



The Corporation of the Township of Melancthon
157101 Highway 10
Melancthon, Ontario L9V 2E6

TENDER
FOR
PULVERIZE, GRADE & PLACEMENT
OF HL4 HOT MIX ASPHALT

01-2026

TENDER BIDS - on forms as supplied by the Township of Melancthon, in sealed envelope clearly marked as to contents, will be received by the undersigned until 12:00 p.m. local time on Wednesday, July 8th, 2026 at the Township Office: 157101 Highway 10, Melancthon, Ontario L9V 2E6.

For further information, please contact

Craig Micks
Public Works Superintendent
Phone 519-925-5525 Ext.105
Fax 519-925-1110
E-mail: roads@melancthontownship.ca

DATE ISSUED: June 18th, 2026

PAGES: 10

1. BACKGROUND AND DEFINED TERMS

The Corporation of the Township of Melancthon is requesting Bids from interested parties wishing to participate in the one (1) project outlined under the scope of work, consisting of pulverize, grade and paving.

In this Request for Tender, the following terms have the meanings set out below:

“Bid” means a submission in response to this Request for Tender, including the completed Tender Form, all required supporting documentation, and the Tender Deposit.

“Bid Documents” means the following:

- The Request for Tender

“Bidder” means an individual, corporation, partnership, or other entity that submits, or intends to submit, a Bid.

“Closing Time” means 12:00 p.m. local time on Wednesday, July 8th, 2026, being the deadline for receipt of Bids.

“Contract” means the agreement to be entered into between the Township and the Successful Bidder for the performance of the Work, including the Contract Documents.

“Contract Administrator” means the Township’s designated representative responsible for administering this Request for Tender and the Contract, or their duly authorized delegate.

“Contract Documents” means the documents that will form part of the Contract, including the specifications, drawings, general conditions, and any other documents identified as forming part of the Contract.

“Contractor” means the Successful Bidder after execution of the Contract.

“Request for Tender” or “RFT” means this request for tender document, including all schedules, appendices, and any addenda issued by the Township.

“Successful Bidder” means the Bidder whose Bid has been accepted by the Township.

“Tender Deposit” means the certified cheque in the amount of 10% of the total Bid including HST, as required by section 16.

“Township” means The Corporation of the Township of Melancthon.

“Work” means the labour, materials, equipment, and services to be provided by the Contractor to pulverize, grade, and pave approximately a 2 km section of 7th Line SW from 077152 to 0.5 km south of 270 Sideroad, as described more particularly in the Bid Documents.

2. SITE VISIT / INSPECTION

The Township encourages potential Bidders to visit the area to confirm the conditions.

3. SCOPE OF WORK

The Contractor shall provide all equipment, labour, regulated safety mechanisms, and traffic control to complete the Work.

4. TENDER BID REQUIREMENTS

- a. The Tender Forms as supplied for this Tender must be used and will be received by the Contract Administrator or their duly authorized representative until the Closing Time. Bids received after the Closing Time will not be considered. Bids are to be placed in a sealed envelope clearly marked as to contents and physically dropped off at the Township Office located at: 157101 Highway 10, Melancthon, Ontario.
- b. The Bid must be legible and prepared in ink or by typewriter and ALL ITEMS MUST BE BID with the unit price for each item and other entries being fully clear. Any erasures or overwriting of prices must be initialed.
- c. The Bid must not be restricted by a statement added to the Tender Form, a covering letter, or alterations to the Tender Form provided by the Township.
- d. Adjustments by facsimile or letter to a Bid already submitted will not be considered. A Bidder desiring to make adjustments to a Bid must withdraw the Bid and supersede it with a later Bid submission. No adjustments to a Bid will be accepted after the Closing Time.
- e. Faxed or emailed Bids will not be accepted.
- f. All Bids shall be irrevocable after the Closing Time and are to remain open to acceptance for a period of ninety (90) days or until the RFT is cancelled or terminated by the Township or until a Contract is signed with the Successful Bidder, whichever comes first.
- g. All expenses involved with the preparation and submission of Bids to the Township, and the Bidder's participation in the RFT process, or any work performed in connection therewith, shall be borne solely by the Bidder. The Township shall not be liable for any such costs or expenses under any circumstances, including if the RFT is cancelled, a Bid is rejected, or a Contract is not awarded.
- h. All costs to complete the Work shall be included in the pricing submitted as part of the Bid. To the extent any adjustments to pricing are permitted, they shall be strictly governed by the terms of the Contract. No adjustments shall be made without the Township's prior written approval.
- i. The Contractor shall be responsible for preparing the asphalt mix designs in accordance with OPSS MUNI 310 and OPSS MUNI 1150.
- j. Appendix 310-B, November 2017 of OPSS MUNI 310 shall not apply to this contract. The Township of Melancthon will not be adjusting payment to the contractor based on the changes to the Ministry of Transportation's performance graded asphalt cement price index.

5. LIMITATION OF DAMAGES

By submitting a Bid, each Bidder waives any claim against the Township, its officers, employees, agents, advisers, and representatives for any loss of profits, loss of opportunity, overhead expenses, bid preparation costs, liabilities, costs, expenses, or any other loss or damage of any kind, whether direct, indirect, incidental, consequential, or special, incurred, sustained, or suffered by the Bidder prior or subsequent to, or by reason of, the acceptance or non-acceptance of any Bid, the rejection or disqualification of any Bid, any delay in the evaluation or award process, the cancellation or modification of the RFT, the award of a Contract to another Bidder, or any other matter arising out of or in connection with the RFT process. No Bidder shall have any claim for any compensation of any kind as a result of participating in this Bid process and by submitting a Bid each Bidder shall be deemed to have agreed it has no claim.

Notwithstanding the foregoing, if any court or tribunal of competent jurisdiction determines that this limitation of liability is unenforceable and the Township is found to be liable to a Bidder, the Township's total liability to that Bidder shall in no event exceed the Bidder's direct and substantiated bid preparation costs.

6. ERRORS AND OMISSIONS

It is understood, acknowledged and agreed that while this Request for Tender includes specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information in this request, the information is not guaranteed by the Township to be accurate, nor necessarily comprehensive or exhaustive. Nothing in the request is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Request for Tender. There will be no consideration of any claim, after submission of Tender, that there is a misunderstanding with respect to the conditions imposed by the contract.

7. INDEMNIFICATION

The Successful Bidder will, at all times, indemnify and save harmless the Township, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Successful Bidder or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Successful Bidder under this Request for Tender and subsequent Contract.

8. AWARD

The Township reserves the right, in its sole discretion, to:

- (a) accept or reject any Bid, in whole or in part, at any time;
- (b) waive formalities, errors, or irregularities in Bids, if in so doing the best interests of the Township will be served;
- (c) request written clarification or supplementary information from any Bidder, and take any such response into account in the evaluation of Bids;
- (d) allow a Bidder to correct its Bid within a period of time specified by the Township;
- (e) verify with any Bidder or with a third party any information set out in a Bid;
- (f) conduct reference checks or background investigations as it considers necessary;

- (g) disqualify any Bidder whose Bid contains misrepresentations or inaccurate or misleading information;
- (h) negotiate with the Successful Bidder;
- (i) split the award among one or more Bidders;
- (j) make changes to this RFT, provided that those changes are issued by way of addenda;
- (k) cancel this RFT at any stage and, if the Township deems appropriate, issue a new RFT for the same or similar work; and
- (l) not accept the lowest or any Bid;
- (m) accept a Bid which it deems most advantageous to itself;
- (n) disqualify or reject any Bid which contains qualifying conditions or supplementary materials that change the terms of this RFT.

The Township is not obligated to award a Contract to any Bidder pursuant to this RFT. No liability shall accrue to the Township for its decision in this regard, and the Township shall not be liable for any costs, expenses, or damages incurred by a Bidder resulting from the Township's exercise of any of its rights under this RFT. By submitting a Bid, each Bidder authorizes the collection of information by the Township for the purposes set out above.

9. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

In accordance with MFIPPA, this is to advise that any personal information Bidders provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All Tenders submitted become the property of the Township. Bidders are reminded to identify in their Tender material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Tenders are not to be identified as confidential. The information contained in this Tender document may be utilized by the Bidder solely for the purpose of preparing a Tender Bid for submission to the Township, and the Bidder shall treat such information as confidential and return it to the Township upon request. The Township does not authorize any other use of the information for any other purpose. Bidders must indicate clearly within their Tender information they consider to be confidential; however, Bidders acknowledge that the Township may be required to disclose such information pursuant to MFIPPA, court order, or other legal requirement. The Township may disclose Bids on a confidential basis to advisers retained by the Township to assist with the procurement. The Township is required to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended and once a Tender is accepted it does become public information and must be disclosed upon a request by any member of the public.

10. LAWS AND REGULATIONS

The Successful Bidder shall comply with the relevant federal, provincial, and municipal statutes, regulations and by-laws pertaining to the Work and its performance. The Successful Bidder shall be responsible for ensuring similar compliance by its suppliers and subcontractors (if applicable). The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

11. WORKPLACE SAFETY AND INSURANCE BOARD

Within 48 hours after Council approval of the Successful Bidder's Bid, and prior to signing the Contract, the Successful Bidder shall provide the Township with a copy of a current WSIB Clearance Certificate or Independent Operator Status unless self-employed. It is the Successful Bidder's responsibility to provide and maintain

current clearance certificates to the Township for the duration of the Work. (See Schedule "A" enclosed).

12. HEALTH AND SAFETY

All work performed under the Contract must be carried out in accordance with the terms and conditions of the Occupational Health and Safety Act and the Township of Melancthon Health & Safety Guidelines. (See Schedule "A"). The Contractor will supply all traffic protection devices and labour.

13. SMOKE FREE WORKPLACE

The *Smoke-Free Ontario Act* states that no smoking is permitted in enclosed workplaces and enclosed public places. At all Township locations smoking is also prohibited within a nine-metre radius surrounding any entrance or exit. Any person convicted of an offence under the *Smoke-Free Ontario Act* could be subject to a maximum fine of \$100,000.

14. SUB-CONTRACTORS

The Contractor shall not assign or subcontract the Contract or any part thereof or any benefit or interest therein or thereunder, without the prior written consent of the Township, which may be withheld or delayed. The Contractor shall be held fully responsible to the Township for the acts and omissions of its subcontractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

15. TENDER DEPOSIT

A certified cheque made payable to the Township in the amount of 10% of the total Bid including HST must be submitted with the Bid. The cheque of unsuccessful Bidders will be returned within 15 business days of the Closing Time. The cheque of the Successful Bidder will be retained until the Township's acceptance of the Work. Bids not accompanied by a certified cheque will not be considered. **Bid Bonds will not be accepted in place of a Certified Cheque.**

16. SCHEDULE OF ITEMS AND PRICES

Price shall be submitted in Canadian funds with the Harmonized Sales Taxes (H.S.T.) shown separately. Product delivery shall be FOB destination.

17. BONDING REQUIREMENTS

The Successful Bidder will be required to provide the following bonds on or before the execution of the Contract:

- (a) a performance bond for 50% of the Contract Price; and
- (b) a labour and material payment bond in the amount of 50% of the Contract Price.

The bonds shall be issued by a surety company licensed under the *Insurance Act*, RSO 1990, c. I.8, as amended, and approved by the Township. The bonds shall be maintained in good standing until the fulfilment of the Contract and shall otherwise comply with section 85.1 of the *Construction Act*, RSO 1990, c. C.30, as amended, and be in the form prescribed by the *Construction Act*, RSO 1990, c. C.30, as amended.

18. BUY ONTARIO REQUIREMENTS

Definitions

For the purposes of this Section 18, the following terms have the meanings set out in the Municipal Buy Ontario Procurement Directive (effective April 13, 2026):

- **"Ontario-Made Good"** means a good that is wholly manufactured or originating in Ontario, or in respect of which at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.
- **"Canadian-Made Good"** means a good that is wholly manufactured or originating in Canada, or in respect of which at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada, or that is labelled as "Made in Canada" or "Product of Canada."
- **"Ontario Service"** means a service wholly provided by individuals (natural persons) located in Ontario.
- **"Canadian Service"** means a service wholly provided by individuals (natural persons) located in Canada.

Domestic Supply Chain Plan — Mandatory Eligibility Requirement

Each Bidder shall submit, as part of its tender submission, a Domestic Supply Chain Plan that identifies the source of each major good and each service listed in Schedule "B" Major Goods and Services (the "Listed Items"). The Domestic Supply Chain Plan is a mandatory eligibility requirement; tenders that do not include a compliant Domestic Supply Chain Plan, or that do not meet or exceed the minimum domestic content threshold set out below, shall be deemed non-compliant and shall not be considered further.

Minimum Domestic Content Threshold

Bidders must commit in their Domestic Supply Chain Plan to meet or exceed a minimum of fifty-one percent (51%) Ontario and/or Canadian content (by estimated value of the total Work), unless otherwise approved by the Municipality. The Municipality has determined this proportion based on market research and the objective of maximizing the use of Ontario-Made Goods, Canadian-Made Goods, Ontario Services, and Canadian Services in the completion of the Work.

Contents of the Domestic Supply Chain Plan

The Domestic Supply Chain Plan shall identify, at a minimum:

- (a) in respect of each Listed Item, whether it is an Ontario-Made Good, Canadian-Made Good, Ontario Service, or Canadian Service, and the source (manufacturer or service provider and location) of each;
- (b) the aggregate percentage of Ontario content and the aggregate percentage of Canadian content (by estimated value);
- (c) a brief description of the methodology used to determine the percentages; and
- (d) any Listed Items for which non-Canadian content is proposed, together with a written explanation of why non-Canadian content is required due to availability, technical specifications, or supply limitations.

Having examined the Bid Documents as issued by the Township, I hereby offer to enter into a Contract to provide the following services requested for the stipulated price of:

**7TH LINE SW APPROXIMATELY 2 KM SECTION FROM
077152 TO 0.5 KM SOUTH OF 270 SIDEROAD**

ITEM # 1	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
Traffic control	N/A	N/A		\$
Pulverize & grade existing Granular	15,000	M ²		\$
Fine Grade for paving (Township to provide a gravel if needed)	N/A	N/A		\$
Supply and place 70mm of HL4 asphalt X 7 meters wide with a shuttle buggy for a length of approximately 2 kilometers on 7th Line SW from 077572 7th Line SW South	2600	Tonnes		\$
Cold plane tie ends at both ends of pavement	4	LS		\$
Supply, place and compact a minimum of 70mm appropriate A gravel to shoulders – 2kms on each side of 7 th Line SW - .70 metres wide	1200	Tonnes		\$
Sub Total				\$
13% HST:				\$
TOTAL COST:				\$

*****NOTE: THE LOCATES ARE TO BE LOOKED
AFTER BY CONTRACTOR*****

TENDER FORM

Project must be completed by no later than October 16th, 2026

SIGNED AND SUBMITTED for and on behalf of:

DATED THIS _____ DAY OF _____, 2026

COMPANY NAME: _____

ADDRESS: _____
Street

City Province Postal Code

TELEPHONE: _____ FAX: _____

EMAIL: _____

NAME AND TITLE _____
(PLEASE PRINT)

SIGNATURE: _____
(Print) (Sign)

WITNESS: _____
(Print) (Sign)

Return to: Craig Micks
Public Works Superintendent
Township of Melancthon
157101 Highway 10
Melancthon, ON L9V 2E6

SCHEDULE A – OCCUPATIONAL HEALTH & SAFETY

NOTICE TO ALL CONTRACTORS

CORPORATE STATEMENT - OCCUPATIONAL HEALTH AND SAFETY

The Corporation of the Township of Melancthon 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. Accordingly, a corporate health and safety policy and procedure manual has been adopted and implemented and shall be adhered to.

ALL CONTRACTORS SHALL:

Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Corporation of the Township of Melancthon's health and safety policies and requirements.

As required by the Township, submit a copy of acceptable liability insurance documents meaning the documents issued by an insurance company which is licensed to operate by the Government of Canada or the province of Ontario, which certify that the vendor is insured in accordance with what is prudent for their industry or service including at least the following: Liability Insurance, endorsed to name the Township as an "Additional Insured" in the minimum amount of \$2 million for commercial general liability insurance PER OCCURRENCE with NO ANNUAL AGGREGATE and \$2 million limit for automotive liability insurance. Where applicable, the successful vendor must supply Insurance documents indicating compliance with stated requirements, PRIOR to the execution of any contract. The Chief Administration Officer or Director of Public Works shall approve exceptions to the above requirements.

As required by the Township submit a valid and current copy of Workers Safety and Insurance Board Number clearance certificate, past accident records and/or CAD 7 calculations and/or Cost and Frequency Rate, and/or independent Operator I.D. #, and ensure updated information is forwarded to the Township over the duration of a contract. Prior to final payment, a vendor may be required to submit proof of current WSIB coverage in good standing.

Where confidential areas / departments are involved, all contractor employees must sign a Confidentiality Agreement.

Include health and safety provisions in their management systems to reach and maintain consistently a high level of health and safety.

Ensure that workers in their employ are aware of WHMIS guidelines regarding hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.

Upon request at any time from award to completion of contract, submit proof of fulfillment of above responsibilities.

Your co-operation and assistance in this matter is appreciated and vital to the Health and Safety of all.

*** Additional specific Health and Safety requirements may be required depending on the situation at hand, please read the particular request for Bid document for further clarification**

SCHEDULE B – MAJOR GOODS AND SERVICES

- 1. Asphalt (HL4 Hot Mix)**
- 2. A Gravel**