



September 13, 2024

Tender for Winter Road
Maintenance Material
TENDER #PW-2024-12

Name of Firm or Individual

Address

Telephone and Fax Number

Email Address

Name of Person Signing for Firm

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

Telephone: (613) 259-2398 Ext. 239

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 Clerk/Deputy CAO at the address indicated above.

PART "A" - GENERAL REQUIREMENTS AND INFORMATION TO BIDDERS

1. Tender Form

Sealed Tenders, clearly marked as to the contents, on the forms supplied by the Corporation of the Township of Lanark Highlands ("the Township"), will be received, by the undersigned or his/her designated representative, at the Municipal Office, 75 George St, Lanark, Ontario, until **3:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **September 27, 2024**.

Tenders received after closing time will not be considered.

The Corporation of the Township of Lanark Highlands
75 George Street,
Lanark, Ontario K0G 1K0

Attention: Chad Kean
Manager of Public Works

Telephone: 613-259-2398 ext. 239
Toll Free: 1-800-239-4695
E-mail: publicworks@lanarkhighlands.ca

Tender Forms must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. Tenders must be submitted, using the **Tender Label – Form 2** (to be affixed on your Tender Envelope).

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item and other entries clearly shown. Tenders which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to The Corporation of The Township of Lanark Highlands Form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in Part "A" - Information to Bidders.

Tenders received by fax or email will be disqualified.

2. Clarification of Documents

Any clarification of the Townships documents required by the Bidder, prior to submission, shall be directed to the Manager of Public Works. Any such clarifications so given shall not, in any way, alter the Townships documents and the Bidder and the Townships agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Townships are authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued by the Clerk to Bidders as a written Addendum. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Manager of Public Works.

- Last day for questions September 19, 2024
- Last day for Addenda September 24, 2024
- Submission Due Date September 27, 2024

3. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Tender documents, issued by the Township, and the Company's submission. Do not remove any pages from the Township Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

4. Addenda

Bidders may be advised by addenda, of required additions, deletions or alterations in the requirements of the Tender documents. All such changes shall become an integral part of the Tender documents and shall be allowed for in arriving at the total submission price.

5. Tender Deposit

Each Tender shall be accompanied by a certified cheque or Bid Bond in the amount of ten percent (10%) of the bid price payable to the Township, "Lanark Highlands". This shall be returned within ten (10) days of Tender Opening to all bidders except for the successful and second placed bidder. In the case of the second placed bidder this shall be returned upon start of contract by successful bidder. In the case of the

successful Tender, this shall be returned after successful completion of the Contract. If a deposit percentage results in a fraction, it must be rounded up to the nearest dollar. If applicable, in subsequent years, sixty (60) days prior to the start of the work, the Township shall require a certified cheque, in the amount of 10%, for each subsequent year of the Contract. Please complete the attached **Tender Deposit – Method of Return – Form 1**.

6. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid in addition to the tendered price.

7. Health and Safety

The Bidder 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.

Accordingly, the Bidder shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of your Company's Health and Safety Policy Statement, dated not later than **2024**, to be submitted with the Tender.
- (c) Provide a copy of the applicable WSIB Certificate of Clearance (or equivalent if the Bidder is from outside Ontario), to be submitted with the Tender.

Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted.

8. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed and must be submitted to the Manager of Public Works. No fax, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

9. Public Opening

There will be no public opening. Bid results will be provided upon request.

10. Bid Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a tender to the Township, the Township reserves the right to reject an offer to supply goods and/or services or Tenders presented in response to the Township procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period.

Unless otherwise specified in these Tender documents, this Tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of ninety (90) calendar days from the closing date of the receipt of Tenders.

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Township reserves the right to award by location, or individual locations, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part; to waive irregularities or omissions. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address (including email), given in the Submission, shall constitute notice of acceptance of the Contract.

11. Insurance

The successful Company shall provide the following insurance:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add Lanark Highlands as Additional Insured with respect to the operations of the Named Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to Lanark Highlands.

Contractors' Equipment Insurance

"All risks" contractors' equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, excluding boiler insurance, shall be in a form acceptable to the Township and shall not allow subrogation claims by the insurer against the Township. The policies shall be endorsed to provide the Township with not less than 30 days' notice, in writing, in

advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of his equipment, the Township agrees to waive the equipment insurance requirement.

Pollution Liability Insurance

Pollution Liability Insurance shall be in the name of the Contractor and the Township of Lanark Highlands with limits of no less than \$5,000,000 per occurrence, an aggregate of not less than \$5,000,000 in any policy year, and a deductible not to exceed \$5,000, such insurance to be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Such insurance shall contain no exclusion of any kind relating to asbestos or asbestos-related operations in conjunction with the Work.

Automobile Liability Insurance

The Company shall provide Automobile liability insurance in respect of licensed vehicles with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Township with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

Other Requirements

The Company acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Corporation of the Township of Lanark Highlands, its agents and employees from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

12. Failure to Enter into an Agreement

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

13. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

14. Laws and Regulations

The Company shall comply with relevant, federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

15. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Townships may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township's written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, it is entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

16. Contract Cancellation

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a

settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

17. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. The Township reserves the right to reject any or all Tenders and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any Tender will not necessarily be accepted.

18. Payments

The Company shall invoice the Township, monthly, for services and materials provided. After applicable reconciliation, the Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The successful Bidder will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded.

The Township shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

19. Municipal Freedom of Information

Any personal information collected by or on behalf of the Township under this Tender is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Tender consents to such collection and use of the information. The person submitting this Tender acknowledges the Tender is a public document and that the information contained in the Tender may become public and consents to the release of that information. By responding to this Request for Tender, respondents waive any challenge to the Townships decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Manager of Public Works.

20. Utilities

The Contractor shall be responsible for the protection and locating of all utilities at the job site during the time of construction. The Townships will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

21. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall immediately be reported to the Township. Such spills or discharges and their adverse effects shall be as defined in the *Environmental Protection Act*.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall immediately be reported to the Township. As well as the Ontario Spills Action Centre. (1-800-268-6060)

This reporting will not relieve the Contractor of its legislated responsibilities regarding such spills or discharges.

The Contractor is required to provide a Spills Response Plan within 10 days of Contract award, to the satisfaction of the Township.

22. Sampling and Testing

Sampling and testing to be performed as per OPSS 1004 November 2016, at the expense of the Contractor for QC testing.

23. Prevention of Damage

The failure of the Township to order necessary precautionary measures, protective works or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings or other surface or sub-surface structures, overhead lines / wires, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective works or other precautionary measures, protective requirements shall not relieve the Contractor from any of its responsibilities under this Contract.

24. Emergency and Maintenance Measures

Wherever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the Contractor shall be provided to the Township. This official shall be available, at all times, and have the necessary authority to mobilize workmen and machinery to take any action, as directed by the Township, in case emergency or maintenance measures are required, regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God or any cause whatsoever.

Should the Contractor be unable to carry out immediate remedial measures required, the Township will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

25. Losses and Damages

The Contractor is hereby specifically notified that any loss or damage to the work caused by the action of the elements, including severe rain storms, wind storms or any other unforeseen circumstances, shall be sustained and borne by the Contractor at its own expense. All material and additional work required, to make good any loss or damage to work previously completed, shall be done at the cost of the Contractor and no claims for extra payment will be allowed.

26. Hauling Material on Township Roads

The Contractor must provide suitable equipment for hauling materials over the public roads. Should any materials, either coming to the site or being removed from the site, be dropped from this equipment, the Contractor shall immediately remove such materials.

Any damage to Township or County roads due to hauling material, mobilization, demobilization, are to be repaired to the satisfaction of the Township, or County as applicable.

27. Supply of Material

All materials to complete the contract will be supplied by the contractor.

28. Declaration of Bidder

The Bidder declares that:

(a) No persons, other than the Bidder, have any interest in this Tender 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 per the date in this agreement.

(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 Township.

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 Tender.

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.

2F. The Bidder acknowledges that the Owner may award each separate location to separate Contractors upon receipt of tender and item bids.

PART "B" – SPECIAL CONDITIONS

1. The contractor shall supply all the necessary materials, labour, tools, equipment, safety devices and all other things necessary to complete the work in accordance with these documents and to the satisfaction of Manager of Public Works or their designate.
2. The latest revised Ontario Provincial Standard Specifications shall be the governing specifications for this work. The Contractor shall supply Physical Properties Test Result and Sieve Analysis to ensure compliance with OPSS MUNI 1004.
3. Only materials conforming to the Ministry of Transportation Specifications and approved by the Township shall be used in the work. The Township retains the right to specify acceptable pits and to decide which section of a pit to be used. The Township will make no allowance whatsoever, for extra charges incurred by the Contractor in the purchasing of the materials. The Contractor must check out all possible materials when bidding.
4. Materials shall be delivered to the Township garages. The Contractor shall supply the stacker / conveyor required to fill the Township domes.
5. The Contractor shall provide the initial delivery no later than October 30, 2024.

BASIS OF PAYMENT, WEIGHING OF MATERIALS

The Township will pay on tonnage measurement delivered to the job site.

The Contractor shall at his own expense, be responsible for supplying and installing approved scales at, or convenient to, each gravel pit or quarry from which the material is to be used and for insuring that the scales are approved before commencement of weighing operations. The weighing of materials shall be as per Form 502, Ontario Provincial Standard Specifications, Metric scales would be desirable, however, if necessary, scales weighing in Imperial Units will be acceptable.

PART "C" - FORM OF TENDER

1. I _____, of _____,

DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken.

2. **I FURTHER DECLARE** that this Tender is made without any connections, knowledge, comparison of figures or arrangement with any other Contractor, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of the Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that several matters stated in the said Tenders are in all respects true.

5. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said Tender OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted

6. **I FURTHER DECLARE** that the awarding of the contract based on this Tender by the Township shall be an acceptance of this Tender.

7. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted. I do hereby tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide furnish, deliver, place and erect all materials mentioned and described or implied therein, to complete the work, herein described, in strict accordance with the plans, specifications and special provisions and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities, except where noted, at the unit prices set forth in the tender therein as follows:

Witness

Signature

Date

Name of Company

E-mail Address

Address

Name of Signing Authority for
Contract (Please print)

Telephone

I/We hereby agree to supply and place the required Winter Road Maintenance Material in accordance with Parts A, B, C of this Tender for the following prices.

Delivery Location	Spec. No.	Item Description	Unit	Est. Qty.	Unit Price	Total
Middleville	1004	Screened Sand	Tonne	4,800	\$	\$
Middleville		Stone Dust	Tonne	4,800	\$	\$
McDonalds Corners	1004	Screened Sand	Tonne	3,000	\$	\$
Joes Lake	1004	Screened Sand	Tonne	800	\$	\$
Tatlock		Stone Dust	Tonne	600	\$	\$
Tatlock	1004	Screened Sand	Tonne	600	\$	\$

Notes: HST will be paid in addition to the above on the applicable portion of this tender.
Contracts will be awarded per Individual Delivery Location.

The Township reserves the right to award the supply and delivery of either material (sand or stone dust) individually to the specified locations.

TENDER DEPOSIT METHOD OF RETURN – FORM 1

Please complete this form indicating your preference
for returning your tender deposit cheque.

☐

The Contractor will **pick up** the tender deposit.
**Township Staff will notify the Contractor when the cheque is
available for pick-up.**

If you are selecting this option, if possible, please provide the name of
the representative who will pick up the cheque.

Name: _____

☐

Send cheque by **Purolator Courier**.
Note: courier charges will be the responsibility of the Contractor.
My Purolator Account #: _____

☐

Send cheque by **Regular Mail**.

Contractor Name: _____

Signature of Contractor representative

Date: _____

TENDER LABEL – FORM 2

To help identify your Tender, please **cut out the label below and affix this label to the outside of your Tender Envelope:**

THE CORPORATION OF LANARK HIGHLANDS TOWNSHIP WINTER MAINTENANCE MATERIAL CONTRACT PW-2024-12	
The Corporation of Lanark Highlands	
Attention: Chad Kean Manager of Public Works	
Telephone: 613-259-2398 ext. 239 Toll Free: 1-800-239-4695 E-mail: publicworks@lanarkhighlands.ca	
CONTRACT NUMBER: PW-2024-12	CLOSING TIME/DATE: 3:00PM September 27, 2024
YOUR COMPANY'S NAME AND ADDRESS: 	



Use the above label for your envelope when you submit your Tender Document.

AGREEMENT

This Agreement made in duplicate this _____ day of _____, 2024.

Between: _____ located in _____
(Bidder's Name) (Municipality)

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

Hereinafter called "Contractor"

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: **Supply and Delivery of Winter Road Maintenance Material**

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 and Information to Bidders entitled "Liquidated Damages".

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 Contractor 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

Signature of Company

Company Seal
OR

Signature

Signature of Witness

Printed Name & Title

Printed Name

Township of Lanark Highlands

Clerk

Reeve

Dated at _____, this _____ day of _____, 2024.