

MEMO

DATE: April 14, 2026 PAGES: 14
FROM: Shawn Bromley, Director of Public Works
TO: Area Contractors
RE: Municipality of Huron East Asphalt Tender

Asphalt Paving Tender

Contract NO. HE-04-2026

Amendment 1

The tender closing date is **Thursday, April 30th, 2026, at 12:00 NOON.**

If you have any questions, please contact us at 519-527-0160 or toll free at 1-888-868-7513.

We look forward to receiving your quotation.

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Please confirm that you have received this tender by email message to
planningco@huroneast.com

The Municipality of Huron East

Public Works Department

Asphalt Paving

Contract NO. HE-04-2026

The Contractor has carefully examined the provisions, plans and specifications and conditions attached to this tender and has carefully examined the site and location of the work to be done under the contract, 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 or bid bond in the amount specified in the "Information To Bidders: Tender Deposit", made payable to the municipality. The proceeds of this cheque/bond shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to file with the municipality an executed form of agreement for the performance of the work prepared by the municipality in accordance with this tender and the provisions, plans, specifications and conditions attached hereto within ten (10) days from the date of Acceptance of the Tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alterations of the contract price, however, such increase or decrease shall not exceed 20 percent.

I/We (the Contractor) promise to commence work on _____
(to be completed by Contractor)

and to diligently perform the work continuously without undue delay.

BY _____
Name of Firm or Individual (Hereafter referred to as "The Contractor")

Address

Name of Person Signing for Firm

(Signature)

Office of Person Signing for Firm

Email address

Phone Number

Date

The Municipality of Huron East

Public Works Department

Information To Bidders

Locations Of Work: See maps attached.

1. Canada Company Rd from North Line to Beechwood line in Huron East, McKillop Ward. For the sake of this tender, the term Owner refers to The Municipality of Huron East.

Scope Of The Work:

This work shall consist of applying padding as required and HL4 hot mix surface asphalt to existing road(s).

Supply Of Materials:

The contractor will supply all materials.

General Conditions Of Contract:

Division of OPS dated September 1999 will form part of the Contract Documents. This form has not been included with the Tender Documents.

Tender Guarantee:

Every Tender shall be accompanied by a bid bond payable to The Municipality of Huron East.

All bid bonds will be returned to the respective bidders within 7 days after proposals are opened, except those which the Municipality elects to hold until the successful bidder has executed the Contract and furnished an Agreement to Bond in the amount of 100% of the tender price. Thereafter, all remaining bid bonds will be returned within 7 days.

Contract Agreement:

The successful bidder will be required to enter into an agreement with the owners within ten days after being notified by the owners of the acceptance of Tender. This agreement stipulates that liquidated damages will be assessed to the Contractor for every day beyond the expiration of the completion date that the work is not completed and accepted by the Public Works Manager.

Insurance:

Before signing the Contract Agreement, the Municipality will require the Contractor to furnish certificates or affidavits to show:

- a) Employees are currently covered by Workers Compensation.
 - i. General Liability and Property Damage Insurance coverage in the amount of \$5,000,000.00. The policy shall be endorsed to provide that it shall not be altered, cancelled, or allowed to lapse without 30 days prior written notice to The Owners. The Municipality of Huron East is to be named as co-insured on said Insurance Policy. A certificate of Liability Insurance or a certified copy of the insurance coverage must be provided to the Owner prior to execution of the Contract.
 - ii. Standard Automobile Insurance coverage providing third party limits of at least \$2,000,000 on all licensed vehicles used in the performance of services required in this contract.

Tender Deposit:

A certified cheque or bid bond made payable to the municipality in the amount of 10 percent (10%) of the total tender must be submitted with the tender. The cheques/bonds of the unsuccessful bidders will be returned within seven (7) days of tender opening. The tender cheque/bond of the successful bidder will be retained by the municipality until completion of the contract.

Tenders not accompanied by a certified cheque or bid bond will not be considered.

If the successful bidder wishes, they may file with the municipality, a completed performance bond signed and sealed by a recognized bonding company, in the amount of one hundred percent (100%) of the total estimated tender. Upon receipt of such a bond and execution of the contract, the tender deposit will be returned to the contractor.

Failure To Execute Contract:

Failure to execute a Contract and file an Acceptable Bond as provided herein shall be just cause for the annulment of the award and the forfeiture of the Tender Guarantee to the Municipality of Huron East, not as a penalty, but in liquidation of damages sustained.

Access To Site:

The Contractor must make arrangements with property owners concerning any access to private property.

Date Of Commencement:

Work shall not begin prior to giving 72 hours' notice to The Owners.

Date Of Completion:

The date of completion for this Contract shall be **September 30th, 2026.**

Request for **extensions of time may be granted if**, in the opinion of the Public Works Manager, unusual circumstances warrant such extension and where possible at least 15 days' notice is given in writing to the Director of Public Works.

Competency Of Bidders:

Bidders must be capable of performing the work bid upon. Bidders may be required to furnish a statement covering experience in similar work, list of machinery, plant and other equipment available for the proposed work, and such statement of financial resources as may be deemed necessary.

Tender Documents:

Tenders which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

All blanks must be legibly and properly filled in on the printed forms supplied for that purpose, otherwise the Tender may be declared informal.

The Municipality of Huron East reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in the interest of the municipality to do so.

Traffic Provision And Control:

The Contractor shall provide, erect and maintain construction signs in accordance with provincial standards.

Date & Place For Receiving Tenders:

Proponents are required to submit one (1) copy of the tender bid in a sealed envelope and clearly identified as **“Contract NO. HE-04-2026 Huron East Asphalt Paving”**

No later than **12:00 pm Noon on Thursday, April 30th, 2026, to: Shawn Bromley**, Director of Public Works,
Municipality of Huron East Box 610,
72 Main Street South,
Seaforth, Ontario N0K 1W0
Phone 519-527-0160

The proceeds of this Bid Bond shall, upon acceptance of this Tender, constitute a deposit which shall be forfeited to the Owners if the Contractor fails to sign the contract and provide a 100% Performance Bond.

Notification of acceptance may be given, and delivery of the Form of Agreement made by prepaid post addressed to the Contractor at the address contained in this Tender.

100% Performance Bond Required.
Lowest or any tender not necessarily accepted.
Tender acceptance is subject to approval from Council.

Incomplete documents and documents received after the deadline may be disqualified.

Special Provisions

S-1 General:

These Special Provisions shall take precedence over all plans and Standard Specifications.

S-2 Standard Specifications And Drawings:

The Ontario Provincial Standard Specifications (O.P.S.S.) including supplemental specifications as listed opposite each item in the form of Tender shall apply and be part of this Contract and shall govern except as may be extended or amended by these special provisions.

In this Contract, the owner is the Municipality of Huron East and reference to the Director of Public Works shall mean the Director of Public Works of the Municipality of Huron East or someone authorized to act on behalf of the Manager.

For the purpose of tendering, these Standard Specifications are not included in the Contract Documents. These documents are available for viewing at the office of the Director of Public Works and they are available at: www.ops.on.ca

The following specifications apply:

Specifications	Title
0310	Construction Specifications for Hot Mix Asphalt
1003	Material Specifications for Aggregates – Hot Mix Asphalt
MUNI 1101	Material Specifications for Performance Graded Asphalt Cement 1150
	Material Specifications for Hot Mix Asphalt

And shall include where applicable, additional specifications referred to in any of the above Standard Specifications.

S-3 Asphalt- Hot Mix Paving

A) Asphalt Padding

Asphalt padding will be applied to the entire road surface for a total depth of 15 millimetres and widths specified by the Contract Administrator in the field immediately prior to surface course asphalt. HL-4 mix shall be used for asphalt padding.

B) Surface Course

Surface course shall be completed with hot mix paving for a total depth of 40 millimetres and widths as specified by the contract administrator. HL-4 mix shall be used for surface course.

Verification of the following components in the paving train will be required in the Form of Tender:

1. Asphalt Paver
2. Rollers
3. Material Transfer Vehicle

All surface course asphalt for this contract will be placed using an approved material transfer vehicle to feed the asphalt paver.

Payment for this item shall be based on supply and delivery of material.

Weigh tickets shall be supplied by the Contractor containing the following:

1. Truck Number
2. Contract Number
3. Tare Weight
4. Type of Material
5. Net Weight
6. Source of Material
7. Ticket Number

S-4 Interpretation:

"Ministry" - Means the Ministry of Transportation and where the word appears in M.T.O. Specifications which are included in this Contract shall mean the Corporation as defined elsewhere.

S-5 Storage Yard:

It is the responsibility of the Contractor to arrange for a suitable storage yard for materials and equipment if necessary.

S-6 Special Provisions For Liquidation Damages, Completion Date:

A) Time: Time shall be the essence of this agreement.

B) Progress Of The Work And Time For Completion:

The Contractor shall complete this contract in its entirety by the "Date of Completion"

specified in the Information to Bidders.

If this time limit is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

The time of completion may be extended in writing at any time for such period as shall be determined by The Owners, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract. The Contractor shall not be reimbursed for delays unless the delay was caused by The Owners.

An application by the Contractor for an extension of time as herein provided shall be made to The Owners in writing at least fifteen days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the Municipality of Huron East by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish The Owners with evidence of such amendment of the Bonds or other Surety.

c) Liquidated Damages:

It is agreed by the parties to the Contract that in case all work called for under the Contract is not finished or completed within the Date of Completion specified, aforementioned damage will be sustained by The Owners, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which The Owners will sustain in the event of and by reason of such delay and the parties hereto agree that the contractor will pay to The Owners the sum of five hundred dollars (\$500) 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 Owners which will accrue during the period in excess of the prescribed Date of Completion.

The Municipality of Huron East 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 Municipality of Huron East.

S-7 Payments To The Contractor:

Asphalt quantities shall be determined and paid for by the tonne and milling by the square metre. The Contractor shall use weigh scales tested and certified in accordance with the current regulations and acts of the Government of Canada and shall supply a weigh person and weigh tickets. One copy of the weigh tickets will become the property of the Owners.

Payment will be made at the unit rates tendered for the actual quantity used, excluding wastage and shall be full compensation for loading, hauling, and placing.

S-8 Quality Control:

A licensed tester will test periodically for quality. Costs for failed tests and re-tests will be deducted from the contract cost.

S-9 Description Of Work:

This work shall consist of pad and paving on Canada Company Rd from North Line to Beechwood line in Huron East, McKillop Ward.

S-10 Date Of Commencement:

Notice to the owners must be given at least 72 hours in advance of any construction. Once construction commences, work shall proceed continuously, with a normal number of hours worked each week, on a single daylight shift basis, until the project is completed.

S-11 Unit Of Measurement:

The unit of measurement for the purpose of this Contract shall be metric tonne.

S-12 Measurement For Payment:

Final payment will be made according to the Contract price based on quantity determined by weigh tickets supplied by the contractor.

S-13 Issue Of Payment:

Payment will not be made until such time as the material is applied in accordance with this contract.

S-14 Taxes:

In the event that the Federal Goods and Services Tax or the Provincial Sales Tax or any other applicable taxes are revised or adjusted in any way, including Harmonized Sales Tax, the Municipality expects the successful vendor to adjust its pricing during the

duration of any agreement which may arise from this Tender Request in strict agreement with any adjustment to these taxes.

S-15 Inspection:

All work to be done under the Contract shall be done to the satisfaction of the Owners. The Owner's Inspector will be on site to see that the provisions of the Contract are faithfully adhered to, especially in regard to the quality of the work and materials, and may stop the work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry on the work properly or for any good and sufficient reason. In particular, but without limiting the powers of the Inspector, orders given by the Inspector relating to the quality of material or work or in respect of safety or public convenience must at once be obeyed by the Contractor.

The Inspector shall have the power to suspend any worker for incompetence, drunkenness, negligence or disregard of orders and the Contractor shall ensure that any worker so suspended is forthwith removed from the site.

Materials and equipment and the process of preparation or manufacture of materials or equipment shall at all times be subject to inspection, testing and rejection at any stage by the Owner. The Owner will give the Contractor reasonable notice of the materials and equipment in respect of which the Owner proposes to have inspection or testing carried out during the process of preparation or manufacture, save that in the case of materials or equipment specifically stated in the Contract as required to be tested or inspected by or in the presence of the Owner, the Owner shall not be obliged to give such notice. The municipality shall be granted access to the asphalt plant control room, yard and facilities to sample aggregates, asphalt cement and observe operations. The representative will have access to the asphalt plant control room to view amount of RAP and virgin AC being introduced into the mix. The representative has the right to view the batch computer for the daily production of any day mix was produced for the municipality and also ask for copies of these daily productions. Pre-printed production sheets will not be accepted. The information collected from the contractor will be solely used to compare the production to the mix design. The Contractor shall notify the Owner in writing at least seven days prior to the commencement of preparation or manufacture of each item of such materials or equipment, of the time and place at which such preparation or manufacture is to commence in order that the Owner may be present.

In any event, no materials or equipment required by the Contract or by the Owner to be inspected or tested by or in the presence of the Owner shall be incorporated into the work until the required inspection or testing has been carried out to the satisfaction of the Owner.

The Contractor shall provide and shall ensure that all Subcontractors and those carrying out the process of preparation or manufacture shall provide, every reasonable facility and cooperation to assist the Owner or Inspector or others designated by the Contract or by the Owner in carrying out inspection and testing.

No approval by an Inspector or failure of an Inspector to carry out an inspection shall relieve the Contractor of any obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material which must in every case be removed and replaced properly or otherwise rectified in a satisfactory manner whenever discovered at any time. If, in addition to the inspection provided for above, the Contractor is required by the Contract, by law, by local by-law or by the Owner to have any part of the works inspected by others, the Contractor shall give the Owner and the others concerned reasonable notice of the time and date proposed for the additional inspection.

S-16 Occupational Health & Safety:

The Contractor acknowledges and agrees to comply with the Occupational Health and Safety Act and Regulations and will be responsible for the compliance therewith of any drivers or employees while working on this contract.

The Municipality of Huron East
Public Works Department
Asphalt Paving Contract No. HE-04-2026

In accordance with the first paragraph of this Tender, the Contractor hereby offers to complete the work specified in Contract for the following prices.

Item NO.	Description	Unit	Estimated Quantity	Unit Price	Total
	Canada Company Rd from North Line to Beechwood line in Huron East, McKillop Ward. 6.3 km long, 6.5 m wide with 6 sideroad aprons.				
1	15mm Padding of HL4	Tonnes	1,580 t		
2	40mm Overlay of HL4	Tonnes	4,260 t		
	Milling (See Note)				
3	Main Line joints 4 m minimum width at County Road 12 on Canada Company Road	LM	4 m		
	SUBTOTAL	-----	-----	-----	
	HST (13% of Subtotal)	-----	-----	-----	
	TOTAL PRICE	-----	-----	-----	

NOTE: Milling to be done at all connections for the roadway width as follows:

1. Main Line joints 4 Meters Minimum width

CONTRACTOR NAME: _____

Notes:

- Road will be approved by the Municipality prior to padding or paving.
- Rumble strips to be applied at intersection locations to be determined by the Municipality. The Municipality shall provide rumble strips.
- Lowest or any tender not necessarily accepted.
- Tender acceptance is subject to approval from Council.
- The quantity of material to be supplied is approximate only and is subject to increase or decrease.
- All three intersection locations being Hensall Road, Maple Line and Beechwood Line are to be resurfaced to the stops signs on both sides of Canada Company Road.
- There are no paved driveway aprons for this project.

