



**Request for Tender 06-2025-Calcium  
Supply and Application of Dust Control and Road Stabilization  
Materials For 2025 and 2026**

**\*\*ONLY HARD COPY BID SUBMISSIONS WILL BE ACCEPTED FOR THIS TENDER\*\***

**06-2025-Calcium**  
**Supply and Application of Dust Control and Road Stabilization Materials**

The Corporation of the Township of North Huron shall hereinafter be referred to as “the Township” or “the Owner”.

The Township shall **ONLY** accept **HARD COPY BID SUBMISSIONS** for this Tender. Bids submitted and/or received by any other method shall be rejected, unless the Township has instructed otherwise by published Addendum.

The onus is on Bidders to ensure their bid submission is received no later than the closing date and time. Bidders are cautioned that the timing of their bid submission is based on when the bid is **RECEIVED** by the Township, not when a bid is submitted by a Bidder. A bid submission will only be considered to have been submitted once it has been **RECEIVED** by the Township, regardless of when the bid was submitted by the Bidder. The closing date and time shall be determined by the clock at the Township office.

For the above reasons, the Township recommends that the Bidder allow sufficient time to submit their bid submission and attachment(s) (if applicable) and to resolve any issues that may arise.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this bid document from a third party, the onus is on the Bidder to contact the Township office for acknowledgement of submission.

Only bid documents provided by the Corporation of the Township of North Huron are to be considered the “official” documents. The Township accepts no responsibility for the accuracy of information found on other websites.

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## Section 1 Quotation Information

### 1.0 Submission of Tender

Tender Submissions for 06-2025-Calcium [Supply and Application of Dust Control and Road Stabilization Materials]

**\* ONLY HARD COPY BID SUBMISSIONS WILL BE ACCEPTED FOR THIS TENDER \***

Submission/questions must be sent to:  
Carson Lamb, Director of Legislative Services/Clerk  
Email: [clamb@northhuron.ca](mailto:clamb@northhuron.ca)  
Phone: 519-357-3550 x 144

### 1.1 Schedule of Events

The schedule provided is for guidance only and the Township reserves the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule.

Tender Release Date	Friday, March 14, 2025
Closing Date and Time	Friday, March 28, 2025 No Later than 2:00pm

### 1.2 Extent and Location of Work

Supply, delivery and application of Liquid Dust Control on all municipally owned/operated rural road ways.

### 1.3 Right to Accept or Reject Tenders

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

The lowest or any Bid not necessarily accepted

The Tender must be submitted on the forms provided, which shall be completely filled out and shall be duly executed by signing officer(s) of the corporation.

Tenders may be deemed invalid if the forms are not properly or fully completed. All blanks must be legibly and properly filled in on the printed forms supplied for that purpose. **If a bid for an item is no cost, enter 0.**

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

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

#### **1.4 Conditions**

The award of this contract is subject to Council Approval and budgetary allocations.

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

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

#### **1.5 Award of Project**

The Township of North Huron intent is to award the entire project to one bidder.

#### **1.6 Litigation**

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

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

#### **1.7 Unacceptable or Unbalanced Quotations**

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

#### **1.8 Execute Contract**

Tender shall be open for acceptance for a period of **ninety (90)** days after the closing date. After this time the Tender can only be accepted with the consent of the successful bidder.

When Tenders have been checked, the user department will review the Bids in order to recommend Award.

Immediately after acceptance of the Tender by the Owner(s), the successful Bidder shall provide the Owner(s) with any required documents within 10 business days of the date of notification of award.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Township.

### **1.9 Indemnification**

The successful Vendor shall indemnify and hold harmless the Township, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property cause by any acts or omissions of the Vendor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Proposal. Neither the Owner nor the Successful Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of anyone other than their own officers, agents, servants, employees, customers, invitees or licensees.

This indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.

### **1.10 Ability and Experience of Bidder and Subcontractors**

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

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

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

### **1.11 Interpretation of Quotation Documents**

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

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

Any and all addenda issued prior to the closing date will be sent via email. Bidders attempting to contact Township staff or elected officials other than the contact(s) indicated within this request, for whatever reason during the bid process, are advised that such action may result in their disqualification from the process.

### **1.12 Bidders to Investigate**

The Bidder shall be deemed to have satisfied themselves before Quoting as to the correctness and sufficiency of their bid for the completion of the work. In addition, the Bidder shall obtain their own information on all matters and things that may in any way influence them in making their Bid and fixing the rates entered by them in the "Schedule of Items and Prices". The Bidder shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under terms of contract.

### **1.13 (Non) Mandatory Site Meeting (if needed)**

A non-mandatory Site Meeting is **not** required for this project. Parties are required and expected to adhere to the Occupational Health and Safety Act (OHSA), Public Health guidelines and all other applicable legislation in regards to ensuring the protection of their employees while on Municipal property. The Contractor will be responsible for providing their own PPE in accordance with the OHSA, Public Health guidelines and all other applicable legislations.

### **1.14 Requirements at time of Execution/Prior to Commencement of Work**

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

Insurance Documents in compliance with the Tender Documents  
Workplace Safety and Insurance Board Clearance Certificate  
Contractor Health and Safety Plan



### **1.15 Accessibility for Ontarians with Disabilities Act (AODA)**

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

All personnel must complete training that meets the requirements of the Integrated Accessibility Standards regulation and receive any applicable training as required on the AODA and its regulations

Access an e-learning course:

The training requirements can be fulfilled by completing the e-Learning course "Customer Service Standard Module", which can be found on the following website: <http://accessforward.ca/>

Requirements of the Integrated Accessibility Standards (Ontario Regulation 191/11): <https://www.ontario.ca/laws/regulation/110191>

Accessible formats or communication supports are available upon request. Email [accessibility@northhuron.ca](mailto:accessibility@northhuron.ca) or call 519-357-3550.

### **1.16 Township Freedom of Information and Protection of Privacy Act**

Please note that the Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

If the Bidder wishes to protect from disclosure any or all of the documents that are submitted to the Township as part of their bid, a letter shall be submitted as an attachment to the Form of Proposal to the attention of the Clerk, stating any or all of the documents that the Proponent wishes to protect, referencing the above mentioned legislation, and signed by a responsible officer. This letter will not guarantee that there will never be disclosure, but it does provide the groundwork for handling an application for disclosure by a third party under this legislation.

### **1.17 Township Purchasing Policy**

The Township's Purchasing of Goods, Services and Construction Policy form an integral part of this proposal document. The Policy and Procedures apply to this proposal process. A copy of the Township's Purchasing Policy can be found on the Municipal Website [www.northhuron.ca](http://www.northhuron.ca)

## Section 2 Standard Specifications

### 2.0 Description of Work

The Corporation of the Township of North Huron is requesting Tenders for the supply, delivery and application of Liquid Dust Control and road stabilization services for 2025 and 2026 seasons. The contractor shall be able to demonstrate that it has both the applications equipment and distribution network including strategic, storage sites necessary to meet the demands of the Township.

### 2.1 Scope of Work

This section outlines, in general terms, the scope of work for 2025 and 2026 as follows:

- +/- 300 flake equivalent of tonnes of Liquid Calcium Chloride Solution Flake or Equivalent is required per year
- Approximately 80% to be applied continuously on Municipal roads and approximately 20% to be spotted on Municipal roads is required (straight truck required for dead ends) at the direction of the Director of Public Works and Facilities and/ or his/ her designate per year
- The Contractor shall ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment require for the area
- The Contractor shall be responsible for any and all damages or claims for damage, injuries or accidents done or caused by him/her or his/hers employees, or resulting from the prosecution of the works or any of his operations, caused by reason of the existence or location or condition of works or of any materials, plant or machinery used thereon or arising from any failure, neglect or omission on his part, or on any part of any of his/hers employees, to do or perform any or all of the several acts or things required to be done by him/hers or them under and by these conditions, and covenants and agrees to hold the Municipality of North Huron harmless and indemnified for all such damages and claims for damage
- The Contractor shall be responsible for any spills during delivery and a contingency plan shall be forwarded to the Municipality of North Huron.

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

This tender is subject to budget approval.

## **2.2 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 subcontractors.

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

Under this Contract, the Bidder shall not work on Sundays or Statutory Holidays (except as instructed by the Project Manager in case of an emergency). The Bidder may commence operations in the morning at 7:00am and shall terminate operations no later than 9:00 pm.

## **2.4 Disposal**

Disposal of materials shall be such as not to be unsightly or potentially unsightly when viewed from the highway/facility, and shall be carried out in an environmentally acceptable manner.

The contractor shall maintain the work and its site in a tidy condition and free from an accumulation of waste material and debris.

Before the issuance of a Final Certificate of Completion the contractor shall remove all surplus materials, debris and waste from the site of work.

## **2.5 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.

## **2.6 Permits and Licenses**

The Contractor shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees associated with such to complete the work.

## **2.7 Materials**

The Contractor 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 Township reserves the right to reject any supplier and/or materials at their sole discretion.

The cost for all material testing shall be borne by the Contractor. The Township

reserves the right to perform correlation testing at any time. Should any test not conform to the Specifications, the Engineer may disqualify that particular lot of material.

## **2.8 Delays**

If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor's control, deductions will be made to the final payment certificate for all reasonable damages associated with such delayed performance in the amount of, but not limited to, ... [any losses or damages due to delays].

## **2.9 No Increase in Rates**

No Claim for increase in rates in the Form of Tender, 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 Township or their agents or employees or any other persons.

## **2.10 Insurance**

The Bidder shall indemnify and save harmless The Corporation of the Township of North Huron and against all claims, demands, loss, damages, etc. The Bidder shall keep in force, a comprehensive policy of public liability and property damage insurance acceptable to the Township providing insurance coverage in respect of any one accident to the limit of at least Five Million (\$5,000,000.00) resulting from, or arising out of any act or omission on the part of the Bidder or any of his/hers servants or agents during the execution of the Contract. The Bidder shall forward with the executed contract documents a certified copy of the policy or certificate naming the Township of North Huron

## **2.11 Health and Safety and WSIB**

The successful bidder is required to conform to the Occupational Health and Safety Act related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Township 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 sixty (60) days. The Contractor will supply the appropriate MSDS (Material Safety Data Sheet) upon request. Also, the Contractor will abide by all Federal, Provincial and Municipal Health and Safety laws, regulations and/or by-laws.

## **2.12 Payments**

Payments will be made within forty-five (45) days of receipt of invoice. Invoices are to include a purchase order number which will be provided by the Township upon award of contract purpose of restricting competition.

### Section 3 Special Provisions – Items

#### 3.0 Information to Bidders

There will not be a public opening for this Tender.

Lowest bid not necessarily accepted.

### Section 4 Past Experience

Bidders shall list all sub-contractors who they propose to use in the completion of this project.

LIST OF SUB CONTRACTORS		
COMPANY NAME & ADDRESS	CONTACT PERSON	PHONE NO.

**Section 5** Tender Form

**TOWNSHIP OF NORTH HURON TENDER  
FORM OF AGREEMENT**



**Company name and title:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

**Mailing address:** \_\_\_\_\_

**Town and postal code:** \_\_\_\_\_

**Telephone number:** \_\_\_\_\_ **Cell number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**To: The Corporation of the Township of North Huron Attention  
Carson Lamb, Director of Legislative Services/Clerk  
PO Box 90, 274 Josephine Street  
Wingham ON, N0G2W0**

**Offer:** The undersigned undertakes to do all work required to supply and deliver all components of this tender for the Supply and Application of Dust Control and Road Stabilization Materials for 2025 and 2026 seasons, in accordance with all tender and contract documents at the prices as follows (excluding HST):

\_\_\_\_\_ (\$ \_\_\_\_\_ )

or such other sum as may be ascertained in accordance with the tender and contract documents. The schedule of items and prices shall form part of this proposal. If there is any conflict between the proposal sum entered above and the correct summation of the lump sum prices, provisional sums and correct extensions of the unit prices and quantities entered in the aforesaid schedule, the said summation shall take precedence.

This proposal is irrevocable for sixty (60) working days after the closing date and time, whether or not any other proposal has previously been accepted or not and whether notice of acceptance of another proposal has been given or not.

Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

**AUTHORIZED SIGNATURE** (binding authority): \_\_\_\_\_

**Date:** \_\_\_\_\_ **Potential work to begin date:** \_\_\_\_\_

For Supply and Application of Liquid Dust Suppressant for 2025  
 and 2026 Seasons

When submitting the quotation, the following documents must be submitted:

- Certificate of Insurance
- Current WSIB clearance certificate
- Tender Deposit Cheque (N/A)
- Laboratory Test Results of Product to be supplied
- The successful bidder must abide by all provincial regulations regarding health and safety as well as licensing and certification.

<b>Liquid Calcium Chloride 35% Solution</b> (Includes Calcium-Magnesium Chloride Blend 35% chloride equivalence)			
Supplied and Applied in Truckload Quantities			
Unit of Measure	Quantity	Unit Price	Extended
2025 Flake Equivalent Tonne	+/- 300	\$	\$
2026 Flake Equivalent Tonne		\$	\$
2025 Per Liter	327,240 L to 409,050 L	\$	\$
2026 Per Liter		\$	\$
<b>Total for Price 2025 (Excluding applicable taxes)</b>			\$
<b>Total for Price 2026 (Excluding applicable taxes)</b>			
<b>Total Tender Price (Excluding applicable taxes)</b>			\$