



The Corporation of the Village of Burk's Falls

**Request for Bid: Asphalt Resurfacing
Burk's Falls, ON**

**Official bid closing date/time:
August 5, 2026, at 1:00 PM (LOCAL TIME)**

**Official bid opening date/time:
August 5, 2026, at 1:30PM (LOCAL TIME)**

Sealed proposals, clearly marked as to contents are to be delivered to:

tenders@burksfalls.ca

or

**Village of Burk's Falls
172 Ontario Street
Box 160
Burk's Falls ON P0A 1C0**

INFORMATION TO BIDDERS DOWNLOADING THIS DOCUMENT

Bidders downloading this document from the Municipality of The Village of Burk's Falls website must register with the Public Works Department to be added to the Bidders list. Interested Bidders are required to complete the information below and return this form via email to: publicworks@burksfalls.ca

Bidders who do not register may not receive any additional information or addendums relating to this project.

Bidder Registration Form

Company Name: _____

Address: _____

City: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Project Name: 2026 Asphalt Resurfacing _____

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VILLAGE OF BURK'S FALLS
2026 CAPITAL PROGRAM – ASPHALT RESURFACING

SECTION 1

INFORMATION TO BIDDERS

1.1 LOCATION AND SCOPE OF WORK

The work is located in within the Municipality of The Village of Burk's Falls. Specific instructions and a list of locations are included in Section 5 "Special Provisions – Specifications".

It is the responsibility of the contractor to review all areas listed and satisfy themselves with existing conditions prior to submission of tender documents.

1.2 SUBMISSION OF TENDER

Sealed Tenders plainly marked "2026 CAPITAL PROJECT – ASPHALT RESURFACING" that include the submission cover page found in Appendix A will be received at tenders@burksfalls.ca or The Village of Burk's Falls Office, 172 Ontario Street, Burk's Falls, ON P0A 1C0 until August 5, 2026, **1:00 pm** local time.

August 5, 2026

1.3 TENDERS

Submitted Tenders shall include the following:

- 1) Completed Form of Tender
- 2) Completed Schedule of Sub-Contractors
- 3) Tender Deposit

1.4 LIST OF SUB-CONTRACTORS

A list of all Sub-Contractors proposed to be used by the Bidder to complete the work shall be included with the Tender. See Section GC3.10 of the **General Conditions (OPS)**.

Failure of the accepted bidder to execute the contract within the required time shall result in the forfeit of the deposit. The Tender deposit of the lowest and second lowest accepted bidders shall be returned upon the execution of the Form of Agreement and deposit of the necessary security and documents by the accepted low bidder.

The deposit of the other bidders shall be returned after the Tenders have been checked to determine the lowest and second lowest accepted bidders.

1.5 ACCEPTANCE OR REJECTION OF TENDERS AND APPROVALS

The Tender must be legible and all items must be bid. Tenders which are incomplete, unbalanced, conditional, obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected as informal or void.

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

- a) Bids arriving after the closing time and date as specified in this document
- b) Bids received in a form other than the quotation form supplied
- c) Bids not completed in ink or by type
- d) Bids containing any other form of alteration, including but not limited to include; strike-out, white-out, etc.
- e) Bids not properly signed, witnessed, and/or sealed
- f) Bidders not having acknowledged all issued addenda

Tenders shall remain open for acceptance by the Municipality for a period of ninety (90) calendar days after the closing date.

Bidders are advised that the Municipality has a fixed budget for the completion of this contract. To ensure budget control, the Municipality states explicitly that it reserves the right to delete Areas of work during its consideration of the bid submissions, prior to the award of the contract. Contractor's submitting for consideration of this contract are doing so with the explicit understanding that the municipality has the right to delete areas of work.

1.6 EXECUTION OF CONTRACT

The successful Bidder shall be required to execute the Form of Agreement and submit the required bonding, a WSIB Certificate and Certificate of Insurance within seven (7) days of the date of notification of the acceptance of the Tender by the Municipality.

The successful Bidder shall provide a Certificate of Coverage from the WSIB at the time of execution of the Contract and upon completion of the work before final payment is made.

1.7 WORKPLACE SAFETY AND INSURANCE CERTIFICATE (WSIB)

The successful Bidder shall provide a Certificate of Coverage from the Workplace Safety and Insurance Board at the time of execution of the Contract and upon completion of the work before final payment is made.

1.8 CERTIFICATE OF INSURANCE

At the time of execution of the Contract the successful Bidder shall submit a certified copy of a comprehensive policy of public liability and property damage insurance in the minimum amount of \$5,000,000.00 naming the Municipality as an additional insured.

Specific details of the insurance requirements are given in Section GC6 of the General Conditions (OPS).

1.9 BIDDER'S INVESTIGATIONS

The Bidder is referred to Section GC7.01 of the General Conditions (OPS) concerning required investigations prior to submitting a Tender.

1.10 QUANTITIES

Quantities provided are estimates only. Reference should be made to Section GC8.01 of the General Conditions (OPS) for information concerning variations in actual quantities.

1.11 SALES TAXES

Tender prices shall not include HST.

1.12 MAINTENANCE PERIOD

Upon written Notice of Acceptance of the work, the 12 month maintenance period will begin. A 5% maintenance holdback will be applied to this project, and held until successful completion of the maintenance period.

1.13 LIQUIDATED DAMAGES

The Bidder is referred to Section 4.6 "GC8.02.09 Liquidated Damages" where the damages are set at \$200.00 per day.

1.14 SCHEDULING OF WORK

The Municipality reserves the right to stage the work. The Contractor shall submit a schedule after the Contract has been awarded showing all aspects of the work from mobilization to final restoration. **The project shall be completed no later than October 17, 2026.** Once work has began the contractor is required to work continuously

until complete.

AODA Requirements

The Vendor shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Regulation) produced pursuant to the Contract shall be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and shall be provided in accessible Word, Excel, PowerPoint, PDF, etc.

In accordance with Ontario Regulation 191/11 (Integrated Accessibility Standards Regulation), the vendor is responsible to ensure that all of its employees and volunteers are adequately trained. The Municipality may request training logs from the vendor.

All finished construction must be AODA compliant.

MUNICIPALITY OF LAMBTON SHORES

2026 CAPITAL PROJECT – ASPHALT RESURFACING SECTION

2: FORM OF TENDER

To: The Mayor and Council, Municipality of The Village of Burk's Falls,
hereinafter called "Municipality".

TENDER FOR: 2026 CAPITAL PROJECT – ASPHALT RESURFACING

Name of Firm or Individual Submitting the Tender:

Address: _____

Name of Person Signing for Firm: _____

Position of Person Signing for Firm: _____

Telephone: _____

Facsimile: _____

I/We, the undersigned, having carefully examined the site of the proposed work, and having read, understood, and accepted the Provisions, Specifications and Conditions listed herein, each and all of which form part of this Tender, hereby offer to furnish all machinery, tools, labor, apparatus, plant and other means of construction; all materials, except as otherwise specified in the Contract; and to complete the work in strict accordance with the Provisions, Specifications and Conditions listed herein for the price of (including HST):

\$ _____ (words)

\$ _____ (figures)

Total HST \$ _____

Total (must equal price bid): \$ _____

The estimated cost all areas: \$ _____

Should additions to or reductions from the dimensions or quantities shown on the Plans be made, additions to or deletions from the above price shall be as shown on the attached Schedule of Unit Prices, subject to the General Conditions related hereto.

I/We hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

I/We hereby agree that the work specified in the Tender will be performed in strict accordance with the attached Schedule of Provisions, Specifications, and Conditions. I/We hereby agree that the Sub-Contractors listed on the attached Schedule of Sub-Contractors are the only Sub-Contractors proposed to be used on this work and that changes will be made only with the approval of the Municipality in accordance with **Section GC3.1 of the OPSS General Conditions**.

I/We hereby agree that the project shall be complete no later than **October 17, 2026**.

SCHEDULE OF ITEMS AND PRICES

Bidders are advised that the Municipality has a fixed budget for the completion of this contract. To ensure budget control, the Municipality states explicitly that it reserves the right to delete Areas of work during its consideration of the bid submission, prior to the award of the contract. Contractor's submitting for consideration of this contract are doing so with the explicit understanding that the municipality has the right to delete areas of work, and by affixing his or her seal/signature to this bid document the Contractor is agreeing that the Municipality shall retain this right to delete work areas from the contract during its review of bid submissions, and prior to award of the contract.

Refer to **SECTION 4** and **SECTION 5** for detailed contract specifications.

Traffic Control to be completed per Book 7 of the OTM.

Item	Description	Qty./Unit	Price	Amount
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Elm Street (meters.)

- | | | | | | |
|----|---|----------------|----------------|----------------|------------------|
| 1. | Mobilize & demobilize | 1 | LS | | \$_____ plus HST |
| 2. | Fine grade and compact existing granular base. | 728 | M ² | \$ ____ / m2 | \$_____ plus HST |
| 3. | Fine grade prep, compact, supply and install one 50 mm of HL4 lift. | 93 | tonne | \$_____/ tonne | \$_____ plus HST |
| 4. | Fine grade, prep, compact, supply and install asphalt gutter | 110 | M | \$_____/M | \$_____ plus HST |
| 5. | Adjust Maintenance Holes and Valves as required. | 2 valves, 1 MH | LS | | \$_____ plus HST |

SUB-TOTAL \$__

Plus HST

TOTAL
TENDER

\$ _____

SCHEDULE OF SUB-CONTRACTORS

COMPANY NAME	CONTACT
1.	
2.	
3.	
4.	
5.	

Signed at the _____ of _____

In the District of _____ this _____ day of _____ 2026.

<u>CONTRACTOR SIGNATURE</u>	<u>WITNESS SIGNATURE</u>
_____ Name	_____ Name
_____ Position Held	_____ Signature
I/WE have authority to bind the corporation:	_____ Date
_____ Signature	
_____ Date	

BIDS NOT SIGNED OR WITNESSED CORRECTLY WILL BE REJECTED

MUNICIPALITY OF THE VILLAGE OF BURK'S FALLS

2026 CAPITAL PROJECT – ASPHALT RESURFACING SECTION

3: FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this ___ day of ____

**BETWEEN: _____ of
_____ in the
District of _____ and Province of Ontario**

(hereinafter called “The Contractor”)

THE PARTY OF THE FIRST PARTY

and

THE MUNICIPALITY OF THE VILLAGE OF BURK'S FALLS

(hereinafter called the “Municipality”)

THE PARTY OF THE SECOND PART

WITNESSETH, that the Contractor, 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 Engineer, to do all the work as described hereafter, furnish all materials except as herein otherwise specified, and to complete such work in strict accordance with the Plans, Specifications, and Tender therefore, which are identified and acknowledged in the Schedule of Provisions, Drawings, Specifications and Conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

DESCRIPTION OF WORK

Supply all labour, equipment, and materials as necessary to pave areas within The Municipality of The Village of Burk's Falls, including all areas and miscellaneous repairs per the tender document. The work will include but not exclusive to grading, asphaltting, site restoration and all things necessary to complete this contract.

The Contractor further agrees that they will deliver the whole of the works completed in accordance with this Agreement and that the project will and be completed no later than **October 17, 2026.**

The Contractor agrees that any monies due to the Municipality as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, the Municipality agrees to pay the Contractor for all work done in the sum of:

_____ (\$ _____)

Subject to such additions and deductions as may be properly made under the terms hereof.

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

IN WITNESS WHEREOF, the Contractor and the Municipality have hereto signed their names and set their seals on the day first above written.

CONTRACTOR

Name of Contractor

Address

Position Held

Signature of Contractor or Seal of Corporation

Witness

THE MUNICIPALITY OF THE VILLAGE OF BURK'S FALLS

Mayor

Clerk

Municipal Seal

THIS _____ DAY OF _____ 2026

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4.1	General Conditions	
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4.3	Section GC-7	Contractors Responsibilities
4.4	Section GC-1.06	Time and Order of Completion
4.5	Section GC8.02.09	Liquidated Damages
4.6	Working Hours	
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MUNICIPALITY OF THE VILLAGE OF BURK'S FALLS

2026 CAPITAL PROJECT – ASPHALT RESURFACING

SECTION 4: SPECIAL PROVISIONS – GENERAL

4.1 GENERAL CONDITIONS

This Special Provision amends and takes precedence over certain Sections of the General Conditions OPSS dated August 1990. All Sections not amended by the Special Provisions shall take precedence in the order set out in Section GC2.02.

4.2 SECTION GC-8 ACCEPTANCE OF WORK

The written notice of acceptance shall specify the date of commencement of the twelve (12) month Maintenance Period. The Contractor shall be responsible for any maintenance or corrective measures required as a result of faulty workmanship or materials during the Maintenance Period.

4.3 SECTION GC-7 CONTRACTOR RESPONSIBILITIES AND CONTROL OF THE WORK

Maintaining roadways Detours Paragraph GC7.06 is amended to read as follows: The cost of supplying all labour, equipment and material required to maintain in a satisfactory condition for traffic, a road through the work including any detours constructed in accordance with the Contract or with the approval of The Village of Burk's Falls, shall be paid by the Contractor.

The Contractor may reduce the number of traffic lanes to one lane in the immediate vicinity of the construction work in progress. No road may be closed without the authorization of the Village of Burk's Falls and provisions of adequate detours. All traffic control shall conform to Book #7 of the Ontario Traffic Manual

The Contractor's attention is drawn to Paragraph CG-7.01.06 referencing the Occupational Health and Safety Act.

4.4 SECTION GC1.06 TIME AND ORDER OF COMPLETION

The work shall be completed and full possession thereof given to the Municipality by October 17, 2026, subject to any extensions allowed under Section GC3.07.

4.5 GC8.02.09 LIQUIDATED DAMAGES

In the event that all work is not completed within the allowed time it is agreed that damage will be sustained by the Municipality, and that is and will be impracticable and extremely difficult to ascertain the actual value of the damage sustained. It is agreed that the damages shall be estimated to be and that the **Contractor shall pay the Municipality as Liquidated Damages the sum of Two Hundred Dollars (\$200.00)** for every calendar day, excepting Saturdays, Sundays, and Statutory Holidays, taken to complete the work in excess of the allowed time for completion. The Municipality may deduct any amount due under this Section from any monies that may be due or payable to the Contractor on any account whatsoever.

The liquidated damages payable under this Section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the corporation.

4.6 WORKING HOURS

A working day will be considered any day excluding Saturdays, Sundays, and Statutory Holidays. For the purpose of this contract working hours will extend from 7:00 a.m. to 7:00 p.m.

4.7 PAYMENT OF WORKERS GC8.02.06 LABOUR CONDITION

The Contractor shall adhere to the Ministry of Labour fair Wage Policy for the "Provincial Zone".

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MUNICIPALITY OF THE VILLAGE OF BURK'S FALLS

2025 CAPITAL PROJECT – ASPHALT RESURFACING

SECTION 5: SPECIAL PROVISIONS – SPECIFICATIONS

5.1 GENERAL

This Special Provision amends and takes precedence over certain Sections of the General Conditions OPSS dated August 1990. All Sections not amended by the Special Provisions shall take precedence in the order set out in Section GC2.02.

5.2 ONTARIO PROVINCIAL STANDARD SPECIFICATIONS & STANDARD DRAWINGS

This contract document references Ontario Provincial Standards for Roads and Municipal Services, OPSS Volumes 1, 2, 3, 4, 7 and 8. Copies of the specifications referenced are available for download, free of charge, at

[MTO Technical Publications \(gov.on.ca\)](http://www.mto.gov.on.ca/technicalpublications)

It shall be the Bidder's responsibility to review the referenced specifications in their entirety.

5.3 DRAINAGE OF ADJACENT LANDS

The Contractor shall conduct his operations such that the drainage of adjacent lands will not be blocked by materials from the excavation or stockpiled backfill. At the direction of the Engineer or his designate, the Contractor shall take immediate corrective action to alleviate any drainage problems caused by his operations.

5.4 APPROVED EQUALS

The Contractor may submit a written request to use alternate materials to the Municipality for approval. Any alteration from the specified materials will be subject to approval by the Municipality of The Village of Burk's Falls. The Contractor shall not make substitution without written approval from the Engineer prior to receipt of material on site. The Contractor shall clearly state the reason for his request for a substitution and indicate clearly whether there is any additional cost, credit or no difference in tendered price as a result of the proposed alternative.

The Contractor shall be required to pay all costs for any geotechnical testing of materials which do not meet specifications. These costs will be deducted from the Contractors final payment certificate.

5.5 CHARGE ORDERS

The Contractor shall not proceed with any additions or deletions to the Contract until they have been issued a Change Order. The Change Order must be signed by the Contractor approved by the Municipality. Verbal changes by the site inspector will not be recognized for payment by the Municipality.

5.6 INSPECTION / TESTING

The Contractor will not receive payment for any aspect of the work that cannot be tested or inspected to the satisfaction of the Municipality.

5.7 LAYOUT AND GRADE CONTROL

It is the Contractor's responsibility to complete all layout necessary to control line and grade.

5.8 ESTIMATED QUANTITIES

The quantities contained in the Schedule of Quantities and Prices are estimated. Final payment will be based on "As Built" quantities.

5.9 ACCESS TO PROPERTY

The Contractor shall ensure that access to properties is restored at the end of each day.

5.10 TRAFFIC CONTROL

All traffic control and signing shall comply with current standards including Book #7 of the Ontario Traffic Manual. Payment for traffic control shall be included with the Mobilize and demobilize item for each area.

5.11 PROJECT TIMING

To assist the Contractor the following timetable is contemplated:

- | | | |
|---|------------------------------|-----------------------|
| ▪ | August 5, 2026 | Close Tenders |
| ▪ | August 20, 2026 | Award |
| ▪ | _____ (contractor to decide) | Start construction |
| ▪ | October 17, 2026 | Complete construction |

5.12 RESTORATION

The lump sum bid for restoration shall include:

- Restoration with topsoil and seed the areas disturbed by construction.
- Restoration of any damage done to roads or bridges as determined by the municipality.
- Road edge restoration with gravel or topsoil as existing conditions dictate.

5.13 PREPARATION & PLACEMENT

The preparation to areas will be at the satisfaction of the Municipality or it's representative and shall include areas to be resurfaced. The cost of this work is to be included in the unit price for resurfacing under this contract.

5.13.1 JOINT PAINTING

The provisions of OPSS.MUNI 310 section 310.07.11.02 with respect to joint painting with asphalt emulsion between courses will be specifically enforced under this Contract.

5.13.2 VALVE & MANHOLE ADJUSTMENTS

The Contractor shall be responsible to adjust all valves (water or gas), manholes, and related appurtenances, identified by the Municipality, to a grade level with the finished asphalt surface.

5.13.3 SUPPLY, PLACEMENT, AND COMPACTION OF ASPHALT PAVING MATERIAL (HL-4)

The successful bidder shall be responsible for the supply, placement, and compaction of asphalt paving material (including asphalt cement) to the limits and depths indicated previously. All paving operations shall conform to OPSS.MUNI 310.

All Materials shall conform to the following:

Granular

Granular for use in asphalt on this project shall conform to OPSS.MUNI 1003 – Material Specification for Aggregates – Hot Mix Asphalt.

Asphalt

Asphalt shall be HL-3, HL-4 or HL-8 as specified. Each mix shall conform to OPSS.MUNI 1150 – Material Specification for Hot Mix Asphalt.

Asphalt Cement

Asphalt Cement shall be **PGAC 58-28** and conform to OPSS.MUNI 1101 – Material Specification for Performance Graded Asphalt Cement.

Hot Mix Paving to the lines and grades specified or as directed by the Municipality. All paving shall conform to OPSS.MUNI 310 – Construction Specification for Hot Mix Asphalt.

Prior to roller compaction, obvious defects in the HMA material shall be corrected.

A through lane paving course shall be completed prior to the placement of adjacent side roads and other paved areas.

At the end of each completed portion and prior to opening the lanes to traffic, the completed sections of HMA course shall be ramped transversely to the existing pavement for a distance of 1.5m.

Transverse butt or stepped joints between the new HMA pavement and the existing pavement or previous days pavement shall be constructed by trimming the existing pavement edge to a straight clean vertical surface of at least 40mm. All joints to receive a solid black bituminous tack coat.

The paver shall not move more than 15m from any transverse joint until that joint has been rolled and checked with a straight edge. If the joint is not satisfactory, it shall be corrected immediately before the paver is allowed to proceed.

The Contractor shall furnish and evenly apply a solid black bituminous tack coat to the total face of asphalt joints, concrete gutters, manhole frames, catch basin frames and all other surfaces against which new asphalt paving is to be placed.

After final compaction, each course shall be smooth and true to the established crown and grade. HMA binder and surface courses shall be free from deviations exceeding 6mm and 3mm, respectively, as measured in any direction with a 3m straight edge. Work which exceeds the tolerances required shall be rejected. Rejected HMA shall be corrected by Contractor, at their expense, to the satisfaction of the Municipality by whatever means the Municipality shall deem appropriate including but not necessarily limited to: removal and replacement of all, or a portion of, the subject area with acceptable HMA, or selective milling/ grinding as appropriate.

5.13.4 PAVING OF INTERSECTIONS AND DRIVEWAYS

All intersections and paved driveways contiguous with or approaching any areas resurfaced under this contract, will be considered part of this contract and will be paved a minimum of three (3) metres or at the discretion of the Municipality or on-site inspector

Refer to OPSS.MUNI 1712, OPSS.MUNI 1716, and OPSS.MUNI 1750

5.14 LOCATION SPECIFIC INSTRUCTIONS

Elm Street (112 meters Yonge Street to Mary Street).

The successful bid will include:

- Traffic Control as per Book 7 of the OTM
- Grade and compact existing base surface prior to asphalt application. Grading

shall be performed as needed in order to obtain two percent crown or as directed by on site inspector.

- Street to be sloped 2% from the East side of street to the west side of the street for 84 meters (from Mary Street towards Yonge Street) so water goes to the gutter, then crowned 2% the last 28 meters to catch water on both sides of street.
- 81 meter asphalt gutter on the west side of the Street (ending at Yonge St).
- 28 meter asphalt gutter on the east side of the Street (ending at Yonge St).
- Apply Tack Coat to asphalt joints and manhole frames.
- Supply, place and compact one lift of HL4 asphalt (50mm).
- Contractor required to use a shuttle buggy/load transfer vehicle to ensure asphalt quality.



APPENDIX A
RFT Submission Cover



REQUEST FOR TENDER

NAME OF RFT:

Asphalt Resurfacing

SUBMITTED BY:

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