



THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

invites

TENDERS

to Micro Seal

1.8 KM of Balsam Road & 2.6 KM of Manitou Drive

Sealed Tenders, clearly marked
Tender – 2025-07

will be received by the undersigned until 2:00 p.m.
on Thursday, May 1, 2025.

All tenders are to be submitted on Tender Forms
available from the Township Office.

Lowest or any Tender not necessarily accepted.

Thomas Stoneman, Public Works Superintendent
Township of McKellar
P.O. Box 69, 701 Hwy 124
McKellar, ON P0G 1C0
roads@mckellar.ca
(705) 773-9001

Please Note:

Further information may be obtained by contacting the Public Works Superintendent, Thomas Stoneman, at (705) 773-9001, prior to submitting a tender package.

Accessible Formats and Communication Supports Are Available, Upon Request

INFORMATION TO TENDERERS

1) Delivery and Opening of Tenders

Tenders, sealed in an envelope and **clearly** marked with:

- the project/contract title
- the project/contract number
- and Tenderer's name
- and will be received by the Township of McKellar, 701 Hwy 124, P.O. Box 69, McKellar, Ontario, P0G 1C0, until **2:00 p.m.**, local time on the advertised closing date.

The use of the mail and courier services to deliver a tender will be at the risk of the Tenderer.

On the closing day, commencing at **2:10 p.m.** local time, the envelopes will be opened, and the tenders will be read and recorded publicly at the above-mentioned address. Tenders will then be checked and analyzed.

2) Disqualification of Tenders

Under no circumstances will tenders be considered which:

- are received after 2:00 p.m. local time on the advertised closing date for tenders
- are not accompanied by a bid deposit (**if applicable**) in the form of a certified cheque, **original** bid bond, money order or bank draft, in the specified amount
- are sent by fax
- are not accompanied by a properly executed Agreement to Bond (**if applicable**)

3) Withdrawal or Qualifying of Tenders

A Tenderer who has already submitted a tender may submit further tenders at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that Tenderer for this contract.

A Tenderer may withdraw his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal as in his/her tender to the Township of McKellar, 701 Hwy 124, P.O. Box 69, McKellar, ON P0G 1C0.

Such a submission must be received in sufficient time to be marked before **2:00 p.m.** local time on the tenders' closing date.

The Tenderer's name and the project and contract numbers must be shown on the envelope containing the letter.

No faxes or telephone calls for the withdrawal or qualifying of tenders will be considered.

4) Informal or Unbalanced Tenders

All entries in the *“Form of Tender”* shall be made in ink, by typewriter or printer.

Uninitialed entries or changes made in pencil shall be deemed invalid.

Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the Tenderer’s signing officer), or irregularities of any kind, shall be rejected.

The Township reserves the right to waive formalities at its discretion.

Tenderers who have submitted tenders that the Township has rejected because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

Tenders containing prices that appear to be so unbalanced as to likely adversely affect the Township's interests may be rejected.

Wherever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern, and the amount and Total Tender Price shall be corrected accordingly, unless otherwise decided by the Township.

If a Tenderer has omitted to enter a price for an item of work set out in the *“Form of Tender”*, he/she, unless he/she has specifically stated otherwise in his/her tender, will be deemed to have allowed elsewhere in the *“Form of Tender”* for the cost of carrying out the said item of work and, unless otherwise agreed to by the Township, no increase shall be made in the total Tender Price on account of such omission.

5) Examination of Site

Each Tenderer should visit the site of the work before submitting his/her tender and must satisfy himself/herself by personal examination as to the local conditions to be met during the construction and conduct of the work. He/she shall make his/her estimate of the facilities and difficulties to be encountered, including the nature of the subsurface materials and conditions. He/she is not to claim at any time later in the submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

Any person who proposes to carry out any investigation of any property related to the proposed works shall, before entering the said property, and any other property, and before commencing the said investigation, notify the owner and occupant of such other property of the access required and obtain the agreement in writing thereto of all such owners and occupants. The person responsible for carrying out such an investigation or using access as aforesaid shall reinstate the property and shall be responsible for all damage and claims resulting from such use per the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the owner and the Township shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

6) Tender

Each tender shall include the *“Information to Tenderers”* and a completed *“Form of Tender”* together with any further forms or sheets which the Tenderer is instructed elsewhere or in any addendum hereto to submit with this tender.

7) Omissions, Discrepancies and Interpretations

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she should notify the Public Works Superintendent, preferably in writing and not later than four days before the closing date for tenders.

If the Public Works Superintendent considers correction, explanation or interpretation necessary or desirable, he/she will issue an Addendum. No oral examination or interpretation shall modify any of the requirements or provisions of the tender documents.

The Tenderer also declares that in tendering for the work and in entering into the contract he did not and does not rely upon information furnished by the Township or any of its servants or agents respecting the nature or confirmation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for, or in connection with the tender or the contract by the Township, except information excluded explicitly from this sub-section.

8) Amounts are Estimated

The amounts of the areas described in the *“Form of Tender”* are estimates only for establishing a dollar amount/cost.

9) Right to Accept or Reject Tenders

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer before or after or because of the acceptance or the non-acceptance by the Township of any tender or by reason of any delay in the acceptance of a contract being prepared and executed.

The Township reserves the right to reject any or all tenders and waive formalities, as its interests may require, without stating the reasons, and the lowest or any tender will not necessarily be accepted.

10) Agreement and Contract Execution

If the successful Tenderer fails to provide the Township with the executed agreement within the ten-day period, together with the requirements as specified within, the Township may accept another tender, advertise for new tenders, negotiate a contract, or not accept any tender, as the Township may deem advisable.

11) Proof of Ability and Sub-Contractors

To aid the Township in determining the responsibility of each Tenderer, the Tenderer shall complete the following statement sheets, which are attached herein:

Statement “A” states the Tenderer’s experience in similar work, which he/she has completed.

Statement “B” stating the work and equipment the Tenderer proposes to use to perform the work.

Statement “C” lists any subcontractor carrying out any part of this contract. This list shall show the names of the proposed subcontractors and the work for which each subcontractor will be responsible.

12) List of Sub-Contractors

The Tenderer agrees to submit a list of subcontractors (Statement “C”) who will carry out any part of this contract.

This list shall show the names of the proposed subcontractors and the work for which each subcontractor will be responsible.

The Township has the right to reject any of the subcontractors so named. In this event, the Tenderer shall arrange to have the proposed work done by such other subcontractor as may be approved by the Township. Only one name shall be shown for each sub-trade.

The Tenderer may not substitute the other subcontractors for those named in the tender without written approval from the Public Works Superintendent.

Should the Tenderer cease operation, subcontractors should not be allowed to continue to work on the site unless an authorized representative of the Tenderer is always present. The Tenderer shall notify the Public Works Superintendent in writing of the names and positions of the person or persons representing the Tenderer.

13) Workplace Safety and Insurance Board (WSIB) and Harmonized Sales Tax Requirements

When entering this contract with the Township, the contractor shall make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.

The selected Tenderer shall submit such a statutory declaration or clearance letter to the Township in duplicate, together with the Agreement executed by the said Tenderer. Each of the two executed sets of the contract shall include one copy of the statutory declaration or clearance letter.

The proponent certifies that it has met all its obligations to comply with Workplace Safety and Insurance Board and Harmonized Sales Tax requirements so that it can do business in Ontario.

14) Occupational Health and Safety

For the purposes of the Occupational Health and Safety Act, the successful Tenderer is the “constructor” as defined in the Act. It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides, in addition to other things:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project:
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- c) THAT the health and safety of workers on the project is protected.

15) Inquiries During Tendering

Tenderers are advised that inquiries regarding the tender documents shall be directed to **Thomas Stoneman, Public Works Superintendent** at roads@mckellar.ca or (705) 389-2891.

16) Insurance

The contractor must carry general liability insurance of at least \$5,000,000.00 coverage for any one claim. The Township shall be named as an additional insured party.

Both owned and non-owned vehicles employed under this contract will require a minimum of **\$5,000,000.00** coverage in any one claim.

The Tenderer to whom this contract is awarded shall supply the Township with proof of insurance and a copy of the policy before Township officials sign the agreement and provide coverage throughout the contract term in the amounts specified.

The insurance policies shall comply with all the requirements of the funding agencies attached hereto.

17) Hold Harmless

The Contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, caused by reason of the existence or location or conditions or works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Corporation of the Township of McKellar harmless, and indemnified for all such damages and claims for damage.

18) Additional Work

- a) All unforeseen and/or additional work to be performed by the Contractor must be approved by the Public Works Superintendent (or his/her designate) before commencement of the work.
- b) All additional work of a similar nature to this contract shall be charged at the contract unit price.

19) Security and Bonding Requirements (successful Bidder only)

The Contractor is required to provide a Performance, and a Labour and Material Bond as follows, to guarantee his faithful performance of this contract and his fulfillment of all obligations concerning maintenance and payment for Labour and Materials used on this work.

- a) A Performance Bond of 100% of the contract price where the contract price exceeds \$150,000.00.
- b) A Labour and Materials bond in the amount of 50% of the contract price, where the contract price is greater than \$150,000.00.

Each Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada. An agreement to Bond must be submitted with the tender bid (where applicable). Bonding company standard 'Agreement to Bond' forms are acceptable.

The Tenderer agrees to furnish the Bonds as required herein, in duplicate, within ten calendar days after the Township notifies the Tenderer of the award of the Contract. One copy of the said bonds shall be attached to each of the two executed sets of the Contract.

20) Method of Payment

Detailed invoices must be submitted in duplicate to:

Thomas Stoneman, Public Works Superintendent
701 Hwy 124, P.O. Box 69,
McKellar, ON P0G 1C0

21) Anticipated Start Date

The anticipated start date for this contract will be negotiated with the Contractor and the Township. Upon receipt of appropriate documentation, the successful bidder will be notified exactly when the project will commence.

22) Completion Date

The Contractor shall complete the work within seven working days of the start date and no later than August 30, 2025. If this time limit is insufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to allow the work to be completed by the above date. Additional costs incurred shall be included in the price bid for the works.

23) Fixed Completion Date and Charges

1. Time:

Time shall be the essence of this Contract

2. Progress of the Work and Time for Completion:

The Contractor shall diligently complete the work on this contract by August 30, 2025.

3. 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 within the dates of completion specified aforementioned, or as extended in accordance with subsection GC3.07, Extension of Contract Time, of OPS General Conditions of Contract, September 1999, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$1,500.00 as liquidated damages for every calendar days delay in finishing the work beyond the dates of completion prescribed above. It is agreed that this amount estimates the actual loss or damage to the Owner that will accrue over the prescribed completion dates.

24) Bids

All tender parts must be bid and awarded based on the sum of all the parts.

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____ 2025

**BETWEEN: THE CORPORATION OF THE TOWNSHIP OF McKELLAR TOWNSHIP
hereinafter called the “Township” of the FIRST PART
-and-**

(Name of Contractor)

Hereinafter called the “Contractor” of the SECOND PART

WITNESSETH that the “Contractor” for and in consideration of the payment provided herein to be made to the “Contractor” by the “Township”, shall supply all labour, materials and equipment required to perform the work as described in

TENDER 202-07 FOR MICRO SURFACING APPLICATION 1.8 km of Balsam ROAD and 2.6 km of Manitou DRIVE

In accordance with accompanying “Information to Tenderers” and “Form of Tender”, all of which form part of this agreement.

WITNESSETH that the “Township” agrees:

- 1. To provide the “Contractor” with access to its land to the extent necessary to perform the work under this contract.
- 2. To pay the “Contractor” as outlined in the “Information to Tenderers” of this Contract.

IN WITNESS WHEREOF, the “Contractor” and the “Township” have respectively affixed their corporate seals and the hands of their proper officers on the day and year first above written.

SIGNED, SEALED AND DELIVERED in the Presence of:

“CONTRACTOR”

THE CORPORATION OF THE
TOWNSHIP OF McKellar Township

Name of Contractor (Print)

Mayor

Signature of Contractor

Clerk

Witness

Witness

Date

Date

FORM OF TENDER

The Tenderer has carefully examined the Provisions, Specifications and Conditions referred to in the Tender Documents hereto as part of the work to be done under this Contract. The Tenderer also understands and accepts the said Provisions, Specifications and Conditions and hereby states that the prices outlined in this tender include full compensation to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Specifications and Conditions referred to in the said Tender Documents.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if not found to be required.

Notification of acceptance may be given, and the "Form of Agreement" may be delivered by prepaid post, addressed to the Tenderer at the address contained in this Tender.

Project Description: Micro Surfacing Application
Project Locations: BALSAM ROAD & MANITOU DRIVE, MCKELLAR

Item No.	Description	Location	Quantity in m ²	Unit Price	Amount
1	Type II Micro Surfacing	BALSAM ROAD	12, 600 m ²		
2	Type II Micro Surfacing	MANITOU DRIVE	18, 200 m ²		
Subtotal					
HST					
Total Tender Price					

Offered on behalf of:

Contractor: _____

Address: _____

Telephone: _____ Fax Number: _____

Authorized Signature: _____ Seal:

Name: _____
(Please Print or type)

Witness: _____

Date: _____

**FORM OF TENDER
STATEMENT "A"
Tenderer's Experience**

As an integral part of this tender, the Tenderer shall list here his/her experience in work of a similar nature to that being tendered, which he/she has successfully completed

YEAR	DESCRIPTION OF CONTRACT	FOR WHOM PERFORMED	APPROXIMATE VALUE
-------------	------------------------------------	-------------------------------	------------------------------

**FORM OF TENDER
STATEMENT "B"
Proposed Work and Equipment**

As an integral part of this tender, the Tenderer shall provide below a statement of the work and equipment he/she propose to use for the work.

WORK

EQUIPMENT

**FORM OF TENDER
STATEMENT "C"
List of Proposed Sub-Contractors**

Sections 11 and 12 of the "Information to Tenderers" require the Tenderer to list on this statement sheet the name of each proposed sub-contractor.

SUB-TRADE

PROPOSED SUB-CONTRACTORS

GENERAL CONDITIONS:

Ontario Provincial Standards General Condition of Contract – September 1999

General Conditions of Contract and the Ontario Provincial standard listed below apply to this Contract unless otherwise stated in the attached Tender documents. The particular version in effect when the Contract is advertised shall apply. Where further detail or clarification is required, reference shall be made to the appropriate Ontario Provincial Standard below.

Spec No.	Date	Spec. No.	Date
127	Apr. 2005	501	Feb. 1996
128	Jun. 2002	506	Nov. 2001
180	Jan. 1994	543	Dec. 1990
310	Nov.2004	1001	Nov. 2002
304	Apr. 1999	1150	May 1994

Payment, Holdback and Completion:

- a) Monthly payment shall be paid for ninety percent (90%) of the estimated value of the work performed, within thirty (30) calendar days of certification of the work estimate by the Contractor. The Municipality shall prepare the estimate.
- b) In addition to the normal ten percent (10%) holdback, additional holdback may be retained to cover any written liens submitted during the Contract.
- c) As soon as possible following the certification of contract completion, the Municipality shall prepare the final estimate of payment and submit it for certification by the Contractor and any Subcontractors. The Contractor shall return the certified final estimate and Worker's Compensation Board clearance within thirty (30) calendar days.
- d) Hold back, not including an amount retained for unresolved claims, will be released to the Contractor forty-five (45) calendar days after certification by the Municipality that the Contract is 'complete' (see Construction Lien Act).

Scope of Work:

The roads to be micro-sealed are identified in Schedule A, which is attached hereto.

SPECIAL PROVISIONS:

GENERAL SPECIAL PROVISIONS:

Intent of These Provisions

These Special Provisions, forming part of this Contract, are in addition to any specifications and modify the work or cover work not contained therein.

The Standard specifications, read in conjunction with the special Provisions, form the complete

specification governing the work to be performed under this contract.

Micro Surfacing Type

The Contractor shall provide all labour, equipment, and material to install Type II Micro Surfacing over the existing high-float double surface treatment.

Contractor's Schedule of Work

The Contractor shall provide a completed "Schedule of Work" prior to the commencement of work. No work shall be carried out on Saturdays and Sundays.

Road Width

Micro surfacing will be applied over the full width of the existing surface treatment, approximately 7.0 metres wide and approximately 1 metre wider on the horizontal road curves.

Road Intersections

Specified side road intersections with surface treatment shall be micro surfaced approximately 10 metres back from the edge of the roadway, including intersection radii.

Micro Surfacing Design

- The micro surfacing mix design shall be determined by a materials laboratory equipped to determine the mixed proportions and prepare the job mix formula.
- The mix design shall identify the aggregate source.
- The aggregate and emulsified asphalt compatibility shall be confirmed by the laboratory that is designing the mix.
- All component materials used in the mix design shall represent the material used on the contract.
- The mix design proportions shall be within the following limits:
 - Residual Asphalt: 7.5% - 13.5% by dry mass of aggregate
 - Mineral Filler: 0% - 3.0% by dry mass aggregate
- The micro-surface material shall be designed so that traffic can resume on the surface within four hours.
- Two weeks before the micro surfacing operation starts, the final mix design shall be submitted in writing to the Contract Administrator with the results of the tests listed in Table 1. The material shall only be placed after the Contractor Administrator reviews the mix design.
- Approval by the Contract Administrator shall not relieve the Contractor of any guarantees stipulated within the contract.

Materials

Emulsified Asphalt 336.05.01

The emulsified asphalt shall be designed for micro surfacing work and shall meet the requirements of OPSS 1103.

Mineral Filler 336.05.03

Mineral filler shall be Portland Cement Type 10 meeting the requirements of CAN/CSAA5/A8/A362.

Water 336.05.04

Water shall be according to OPSS 1302.

Equipment

The addition of the following amends subsection 336.06.02 of OPSS 304:

The Contractor shall only use equipment of newer vintage and in good condition.

The equipment proposed must be acceptable to the municipality.

Rotary Power Brooms 336.06.01

Rotary power brooms shall be capable of cleaning gravel, sand, dirt and other debris from the roadway surface.

Mixing and spreading Equipment 336.06.02

Mixing equipment shall be specifically designed and manufactured to mix and place micro surfacing material.

Spreading equipment should be designed to spread a fine mist of water on the road surface immediately before the spreading of micro surfacing.

The spreader box and rear strike-off shall be designed and operated to ensure uniform consistency and a free flow of material to the rear strike-off.

The spreader box shall have suitable means provided to adjust it to compensate for variations in the pavement geometry. The box shall be capable of spreading micro surfacing in one pass at varying widths up to 3.75 metres.

Alignment Control

A string line or other device shall be provided to ensure that the longitudinal edges of the new surface meet the existing pavement edge.

Construction

Operational 336.07.01

The micro surfacing shall only be placed when the atmospheric temperature is at least 10 degrees Celsius and rising, the weather is free of fog, rain, or high relative humidity, and temperatures below 0 degrees Celsius are not forecast within 24 hours from the time of the application.

Traffic, including construction traffic, shall be kept off the freshly placed mixture to prevent damage to the surface. The Contractor shall be solely responsible for keeping traffic off the new surface and shall repair/replace surface damage by premature traffic at the Contractor's cost.

The start date of the application of the micro surfacing shall be arranged with the Public Works Superintendent.

Documentation 336.07.02

A summary of the quantity and application rate of the micro surfacing placed, and a list of the quantities used for each component: aggregate, emulsified asphalt, water, mineral filler, and additive, shall be submitted daily to the Contract Administrator or representative.

Surface Preparation 336.07.03

Surfaces shall be swept clean with a rotary broom. Areas inaccessible to the power broom shall be cleaned manually.

Material Application 336.07.04

Micro surfacing application rates shall be as per OPSS-377 Table 3.

Handwork 336.07.04

Areas that cannot be reached with the micro surface machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened before mixed placement, and the micro surfacing shall be applied concurrently with the machine-applied process.

Appearance 336.07.06

The finished micro surfacing, including areas of handwork, shall have a uniform texture, free from excessive scratch marks, tears or other surface irregularities. Tear marks in any 12 s.m. area per lane is considered excessive if there are:

- a) four or more marks \pm 12 mm wide and \pm 100 mm long.
- b) any marks \pm 25 mm wide and \pm 25 mm long

No longitudinal ripples, raking, wash-boarding, chatter, or other irregularities will affect ride quality.

The edges of the micro surfacing shall be finished uniformly and neatly along the roadway centerline, lane lines, shoulder, pavement edge, and curb lines.

Joints 336.07.07

The longitudinal and transverse joints shall appear uniform with no excessive material buildup. Micro surfacing shall be placed to match lane configurations.

Clean Up 336.07.08

The micro surfacing material shall be removed from all areas, such as shoulders and gutters, as specified by the Contract Administrator. Any debris associated with the work performance shall be removed daily. Appurtenance shall be free of micro surfacing and left in operable condition.

Repair of Damaged Surfaces 336.07.09

Damaged micro surfacing surfaces shall be repaired by the Contractor at his own cost.

Trial Area 336.07.10

At the commencement of the micro surfacing operation, a trial area 100 metres in length and one lane wide shall be placed to demonstrate the ability to produce micro surfacing according to this specification.

The Contract Administrator will inspect the micro surfacing for conformance within four hours. The Contractor shall be required to repeat this operation on a new trial area until the micro surfacing placed in the trial area meets the specification.

The Contractor shall bear all costs associated with unacceptable trial areas.

The Contract Administrator shall approve the location of the trial area.

Management and Disposal of Excess Material 336.07.11

Management and disposal of excess material shall be according to OPSS 180.

Quality Assurance

Sampling 336.08.01

The aggregate shall be stockpiled two weeks before construction for sampling and testing. As determined by the contract administrator, samples for gradation testing shall be taken from the stockpile.

Payment

Payment for micro surfacing shall be by the square metre as measured in place.

The Owner's representative and the Contractor shall jointly measure the quantities.

The unit prices should include all intersection work.

Payment at the unit price shall be full compensation for all labour, equipment and material required to do the work with no deduction for appurtenances.

Removal, disposal and replacement of any damaged or defective micro surfacing is at the Contractor's expense.

The accepted trial area shall be paid for micro surfacing at the contract unit price.