



Contract 2026-01

HL-2 Asphalt Overlay of Charleville Road, HL-4 Asphalt Placement of Public Works Yard, and Asphalt Patching

Name of Tenderer (The Contractor)

Address of Tenderer, including Postal Code

Telephone Number

Fax Number

Email

Name and Position of Person Signing for Contractor

TENDER FOR: HL-2 Asphalt Overlay of Charleville Road, HL-4 Asphalt Placement of Public Works Yard, and Asphalt Patching

LOCATIONS:

Location A: Charleville Road – from County Road 26 northerly for 4000 meters

Location B: Public Works Yard – 5328 Algonquin Road

Location C: Hillbrook Road Culvert

Location D: Weir Road Culvert

TENDER CLOSING DATE: 3:00 pm, Wednesday, April 15, 2026

Tenders Received by:
Lindsey Veltkamp – Clerk
Corporation of the Township of Augusta
3560 County Rd 26,
Prescott, ON K0E 1T0

Lowest or any tender not necessarily accepted.



To: Mayor and Council of the Township of Augusta

Ladies and Gentlemen:

The Bidder has carefully examined the Plans, Provisions, Specifications and Conditions described herein as part of the work to be done under this Contract. The Bidder understands and accepts the said Plans, Provisions, Specifications and Conditions and, for the prices set forth in this Tender, hereby offers to furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the said Plans, Provisions, Specifications and Conditions.

The Bidder understands and accepts that the quantities shown are approximate only, and are subject to increase, decrease or deletion entirely if found not to be required. Part or whole of this Contract is contingent upon the budget approval of the Township of Augusta.

Attached to this Tender is a certified cheque for the sum of:

Dollars \$ _____

which is equal or greater than the amount specified in the "Table of Contractor's Tender Minimum Deposit Required, as provided in this tender document, and made payable to the Township of Augusta. The cheque shall constitute a deposit which shall be forfeited to the Township if the successful Bidder fails to fulfil their obligation under the terms of this Contract.



SPECIAL PROVISIONS – GENERAL

1. Tender Closing

SEALED TENDERS clearly marked as to contents, will be received by the undersigned or is designated representative until **3:00 p.m., Wednesday, April 15, 2026**, at the Township of Augusta Administration Office. Bids received after closing time will not be considered.

Tenders shall be addressed to:

Lindsey Veltkamp – Clerk
Township of Augusta
3560 County Road 26
Prescott, ON K0E 1T0

Questions or concerns about the tender process or the work provisions should be directed at:

Jon Stadig
Manager of Public Works
Tel. No. (613) 925-4231 ext. 303
E-mail: jstadig@augusta.ca

2. Tender Submission

One copy of the **completed tender** shall be submitted on the forms provided. All information shall be shown in the spaces provided including the signature of the Bidder with their address and telephone number. Tender Forms must be properly signed and witnessed or signed and sealed if the bidder is a corporation. Any Tender Offer sent by fax will be disqualified.

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item clearly shown. Tenders which are incomplete, conditional, or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to the Township form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in the Special Provisions.

The contract documents shall consist of all pages of the Tender or Quotation documents issued by the Township, and the Contractor's submission. Do not remove any pages from the Township form(s).



3. Order of Precedence

Order of precedence shall be per *General Condition 2.02* with the exception that *General Condition 2.01.01 a)* is hereby replaced with the following:

2.01.01 a) The location of all mainline underground Utilities that may affect the Work shall be determined and arranged by the Contractor.

4. Clarification of Documents

Any clarification of the Township documents required by the Bidder prior to submission shall be requested in writing through the Township of Augusta. Any such clarifications so given shall not in any way alter the Township documents and the Contractor and Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents during the period prior to submissions. Alterations will be issued to Bidders as written addendum only. In the submission, the Bidder shall enclose all addendum that were considered when the submission was prepared.

5. Right to Accept or Reject Tenders

The Owner reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in its best interest to do so. No liability shall accrue to the Township for its decision in this regard.

Tenders which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address given in the submission shall constitute notice of acceptance of the tender.

6. Unacceptable Tenders

Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced Tender be considered. The Owner and the Engineer will be the sole judges of such matters, and should any Tender appear to be unbalanced, then it will be rejected by the Owner.



7. Tender Deposit

Total Amount of Contractor’s Tender Minimum Deposit Required

\$ 20,000.00 or less	\$ 1,000.00
\$ 20,000.01 to \$ 50,000.00	\$ 2,000.00
\$ 50,000.01 to \$ 100,000.00	\$ 5,000.00
\$ 100,000.01 to \$ 250,000.00	\$ 10,000.00
\$ 250,000.01 to \$ 500,000.00	\$ 25,000.00
\$ 500,000.01 to \$1,000,000.00	\$ 50,000.00
\$1,000,000.01 to \$2,000,000.00	\$ 100,000.00
\$2,000,000.01 and over	\$ 200,000.00

The Tender must be accompanied by a deposit, enclosed in the same envelope as the tender. The deposit shall be a certified cheque, or bid bond, made payable to the Township of Augusta, equal or greater than the amount shown in the following Table.

8. Tender Results

The names of the Bidders and total bid prices will be made available at the Public Opening.

9. Release of Tender Deposit

All Tender Deposits will be returned to the respective bidders within five days after the Tenders have been opened except those which the Owner elects to retain until the successful bidder has executed the Contract documents.

The Tender Deposit of the successful bidder will be returned when he has fully complied with the conditions outlined in the Tender Documents and has completed at least 25% of the work under the Contract.

10. Holdback

Holdback is accrued at the rate of 10%, on all work performed after the date of the application for payment at Substantial Performance.

Upon the passing of 45 days, the contractor supplies Augusta Township with a Statutory Declaration that all bills and sub-contractors are paid.



11. Layout

General Conditions 3.05 – Layout is hereby deleted and replaced with the following:

Layout will be the responsibility of the Contractor.

12. Clarification of Work

Where the Contractor requests clarification on items provided herein to complete the work, the Contractor and the designated Township Representative(s) will agree upon the work required and a written Clarification Document will be agreed upon and signed by both the Contractor and the Township prior to the work being completed.

13. Progress of the Work and Time of Completion

Time shall be of the essence in this contract.

The Contractor shall diligently prosecute their work on this Contract to completion on, or before, the

18th day of September 2026

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

Working time shall be charged until the date of acceptance of the work by the Township at which time all work required in the Contract, including all final clean-up and trimming, shall be completed.

An extension of time may be granted, in writing, by the Engineer in the event of the work being delayed beyond the prescribed time for completion. Such extensions shall be for such time as the Engineer may prescribe, and the Engineer shall fix the terms on which the said extension may be granted. An application for an extension of time shall be made, in writing, by the Contractor to the Township at least fifteen (15) days prior to the date of completion fixed by the Contract as per GC 3.06. The date of expiry of all bonds or other surety furnished to the Township by the Contractor shall be extended at the expense of the Contractor to at least two (2) months beyond the extended date of completion, and the Contractor shall furnish the Township with evidence of such extension of the bond or other surety.



Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Township 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 or authority is given to the Township or the Engineer or any person to take any action consequent upon the act, default, neglect, delay, breach, 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 happenings after the time so limited in case of the Contractor being permitted to proceed with the execution of the work under time granted by the Township. In the event of the Township granting an extension of time, time shall continue to be deemed of the essence of this Contract.

Once the Contractor has commenced the project, he shall not leave the project for any period of time under any circumstances. If the Contractor elects to do so, there will be liquidated damages applied to the Contract under section 27 Liquidated Damages for everyday away from the project that isn't approved. The Contractor must provide a written absence request from the project with a specific timeline to the Township for approval.

14. Changes in the Work

General Condition 3.10.01 stipulates that the Owner or Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with the Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.

In addition to the above *General Condition 3.10.01* the Township of Augusta requires that the amendment to the contract or item(s) of contract will be in the form of a Change Order or Change Directive and will be signed in agreement by the Contractor and the Contract Administrator prior to proceeding with the work.

15. Insurance

The Contractor must provide to the Township, a copy of a "Certificate of Liability Insurance" prior to commencement of the work as per *General Conditions 6.03.01*.

16. Execute Contracts

Unless otherwise specified in these documents, this tender constitutes an irrevocable offer to provide the goods and/or service described herein for a period of 60 days from the closing date of the receipt of tender. After this time, the Tender may only be accepted with the consent of the successful bidder.

17. Ability and Experience of Bidder

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

18. Governmental Requirements

The Contractor shall obey all Federal, Provincial and Municipal laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.

19. Definition of Owner and Engineer

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

Wherever the word “Engineer” or “Contract Administrator” appears in this Contract, it shall be deemed to mean the “Public Works Manager of the Township of Augusta, or their designate”.

20. Health and Safety

The Township of Augusta is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents, and others on our premises.

The Contractor shall be the “Constructor” under the provisions of the Occupational Health and Safety Act.

Accordingly, all Contractors shall comply with General Condition 7.01 and the following:

- a. Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation, and with the Township of Augusta.
- b. Submit their Workplace Safety Insurance Board number.
- c. Include health and safety provisions in their management systems to reach and maintain a consistently high level of health and safety.
- d. Prior to commencement of work the Contractor will notify the Owner of all products controlled under the Workplace Hazardous Materials Information System (WHMIS) as per *General Condition 7.01.09* and ensure that workers in their employ are aware of hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.
- e. Provide a copy of the applicable WSIB Certificate of Clearance before starting a project, and upon completion as stipulated in *General Condition 6.05*.
- f. Provide upon request a copy of your Company Health and Safety Policy as noted in *General Condition 7.01.08*.

g. Upon request at any time from the awarding to the completion of the contract, submit proof of fulfillment of the above noted responsibilities.

21. Working Area

Working Area Conditions will comply with GC 7.03 with the addition of the following:

Where no specific requirements for erosion and sedimentation control are defined in the contract, the Contractor shall take all necessary precautions to ensure that no deleterious materials enter any ditch, stream, pond, lake, or other water body because of the work on this contract.

The Contractor shall provide and maintain a portable toilet for the term of the contract.

22. Road to Remain Open to Traffic

The Contractor is advised that per *General Condition 7.07*, Township Road(s), on which the work under this Contract is located, shall always remain open to normal highway traffic during the execution of the work. The Contractor shall plan and carry out their operations in such a manner that this normal traffic is not unduly disrupted.

No detouring of traffic will be permitted without the written permission of the Contract Administrator in advance. Traffic may be reduced to a single lane during daylight hours with the use of traffic control persons and appropriate temporary signing, but the road must be re-opened for regular two-way traffic at the end of each workday.

23. Other Contractors Within or Adjacent to the Limits of the Contract

The Contractor is advised that as other work may be in progress within and adjacent to the limits of this Contract. He shall coordinate with other Contractors and Utility Companies, and they shall be allowed free access to their work at all possible times as per *General Condition 7.14*

24. Estimated Quantities

General Conditions of the Contract, GC 8.01.02, Variations in Tender Quantities, shall be deleted and replaced by the following:

“The estimated quantities set forth in the Tender are approximate only, and the basis of payment under this Contract will be the actual amount of work done and materials supplied.”

25. Taxes

Federal Goods and Services Tax are applicable to all payments made under this Contract. The Contractor shall provide the Contract Administrator with their H.S.T. registration number which will be shown on all payment certificates issued by him. The Contract Administrator will add the 13% H.S.T. to all payments made under the Contract. Accordingly, the Contractor will not make any provision for H.S.T. in the prices tendered under this Contract.

26. Certification and Payment

Certification and Payment of the Contract shall be per *General Conditions GC 8.02.03 with the exception that GC 8.02.03.02 and 8.02.03.03 are hereby deleted.*

27. Liquidated Damages – GC 8.02.09

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the prescribed time as set forth in the Special Provisions, damage will be sustained by the Township and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Township will sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the Township the sum of

One Thousand Dollars (\$1,000.00)

per day for liquidated damages for each calendar days delay in finishing the work more than the time limit prescribed and it is agreed that this amount is an estimate of the actual damage to the Township which will accrue during the period in excess of the prescribed number of working days.

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

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any foreign state, fire, flood, epidemics, quarantine restrictions, embargoes, or delay of sub-contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the General Conditions, the completion date shall be adjusted as determined by the Engineer.

28. Integrated Accessibility Standards Regulation (IASR)

The successful proponent must comply with all accessibility standards pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, Regulation 191/11. (The Act), the Contractor shall ensure that all their employees, agents, volunteers, or others who will be involved in providing service on behalf of the Township receive training about the provision of goods and services provided to people with disabilities.

The Contractor shall submit to the Township, if requested, documentations describing their accessible 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 Contractors expense, to amend their training policies, practices, and procedures, if the Township deems them not to be following the requirements of the Regulation.

The Contractor shall only assign those employees who have successfully completed training, in accordance with Section 5 of the Integrated Accessibility Standards (IASR), to provide services on behalf of the Township.

ITEMIZED BID:

In accordance with the first paragraph of this tender, the Bidder hereby offers to complete the work specified herein for the following unit prices:

LOCATION A: Charleville Road

ITEM NO.	SPEC NO.	DESCRIPTION OF ITEM	ESTIMATE QUANTITY	UNIT PRICE	TOTAL
A1	MUNI.310 S.P.	HL-2	800 tonnes	\$ _____ per tonne	\$ _____
A2	MUNI.1103	Tack Coat	26,000 m ²	\$ _____ per m ²	\$ _____

Location A Total: \$ _____

Location B: Public Works Yard

ITEM NO.	SPEC NO.	DESCRIPTION OF ITEM	ESTIMATE QUANTITY	UNIT PRICE	TOTAL
B1	MUNI.310 S.P.	Hot Mix HL-4	230 tonnes	\$ _____ per tonne	\$ _____

Location B Total: \$ _____

Location C: Hillbrook Road Culvert

ITEM NO.	SPEC NO.	DESCRIPTION OF ITEM	ESTIMATE QUANTITY	UNIT PRICE	TOTAL
C1	MUNI.310 S.P.	Hot Mix HL-3	60 tonnes	\$ _____ per tonne	\$ _____



Location C Total: \$ _____

Location D: Weir Road Culvert

ITEM NO.	SPEC NO.	DESCRIPTION OF ITEM	ESTIMATE QUANTITY	UNIT PRICE	TOTAL
D1	MUNI.310 S.P.	Hot Mix HL-3	60 tonnes	\$ _____ per tonne	\$ _____

Location D Total: \$ _____

TOTAL TENDERED PRICE (Section A, B, C, & D)

\$ _____

Dated at _____ this ____ day of _____, 2026

Company

Signature

Position



THE DELIVERABLES

The contracted services for this project include the rehabilitation of South Campbell Road and Lemon Point Lane. The total Contract so awarded shall be completed within sixty (60) working days after written notification to commence work has been issued by the Township's or an agreed upon start date has been determined. Once work commences, it must progress seamlessly without delays until completion. Any day when the Contractor is prevented from working due to inclement weather or any other circumstance deemed beyond the Contractor's control will not be counted as a working day. For the purposes of this contract, a working day is defined as any day that is not a Saturday, Sunday, or Statutory Holiday.

Failure to complete the requirements of this contract, including the permanent pavement marking, within the allocated number of working days, will require the contractor to pay to the Township \$1000.00 in liquidated damages per calendar day for each day the work remains incomplete beyond the allocated sixty (60) working days.

Location A – Charleville Road will be paved with a 12.5 mm lift of HL-2 hot mix asphalt; tack coat will be applied to existing asphalt before overlay. The project limits are from County Road 26 northerly for 4000 meters.

Location B – Public Works Yard will be paved with a 60 mm lift of HL-4 hot mix asphalt.

Location C – Hillbrook Road Culvert will be paved with a 50 mm lift of HL-3 hot mix asphalt. This project will be completed after Augusta Public Works changes existing culvert after August 1, 2026.

Location D – Weir Road Culvert will be paved with a 40 mm lift of HL-3 hot mix asphalt. This project will be completed after Augusta Public Works changes existing culvert after August 1, 2026.

The work performed under the term of this Contract shall be performed in accordance with the Tender Documents and the following specifications and provisions.

List of Application Standard Specifications

OPSS NO.	TITLE	DATE
MUNI.180	General Specification for The Management of Excess Materials	November 2016
MUNI.310	Construction Specification for Hot Mix Asphalt	November 2017
PROV.313	Construction Specification for Hot Mix Asphalt – End Result	November 2016
MUNI.501	Construction Specification for Compacting	November 2017
MUNI.706	Construction Specification for Traffic Control Signing	April 2018
MUNI.1101	Material Specification for Performance Graded Asphalt Cement	November 2016
MUNI.1103	Material Specification for Emulsified Asphalt	November 2016
MUNI.1150	Material Specification for Hot Mix Asphalt	November 2018

Work under these specifications shall include traffic protection and all labor and material to carry out this work on various Township roads throughout the Township.

The provisions of OPSS 706 shall apply except as amended or extended herein. All traffic control, procedures and devices shall be provided by the Contractor and conform to the requirements of the most recent version of “The Ministry of Transportation Ontario Traffic Manual (OTM) Book 7.

The cost of providing traffic control shall be borne by the Contractor and included in the unit prices in the form of tender.

The Contractor is responsible for the provision of the Control of Traffic for the duration of the contract including maintaining all portions of the road within the construction zone. Maintenance means: a) maintaining (including preventative maintenance and repairs) all portions of the road including shoulders in a good, safe, low risk condition, and b) keeping sideroads open and passable and c) keeping at least one (1) lane of traffic open for public use for the duration of the daily activity and d) fully reopening the road to traffic in both



directions without restrictions at the end of each days production. The Contractor agrees to be responsible and hold the Township harmless for any claims within the construction zone or directly resulting from the Contractor's maintenance of the construction zone

The Contractor shall conform to the following requirements:

- Storage of materials and equipment shall be confined to one side of the road only, be clearly defined and visible and stored so as not to interfere with visibility and / or turning movements;
- Maintain access to all streets, laneways, pathways, and driveways at all times;
- All roadway excavations to be done one (1) lane at a time including backfilling and paving the same working day unless specified otherwise by the Owner
- At the pre-construction meeting, the Contractor shall provide a copy of their Traffic Control Plan template and a Schedule of Implementation of Traffic Control Devices for various stages of the Contract as required.
- The Contractor shall provide all temporary pavement markings as required and directed by the Owner for traffic control during construction.

Maintenance of traffic control devices shall include, but not be limited to, all regulatory and construction signage, daily inspection of the devices to ensure that they are clean and properly maintained and in the desired alignment as set out in the Traffic Control Plan. Cleaning and realignment of devices shall be performed as required with all devices being in accordance with the requirements of the Ontario Traffic Manual Book 7 at all times

The Contractor shall notify Police, Fire, Ambulance, all school boards and any other relevant agencies upon which a disruption or restriction in the normal flow of traffic may affect the movement of their vehicles or their operation.

No separate measurement or payment will be made for any additional expense to the Contractor as a result of complying with the requirements and carrying out the work described above.

SPECIAL PROVISIONS – ITEMS

COMMON

SPECIAL PROVISIONS

Amendment to OPSS.706, November 2010

706.10 Basis of Payment

Subsection 706.10.01 is deleted in its entirety and amended with the following:



There will be no additional payment for traffic control.

Amendment to OPSS.710, November 2010

706.10 Basis of Payment

Subsection 710.10.01 is deleted in its entirety and amended with the following:

There will be no additional payment for temporary or short-term pavement markings.

HL-2, HL-3 and HL-4 ASPHALT - ITEMS A1, B1, C1 & D1

Note: The Percent of Asphalt Cement (AC) Content for HL-3 and HL-4 shall have by mass minimum of 5.0% and for HL-2 shall have by mass minimum of 6.0%.

SPECIAL PROVISIONS

310.10 BASIS OF PAYMENT

Section 310.10 is amended by the addition of the following:

310.10.04 Payment Adjustment for Changes in the MTO Performance Graded Asphalt Cement Price Index

Payment to the Contractor shall be adjusted based on changes to the MTO PGAC price index. The MTO PGAC price index shall be published monthly in the Contract Bulletin. The MTO PGAC price index shall be used to calculate the amount of the payment adjustment per tonne of new asphalt cement accepted into the Work.

The MTO PGAC price index is based on the price, excluding taxes, f.o.b. (free on board) the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One MTO PGAC price index shall be used to establish and calculate the payment adjustment for all grades. The MTO PGAC price index is published on the last day of the month and shall be applied to the hot mix asphalt placed in the same month.

A payment adjustment per tonne of new asphalt cement shall be established for each month in which paving occurs when the MTO PGAC price index for the month differs by more than 10% from the MTO PGAC price index for the month prior to tender opening. When the MTO PGAC price index differential is less than 10%, there shall be no payment adjustment established for that month. Payment adjustments due to changes in the MTO PGAC price index are independent of any other payment adjustments made to the hot mix asphalt tender items.

The payment adjustment per tonne shall apply to the quantity of new asphalt cement in the hot mix asphalt accepted into the Work during the month for which the payment adjustment is established. A payment adjustment for paving work done after the approved time for completion of the Contract has expired, including the expiration of any extensions

of time that have been granted, shall be the lesser of the MTO PGAC price index in the last month of the Contract or the month in which the paving is completed.

The payment adjustment for the month shall be calculated from one of the following formulas:

- a) When I_p is greater than $1.10 I_{TO}$, the payment adjustment per tonne of asphalt cement shall be $(I_p - 1.10 I_{TO})$ and the Contractor shall receive additional compensation of:

$$PA = (I_p - 1.10 I_{TO}) \times \text{quantity of new asphalt cement in tonnes}$$

- b) When I_p is less than $.90 I_{TO}$, the payment adjustment per tonne of asphalt cement is $(.90 I_{TO} - I_p)$ and the Owner receives a rebate of:

$$PA = (.90 I_{TO} - I_p) \times \text{quantity of new asphalt cement in tonnes}$$

Where:

PA = payment adjustment for new asphalt cement, in dollars

I_{TO} = MTO PGAC price index published for the month prior to Tender opening

I_p = MTO PGAC price index published for the month in which paving occurs

The quantity of new asphalt cement includes all grades of asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity shall be calculated using the hot mix quantity accepted into the Work and its corresponding asphalt cement content as required by the job mix formula except for mixes that contain reclaimed asphalt pavement (RAP).

For mixes that contain RAP, the quantity of new asphalt cement shall be determined from the difference between the asphalt cement content required by the job mix formula and the asphalt cement content of the RAP incorporated into the hot mix, as calculated by the Owner.

For mixes containing a liquid anti-stripping additive, the quantity of anti-stripping additives shall be deducted from the quantity of new asphalt cement. No other deductions shall be made for any other additives.

For progress payment purposes, payment adjustments shall be made on the monthly progress payment certificate for the months in which hot mix paving occurs.

Amendment to OPSS 1103, November 2016

1103.05.01 Materials

Subsection 1103.05.01 is amended with the addition of the following:

Performance Graded Asphalt Cement shall be PGAC 58-28

1103.08.03 Sampling

Subsection 1103.08.03 is amended with the addition of the following:

Representative samples of materials being delivered may be taken at the discretion of the Contract Administrator.

Amendment to OPSS 1150, November 2010

1150.04.01.02.02 Mix Design Method

Subsection 1150.04.01.02.02 is amended with the addition of the following:

Mix designs shall be completed by an appropriately certified third-party lab. Mix designs prepared by the Contractor shall not be accepted.

Locations and Rehabilitation Summary

Charleville Road (Location A)

ITEM	WIDTH	DEPTH	LENGTH
HL-2	6.5 m	12.5 mm	4000 m

Public Works Yard (Location B)

ITEM	WIDTH	DEPTH	LENGTH
HL-4	Various	60 mm	Various

Hillbrook Road Culvert (Location C)

ITEM	WIDTH	DEPTH	LENGTH
HL-3	6.0 m	50 mm	60 m

Weir Road Culvert (Location D)

ITEM	WIDTH	DEPTH	LENGTH
HL-3	6.6 m	40 mm	60 m



PRE-CONDITIONS OF AWARD

HL-2 Asphalt Overlay of Charleville Road, HL-4 Asphalt Placement of Public Works Yard, and Asphalt Patching

TERMS OF SERVICE AGREEMENT BETWEEN:

The **“Township of Augusta”**

(Hereinafter referred to as the **“Township”**)

and

(Hereinafter referred to as the **“Contractor”**)

This agreement is for _____ (Contractor) to supply and place HL-2 Asphalt Overlay of Charleville Road, HL-4 Asphalt Placement of Public Works Yard, and Asphalt Patching for the Tender amount of \$ _____ plus applicable taxes. All work will be performed in accordance with the Contract No. 2026-01 Standard Specification (OPSS) and Special Provisions, attached.

Signed at Maynard this _____ day of _____, 2026.

Township of Augusta:

NAME & POSITION

SIGNATURE

NAME & POSITION

SIGNATURE

Contractor: _____

NAME & POSITION

SIGNATURE