



MUNICIPALITY OF
ARRAN-ELDERSLIE

Request for Tender

RFT-PW-2026-01

HOT MIX PAVEMENT

CLOSING DATE: 11:00 am on Friday, March 13, 2026

SEALED TENDERS TO BE SUBMITTED TO:

**Scott McLeod, Public Works Manager
MUNICIPAL OFFICE
MUNICIPALITY OF ARRAN-ELDERSLIE
1925 BRUCE ROAD 10, P.O. BOX 70, CHESLEY, ONTARIO N0G 1L0
519-363-3039 ext. 115**

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

TENDERING REQUIREMENTS

TENDER DEPOSIT or BID BOND

A certified cheque made payable to the Municipality of Arran-Elderslie in the amount of 10% of the total tender must be submitted with the tender. The cheque of the unsuccessful Contractors will be returned within 14 days of tender opening. The cheque of the successful Contractor will be retained until the municipality's acceptance of the work.

Alternatively, the Contractor may include with the tender an Agreement to Bond, in the appropriate form, jointly executed by the Tenderer and the surety company from which the bonds will be obtained. Such surety company shall satisfy conditions of the bonding requirements below.

- a) The successful Contractor shall provide to the Owner a Performance Bond in the amount of 100% of the Contract Price and in a form acceptable to the Owner. The Performance Bond shall cover the faithful performance of the contract including corrections after final payment.
- b) The successful Contractor shall provide to the Owner a separate Labor and Material Payment Bond from the same surety providing the Performance Bond in the amount of 50% of the Total Contract Price and in a form acceptable to the Owner and covering the payment of accounts incurred by the Contractor during the performance of the Work on this contract.
- c) The Performance Bond and Labor and Material Payment Bonds shall be taken out with a guarantee surety company authorized by law to carry out business in the Province of Ontario and having an office in Ontario.
- d) Document must be submitted with the tender as an original document. Electronic bonding (e-bonding) is not acceptable currently.

Tenders not accompanied by one of the above in original form will not be considered.

COMPANY BACKGROUND, RELEVANT EXPERIENCE & REFERENCES

An outline of the Contractor's company background including number of employees and years in business shall be included with the tender package. A minimum of three (3) references for relevant projects of a similar scope shall be provided which shall include contact details. The Municipality of Arran-Elderslie shall be permitted to contact references at their discretion to verify and confirm experience and workmanship.

LIST OF PROPOSED SUB-CONTRACTORS (IF ANY)

The Contractor shall include a listing of any proposed sub-contractors to be utilized in the course of the project which includes the relevant subtrade of the sub-contractor.

BASIS OF REJECTION OF TENDER

Tenders may be rejected for one or more of the following reasons:

- (a) Bids received after closing date and time.
- (b) Bids received on other than tender form supplied.
- (c) Failure to demonstrate satisfactory experience and/or workmanship
- (d) Incomplete bids incl. missing tender deposit or original bid bond
- (e) Qualified or conditional bids.
- (f) Bids are not properly signed and sealed.

INSURANCE

Worker's Safety and Insurance Board Coverage (WSIB)

The contractor will maintain WSIB registration, pay all required premiums and meet all regulatory requirements and will, upon acceptance, provide a WSIB clearance certificate as verification that its account is in good standing.

Contractor's Equipment Floater

The contractor shall provide and maintain coverage on equipment used during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expenses.

Contractor's Pollution Liability

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2,000,000. The policy shall provide coverage for pollution conditions as a result of the operations performed at the job site. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

Commercial General Liability

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$6,000,000, within any policy year with respect to completed operations and a deductible of not more than \$5000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name the Owner as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations

- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Work performed on Behalf of the Named Insured by Sub-Contractors
- (i) Broad Form Property Damage
- (j) 30 days' notice of cancellation
- (k) Attached Machinery

Automobile Liability Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

Indemnification and Hold Harmless Clause

The Supplier shall defend, indemnify and save harmless The Corporation of Arran- Elderslie its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless The Corporation of Arran- Elderslie from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

FUEL AND SALES TAXES

The Contractor shall pay all taxes under existing legislation on all fuels and materials used by him in the performance of the contract. The Contractor undertakes not to make any claim for refund of taxes paid by him or any Sub-contractor and acknowledges that no refund of tax shall be granted to him or to any Sub-contractor 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.

GENERAL CONDITIONS

REGULATIONS

The Contractor shall abide by all Acts, By-Laws, and Regulations relative to the performance of the work.

WEIGHING

Weighing shall be carried out in accordance with the Ontario Provincial Standard Specification 502 current at the time of this contract. Copies of OPSS 502 are available on request from the MCT District Office.

DAMAGES BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Engineer, 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 direction of the Engineer 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 Engineer.

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 the motor vehicle registration is required for such a vehicle, the Contractor shall not cause or permit such a 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.

PAYMENTS

Monthly payments for work done may be paid up to 85% of the estimated value of the work performed. Within 45 days of the date of acceptance of the completed contract, the remaining 15% will be released to the Contractor.

COMPLETION

The work is to be completed by **October 2, 2026**.

DOCUMENTS TO BE SUBMITTED

Form A – Declaration of Contractor

Form B – Tender Form for HOT MIX PAVEMENT

Form C - Company Background, Relevant Experience & References

Form D – List of Proposed Sub-Contractors

TENDER OPENING

A public tender opening will take place on **Friday, March 13, 2026, at 11:00 a.m.** at Municipality of Arran-Elderslie Municipal Office, 1925 Bruce Road 10, Chesley.

FORM A – DECLARATION OF CONTRACTOR
HOT MIX PAVEMENT
TENDER FOR THE YEAR: 2026

The Contractor has carefully examined the provision, plan, 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 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.

The unit price bid for this item shall include supply, haul and placement of asphalt cement. The Contractor shall be responsible to grind at all intersections, bridges and curbs where tie in is needed.

Material Escalation/De-escalation Clause

In the event of a change in the cost of asphalt cement, we will decrease or increase the price per tonne of HL3 depending on the change in the MTO posted rate. The posted MTO rate for January 2026 is \$1067.25/tonne. Price will increase or decrease \$0.50 per tonne of hot mix, based on \$10.00 per tonne posted MTO asphalt cement price fluctuation.

This tender includes provisions for three (3) items.

NOTE: The Municipality may accept bids for items separately or adjust their scope due to budget limitations.

Item 1 – ARRAN – CONCESSION 10 EAST – From Patterson Bridge to 500 metres west of Sideroad 15 Arran

- Supply and apply of HL3 asphalt cement (rap mix permitted)
- Approximate length of 5,050 metres and width of 6.5 metres
- Paving is over an existing LCB base (tar and chip), with a 40 mm lift
- Contractor to meet with Arran-Elderslie Staff prior to commencement of works to consider asphalt padding.
- The tonnage includes padding required in different areas from onsite meet.
- Tonnage is not to exceed the amount listed as Item 1 on the FORM B - Tender Form for HOT MIX PAVEMENT
- See the attached map for location highlighted in purple

Item 2 –ARRAN – B-LINE- From Bruce County Road 17 north to 1060 metres north of Concession 8 West Arran. Supply & apply of HL3 asphalt cement (rap mix permitted)

- Supply and apply of HL3 asphalt cement (rap mix permitted)
- Approximate length of 3,090 metres and width of 6.5 metres
- Paving is over an existing LCB base (tar and chip) with a 40 mm lift
- Contractor to meet with Arran-Elderslie Staff prior to commencement of works to consider asphalt padding.
- The tonnage includes padding required in different areas from onsite meet.
- Tonnage is not to exceed the amount listed as Item 2 on the FORM B - Tender Form for HOT MIX PAVEMENT
- See the attached map for location highlighted in purple

Item 3 – PAISLEY – WELLINGTON STREET- From Bruce County Road 1 south to Dead End.

- Supply & apply of HL3 asphalt cement (rap mix permitted)
- Approximate length of 428 metres and width of 6.4 metres, including Balaklava Street intersection.
- Pre-coordination between the Contractor and Municipality will be needed prior to paving.
- Paving is over a gravel base prepared by Arran-Elderslie Staff with a 40 mm lift
- Tie into existing asphalt and driveways.
- Tonnage is not to exceed the amount listed as Item 3 on the FORM B - Tender Form for HOT MIX PAVEMENT
- See the attached map for location highlighted in purple

Item 3.1 – PAISLEY – BALAKLAVA STREET- From Wellington Street 90 metres east (will see location of last paving).

- Supply & apply of HL3 asphalt cement (rap mix permitted)
- Approximate length of 90 metres and width of 6.4 metres.
- Pre-coordination between the Contractor and Municipality will be needed prior to paving.
- Paving is over a gravel base prepared by Arran-Elderslie Staff with a 40 mm lift
- Tie into existing asphalt and driveways.
- Tonnage is not to exceed the amount listed as Item 3.1 on the FORM B - Tender Form for HOT MIX PAVEMENT
- See the attached map for location highlighted in purple.

TENDER DEPOSIT or BID BOND

This tender is accompanied by a Bid Bond in the form prescribed in the "Tendering Requirements" or is accompanied by a certified cheque in the amount specified in the "Tendering Requirements" made payable to the Municipality of Arran-Elderslie which shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Municipality if the Contractor fails to file with the Municipality in executed form of this tender and the provisions, plans, specifications, and conditions attached here to within ten (10) days from the date of Acceptance of the Tender.

COMPANY BACKGROUND, RELEVANT EXPERIENCE & REFERENCES

Included in this tender package (Form C) is an outline of the company's background and listing of relevant job experience with reference contacts as specified in the "Tendering Requirements". The tendering firm permits the Municipality of Arran-Elderslie to contact references at their discretion to verify and confirm their experience and workmanship.

LIST OF PROPOSED SUB-CONTRACTORS (IF ANY)

The Contractor has included (Form D) a list of any proposed sub-contractors to be used in the course of the construction works which denotes the subtrade of the proposed subcontractor.

TENDER QUANTITIES

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the contract price, however, such increase or decrease shall not exceed 20 percent.

HEALTH AND SAFETY

All Contractors must abide by the Occupational Health and Safety Act. Any Personal Protective Equipment (PPE) required for the safe execution of the contract provisions shall be provided by the Contractor and the Contractor agrees to strictly enforce the use of PPE.

Declaration of Contractor

The Contractor acknowledges that Addendum/Addenda No. ____ to ____ * inclusive has/have been received and that all changes specified in the Addendum/Addenda have been included in the prices submitted.
(*to be completed by the Contractor (enter NIL if no addenda issued))

The Contractor offers to furnish all labour, equipment and material, except as specified otherwise, for the performance of the work for the item prices set forth in the tender, all in accordance with the tender documents.

The Contractor promises to commence work on _____
(To be completed by firm) and diligently perform the work continuously without undue delay and further promise to complete the work by:

BY _____
(Name of Firm)

ADDRESS _____

Name of Signatory

Title of Signatory

Signature

FORM B
TENDER FORM FOR HOT MIX PAVEMENT

In accordance with this tender, the Contractor hereby offers to complete the work for the following prices:

Location	Length	Width	Unit	Quantity	Unit Price	Total
Item 1						
Arran – Concession 10 East, from bridge to west of Sideroad 15	5050 m	6.5 m	3500 tonnes			
Item 2						
Arran – B-Line north to 1060 metres north of Con 8 West Arran	3090 m	6.5 m	2200 tonnes			
Item 3						
Paisley – Wellington St. from Bruce Rd #1 to Dead end.	428 m	6.4 m	275 tonnes			
Item 3.1						
Paisley – Balaklava St. from Wellington St. 90 metres east.	90 m	6.4 m	58 tonnes			
					Subtotal	
					HST	
					Grand Total	

Please note the separate attachment for the Project Location Map

CONTRACTOR BUSINESS NAME _____

AUTHORIZED CONTRACTOR SIGNATURE _____

CONTRACTOR ADDRESS _____

CONTRACTOR PHONE NUMBER _____

CONTRACTOR E-MAIL _____

DATE _____

FORM C
COMPANY BACKGROUND, RELEVANT EXPERIENCE & REFERENCES

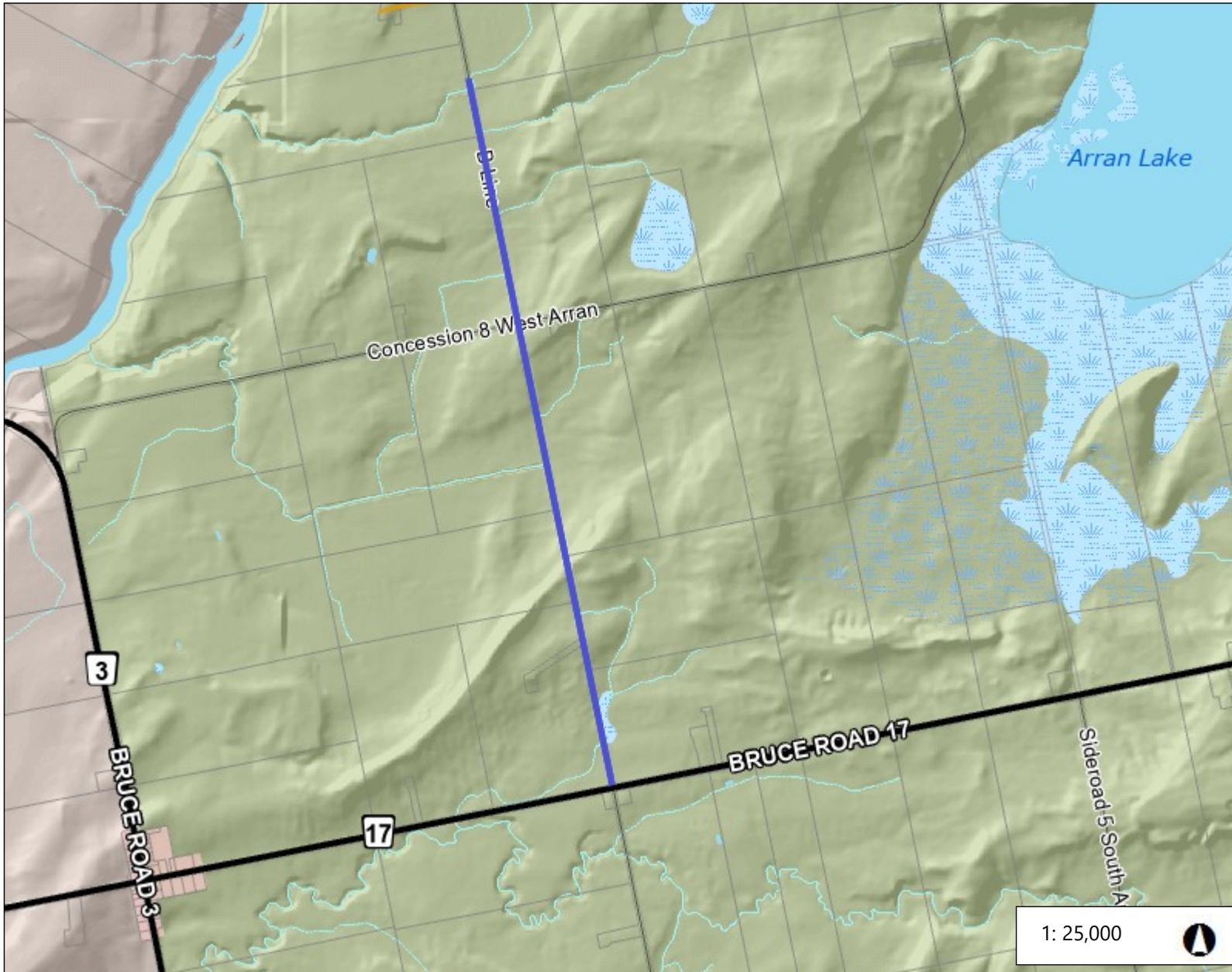
COMPANY PROFILE

RELEVANT EXPERIENCE & REFERENCES

Year of Project	Description of work	Who work was completed for	Company contact for reference	Project Value

FORM D
LIST OF PROPOSED SUB-CONTRACTORS

Subtrade	Name of Proposed Subcontractor	Address of Subcontractor



Legend

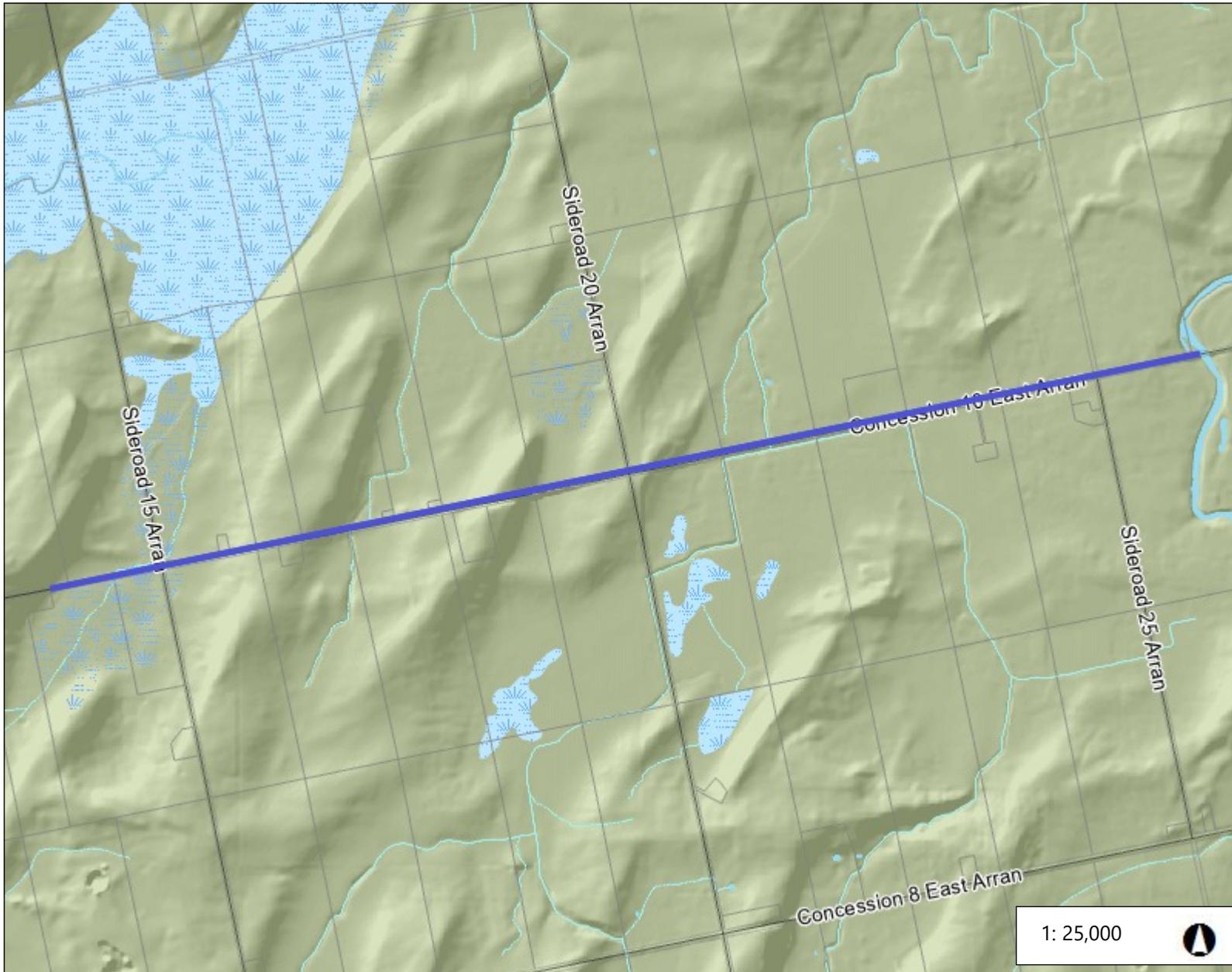
- Rural Community point, labelled
- Ferry
- Provincial Highway
- County Road
- County Road
- ↔ Bridge reconstruction
- Municipal or Other Road (small scale)
- Easement**
 - Access
 - N/A
 - Nitrate
 - Private
 - Utility
- Propane Facility Buffer**
 - Assessment parcel
 - Condo unit or Common element
 - First Nation parcel
- Severance**
 - Severed portion
 - Retained portion
- Subdivision**
 - Draft Approved
 - Final Approved
- Body of Water**
- Evaluated Wetland**
- Watercourse**
 - Permanent Stream
 - Intermittent Stream
- Wetland**
- Body of Water**
- Built-up area
- Adjacent Counties
- Lake Huron and Georgian Bay

1: 25,000



1.3 0 0.64 1.3 Kilometers

Notes



Legend

- Rural Community point, labelled
- Ferry
- Provincial Highway
- County Road
- County Road
- ↔ Bridge reconstruction
- Municipal or Other Road (small scale)
- Easement**
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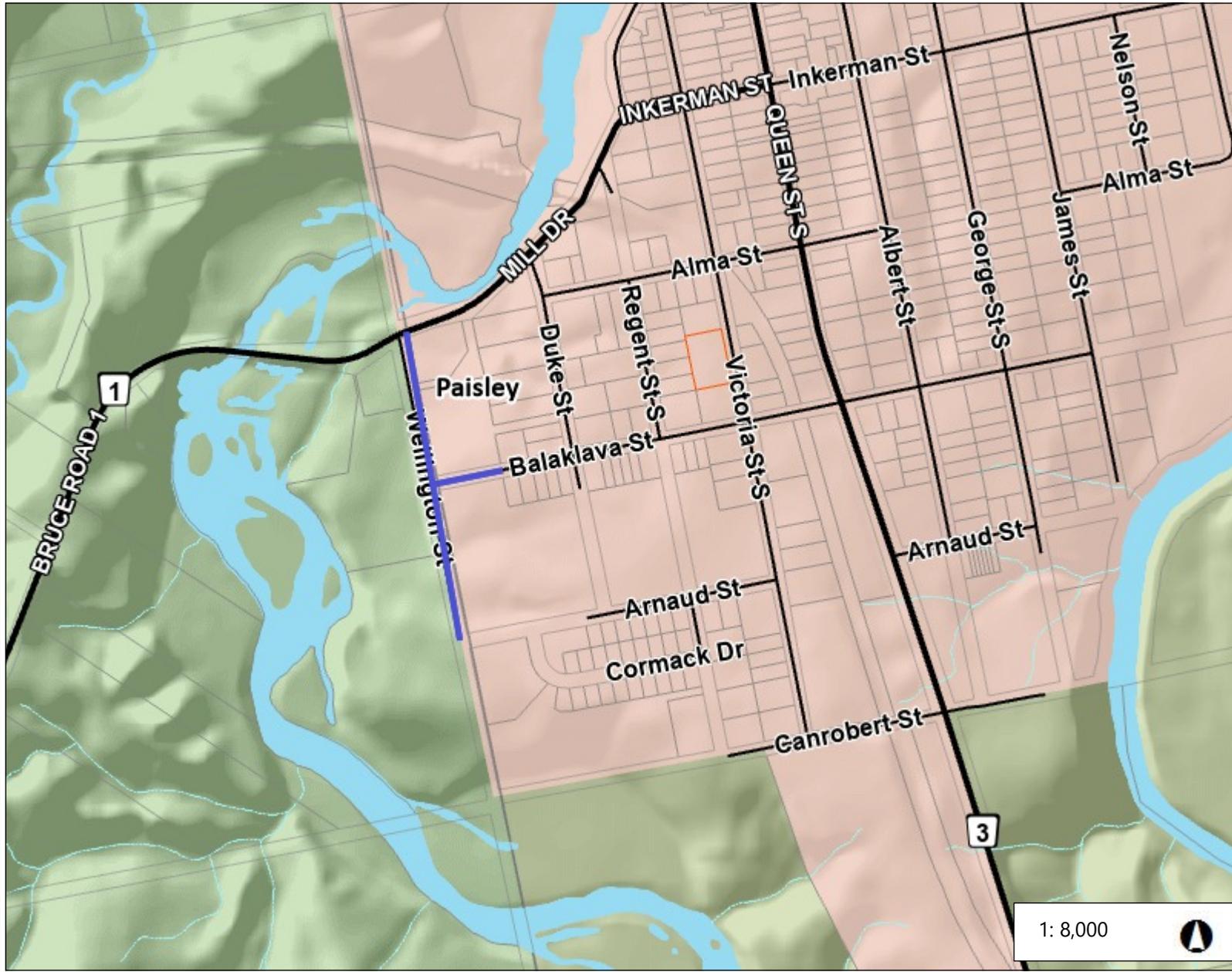
1.3 0 0.64 1.3 Kilometers

NAD_1983_UTM_Zone_17N
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Legend

- Rural Community point, labelled
- Ferry
- Provincial Highway
- County Road
- County Road
- Bridge reconstruction
- Municipal or Other Road
- Municipal or Other Road
- Bridge Detour
- Easement
 - Access
 - N/A
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1: 8,000



Notes