

**Corporation of the
Township of Southgate
185667 Grey Road 9
Dundalk, Ontario
N0C 1B0**



**Phone 1-519-923-2110
Toll Free 1-888-560-6607
Fax 1-519-923-9262
www.southgate.ca
info@southgate.ca**

Bid Response - Services

Service: 2026 Cold in Place & Double Surface Treatment

Name of Company

Address

Telephone #

Name of Person with Signing Authority

Position of Person with Signing Authority (Please print using ink or type)

Bid documents received at:

**Township of Southgate
Attn: John Watson
185667 Grey Road 9,
Dundalk, Ontario N0C 1B0**

Or can be submitted electronically clearly marked "**16 - Cold In-Place & Double Surface Treatment**" via email to **tenders@southgate.ca**

Township Contact/Project Liaison: John Watson

Email address: jwatson@southgate.ca

Notice to Bidders Regarding this Document

Contractors are advised to carefully read the clauses in this document as a Contract Agreement and confirm acceptance of same with approval below:

Witness

Signature of Signing Authority

Date: _____

Instructions to Bidders - Services

Services Information

Sealed tenders document clearly marked "**16-2026 Cold in Place & Double Surface Treatment**" must be addressed to the following:

Township of Southgate
Attention: John Watson
185667 Grey Road 9,
Dundalk, Ontario N0C 1B0

Or can be submitted electronically clearly marked "**16 - Cold In Place & Double Surface Treatment**" via email to **tenders@southgate.ca**

Submission deadline is April 16, 2026, at 12:00pm

Scope of Services Required

The intent of this bid is to secure Tender pricing for 2026 Double Surface Treatment construction season for various locations within the Township limits.

Examination of Site(s)

Each Contractor is recommended by the Township of Southgate to visit the site of the proposed work before submitting the bid documents and must be satisfied by personal examination as to the local conditions that will be present while completing the specified work. The Contractor shall determine the difficulty of the requirements to be encountered. The Contractor shall not claim that there was any misunderstanding of the terms and conditions of the contract relating to site conditions at any time after submission of their proposal.

Project Location(s)

Location: Southgate Road 12 between Southgate SDRD 21 and Grey Road 8

Contacts

Any questions or concerns arising out of this procurement document, should be addressed to:

Name & Title: John Watson
Phone: (519)923-2110 ext. 250
Email Address: jwatson@southgate.ca

All questions and requests for interpretation or clarification are to be made in writing to John Watson and shall use the subject line "**16-2026 Cold in Place & Double Surface Treatment**"

For Services information requirements and/or site visits the contact person is:

Name & Title: Paul Stevenson
Phone: (519) 323-6084
Email Address: pstevenson@southgate.ca

Proposal Opening

The opening of the submissions shall commence just after 1:00pm April 16, 2026, unless the CAO or designate acting reasonably postpones the start to some later hour, but the opening shall continue once started, until the last bid is opened.

The opening will be held virtually, please use the following link to access the opening.

Join Zoom Meeting

<https://zoom.us/j/97403569387?pwd=EdSTGmnxs7tbxeoRfU1PvMoHvbUp2H.1>

Meeting ID: 974 0356 9387

Passcode: 053354

Project Timelines

The Township of Southgate approximate project timelines are as follows:

- i. Procurement Closing date: April 16, 2026
- ii. Commencement of Bid Evaluations: April 17, 2026
- iii. Recommendation to Council for Approval: May 6, 2026
- iv. Notification of Successful Contractor: May 7, 2026
- v. Start Quote Date: Summer 2026
- vi. End Quote Date: September 30, 2026

Payment Terms:

Each bid proposal shall provide a payment terms based on the bid price submitted for the service as work is completed.

General Conditions - Services

Extent

The Contractor shall be liable for all costs of doing the work including labour, equipment and all materials to complete the service work.

Contractor's Responsibility

Upon notification of acceptance of the contract and before the commencement of work, the contractor must provide the Township of Southgate with a Certificate of Insurance as per the following:

- (a) The Contractor shall be protected and indemnify and save harmless the Corporation of the Township of Southgate from any and all claims which may arise from the Contractor's operations where bodily injury, death or property damage is caused, and shall, without restricting the generality of the foregoing, maintain insurance acceptable to Southgate, subject to limits of liability of not less than \$3 million inclusive.
- (b) All liability policies shall be written in such terms as will fully protect the Contractor notwithstanding his assumption of liability and his indemnity covenants under the contract.
- (c) All liability insurance policies shall be written in the names of the Contractor and the Corporation of the Township of Southgate and shall be subject to a cross liability clause. The Contractor agrees to provide to Southgate a Certificate of Insurance in compliance with the above including a warranty that the insurer will not cancel said policies without thirty days written notice of such cancellation provided to Southgate. Such certificate shall clearly indicate the amount deductible/applicable, if any.
- (d) Certificate of such other insurance as the owner may from time to time deem necessary.
- (e) The Contractor shall maintain such insurance and pay such assessments as to protect both the contractor and the owner from claims under the Workers' Compensation Act.

Workers' Compensation

The Contractor shall submit a Clearance Certificate every 60 days during the active working period and at completion of contract.

Protection of Property

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this contract. Any damage done to Southgate's or surrounding property must be made good to the satisfaction of Southgate.

Applicable Legislation

- a) The Contractor shall comply with all applicable Provincial and Federal legislation and regulations, including the Occupational Health & Safety Act and pertinent Southgate by-law.
- b) Municipal Freedom of Information and Protection of Privacy Act – Any personal information provided in this document will be used for selection purposes only as per the Municipal Freedom of Information and Protection of Privacy Act.
- c) Accessibility for Ontarians with Disabilities Act, 2005 – The successful contractor must follow the Township of Southgate Accessible Customer Service Policy under the AODA, 2005 and provide proof that training requirements have been met.

Protection

Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workmen, by accidents around and adjacent to the project.

Termination

If, at the discretion of the Township of Southgate, there is default by the Contractor of any of the terms contained herein, Southgate shall have the right to terminate the contract upon giving the Contractor twenty-one (21) days notice to address the concerns or issues to successfully complete the project.

Upon termination of the contract, the balance of the contract price shall be forfeited.

Acceptance or Rejections

- Lowest or any Bid proposal is not necessarily accepted.
- All Bid proposals must provide pricing for each of their submissions.

Southgate reserves the right to award the services required to the contractor with the best proposal for the Township of Southgate. Southgate also reserves the right to reject any or all bids or award the contract to other than the lowest bid received, if in Southgate's opinion, it is in the best interest of the Township.

Site and Project Progress Meetings with Contractor

The successful bidder will be required to hold project site meetings at least once every 30 days, or more frequently, if required by the Contractor or the Township's project management review team.

Proposals to Include

- a) Description of Firm - Firm's brief history with highlights of services provided.
- b) Curriculum Vitae/Expertise - An outline of qualifications and experience of the team members, including all sub-contractors to be assigned to complete any of the services. Indicate the names of all personnel, and experience that will be involved in the delivery of the service to the Township.
- c) Team Organization - The respective roles and responsibilities team members will take in the project team organization and in the development of design/tender documents, contract administration and commissioning of the project.

- d) Experience - Brief documentation on significant similar services, with client references, together with a brief description of all other services of relevance.
- e) Delivery Schedule - An outline of the approach proposed to meet the requested schedule(s) and what other resources will be made available by the proponent to meet service schedules should delays occur.
- f) Cost Control - An outline of the approach proposed to effect cost control for the Township.

Evaluation and Selection - Services

Selection Process

Proposals will be assessed based on information provided by the Respondent at the time of submission. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Township of Southgate and reserves the right to interview and facilitate presentations in order to gain additional detail outside of the proposals received.

Evaluation Criteria

Proposals will be assessed against the following criteria. The Township reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

	Evaluation Criteria	Weight Factor
1.	Qualifications and Experience of Company	10
2.	Equipment capability & reliability.	10
3.	References - Service Delivery and Scheduling	10
4.	Approach to Cost Control	10
5.	Project Cost	60
	Total	100

Note: Weight factors may be changed based on the type of procurement process, the type or items being purchased and the importance of pricing versus other evaluation criteria.

The Township reserves the right to reject any or all proposals. The Township also reserves the right to not proceed with the services proposal without stating reason thereof.

Selection of a proposal(s) will be based on all the above criteria and any other relevant information provided by the Respondent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the

formation of a contract. Nor shall it create any obligation on the Township to enter into further discussions.

Respondents shall include in their proposal a minimum of three (3) project references demonstrating the capability and capacity to provide the services. The services required will be awarded to the respondent who, in the sole judgment of the Township, provides the best overall value. The Township will not be obligated to select the lowest cost or any proposal.

The Township reserves the right to conduct references on the Respondents, the results of which may affect the award decision.

Proposal Specifications/Requirements - Services

1. Scope of Services and Work Required: Cold In Place recycling FD=EA (OPSS331) 50mm of existing asphalt and 50mm of granular being recycled with addition of new AC (PG5828) of Southgate Road 12 from Southgate SDRD 21 to Grey Road 8 2.1kms. With a Double Surface Treatment applied to the recycled surfaces.
2. Specifics and Details of Services Expectations: The road will be recycled to a depth of 100mm with a finished surface width of 6.8m.
3. Special provisions: The price for these items shall also include traffic control according to the Ontario Traffic Manual Book 7, Temporary Conditions. The contractor shall also provide a "Traffic Control Plan" to the owner for review and approval prior to any work being carried out.

In addition, the contractor shall comply with the provisions of Section 188 of the Ontario Regulation 627/05 made under the Occupational Health & Safety Act as it relates to the electrical hazards and separation distances between construction equipment and overhead power lines.

Tender for Contract

The Contractor has carefully examined the provisions, plans, 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 other 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.

It is agreed that the tender quantities are estimates only and may be increased or decreased by the municipality without alternation of the contract price.

I/We (the Contractor) promise to complete this contract on or before September 30, 2025. Should I/We (the Contractor) fail to complete this contract on/or before the above date the Contractor will pay the Township of Southgate a penalty amounting to \$500.00 for each day this Contract is not completed after the above date.

By

Name of Firm or Individual (Hereafter referred to as "The Contractor")

Address (Postal Code)

Name of Person Signing For Firm (Signature)

Office of Person Signing For Firm (Telephone Number)

Tender Requirements

Basis of Rejection of Tender

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

Bids received after closing date.

Bids received on other than the tender form supplied.

Bids not completed in ink or by typewriter.

Incomplete bids (all items not bid).

Qualified or conditional bids.

Bids not properly signed or sealed.

Lowest Bidder not necessarily excepted.

Liability Insurance

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage insurance acceptable to the municipality providing insurance coverage in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy shall name the municipality as an additional insured thereunder and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started. WSIB certificate must also be provided.

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 Subcontractor and acknowledges that no refund of tax shall be granted to him or to any Subcontractor on any fuel or 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.

Notice of Project

To be filed with the Ministry of Labour using (Ministry of Labour form 0175) by contractor

Completion

Time shall be of the essence of this agreement.

Public Works Manager

Means the Council of the Municipality or such other persons, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

Weighing

Weighing shall be carried out in accordance with the Ontario Provincial Standard Specification 102 current at the time of this contract.

Damage by Vehicles and Other Equipment

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

Loading of Motor Vehicles

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

Contractor Health and Safety Agreement - Services

It is our objective at the Township of Southgate, to provide all persons within our workplace, the opportunity to work in a safe environment. It is the Municipality's Policy to totally eliminate all accidents through Health and Safety Standards. All Employees, Contractors, Subcontractors, Suppliers and any other Service Providers to our projects must co-operate and make all reasonable efforts to ensure the maximum protection and minimum inconvenience to the general public, occupants, and the environment.

The Township of Southgate believes the following ideals must be accepted and followed in order to ensure safety on our projects:

1. Any Contractor hired by Southgate must ensure that their employees have safety training and certificates equal or exceeding the requirements set forth in the current Occupational Health and Safety Act and current regulations.
2. The Contractor(s) on the project must work in conjunction with Southgate's appointed Health and Safety representatives. All Contractors must follow Health and Safety policies set forth by Southgate. By submitting this bid, the contractor agrees that they have read, understood and will follow The Township of Southgate's Occupational Health & Safety Policy, as well as the Harassment & Violence Policy; policies 33A & 33B respectively. These policies can be found on The Township of Southgate's website at **southgate.ca**.
3. The Contractor must report and investigate all incidents, and near accidents to the Southgate's Public Works Manager, and Health and Safety representatives within 24 hours.
4. Health and Safety issues will always be given immediate attention by the Municipality, its representatives, contractors and subcontractors.
5. All applicable current and environmental legislation/regulation(s) are considered a minimum requirement.
6. All employees, contractors/sub-contractors, suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to Southgate's Project/Site Supervisor or the Township of Southgate's Occupational Health and Safety Committee.

Failure to adhere to one of the above stated requirements would jeopardize the Health and Safety of all. Through a safety conscious workforce, the quality of work and production will ensure safe and timely project completion. All accidents will be investigated to determine the causes and corrective actions to prevent recurrence. Disciplinary Action in the form of:

Step 1 - verbal warning

Step 2 - written warning

Step 3 - notification to the Ministry of Labour re: Health and Safety Violations of the Legislation/regulation(s), and unsafe work practices.

Southgate takes pride in the commitment of our employees and contractors and will take the necessary steps to ensure Health & Safety on all projects.

Note: A WSIB Certificate must be attached.

Contractor Approval: _____ **Phone Number:** _____

Required Bidder Documents Checklist – Upon Award of Tender

Contractor Responsibilities	Municipal Required	Contractor Submitted
<p>Documentation:</p> <ul style="list-style-type: none"> * WSIB Clearance Certificate (equivalent private) * Liability Insurance Certificates \$3,000,000 minimum * Health & Safety Policy Statement and Operating Procedures * WHMIS 2015 Training completed (Proof required by the successful bidder) * SDS Sheets for all hazardous materials to be on work site * Traffic Plan & Control Training 	<div style="display: flex; flex-direction: column; align-items: center; gap: 10px;"> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> </div>	<div style="display: flex; flex-direction: column; align-items: center; gap: 10px;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>
<p>General Requirements:</p> <ul style="list-style-type: none"> * Comply with all Legislation, Regulations and Codes * Enforce compliance with Municipal issues safety violations * Perform regular safety inspections of project * Employ only qualified competent workers on project * Provide competent on-site supervision * Provide copies of MOL reports, orders, charges related to project within 24 hours of receipt * Provide accident reports for critical injuries related to this project to Municipality within 24 hours and all other accidents within 3 days 	<div style="display: flex; flex-direction: column; align-items: center; gap: 10px;"> <input checked="" type="checkbox"/> </div>	<div style="display: flex; flex-direction: column; align-items: center; gap: 10px;"> <input type="checkbox"/> </div>

Signature: _____

Dated: _____ 2026

Required Bidder Documents Checklist con't. - Projects

Safety Requirements for Workers if applicable	Municipal Required	Contractor Submitted
Protective Equipment Required: * Safety Glasses/Goggles * Fall Arrest/Travel Restraint * Safety Footwear * Hard Hat & Safety Vest * Respirator * Lock & Tags for Lockout/Tagout * Hearing Protection * Chainsaw Gloves, Visor & Chaps * Class 2 Rubber Gloves Required Signage and Barricades for Book 7 requirements	<input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Other Requirements	Municipal Required	Contractor Submitted

Signature: _____

Dated: _____ 2026

Bidder Information Responses - Services

Statement of Qualifications:

Experience—Statement of Companies expertise in this Business

Note: Attach any brochures and company profile that would support this section.

Contractor References

Company	Contact	Phone #

Locations to be done

Southgate Road 12 from Southgate SDRD 21 to Grey Road 8

See Map below

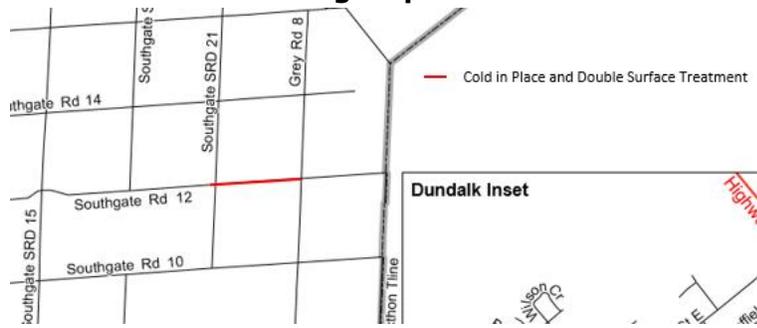
Bid Form Pricing Submission - Services Bid Proposal

Pricing: Supply all labour, equipment and material to complete the following:

- Traffic Control
- Supply and place asphalt emulsion HP 200 or approved equivalent in accordance with MUNI 304 and MUNI 1103
- Supply and place class 6 aggregate in accordance with MUNI 304 and MUNI 1006

Mix Design: *The mix design shall be the responsibility of the Contractor. The job-mix formula selected for use by the Contractor shall produce Surface Treatment that is in accordance to all requirements specified as per OPSS 304 unless otherwise stipulated in the Contract Documents.*

Locations on Following Map



Project Location	FD-EA (OPSS331) Cold in Place Price/m2	New Liquid AC (PG5828) Price/kg	Double Surface Treatment Price/m2	Total Cost for Project w/out HST
Southgate Rd 12 between SDRD 21 and Grey Rd 8 14280 m2 CIP 96000 kg liquid AC 14280 m2 DST 51500L emulsion HP200 600 MT HL3 chips				
Total Price without HST				

Bidder Checklist and Submissions Requirements-Services

Proposal Submission Inclusions:

The RFP proposal submission shall include the following documents:

1. A copy of this RFP document as provided with all signature approvals.
2. Complete the Contractor Health & Safety Agreement form.
3. Complete the Services Compliance Acknowledgements.
4. Complete the Required Bidder Documents Checklist forms.
5. Provide the Bidder Information Responses.
6. Complete the Bid Form Pricing Submission.
7. Include the Bid Deposit if applicable.
8. Complete the Bid Form Declaration; and
9. Provide any supporting documentation, materials, proposal explanations, etc. will be accepted and used as part of the selection process.

Services Contacts & Compliance

The purpose of this document is to determine a contractor’s ability and intention to comply with the Township of Southgate’s contractor safety requirements.

Contractor Company Name: _____

Contractor Phone: _____

Cell phone: _____

Site Supervisor: _____

Company Health & Safety Rep: _____

Bid Form Declaration - Services

This Bid Proposal is submitted by: _____

To: The Township of Southgate

1. I _____ **OF** _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the contract proposed to be taken.

2. I **FURTHER DECLARE** that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Bid for the same service and is in all respects fair and without collusion or fraud.

3. I **FURTHER DECLARE** that no employee of the Township or elected official is or will become interested directly or indirectly as a contracting party or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. I **FURTHER DECLARE** that the several matters stated in the said Proposal are in all respects true.

5. I **FURTHER DECLARE** that I have carefully examined the Proposal, Instruction to Bidders, General Conditions, Proposal Specifications/Requirements proposed and hereby acknowledge the same to be part and parcel of any contract to be let for the service therein described or defined and do all the work and to provide the services of the requirement mentioned for the prices stated on the Bid Form Pricing Submission.

6. I **FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

7. I **FURTHER DECLARE** that this offer is to continue to be open to acceptance until the formal awarding is made to the successful Bidder for the said service OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted.

8. I **FURTHER DECLARE** that the awarding of the service based on this Proposal by the Township shall be an acceptance of this Proposal.

9. I **FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Proposals, or to carry out the works in any other way they deem best, and we also agree to pay to the said Township the difference between this Tender and any greater sum which the said Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Proposals; and to indemnify and save harmless the Township of Southgate and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

10. I **FURTHER DECLARE** that I have read, understood and will follow the Township of Southgate's Occupational Health & Safety Policy as well as the Harassment & Violence Policy; policies 33A & 33B respectively. The policies can be found on the Township of Southgate's website at southgate.ca.

(COMPANY NAME)

(SIGNATURE)

(ADDRESS)

(PRINT NAME & TITLE)

(CITY OR TOWN)

(WITNESS OR SEAL)

(POSTAL CODE)

(DATED)