



**REQUEST FOR TENDER  
PW-03-2026: Crack Sealing**

**Clean, Root and Seal**

**RFT CLOSING**

**DATE: Friday, March 13, 2026**

**TIME: 2:00 PM**

**LOCATION: Wingham Town Hall**

**Township of North Huron  
P.O. Box 90  
274 Josephine Street  
Wingham, ON  
N0G 2W0**

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

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**FORM OF TENDER**

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this tender package and the Contractor understands and accepts the said provisions, plans, specifications, and conditions, and for the prices set forth in this tender, hereby offers to furnish all machinery tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender

Attached to this tender is a certified cheque in the amount specified in the "Tendering Requirements" made payable to the Township of North Huron. The proceeds of the cheque shall, upon acceptance of this tender, constitute a deposit which shall be forfeited to the Township of North Huron if the Contractor fails to complete the work in accordance to the provisions, plans, specifications and conditions attached hereto.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Township of North Huron's Director of Public Works or their designate, without alteration of the contract unit price.

All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed by the bidder in the space provided.

I/We the Contractor hereby certify that we will work with the Township and fulfill the quote by September 18, 2026.

By: \_\_\_\_\_  
(Name of Firm or Individual – Contractor)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I have authority to bind the company.

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

Accepted on behalf of the Township of North Huron:

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

## **SUBMISSION INSTRUCTIONS**

### **S.1 Definitions**

The following definitions shall apply throughout the Tender:

“**Agreement**” refers to the agreement between the Township of North Huron and a Contractor.

“**Award**” refers to the selection by the Township of North Huron of a successful Tender for the provision of engineering services in this Tender process.

“**Contractor**” refers to any person or corporation participating in this request for Tender process.

“**Director**” refers to the Director of Public Works and Facilities for the Township of North Huron.

“**Township**” refers to The Township of North Huron.

“**MTO**” refers to the Ministry of Transportation, Ontario

### **S.2 Submission Requirements**

- a) **Two hard copies** of the Tender shall be submitted in a sealed envelope clearly marked with the Tender number and title (enclosed):

## **PW-03-2026 Crack Sealing**

### **Clean, Root and Seal**

- b) Tenders must be addressed to ATTN: Kevin Watson, Director of Public Works & Facilities for the Township of North Huron. Mailing address: 274 Josephine Street, P.O. Box 90, Wingham Ontario, N0G 2W0, and must be received by the Township of North Huron no later than the Closing Date and Closing Time of:

**2:00 PM (Local time)**

**on**

**Friday, March 13, 2026**

- c) The Contractor shall assume all responsibility and risk with respect to the means it selects to deliver a Tender or Quotation to the Township.
- d) The Tender will be marked by the Director, or designate, with the time and the date that the Tender was received.
- e) On the Closing Date, commencing at 2:00 PM, the Tender envelopes will be opened and the names of the Contractors that have submitted Tenders will be recorded by staff in the Township of North Huron office and posted on the Township website. There will be no public opening. Tenders will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- f) The Township will not accept a response to this Tender by facsimile, electronic submission, or another electronic device.
- g) All Tenders must be clearly written or typewritten. Erasures, overwriting or strike-outs shall be initialed by the person signing the Tender.
- h) Late Tenders will be returned unopened.

### **S.3 Privilege Clause**

The Township 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. Without limiting the generality of the statement immediately above, the Township shall not be required to award or accept a tender, or recall the tender at a later date:

- a) When only one bid has been received as a result of the tender;
- b) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods or service;
- c) When all bids received fail to comply with the specifications of the tender terms and conditions;
- d) Where a change in the scope of work or specifications is required.

Further the Township reserves the right to accept any portion of a tender. Selection of

the successful tender shall be subject to approval by the Council of the Township of North Huron.

#### **S.4 Any Communications**

Any communications regarding this Tender must be addressed to the attention of the Director of Public Works and Facilities or his/her designate.

#### **S.5 Withdrawal or Revision of Tenders**

- a) A Contractor may withdraw or revise all or part of a Tender at any time up to the Closing Date and Closing Time.
- b) A Contractor may withdraw or revise all or part of a Tender by submitting a letter requesting removal of the previously submitted Tender from the tender box and bearing the signature of an authorized signing officer to the Director. The Director will mark thereon the time and date of receipt and will place the letter in the tender box. Requests made by telephone or fax will not be considered. The previously submitted Tender will then be removed from the tender box and returned unopened to the Contractor and the Contractor may submit a revised or new Tender.

#### **S.6 Alterations or Variations**

No alterations or variations of the Agreement shall be valid or binding upon the Township of North Huron unless authorized in writing.

#### **S.7 Accuracy of Tender and Related Documents**

The Township has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Tender, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Township will not be bound by, or be responsible for, any explanation or interpretation of the Tender documents other than those prepared in writing. In no event shall Contractors rely on any oral statement by the Township or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Township is subject to the provisions of this section.

#### **S.8 Oral Explanation or Interpretation**

No oral explanation or interpretation by the Township shall modify any of the requirements or provisions of the Document.

#### **S.9 Due Diligence**

Contractors are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other

advice necessary for the preparation of their Tender.

### **S.10 Contractor's Responsibility**

It will be the Contractor's responsibility to clarify with the Township any questions with respect to the Tender documents in accordance with the procedure set out in S.4 Any Communications before submitting their Tender.

### **S.11 Addendum**

By the issuance of a cancellation or addendum, the Director may cancel the tender, revise, delete, add to or substitute any part of the Document; extend the Closing Date, or provide an explanation or interpretation.

### **S.12 Tender Costs**

The Township will not be responsible for any costs incurred by a Contractor in preparing and submitting a Tender.

### **S.13 Claims or Litigation**

The Township reserves the right not to accept a Tender from or make an Award to any Contractor, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contracts, Tenders or business transactions.

### **S.14 Freedom of Information**

The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under S.4 Any Communications.

### **S.15 Non-Lobby**

If any Director, employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, or any Director, officer, employee or agent of the Township, the media, or consultants to the Town, with the exception of the contact listed under S.4 Any Communications, whether before or after the submission of the Tender, the Township will be entitled to reject the Tender. The requirement does not extend to any public deputation that may be made to any Township committee.

## TERMS OF REFERENCE

### 1.0 INTRODUCTION

This Tender is for the cleaning, rooting and sealing of 25,000-30,000 linear metres of asphalt cracking

The Township of North Huron is seeking to retain the services of a qualified contractor to provide all necessary equipment, personnel, and resources necessary to perform all work associated with this tender.

The following Terms of Reference outline the work as contemplated by the Township and are for guidance only.

It is understood and agreed that the Tender quantities are estimated only and may be increased or decreased by the Township without any alteration of the Tender unit price, however, such increases or decreases shall not exceed twenty percent (20%).

### 2.0 BID DEPOSIT

Each tender must be accompanied by a certified cheque in the amount designated below and made payable to the Township of North Huron in the amount of ten percent (10%) of the total Tender price. Tenders submitted without a certified cheque will not be considered.

The bid deposit for the awarded bidder will be placed in the Township's bank account. All other bid deposits will be returned the bidder the day following the Award. The bid deposit for the lowest bidder will be refunded with the final progress billing, provided the work is completed to the satisfaction of the Operations Supervisor.

### 3.0 ACCEPTANCE OF TENDER

Any or all tenders not necessarily accepted. The Township of North Huron reserves the right to reject any or all tenders without stating a reason. **Tenders are to be initialed at the bottom of each page and all spaces to be completed in full for the tender to be accepted.**

### 4.0 ITEMS

Not Applicable.

### 5.0 WEIGHING AND MEASURING

When the contract is accepted by the specified unit price, the price per unit shall include measurement supplied by the Contractor. The Contractor shall supply to the Township proof of measurement of the product supplied. Certificate of Calibration for all scales utilized during the project are to be provided to the Township of North Huron prior to commencing with operations.

## **6.0 QUALITYCHECK**

The successful bidder agrees that if any discrepancy in the quality of the work exists between himself and the Town, an engineering firm shall be engaged at the Contractor's expense, and the findings will be compared to the appropriate OPSS pertaining to the specifics of this tender. Acceptance or rejection of the completed work shall then be at the discretion of the Township. At any stage, the contract can be halted until tests are made under the supervision and to the satisfaction of the Township.

## **7.0 SOURCE OF MATERIAL**

The Township reserves the right to reject any supplier and or materials at its sole discretion. The Contractor is to provide all materials and source of material as per the terms of this contract.

## **8.0 COMPLETION**

Application of procedure as specified shall be completed no later than September 18, 2026.

Once the work has commenced, the contractor shall ensure that the work progress to completion without delay. The only exception to this will be due to weather conditions not being suitable to apply the proper procedure. The Director of Public Works and Facilities or their designate will have sole discretion for determining when weather conditions are not suitable for the application.

## **9.0 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 date of completion, damages 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 in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of Five Hundred Dollars (\$500.00) per day for liquidated damages for each and every calendar day delay in finishing the work beyond the date of completion prescribed, and it is agreed that this amount is an estimate of actual damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

The Owner may deduct any amount 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.

## **10.0 INSURANCE**

Upon award of the tender, the successful bidder must furnish to the Township, at their expense, certificate(s) of insurance satisfactory to the Township of North Huron, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the

Township of North Huron requires the successful bidder to provide a certified copy of the policy. This shall be provided, minimum one week, 7 calendar days prior to the commencement of any work. The project will not proceed, nor will contractor owned equipment be permitted on municipal properties without the provision of this documentation.

The certificate(s) in the amounts listed below are to be provided:

\$5 million – Commercial general liability

Such policy shall contain:

- An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Township of North Huron.

### **11.0 HEALTH AND SAFETY**

The Township of North Huron is serious in its application of Health and Safety protocols. The Consultant is expected to adhere to all legislated and regulated health and safety regulations. When working on the road side the Contractor must adhere to the Ontario Traffic Manual – Book 7 – Temporary Conditions. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Town. The Contractor shall provide to the Township a copy of their Health and Safety policy, or a written statement that they have a Workplace Health and Safety policy in effect.

### **12.0 WSIB**

The Contractor shall provide the Township with a WSIB certificate of clearance, upon award of contract and must be updated a minimum one week prior to the start of the work. The project will not be permitted to proceed in the absence of this documentation.

### **13.0 REGULATIONS AND LAWS**

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-Laws and Regulations relative to the performance and scope of the work.

### **14.0 PAYMENT**

The Township of North Huron agrees to pay the Contractor on or before the fifteenth day of each month during the lifetime of the agreement for the previous month's work, for invoices received by the last business day of each month.

### **15.0 WITHDRAWAL**

The Township reserves the right to withdraw, at its discretion, this tender at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

**16.0 QUALITY ASSURANCE TESTING**

All necessary analysis of products/materials used specific to the Tender shall be supplied by the contractor, and payment for the above shall be deemed to be included in the unit price.

**17.0 INDEMNITY**

The successful bidder shall indemnify and hold the Township harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

**18.0 EXPERIENCE**

The following is a list of projects similar in type and scope to this Work, which have been successfully completed by the Contractor.

LOCATION	OWNER	PHONE	DESCRIPTION	COMPLETION DATE

**19.0 UNIT PRICING**

Cleaning, routing, and applying hot rubberized crack sealant to 25,000-30,000 linear metres of asphalt cracking on Westfield Road, between London Road (Highway 4) and Donnybrook Line.

Price per ton \_\_\_\_\_

REPEAT TOTAL TENDER PRICE IN WRITING (including HST)

DOLLARS: \_\_\_\_\_

I/WE (the Contractor) hereby agree to complete this Contract in accordance with the terms contained herein.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 2026

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Authorized Person (Please print)

\_\_\_\_\_  
Name of Witness (Please print)

\_\_\_\_\_  
Position

Corporate Seal