



**S. BURNETT**  
**& ASSOCIATES LIMITED**  
**ENGINEERING & ENVIRONMENTAL**

**REQUEST FOR PROPOSALS (RFP 05-2026)**  
**TOWN OF SHELBURNE**  
**MAIN STREET RESURFACING**



**Closing Date: Thursday, June 18, 2026**  
**Time: 3:00 p.m. Eastern Time**  
**SBA File No.: M25007**

**RFP PREPARED BY:**

**S. BURNETT & ASSOCIATES LIMITED**

*Proposals received after the closing date and time will not be accepted.*

[www.sbaengineering.com](http://www.sbaengineering.com) |      
Tel (519) 941-2949 | Fax (519) 941-2036 | [info@sbaengineering.com](mailto:info@sbaengineering.com)  
210 Broadway, Unit 203 Orangeville, ON L9W 5G4

June 2, 2026

**Attn:** All Interested Bidders

**Re:** Town of Shelburne, Main Street Resurfacing  
Request for Proposal  
SBA File No: M25007

S. Burnett & Associates Limited (SBA) is requesting that your company provide a Proposal for the resurfacing of Main Street from approximately William Street to Own Sound Street in the Town of Shelburne. The following information is attached for your review:

- General Terms and Conditions.
- Description of Works.
- Schedule of Unit Prices.
- Form of Proposal.
- Appendix A: Drawings.

Please review the attached information and provide your bid on the form titled “*Schedule of Unit Prices*”. Also, include your contact information and signature on the “*Form of Proposal*” and provide a completed “*Domestic Supply Chain Plan*” addressed to S. Burnett & Associates Limited at [info@sbaengineering.com](mailto:info@sbaengineering.com). Proposals will be accepted until **3:00 p.m. Eastern Time on Thursday, June 18, 2026.**

All inquiries shall be submitted in writing prior to **5:00 p.m. on Thursday, June 11, 2026**, and will be replied to by **Tuesday, June 16, 2026**. Enquiries are to be directed to Blake Aram, P.Eng., Civil Engineer, at: [blake.aram@sbaengineering.com](mailto:blake.aram@sbaengineering.com).

A non-mandatory, but highly advisable, pre-proposal Contractor’s site visit is recommended. During the site visit all Contractors may conduct a general review of the proposed work to be undertaken. The site visit is scheduled for **Tuesday, June 9, 2026, at 9:00 a.m. Eastern Time** and will begin at the back parking lot of the Town of Shelburne municipal offices located at 203 Main Street East, Shelburne, Ontario. All participating Contractors must sign-in with the municipal engineer prior to the site visit.

Proposals submitted by bidding Contractors will be evaluated based on the following criteria:

- Price;
- Schedule to complete the proposed works; and,
- Contractor qualifications and experience in completing similar projects.
- Domestic Supply Chain Plan.

The lowest of any proposal submitted will not necessarily be accepted.

The Ontario Provincial Standards – General Conditions of Contract shall apply for this project. A copy of the OPS General Conditions is available from the Engineer upon request.

Should you have any questions regarding the project, please contact our office at (519) 941-2949.

Yours Truly,



Blake Aram, P. Eng.  
Civil Engineer

**S. Burnett & Associates Limited**

## **1. GENERAL TERMS AND CONDITIONS**

### **1.1 Employment Insurance & Workplace Safety and Insurance**

The Contractor shall at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The Contractor shall, at the time of entering into a Contract with the Town of Shelburne, provide satisfactory proof that all assessments or compensation payable to the Board have been paid and Town of Shelburne may, at any time during the performance or upon the completion of such Contract require a further declaration that such assessments or compensations have been paid.

A recent Certificate of Clearance shall be submitted with invoice(s) after completion and acceptance of the job. If the Contractor will be unable to produce a Certificate of Clearance as required because it claims it is an independent operator with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the Workplace Safety and Insurance Board of its status as an independent operator for the Contract, within five (5) days of receipt by the Contractor of the award letter or purchase order. Failure to do so will be considered breach of Contract.

The Contractor clearly understands and agrees that they are not, nor is anyone hired by the Contractor, covered by Town of Shelburne under the Workplace Safety and Insurance Board, the Unemployment Act, or any Act, whether Provincial or Federal, in respect of the bidder, their employees and operations, and shall upon request furnish the Town of Shelburne with such satisfactory evidence that he has complied with the provisions of any such acts.

If the Contractor fails to do so, the Town of Shelburne shall have the right to withhold payments of such sum or sums of money due to them that would be sufficient to cover their default and the Town of Shelburne shall have the right to pay same. Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. Town of Shelburne is not to be deemed the employer or the supplier of their personnel under any circumstances whatsoever.

### **1.2 Health and Safety**

The successful proponent shall comply with all conditions and regulations of the Occupational Health and Safety Act and all applicable regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of their work on this Contract.

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor, by submitting a bid and executing a Contract acknowledges by way of submitting a Proposal that they are the Constructor as defined by the Occupational Health and Safety Act.

The Contractor will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

### **1.3 Ability and Experience of Bidder and Sub-Contractors**

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

The Contractor agrees to submit a list of any Sub-contractors who will be carrying out any part of this Contract. The list shall show the names of the proposed Sub-contractors and for what work each Sub-contractor will be responsible. The Owner has the right to reject any of the Sub-contractors so named. In this event, the Contractor shall arrange to have the work completed by such other Sub-contractor as may be approved by the Owner.

Sub-contractors shall not be the General Contractor. The Contractor shall notify the Owner in writing of the names and positions of the persons so representing the General Contractor.

Proponents must submit references to illustrate that they have the ability and experience in the supply and installation of similar works. Also, the Town of Shelburne may investigate similar works done by the Proponent as it deems necessary.

### **1.4 Responsibility & Protection of Existing Utilities, Services and Monuments**

The Contractor shall note that overhead and underground utilities such as electrical, gas, telephone, cable television, watermain, sanitary and storm sewers, survey bars and monuments may not be accurately depicted on the drawing. It will be the Contractor's responsibility to contact all utility companies for information regarding their infrastructure, to exercise the necessary care in construction operations by obtaining locates from such utility companies and taking any other precautions to safeguard the infrastructure from damage. The Contractor will be liable for any damages to utilities.

### **1.5 Scheduling Of Contract**

The project shall be completed within three (3) weeks of mobilization or by **Friday, August 28, 2026**, whichever comes first. Scheduling of work start-up and ongoing construction within the community will have to be coordinated with the Town of Shelburne to ensure minimal interruptions with local traffic and public access. The Contractor will provide all required Traffic Control and adhere to the Ontario Health & Safety Act and regulations relating to traffic control in maintenance and construction work zones required under the Ontario Traffic Manual Book 7.

## **1.6 Reservation of Right**

Proponents will not have the right to change conditions, terms or prices of the Proposal once the Bid has been submitted in writing to the Town of Shelburne, nor shall proponents have the right to withdraw a bid once it has been submitted.

## **1.7 Conflict of Interest**

The Client may, at its discretion, withhold the award of a Contract from the Proponent until the matter of a potential Conflict of Interest is resolved.

## **1.8 Confidentiality**

The Client and the Proponent agree that the content of each response to this RFP will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this RFP, each Proponent agrees not to disclose, at any times, these details. Only information subject to the Freedom of Information and Privacy Act may be disclosed. The Client agrees to notify the Proponent should a request for information be received.

## **1.9 Pricing to Remain Firm**

Pricing provided under this Request for Proposal shall remain firm for a period of 30 days from the date of closing this Request for Proposal. The schedule and requested completion time is based on an Award within 14 days of the closing of the RFP.

## **1.10 Payment**

Progress payments will be issued on a monthly basis within 30 days of the approved payment certificate. Payment will be for work completed by the Contractor as of the date of the invoice, upon recommendation and approval by the Consulting Engineer and the Town of Shelburne in accordance with the attached Schedule of Unit Prices form.

## **1.11 Holdbacks**

The standard 12 percent (12%) holdback of the total project cost will be held following Ontario Construction Lien Standards and, subject to completion acceptable to the Consulting Engineer and Town of Shelburne. Following a mandatory 60-day period following Substantial Completion and appropriate advertising in the Daily Commercial News (DCN), 10 percent (10%) of the holdback will be released to the Contractor. A 2 percent (2%) maintenance holdback will be held for the duration of a one (1) year for warranty on all goods and services provided by the Contractor. The provision of a one (1) year warranty does not supersede any additional warranty requirements stated in this RFP.

### **1.12 Procurement Policy By-Law / Governing Law**

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town of Shelburne's Procurement and Purchasing Policy. Any Contract resulting from this Request for Proposal shall be governed and interpreted in accordance with the laws of the Province of Ontario.

### **1.13 Extent and Location of Work**

The general scope of this Contract is for the preparation of the identified existing road surfaces and the supply and placement of hot mix asphalt and other materials on Main Street from approximately William Street to Own Sound Street in the Town of Shelburne.

### **1.14 Existing Conditions**

The Contractor shall cleanup and restore all disturbed areas to condition equal to or better than existing conditions.

### **1.15 Applicable Standards**

The Ontario Provincial Standards – General Conditions of Contract and the bylaws, policies and standards of Town of Shelburne shall apply for this project. A copy of the OPS General Conditions and the Ontario Building Code (OBC) are available from the Engineer upon request.

### **1.16 Provincial Requirements for Municipal Sectors**

The Municipal Buy Ontario Procurement Directive for Municipal Sector Entities shall apply to this Contract. As of April 13, 2026, this directive sets out the requirements municipal sector organizations must follow to prioritize Ontario and Canadian goods and services in procurement. The directive can be found in its entirety via the link below.

<https://www.ontario.ca/page/buy-ontario-procurement-directive>

The directive, as referenced above, are hereby incorporated into, and apply, *mutatis mutandis*, to this Contract. It will be the Contractor's responsibility to familiarize themselves with the directive and its requirements therein.

As required by the Directive, the Bidder shall complete the Domestic Supply Chain Plan within the Form of Proposal to identify the source and value of major goods and services required for the project, including those supplied by subcontractors. Indicate whether each item is Ontario Made or Canadian Made (outside Ontario) and whether each service is an Ontario Service or a Canadian Service, as per the definitions listed below the Domestic Supply Chain Plan.

A 10% evaluation advantage will be applied to the bidder with the highest proportion of Ontario-Made Goods and Ontario Services, followed by proportion of Canadian-Made Goods and Canadian Services in their Domestic Supply Chain Plan.

### 1.17 Contractors Site Visit

Contractors shall note that a non-mandatory, but highly advisable site visit has been scheduled for **Tuesday, June 9, 2026, at 9:00 a.m. Eastern Time**. The site visit will commence at the back parking lot at the Town of Shelburne municipal office located at 203 Main Street East, Shelburne, Ontario L9V 3K7.

### 1.18 Questions / Clarifications

Enquiries regarding this RFP must be submitted to the project management consultant and should be directed to **Blake Aram, P.Eng., Civil Engineer, at [blake.aram@sbaengineering.com](mailto:blake.aram@sbaengineering.com)**. No enquiries are to be directed to any other employee or elected Officials of the Town of Shelburne. Questions will be accepted until **5:00 p.m. on Thursday, June 11, 2026**.

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided in the form of an addendum. All addendums will be provided on or before **Tuesday, June 16, 2026**.

Any changes to the request for proposal, prior to the bid closing will be issued as an addendum. The Client and S. Burnett & Associates Limited will assume no responsibility for oral instruction or suggestions. Failure to acknowledge all addenda will result in your proposal being rejected.

All addendum / addenda will be provided via email only. It is the Bidders sole responsibility to respond to the email to notify of receipt. A bid received without addendum / addenda acknowledge and/or submitted as instructed will be rejected.

### 1.19 Submissions

Electronic bid submissions of the complete Form of Proposal, Schedule of Unit Prices and Domestic Supply Chain Plan shall be received by:

S. Burnett & Associates Limited  
[info@sbaengineering.com](mailto:info@sbaengineering.com)

Submissions shall be provided in PDF format, via email by no later than:

**3:00 p.m. Eastern Time on Thursday, June 18, 2026**

### **1.20 Harmonized Sales Tax (HST)**

Bidders should prepare their proposals to include the current tax system which will be in place throughout the life of the Contract on the understanding that, once the transitional provisions are available, the Contract price will be adjusted, if necessary, so that the tax impact of the change is neutral to the Contractor, after taking into account the portion of the work affected by the change, any Input Credits received by the Contractor, and all other relevant factors, following the implementation of the Harmonized Sales Tax regime. In the event of any dispute between the parties concerning the necessary adjustment, the matter will be finally resolved by an independent audit firm acceptable to both parties.

### **1.21 Insurance and Bonding**

The Contractor shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The Contractor shall file with Town of Shelburne, together with the signed Contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of this Contract. Insurance shall be obtained from a company satisfactory to the Town of Shelburne.

The successful Contractor's policies of Insurance shall cover (the Contractor and all Sub-contractors) and shall name the Town of Shelburne and S. Burnett & Associates Limited as an additional insured. All insurance shall remain in effect for the duration of this Contract.

The Comprehensive General Liability Insurance shall:

- a. Have a limit of liability not less than \$5,000,000 inclusive for any one insurance.
- b. Include insurance against liability for bodily injury and property damage cause by vehicles or equipment owned by the Contractor.
- c. Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without 30 days written notice to the Town of Shelburne.

The Bidder shall include with its proposal an Agreement to Bond, executed under corporate seal by the surety Company from which the Bidder proposes to obtain the required bonds. Only bonds issued by a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having as office in Ontario shall be accepted.

Prior to the execution of a Contract with the Client, the Bidder shall be required to provide to the Client a Performance Bond and a Labour and Materials Payment Bond, each in the amount of 50% of the Total Bid Price (including HST). This full cost of such bonds shall be deemed to be included in the Bid Price for the Contract. The Surety Bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## 1.22 Liquidated Damages

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed as set forth herein, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of **\$500.00** plus all costs for Engineering fees and expenses with respect to inspection, Contract Administration and related works for the liquidated damages for each and every calendar days delay in finishing the work in excess of the number of working days prescribed or the completion date specified and it is agreed that this amount is an estimate of the actual damage.

The Owner 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 Owner.

## 2. DESCRIPTION OF WORKS

The unit price bid for each item listed on the Schedule of Items and Prices shall include all labour, materials and equipment as required to complete the specified work as outlined herein. The Contractor shall be responsible for all surface work improvements as indicated within this bid document. Please refer to the attached **Appendix A: Drawing** for locations of the proposed works.

As indicated in the proposal document cover letter, a non-mandatory, but highly advisable site visit is scheduled for **Tuesday, June 9, 2026, at 9:00 a.m. Eastern Time**, and will commence at the back parking lot of Town of Shelburne municipal office located at 203 Main Street East in Shelburne, Ontario L9V 3K7. Contractors may choose to bring measuring and GPS devices to confirm locations and the extent of the roadway work to satisfy themselves. Additional costs shall not be entertained for items that are to be investigated prior to submission of bid.

The Contractor is to complete the specified work under the schedule of items as outlined below:

### 2.1 Main Street Resurfacing (William Street to Owen Sound Street)

- The unit price bid shall include all labour, equipment and material for the milling and removal of existing roadway asphalt, and the supply, placement and compaction of new hot mix asphalt. The new asphalt structure shall consist of a lower binder lift of Superpave 19.0 at a depth of 50mm, an upper binder lift of Superpave 19.0 at a depth of 50mm and a surface lift of Superpave 12.5 FC2 at depth of 40mm. Additional work will include road painting to match existing.
- Following the milling and removal of existing roadway asphalt, the geotechnical consultant shall inspect the exposed subgrade. Provisional work shall include all labour, equipment and material for the sub-excavation and disposal of any unsuitable subgrade material, as well as the supply, placement and compaction of approved granular materials as directed by the geotechnical consultant based on site conditions and findings.

Note:

1. *The Town of Shelburne reserves the right to add or reduce quantities to the Contract due to project budget constraints.*
2. *It is the Contractor's responsibility to secure and be familiar with the general conditions of the Contract document. Refer to OPSS Section GC1 – Interpretation, Volume 1: General Conditions of Contract.*
3. *Work to be coordinated with Shelburne Public Works Department.*

### **3. STANDARD SPECIFICATIONS**

Unless otherwise noted, the Ontario Provincial Standards and Specifications (OPSS) and the Ontario Provincial Standard Drawings (OPSD) shall prevail.

The text of all OPSS is contained in the manual “Ontario Provincial Standard Specifications”:

- Volume 7      Municipal Construction Specifications.
- Volume 8      Municipal Materials Specifications.

OPSD are contained in the manual “Ontario Provincial Standards for Roads and Municipal Services” Volume 3.

#### **3.1 Contract Drawings and Specifications**

- a. The latest OPSS General Conditions of Contract shall apply to this Contract.
- b. Ontario Provincial Standard Specifications (most recent) shall apply and Ontario Provincial Standard Drawings (most recent) shall apply. These generally apply to construction projects and may not be required for non-construction projects.

#### **3.2 Order of Precedence**

In case of any inconsistency of conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Proposal or any other document or writing the provisions of such documents shall take precedence and govern in the following order:

- a. Form of Agreement.
- b. Addenda.
- c. Specifications.
- d. Standard Specifications.
- e. Form of Proposal.
- f. General Conditions of Contract.
- g. Information to Bidders.

### **3.3 No Increase In Rates**

No claim for increase in rates in the Form of Proposal, or other prices quoted in the Contract will be entertained, nor shall the Bidder be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by the Municipality or their agents or employees or any other persons.

### **3.4 Payments**

Progress payments will be made as per OPS General Conditions, including holdbacks. Final payment will be made subject to OPS General Provisions of Contract, and the following conditions if applicable.

- a. For tax rebate claims by the Owner, copies of all invoices for materials supplied by the Contractor and permanently incorporated into the work, to include material costs and tax amounts paid.
- b. A statement defining the status of all damage or other claims received by the Contractor, resulting from the work (if required).
- c. Submission of material testing results indicating conformity with the applicable specifications.
- d. Submission of WSIB clearance certificate.

### **3.5 Supply of Materials**

The Bidder shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail. All materials, unless specified, must conform to the applicable industry standard.

The Contractor shall provide the Engineer with asphalt mix designs two (2) weeks prior to proposed construction dates.

The Municipality reserves the right to reject any supplier and or materials at the sole discretion of the Town of Shelburne.

### **3.6 Notices, Permits and Licenses**

The Bidder shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees for such notices, permits, licenses and inspections required to complete the Work.

### **3.7 Bidder's Supervision on Site**

The Bidder shall provide a competent representative to be constantly on site during all working hours and ongoing throughout the execution of the Works. The Bidder's representative shall, at all times, be in full control and be responsible for all activities and all phases of Work including those portions of the Works performed by sub-contractors.

### **3.8 Bidder's Schedule and Hours of Work**

The successful Bidder shall be required, within a period of seven (7) calendar days after receiving notice that their Proposal has been accepted, to submit to the Engineer for approval a detailed schedule with sufficient information to demonstrate completion of all aspects of the Works within the completion date requirements.

Under this Contract, the Contractor shall not work on Saturdays, Sundays or Statutory Holidays (except as instructed by the Engineer in case of an emergency or as approved by the Town of Shelburne).

The Contractor may commence operations in the morning at 7:00 a.m. with approval by the Town of Shelburne. All operations must be off of the road and secured for the evening no later than one half hour before sunset.

### **3.9 Health & Safety and WSIB**

The successful Proponent is required to conform with the Occupational Health and Safety Act related to the performance of the Contract. In addition, the successful Proponent will be required to supply the Municipality with a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every 60 days. Upon successful award, the Contractor must provide H&S policy documentation.

### **3.10 Utilities**

The Bidder is responsible for arranging public and private utility locates as required. It is the Bidder's duty to ensure the correctness of the locates before performing work in a sensitive area.

### **3.11 Layout of Work**

The Town of Shelburne will provide layout of the limits of each roadway to be resurfaced.

### **3.12 Quantities**

The Engineer and Town of Shelburne reserve the right to alter the quantities or portion of the Work at any time.

### 3.13 Disposal

Disposal of materials shall be the responsibility of the Contractor and shall be carried out in an environmentally acceptable manner. The Town of Shelburne reserves the first right of refusal for all material as desired, which includes all grindings generated from milling operations. The Town of Shelburne may accept disposal of pulverized material at the Shelburne Transfer Yard located at 601 Victoria Street.

### 3.14 Private Property

The Bidder shall assume full responsibility for crossing or making use of private property and shall obtain all necessary permission in connection therewith.

### 3.15 Method of Work

The work to be performed generally includes the supply and operation of contracted equipment to perform the duties as described in this document.

The scope of this Contract is as described in Section 2 and includes surface works improvements to Municipal roads, provisional sub-excavation of saturated material and replacement with proposed granular materials to subgrade.

The scope is meant to include the supply and mobilization of all materials, equipment, labour and safety devices as necessary.

#### **Milling:**

- Milling shall be full depth to the existing granular base with the exception of lap joints which shall be constructed at all interfaces with existing asphalt in accordance with Contract Drawings.
- The width shall be full width of existing asphalt road surface (unless otherwise specified).
- All asphalt millings generated from the work shall be transported and delivered to the Shelburne Transfer Yard at the Contractor's expense and shall remain the property of the Town and shall be clean, uncontaminated asphalt millings.
- All other material shall be disposed of by Contractor as approved by the Town of Shelburne.
- Measurements are in m<sup>2</sup> for full depth milling, and in linear meter for lap joints.
- All milled joints are to have appropriate warning signs installed in both directions to MTO Book 7 standards and painted with reflective orange paint to provide additional warnings to motorists.

**Temporary Ramping and Removal:**

- The Contractor shall supply, install and maintain temporary ramping at all transitions between existing asphalt and exposed granular base or base binder for the full duration that traffic must be maintained.
- Temporary ramps shall not be steeper than 25H:1V and shall extend the full width of the roadway.
- Ramps between existing asphalt and exposed granular base may be constructed using asphalt grindings or other approved material. Such ramps shall be removed immediately prior to placement of the base binder lift.
- Concurrent with placement of the base binder lift, the Contractor shall construct a temporary hot mix asphalt ramp at all transitions between existing asphalt and the base binder lift. The temporary asphalt ramps shall be ground down to the base binder elevation immediately prior to placement of the subsequent lift.
- The Contractor shall remove and dispose of all excess material resulting from the installation and removal of the temporary ramps.

**Asphalt:**

- Existing asphalt roadway surfaces following milling procedure shall be cleared of existing debris residual asphalt material and power swept to provide a clean prepared surface area to accept the new layer of asphalt.
- Asphalt courses shall be as specified.
- Asphalt shall be placed and compacted in 50mm binder lifts and 40mm surface lift or (as otherwise specified).
- The second binder lift shall be placed the day after the first, upon the Engineer's approval of the first lift.
- The surface lift shall be placed at least 48 hours after the second binder lift, upon the Engineer's approval of the second lift. Final grade shall tie smoothly into existing concrete gutters.
- Emulsified tack coat shall be applied to asphalt surfaces, concrete surfaces in contact with asphalt, between successive asphalt layers, and on vertical surfaces of joints prior to placement of new asphalt in accordance with OPSS Prov. 308 specifications.
- Mix Design to MTO – PGAC (58-28) material selection requirements must be provided to the Municipality and Engineer.
- All asphalt mix designs shall be provided to the Engineer a minimum of two (2) weeks prior to proposed paving dates. All asphalt mixes shall meet the requirements as outlined in OPSS MUNI 1151.

**Granular Base Materials / Surface Preparation:**

- The Contractor shall provisionally sub-excavate and haul away all granular materials to the depths and extents as instructed by the geotechnical consultant.
- All granular base materials shall be per OPSS MUNI 1010 and compacted to 100% SPMDD.
- Measurements are m3 of compacted, insitu granular materials.
- Subgrade shall be free of all organic, saturated and deleterious materials prior to placement of base materials.
- All granular surfaces are to be fine graded with a minimum 2% crossfall from road centreline immediately prior to asphalt surfacing and shall be free of any rutting, potholing, ponding, etc.

**Restorations:**

- Contractor is responsible to restore all work areas to existing or improved conditions.
- All excess material will be removed from site and streets swept to eliminate any loose gravel.
- All existing drainage structures are to be protected during construction. Any materials that accumulate in catch basins or maintenance holes will be removed at the cost of the Contractor.

**3.16 Haulage Routes**

The requirements of the General Conditions of Contract shall apply with the following Special Provisions:

- a. The Contractor shall at all times keep their haulage routes free from materials spilled on the street surfaces by their equipment and shall maintain the streets in clean condition to the satisfaction of the street authorities. Town of Shelburne or designate may inspect haulage routes, the site and adjacent premises daily and may halt operations or may carry out such additional cleaning operations, as he considers necessary, deducting the cost from monies due or to become due to the Contractor.
- b. No separate measurement or payment will be made for any additional expense to the Contractor as a result of the requirements under this subsection.

**3.17 Quality Assurance Testing**

The Town requires the Bidder to engage the services of a Geotechnical company whose personnel and facilities have appropriate CCIL certification to provide QA testing on material used in the execution of this Contract. The General Contractor will be provided with a cash allowance intended to cover all materials testing (e.g., compaction, and asphalt testing) as deemed necessary by the Engineer over the duration of the project. The Engineer will coordinate all required testing with the geotechnical consultants.

The minimum testing requirements shall be in accordance with OPSS listed below. The geotechnical consultant will invoice the General Contractor on a monthly basis, for material testing that has been completed with test results provided and approved by the engineer.

The Consultant must carry out all sampling in accordance with accepted sampling methods in the presence of Municipal Staff. The sampling method is to be described on the report.

- OPSS 310 Construction Specification for Hot Mix Asphalt.
- OPSS 1003 Material Specification for Aggregates - Hot Mix Asphalt.
- OPSS 1101 Material Specification for Performance Graded Asphalt Cement.
- OPSS 1103 Material Specification for Emulsified Asphalts.
- OPSS 1151 Material Specification for Superpave and Stone Mastic Asphalt Mixtures.

The General Contractor shall not be eligible for any markup on any invoiced amounts from the geotechnical consultant and shall provide the Engineer with their monthly invoicing for each payment claim.

### **3.18 Quality Control**

The Client reserves the right to sample and test materials on site. The Contractor shall co-operate with the Municipality in collecting quality control samples.

### **3.19 Protection of Public and Traffic**

All traffic control, procedures and devices shall be provided by the Contractor and conform to the requirements of the following references:

- The Ministry of Transportation "Ontario Traffic Manual (OTM) Book 7, latest revisions.
- The Ministry of Transportation "Manual of Uniform Traffic Control Devices" (MUTCD).

Traffic Control Plans shall be submitted to the Town of Shelburne and Engineer one (1) week prior to mobilization of the Contractor's forces.

The Contractor shall avoid the blocking of vehicular or pedestrian traffic for a longer period than is necessary for the proper construction of the Work.

It is the Contractor's responsibility to block off street parking areas prior to milling or paving works to avoid delays. The Contractor may block off designated street parking areas the night ahead of proposed works.

Construction signs, barricades, warning signs, lanterns, lights and all necessary detour signs within the limits of the Contract shall be maintained throughout the course of the Work, all at the expense of the Contractor and to the satisfaction of the Engineer.

Detour signing, in the event detours are required and/or permitted, outside of the Contract Limits shall also be carried out by, and at the expense of, the Contractor.

Roadway inspection tasks performed by Town of Shelburne staff shall be included in the Contractor's traffic control plan.

### **3.20 Signalling**

The Contractor shall provide, at their own expense, flag persons where additionally required for the direction of traffic. The flag persons shall be on duty continuously when construction is being carried out adjacent to traffic, unless directed otherwise by the Engineer.

### **3.21 Notifications**

It is the Contractor's responsibility to notify applicable utility and emergency services before closing any roadway to traffic. In the case where the roadway is utilized as a school bus route, the Contractor shall notify the appropriate educational authority. The notifications shall be made in writing, with copies provided to Jim Moss, Director of Development and Operations, the Town of Shelburne, via email at [jmoss@shelburne.ca](mailto:jmoss@shelburne.ca).

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## FORM OF PROPOSAL

Town of Shelburne  
Main Street Resurfacing  
SBA File No: M25007

This proposal submitted by:

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**Name**

---

**Company Name**

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**Address**

---

**Telephone Number**

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**Email Address**

---

**Signature**

---

**Date of Submission**

Having carefully examined all Proposal Documents related thereto, including the General Terms and Conditions, Description of Works, Schedule of Unit Prices and Form of Proposal and Addendum / Addenda No. \_\_\_\_\_ to \_\_\_\_\_, I do hereby provide this Proposal in accordance with the Proposal Documents and all specifications, including detailed drawings as may be supplied from time to time, to furnish all materials, labour and equipment and all things necessary within the time specified as described in the following Sections.

The undersigned agrees to accept as full payment, therefore, the sums calculated in accordance with the actual measured quantities.

**Notes:**

1. Proposal to include Harmonized Sales Tax (HST).
2. Proposal provided is deemed to be valid for a period of 30 days from date of closing of proposals.
3. The project shall be completed within three (3) weeks of mobilization or by **Friday, August 28, 2026**, whichever comes first, weather permitting, based on award of Contract within two (2) weeks of date of closing of proposal.

**COST SUMMARY**  
**SCHEDULE OF ITEMS AND PRICES**

**S. Burnett & Associates Limited**

**Project No: M25007**

**Contractor:**

**Address:**

**Contract Title:** Town of Shelburne, Main Street Resurfacing

DESCRIPTION	CONTRACT TOTAL
SCHEDULE A – Miscellaneous	\$
SCHEDULE B - Main Street Resurfacing (William Street to Owen Sound Street)	\$

**SUBTOTAL:** \$ \_\_\_\_\_  
**HST 13%:** \$ \_\_\_\_\_  
**TOTAL:** \$ \_\_\_\_\_

Estimated Cost of Material to be Incorporated in the Work: \$ \_\_\_\_\_  
Estimated Cost of Labour and all Other Charges: \$ \_\_\_\_\_  
**Total (Must Equal Total Bid Price):** \$ \_\_\_\_\_

### SCHEDULE OF UNIT PRICES

<b>Schedule A: Miscellaneous</b>					
<b>ITEM</b>	<b>DESCRIPTION OF WORKS</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>A1</b>	Mobilization / Demobilization	1.0	LS	\$	\$
<b>A2</b>	Insurance and Bonding	1.0	LS	\$	\$
<b>A3</b>	Traffic Control and Paid Duty	1.0	LS	\$	\$
<b>A4</b>	Materials Testing Allowance	1.0	LS	<b>\$20,000.00</b>	<b>\$20,000.00</b>
<b>SUB TOTAL</b>					<b>\$</b>

**SCHEDULE OF UNIT PRICES**

<b>Schedule B: Main Street Resurfacing (William Street to Owen Sound Street)</b>					
<b>ITEM</b>	<b>DESCRIPTION OF WORKS</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>B1</b>	Milling – Roadway, Full Depth	1810	m <sup>2</sup>	\$	\$
<b>B2</b>	Milling – Lap Joints, 2m Width	50	m	\$	\$
<b>B3</b>	Temporary Ramping and Removal	1	LS	\$	\$
<b>B4</b>	*(PROVISIONAL) Sub-Excavate and Dispose of Unsuitable Granular Base Materials	130	m <sup>3</sup>	\$	\$
<b>B5</b>	*(PROVISIONAL) Supply, Place and Compact Granular 'B'	100	m <sup>3</sup>	\$	\$
<b>B6</b>	*(PROVISIONAL) Supply, Place and Compact Granular 'A'	35	m <sup>3</sup>	\$	\$
<b>B7</b>	Fine Grading of Granular Base, Including Crowning with Minimum 2% Crossfall from Centreline of Road	1810	m <sup>2</sup>	\$	\$
<b>B8</b>	Hot Mix Asphalt – Superpave 19.0 at 50mm, Including Intersection Quantities	1810	m <sup>2</sup>	\$	\$
<b>B9</b>	Hot Mix Asphalt – Superpave 19.0 at 50mm, Including Intersection Quantities and Tack Coat	1810	m <sup>2</sup>	\$	\$
<b>B10</b>	Hot Mix Asphalt – Superpave 12.5 FC2 at 40mm, Including Intersection Quantities, Lap Joint and Tack Coat	1910	m <sup>2</sup>	\$	\$
<b>B11</b>	Road Painting to Match Existing	1.0	LS	\$	\$
<b>SUB TOTAL</b>					<b>\$</b>

\* The requirement for Provisional items is dependent on the results of geotechnical inspections following asphalt milling. Such items shall only be performed with prior written authorization from the Owner and Engineer. Payment for these items will be made only when authorization is granted before work begins.

### DOMESTIC SUPPLY CHAIN PLAN

<b>MAJOR GOODS</b>			
<b>DESCRIPTION</b>	<b>ONTARIO-MADE GOODS (\$)</b>	<b>CANADIAN-MADE GOODS (\$)</b>	<b>OTHER GOODS (\$)</b>
Asphalt			
<b>TOTAL GOODS:</b>			

<b>MAJOR SERVICES</b>			
<b>DESCRIPTION</b>	<b>ONTARIO SERVICES (\$)</b>	<b>CANADIAN SERVICES (\$)</b>	<b>OTHER SERVICES (\$)</b>
Earth moving			
Asphalt laying			
<b>TOTAL SERVICES:</b>			

#### DEFINITIONS

1. **Canadian Made Good** means a good that meets any one of the following criteria:
  - a. Is wholly manufactured or originating in Canada.
  - b. At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada, or,
  - c. Is labelled as “Made in Canada” or “Product of Canada”.
2. **Ontario Made Good** means a good that meets any one of the following criteria:
  - a. It is wholly manufactured or originating in Ontario, or,
  - b. At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.
3. **Canadian Service** means a service wholly provided by individuals (natural persons) located in Canada.
4. **Ontario Service** means a service wholly provided by individuals (natural persons) located in Ontario.

***Bidder Attestation***

I attest and confirm that the above information is true and correct to the best of my knowledge and that any failure to provide correct and sufficient information in the tables above will result in the disqualification of the bidder's submission.

I further acknowledge that the procuring authority may rely on this Domestic Supply Chain Plan as evidence of the origin of goods and services for the purposes of the Municipal Buy Ontario Procurement Directive, and that any material misrepresentation may result in contract termination and other remedies.

**Company Name**

\_\_\_\_\_

**Authorized Signatory (print name)**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

\_\_\_\_\_



# AGREEMENT

## AGREEMENT

**THIS AGREEMENT** made as of the <DATE> day of <MONTH> , 2026.

BETWEEN:

**Town of Shelburne**  
(hereinafter called "the Owner")

-and-

**Contractor**  
(hereinafter called "the Contractor")

WITNESSETH

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

### ARTICLE I

- a. This Agreement applies to the supply of labour, materials and equipment necessary for the Main Street Resurfacing and has accepted the Bidder by the Contractor for the completion of such Works in Town of Shelburne.
- b. This Agreement, together with the Request for Proposal, constitute the "Contract" and are to be read herewith and form part of the Contract as fully and completely to all intents and purposes as through all the stipulations thereof had been embodied herein.
- c. That the date from which this Contract is to be in force is the <DATE> day of <MONTH> in 2026.
- d. Three (3) copies of the Contract have been signed for identification by both parties, which copies have been prepared by S. Burnett & Associates Limited, 210 Broadway, Unit 203, Orangeville, Ontario, L9W 5G4, acting as, and herein (and throughout the Contract) entitled the "Engineer".

## ARTICLE II

### THE CONTRACTOR UNDERTAKES AND AGREES:

- a. To do all the work and furnish all the labour, materials, tools, plant, appliances and transportation necessary or proper for the performing and completing of the work required under this Agreement, as set forth in the plans and specifications and in the manner and within the time as specified within the General Plans & Conditions section of this document.

The said plans and specifications are intended to cover and provide for proper completed work in all respects, and everything necessary to carry out this intent which may reasonably be implied from the plans and specifications must be done by the Contractor, even if not particularly referred to in the plans and specifications.

- b. To complete the work described in this Contract within the allotted time schedule.

All requests for extensions of said completion dates shall be by registered mail to the Owner and the decision of the Engineer with respect to such requests is to be considered final and binding upon the Contractor and the Owner.

- c. The Contractor shall guarantee the work free from any defects in materials and workmanship under normal operating conditions throughout the Period of Guaranteed Maintenance as defined within this Request for Proposal document.

- d. The decision of the Engineer is to be final and binding on the Contractor and the Owner as to the nature and cause of any imperfections and as to the remedy required for each and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Engineer within 48 hours after written notice may result in the Engineer having the work performed by others and the cost thereof being deducted from the amount due to the Contractor.

- e. To furnish the following articles to validate this Contract:

- i. Evidence of Liability Insurance as per General Conditions of Contract;
- ii. Current Clearance Certificate from Workplace Safety & Insurance Board.

- f. To furnish the items as listed within the Ontario Provincial Standards (OPSS. MUNI. 100) General Conditions prior to Release of Holdback and following the Owner's Final Acceptance of the work and prior to the Contractor being released from their responsibility.

### **ARTICLE III**

#### **THE OWNER UNDERTAKES AND AGREES:**

- a. To provide the Contractor with access to and use of their lands and premises to such extent as may be necessary for the continuous and unrestricted prosecution of the Contractor's operation.
- b. That the Contractor shall receive payment for work done, and materials supplied according to the unit prices contained in the Request for Proposal, in accordance with the provisions of this Contract. The unit prices will be applied by the Engineer to the actual quantities of work and materials supplied by the Contractor whether these quantities be more or less than those estimated on the said Request for Proposal or shown on the Contract Drawings.
- c. That the Contractor shall receive payments monthly, or one (1) payment the month following completion of the work should the said work be completed in one (1) calendar month or less, at the rate of 88 percent (88%) of the work actually done and materials in place, according to the estimate of the Engineer, less all forfeitures and deductions provided for in the Contract. These payments shall be authorized on Contract Payment Certificates issued by the Engineer, which will be based upon approximate estimates only, and must not be construed as an acceptance of the work so estimated or as an admission of liability by the Owner in respect thereof.

Within 60 days following the date of preliminary acceptance, when all the work has been substantially completed in accordance with the Contract, a Substantial Performance Payment Certificate will be issued by the Engineer at the rate of 98 percent (98%) of the whole amount due under this Contract.

Within 30 days following the date of Final Acceptance, a Completion Payment Certificate will be issued by the Engineer for the balance of Contract funds of 2 percent (2%) due to the Contractor.

**IN WITNESS WHEREOF** the Contractor and the Owner have respectively affixed their corporate seals and the hands of their proper officers on or about the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

**"Contractor's Name"**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
For the Contractor / Signature & Seal

\_\_\_\_\_  
Date Signed

**Town of Shelburne**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
For the Owner / Signature & Seal

\_\_\_\_\_  
Date Signed

**S. Burnett & Associates Limited**

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date Signed



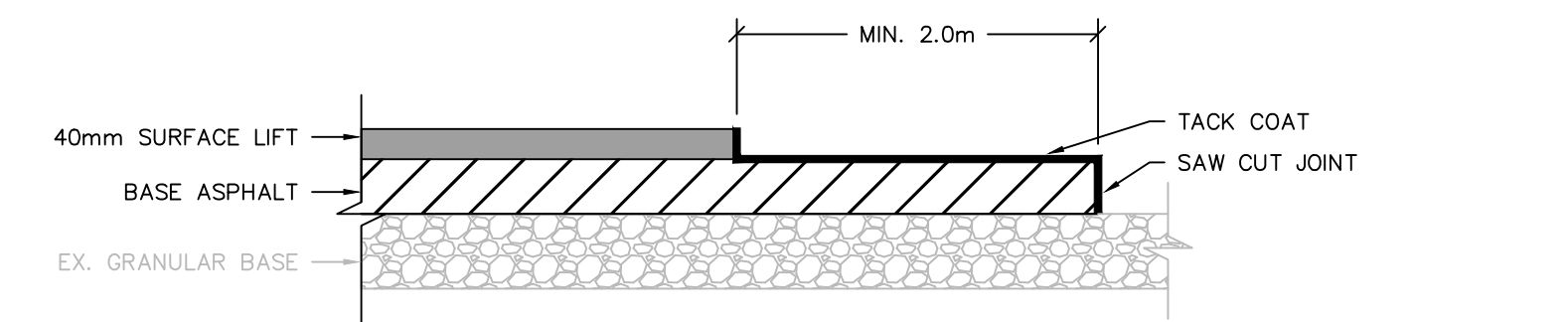
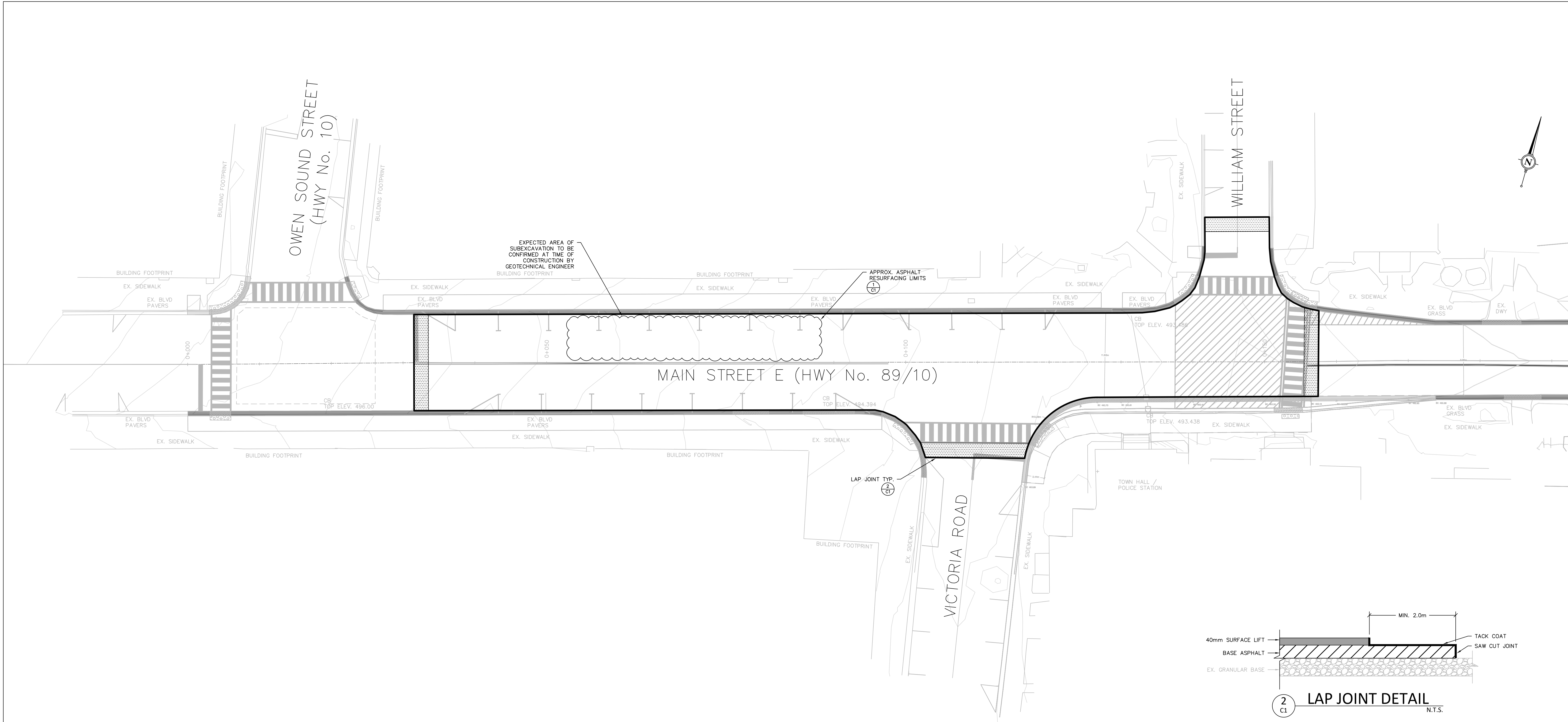
## Appendix A

### Drawings

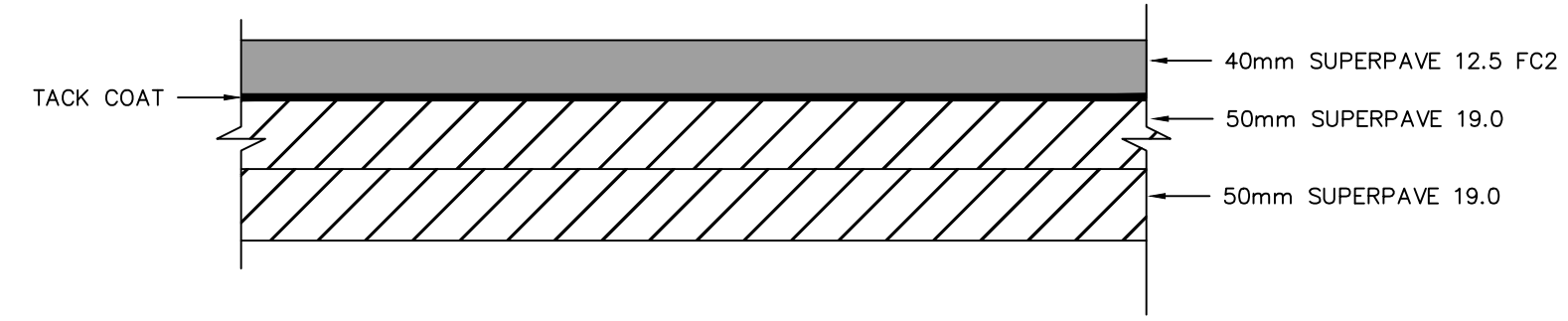
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## Contract Drawings Table of Contents

<b>Drawing No.</b>	<b>Drawing Title</b>	<b>Revision (Addenda No.)</b>
C1	Resurfacing Plan & Details	

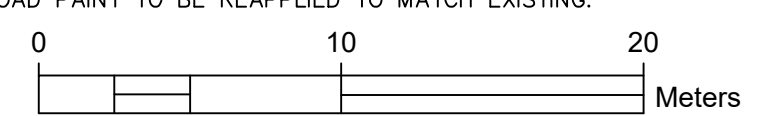


2 LAP JOINT DETAIL  
N.T.S.



1 PAVEMENT DETAIL  
N.T.S.

- NOTES:
- PAVING LIMITS TO BE CONFIRMED WITH TOWN STAFF
  - ALL MILLED JOINTS TO BE LEFT OVERNIGHT SHALL HAVE TEMPORARY RAMPING INSTALLED. CONTRACTOR MAY USE ASPHALT MILLINGS AND REMEDIATE AS REQUIRED.
  - TACK COAT SHALL BE APPLIED ON ALL CURB AND STRUCTURE FACES AND BETWEEN BINDER AND SURFACE ASPHALT LIFTS, MEETING REQUIREMENTS PER OPSS, PROV 308.
  - GRANULAR BASE TO BE INSPECTED BY A GEOTECHNICAL ENGINEER AND SATURATED MATERIAL TO BE SUBEXCAVATED AS REQUIRED.
  - GRANULAR BASE TO BE CROWNED TO A MINIMUM 2% CROSSFALL FROM CENTRE LINE OF ROAD.
  - ALL TRAFFIC CONTROL TO BE PER MTO BOOK 7.
  - ALL ROAD PAINT TO BE REAPPLIED TO MATCH EXISTING.



1. THIS DRAWING IS THE EXCLUSIVE PROPERTY OF S. BURNETT & ASSOCIATES LIMITED AND THE REPRODUCTION OF ANY PART WITHOUT PRIOR WRITTEN CONSENT OF THIS OFFICE IS STRICTLY PROHIBITED.

2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS AND DATUMS ON-SITE AND REPORT ANY DISCREPANCIES OR OMISSIONS TO THIS OFFICE PRIOR TO CONSTRUCTION.

3. THIS DRAWING IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT.

4. DO NOT SCALE THE DRAWINGS.

No.	DATE	ISSUE/REVISION	No.	DATE	ISSUE/REVISION
1.	06-MAR-2026	ISSUED FOR REVIEW			
2.	02-JUN-2026	ISSUED FOR RFP			

CLIENT: TOWN OF SHELburnE

PROJECT: MAIN STREET RESURFACING

DRAWING TITLE: RESURFACING PLAN & DETAILS

DESIGNED BY: B.A. DRAWN BY: S.M. VERIFIED BY: S.B.

SCALE: 1:250 PROJECT No.: M25007

DRAWING No.: C1

M:\M - MUNICIPAL\ADMIN\2025\250007 - SHELburnE 2025 MAIN ST RESURFACING\DRAWINGS\1\_SBA\_CAD & DESIGN\DWG\C1.MXD (2026.03.26.09:46:00)