



TOWNSHIP OF FRONTENAC ISLANDS

50 Baseline Rd, RR 4
Gananoque, Ontario K7G 2V6

Telephone 613-544-6348

**TENDER REQUIREMENT
PW 2026-001
PULVERIZING AND SURFACE TREATMENT
(TAR & CHIP) VARIOUS ROADS**

CLOSING DATE: 12:00 (NOON) PM THURSDAY, March 19, 2026

DEPOSIT: Ten Percent of Bid submission or Bid Bond

COMPLETION: NO LATER THAN October 9, 2026

SECTION #1 TENDER INFORMATION

- 1.1** Tender submissions for PW 2026-001 Pulverizing and Surface Treatment (Tar & Chip) will be received in a sealed envelope, clearly marked as to its contents, on the template provided.

Proposals will be received at the Administration Office:

Township of Frontenac Islands
Attention: Vanessa Latimer, CAO/Clerk
50 Baseline Road,
Gananoque, ON K7G 2V6

No later than 12:00 NOON Thursday, March 19, 2026

- a) Tenders received later than the time specified will not be accepted.
- b) The lowest or any Tender is not necessarily accepted.
- c) "Form of Tender" is to be received on the printed form provided.

1.2 SCHEDULE OF EVENTS

- Tender Release Date: Monday February 23, 2026
- Closing Date: Thursday, March 19, 2026, at 12:00 NOON.
- Public Opening, Time and Location: Thursday, March 19, 2026, at 1:00 pm at Township of Frontenac Islands, 50 Baseline Road Howe Island.

1.3 TENDER DOCUMENTS:

The tender documents can be downloaded from the Municipal Web Site at www.frontenacislands.ca. The bidder shall verify that these documents are complete and assume responsibility to view/download/print the document requirements.

The Township will issue any changes/additions/deletions to the Tender or terms and conditions. These will all be posted on the Township's website at www.frontenacislands.ca . All addenda issued by the Township shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by the bidders. The Township will assume no responsibility for oral instruction or suggestions.

It is the bidder's sole responsibility to download and review all Addenda if applicable.

It is the bidder's responsibility to ensure that any additional addenda pricing is included in the pricing provided for this Tender.

1.4 EXTENT OF LOCATION OF WORK

The general scope of this contract is to provide repair of the existing surface treatment as needed, pulverizing existing roadway surfaces, and apply surface treatment (tar & chip) for the following:

Howe Island:

Pulverize existing Road Surface:

Personnel and Machine required to complete pulverizing task. All work to be completed in one (1) mobilization.

Excluding all layout, trucking, grading, compaction, utility locates, hand work.

Howe Island Dr **6.5 m² X 4.3 kms**

Wolfe Island:

Pulverize existing Road Surface:

Personnel and Machine required to complete pulverizing tasks. All work to be completed in one (1) mobilization.

Excluding all layout, trucking, grading, compaction, utility locates, hand work.

Hwy 96	6.5 m² X 5.1 km
Reeds Bay Road	6.5 m² X 2.3 km
Carpenters Point Road	6.5 m² X 2.6 km
Holiday Point Road	6.5 m² X 1.47 km

Double Surface Treatment

To supply all equipment and personnel to apply HF 150 P Polymer Modified Asphalt Emulsion and apply a Double High Float Surface Treatment consisting of two applications of emulsion and two applications of 5/8 graded aggregate. All aggregates to be provided by the municipality.

Price to include the following:

All equipment, manpower and materials to complete a Double Surface Treatment. Traffic Control to be included in pricing.

All grades, gravel and compaction will be completed by the Municipality prior to the arrival of the Surface Treatment crew.

Howe Island:

Howe Island Dr	6.5 m² X 4.3 kms
Lighthouse Lane	6.1 m² X .5 kms
Lower Side Road	6.1 m² X 3 kms

Wolfe Island:

Hwy 96	6.5 m² X 5.1 km
Reeds Bay Road	6.5 m² X 2.3 km
Carpenters Point Road	6.5 m² X 2.6 km
Holiday Point Road	6.5 m² X 1.47 km

1.5 COMPLETION OF WORK

Start Date:	Not earlier than July 6, 2026
Final Completion Date:	October 9, 2026

An extension of time may be granted in writing by the Township in the event the work being done is delayed beyond the substantial completion date or the completion date. Such extensions shall be set with fixed terms by the Township. An application for an extension of time must be made in writing by the Contractor to the Township at least seven (7) days prior to the dates noted above. The date of expiry of all bonds or other surety furnished to the Township by the Contractor shall be extended, at the expense of the Contractor to at least two (2) months beyond the extended date of completion, and the Contractor must furnish the Corporation with evidence of such extension of the bond or other surety.

In the event of the Corporation granting an extension of time, time shall continue to be deemed to be the essence of the contract.

1.6 RIGHT TO ACCEPT OR REJECT TENDERS

The Tender shall be based upon the whole of the Specifications and Contract Documents, without reservation.

The Tender must be submitted on the printed forms provided, which shall be completely filled in and shall be duly executed by a signing officer(s) of the corporation. Tenders may be deemed invalid if the forms are not properly or fully completed. All

blanks must be legibly and properly filled in on the printed forms supplied for that purpose.

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected. Should any uncertainty arise as to the proper manner of doing so, the bidder upon request shall give the requisite information.

If the Unit Prices and the total amount of the extensions named by the bidder in the proposal do not agree, the Unit Prices will be accepted as correct. The corrected extensions will be considered as representing the bidder's intentions. The Township of Frontenac Islands will award the contract to one (1) bidder.

The Tender must be legible, and all items must be bid on. 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 are not completed in ink or by type.
- d) Bids containing any other form of alteration, including but not limited to strike-outs, 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 Township for a period of sixty (60) calendar days after the closing date.

Bidders are advised that the Township has a fixed budget for the completion of this contract. To ensure budget control, the Township 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. Contractors submitting for consideration of this contract are doing so with the explicit understanding that the Township has the right to delete areas of work.

1.7 LITIGATION

No bid or offer will be accepted from any bidder, inclusive of the bidder's subcontractors who have a claim or have instituted a legal proceeding against the Township, or against whom the Township has a claim or instituted a legal proceeding, without prior approval from the Council. For purposes of this provision, where such a bidder is a corporation, the bidder shall include any non-arm's length corporation of the bidder.

Bids from any bidder in any of the above circumstances shall be rejected as informal, irregular and non-compliant.

1.8 UNACCEPTABLE OR UNBALANCED TENDERS

Each item in the Tender shall be a reasonable price for such an item. Under no circumstances will an unbalanced Tender be considered. The Township will be the sole judge of such matters, and should any Tender be considered to be unbalanced, then the Township will reject it.

1.9 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 Township.

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.

1.10 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.

1.11 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 Township as additional insured.

1.12 ABILITY AND EXPERIENCE OF BIDDER AND SUBCONTRACTORS

The Township reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, resources and experience to successfully execute and complete the work in the specified time.

The Contractor agrees to submit a list of any subcontractors who will be carrying out any part of this contract. The list shall show the names of the proposed subcontractors and for what work each subcontractor will be responsible. The Township has the right to reject any of the subcontractors so named. In this event, the contractor shall arrange

to have the work done by such other subcontractor as may be approved by the Township.

As part of this Tender package standard forms for listing any subcontractors have been included. The Bidder shall include the completed forms with their submission Tender.

1.13 INTERPRETATION OF TENDER DOCUMENTS

Bidders shall carefully examine all documentation that encompasses this request including but not limited to specifications, addenda or drawings if applicable, in order to satisfy themselves as to all conditions affecting the scope of work. No claim for additional costs will be entertained on the grounds of misrepresentation, nor on the grounds that any promise or guarantee was given or provided by the Township.

If a bidder finds discrepancies, omissions, irregularities or is in doubt as to the meaning, the Bidder shall contact the Township via email. The Township cannot be held liable for any oral explanation or interpretation provided.

Any and all addenda issued prior to the closing date will be posted on the Township's website at www.frontenacislands.ca . It is the bidder's responsibility to download and include all addenda issued with the tender submission. Addenda will not be sent to each bidder on the distribution list.

Bidders attempting to contact the Municipalities staff or elected officials other than the contact listed within the tender, for whatever reason during the bid process, are advised that such action may result in the rejection of the Tender.

1.14 INQUIRIES DURING TENDERING

All inquiries regarding this Tender shall be sent to:

Ms. Vanessa Latimer, CAO/Clerk
The Township of Frontenac Islands
50 Baseline Rd.
Gananoque, ON K7G 2V6
vlatimer@frontenacislands.ca

1.15 BIDDERS TO INVESTIGATE

The Bidders shall do all necessary investigations before submitting their bid and shall satisfy themselves as to the nature of the work and materials and that they can perform the completion of the work.

The Bidder shall be deemed to have satisfied themselves before Tendering as to the correctness and sufficiency of their bid for the completion of the work.

In addition, the Bidder shall obtain their own information on all matters and things that may in any way influence them in making their Tender and fixing the rates entered by them in the "Schedule of Items and Prices". The Bidder shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under the terms of the contract.

1.16 COMMENCEMENT OF WORK

The Bidders shall be able to commence work on the sites between the specified time as noted earlier.

1.17 REQUIREMENT AT TIME OF EXECUTION/PRIOR TO COMMENCEMENT OF WORK

The successful bidder will be required to submit the following documentation, in a form satisfactory to the Township of Frontenac Islands at the time of the execution of the contract.

- a) Executed Agreement
- b) Insurance Documents in compliance with Tender
- c) Workplace Safety and Insurance Board Clearance Certificate.

1.18 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Township of Frontenac Islands supports the goals of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and establishes policies and practices which are consistent with the accessibility standards and the four core principles of dignity independence, integration and equal opportunity. Under Section 7 of O. Reg 191/11, Integrated Accessibility Standards established by AODA, the Township of Frontenac Islands must ensure employees, volunteers and all other personnel including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Township of Frontenac Islands receive training on accessible customer service.

1.19 CONDITIONS

The awarding of this contract is subject to The Township of Frontenac Islands Council approval and budgetary allocations.

The Township of Frontenac Islands reserves the right, in its sole discretion, to cancel any or all bid calls.

The Township of Frontenac Islands reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted.

1.20 TENDER SECURITY

Tender Security is required to accompany the Tender in the amount of 10% of the bid submitted in one or a combination of the following: Bid Bond, Certified Cheque, Bank Draft or Money Order made payable to the Township of Frontenac Islands.

The Bidder agrees that if he/she withdraws the Tender or fails for any reason to execute the agreement or provide the required bonds or other documents required, the Township of Frontenac Islands may retain the Tender Security for the use of the Township of Frontenac Islands and may accept any other Tender; advertise for new Tenders, or not accept any Tender as the Township of Frontenac Islands deems advisable.

The Tender Security of the low and second low Bidder shall be retained by the Township for a period of 60 days after the official closing time or until a contract has been executed by the bidder. The Tender deposit of the low and second low Bidder shall be returned by the Township of Frontenac Islands upon execution of a contract by the awarded Bidder. The Tender securities of all other Bidders shall be returned within 10 days of the official closing time.

1.21 MAINTENANCE PERIOD

Upon the 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 the successful completion of the maintenance period.

1.22 SCHEDULING OF WORK

The Township of Frontenac Islands 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.

SECTION 2: FORM OF TENDER

To: The Mayor and Council, Township of Frontenac Islands hereinafter called "Township".

TENDER FOR: **2026 CAPITAL PROGRAM – TAR AND CHIP 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 (with HST): \$ _____

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

Attached to this Tender is a certified cheque or bid bond in the amount of 10% of the bid submission, made payable to the **TOWNSHIP OF FRONTENAC ISLANDS**, the proceeds of which shall, upon acceptance by the Township of the Tender, constitute a deposit which shall be held as a performance guarantee until completion of the project and which shall be forfeited to the Township if I/we fail to file with the Township the Certificate of Insurance, Bonds, and an executed Form of Agreement for the performance of the work within seven (7) days from the date of notification of the acceptance of the Tender by the Township.

I/We hereby agree that the 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 those changes will be made only with the approval of the Township.

I/We hereby agree that the project shall be completed no later than **October 9, 2026**

Authorized Signature:

Please provide two (2) references of the respondent's municipal clients. The references must be, at minimum, equal in size, complexity and service requirements to this Tender. References will be contacted at the discretion of the Township. The Township reserves the right to investigate other than listed references.

Reference 1	
Township Name:	
Township Address:	
Contact Name:	
Contact Email & Telephone Number:	
Date & Duration Work Performed:	
Type of Work Performed:	
Value of Work:	
Reference 2	
Township Name:	
Township Address:	
Contact Name:	

Contact Email & Telephone Number:	
Date & Duration Work Performed:	
Type of Work Performed:	
Value of Work:	

SCHEDULE OF ITEMS AND PRICES

Bidders are advised that the Township has a fixed budget for the completion of this contract. To ensure budget control, the Township 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 Township 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 Township shall retain this right to delete work areas from the contract during its review of bid submissions, and prior to award of the contract.

DESCRIPTION OF WORK REQUIRED

The general scope of this contract is to provide repair of the existing surface treatment as needed, pulverizing existing roadway surfaces, and apply double surface treatment (tar & chip) as noted in Article 1.4 - EXTENT OF LOCATION OF WORK:

Howe Island Pulverize:

Name	Distance	Unit Price	Total	HST	Final Amount
Howe Island Dr	6.5 m ² X 4.3 km				

Howe Island Double Surface Treatment:

Name	Distance	Unit Price	Total	HST	Final Amount
Howe Island Dr	6.5 m ² X 4.3 km				
Lighthouse Lane	6.1 m ² X .5 kms				
Lower Side Road	6.1 m ² X 3 kms				

Wolfe Island Pulverize:

Name	Distance	Unit Price	Total	HST	Final Amount
Hwy 96	6.5 m ² X 5.1 km				
Reeds Bay Rd	6.5 m ² X 2.3 km				
Carpenters Point Rd.	6.5 m ² X 2.6 km				
Holiday Point Rd.	6.5 m ² X 1.47 km				

Wolfe Island Double Surface Treatment:

Name	Distance	Unit Price	Total	HST	Final Amount
Hwy 96	6.5 m ² X 5.1 km				
Reeds Bay Rd	6.5 m ² X 2.3 km				
Carpenters Point Rd.	6.5 m ² X 2.6 km				
Holiday Point	6.5 m ² X 1.47 km				

Schedule of Sub-Contractors

COMPANY NAME	CONTACT
1.	
2.	
3.	

Signed at the _____ of _____

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

CONTRACTOR SIGNATURE

Name

Position Held

I/WE have authority to bind the corporation:

Signature

Date

WITNESS SIGNATURE

Name

Signature

Date

SECTION 3: FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____

BETWEEN: _____
(hereinafter called "The Contractor")

and

THE CORPORATION OF THE TOWNSHIP OF FRONTENAC ISLANDS
(hereinafter called the "Township")

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 TOWNSHIP, to do all the work as described hereafter, and as specified, and to complete such work in strict accordance with the Specifications, and Tender.

DESCRIPTION OF WORK

Supply all labour, equipment, and materials necessary to supply and install surface treatment on the various roads listed in the Form of Tender. The work will include pulverization, surface treatment, and all the 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 be completed no later than **October 9, 2026**.

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

IN CONSIDERATION WHEREOF, the Township 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 the Township of the Township of Frontenac Islands and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

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

CONTRACTOR

Name of Contractor

Address

Signature of Contractor or Seal of Corporation

THE CORPORATION OF THE TOWNSHIP OF
FRONTENAC ISLANDS

Per:

SECTION 4: SPECIAL PROVISIONS – GENERAL

4.1 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.

4.2 CONTRACTOR RESPONSIBILITIES AND CONTROL OF THE WORK

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.

The Contractor may reduce the number of traffic lanes to one lane in the immediate vicinity of the construction work in progress but reopen the road to two-lane traffic at the end of each day and when there is no active construction unless otherwise authorized in writing by the Township.

4.3 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 Township, 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 Township as Liquidated Damages the sum of Five Hundred Dollars (\$500.00)** for every calendar day, excepting Saturdays, Sundays, and Statutory Holidays, taken to complete the work in excess of the allowed time for completion. The Township 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.

TOWNSHIP OF FRONTENAC ISLANDS

2026 CAPITAL PROGRAM – TAR AND CHIP RESURFACING

SECTION 5: SPECIAL PROVISIONS – SPECIFICATIONS

5.1 GENERAL

The work shall be carried out in accordance with the appropriate Ontario Provincial Standard Specifications except as altered herein. The Township reserves the right to delete all or portions of the work.

5.2 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. The Contractor shall take immediate corrective action to alleviate any drainage problems caused by his operations.

5.3 APPROVED EQUALS

The Contractor may submit a written request to use alternate materials to the Township for approval. Any alteration from the specified materials will be subject to approval by the Township of Frontenac Islands. 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.

5.4 CHANGE 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 Township. Verbal changes by the site inspector will not be recognized for payment by the Township.

5.5 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 Township.

5.6 ESTIMATED QUANTITIES

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

5.7 TRAFFIC CONTROL

All traffic control and signing shall comply with current standards including Book #7 of the Ontario Traffic Manual.

5.8 MOBILIZE AND DEMOBILIZE

The lump sum bid for each tender item shall include all costs associated with mobilization and demobilization, including:

- All traffic control signage as required to complete the scope of work.
- Administration required to complete the scope of work.
- Movement and delivery of equipment to and from the site to complete the scope of work.
- All other things required to complete the scope of work.