



August 23, 2022

**PW-2022-09 Tender for:  
West White Lake Area Plowing**

Township of Lanark Highlands



**TOWNSHIP OF LANARK HIGHLANDS**

**TENDER PW 2022-09**

**TENDER FOR WINTER PLOWING (WEST WHITE LAKE AREA)**

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Name of Firm or Individual

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Address

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Telephone and Fax Number

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Email Address

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Name of Person Signing for Firm

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Position of Person Signing for Firm

TENDERS RECEIVED BY:

**Chad Kean, Manager of Public Works**

Township of Lanark Highlands  
75 George Street, P.O. Box 340  
Lanark, Ontario  
K0G 1K0

[publicworks@lanarkhighlands.ca](mailto:publicworks@lanarkhighlands.ca)

Telephone: (613) 259-2398 Ext. 239

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*Note: Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine qualifications. Questions about the collection of Information should be directed to the CAO/Clerk at the address indicated above.*

## **PART "A" - GENERAL REQUIREMENTS AND INFORMATION TO BIDDERS**

### **1. Tenders**

Sealed Tenders clearly marked as to contents will be received by the Public Works Manager of the Township of Lanark Highlands **until 4:00 pm September 6, 2022, for "PW 2022-09 White Lake West Plowing"**.

### **2. Tender form**

One copy of the tender, on the forms provided, shall be submitted. All information shall be shown in the tender in the space provided including signature of the Tenderer with his/her address and telephone number.

The Tender must be legible and all items must be bid. Tenders which are incomplete, unbalanced, conditional, or obscure, erased or altered and not properly initialed, or contain irregularities of any kind, may be rejected as informal or void.

### **3. Tender Deposits**

Each tender must be accompanied by a certified cheque in the amount of \$7,000, payable to the Township of Lanark Highlands.

The tender deposit of the bidder whose tender is accepted shall be forfeited by them should they fail to execute the agreement and provide the required insurance certificate within ten (10) days after receiving written notice from the Township of Lanark Highlands of the award of the contract to them. When copies of the executed contract are returned and found acceptable, the tender deposit of the second low bidder shall be returned. The tender deposits of unsuccessful bidders will be returned within ten days of opening of tenders. The tender deposit of the successful bidder shall be retained by the Township as security until 45 days after completion and acceptance of the contract. If, for any reason, the contractor fails to complete the contract, the deposit shall be forfeited. The Contractor may provide a 100% performance bond of the tender amount upon signing the agreement, in which case the deposit cheque will be returned.

### **4. Right to Accept or Reject Tenders**

The Township reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in their best interest to do so. The lowest or any bid will not necessarily be accepted.

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.

### **5. Unacceptable Tenders**

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

### **6. Ability and Experience of Bidder**

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

7. **Government Requirements**

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Order-In-Council and By-laws which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.

8. **Payments**

Payment will be made to the Contractor in the amount of 90% of the estimated work completed to date of certificate or invoice.

Final release of the 10% holdback will be made after 45 days from the date of acceptance, including completion of deficiencies. Final payment will be made subject to the following additional conditions:

(i) A declaration sworn before a Commissioner, Justice of the Peace, etc., shall be provided by the Contractor stating that all debts contracted during the performance and in conjunction with this Contract have been discharged, whether such debts were contracted by the Contractor or his employees.

(ii) A certificate from the Worker's Compensation Board shall be provided indicating that all payments by the Contractor to the Board, in conjunction with this Contract have been made and that the Township will not be liable to the Board for future payments in connection with this Contract.

9. **Contract Period**

The contract will commence November 1<sup>st</sup>, 2022 and end April 15<sup>th</sup>, 2023.

10. **Optional Contract Extension**

The Township reserves the option to extend the Contract for two (2) additional one (1) year periods. Any renewal will be based upon quality of service, mutual agreement and annual price negotiations between the Contractor and the Township.

Options may be available upon a renewal / extension for inclusions with additional municipalities.

Annual increases are to be negotiated by October 1<sup>st</sup> of each year between the Contractor and the Township and shall be limited by the All-Items Consumer Price Index (CPI) average for Ontario for the preceding 12 months.

Alternatively, the Contractor may provide cost for the two one-year extensions in Part "D" - Form of Tender.

11. **Movement of Traffic**

It will be necessary to make provisions for the movement of vehicular traffic at all times and the Contractor will be responsible for performing the work so that the least inconvenience is caused to traffic.

12. **Taxes**

Tenders shall include all applicable taxes and duties in their unit prices, with the exception of the Harmonized Sales Tax (HST) which shall be included as indicated in the Part "D" - Form of Tender.

13. **Insurance**

The Contractor shall, together with the "Form of Agreement", submit a Certified Copy of the Contractor's Insurance Policy for at least the following limits:

- Owner's Auto Policy (SPF1) with a section A (Public Liability and Property Damage) limit of \$5,000,000.00 covering all owned vehicles involved in the contract;
- Non-owned Auto Policy (SPF6) with a Section A (Public Liability and Property Damage) limit of \$5,000,000.00.

The insurance policies shall be kept in force for the duration of the contract and where such policies expire prior to April 15<sup>th</sup> of the current contract year, a new certificate, confirming renewal, shall be submitted 15 days prior to expiry.

14. **Interpretations**

No oral interpretations shall be effective to modify any of the provisions of the contract documents. All requests for interpretations shall be made in writing.

15. **Qualifications of Bidder**

The Municipality reserves the right to investigate fully the qualifications (including financial status) of any Bidder wishing to submit a tender. The Municipality's decision as to the Bidder's suitability to submit a tender shall be final.

16. **Safety**

The Contractor assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this contract and all notices required to comply with the legislation.

17. **Execute Contract**

The successful bidder shall execute the contract documents and furnish the required insurance certificate within 10 calendar days after receipt of notification of Acceptance of the Tender.

Failure by the successful bidder to meet the above requirements will entitle the Township to cancel the award of the contract and to retain the tender deposit as compensation for damages sustained due to the successful bidder's default. The Township may then award the contract to one of the other bidders or to take such other action as he/she chooses.

18. **General Conditions**

OPSS. MUNI 100 OPS General Conditions of Contract dated November 2019 shall apply.

19. **Declaration of Bidder**

The Bidder declares that:

1. (a) No persons, other than the Bidder, have any interest in this RFT or in the Contract proposed to be entered into.
- (b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work and is in all respects fair and without collusion or fraud.
- (c) The several matters stated in the said Submission are in all respects true.
- (d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the Tender Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.
- (e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.
- (f) The work is to commence as specified in this document, or as mutually agreed upon in writing by the Contractor and the Owner.
- (g) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.
- (h) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or Engineer.
- 2A. The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.
- 2B. The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

- 2C. The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:
- (i) Accept a non-compliant Tender;
  - (ii) Accept a Tender which is not the lowest Tender; and
  - (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.
- 2D. The Owner reserves the right to consider, during the evaluation of Tenders;
- (i) information provided in the Tender document itself;
  - (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
  - (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
  - (iv) the manner in which the Bidder provides services to others;
  - (v) the experience and qualification of the Bidder's senior management, and project management;
  - (vi) the compliance of the Bidder with the Owner's requirements and specifications; and
  - (vii) innovative approaches proposed by the Bidder in the Tender;
  - (viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFT.
- 2E. The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

Submit tender and applicable documents:

**Chad Kean  
Township of Lanark Highlands  
75 George Street, P.O. Box 340,  
Lanark, Ontario  
K0G 1K0**

**Telephone: (613) 259-2398 Ext. 239  
FAX: (613) 259-2291  
Email: [publicworks@lanarkhighlands.ca](mailto:publicworks@lanarkhighlands.ca)**

## **PART "B" – TENDER SPECIFICATIONS**

### **1. Scope of Work**

The Contractor shall supply all equipment, machinery, tools, labor and materials (except sand and salt) required to maintain the roadways identified in Schedule "A" of this document. Municipal facilities and property in the area could potentially be utilized by the Contractor under a separate arrangement with the Municipality. The Contract is Performance Based meaning the Contractor shall ensure s/he has the proper equipment, machinery, tools, human resources and materials to maintain the roadways to the standards identified in this document.

### **2. Equipment**

The Contractor will be required to identify equipment to be used under this Tender and assemble such equipment for an inspection by the Municipality prior to the Contractor being given a "Notice of Commencement of Contract". The Municipality reserves the right to withhold the said notice if, at the Municipality's sole discretion, equipment is found to be in need of maintenance, repair, improperly licensed or inadequate to perform the required works. Upon receipt of a deficiency list (if applicable) the Contractor will be given a grace period of 10 working days. Failure to rectify the deficiencies by the end of the grace period will result in disqualification.

The Contractor will be required to demonstrate how equipment identified will be used to meet the performance criteria of this Tender, including provision of written responses to specific concerns identified by the Municipality. If, at the Municipality's sole discretion, the Contractor has not demonstrated that equipment listed will enable the performance criteria of this Tender to be met, then the Contractor will be given a grace period of 10 working days. Failure to demonstrate by the end of the grace period will result in disqualification.

All plow/spreaders shall/must:

- (a) Be equipped with full drive, tandem or single axle.
- (b) Have front axle with a minimum capacity of 7,250 kg (16,000 lb).
- (c) Proof of capacity shall be a plate affixed to the vehicle by the original Truck Manufacturer.
- (d) Be equipped with functioning accurate speedometer and odometer.
- (e) Be equipped with rear tires having a snow traction type tread.
- (f) Shall be equipped with mud flaps both behind and in front of the tandem axle wheels and on the front fenders.
- (g) Be equipped with a two-way radio system.
- (h) Be equipped with a hydraulic spreader control system to monitor spread volume.
- (i) Display a valid Periodic Mandatory Commercial Vehicle Inspection that does not expire within the Winter Season.
- (j) Be equipped with all equipment and accessories as required by the *Highway Traffic Act*.
- (k) Have sufficient GVW to cover the weight of the complete unit while under full working load (includes cab, chassis, combination box, full load of winter materials (sand, salt, etc.), and all plow equipment).
- (l) Be 2010 model year, or newer.
- (m) Be equipped with chains for at least one front tire and two rear tires.

### 3. **Plow Equipment**

Full hydraulic plow equipment including:

- Front lifting frame.
- Front one-way plow complete with tungsten-carbide cutting edged blades and plain steel plow shoes.
- Front and rear wing towers and all necessary bracing.
- A right side mounted snow wing with high winging capability complete with blades and two height adjustable wing shoes (one front and one rear) and end marker flag.
- In cab controls.

Hydraulic pump must have sufficient flow to operate the plow, wing, sand/salt delivery system and spinner simultaneously. The plow and spreader equipment must operate independently of each other.

### 4. **Spreader Equipment**

Spreader capacity and control are vital to this operation.

- (a) The spreader body capacity shall be a minimum of 5.0 cubic metres with normal sideboards.
- (b) The delivery system shall be for left side applications.
- (c) The chute shall discharge approximately 150 mm above the road when the spreader is loaded with sand/salt without clogging.
- (d) The chute shall be hinged for travel withing the 2590 mm legal HTA width.
- (e) The spinner height shall be adjustable.
- (f) The sand/salt chute shall also be designed to deliver sand/salt to various parts of the spinner.
- (g) The spinner shall be capable of spreading a path of material from 0.1 to 4 m in width.

### 5. **Contract**

The Contractor shall ensure s/he or his/her designate, having authority to make all operational decisions, is available 24 hours a day, seven days a week, and can be contacted by way of pager or phone. Names and numbers shall be provided in Part D of this Tender.

### 6. **Sand, Salt and Sand/Salt Material**

The Municipality will supply sand and salt to the Public Works Depot in Middleville at 2223 Galbraith Road. The Contractor will be required to record his/her daily use of said materials including location of use – and submit with their invoices. The Contractor will be responsible for ensuring the application rate is appropriate. If, at the Municipality's sole discretion, the application rate is in excess of that on roads maintained by Municipal Staff or is being used as a cost/time saving measure, the Contractor will be charged for excess material used.

### 7. **Maintenance Standards for Roadways**

- a) At no time shall the level of maintenance fall below the minimum levels identified in Ontario Regulation 239/02 made under the Municipal Act titled Minimum Maintenance Standards for Municipal Highways
- b) Winter maintenance shall commence at a time of day that will result in the following specifications being met:
  - i. all Class 5 Roadways, as identified on [Schedule "A"](#), being cleared of snow, by 7:00 AM or within 4 hours (between 7:00 AM & 10:00 PM) of, 75mms of loose dry snow (including drifted snow) or 50mms of heavy wet snow accumulating;
  - ii. all Class 6 Roadways, as identified on [Schedule "A"](#), being cleared of snow, by 7:00 AM or within 6 hours (between 7:00 AM & 10:00 PM) of, 100mms of loose dry snow (including drifted snow) or 75mms of heavy wet snow accumulating;
  - iii. all Class 5 Roadways, as identified on [Schedule "A"](#), being sanded, by 7:00 AM or within 3 hours (between 7:00 AM & 10:00 PM) of freezing rain having started;

- iv. all Class 6 Roadways, as identified on [Schedule "A"](#), being sanded, by 7:00 AM or within 5 hours (between 7:00 AM & 10:00 PM) of freezing rain having started; Snow fall accumulations and freezing rain events happening after 10:00 PM may be addressed at the Contractors discretion subject to meeting the above specifications and responding to emergencies.
- c) Roadways shall be cleared to a minimum width equal to that of the base width identified on [Schedule "A"](#).
- d) All Class 5 Roadways, as identified on [Schedule "A"](#), shall remain free of rutting, potholes (due to a buildup of snow and ice) and slush in excess of 20mms depth.
- e) All Class 6 Roadways, as identified on [Schedule "A"](#), shall remain free of rutting, potholes (due to a buildup of snow and ice) and slush in excess of 40mms depth.
- f) On Class 5 Roadways, all hills and curves shall be sanded as they become slippery and continuous sanding shall only be carried out after freezing rain events, where melting of snow has produced ice on the roadway or packed snow has turned to ice.
- g) On Class 6 Roadways, major hills and curves shall be sanded as they become slippery and continuous sanding shall be only carried out under icy conditions that are not expected to dissipate with warming temperatures.

## 8. **Snow Banks at Intersections**

Snow banks at intersections of roadways shall be kept to a minimum height that provides vehicles that are driving appropriately for winter conditions, with a safe view before proceeding into the intersection.

## 9. **Road Patrol**

The Contractor shall patrol the roadway to the extent required to ensure the maintenance standards for the roadways are being met.

## 10. **Response in event of Emergency**

The Contractor shall respond, at any hour of the day, to needs for roadway maintenance in the event of an emergency or need for access by an emergency vehicle. No additional compensation shall be claimed for this response.

## 11. **Daily Log**

The Contractor shall keep a daily log of his/her activities. Items recorded shall include, but not be limited to weather conditions, time and locations of maintenance activities, type of sanding done (i.e. spot, continuous, hills and curves), start time of storms and when responded too, and any other item identified by the Municipality. The log shall be kept current and copies submitted with invoices to the Municipality. Prior to final payment the final log shall be submitted to the Municipality.

## SCHEDULE "A" – ROADS FOR WINTER MAINTENANCE

Roadways in Southwest section of White Lake Area				
<i>Road Name</i>	<i>Length Kms</i>	<i>Class</i>	<i>~ Base Width Meters</i>	<i>From - To Description</i>
White Lake Road	1.5	5	5.5	Hwy 511 to Wabalac Road
Wabalac Road	1.1	6	4.5	White Lake Road to Wabalac Side Road
Wabalac Road	6.0	6	3.5	Wabalac Side Road to end of road
Lukers Road	0.5	6	3.5	Hwy 511 to end of road at Pin 198
Umpherson Road	0.4	6	5.8	Hwy 511 to end of road at Pin 8697
<b>Total</b>	<b>9.5</b>			

**Note: Class of road denoted is added for the appropriate "Maintenance Standards" for Roadways as per Clause 7 of Part B of the Tender Package.**

**Whereas the classification is not intended to replace the classification designated in the Corporations/Townships/Municipal By-Law 2002-362 "Establishing Highways and to Provide for Road Classification".**

## **PART "C" – ADDITIONAL CONDITIONS**

### **Intent**

The nature and spirit of these specifications are to provide for the work herein that described to be fully completed in every detail and it is hereby understood that the Contractor, in accepting the contract, agrees to furnish any and everything necessary for such purpose, notwithstanding any omissions in the descriptions or specifications.

### **Superintendent & Inspection**

It is agreed by the Contractor that the Corporation shall be, and is, hereby authorized to appoint, from time to time, such Superintendent or Inspector as the said Corporation may deem proper to inspect the work to be done under this contract and to inspect the equipment to be furnished, all in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Superintendent or Inspector for the proper inspection and examination of the work and all parts of same. The Contractor shall regard and obey the directions and instructions of the appointed party(ies) within the obligations of this contract and said Contractor shall immediately appeal to the Manager of Public Works for his decision and shall respect such decision when so rendered.

### **By-laws & Regulations**

All Federal, Provincial and Local Laws and Regulations now or hereafter enacted shall become a part of the contract and be complied within the performance of all portions of the work.

The Contractor is assumed to be familiar with all such laws and regulations which in any manner affect those engaged or employed in the work, facilities or equipment used in the proposed work or which in any way affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof.

### **Contractor's Agent**

The Contractor, during his/her absence from the work, shall keep a competent Foreperson upon the work, fully authorized to act for him/her in his/her absence and to receive such orders as may be given for the proper continuance of the work.

The Contractor shall keep the Manager of Public Works informed of the name, address and telephone number of one of his/her employees who may be reached at any time.

This employee shall be responsible for taking calls concerning the work and have the authority to initiate immediate emergency work.

Any notice to be given to the Contractor in relation to any matter arising under this contract or in respect to the work to be done hereunder may be given by delivering the same to the Contractor or to the Foreperson for the time being in charge of the work or any part thereof for the contractor or by mailing the same in a prepaid registered letter addressed to the Contractor at such address as s/he may specify in his/her tender and any such notice shall be deemed to be given in case of mailing at the time of such notice.

### **Contractor's Liability**

The Contractor shall assume the defense of, indemnify and save harmless the Corporation and its officers and agents from all claims relating to equipment, labour and materials furnished for the work and to inventions, patents and patent right used in doing the work.

In carrying out the work as described herein, the Contractor must be careful not to cause any injury or damage to any property, public or private, and s/he must make good the same, at his/her own expense, in the manner directed by and to the satisfaction of the Manger of Public Works.

The Contractor shall be responsible for any and all damages, or claims for damages, or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, or caused by reason of the existence or location or condition of the works or of any

materials, equipment or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees, to do or perform any or all of the several acts or things required to be done by him/her or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages and, in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly, all of the provisions of this contract, the Manager of Public Works may, either with or without notice (except where in these conditions notice is specifically provided for and then upon giving the notice therein provided for), take such steps, procure such material, trucks and workers and do such work or things as they may deem advisable towards carrying out and enforcing same, and any and all expenses so incurred may be deducted or collected by the Corporation under the provisions of these conditions and any such action by the Manager of Public Works, as they are herein empowered to take, shall not, in any way, relieve the Contractor of his/her surety from any liability under the contract.

The Contractor shall, at all times, pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workers' Compensation Act and, upon failure to do so, the Corporation may pay such assessment or compensation provisions of these conditions. The Contractor shall, at any time of entering into any contract with the Corporation, make a statutory declaration that all assessments of compensation payable to the Workers' Compensation Board have been paid and the Corporation may, at any time during the performance or upon the completion of such contract, require a further declaration that such assessments or compensation have been paid.

The Contractor shall ensure against such accidents in an insurance company satisfactory to the Corporation and such policy shall carry limits of liability in the amount specified in the "Information to Bidders". The Contractor shall prove to the satisfaction of the Corporation, from time to time, as the Manager of Public Works may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

### **Assignment & Sub-Letting**

The work to be performed under this contract, or any part thereof, or any monies or orders payable under this contract, shall not be assigned or sub-let by the Contractor without the written authority of the Manager of Public Works. It is further agreed that the said written authority shall not, under any circumstances, relieve the Contractor of his/her liabilities and obligations under this contract.

### **Default of Contractor**

If, at any time, during the continuance of the work, in the opinion of the Manager of Public Works the said work is not being carried out in accordance with the specifications and conditions contained in the contract with good workmanship and for which the said work was contracted for, the Corporation shall have the right to terminate the contract forthwith.

In such cases the Contractor shall not be entitled to receive further payment until June 1st, succeeding the winter season.

If the unpaid balance of the full contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay forthwith the difference to the Corporation. The expense incurred through the Contractor's default shall be certified by the Municipal Treasurer and this shall be final and binding on both parties.

### **Losses and Damages**

All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstance, in the prosecution of same, shall be sustained and borne by the Contractor at his/her own cost and expense.

## **Bankruptcy & Cancellation**

If the Contractor shall become bankrupt or insolvent or shall compound with or propose any proposition to his/her creditors for the settlement of his/her debts or shall commit any act of insolvency, or shall attempt to transfer, sublet, assign or otherwise dispose of this contract or any part thereof, except as herein provided, or should the work under this contract or any portion thereof be abandoned by the Contractor, or should, at any time, the Manager of Public Works judge and certify, in writing, that the said work or any part of it is unnecessarily delayed, or that the Contractor is violating any of the conditions or covenants of the contract or is executing the same in bad faith, the Corporation may notify the Contractor to discontinue all work under the contract. The Corporation may employ other parties to complete the work in such manner as they may decide and use such materials and equipment as may be procured upon the site of the aforesaid work and/or procure other materials and equipment for its completion and may charge the total expenses for labour, equipment and materials to the Contractor, which expenses shall be deducted from any monies due to him/her under the contract.

In case these expenses shall exceed the sum which would have been payable under the contract, if the same has been completed by the said Contractor, s/he shall pay the amount of the excess to the Corporation upon notice from the Manager of Public Works and the amount shall be paid according to the method of payment contained in this contract.

Should the Contractor fail to pay such amounts that exceed the amount due him/her, within 30 days of being invoiced by the Municipality/Corporation, the amount due shall firstly be reduced by surety deposited. All materials and things whatsoever and all machinery, tools, plant and equipment and all licenses, power and privileges acquired, possessed or provided by the Contractor for the purpose of the work, under the provisions of this contract, shall be subject to a lien in favour of the Corporation for all purposes incidental to the completion of the works and the Corporation may use, exercise and employ the same on such completion and may sell or otherwise dispose of the whole or any portion of such materials and things, machinery, tools, plant and equipment at forced sale prices, may retain the proceeds of such sale or disposition and all other amounts then and therefore payable by the Corporation to the contractor under this contract, on account of or in part satisfaction of any loss or damage which it may sustain or may have sustained by reason aforesaid.

## **Protection Against Claims**

The Contractor covenants and agrees that s/he will pay, or cause to be paid, all just accounts for labour, material, plant, tools and equipment supplied together with accounts for equipment or tool rental, accounts for freight incurred and for all other supplies furnished and for all work done under this contract and s/he will indemnify and save harmless the Corporation at all times from all claims in relation thereto. It is agreed that the said Contractor shall furnish the Corporation with satisfactory evidence that all accounts for labour, material, equipment rented, accounts for freight and whatsoever, have been duly paid therefore and, in case such evidence is demanded by, and not furnished to the Corporation, such amount as may, in the opinion of the said Corporation be necessary to meet the claims of the person aforementioned, may be retained from the money due said Contractor under this contract until satisfactory evidence is furnished that all the above liabilities have been fully discharged.

The Contractor covenants and agrees with the Corporation that in case any workers employed on the said works or in case any accounts for materials supplied and incorporated in said works, or accounts for equipment rented and accounts for all other supplies furnished or work done, whether employed or incurred (as the case may be) by the Contractor, or by any Sub-Contractor, or otherwise, are unpaid at the termination date of the contract, or at any other time, either on account of the default of the Contractor, or upon the completion or otherwise, it shall be lawful for the Corporation to pay such workers the amount that may be justly owing to them and the amount of any just accounts for equipment rented or materials supplied or work done and to charge same against any monies due, or to become due, the Contractor.

When the liabilities of the Contractor under this contract exceeds the monies owing by the Corporation, the Contractor, or his/her surety, shall pay all such claims as are certified by the Municipal Treasurer to be correct.

## **Prices & Payment**

In consideration of the furnishing of all labour, equipment, tools, and materials in conformity with the specifications and conditions of this contract, the Corporation agrees to pay the said contractor the prices set forth in the form of tender according to the procedure therein and which is hereby made a part of this contract. The said contract hereby agrees to receive such prices in full for furnishing all labour, materials, tools and equipment required for the aforesaid work, also for all expenses incurred by the Contractor for well and truly performing the same in the manner and according to the specifications and requirements of the Manager of Public Works.

The Corporation may, before any monthly payment is issued, require the Contractor to submit an affidavit stating that all accounts incurred by the undertaking of work under this contract have been duly paid up to date.

## **Monies Due the Corporation**

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the Workers' Compensation Board, may be retained out of any monies then due, or which may become due, from the said Corporation to the Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety in a court of competent jurisdiction, as a debt due to the Corporation and the Municipal Treasurer shall have full power to withhold any estimate or payment, if circumstances arise which may indicate to them the advisability of so doing, though the sum to be retained may be unascertained.

## **Character of Workers**

The Contractor agrees to employ only orderly and competent employees and foreperson to do the work and that whenever the Manager of Public Works shall inform him/her, in writing, that any employee(s) on the work are, in his opinion, incompetent, unfaithful, disorderly or practicing poor public relations, such employee(s) shall be discharged from the work and shall not again be employed on the same without the Manager of Public Works' written consent.

**PART "D" – FORM OF TENDER**

The undersigned has carefully examined the conditions of this Tender attached hereto and is fully informed as to the Township's requirements and hereby offer to perform the work for the following price:

**BID PRICE**

**November 1, 2022 to April 15, 2023, Season:**

\$ \_\_\_\_\_ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
**Bid HST Total**

**November 1, 2023 to April 15, 2024 Season – Optional Year 1 Extension**

\$ \_\_\_\_\_ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
**Bid HST Total**

**November 1, 2024 to April 15, 2025 Season – Optional Year 2 Extension**

\$ \_\_\_\_\_ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
**Bid HST Total**

**PLOW SPECIFICATIONS**

- 1. Year of Plow Truck \_\_\_\_\_
- 2. Width of Front Plow \_\_\_\_\_
- 3. Width of Wing \_\_\_\_\_

**CONTACT**

Designate contact name and cell number \_\_\_\_\_  
Name

\_\_\_\_\_  
Cell Number

I, \_\_\_\_\_,

Of \_\_\_\_\_,

Hereby agree to provide adequate plowing/salting/sanding in accordance with the roads outlined in this tender for the above prices.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**TOWNSHIP OF LANARK HIGHLANDS**  
CONTRACT PW 2022-09

**AGREEMENT**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Between: \_\_\_\_\_ located in \_\_\_\_\_  
(Bidder's Name) (Municipality)

within the \_\_\_\_\_, Province of Ontario.  
(County or Region if applicable)

**Hereinafter called "Bidder"**

**THE PARTY OF THE FIRST PART**

**- AND -**

**THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS**

**Hereinafter called the "Township"**

**THE PARTY OF THE SECOND PART**

**Witnesseth, that the party of the first part**, for and in consideration of the payment or payments specified in the tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to complete such works in strict accordance with the plans, specifications and Tender herefore, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications, and conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

Description of the Works: **Plowing as per TENDER PW 2022-09 West White Lake Area**

The Contractor further agrees that they will deliver the whole of the works completed in accordance with the Agreement within the time stipulated in the General Requirements.

The Contractor agrees that any monies due the Township as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

**IN CONSIDERATION WHEREOF**, said party of the second part agrees to pay the Bidder for all work done at the unit prices of the Tender.

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the Contractor and the Township have hereto signed their names and set their seals on the day first above written

\_\_\_\_\_  
*Township*

\_\_\_\_\_  
*Signature of Township Designate*

\_\_\_\_\_  
*Signature of Company*

(Company Seal)  
or

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Printed Name*

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.