

# Township of Edwardsburgh Cardinal

## Public Works Department



### Tender for Hot Mix Asphalt Overlay (Cardinal)

**Tender No. EC-PW-26-06**

Issued March 3, 2026

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## Township of Edwardsburgh Cardinal

### **Tender Announcement**

**Sealed Tenders** on forms supplied by the Township will be received in envelopes clearly marked as to contents at the **Township Office (18 Centre Street, Spencerville, Ontario)** until **2:00 pm local time on Tuesday March 24, 2026**, for:

The Corporation of the Township of Edwardsburgh Cardinal invites sealed tenders from qualified contractors for hot mix resurfacing of Dishaw Street, Middle Street, East Street, Victoria Street and Meadowland Drive in Cardinal, Ontario. The intent of this project is to provide a surface preservation asphalt overlay to extend the service life of the existing roadway. The work is not intended to correct structural deficiencies or underlying base failures.

The Township will publicly open tenders shortly after closing in the Council Chambers. The lowest or any bid will not necessarily be accepted.

### **Important Dates/Schedule**

**Tender Closing:** 2:00pm local time on Tuesday March 24, 2026.

**Anticipated Tender Award:** March 31, 2026.

**Project Completion:** No later than July 31, 2026.

### **Tender Submission Documentation**

- Received in a sealed envelope clearly marked **Tender for Hot Mix Asphalt Overlay (Cardinal): EC-PW-26-06**
- Completed Form of Tender.
- Completed Schedule A- List of Subcontractors.
- 10% deposit bond required with tender submission. Deposit will be returned to unsuccessful bidders after contract awarding.

**Successful Bidder Documentation**

Prior to project work commencing, the following information is required:

- Clearance from the Workplace Safety and Insurance Board (WSIB).
- Proof of General Liability Insurance in the amount of \$5,000,000.
- Proof of Vehicle Liability Insurance in the amount of \$2,000,000.
- Completed and Signed Form of Agreement.

**Communication Regarding This Tender**

All communication concerning this tender shall be in writing to the contact below and received on or before 4pm local time on March 18, 2026. If necessary, an addendum with answers to questions and clarifications will be issued by March 20, 2026.

Eric Wemerman, Director of Operations

E-mail: [ewemerman@twpec.ca](mailto:ewemerman@twpec.ca)

Telephone: 613-658-3001x5

## **1.0 Invitation to Tender**

The Township of Edwardsburgh/Cardinal invites qualified contractors to submit tenders for the supply of all labor, equipment, and materials necessary to complete asphalt resurfacing within Cardinal.

The work generally consists of:

- Placing and compaction of 25 mm HL3 hot mix asphalt overlay over existing asphalt.
- Spot Padding and patching of 25 mm HL3 hot mix asphalt overlay over existing asphalt.
- Driveway tie-ins.
- Shouldering
- Adjustment of appurtenances
- Traffic control
- Restoration

## **2.0 Project Location**

Roads include

- Middle Street: John Street to Dundas Street.
- Dishaw Street: Gill Street to County Road 2 tie in.
- Meadowland Drive: St Lawrence Street to eastern edge of Cul de sac.
- East Street: Dundas to John Streets.
- Victoria Street: Lambert/Victoria to Dundas/Victoria Streets.

## **3.0 Scope of Work**

### **3.1 General**

The Contractor shall furnish all labor, materials, equipment, traffic control, and supervision required to complete the work in accordance with:

- Ontario Provincial Standard Specifications (OPSS)
- Ontario Provincial Standard Drawings (OPSD)
- Ontario Traffic Manual (OTM Book 7)
- Contractors are encouraged to visit project locations prior to submitting a tender package.

### **3.2 Milling Operations**

- Milling at existing intersections within project limits to ensure smooth transitions between existing and new asphalt and to support improved drainage to existing catch basins at intersections (where applicable).
- Milling depths may vary as required to remove surface irregularities at joints.
- Milling is expected to be limited to intersection joints and transitions only, no full width milling is required.

### **3.3 Tack Coat Application**

The Contractor shall furnish all labor, materials, and equipment to apply a

- Tack coat at all longitudinal and transverse joints, milled surfaces, and intersection tie-ins. Full surface tack coating is not required.
- SS-1 or SS-1h emulsified asphalt are acceptable.

### **3.4 Hot Mix Asphalt Overlay (Patching and Padding)**

The Contractor shall complete the following patching and padding:

- Supply and place 25 mm compacted HL3 hot mix asphalt overlay over existing asphalt.
- Lift thickness: 25 mm compacted, road edge to edge on all identified streets.
- Hot mix asphalt application must be contoured and tapered to direct surface water run off to existing catch basins as required.
- The Contractor shall provide a smooth, functional transition between the new 25mm asphalt overlay and all existing residential and institutional driveways.
- Hot mix asphalt shall be placed in a continuous pass unless otherwise approved.
- Approximate road placement width and lengths. Contractor shall confirm.
  1. Meadowland Drive: 170 meters long by 6.4 meters wide plus 450 m<sup>2</sup> Cul de sac.
  2. Middle Street: 230 meters long by 6 meters wide.
  3. Dishaw Street: 530 meters long by average 8 meters wide. Width varies 7.5 m to 9 m.
  4. East Street: 282 meters long by 9 meters wide.
  5. Victoria/Lambert to Dundas Street: 82 meters long by 8.5 meters wide.

The estimated 11,200 m<sup>2</sup> quantity is based on the above lengths and widths including contingency, contractors shall verify dimensions in the field.

### **Enhanced Patching and Padding- Dishaw Street.**

Enhanced patching and padding will be completed between the north side of the parking lot on Dishaw Street to south of the entrance to the Public Works Garage. The contractor shall complete the following:

- Supply and place 25 mm compacted HL3 hot mix asphalt overlay over existing asphalt.
- Hot mix asphalt application must be contoured and tapered to direct surface water run off to existing catch basins as required.
- The transition between the 25 mm and the final 25 mm overlay must be tapered over a minimum length of 3 meters.
- Manager of Public Works will pre-mark the area requiring enhanced patching and padding.
- Provisional Hydro-Vacuuming has been included in the tender due to high pressure gas main and high voltage electrical infrastructure within project limits.

### Enhanced Patching and Padding- East Street

The contractor shall:

- Pad all significant depressions and dips prior to the 25 mm surface overlay to ensure a final uniform grade and proper drainage.

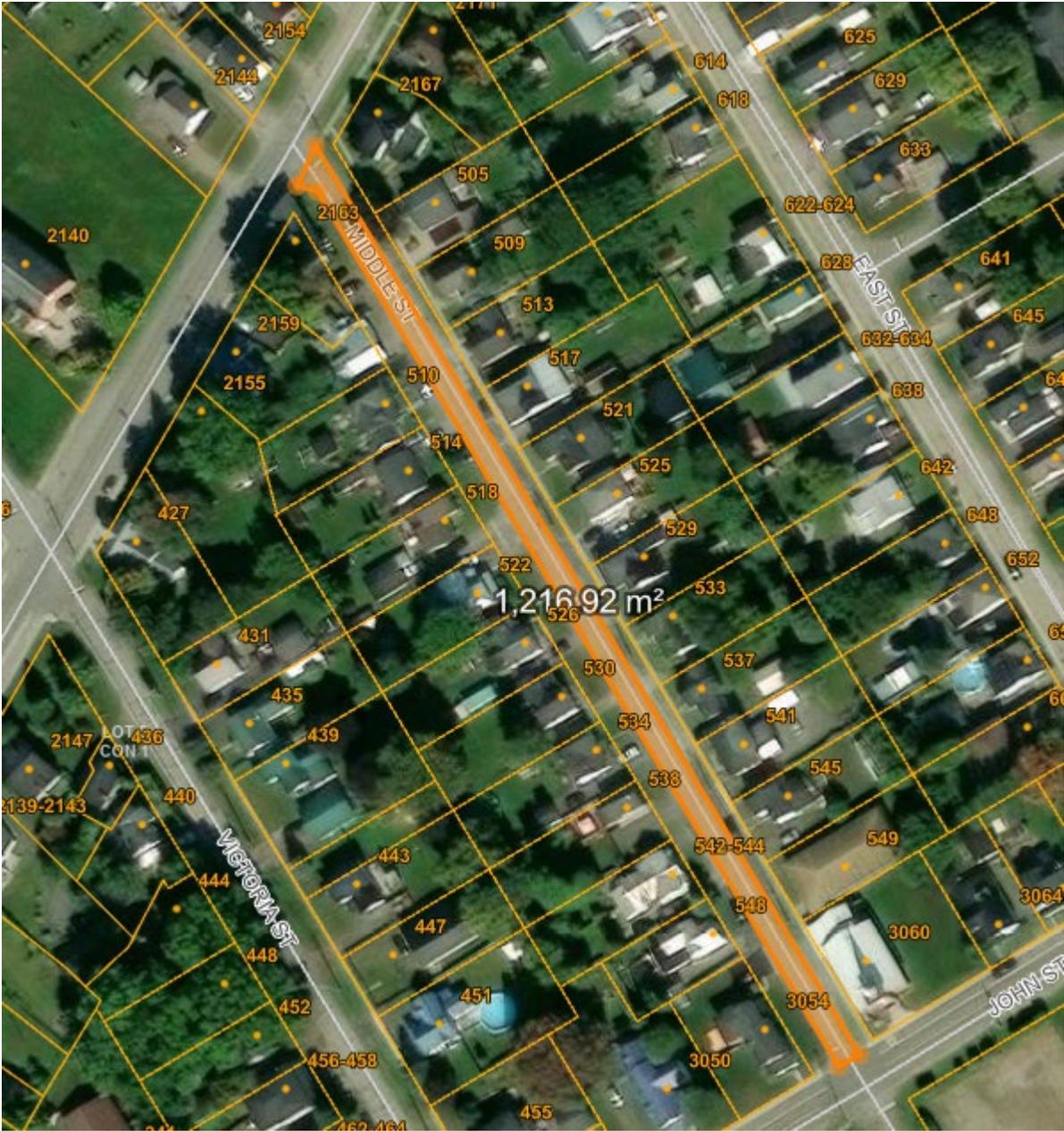
Below are maps of the project scope locations and estimated square meters of coverage. Maps are for reference only and bids are based on tonnage.

### Meadowland Drive

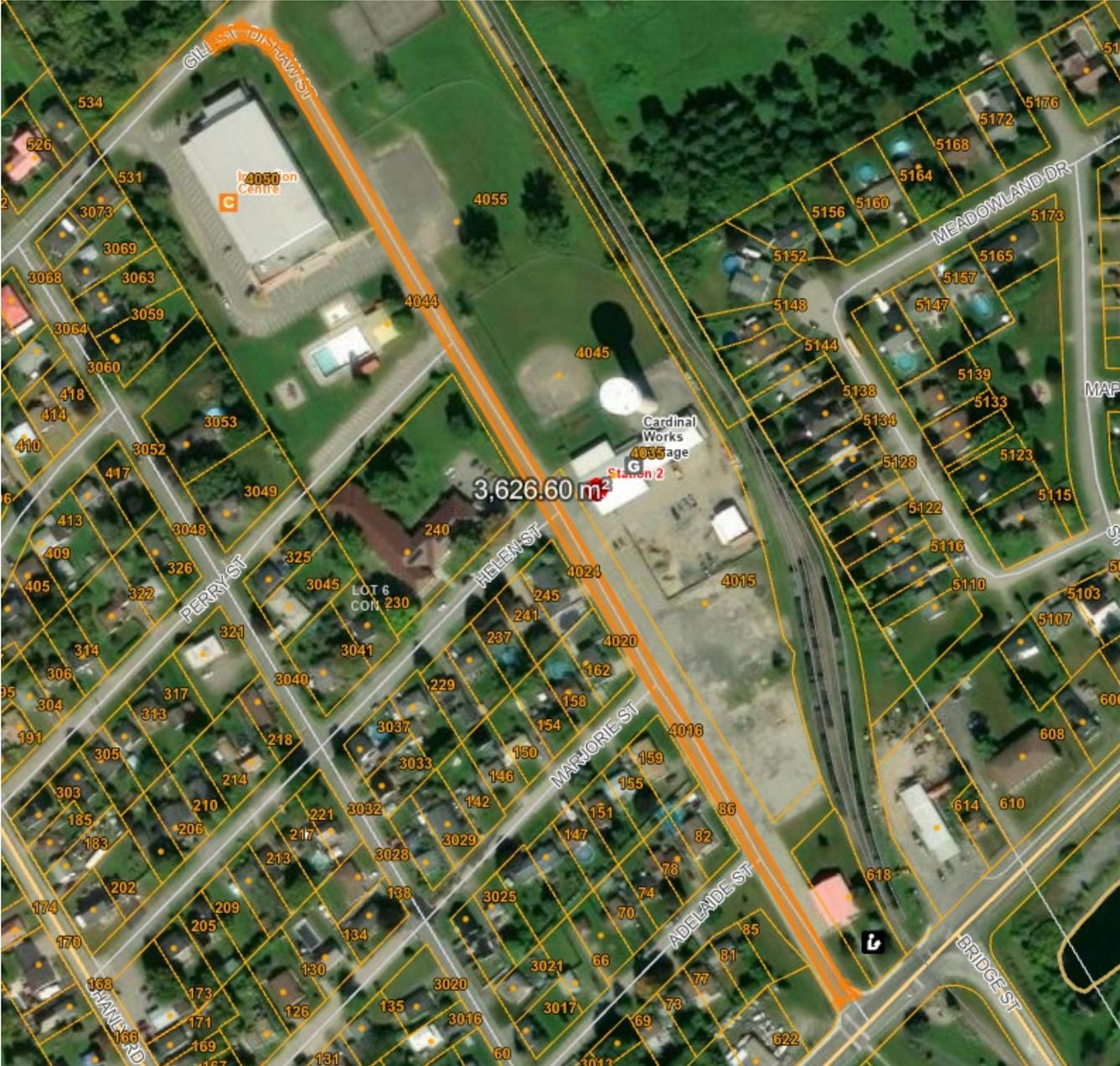


Middle Street

Scope of asphalt overlay and approximate square meters of coverage.

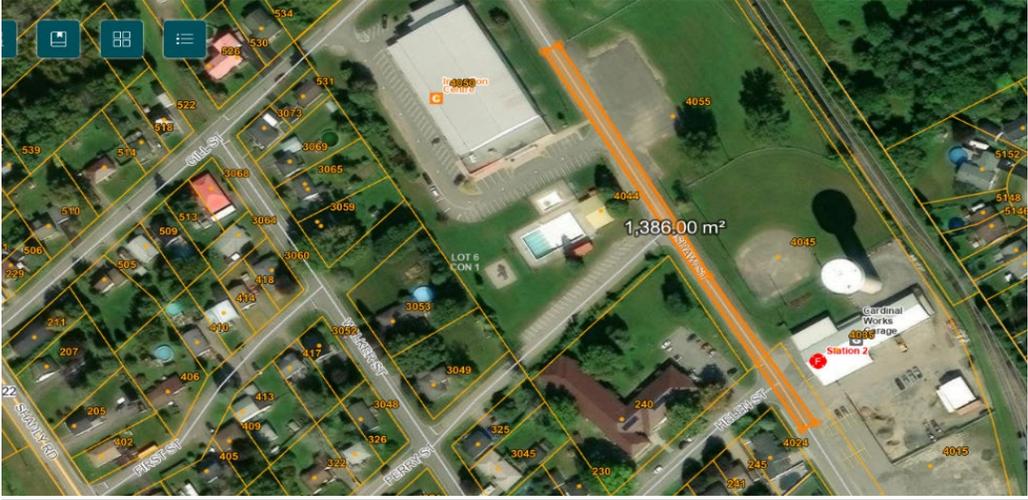


Dishaw Street

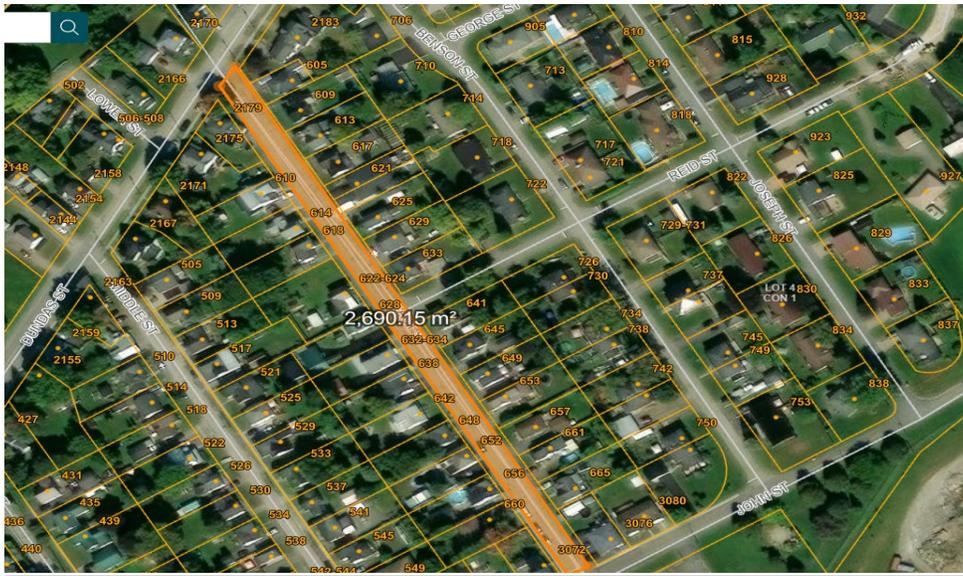


Dishaw Street

General location for enhanced pad and patch.



### East Street



### Victoria/Lambert to Dundas Street



### 3.5 Driveway Tie-Ins and Road Edges

The Contractor Shall

- Supply, place, grade and compact granular A along pavement edges where asphalt meets gravel shoulders or driveway entrances.
- The Contractor shall feather the hot mix to a flush finish at all driveway tie-ins over a minimum width of 0.6 meters to ensure positive drainage and a smooth transition.
- Adjust asphalt height to prevent drainage onto private property.
- Contractor shall always maintain access to residential driveways except for short durations during paving operations.

<u>Street</u>	<u>Approximate Number of Driveway tie-ins</u>	<u>Intersection Tie-Ins</u>
Middle Street	27 residential	Dundas and John Streets
Dishaw Street	4 residential + 4 institutional (Library, Public Works, Fire Hall, Arena).	County Road 2, Adelaide Street, Marjorie Street, Helen Street, Perry and Gill Street.
Meadowland Drive	22 residential	St Lawrence Eastern edge of Cul De Sac
East Street	29 residential	Dundas, Reid and John Streets
Victoria/Lambert to Victoria/Dundas Street	2 residential + 1 institutional	Dundas and Lambert.

### **3.6 Adjustment of Appurtenances (Provisional)**

The Contractor shall adjust the following to final grade where required:

- Valve boxes
- Maintenance hole covers
- Catch basins
- In accordance with OPSS 401 and OPSD standards.

Minor Adjustment: Includes removing the existing frame and grate/cover, adjusting the height by adding or removing up to two (2) concrete riser rings (or 75mm of brick/mortar), and resetting the frame in a bed of mortar. No excavation of the main structure is required.

Major Adjustment: Required when the structure is significantly below grade, tilted, or damaged. This includes excavating around the structure, removing multiple riser rings and rebuilding the top portion of the chimney to meet the new road elevation.

### **3.7 Line Painting**

- Line painting will not be part of the scope of this project and will be completed separately.

### **3.8 Traffic Control Plan**

The Contractor shall be responsible for:

- Development and implementation of a full traffic control plan.
- Signage and delineation.
- Ensuring emergency vehicle access.
- Must comply with Ontario Traffic Manual Book 7.
- Traffic control plans must be reviewed and approved by the Township prior to mobilizing on site.
- Traffic control costs shall include all signage, personnel, devices, and temporary traffic

measures required for full project completion.

### **3.9 Cleanup and Restoration**

The Contractor shall be responsible for:

- Reinststate disturbed areas.
- Remove excess materials and debris.
- Final surface to be clean and uniform.

### **4.0 Construction Schedule**

- Anticipated Award: March 31, 2026
- Construction Window: June - July 2026
- Substantial Completion: Within **30 calendar days** of commencement.

### **5.0 Quality Control**

The Township reserves the right to:

- Perform asphalt testing.
- Reject material(s) not meeting OPSS requirements.
- Require corrective work at Contractor's expense.

### **6.0 Site Inspection**

Contractors are encouraged to visit the site(s) prior to submitting tender.

**Form of Tender**

**Contractor Information**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Part A**

<b><u>Task</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount (\$)</u></b>
Milling and Tack Coating at all intersections and joints within project limits	15	Each		
HL3 Surface Overlay (all streets 25 mm) and Spot Padding/Leveling 25 mm	1300	Tonne		
Granular A for driveway transitions and shoulder restoration (Provisional)	100	Tonne		
Intersection Tie Ins	15	Each		

<b><u>TOTAL</u></b>	<b><u>AMOUNT (\$)</u></b>
Subtotal	
Contingency (10%)	
Total Tender Amount (\$)	

**Tender submissions will be reviewed and evaluated based on Part A of the Form of Tender.**

**Part B**

<b><u>TASKS</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>AMOUNT (\$)</u></b>
Adjust sanitary manholes- Minor Adjustment (Provisional)	1	Each		
Adjust sanitary manholes- Major Adjustment (Provisional)	1	Each		
Adjust catch basins- Minor Adjustment (Provisional)	1	Each		
Adjust catch basins- Major Adjustment (Provisional)	1	Each		
Adjust valve boxes (Provisional)	2	Each		
Hydro Vacuuming (Provisional)	20	hours		

**Part B is for informational purposes and will be used if required and after approval by the Manager of Public Works.**

**Notes**

**The estimated 1300 tonnes quantity includes all five streets as shown on the project maps and an allowance for spot padding and levelling.**

**Quantities are approximate, padding area will be pre-marked by the Public Works Manager.**

**Lump Sum: Is a single, fixed-price payment that covers all labor, equipment and materials for a specific task, regardless of how long it takes or how much material is used.**

**Any additional asphalt placement beyond the quantities identified must be preapproved by the Township.**

**Hydro-vacuuming (Provisional) is included to accommodate potential requirements from Enbridge Gas and Cardinal Power for daylighting utilities within the project limits. Hydro-vacuuming shall only be carried out when directed by the Township.**

**\*Unit Prices (all-inclusive and before applicable taxes). Quantities are approximate**

I/We have read the Tender Documents thoroughly, and understand the contractual requirements contained therein. Accordingly, I/We undertake to execute these contractual requirements for a total sum of:

\$ \_\_\_\_\_

\_\_\_\_\_  
**NAME & POSITION**

\_\_\_\_\_  
**SIGNATURE**

**(THIS PAGE MUST BE COMPLETED AND RETURNED WITH SUBMISSION)**

**Schedule A**

The Bidder shall identify all subcontractors intended for use on this project. If any scope of work is performed by the Prime Contractor's own forces, indicate "Self" for that trade. Written consent from the Township is required prior to engaging any subcontractor not identified below.

The Bidder shall provide the company name, address, and telephone number for any subcontractor engaged in performing the following work: hot mix asphalt supply, milling, traffic control and any other trade or specialty work not performed by the Prime Contractor's own forces. The estimated value of each subcontract shall also be provided.

The undersigned confirms that the subcontractors identified below represent all firms intended to be engaged in the performance of this contract. The Prime Contractor acknowledges that substitution of any listed subcontractor, or engagement of an unlisted subcontractor, requires prior written approval from the Township.

**Company Name:** \_\_\_\_\_

**Estimated Value:** \_\_\_\_\_

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

**Authorized Signature & Title** \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED AND RETURNED WITH SUBMISSION**

The lowest or any Bid will not necessarily be accepted.

## 1. General Provisions

### Tender Evaluations

Tenders will be evaluated based on 60% price, 20% Experience and 20% Schedule.

### Regulations

The Contractor shall abide by all applicable Provincial and Federal Statutes and regulations, including the Occupational Health and Safety Act of Ontario, the Employment Standards Act, Industrial Standards Act, and any other legislation that may be relevant to the proper performance of the work.

### Project Management

The implementation of this Contract will be under the jurisdiction of the Public Works Manager or his duly appointed designate. Any changes to the provisions of this agreement will be made in writing.

### Performance Criteria and Work Inspection

It is incumbent upon the Contractor to utilize adequate equipment and work effort that is suitable to providing the anticipated results. The Public Works Manager may periodically inspect the work. The Contractor shall promptly correct work that does not meet the established performance criteria to the satisfaction of the Public Works Manager at no additional cost to the Contract.

### Payment

Payment at the Contract Unit Price shall be considered compensation in full for performance of the work specified and for the supply of all labor, equipment and material (except as otherwise provided) necessary to complete the work to the satisfaction of the Public Works Manager and Director of Operations.

The Tender Quantities are estimates only, and payment will be made on actual quantities supplied, hauled, applied for and approved by the Public Works Manager. Should such increase or decrease exceed 20% of the Tender Quantities, however, either party to the Contract may submit a written request for a revision to the Unit Price, citing the reasons for said request.

Payment will be made within 30 days of receipt of the approved invoice.

### Taxes

Harmonized Sales Tax (HST) shall be **in addition to** the tendered unit price. HST shall be **shown separately** on each invoice and will be paid to the Contractor in addition to the amount certified for payment. HST not listed in Form of Tender.

## **2. Specific Provisions**

### Materials Hot Mix Asphalt

The Performance Grade Asphalt Cement (PGAC) is to be 58-34.

Asphalt Cement (AC) content to be a minimum of 5% by mass mixture.

The Contractor shall be responsible to provide the asphalt mix design at his own expense, which shall conform to the requirements for the type of asphalt mix specified.

Testing of asphalt shall be undertaken at the discretion of the Public Works Manager. The cost of testing shall be borne by the Township.

The Contractor shall be responsible for the quality and characteristics of the mixture, and if the hot mix produced is not suitable, hot mix production shall stop and appropriate corrections made to the process. When field testing for Marshall properties shows that the mix produced with the job mix formula does not meet the Marshall design requirements, the Contractor shall re-evaluate and redesign the mixture.

### Traffic Control & Detours

The Contractor shall provide all traffic control and detours necessary for the proper execution of the work. Proposed traffic control measures and/or detours shall be submitted to the Public Works Manager for approval prior to commencement of work.

### Loading of Vehicles or Equipment

Where a vehicle or equipment is hauling material for use under the Contract, the Contractor shall ensure that said vehicle or equipment is not being loaded beyond its legal limit.

### Damage by Vehicles or Equipment

If at any time in the opinion of the Public Works Manager, damage is being done or is likely to be done to any highway or any improvement thereon by the Contractor's vehicles or equipment, the Contractor shall, at his/her own expense, make changes in or substitutions for such vehicles or other equipment, or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Manager

### 3. Tender Requirements

#### General

The Tender Form supplied by the Township must be fully completed and in possession of the Township on or before the Tender Closing date and time. Tenders received after closing time shall not be considered but shall be returned unopened to the bidder.

The Tender Form must be signed by a duly authorized official of the bidding organization to be valid.

The tender must be legible, written in ink or typewritten, and all items must be bid unless otherwise specified. Any erasures, overwriting or strikes-outs must be initialed by the official signing on behalf of the bidding organization.

Alternative proposals shall not be considered unless requested in the tender documents.

Any correspondence by mail or telephone, pertaining to adjustments or corrections to a tender already submitted, shall not be considered. A bidder wishing to adjust a tender must first withdraw the original tender and re-submit the alternative bid on the prescribed Tender Form and in accordance with the provisions contained herein prior to closing.

#### **Understanding of Work Requirements**

It is the responsibility of each bidder to satisfy themselves with respect to the physical conditions and/or constraints of the work area. Moreover, it is incumbent upon the bidder to read the tender documents thoroughly, and to ensure that they fully understand the provisions contained therein.

Questions or concerns about the tender process or the work provisions should be directed to Eric Wemerman, Director of Operations, [ewemerman@twpec.ca](mailto:ewemerman@twpec.ca)

#### **Basis of Rejection of Tender**

Tenders may be rejected for any one of the following reasons:

- a) Bids received after closing date.
- b) Bids received on other than the tender form supplied.
- c) Bids are not completed in ink or by typewriter.
- d) All items are not bid, qualified or conditional bids.
- e) Bids are not properly signed and sealed.
- f) Missing Schedule A submission.

# Form of Agreement

## TERMS OF SERVICE AGREEMENT BETWEEN:

The “**Corporation of the Township of Edwardsburgh Cardinal**”  
(hereinafter referred to as the “**Township**”)

And

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

### TOWNSHIP’S OBLIGATIONS

1. The Township shall provide access to the work site at all reasonable times as may be required in the execution of the Contractor’s duties.
2. The Township shall provide instructions and information to the Contractor that may be necessary in the proper execution of duties.
3. The Township shall process payment for approved invoices within 30 days of receipt.
4. The Township may terminate this Agreement:
  - a) For failure to comply with the terms of this Agreement immediately on providing written notice of termination, or
  - b) For any other justified cause upon providing at least 10 days written notice of termination.

If termination is under paragraph (b), the Township shall pay that portion of outstanding fees owing to the Contractor as is applicable to the completion of satisfactory service prior to termination

### CONTRACTOR’S OBLIGATIONS

1. The Contractor shall provide all labor and equipment necessary to fulfill the obligations of the Contract within the terms specified.

2. The Contractor shall employ only qualified and competent persons to perform the required work and shall ensure that said individuals are adequately trained and supervised to fulfill their work duties.
3. The Contractor shall receive and abide by all instructions from the Township that may be relevant to the proper performance of the work.
4. The Contractor shall inform the Township in writing of any problems encountered during the course of work performance, or of any relevant issues requiring the Township's attention.
5. The Contractor shall submit invoices in a timely manner and shall provide all relevant supporting information as may be required from time to time.
6. The Contractor shall not employ the services of a sub-contractor outside of those listed in Schedule A in the performance of contractual obligations without the written consent of the Township.
7. The Contractor shall not assign his/her rights under this Agreement without prior written consent from the Township.
8. The Contractor shall not provide services to any parties that may, in the Township's reasonable opinion, give rise to a conflict of interest between the Contractor's duties to said parties and to the Township.
9. The Contractor shall abide by all applicable laws and regulations, and shall maintain all required licenses, permits, policies and coverages (i.e., WSIB, \$5,000,000 Public Liability Insurance naming the Township as an additional insured, \$2,000,000 Vehicle Liability Insurance) throughout the term of this Agreement.
10. The Contractor shall indemnify and save harmless the Township, its employees and agents from any losses, claims, damages, actions, causes of action, costs or expenses that we or any of our employees or agents may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, either directly or indirectly, by reason of any act or omission by the Contractor or any of his/her agents, employees, officers, directors, or subcontractors in providing the services.

### **GENERAL**

1. Any unresolved disputes between the Contractor and the Township arising from this Agreement shall be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
2. Any notice contemplated by this Agreement must be in writing, and either:
  - a) Sent by fax or e-mail to the addressee's appropriate direction, as specified in this Agreement.

