

MUNICIPALITY OF SOUTHWEST MIDDLESEX

PUBLIC WORKS DEPARTMENT

SM-002-26



MICRO SURFACING

Municipality of Southwest Middlesex
153 McKellar Street
Glencoe, ON
N0L 1M0

1.0 INFORMATION TO TENDERERS

1.1 THE WORK

The work shall include the supply of all labour, equipment and materials to place Micro Surfacing Type 2, according to OPSS 336, to various locations as shown on Schedule A throughout the Municipality of Southwest Middlesex.

The Contractor will also be responsible for supplying and placing all traffic control and temporary signage.

1.2 DELIVERY AND OPENING OF TENDERS

Sealed Tender enclosed in an envelope will be received by the Manager of Public Works of the Municipality of Southwest Middlesex until **10:00 a.m. on Tuesday, February 24, 2026**.

Tenders will be opened at **10:00 a.m. on Tuesday, February 24, 2026**, in the Municipal office.

Late Tenders will not be accepted.

1.3 TENDER FORM

All Tenders must be with the "Tender Form" contained herein.

1.4 RIGHT TO ACCEPT OR REJECT TENDERS

The Municipality of Southwest Middlesex reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the Municipality of Southwest Middlesex.

1.5 TENDER REQUIREMENTS

Tenders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- (a) All Tenders must be upon the "Tender Form" contained herein and be in the possession of the Director or his/her duly authorized representative on or before the tender closing date and time. **BIDS RECEIVED AFTER CLOSING TIME WILL NOT BE CONSIDERED.**
- (b) The Tender must be legible, written in ink or typewritten and **ALL ITEMS MUST BE BID**, where stipulated, with the unit price for every item and other entries clearly shown.
- (c) Alternative proposals will not be considered unless requested in the tender documents.
- (d) The bid must not be qualified by any statement added to the Tender Form or a covering letter, or alterations to the Tender Forms, unless requested by the Municipality.
- (e) Adjustments by telephone, telegram or letter to a Tender already submitted will not be considered. A bidder desiring to make adjustments to a Tender must supersede it with a later Tender submission.
- (f) The Tender Form must be signed in the spaces(s) provided with the signature of the

bidder or of a duly authorized official of the organization bidding. If a joint bid is submitted, it must be signed on behalf of each of the bidders and if the signing authority for both bidders is vested in one individual he/she shall sign separately on behalf of each bidder. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.

- (g) Tenders which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared improper and may be rejected. Tenders must be legible, written in ink, or by typewriter. Tenders written in pencil will not be considered. Any erasures or corrections to a Tender must be initialled or noted by the Bidder or the Tender may be deemed as improper and may not be considered.
- (h) The Tender shall be accompanied by a Tender Form, a Schedule of Unit Prices, Experience List and a Tender deposit in the form of a certified cheque or bank draft made payable to the Municipality of Southwest Middlesex in the amount specified. THESE MUST BE ENCLOSED IN THE SAME ENVELOPE AS THE TENDER.
- (i) Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interest of the Municipality may be rejected.
- (j) Wherever in the Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern, and the amount and the total Tender Price shall be corrected accordingly.
- (k) All prices tendered shall include the Harmonized Sale Tax (HST).

1.6 TENDERERS TO INVESTIGATE

The Contractor warrants by his tender that he has visited the site and made his own assessment of sites and difficulties to be encountered.

1.7 TENDER DEPOSIT

Each Tender shall be accompanied by a Tender Deposit in the form of a certified cheque or bank draft made payable to the Municipality of Southwest Middlesex in the amount of 10% of the total value of tender price quoted.

A Bid Bond will not be accepted in lieu of a certified cheque.

The Tender Deposit cheques of all but the two lowest Tenderers will be returned within thirty (30) days after the date of opening tenders. The Tender Deposit of the two lowest Tenderers will be retained for sixty (60) days or until a tender has been accepted and other documents required herein have been accepted by the Municipality and a Contract executed by the Municipality and the Successful Tenderer.

The Tender Deposit of the Tenderer to whom the Contract is awarded shall be forfeited by him/her should he/she fail to execute a Contract and provide the satisfactory documents as required within ten (10) days after receiving written notice from the Municipality that he/she is awarded the Contract.

1.8 DEFINITION OF AUTHORITY

All work shall be done in strict compliance with the requirements as set out in this Contract. In the event of any disputes, the Municipality shall have the final say in all such matters. The Municipality shall have the right to reject any material or equipment proposed for use by the Contractor.

1.9 FUEL AND SALES TAXES

The Contractor shall pay all taxes under existing legislation on all fuels and materials used by him/her in the performance of the Contract. The Contractor undertakes not to make any claim for refund of taxes paid by him/her or any Subcontractor and acknowledges that no refund of tax shall be granted to him/her or to any subcontractor on any fuel and materials used for any purpose whatsoever in the performance of the contract unless such refund is specifically authorized under existing legislation.

1.10 LIABILITY INSURANCE

The Contractor shall take out and keep in force until the date of final acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least \$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 and such policy shall name the "**Municipality of Southwest Middlesex**" as an additional insured there under and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality 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/her servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

1.11 WORKPLACE SAFETY & INSURANCE

The Contractor shall furnish the Municipality with evidence from the Workplace Safety & Insurance Board (formerly WCB) stating that all dues and assessments payable under the Workplace Safety & Insurance Act with respect to his/her employees or operations have been complied with.

1.12 HEALTH AND SAFETY RESPONSIBILITIES

Contractors must be aware that they have a responsibility to comply with the Occupational Health and Safety Act, and any other applicable safety legislation.

Prior to commencement to work, the Contractor is required to submit a copy of the Contractor's Health and Safety Policy.

1.13 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

A provision of this Regulation is that all municipalities and their suppliers and contractors will comply with the requirements of the regulation. In order to comply, all suppliers and contractors with more than 20 employees must have provided training in accordance with the regulation to all its employees and must be able to provide proof that training has occurred. By signing the Form of Tender you certify that your firm is compliant and you are able to provide proof of training if asked.

1.14 INDEMNITY

The successful bidder shall indemnify and hold the Municipality harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

1.15 CONTRACT

The party to whom the Contract is awarded will be required to execute the Agreement contained herein in duplicate and to furnish all insurance policies referred to herein, within ten (10) days after mailing of written notice by the Owner to him/her at his/her business address stated in his/her Tender, of the award of the Contract to him/her. Should the said party fail to execute this Contract within the time stipulated above, the deposit accompanying his/her Tender shall be forfeited to the Municipality.

1.16 RIGHTS OF THE MUNICIPALITY

The Municipality of Southwest Middlesex is not liable for any costs incurred by the Contractor in the preparation of their response to the Tender. Furthermore, the Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Municipality of any bid or by reason of any delay in the award of the contract.

The Municipality of Southwest Middlesex reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Tender.

The Municipality of Southwest Middlesex reserves the right to modify any and all requirements stated in the Tender at any time prior to the possible awarding of a contract.

The Municipality of Southwest Middlesex reserves the right to cancel this Tender at any time, without penalty or cost to the Municipality. This Tender should not be considered a commitment by the Municipality to enter into any contract.

The Municipality of Southwest Middlesex reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Municipality reserves the right to begin negotiations with the next selected Proponent.

Should the Municipality receive only one (1) Tender on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the bidder.

This Tender is subject to Council and budget approval and may be withdrawn at any time at the discretion of the Municipality of Southwest Middlesex. In the event this Tender is withdrawn, all deposits will be returned to the bidders.

1.17 LOCATIONS

Locations are provided on the attached maps (Schedule A). It shall be noted that the roads identified for this contract are subject to approval and therefore the Municipality reserves the right to add, delete or modify them.

1.18 SITE VISIT

Bidders are to examine the site and make all measurements and satisfy themselves of all site conditions prior to submitting a Tender.

Staff from the Municipality of Southwest Middlesex shall assume no responsibility whatsoever in providing site measurements or details on site conditions. The Bidder is not to claim at any time after the submission of bid that there was any misunderstanding of the terms and conditions of the Contract relating to the site conditions.

1.19 INQUIRIES

All inquiries regarding this Tender shall be directed, in writing, via fax, or by email to the attention of the Manager of Public Works, Mauro Castrilli, C.E.T., mcastrilli@southwestmiddlesex.ca.

Any inquiries will be responded to in writing. Any clarification shall not alter the Tender. Oral arrangements or discussions are not binding and cannot be relied upon.

Any questions to interpretation of Specifications or the bid process shall be addressed to the Manager of Public Works, in writing, in ample time before the deadline for submissions. No inquiries, if received after 12:00 p.m., on Thursday, February 19, 2026, will be given any consideration.

1.20 UNIT PRICES

Unit price shall include labour, material, overhead and profit and other relative charges, but shall be exclusive of H.S.T.

2.0 **TENDER FORM**

TO: THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

THIS TENDER IS SUBMITTED BY: _____
Company Name (Here After referred to as "The Contractor")

Address _____

Email Address _____

Telephone Number _____ Fax Number _____

Contact Person (Please Print) _____

The Undersigned Agrees to the following:

- 2.1 To execute the Agreement (Section 3.0) in duplicate and to furnish to the Municipality, the required certified copy of the Insurance Policy and Clearance Certificate from Workplace Safety & Insurance Board within ten (10) days not including Sunday or a legal holiday from the date of mailing of the Notice of Acceptance of this Tender by the Municipality to the address stated above.
- 2.2 That, should this Tender be accepted by the Municipality of Southwest Middlesex, the deposit accompanying this Tender will be forfeited to the Municipality should the Contract not be executed as stated in (2.1) above.
- 2.3 That, this offer is to continue open to acceptance until the Contract is executed by the successful bidder or for a period of Forty-five (45) days commencing from the Date of Closing of tenders, whichever event first occurs and that the Municipality may, at any time within that period accept this Tender whether any other Tender has been previously accepted or not.
- 2.4 That, this tender is made by the Tenderer without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a tender for the same work and is in all respects fair and without collusion or fraud.
- 2.5 That, the Municipality of Southwest Middlesex may reject any or all Tenders without explanation.
- 2.6 That, the work will be completed within the number of Working Days allotted.
- 2.7 That, failure by the Contractor to complete the entire work within said number of working days or the extended working days allowed by the Municipality will give the Municipality the right to collect liquidated damages as spelled out in Section 4, Subsection 4.12 from the Contractor for each day hereafter until the work is completed as specified. Said liquidated damages are not a penalty, but are the agreed damages which the Municipality would suffer if the work were incomplete at the end of the time proposed in this Statement, with allowed extensions of time, if any.
- 2.8 That, if this Tender is withdrawn by the undersigned before the Contract is executed by the successful bidder or for a period of Forty-five (45) days commencing on the Date of Closing of Tenders, whichever event first occurs, the amount of deposit accompanying this Tender shall be forfeited to the Municipality.
- 2.9 Eligible Expenditures & Timing: Only activities and costs that fall within PPRP eligible expenditure categories and are incurred between April 1, 2026 and March 31, 2027 will be claimed under the program.

3.0 The Contractor shall provide detailed invoices and records suitable for Ministry audit (e.g., materials, quantities, locations, dates).

3.1 That, this tender is made up as per the following Schedule of Unit Prices.

SCHEDULE OF UNIT PRICES

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total
1.	Supply all labour, equipment and materials to place single-layer Micro Surfacing Type 2 on the roads indicated in this Tender to the specifications outlined in O.P.S.S. 336.	Square Metre	11250		
		SUB-TOTAL			
		H.S.T. 13%			
		TOTAL TENDER			

REPEAT TOTAL TENDER PRICE IN WRITING

_____ DOLLARS.

I/WE (the Contractor) hereby agree to complete this Contract in accordance with the terms contained herein.

DATED at _____ this _____ day of _____, 20_____.

Signature of Authorized Person

Witness

Authorized Person (in Block Letters)

Position

Company Seal

LIST OF SUBCONTRACTORS

The Tenderer shall list hereunder the names of all Subcontractors, as applicable, who he/she proposes to use:

SUBCONTRACTOR	ADDRESS	TRADE	APPROXIMATE VALUE OF SUBLET WORK

It is understood by the Tenderer that the above list of Subcontractors is complete and that no additions to this list will be permitted after Closing Date of Tenders, without the written approval of the Municipality.

EXPERIENCE

The following is a list of projects similar in type and scope to this Work, which have been successfully completed by the Contractor:

LOCATION	OWNER	PHONE	DESCRIPTION	COMPLETION DATE

3.0 **AGREEMENT**

THIS AGREEMENT made in duplicate this _____ day of _____ 20__.

hereinafter called the "Municipality"

OF THE FIRST PART

- and –

hereinafter called the "Contractor"

OF THE SECOND PART

WITNESSETH, that the party of the second part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Manager of Public Works, to do all the work as described hereafter, furnish all the materials, except as herein otherwise specified, and to complete such works in strict accordance with the Tender therefore, which are identified and acknowledged in the Information to Tenderers, Tender Form, and Special Provisions of the Tender all of which are to be read herewith and form part of this present Agreement.

IN CONSIDERATION WHEREOF, said party of the first part agrees to pay to the Contractor for all work done, the unit prices on the Tender.

This Agreement shall ensure to the benefit of and the binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have signed their names on the above date.

Signature of Contractor

Company Name

MUNICIPALITY OF SOUTHWEST MIDDLESEX

Mayor

Clerk

4.0 **SPECIAL PROVISIONS**

4.1 **REGULATIONS**

The Contractor shall abide by all acts, by-laws and regulations relative to the performance of the work.

4.2 **WORK COMPLETION SCHEDULE**

The total Contract so awarded shall be completed within the specified timeframe after written notification to commence work has been issued by the Municipality of Southwest Middlesex.

Tentative Start Date: June 1, 2026

Tentative Finish Date: September 4, 2026

4.3 **WORKING DAY**

Hours to be worked will be set by the Municipality. Irregular or night working hours will be required to perform this work with no extra cost to the Municipality or change in unit price bid.

4.4 **CONSTRUCTION SCHEDULE**

The Contractor shall before commencement of work, submit his/her proposed construction schedule to the Manager of Public Works for approval. This schedule will be based on a ten (10) hour workday and a five (5) day work week. Working Saturdays will be considered on an "as needed" basis and requests must be verbally conveyed to the Public Works Supervisor no later than 12:00 p.m. on the preceding Friday. There will be no work performed on Sundays in the Municipality of Southwest Middlesex unless it is of an emergency nature as determined by the Public Works Supervisor.

4.5 **MANAGER OF PUBLIC WORKS OR HIS/HER DESIGNATE**

Means the Manager of Public Works or such other person, partnership or municipality may be authorized by the Council to act on their behalf in any particular capacity.

4.6 **PAYMENT**

Payment at the Contract price shall be compensation in full for the supply of all labour and equipment necessary to complete the work to the satisfaction of the Manager of Public Works.

Monthly payments for work done may be paid up to 90% of the estimated value of the work performed, upon invoice. The remaining 10% will be paid 45 days after the date of completion in accordance with the Construction Lien Act, 1990.

The Proponent is not to act on verbal instruction from the Municipality on work they consider to be extra to their contract scope. Extra work can only be authorized by the Manager of Public Works and in a written format only. The written form must also include that this work is an extra to the contract scope and the method by which extra costs will be tabulated.

4.7 **QUALITY ASSURANCE TESTING**

The contractor will be responsible for engaging the services of a Geotechnical Consultant certified by Canadian Council of Independent Laboratories (CCIL), to provide one complete gradation test on aggregate as per OPSS 336, Table 4 for the materials being supplied by the contractor. The cost of providing the gradation test results on aggregate shall be included in the unit price.

The Director may arrange for field testing of materials placed on the Contract. The Contractor shall, at his/her own expense sufficiently make available materials for testing purposes. If tests show that any material does not meet the Contract requirements, the Contractor shall, at his/her own expense, do all work necessary to alter, replace, relay, re-compact or any other work such that the material meet

the contract requirements. The cost of all tests that show that the material fails to meet the contract requirements will be deducted from the contract payment certificate except where the Contractor has advised the Manager of Public Works in writing prior to the tests being ordered, that the material does not meet the stated requirements. The testing of materials or failure to test materials by the Municipality does not relieve the Contractor of his/her obligation to ensure that all materials are supplied and placed in accordance with the Contract requirements.

4.8 MUNICIPAL ROADS

During construction, if damage occurs to any roads due to construction, it will be the Contractor's responsibility to restore damaged roads to their original condition at the contractor's own expense. This includes haul routes.

4.9 DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Manager of Public Works, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed. The Contractor shall, on the direction of the Manager of Public Works, 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 and repair such damage to the satisfaction of the Manager of Public Works.

4.10 LOADING OF MOTOR VEHICLES

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.

4.11 DISPUTES

In cases of disputes as to whether or not the service quoted meets the conditions in the accepted tender or if two or more of the lowest bids are submitted with identical prices, the decision of the Manager of Public Works for the Municipality shall be final and binding on all parties.

4.12 LIQUIDATED DAMAGES

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 specified timeframe, a loss of damage will be sustained by the Municipality. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Municipality will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor shall pay to the Municipality, the sum of \$500.00 as Liquidated Damages for each and every calendar days delay in finishing the work in excess of the number of working days prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Municipality which will accrue during the period in excess of September 11, 2026.

4.13 MAINTENANCE OF TRAFFIC, ACCESS AND SIGN REQUIREMENTS

During the execution of this project one lane of traffic shall remain open at all times. The Contractor shall supply and maintain all necessary barricades, warning signs and flashing lights for the protection of the public and the work, including warning signs of construction operations maintained at both ends for the duration of the Contract. Also, the Contractor shall provide experienced traffic control persons for the purpose of controlling traffic. All of the above shall be in accordance with the current Ontario Traffic Manual (Book 7) Temporary Conditions.

If private accesses are temporarily unavailable, all efforts, including written notices must be circulated to the residents affected explaining the situation and procedures to keep them fully informed.

4.14 GARBAGE COLLECTION

The Contractor will be responsible for ensuring that garbage collection, including recyclables, is maintained and when necessary, the Contractor shall make arrangements directly with the Municipality to co-ordinate pick-up.

4.15 MATERIAL SPECIFICATIONS

The Ontario Provincial Standard Specifications (O.P.S.S.) Micro Surfacing shall apply and is part of this Contract and shall govern except as may be extended or amended by the General or Special Provisions.

4.16 PREPARATION OF THE SURFACE

All cleaning required to ensure proper application of all the resurfacing will be the Contractor's responsibility and these costs shall be included in his/her unit price.

Any depressions and large cracks shall be cleaned by directing a jet of compressed air into the cracks and depressions and shall be repaired by hand with a squeegee before applying Micro-surfacing. There will be no additional payment for this hand work.

4.17 RESTORATION

The Contractor shall repair all damage caused to adjacent property, public or private, such as sidewalks, roadways, grassed areas, trees and shrubs and any structures at his own expense before acceptance of the work by the Municipality.

4.18 STORAGE AREAS

It is the responsibility of the Contractor to arrange for a suitable, safe, and secure storage yard for his/her materials and equipment.

4.19 QUANTITIES

Unless otherwise specified in this Tender, quantities shown are approximate and furnished without liability on behalf of the Municipality. Quantities are supplied for the guidance of the bidders only and are not to be considered as minimum or maximum quantities.

4.20 CONTRACT CANCELLATION

The Municipality reserves the right to cancel the contract with two (2) days written notice.

SCHEDULE A

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NORTH ST

