.

**Township** – shall mean the Corporation of the Township of Otonabee-South Monaghan.

**Township Representative** – shall mean the employee(s) or delegate(s) of the Township of Otonabee-South Monaghan acting on behalf of the Township.



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**Tender** - A written offer in a specified form received from a Contractor in response to a public invitation to supply equipment, materials and/or services and construction.

**Tender Documents** - The Tender Form, Tender Terms and Conditions, and Specification to which Contracts are invited for the performance of services or supply of equipment.

**TENDER FOR ROAD RESURFACING**

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and location of the work to be done under this contract, and the Contractor understands and accepts the said provisions, plans, specifications and conditions and, for the prices set forth in this tender, hereby offers 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, plans, specifications and conditions attached to this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Township without alteration of the contract price. However, should such an increase or decrease exceed 20% then, either party to the contract may request, in writing, that negotiations be carried out to determine if a revised unit price would be appropriate (not including provisional items).

If at any time, in the opinion of the Director of Operations, damage is being done or is likely to be done to any highway or any improvement thereon by the Contractor's vehicle or other equipment whether licensed or un-licensed, the Contractor, shall, on the direction of the Director of Operations, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Director of Operations.

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the *Highway Traffic Act*, whether such vehicle is registered in the name of the Contractor or otherwise.



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## **PART C – SPECIFICATIONS**

### **Scope of Work**

This tender includes three (3) project locations:

- Sixth Line – Commencing at County Rd 28, continuing east and terminating at Atchison Road (≈1.8km)
- Atchison Road – Commencing at Sixth Line, continuing north and terminating at Whitfield Road (≈1.5km)
- Whitfield Road – Commencing at Bartlett Road, continuing west for approximately 875m and terminating at the transition from poor quality surface treatment to newer surface treatment (immediately west of driveway to #200 Whitfield Road).

Without limiting the generality of the contract, the work comprising the project consists of, but is not necessarily limited to the following:

- Pulverization of existing roadway (100mm depth)
- Placement of Granular A (100mm)
- Road resurfacing (double surface treatment)
- Site Restoration
- Replacement of driveway Granular to property line (100mm)
- Replacement of asphalt driveways to property line
- Quality Control Testing

It is the intention of the Township to award this as one project; however, the Township reserves the right to award as two separate projects and/or reduce scope due to budgetary constraints.

Bidders shall refer to the Specifications and the Contract documents for all other scope of work requirements.

### **O.Reg. 406/19 – Excess Soils**

This project is expected to generate very little material considered to be excess soil. A soil characterization report has not been completed for this project.

### **Specifications**

The Ontario Provincial Standard Specifications (OPSS) form part of the Contract Document but are not reproduced herein. The Contractor is responsible for obtaining and having onsite a current issue of the OPSS General Provisions, and all pertinent specifications. The OPSS is the standard specification for this contract. The special provisions for tender items will take precedence over the OPSS where a conflict arises between the two specifications. Applicable OPSS and the related Special Provisions (SP) are identified for each tender item in the OPSS SPEC column of Part “D” Schedule of items and prices documents. The



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particular revision in effect at the time the contract is advertised shall apply.

It shall be the contractor's responsibility to obtain the latest edition of the Ontario Provincial Standard Specifications and Drawings. Only the municipal and provincial common standards in OPS Volumes 1 to 4 and municipal-oriented specifications in OPS Volumes 7 and 8 to this contract, unless specified otherwise in the contract documents. The Ontario Provincial Standards in effect immediately prior to the call for tender for this contract shall apply for the duration of the contract.

### **Site Preparation**

It shall be the contractor's responsibility to conduct site preparation under any item of this contract through the construction zone and on all roads. There will be no additional payment for site preparation as required and may include but not necessarily limited to:

- Maintaining and updating project schedule
- Site preparation for work.
- Costs of all necessary approvals and permits as applicable.
- Cost of constructing laydown area in location acceptable to the Owner.
- All costs associated with utility locates protection or temporary relocation and reinstallation of utilities, as applicable and not specified in other areas of the contract.
- Layout of work
- Cost of supplying and maintenance of adequate portable sanitary toilet facilities.
- Costs associated with submission of shop drawings, product submissions and all other submissions.
- Costs associated with access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to the Contract Administrator.
- Maintaining and reinstatement of existing road signs, mailboxes, etc.
- Maintaining the site in a clean and orderly manner.
- Cost of advertising of Substantial Completion in the Daily Commercial News.
- Cost of reinstating to original conditions the Contractor's lay down area.
- All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- All costs associated with environmental protection measures except as specifically mentioned for other Items of work.
- Maintenance of Stormwater Management Facilities
- Protection of private properties
- Cost of performance bond and liability insurance as required under this contract
- Supplying a foreperson or a representative on the job at all times and layout
- Security protection of the contractors materials during the course of the contract.
- Removal, salvage, storage and reinstallation of all road signage located within the project limits.
- Supply and placing temporary stop signs at side road locations
- Costs of completing Quality Control tests on all phases of the work (proof roll,



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- compaction, emulsion, application etc.) and providing results to the Township.
- Communication/Notifications to residents impacted by the work.

**OPS General Conditions**

Wherever in this contract reference is made to the general conditions it shall be interpreted as meaning the OPS General Conditions of contract (OPSS MUNI 100), November 2019.

**Supply of Water**

It shall be the Contractor's responsibility to supply and apply all water required for dust control and compaction under any item of this contract including dust control through the construction zones and on all roads unless otherwise specified in the item below. There will be no additional payment for water, as required.

**Definitions**

Wherever the word "Corporation", "Owner", "Authority", "Inspector", or "Contract Administrator" appears in this contract, it shall be interpreted as meaning the Township of Otonabee-South Monaghan.

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

Wherever the word "Director" appears in the contract, it shall be deemed to mean the Director of Operations or their designate.

**Warranty**

For the purposes of Part "C" Specifications of the Contract documents, the warranty period shall be 24 months from the date of the total performance of the work or such longer periods as may be specified for certain products or work.

Additional warranty requirements will be required for the double surface treatment, these are attached as Appendix A.

**Schedule**

The work is to commence as soon as the environmental conditions permit after the signing of the Formal Contract and must be completed prior to September 12, 2025. The contractor and the Director shall coordinate a start date.

The Contractor shall provide an updated schedule on a bi-weekly basis, additionally the contractor will be required to provide a detailed work plan including QC results, on a weekly basis.

Once operations have begun, the Contractor shall continue working until the project is substantially complete.



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**Contractor to Investigate**

It shall be the Contractor's responsibility to thoroughly inspect the site of the proposed work, determine the location of any buried or obstructing services, and make satisfactory arrangements to remove any interference with such service with the proper jurisdictional authority. See Part "B" –Terms, Conditions and Definitions for additional information.

**Protection of Public and Traffic General**

All traffic control procedures and devices shall conform to the requirements of the following references:

- The Ministry of Transportation, Ontario "Ontario Traffic Manual Book 7" most recent addition.

The contractor shall submit a traffic control plan to the Township for review prior to starting work. The Contractor will be responsible for maintaining vehicular traffic. The contractor shall avoid the restrictions to vehicular or pedestrian traffic for long durations.

All traffic control devices shall be maintained by the contractor for the duration of the project to the satisfaction of the Township with no extra associated costs to do so.

A traffic control person must be present at all times when machinery or construction vehicles are restricting lanes as per OTM Book 7 and the Occupational Health and Safety Act. The contractor has the sole control over the site in the presence or absence of a Township representative.

**Spills Reporting and Containment**

Spills or discharges of pollutants or contaminants under the control of the contractor, and spills or discharges of pollutants or contaminants that are a result of the contractors operations that cause or are likely to cause adverse effects shall forthwith be reported to the Spills Action Centre at 1-800-268-6060 and to the Director of Operations. Such spills or discharges and their adverse effects shall be defined in the Environmental Protection Act R.S.O. 1990.

Any reporting shall not relieve the contractor of their legislated responsibilities regarding such spills or discharges. In the case of a spill, the contractor shall use every effort to contain the spill as may be required to mitigate adverse effects on the environment.

Upon satisfactory containment of the spill and upon direction from the Spills Action Centre and the Director of Operations, the contractor shall complete any clean-up of the spill as directed.

There will be no additional payment for costs associated with spill containment and clean-up, as may be required.

**Layout**

OPSS General Condition GC7.02 shall be followed. The contractor shall at their own



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expense, complete any required layout necessary to properly complete the project, to the satisfaction of the Township.

The Township does not have existing survey data to provide the contractor.

**Operational Constraints**

Application of Surface Treatment shall cease operation if weather conditions create unmanageable working conditions due to saturated native soil and excessive trench dewatering.

**Supply of Materials**

All materials necessary for the proper completion of the work shall be supplied by the contractor, except as specifically noted. The payment provided in the contract shall be deemed to include full compensation for the supply of all such materials.

**Liquidated Damages**

Time shall be the essence of this contract.

Work on this contract may commence when the weather is stable and sufficient enough to do so. The contractor shall diligently complete their work on or before the date identified in Part C, Section 7-Schedule.

If the 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, any extra costs occurred to meet the deadline stated in the contract will not be compensated by the owner.

It is agreed by the parties to the contract that in case all work called for under the contract is not finished or completed within the dates included in the tender; a loss or 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 any reason of such a delay, the parties here to agree that the contractor will pay to the owner the sum of **\$1,000 (One Thousand Dollars)** as liquidated damages for each and every single calendar days' delay in finishing the work in excess of the required completion date prescribed. It is agreed that this amount is the estimate of the actual loss or damage to the owner, which will accrue during the period in excess of the prescribed completion date.

The Owner may deduct any amount under this paragraph from any monies 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 or other alternative that may be available to the owner.

An application by the contractor for an extension of time shall be made to the Director of Public Works in writing at least fifteen days prior to the specified date of completion within the tender.



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Any extension of time that may be granted, in writing, to the contractor shall be so granted and accepted without prejudice to any rights of the owner whatsoever under this contract, and all such rights shall continue in full force and effect after the time limited in this contract for the completion of the work and whenever in this contract power and authority is given to the owner or the Director or any person to take any action consequent upon the act, default, neglect, delay, non-observance or non-performance by the contractor in respect of the work or contract, or any portion thereof such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this contract for the completion of the work but also in the event of the same happening after the time so limited in the cause of the contractor being permitted to proceed with the execution of other work under an extension of time granted by the Township.

**Contractors Responsibility**

The contractor's attention is drawn to Section GC7 of OPSS general conditions of contract "Contractors Responsibility". Should the contractor cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the contractor is present on the site at all times. The contractor shall notify the Director in writing of the names and positions of the person or persons representing the contractor.

**Co-ordination Meetings**

The contractor shall attend such meetings as may be required by the Director to co-ordinate the services affected by the contract.

**Dust Control**

The contractor must make all possible efforts to suppress dust from affecting the travelling public and private properties.

In accordance with Section GC7 of OPSS General Conditions of Contract, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain the roadway through the work. Dust control is to be in accordance with the Construction Management Plan, which is available for the Contractor to review given written notice to the Owner.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or be a nuisance to commercial establishments or residents of the area where the work is being carried out.

The cost of all preventive measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway, which is the Contractor's responsibility to maintain for public traffic seven (7) days a week.

There shall be no additional payment for dust control, as required.



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**Discrepancies and Conflicts**

Discrepancies and conflicts shall be brought to the attention of the Director of Operations prior to commencement of work on that particular portion. No additional payment will be made for correction of errors made in this regard.

**Utilities**

Sections GC2.01 and GC7.12.02 of the General Conditions are deleted in their entirety and are replaced by the following:

The Contractor shall be responsible for the protection of all utilities at the job site during the time of construction.

The Authority will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract. The location and depth of underground utilities shown on the Contract drawings are based on the investigations made by the Authority. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The Contractor is responsible for verification of the location and type of other utilities within the contract limits and which may be encountered during construction.

**Sign and Mailbox Maintenance**

The contractor shall be responsible for the maintenance of all signs and all mailboxes during the construction period. Any signage or mailboxes that are temporarily removed for any reason must be reinstated in accordance to the OTM Book for signs and current Canada Post regulations governing mailboxes.

**Disposal of Surplus or Unsuitable Material**

Materials which are either unsuitable or surplus to the requirements of the Contract, and which are to be disposed of, shall be disposed of outside the right-of-way in waste disposal areas arranged for by the Contractor and shall avoid any environmentally sensitive areas identified in the contract.

Disposal shall be such as not to be unsightly or potentially unsightly when viewed from the highway, and shall be carried out in an environmentally acceptable manner and shall avoid any environmentally sensitive areas identified in the contract.

For disposal sites off the contract, written permission from the owner of the property upon which there is to be disposal, shall be obtained and filed with the Township prior to any disposal and shall save the Authority harmless from all claims that may arise from such disposal. Should the property be Crown Land, such permission shall be obtained from the Ministry of Natural Resources and/or the applicable Conservation Authority. The Contractor



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shall contact the local Municipality to ensure conformity with any applicable fill By-Law prior to disposal of any surplus materials.

**Community Notifications (Garbage, Recycling, Canada Post)**

The Contractor shall be responsible for properly notifying all the residents that will have services disrupted during the construction period. The Contractor shall provide advanced notice to the resident / homeowner of all changes to garbage disposal, recycling, and Canada Post mailing services.

**Drinking Water Quality Management System**

Drinking Water Quality Management Standards were established in accordance with the Safe Drinking Water Act developed by the Ministry of the Environment Conservation and Parks to aid in the provision of safe drinking water.

The Township's Operating Authority, OCWA has implemented and quality management system to ensure the delivery of safe, clean drinking water to our customers while maintaining compliance with applicable legislation and regulatory requirements.

The quality management system policies provide a foundation for the Township's, and Operating Authority's commitments for assuring the quality and availability of supplies and services necessary for proper operations of the system, under both normal and emergency situations.

All activities of the awarded Bidder and where applicable, its subcontracted specialized companies, will adhere to the defined and documented policies and be performed with integrity. Compliance with the quality management systems' principles is essential in ensuring that risks to public health and the natural environment are eliminated or minimized.

In providing a submission response, the Bidder shall be aware that, should they be awarded the contract, they will deliver their services in accordance with the relevant regulatory requirements and standards while working on the Township's water infrastructure.

**Access to Businesses, Homes and Side Streets & Waste Collection**

Vehicular and pedestrian access to all businesses, homes and side streets must be maintained at all times unless approved and communicated by the Contractor to the residents, businesses impacted. Co-ordination and co-operation from the Contractor will be required to ensure minimum disruption during all phases of the construction.

All costs associated with facilitating the collection of garbage, recyclables and organics from residences within the limits of construction shall be deemed to be included in the Contractor's unit and lump sum price bids. This shall include the relocation of containers to the opposite side of the street for pick up by collection vehicles. Also, containers may be placed at the nearest intersection for pick-up and the empty containers returned to the residences.



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### **Special Provisions - Tender Items**

#### **1. Insurance and Bonding - Items 1.01, 3.01 and 5.01**

The Contract price shall include all costs associated with obtaining the required Insurance and Bonding as per the General Provisions.

Payment shall be 100% of the tender amount on the initial payment certificate.

#### **2. Mobilization / Demobilization - Items 1.02, 3.02 and 5.02**

The Contract price shall include all costs related to moving onto the site including items identified under Part D - Schedule of Unit and Prices; including setting up a staging area, project signage (provided by the Township), work trailers and removing all construction related items/materials once the contract has been completed. Also included is all restoration costs associated with the staging area and construction laydown area or areas disturbed in relation to completing the work. The lump sum price shall cover other costs incidental to the contract for which there is not a specific item.

Payment shall be 60% on the first payment certificate and the remainder on the final payment certificate.

#### **3. Layout - Items 1.03, 3.03 and 5.03**

OPSS General Condition GC7.02 shall be followed. The Contractor shall at their own expense set all stakes necessary to properly define the location, alignment, elevation, and grade of the work to facilitate proposed construction to the satisfaction of the Owner. Note, the Township does not have existing survey information to provide.

Payment for this item shall be 40% upon initial layout and the remaining 60% when an approved set of final As-Built drawings have been confirmed by the Contract Administrator.

#### **4. Traffic Control - Items 1.04, 3.04 and 5.04**

Under this item, the Contractor shall supply and maintain all temporary signing, traffic and pedestrian protection as per the Occupational Health and Safety Act, Ontario Traffic Manual (OTM) Book 7 and OPSS 706.

Prior to construction, the Contractor shall prepare and submit copies of traffic control plans for each phase of the project to the Owner for review and approval.

In the event of failure of traffic control and temporary traffic control measures, the Owner shall notify the Contractor of the location and scope of the failure. Upon receipt of notification of failure of traffic control and temporary traffic control measures, the Contractor shall restore conditions within 24 hours of notifications, all to the satisfaction of the Owner and the Township of Otonabee-South Monaghan.



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Payment shall be 60% upon erection of traffic signage and pro-rated on each subsequent payment certificate.

**5. Erosion and Sediment Control - Items 1.05, 3.05 and 5.05**

The Contractor is required to install and maintain erosion and sedimentation control measures to contain sedimentation within the site as may be required. Should the Contractor allow sediment to enter downstream lands, the Contractor shall be required to undertake whatever clean-up measures are required to restore the area to its original condition.

In all areas, the Contractor shall, as a means of controlling erosion and runoff, schedule their operations as to limit the areas of slope and ditches exposed and the time that such areas are exposed prior to final treatment.

Erosion and sediment control measures are required to be in place prior to construction commencing. The Contractor shall be required to adjust the location of the erosion and sediment control measures to suit their operation and construction phasing; no additional payment will be made for this work.

The specifications for OPSS 805 are amended and extended as follows:

- a) Where, in the opinion of the Contract Administrator or any Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the Contract Administrator or the Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.
- b) The Contractor shall ensure that all workers, including Sub-Contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.
- c) The Contractor shall periodically, or when requested by the Contract Administrator, clean out accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into any sewer or watercourse and avoids damage to the control measure. The sediment shall be removed from the site and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.
- d) The sediment control measures shall only be removed when, in the opinion of the Contract Administrator, the measure, or measures, is no longer required. No control measure may be permanently removed without prior authorization from the



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Contract Administrator. All sediment and erosion control measures shall be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. All accumulated sediment shall be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

**6. Pulverizing Existing Surface Treatment - Items 1.06, 3.06 and 5.06**

OPSS 206, 301, 314, 330 and 501 shall apply except as amended below:

The Contractor shall pulverize the existing road platform to a total depth of 100mm, shape, grade, proof roll and compact in accordance with OPSS 206, 301, 330 and 501 and as directed by the Director of Operations or Designate.

While processing the existing surface, the Contractor shall ensure that the existing surface and existing granular base are thoroughly mixed. In the event the materials are not adequately mixed, the contractor may at no additional expense to the Township, be required to pulverize an additional time. The Contractor shall take extreme care when pulverizing on or near existing roadway outside of contract area to limit damage.

The pulverizing widths for payment shall be as follows:

- Sixth Line                      – 6.5m width
- Atchison Road                – 6.5m width
- Whitfield Road                – 7.0m width

The processing shall be completed to the same station for the full surface with prior to closing operations down each day.

The placement of granular shall begin no later than 3 days after completion of pulverization (weather dependant).

The unit price bid for this item shall be full compensation for all work described above including the cost of labour, equipment and materials.

**7. Granular Materials - Items 2.01, 2.04, 2.05, 4.01, 4.04, 4.05, 6.01, 6.04 and 6.05**

OPSS 314 applies with the following amendments.

The scope of work under these items includes placement of granular material as outlined below:

- Granular "A" for road base construction (100mm)
- Granular "A" for driveway tie-ins

The final cross-fall will be determined by the Contract Administrator prior to shaping of



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pulverized base.

Prior to delivery on-site, the material shall be tested at the source. The Contractor must provide the Owner with test results indicating that the material to be supplied conforms to OPSS MUNI 1010. The testing must be performed by a Certified Laboratory. Compaction of granulars shall be in accordance with OPSS 501.

The Contractor shall undertake quality control testing for compaction as per OPSS 501. The minimum frequency of compaction testing shall be one (1) test per 150 m for each lift of material. Written proof of the compaction (test results) shall be provided to the Contract Administrator prior to placement of surface treatment.

**8. Double Surface Treatment – Items 2.02, 4.02 and 6.02**

This item shall include fine grading and final compaction of all roads. All sections of road shall be inspected by both the Contractor and Contract Administrator prior to placement of surface treatment.

All work shall be completed as per OPSS 304, 501, and 1006 and as amended below.

The scope of work consists of;

Binder	HF-150P
First Application	Class 3 Aggregate
Second Application	Class 6 Aggregate

The Contractor shall be responsible for determining application rates of aggregate and emulsion as per OPSS MUNI 304. The Contractor shall provide the rates to the Township in writing within 7 business days prior to the start of work.

The Contractor shall provide the Township with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meetings the material specifications referenced in OPS MUNI 304 and 1006. Compatibility tests shall be provided as per OPS MUNI 1103 for the emulsion to be used with the aggregates. All costs associated with testing of aggregate and emulsion shall be borne by the Contractor.

QC testing shall be completed in accordance with OPS 304. The Contractor shall provide all results to the Township as soon as practical.

The Township will conduct Quality Assurance testing of both the aggregate and emulsion on an as required basis. The location of the laboratory for delivery of samples is to be determined.

Any materials found to be borderline or fail testing, shall be deemed unsuitable and removed and replaced at the expense of the contractor.



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Measurement for payment shall be by the m<sup>2</sup> for double surface treatment.  
The double surface treatment widths shall be as follows:

- Sixth Line                      – 6.5m width
- Atchison Road                – 6.5m width
- Whitfield Road                – 7.0m width

Payment shall be adjusted based on changes to the MTO Asphalt Cement index.

The Contractor shall note and understand the requirements of Appendix A – Surface Treatment Warranty.

**9. Re/Re HL3F Hot Mix Asphalt 50mm Driveways – Items 2.03, 4.03 and 6.03**  
OPSS 310 applies except as amended below.

The scope of work includes the removal, disposal, fine grading of existing gravel and paving of 50mm HL3F surface course asphalt in the driveway locations to match new road edge grade. The performance graded asphalt cement will conform to OPSS MUNI 1101 specifications, PG58-34.

The Contractor shall use a current Ministry of Transportation Ontario design mix, if available. If a current mix design is unavailable, the Contractor will be responsible for producing a mix design.

Existing surfaces shall be cut in smooth straight lines.

QC costs as per OPSS 310 shall be scheduled and costs borne by the Contractor

Measurement for payment shall be by the m<sup>2</sup> for hot mix asphalt. Payment shall not be adjusted based on changes to the MTO Asphalt Cement index.

**10. 300mm/400mm CSP Driveway Culverts- Items 7.01 and 7.02 (PROVISIONAL)**  
It is anticipated that all driveway culverts will remain in place, due to their current condition. This item is intended to be used; in the case that a culvert is discovered to be in poor condition and requires replacement.

All in accordance with OPSS 401 and 421, except as amended below:

The unit price bid for this item shall include the cost of labour, equipment and materials to remove the existing culvert and install new CSP galvanized driveway culverts (1.6mm) to match the existing grades and conditions.

Measurement for payment shall be by the meter of culvert installed. For bidding purposes, assume each culvert installed will be 8.0m in length.



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**11. Fog Seal - Item 7.03 (PROVISIONAL)**

OPSS 1103 and 1006 apply except as amended below:

Fog Seal shall be defined as the single application of emulsion followed by a single application of sand.

Fog Sealing shall be complete immediately after the placement of any surface treatment as directed by the Contractor Administrator.

The emulsion shall be SS1-HH and shall conform to OPSS 1103, or an approved equivalent.

**12. Culvert Extensions - Item 7.04 (PROVISIONAL)**

Payment for culverts shall be at the bid unit price and shall include all equipment, material and labour, to supply and install culvert extensions including couplers.

The Contractor shall repair or remove damaged ends of the existing culvert prior to the installation of any culvert extension. The culvert extension shall be the same material type as the culvert being extended. All culvert extensions shall be a minimum of 1m in length.

The joints between pipe sections shall be wrapped with a minimum 600mm width of geotextile to prevent the migration of soil between the joints, or as per the manufacturer's instructions, whichever are more stringent.

The Township shall determine which culverts will need the extension. All extensions shall blend into existing ditch grades.

**13. Base Stabilization - Item 7.05 (PROVISIONAL)**

This item shall include the application of Magnesium Chloride Solution (30%) or equivalent after the initial pulverization and gravel application process of Items 2.01, 4.01 and 6.01 at a rate of 3.0 L/m<sup>2</sup> or equivalent in accordance with OPSS MUNI 2503.

Basis of payment at the contract price for this item (litre) shall be full compensation for all labour, equipment, fuel and materials required for compliance with the specification provided.



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**PART D – SCHEDULE OF QUANTITIES AND UNIT PRICES**

**Sixth Line**

<b>SECTION NO. 1 – Site Preparation, Removals and Erosion Control</b>						
<b>ITEM NO.</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.01	SP	Insurance And Bonding	LS	1	\$_____	\$_____
1.02	SP	Mobilization/ Demobilization	LS	1	\$_____	\$_____
1.03	SP	Layout / As-Builts	LS	1	\$_____	\$_____
1.04	706, SP	Traffic Control	LS	1	\$_____	\$_____
1.05	805, SP	Erosion And Sediment Control Allowance	LS	1	\$_____	\$_____
1.06	330, 1010, SP	Pulverize Road Surface (100mm)	m <sup>2</sup>	11,700	\$_____	\$_____
<b>TOTAL SECTION NO. 1:</b> (excluding HST)						\$_____

<b>SECTION NO. 2 – Road and Surface Works</b>						
<b>ITEM NO.</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
2.01	314, 501, 1010, SP	Gran 'A' - 100mm Roadway Restoration	m <sup>2</sup>	11,700	\$_____	\$_____
2.02	304, 501, 1006, SP	Double Surface Treatment	m <sup>2</sup>	11,700	\$_____	\$_____
2.03	310, 510, 1003, 1150, SP	Re/Re - HL3F Asphalt - 50mm Driveways	m <sup>2</sup>	175	\$_____	\$_____



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<b>SECTION NO. 2 – Road and Surface Works</b>						
<b>ITEM NO.</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
2.04	314, 501, 1010, SP	Gran 'A'- 100mm Driveway	m <sup>2</sup>	300	\$_____	\$_____
2.05	314, 501, 1010, SP	Gran 'A' – 100mm Field Entrances	m <sup>2</sup>	80	\$_____	\$_____
<b>TOTAL SECTION NO. 2:</b> (excluding HST)						\$_____

## Atchison Road

<b>SECTION NO. 3 – Site Preparation, Removals and Erosion Control</b>						
<b>ITEM NO.</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
3.01	SP	Insurance And Bonding	LS	1	\$_____	\$_____
3.02	SP	Mobilization/ Demobilization	LS	1	\$_____	\$_____
3.03	SP	Layout	LS	1	\$_____	\$_____
3.04	706, SP	Traffic Control	LS	1	\$_____	\$_____
3.05	805, SP	Erosion And Sediment Control Allowance	LS	1	\$_____	\$_____
3.06	330, 1010, SP	Pulverize Road Surface (100mm)	m <sup>2</sup>	9,750	\$_____	\$_____
<b>TOTAL SECTION NO. 3:</b> (excluding HST)						\$_____



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**Resurfacing of Sixth Line, Atchison Road and Whitfield Road**  
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<b>SECTION NO. 4 – Road and Surface Works</b>						
<b>ITEM NO.</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
4.01	314, 501, 1010, SP	Gran 'A' - 100mm Roadway Restoration	m <sup>2</sup>	9,750	\$_____	\$_____
4.02	304, 501, 1006, SP	Double Surface Treatment	m <sup>2</sup>	9,750	\$_____	\$_____
4.03	310, 510, 1003, 1150, SP	Re/Re - HL3F Asphalt - 50mm Driveways	m <sup>2</sup>	75	\$_____	\$_____
4.04	310, 1010, SP	Gran 'A' - 100mm Driveway	m <sup>2</sup>	450	\$_____	\$_____
4.05	314, 501, SP	Gran 'A' – 100mm Field Entrances	m <sup>2</sup>	75	\$_____	\$_____
<b>TOTAL SECTION NO. 4:</b> (excluding HST)						\$_____

## Whitfield Road

<b>SECTION NO. 5 – Site Preparation, Removals and Erosion Control</b>						
<b>ITEM NO.</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
5.01	SP	Insurance And Bonding	LS	1	\$_____	\$_____
5.02	SP	Mobilization/ Demobilization	LS	1	\$_____	\$_____
5.03	SP	Layout	LS	1	\$_____	\$_____
5.04	706, SP	Traffic Control	LS	1	\$_____	\$_____
5.05	805, SP	Erosion And Sediment Control Allowance	LS	1	\$_____	\$_____
5.06	330, 1010, SP	Pulverize Road Surface (100mm)	m <sup>2</sup>	6,125	\$_____	\$_____
<b>TOTAL SECTION NO. 5:</b> (excluding HST)						\$_____



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<b>SECTION NO. 6 – Road and Surface Works</b>						
<b>ITEM NO.</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
6.01	314, 501, 1010, SP	Gran 'A' - 100mm Roadway Restoration	m <sup>2</sup>	6,125	\$_____	\$_____
6.02	304, 501, 1006, SP	Double Surface Treatment	m <sup>2</sup>	6,125	\$_____	\$_____
6.03	310, 510, 1003, 1150, SP	Re/Re - HL3F Asphalt - 50mm Driveways	m <sup>2</sup>	100	\$_____	\$_____
6.04	310,1010, SP	Gran 'A' - 100mm Driveway	m <sup>2</sup>	325	\$_____	\$_____
6.05	314, 501, SP	Gran 'A' – 100mm Field Entrances	m <sup>2</sup>	20	\$_____	\$_____
<b>TOTAL SECTION NO. 6:</b> (excluding HST)						\$_____



**TENDER NUMBER PW-01-2025**  
**Resurfacing of Sixth Line, Atchison Road and Whitfield Road**  
**The Corporation of the Township of Otonabee-South Monaghan**

**Provisional Items:**

The Owner reserves the right to include any or all of the provisional items when evaluating the pricing component of bids received.

Tender award will be made based upon the lowest compliant bidder for the Total Tendered Price including any provisional items that will be used during the construction process.

Once the lowest compliant bidder has been identified the Owner reserves the right to include or modify additional provisional items during construction.

SECTION NO. 7 – Provisional Items						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
7.01	401, 421, SP	300mm CSP Driveway Culverts (8.0m)	m	24	\$_____	\$_____
7.02	401, 421, SP	400mm CSP Driveway Culvert (8.0m)	m	24	\$_____	\$_____
7.03	304, 1006, 1103, SP	Fog Seal	m <sup>2</sup>	27,575	\$_____	\$_____
7.04	401, 421, SP	Culvert Extension (300mm, 400mm) (1m)	m	5	\$_____	\$_____
7.05	2503, SP	Base Stabilization	l	83,000	\$_____	\$_____
<b>TOTAL SECTION NO. 7:</b> (excluding HST)						\$_____



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**Resurfacing of Sixth Line, Atchison Road and Whitfield Road**  
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Tender Summary	
Sixth Line	
Total Section No. 1 – Site Preparation, Removals and Erosion Control	\$ _____
Total Section No. 2 – Road and Surface Works	\$ _____
<b>Sixth Line (Subtotal)</b>	\$ _____
Atchison Road	
Total Section No. 3 – Site Preparation, Removals and Erosion Control	\$ _____
Total Section No. 4 – Road and Surface Works	\$ _____
<b>Atchison Road (Subtotal)</b>	\$ _____
Whitfield Road	
Total Section No. 5 – Site Preparation, Removals and Erosion Control	\$ _____
Total Section No. 6 – Road and Surface Works	\$ _____
<b>Whitfield Road (Subtotal)</b>	\$ _____
Provisional	
Total Section No. 7 – Provisional	\$ _____
<b>Provisional (Subtotal)</b>	\$ _____



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<b>Subtotal</b>		\$ _____
<b>HST #</b> _____	<b>HST @ 13%</b>	\$ _____
<b>Total Tendered Price (basis of award)</b>		\$ _____

Company \_\_\_\_\_

HST#: \_\_\_\_\_

Signature \_\_\_\_\_



**TENDER NUMBER PW-01-2025**  
**Resurfacing of Sixth Line, Atchison Road and Whitfield Road**  
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**Additional Terms:**

The successful bidder may be retained for an additional two (2) years of road work should the performance of the successful bidder provide satisfactory work. Satisfactory work will be determined at the discretion of the contract administrator.

Any price adjustments shall be considered only upon receipt of a written request received a minimum of thirty days prior to the renewal date and shall include any supporting documentation for the proposed price adjustments. Such increase shall be subject to review and acceptance by the Township of Otonabee-South Monaghan. The contractors pricing shall remain firm for the first year of the contract.



**TENDER NUMBER PW-01-2025**  
**Resurfacing of Sixth Line, Atchison Road and Whitfield Road**  
**The Corporation of the Township of Otonabee-South Monaghan**

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**PART E - THE CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

hereinafter called THE CONTRACTOR

of the FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF OTONABEE-SOUTH MONAGHAN**

hereinafter called THE TOWNSHIP

of the SECOND PART

**WHEREAS** The Township did accept the tender of the Contractor for **Tender** \_\_\_\_\_  
Base line road resurfacing dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, for the application  
of surface treatment for the Township of Otonabee-South Monaghan according to the Form  
of Tender, General Terms and Conditions, Specifications, and Schedules hereinafter  
referred to.

***NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT:***

1. The Contractor covenants with the Township to do all work and furnish all material called for by this agreement in strict accordance with the Form of Tender, General Conditions, Specifications, Schedules and any other contract documents hereto attached.
2. In consideration of the faithful performance of this Agreement by the Contractor in strict accordance with the said General Conditions and Specifications and with the stipulations herein contained, but subject to certification by the Township, as hereinafter provided, The Township agrees to pay the Contractor for such performance at the rates set forth in the Form of Tender and attached hereto and made a part hereof, such payment to be made in accordance with the General Conditions and other Contract documents attached hereto, but subject always to the provisions respecting certification by the Township as hereinafter provided.
3. The following documents are made a part of this Agreement:
  - a) Form of Tender
  - b) Schedule 1 - Contractor's Experience Record
  - c) Schedule 2 - Schedule of Prices
  - d) Schedule 3 - Freedom of Information and Privacy Act
  - e) Schedule 4 – Receipt of Addenda
  - f) Part C – Specifications, Drawings
  - g) Part D – Schedule of Prices
  - h) Part E – The Contract



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**Resurfacing of Sixth Line, Atchison Road and Whitfield Road**  
**The Corporation of the Township of Otonabee-South Monaghan**

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- i) Appendix A – Surface Treatment Warranty
4. The Contractor shall begin the work on the date specified in Part A, Section “1” of the Information to Contractors and shall continue to carry out the work in an efficient, workmanlike manner as herein specified until the completion date of the Contract as specified in Part A, Section “1” of the Information to Bidders.

***IN WITNESS WHEREOF*** the Parties have hereunto affixed their Corporate Seals, attested to by the hands of their proper officers fully authorized in that behalf.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE TOWNSHIP OF OTONABEE-SOUTH MONAGHAN**

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Joe Taylor, Mayor

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Heather Scott, CAO

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CONTRACTOR



**TENDER NUMBER PW-01-2025**  
**Resurfacing of Sixth Line, Atchison Road and Whitfield Road**  
**The Corporation of the Township of Otonabee-South Monaghan**

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**Appendix A:**  
**Surface Treatment Warranty**



**TENDER NUMBER PW-01-2025**  
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**Warranty Repairs**

The Owner shall inform the Contractor in writing any time within the first 23 months of the Warranty Period of surface defects requiring repair.

In addition, a survey of surface defects shall be completed by the Owner at the end of 1 year and a second survey of surface defects a minimum of 45 Days prior to the end of the Warranty Period. The results of both surveys shall be sent to the Contractor.

The types of surface defects, their severity, their density or extent, and the exact dimensions of the warranty repairs shall be determined by the Owner and recorded according to the Performance Requirements in Table 1 and Table 2 below.

If the Owner determines that the surface defects pose a hazard to the travelling public at any time during the Warranty Period, the Contractor shall make the repairs in accordance with this specification within 14 Days of being notified. In all other cases, repairs shall be completed no later than 14 Days prior to the warranty expiration date.

Repairs shall be made according to Table 1 and Table 2 below.

The length of a repair shall be sufficient to eliminate all surficial defects as described.

Materials used in the repair area shall be consistent with those originally used on the Contract.

The use of alternate aggregates meeting the aggregate requirements of the Aggregates subsection may be used in the repair area with the approval of the Owner.

Repairs shall be to the approval of the Owner.

The completion of any warranty works to correct a defect shall reset the Warranty Period from the time of the acceptance of the warranty repairs by the Owner. The Warranty Period shall then run for a period of 24 months for any repaired works.

**Completion of Warranty Period:**

At the end of the Warranty Period, the work shall meet the provisions of the Performance Requirements subsection in order for the Contractor to be released from responsibility and ensure return of the performance bond or letter of credit or certified cheque.



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**Resurfacing of Sixth Line, Atchison Road and Whitfield Road**  
**The Corporation of the Township of Otonabee-South Monaghan**

**Table 1 – Single and Double Surface Treatment Joints Allowable Vertical Tolerance**

Surface Defect	Class 1 OPSS. MUNI 1006 (mm)	Class 2 OPSS. MUNI 1006 (mm)	Class 3 OPSS. MUNI 1006 (mm)	Class 4 OPSS. MUNI 1006 (mm)	Class 5 OPSS. MUNI 1006 (mm)	Class 6 OPSS. MUNI 1006 (mm)	Required Repair
Longitudinal Joint	>6	>10	>10	>4	>6	>10	Single Hot Mix Asphalt (HMA) applied by paver following by single surface treatment
Transverse Joint	>6	>10	>10	>4	>6	>10	Single Hot Mix Asphalt (HMA) applied by paver following by single surface treatment
Notes.	1. Depth and mix design meeting OPSS.MUNI 310 of HMA used in the repair area to be determined by the Contractor and shall be approved by the Owner						
	2. Vertical tolerance shall be measured using 3 m straight edge by the Owner or the Contract Administrator.						



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**Table 2 – Single and Double Surface Treatment Repair**

Surface Defect	Severity	Density or Extent per 100 m of lane Length	Required Repair
Loss of Cover Aggregate	Slight	Intermittent, frequent, or extensive.	No immediate action required. Surface to be regularly monitored.
	Moderate or Severe	Intermittent or frequent	Single surface treatment with top aggregate of the affected area.
	Moderate or Severe	Extensive (Note 1)	Double surface treatment of the affected area.
Flushing	Slight	Intermittent, frequent, or extensive	No action required.
	Moderate	Intermittent (Note 2) Frequent or Extensive (Note 1)	Single surface treatment with top aggregate of the affected area.
	Severe	Intermittent (Note 2) Frequent or Extensive (Note 1)	Remove and replace the surface treatment of the affected area.
Streaking	Slight	Intermittent, frequent, or extensive	No action required. Surface to be regularly monitored.
	Moderate	Intermittent (Note 2) Frequent or Extensive (Note 1)	Single surface treatment with top aggregate of the affected area.
	Severe	Intermittent (Note 2) Frequent or Extensive (Note 1)	Sand seal followed by double surface treatment of the affected area.

**Notes:**

1. Area of the repair or replacement shall not be less than one lane width x 50 m in length.
2. Area of the repair or replacement shall not be less than one lane width x 10 m in length. If there is less than 10 m between 2 sections in the lane designated for repair or replacement, the repair or replacement shall be continuous.

Descriptions of surface defects and severity are according to SP-021 (Manual for Condition Rating of Surface Treated Pavement)