



Municipality of Central Huron

23 Albert St. PO Box 400

Clinton, ON – N0M 1L0

Ph: 519-482-3997

www.centralhuron.ca

Central Huron intends to award three separate **Tree Maintenance Contracts** annually.

Contract TM1 will generally cover the Municipality's annual removal of dead or dying trees/stumps in urban areas and/or pruning and canopy cleaning of salvageable trees throughout the Municipality. Dead/dying trees will be marked via colour-coded markings (remove/prune) and the locations of the trees will be made known to bidders so they can estimate their time to remove/prune.

Contract TM1 will require that an ISA Certified Arborist (or certified through the Ontario Arborist Apprenticeship Program) perform or supervise work procedures. Proof of certification must be included in Tender documentation.

Contract TM2 and TM3 will generally cover the Municipality's annual removal of dead or dying trees/stumps in rural or open lot conditions. Dead/dying trees will be marked and the locations of the trees will be made known to bidders so they can estimate their time to remove.

Note: Determination as to which Contract a tree is placed, is at the sole discretion of the Municipality. Neither Contract TM1, TM2 nor TM3 will include emergency tree maintenance/removal work. Emergency work will be determined solely at the discretion of the Municipality. Staff will attempt to assign emergency tree maintenance/removal work to the vendor closest to the emergency item and/or based on availability. Notwithstanding that effort, emergency work will be assigned at the Municipality's sole discretion.

Moreover, Contracts TM1, TM2 and TM3 will not eliminate the Municipality's ability to perform additional tree maintenance/removal work with municipal forces.



TENDER FOR

**TREE MAINTENANCE
Contract No. TM2-2026
Holmesville Patrol Area**

Sealed Tenders, clearly marked as to contents, will be received by the Clerk's Department:

2:00 PM local time, Tuesday May 26, 2026

For the removal of trees throughout the Municipality of Central Huron.

For general questions about the Municipality's tree maintenance work, contact Road's Manager, Brady Nolan at 519-482-3997 ext. 1235.

Tree Maintenance TM2-2026

Index to Contract Documents

	<u>Page #</u>
A Instructions to Bidders	4 to 12
B Form of Tender.....	13 to 21
C Agreement and General Conditions	22 to 24
D Supplementary Specifications	25 to 26
E Letter to Property Owners	27 to 28
F Tree Locations.....	29 to 32

A) Instructions to Bidders

Instructions to Bidders

- 1. Corporate Information** – this Contract will be with the Corporation of the Municipality of Central Huron hereafter referred to as “the Municipality”.
- 2. Scope of Work Contract TM2-2026**

The work consists of, but is not limited to, the following work:

The removal of approximately thirteen (13) trees, including all nineteen (13) stumps to be removed in the Holmesville Patrol. Restoration of the stump removal area with topsoil and grass seed will be undertaken by others. No additional work is permitted under this Contract unless approved in advance and in writing by the Municipality.

- 3. Submission of Tenders**

Tender submissions will be received in a sealed envelope, clearly marked as to its contents using the cover page provided by the Municipality of Central Huron. Tenders will be received at the Municipal Office of:

**Municipality of Central Huron
P.O. Box 400, 23 Albert Street
Clinton, Ontario, N0M 1L0**

Not later than **2:00 PM local time on May 26, 2026.**
Tenders received after the closing time will be rejected and returned unopened to the Tenderer.

- 4. Form of Tender**

All Tenders must be upon the Tender Form contained herein and be signed by the bidder with their business and e-mail addresses.

Tenders must be sealed and submitted in an envelope clearly marked as to contents using the submission label provided, including the bidders return address.

- Bidders shall submit the following forms complete in all respects:
- Tender Form - Schedule of Unit Prices;
 - List of Subcontractors and Experience;
 - Proof of certification for ISA Certified Arborist (or certified through the Ontario Arborist Apprenticeship Program) who will perform or supervise work procedures.

Bidders should not submit the entire document. The Tender document is

provided for the benefit of the Tender bidder and should be retained for reference purposes.

5. Materials

All materials required on this Contract shall be supplied by the Contractor except as specifically indicated in the Special Provisions.

6. Contract Documents

Each bidder must satisfy himself/herself by their own study of the Contract Documents, by calculation and by personal inspection of the site respecting the conditions existing or likely to exist, in connection with the execution of the work, as to the practicability of completing the work successfully within the stipulated time. There will be no consideration of any claim after submission of Tenders that there is a misunderstanding with respect to the conditions imposed by the Contract.

7. Tender Deposit

A Tender deposit will not be required for this Contract.

8. Bonds

Performance, Material and Labour Bonds will not be required under this Contract.

9. Insurance and W.S.I.B. Clearance

Prior to the signing of the Agreement by the Municipality and the commencement of the work covered by this Contract, the successful bidder shall be required to provide the Municipality with a Liability and All Risk Insurance Certificate in the minimum amount of \$5 million, noting the Municipality of Central Huron as an **additional named insured**.

The Contractor will be required to supply a Current Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) Note: The Municipality of Central Huron must be in possession of a current Clearance Certificate from the WSIB at all times throughout the duration of the Contract (including the maintenance period). It is the responsibility of the successful Tenderer to ensure the Municipality is always able to obtain a current Clearance Certificate.

10. Proof of Ability

Bidders are required to disclose their legal status as to whether they are a Federal, Provincial or Foreign Corporation, a partnership or an individual and to

state the names and addresses of the responsible officers or partners as the case may be. They must furnish satisfactory evidence that they have the requisite ability and experience in the class of work contemplated and sufficient capital and plant to enable them to complete the work successfully within the time stated in the Contract.

11. Contract

The Municipality shall notify the successful Tenderer that their Tender has been accepted and shall forward three (3) complete copies of the Contract Documents to the Tenderer for execution.

The successful Tenderer shall execute and return with the three (3) copies of the Contract Documents to the Municipality within five (5) days after receiving those same Documents, the following:

- a) Performance and Payment Bonds, if required;
- b) Current Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) Note: The Municipality of Central Huron must be in possession of a current Clearance Certificate from the WSIB at all times throughout the duration of the Contract (including the maintenance period). It is the responsibility of the successful Tenderer to ensure the Municipality is always able to obtain a current Clearance Certificate.
- c) Liability and All Risk Insurance Certificate in the minimum amount of \$5 million, noting the Municipality of Central Huron as an additional named insured;
- d) A Work Schedule outlining the proposed timing of the works.

The executed Contract Documents will be completed by the Municipality; one executed copy will be returned to the Tenderer.

12. Informal Tenders

Tenders that are incomplete, conditional, illegible to obscure or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal. Bidders are required to fill in all the blanks.

13. Right to Accept or Reject

The lowest or any particular Tender will not necessarily be accepted.

The criteria which may be considered by the Municipality in awarding the Contract will include a combination of price, scheduling, expertise, qualifications, and suitability of the Tenderer, and such other conditions as may be determined by the Municipality to be in its own best interest.

The Tenderer acknowledges that the Work(s) or portions thereof are subject to the procurement and issuance of funding, certain permits, authorizations, licenses, easements and other approvals as may be required from third parties or under applicable laws, statutes and regulations (“Approvals”). In the event that any Approvals are not issued by any third parties (“Frustrating Event”) the Municipality reserves the right, and without liability to the Tenderer, to:

- Not award the Contract and/or cancel the request for Tenders;
- Award the Contract in whole or in part but expressly subject to the right on the part of the Municipality to cancel all or part of the Contract at any time after the award thereof in the event that such Approvals cannot be obtained;
- Delay the consideration of the award of the Contract until such time as the Approvals may be obtained.

In any event, the Municipality reserves the right, in its absolute discretion, to reject any or all Tenders or to award the Contract to other than the Tenderer submitting the lowest Tender, provided that Council, in its sole and absolute discretion, decides that it is in the best interest of The Corporation of the Municipality of Central Huron to do so.

By submitting this Tender document, the Tenderer acknowledges that it shall have no claim against, or entitlement to damages from the Municipality by reason of the Municipality’s rejection of its Tender or of all Tenders, or by reason of any delay in the acceptance of a Tender, or cancelling all or part of the Contract as a result of a Frustrating Event. Tenders are subject to a formal Contract being prepared and executed.

Without in any way limiting the generality of the preceding, Tenders, commencing with the lowest Tender, will be evaluated against criteria developed by the Municipality using information provided by the Tenderer in the Tender documents and additional criteria information as requested. The Municipality’s criteria include, but are not limited to:

- Skill and experience demonstrated on similar projects of similar scope;
- The general reputation, qualifications and experience of the Tenderer;
- The general reputation, qualifications and experience of the Tenderer’s subcontractor;
- Qualifications and experience of key personnel of the Tenderer;
- Tender price;
- Project schedule/substantial performance date;
- Reference checks with former clients, consultants and subtrades;
- Five-year history (or total history, whichever is less) of claims, litigation and/or arbitration between Tenderer and former clients and between itself and subcontractors;
- Five-year history (or total history, whichever is less) of charges under

- the Occupational Health & Safety Act (Ontario);
- Five-year record (or complete record, whichever is less) with the Workplace Safety and Insurance Board (“WSIB”);
- Anticipated additional costs not included in the Tender Price but inferable from the evaluation criteria or from the Tender; Matters omitted from the Form of Tender by the Tenderer.

Where the Tenderer is associated with one or more persons or corporations which conduct the same or similar business as the Tenderer, the Municipality may, but is not obliged to, request from such Tenderer the evaluation information with respect to such associated persons or corporations. The failure or refusal of a Tenderer to comply with such a request may result in the rejection of its Tender.

The above criteria are not necessarily listed in the order of their importance to the Municipality.

14. Starting Date

No work shall begin until the Municipality has issued written authorization to commence work.

15. Progress and Completions

The Tenderer's attention is drawn to the Working Days or Completion Date stipulated in this Contract. The successful bidder shall be required to submit a detailed Schedule of Work. The work described in this Contract shall be completed no later than **June 30, 2026**.

16. Traffic Provisions and Control

All traffic control is to be carried out in accordance with the current edition of the Ontario Traffic Manual Book 7, Temporary Conditions.

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in the handbook entitled “Handbook for Construction Traffic Control Persons” issued by the Construction Safety Association of Ontario. Each flag person shall, while controlling traffic, wear garments as indicated in O. Reg. 145/00, s. 23 (Occupational Health and Safety Act)

Access to local properties is to be maintained at all times. The Contractor shall comply with Section 67 Traffic Control of the current Occupational Health and Safety Act & Regulations.

There will be no extra payment for work performed under the heading "Traffic Provisions and Control." If this requirement cannot be met by Tenderer it must be indicated in Tender submission.

17. Protection of Property

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this Contract. Any damage done to the Municipality's or surrounding property must be made good to the satisfaction of the Municipality.

The Contractor shall be responsible for the protection of all utilities, fences and private property at the job site. It is the Contractor's responsibility to contact Authorities in regards to the location of all utilities, to exercise the necessary care during operations and to take precautions to safeguard utilities from damage.

The Contractor shall maintain adequate fire protection at the site, portable fire extinguishers, etc.

Temporary safeguards and protection shall be implemented by the Contractor to adequately guard against injuries to the public, particularly children and workmen by accidents around and adjacent to the project.

18. Provincial and Federal Sales Taxes

The Tenderer shall include or exclude sales tax in accordance with current sales tax legislation taking into account any changes that have been made known by the Government. It is acknowledged that the pricing submitted in this Tender document is subject to Harmonized Sales Tax (HST), but that the HST **is not** to be shown as part of the Tender Bid Pricing. HST will be paid to the successful Contractor with payment of the invoiced items. The successful Contractor is to show HST on all invoices as a separate line item.

If sales taxes are increased or decreased, or other amendments are made in the legislation during the course of the Contract that alter tax amounts carried in the Contract price, an adjustment will be made accordingly.

The Tenderer shall keep records and invoices of accounts subject to Federal and Provincial Sales Tax and for the purpose of establishing taxes paid and for substantiation in the event of changes to the tax legislation during the course of the Contract.

The Tenderer shall contact the Sales Tax authorities and determine what the applicable taxes are and the procedure for tax exemption and/or refunding and include related administrative costs in the Tender.

19. Health and Safety

- The Contractor shall at all times during the performance of the work comply with all applicable federal, provincial, or municipal occupational health and safety legislative requirements, applicable regulations, and all applicable industry standards and guidelines pertaining to the work.

- Where the Contractor employs supervisors and employees, and if the Contractor subcontracts to any subcontractor, the Contractor shall ensure that appropriate policies and procedures relating to health and safety aspects of the work, appropriate training, and appropriate monitoring and enforcement of safety aspects of the work are carried out respecting supervisors, employees and any subcontractors. The Tenderer must notify the Municipality in advance of planned use of any and all subcontractors and the relevant corporate information of each subcontractor must be provided.
- It is understood that the Municipality of Central Huron shall not be involved in reviewing any aspect of safety compliance at the work site, and that the Contractor shall be solely and exclusively responsible for controlling the work site and taking all necessary steps to ensure conformity by all supervisors, employees and any subcontractors with applicable requirements to ensure the safety of the work.
- The Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures or coordinating the work performed under the work being hired to perform. The Contractor shall be solely responsible for ensuring that all supervisors, employees and any subcontractors are informed of all known or foreseeable health and safety hazards at the work location.
- The Contractor shall be solely and exclusively responsible for selection of subcontractors at the work site.
- The Municipality of Central Huron shall have access to the work site for the purpose of inspecting the work site to determine compliance with the terms of the Tendered document or work being performed, at any time. It is understood that such access by the Municipality of Central Huron representatives is not for the purpose of reviewing any health and safety aspect of the work or work site.
- The Contractor agrees to indemnify and save harmless the Municipality of Central Huron, its officers, appointed officials, directors, employees, and agents from any liability, action, claim, prosecution, suit, loss, damages, payment cost, fine, fine surcharge, recovery of expense, including assessable legal fees, arising out of the performance of its obligations under this Contract, including any negligent act or omission on its behalf or anyone for whom it is in law responsible.

B) Form of Tender

Form of Tender

To: The Corporation of the Municipality of Central Huron

Tendered By:

Company Name: _____

Mailing Address: _____

_____ Postal Code _____

Telephone No.: _____ Fax No.: _____

E-Mail: _____

The above-named Tenderer has carefully examined the Instructions to Bidders, the Form of Tender, General Conditions, Drawings, Specifications and Special Provisions for this Contract, and acknowledges the same to be part of the Contract. Further, the undersigned has visited the site and studied all conditions therein which affect the work and is fully informed as to the nature of the Work and the conditions relating to its performance.

We hereby propose to furnish all equipment, labour, and materials including in every case, freight, duty, exchange and all applicable taxes, and to complete the work in strict accordance with the requirements of the Contract at the unit prices named in the Schedule of Unit Prices for the sum of: (in writing)

_____ (\$ _____) xx/100 DOLLARS

Form of Tender

The Tenderer also agrees and warrants:

1. That, this Tender is made by the Tenderer without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Tender for the same work and is in all respects fair and without collusion or fraud.
2. That, this offer is to continue open to acceptance until the Contract is executed by the successful bidder or for a period of sixty (60) days commencing from the Official Closing Time, whichever event first occurs and that the Municipality may, at any time within that period accept this Tender whether any other Tender has been previously accepted or not.
3. The Municipality reserves the right, in its absolute discretion, to reject any or all Tenders or to award the Contract to other than the Tenderer submitting the lowest Tender, provided that Council, in its sole and absolute discretion, decides that it is in the best interest of The Corporation of the Municipality of Central Huron to do so and to hold the Municipality harmless in respect of any and all claims that may arise therefrom.
4. That, at the request of the Municipality, the Contractor will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Roads Manager or their designate in accordance with the Contract.

That, no additional work shall occur without advanced written approval from the Roads Manager or their designate and that any work performed by the contractor without the written consent of the Municipality will not be compensated.

That, the carrying out of any work referred to above or the issuance by the Roads Manager or their designate of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Roads Manager or their designate or any of the rights of the Municipality or of the Roads Manager or their designate under the Contract.

5. That, the awarding of the Contract by the Municipality based on this Tender, shall constitute acceptance of this Tender.
6. That, if this Tender is accepted, to furnish a Liability and All Risk Insurance Certificate in the minimum amount of \$5 million, noting the

Municipality of Central Huron as an **additional named insured**. The Insurance Certificate is to be in place at all times throughout the duration of the Contract, including the maintenance period.

7. The Contractor shall provide the Roads Manager or their designate with a copy of the Workers' Safety and Insurance Board Clearance Certificate indicating the Contractor's good standing with the Board:
 - 1) Immediately prior to the Municipality authorizing the Contractor to commence any work.
 - 2) At any other time when requested by the Roads Manager or their designate.

8. To the fullest extent permitted by law, the Contractor agrees to defend (including attorney's fees), pay on behalf of, indemnify and hold harmless The Corporation of the Municipality of Central Huron, its elected and appointed officials, employees and volunteers and others working on behalf of The Corporation of the Municipality of Central Huron against any and all claims, demands, suits or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or from The Corporation of the Municipality of Central Huron, its elected and appointed officials, employees, volunteers or others working on behalf of The Corporation of the Municipality of Central Huron, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract.

Form of Tender**Experience**

The Contractor hereby states if they are able to meet the requirements of item #15 “Traffic Provision and Control” under the Instruction to Bidders section of the Tender Document:

Yes, Traffic Provision & Control service can be met **or**

No, Traffic Provision & Control service cannot be met

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

LOCATION	OWNER	DESCRIPTION	COMPLETION DATE

List of Equipment

TYPE	MAKE/MODEL	YEAR

This Form Shall be Submitted with the Tender Package

List of Planned/Possible Subcontractors

Company Name & Owner	Address	Service Desc.

This Form Shall be Submitted with the Tender Package

Contract TM2 requires that an **ISA Certified Arborist (or certified through the Ontario Arborist Apprenticeship Program)** perform or supervise work procedures. Proof of certification must be included in Tender documentation.

Proof of Certification Must be Submitted with the Tender Package

Form of Tender

Schedule 'A' nineteen (13) Trees Marked for Removal – with Orange Dots

Schedule	Item # for Map	Street Description	No. of Trees	Unit Price	Total Price
“A” Removals	1	Sunset Lane Just west of 21	1		
	2	77811 Orchard Line	1		
	3	West side of Orchard Line Just south of Tower Line	1		
	4	78504 Porters Hill Line	1		
	5	78533 Porters Hill Line	1		
	6	78927 Porters Hill Line	1		
	7	78829 Orchard Line tree is on west side of road	1		
	8	Blacks Road between Hwy 8 and Porters Hill Line	1		
	9	Maitland Line east side of road just off Sharps Creek Line	1		
	10	80894 Maitland Line	1		
	11	Maitland Line north of Schoolhouse Road	1		
	12	West side of Stone School Line between Thompson and School House Road.	1		
	13	80871 Stone School Line	1		
Note: Additional information on locations are specified in Section F – Tree Locations					

Total Schedule 'A'

\$ _____

The price bid for all tree removal items is to include removal of the stump. Restoration of the stump removal area with topsoil and grass seed will be undertaken by others.

Form of Tender

Total Schedule 'A' \$ _____

Repeat Total Contract Price in Writing Below:

(\$ _____) /100 DOLLARS

Company Name

Contractor's Signature

Name of Signatory (Please Print)

Date

C) Agreement

Form of Agreement

To the fullest extent permitted by law, the Contractor agrees to defend (including attorney's fees), pay on behalf of, indemnify and hold harmless The Corporation of the Municipality of Central Huron, its elected and appointed officials, employees and volunteers and others working on behalf of The Corporation of the Municipality of Central Huron against any and all claims, demands, suits or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or from The Corporation of the Municipality of Central Huron, its elected and appointed officials, employees, volunteers or others working on behalf of The Corporation of the Municipality of Central Huron, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

In Witness Whereof, the Contractor and the Municipality have hereunto signed their names and set their seals on the date first above written.

Signed and Sealed by the Contractor
(insert name of Contractor here)

In the Presence of

Signature

Name of Signatory (Please Print)

Company Seal

Witness

Signed and Sealed by The Corporation of The Municipality of Central Huron in the Presence of

MAYOR

Witness

CLERK

D) Supplementary Specifications

Supplementary Specifications

All materials, equipment and methods used to carry out this Contract shall be approved by the Roads Manager or their designate and shall be in accordance with the specifications as set out hereafter.

All trees and stumps which are to have work performed on them will be marked by Municipality of Central Huron or an agent thereof.

Stumps shall be removed to a minimum of six inches (6") below the existing ground level. Restoration with topsoil and seed will be undertaken by others. If there is a retaining wall, the stump should be ground to allow the wall to be removed. The Contractor is responsible to obtain all locates of utilities prior to stump removal.

The area around each tree shall be left clean of all debris and all damages repaired to the satisfaction of the Municipality.

The brush shall be run through a chipper and deposited at the Municipal Compost Site just east of the Clinton Cemetery on Hydro Line Road.

The Contractor shall note that the wood which is taken down is to be left on site.

The wood that is cut should be left in lengths not greater than 1.2metres. The larger section of the trunk shall be cut into manageable lengths not greater than 0.45metres.

The Contractor should note that:

- (a) The trees scheduled for removal are marked with an orange dot.
- (b) The trees scheduled for trimming are described herein and marked with an orange dot.

The Municipality reserves the right to delete or add any number of trees in line with the Municipality of Central Huron's budget for tree removal and trimming.

In this Contract the word "Prune/Trim" means to trim the tree back behind the curb and above the sidewalk as not to be an obstruction to pedestrians, and make the tree look aesthetically pleasing.

The work is to be completed to the Municipality's satisfaction prior to June 30, 2026.

E) Letter to Property Owners

Sample

XXXXX xx, 2026

Notice of Tree Maintenance

Information Notice Regarding Tree Trimming/Removal in your Neighbourhood

Dear Resident:

_____ has been contracted by the Municipality of Central Huron, Road Department, to trim or remove a declining and/or structurally weak tree(s) on the Municipality Boulevard in front of your property. Tree trimming work will include removal and chipping of the trimmed branches. Tree removal work will include the removal of the tree stump however, the stump removal may not take place immediately after the tree is removed, but is expected to be completed Later on. Roads Department personnel will undertake restoration work, which will include the placement of topsoil and seed, shortly after stump removal operations are completed.

This tree work has been scheduled to start within the next few days. The wood from the tree trunk and larger branches will be left on site for the homeowner. If you do not want the wood, please advise the Roads Department at 519-482-3997 ext. 1235. We will then arrange for the disposal of any wood not taken by the homeowners. Please ensure that whoever is taking the wood, takes it all and cleans up any debris (including wood chips and branches).

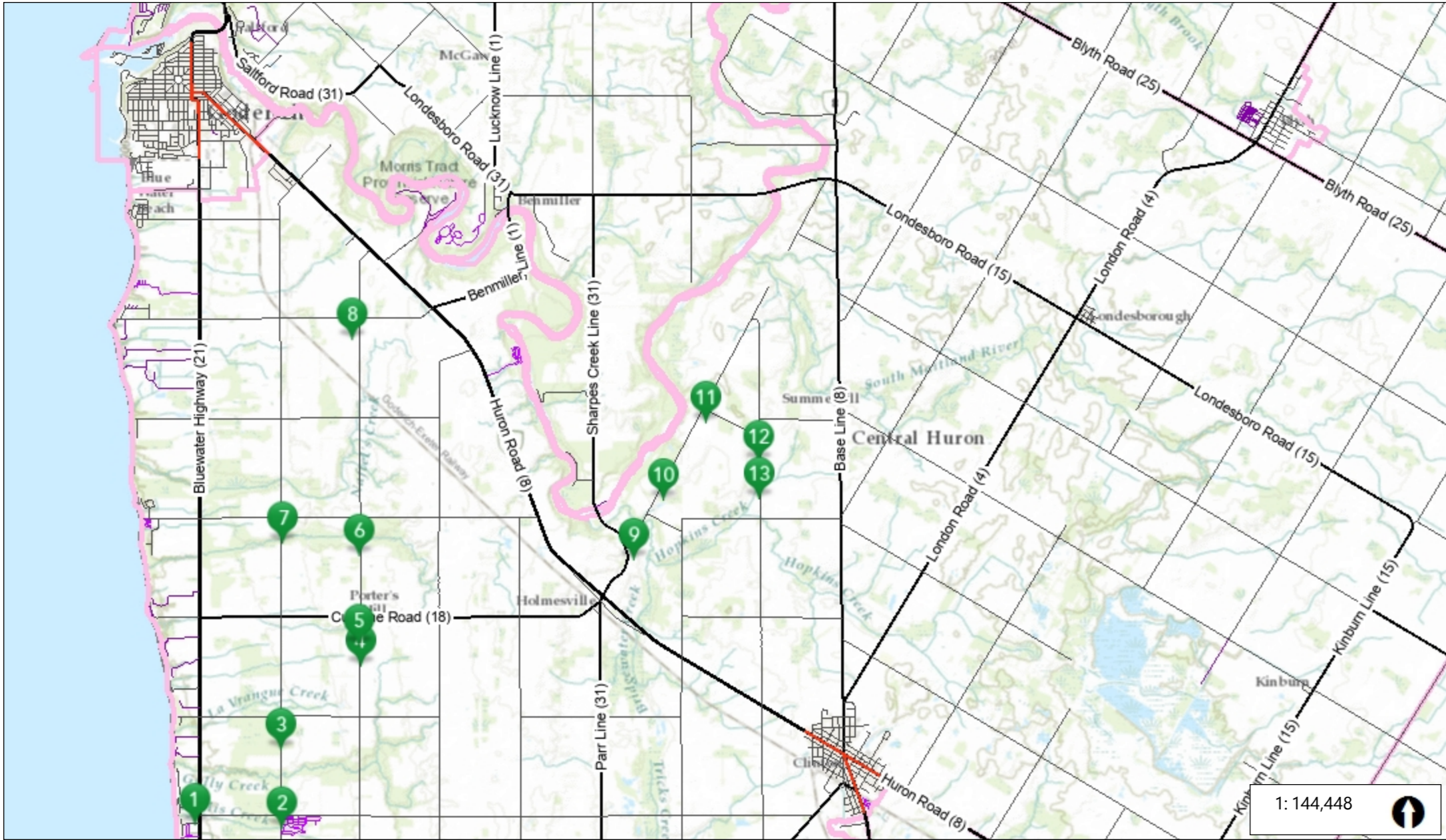
If you have any questions, please contact the undersigned at your earliest convenience.

Yours truly,

Brady Nolan

Roads Manager

F) TREE LOCATIONS



Legend

- MTO Connecting Links
- Road Centreline**
- Provincial Highway
- County Road
- Municipal Road
- Private Road - Not Urban
- Private Road - Urban
- Road - Not within Huron
- Municipal Boundary
- County Boundary

1:144,448

Notes

