



REQUEST FOR TENDERS RFT-PW-07-2026

Shouldering of Hwy 518

RFT Posting Date: ***July 10, 2026***

RFT Closing date and time: ***Thursday, July 30th at 2pm***

RFT Opening date and time: ***Thursday, July 30th at 2:15pm***

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1.0 INTRODUCTION/SCOPE OF WORK

The tender is issued by The Corporation of the Town of Kearney (the “Town”) for the shouldering/berm removal along both sides of Hwy 518/Chetwynd Road between Main Street and Loon Lake Road. An approximate distance of 19 km

It is highly encouraged that the contractor do a site visit as there are some areas within the 19 km that may not need any work.

All proposals must be CLEARLY marked “Shouldering of Hwy 518” and forwarded to:

Public Works
Superintendent
Tom.Young@townofkearney.ca

Please note, the **primary contact** for questions during the submission process is Mr. Young. He can be contacted via email tom.young@townofkearney.ca or alternatively, by telephone: (705) 746-1735. To ensure fairness to all parties bidding on the Tender (hereinafter referred to as a “Proponent”), any and all questions that require detailed clarification or that may materially alter this tender shall be submitted in email form.

Without limiting the generality of this Tender, the successful proponent will be responsible for all works necessary in accordance with OPS Standard.

2.0 GENERAL INSTRUCTIONS TO PROPONENTS

2.1 Emailed Tenders

All Proponents shall email signed Tenders, marked as follows:

Gravel Application to Island Lake Road

2.2 CLOSING DATE/TIME

Sealed and marked Tenders will be received until 2:00 PM on Thursday July 30th, 2026. Tenders will open at 2:15 PM on the same day.

2.3 PROPONENT IDENTIFICATION

Each bid shall contain the full name of the Proponent and be duly signed by a person with binding corporate authority.

2.4 SUBMISSION OF QUOTATION

- **Form of tender:** Tender shall be submitted on the blank form herewith provided and shall give the lump sum and/or unit prices for the work, and the total tender shall be described in both words and figures.
- **Proponent Information Experience:** The Proponent information experience shall be submitted on the blank form herewith provided.
- **Addenda:** Proponents shall sign and date all addenda and attach copies to the submitted tender.
- **Tender Deposit.** Proponents shall submit a certified cheque or bid bond in the amount of 10% of the tender price.

2.5 ACKNOWLEDGEMENT

The Proponent acknowledges that they have carefully reviewed this Tender, including any and all other related all relevant documents, and understands the scope of work proposed; further, they confirm that their Tender is based entirely on the terms, specifications, requirements and conditions as set out in the Tender document.

2.6 INELIGIBILITY BASED ON PAST PERFORMANCES

The Town reserves the right to disqualify a Proponent due to the Proponent's past performance on previous contracts awarded, failure to complete awarded work, or termination of previous contracts.

2.7 TAXES – HARMONIZED SALES TAX (HST)

The 13% Harmonized Sales Tax will be paid on all work performed within the contract. It will be listed as a separate item on all tender documents and adjusted on final payment in accordance with the final contract price.

2.8 ACCEPT OR REJECT PROPOSALS

The Proponent is advised that the Town reserves the right to reject any or all bids. The Town may also, at its sole discretion, award the proposed work to other than the lowest bidder. The Proponent is advised that failure to satisfy any term or condition of this Tender may result in rejection of said Tender. Further, any incomplete bids, bids not properly signed/dated, bids received after the closing date/time, bids that contain restrictions and/or provisions, bids with incomplete calculations, bids lacking required information (bonding/proof of insurance), will be rejected as incomplete.

2.9 EXCLUSION OF PROPONENTS IN LITIGATION

The Town may, in its absolute discretion, reject a bid submitted by a Proponent, at any time, if the Proponent:

- Is a party to litigation with the Town;
- Is directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Town; or
- Intends to use a sub-contractor in respect of the specific project who is a party to litigation with the Town, or, who, directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Town.

For the purposes of this section, the phrase “party to litigation with the Town” includes cases in which the Proponent or prospective Proponent or any of the parties named above, have advised the Town in writing of their intention to commence litigation, or have commenced or have advised the Town of their intention to commence an arbitral proceeding against the Town. In determining whether or not to reject a proposal under this section, the Town will consider whether the litigation is likely to affect the Proponent’s ability to work with the Town, its consultants and representatives, and whether the Town’s experience with the Proponent in the matter giving rise to the litigation indicates that the Town is likely to incur increased staff or legal costs in the administration of the contract if it is awarded to the Proponent.

2.10 FIRM PRICES

The Tenders received shall be quoted in Canadian Dollars.

2.11 SOLICITATION

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the Town with respect to the bid, whether before or after the submission of the Proposal, the Town shall be entitled to reject or not accept the bid.

2.12 CONFLICT OF INTEREST

The Proponent warrants that the Proponent is not employed by the Town, nor is an immediate relative of such an employee, if the products and/or services to be supplied under this Request for Tender are intended to be supplied to the department in which such employee works. If the Proponent is a company, the Proponent warrants that none of its officers, directors or employees with authority to bind the company are employees of the Town or immediate relatives of employees of the Town, if the products and/or services to be supplied under this Request for Tender are intended to be supplied to the department in which such employee works. In this section, “Immediate Relative” means a spouse, parent, child, brother, sister, brother-in-law, or

sister-in-law of a Town employee.

2.13 FREEDOM OF INFORMATION

The Proponent acknowledges that any information or documents provided in response to this Tender may be released pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA"). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documentation.

2.14 AMENDMENT OR WITHDRAWAL OF BIDS

A Proponent may amend or withdraw their Tender prior to the closing date and time by submitting a clear and detailed written notice to the Tender contact. All Tenders become irrevocable after the closing date and time.

2.15 ACCEPTANCE OF BID

If a Proponent's bid is accepted, the Proponent shall execute an agreement to undertake the scope of work (as defined in this Tender) within seven (7) days of Notice of Award to the successful Proponent.

2.16 ONE ELIGIBLE TENDER

In the event of only one eligible Tender submitted for the above project, it is understood and agreed, by the Proponent concerned, that the Town, may, at its option, re-issue the Tender for better response, without any change being made to the Tender document.

2.17 TENDER QUANTITIES

The quantities shown for the unit prices are estimated only and are for the sole purpose of indicating to Proponents the general magnitude of the work. For any work done or materials supplied on the unit price basis, the successful Proponent will be paid for the actual measured quantities at the respective unit prices tendered. All Tenders shall show applicable tax as a separate line item.

2.18 CONTRACT PERIOD

The contract shall be dated 7 days from the awarding the Tender.

2.19 ADDENDA

In the event that questions/responses to this Request for Tender require amendments or modifications to the original document, such amendments shall be advertised on the Town's Website (www.townofkearney.ca). It is the Proponent's sole responsibility to review the aforementioned website for any amendments/modifications to this Request for Tender.

2.20 QUESTIONS/CLARIFICATIONS

A Proponent shall direct any and all questions relating to this Request for Tender to the principal contact Tom Young via e-mail by no later than 2 (two) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this Request for Tender, the Proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction or clarification of same. The primary contact will determine the extent of resolution required.

3.0 GENERAL CONDITIONS

3.1 EXTENT

The successful Proponent (also referred to herein as the “Contractor”) shall be liable for all costs of doing the work, including labour, benefits, equipment, operating materials, and taxes.

3.2 TENDER DEPOSIT

Each Proponent is required to submit a certified cheque or bid bond in the amount of 10% of the tender price. *Photocopies or faxed copies of bid deposit will result in a Tender being rejected.*

The tender deposits of all Tenders except the two lowest bids will be returned within ten days from the date of opening quotations. The tender deposits of the two lowest bids will be retained until a Tender has been accepted, and all documents required herein have been furnished to the satisfaction of the Town.

3.3 PROPONENT’S COSTS

The Proponent will bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this Tender process. In no event will the Town be liable to pay any costs or expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of this Tender process.

3.4 ACCEPTANCE OF SURFACES

It is the Contractors’ responsibility to examine the work of other sub trades on which the quality of their respective work depends. Any unsatisfactory site conditions or defects affecting the work shall be brought to the attention of the principal contact. Commencement of work will imply acceptance of the preexisting conditions.

3.5 PERMIT, LICENSE & REGULATIONS

The Proponent shall apply and pay for all necessary permits, licenses, approvals and consents required for the execution of the work. The Proponent shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Proponent shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

3.6 AUTHORITY TO CHANGE

No changes shall be made to the Tender Specifications without the approval of the Town.

3.7 ACCESSIBILITY

The Town is committed to the accessibility principles of preventing and removing barriers in accessing goods and services to people with disabilities and is bound by the Standards under the *Accessibility for Ontarians with Disabilities Act, 2005*, 2005, S.O. 2005, c.11 (the “AODA”) as may be amended from time to time. The Contractor shall comply with all applicable requirements of the AODA, including Ontario Regulation 191/11 (Integrated Accessibility Standards), as amended. The Contractor shall ensure that all employees, agents, and subcontractors who provide goods or services on behalf of the Town have received accessibility training as required under the AODA and its regulations.

3.8 OCCUPATIONAL HEALTH AND SAFETY ACT

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The Contractor's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1. The Contractor acknowledges that they will comply with these regulations and that they will be the Constructor under said Act as it relates to the completion of this tender and they shall fulfill all statutory obligations associated therewith.

3.9 LOCATION OF SERVICES

It is the responsibility of the Contractor to locate services prior to commencement of work.

3.10 INSPECTION AND TESTING

The Town and/or its' representative shall at all times have access to the work, whether during preparation or while work is in progress, and the general contractor shall provide proper facilities for such access and inspection.

3.11 PROTECTION OF PROPERTY

- a) 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 the Town's or surrounding property must be made good to the satisfaction of the Town;
- b) The Contractor will supply adequate and competent traffic control people, if required, during the project;
- c) The Contractor shall maintain adequate fire protection at the site, portable fire extinguishers, etc., to the satisfaction of the Town.
- d) 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.

3.12 DELAY IN PROJECT

All damage, loss, expense and delay incurred or experienced by the Contractor in the execution of the work, by reason of unanticipated difficulties, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

3.13 TERMINATION

The Town reserves the right to cancel this agreement upon any violation of this agreement or the quality of work and/or performance of equipment.

3.14 ASSIGNMENT

The Contractor shall not assign the Contract nor the proceeds without the written consent of the Town.

3.15 FAILURE TO COMPLETE

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Contract, abandons the Contract or has otherwise failed to perform any of the provisions of the Contract, the Town may, upon serving written notice of intent to take action to complete by whatever means deemed necessary. In addition to any other remedy available in law or equity, the Town may use all monies due on the Contract to correct or complete said work.

3.16 CONSTRUCTION ACT

The provisions of the *Construction Act*, R.S.O. 1990, c. C.30, as amended, shall be fully complied with by the Contractor. Where a holdback is retained by the Town, then the Contractor shall be required to provide a Statutory Declaration declaring that all accounts for labour, subcontracts, productions, construction equipment, and all other indebtedness which may have

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been incurred by the Contractor in the substantial performance of the work and for which the Town may in any way be held responsible have been paid in full, before the release of any holdback by the Town.

3.17 WHMIS

The Contractor must provide a list of any designated substances and/or WHMIS controlled materials that will be brought onto the worksite, as well as material safety data sheets for the same.

3.18 ONTARIO PROVINCIAL STANDARDS (OPS)

The Contractor shall follow the specification of the Ontario Provincial Standards for roads and Public Works (OPS).
<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx>

3.19 GOVERNING PROCUREMENT BY-LAW

Tenders will be received, evaluated, accepted, and processed in accordance with the Town's governing Procurement Policies and Procedures By-Law No. 2025-54 respecting purchasing (copy available upon request). By submitting a Tender for this project, the Proponent agrees to be bound by the terms and conditions of such By-Law and any amendments thereto. Any Contract resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

4.0 INSURANCE REQUIREMENTS

4.1 INSURANCE

The Contractor, and each and every sub-contractor (if applicable) shall, for the term of the contract, take out and keep in effect with insurers licensed to carry on business in the Province of Ontario, at their own expense, the following Insurance:

4.2 LIABILITY INSURANCE

The Contractor shall maintain sufficient Public Liability insurance and shall provide to the Town proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:

- a) \$5,000,000 primary limits (or primary plus excess liability coverage equaling \$5,000,000 or greater) for both General Liability and Non-Owned Automobile Liability, coverage to include Bodily Injury, Death, Property Damage and Products/Completed Operations with a property damage deductible of not more than \$5,000; Policies to be written on an occurrence basis.
- b) Certificates must provide; for thirty (30) days' notice to the Town in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
- c) Certificates to name The Corporation of the Town of Kearney and any applicable Boards or Commissions as Additional Insureds with respect to work performed.
- d) Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.
- e) Completed Operation Coverage shall be maintained for 12 months from the date of final acceptance.

4.2.2 OWNED AUTOMOBILE LIABILITY

Automobile liability insurance in respect of licensed vehicle shall have limits of not less than five million dollars inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Town with not less than 30 days written notice in advance of any cancellation, change, or amendment restricting coverage:

- a) Standard non-owned automobile policy including standard contractual liability endorsement, and
- b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

4.2.3 ENVIRONMENTAL IMPAIRMENT LIABILITY

The Contractor and each and every sub-contractor (if applicable) shall, for the term of the contract, keep in effect with insurers licensed to carry on business in the Province of Ontario, a Policy of Insurance, providing as a minimum the following:

- a) \$2,000,000 per claim and annual aggregate protection against Liability imposed by law resulting from Environmental Damage of a sudden and accidental nature; also known as Limited Pollution Liability Coverage. Such coverage shall not be subject to a deductible in excess of \$25,000.00.
- b) Certificates of Liability to be provided allowing (30) days' notice to the Town in the event of Cancellation or non-renewal of such policy.
- c) Certificates to name The Corporation of The Town of Kearney and any applicable boards or commissions as Additional Insureds with respect to the work performed.
- d) Such coverage shall be maintained in effect continuously through the term of the contract, and renewal certificates must be provided prior to Policy expiry.

4.3 WORKPLACE SAFETY & INSURANCE BOARD

The Contractor shall at time of entering any contract with the Town or prior to receiving periodic payment(s) on substantial and/or total performance of the work, provide evidence of compliance with requirements of the Province of Ontario Workplace Safety and Insurance Board. Such a clearance certificate shall indicate that the contractor and any subcontractors have complied with the requirements and are in good standing.

4.4 INDEMNIFICATION

The Contractor shall indemnify and save harmless the Town, its officers, agents, elected officials, and employees from all losses, damages, expenses, actions, causes of action, suits, claims, demands, and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect, or refusal by the Contractor to comply with these specifications, or arising out of the performance or non-performance of the terms of the contract by the Contractor and its employees or agents, except to the extent that such liability was caused by any failure, neglect, or refusal by the Town to comply with the Contract, as arising out of the performance or non-performance of the terms of the Contract by the Town and its employees, agents, or contractors.

Without restricting the generality of the foregoing, it is understood and agreed that the Town shall not be liable for damages to any third party for bodily injury or property damage caused by accident by the Contractor or otherwise while engaged in work for or on behalf of the Town, causing either damage or injury through the negligence of the employees of the Contractor and whether or not the same shall be by reason of an accident by or with any truck, trailer, motor vehicle, or any other vehicle or equipment whatsoever. The Contractor hereby covenants and agrees with the Town to indemnify and save harmless the Town, its officers, agents, elected officials, and employees of and from all claims or damages whatsoever arising or caused by any of the acts or negligence or otherwise of the employees of the Contractor referred to in this paragraph, except to the extent that such liability was caused by the negligent act or omission of the Town and its employees, agents, or contractors.

4.5 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Tender is not finished or completed within the number of working days as set forth in the Tender, damage

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will be sustained by the Town and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the Town will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Town the sum of \$500.00 per day for liquidated damages in finishing the work in excess of the number of working days prescribed and it is agreed that this amount is an estimate of the actual damage to the Town which will accrue during the period in excess of the prescribed number of working days. The Town may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Town.

5.0 PROPONENT INFORMATION/EXPERIENCE

5.1 PROPONENT/BIDDER INFORMATION

All fields must be completed by the Proponent

Authorized Signing Authority:

(Full Name & Title)

Signature: _____

_____ I have authority to bind the Corporation

_____ Dated:

Mailing Address: _____

Email: _____

Phone _____

Fax _____

5.2 PROJECT EXPERIENCE

The Proponent must provide examples of similar work, including a list of professional references that can confirm relevant experience/qualifications as relates to the proposed scope of work identified in this Tender document.

To further determine the Proponent's capacity to undertake the scope of work, the Proponent shall list the principal staff involved in this project.

Project Examples

Project Value	Description

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PROPONENT INFORMATION/EXPERIENCE

Professional References

Contact Name	Company	Contact Email/Phone

Project Staff (Outline experience/qualifications as relates to the scope of work proposed)

Team Member #1

Name:

Role: _____

Qualifications: _____

Team Member #2 (if applicable)

Name:

Role: _____

Qualifications: _____

Team Member #3 (if applicable)

Name:

Role: _____

Qualifications: _____

If more space is needed, please provide a separate page.

6.0 FORM OF TENDER**6.1 SCHEDULE OF ITEMS AND UNIT PRICES**

Item No.	Description	Estimated		Unit price	Total
		Quantity		PRICE	
1					
	SUBTOTAL				
	H.S.T.				
	TOTAL				

*Total Tender Amount to be repeated here in writing:

_____ DOLLARS

BREAKDOWN OF TENDER AMOUNT

Approximate cost of material \$ _____

Approximate cost of Labour and other charges \$ _____

H.S.T. \$ _____

TOTAL \$ _____

7.0 SPECIFICATIONS

7.1 QUANTITIES

The quantities listed are estimated only. Payment shall be made on quantities actually measured in the field.

7.2 DISPOSAL OF SURPLUS MATERIALS

All excavated material shall become the property of the Town as noted below, and the Contractor's unit price bid for the item shall include the cost of loading, hauling, and dumping the material as directed by the designated Town's staff. The Contractor's management of excess materials shall be in accordance with OPSS 180.

1. **Earth material** shall be the property of the Town and shall be disposed of at a location determined by Town staff.
2. **Asphalt** shall be the property of the Town and shall be hauled to the Municipal Operation Center.
3. **Concrete** shall be the property of the Town and shall be hauled to the Municipal Operation Centre.

7.3 PEDESTRIAN ACCESS

The Contractor must maintain pedestrian access to all entrances at all times during construction in compliance with the Ontario Ministry of Labour requirements. If, in the opinion of the Town, the access is not satisfactory, then all work will be ordered stopped until proper access is achieved.

7.4 RIGHT TO PERFORM WORK IN HOUSE

The Town further reserves the right to perform any of the described work with its own forces as time and availability permit.

7.5 LABORATORY TEST METHODS

Laboratory test methods shall be in accordance with the Ministry of Transportation of Ontario ("MTO") laboratory testing manual, and field tests shall be in accordance with accepted MTO practice.

7.6 SHOULDERING/BERM REMOVAL

The shouldering/berm removal project of approximately 19 kms. Contractor responsible for hauling away material and traffic control. The Town will supply dump sites for surplus material.

It is highly encouraged that the contractor do a site visit as there are some areas within the 19 km that may not need any work.

7.7 LOCATION OF WORK

The location of asphaltting will occur on the pulverized areas of Clam Lake Road. as directed by the Town.

7.8 TIMING OF CONSTRUCTION

Work shall be completed within 20 working days of notification by the Town of each work task assigned to the Contractor. The full tendered contract must be completed by no later than September 15th, 2026.

7.9 PAYMENTS

The Contractor shall be paid on a monthly basis, for all work, which in the opinion of the Town, has been satisfactorily completed. The Contractor's invoice must state the location of the work performed, the unit price, and the extended price of each job for which work is deemed to be completed.

8.0 GENERAL CONDITIONS

The following specifications which may apply to this project are not included with this Tender package. If the Proponent does not have OPSS and OPSD documents, it should go online at <https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx> or copies.

8.1 LIST OF CONTRACT SPECIFICATIONS

OPSS 1001 Material Specification for Aggregates - General

9.0 FORM OF TENDER

TO: The Corporation of the Town of Kearney

The underlined Proponent has carefully examined the Form of Tender document.

The underlined Proponent who is skilled in the work described in the documents and well able to perform the same in accordance therewith has carefully examined the site of the work and will provide all necessary labour, equipment and will do all the work and furnish all materials called for by the Tender documents in the manner prescribed therein, for the cost as submitted in the Bid Price.

The underlined Proponent also understands and agrees as follows:

1. This Tender is irrevocable and open for acceptance for a period of ninety (90) days from the date of the closing of the Tender, within seven (7) days from the date of acceptance of this Tender, the Proponent will enter into a formal contract with the Town and provide the documents as described in the Tender.
2. The Agreement will be dated seven (7) days from the date of Notice of Acceptance of the Tender.
3. That no person, firm or corporation other than the Proponent has any interest in this Tender or in the proposed Contract for which this Tender is made and to which it relates.
4. That this Tender is made by the Proponent without any connection, knowledge, comparison of figures or arrangement with any other person or person submitting a Tender for the same contract and is in all respects fair and without collusion or fraud.

FIRM NAME: _____

ADDRESS: _____

POSTAL CODE: _____ EMAIL ADDRESS: _____

PHONE NUMBER: _____ FAX: _____

NAME, TITLE OF PERSON AUTHORIZED TO SIGN

SIGNATURE

DATE