



**TENDER NUMBER 2018-04  
GRAVEL CRUSHING  
THE CORPORATION OF THE TOWNSHIP OF ASPHODEL-NORWOOD**

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**TENDER NUMBER**

**2019 - 04**

**GRAVEL CRUSHING**

**Closing: Monday, April 15<sup>th</sup> 2019 at 12:00 p.m. local time**

THE CORPORATION OF THE TOWNSHIP OF ASPHODEL-NORWOOD

STRIVING TO PURCHASE AND SUPPLY THE PROPER  
EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES  
WHEN NEEDED, WITH THE RIGHT QUALITY, THE  
RIGHT QUANTITY, AT THE RIGHT PRICE, FROM THE  
RIGHT SOURCE AND AT THE RIGHT TIME IN A  
MANNER THAT IS FAIR AND EQUITABLE TO ALL.



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**FORM OF TENDER**

Submitted by;

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Name of Company or Individual

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Address (include postal code)

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Telephone Number

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E-Mail Address

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Name of Person Signing for Company

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Date

We recognize the time involved to prepare a quotation, and thank you in advance for your effort.

Return to the attention of:  
Candice White  
CAO/Clerk/Treasurer  
Township of Asphodel-Norwood  
P.O. Box 29  
Norwood, Ontario  
KOL 2VO



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**PART A - INFORMATION TO BIDDERS**

**GENERAL INFORMATION**

1. The Township of Asphodel-Norwood (Township) plans to enter into a contractual arrangement for the crushing and placing of gravel for the Township of Asphodel-Norwood.

The Contract will be to crush and place gravel as found in Part C - Specifications.

All work is to be completed no later than **June 17th, 2019** or at the discretion of the Manager of Public Works and Environmental Services.
2. Tenders for the services are invited from qualified Bidders. The Tender Documents which specify the basis for the submission from Bidders consist of the following:
  - a) Form of Tender
  - b) Part A - Information To Bidders
  - c) Schedule 1 - Contractor's Experience Record
  - d) Schedule 2 - Schedule of Prices
  - e) Schedule 3 - Freedom of information and Privacy Act
  - f) Part B - Terms, Conditions and Definitions
  - g) Part C - Specifications
  - h) Part D - The Contract
3. The Tender Contract with the successful Bidder, once finalized, will consist of:
  - a) Form of Tender
  - b) Part B - General Terms and Conditions
  - c) Part C - Specifications
  - d) Part D - The Contract
4. Bidders are expected to respond in detail, as outlined, to the requirements as outlined in the Tender Documents.
5. **Proof of Ability - Pre-qualification**

To qualify, a Bidder must have been in the business of gravel crushing for a period of not less than ten (10) years and performing contracts similar in size to this proposed Contract.



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Where deemed necessary by the Township, the Bidder will 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 outlined in the Tender Documents.

**IMPORTANT: DO NOT REMOVE ANY PAGES FROM THIS TENDER DOCUMENT**

### **SCOPE OF TENDER**

This Tender is for the crushing and placing of gravel for the Township of Asphodel-Norwood. The Contract will be completed prior to **June 17<sup>th</sup>, 2019** or at the discretion of the Manager of Public Works and Environmental Services.

### **COUNCIL AND EMPLOYEES**

No member of Township Council and no officer or employee of the Township participating in this Tender will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in the performance of said Contract or in the supplies, work or business in connection with the said Contract or in portion of the profits thereof, or of any supplies to be used therein, or in any of the monies to be drawn there from.

### **BIDDER'S QUALIFICATIONS**

Only qualified Contractor's will be accepted. The Contractor is required to show, in terms of experience and facilities, evidence of its ability to perform the work outlined in Part "C" - Specifications.

**Schedule 1 - Contractor's Experience Record** is included for the Contractor's reference.

### **PRICING**

In accordance with the Terms of Payment of the General Terms and Conditions (Part B), invoices will be paid by the Township on a thirty (30) day basis after date of Contractor's invoice subject to acceptance of the Contractor's Services.

**Schedule 2 - Schedule of Prices** is included for the Contractors reference and use.

### **ACCEPTANCE OF TENDERS**

All contractors agree to leave their tenders open for acceptance by the Owner for a period of sixty (60) days after the closing of tenders.



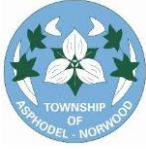
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**SCHEDULE 1 - CONTRACTOR'S EXPERIENCE RECORD**

The Contractor is required to supply the following information concerning work done over the last three (3) year period that is similar to the type of work to be done under this contract.

<b>TERM OF CONTRACT (ie 2011)</b>	<b>REFERENCE AND TELEPHONE NUMBER</b>	<b>DESCRIPTION OF WORK AND VALUE</b>



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**SCHEDULE 2 – SCHEDULE OF PRICES**

In accepting this Contract, the Contractor agrees to the following price for the Contract to be completed no later than **June 17<sup>th</sup>, 2019**, for: **Gravel Crushing and Placing**.

**Tender Response Form**

Crush and haul 5/8" gravel from the Asphodel-Norwood Sand Road Pit to the:  
(APPROXIMATELY 7000 cubic yards)

- Sand Road from the 4<sup>th</sup> Line to the 7<sup>th</sup> Line
- Center Line from the 4<sup>th</sup> line to the 8<sup>th</sup> line
- 8<sup>th</sup> Line from Highway 7 to Center Line
- 4<sup>th</sup> Line gravel areas from Highway 7 to Center Line

3<sup>rd</sup> Line from Highway 7 to Center Line

PRICE PER CU YD \$ \_\_\_\_\_

\*Provisional Item

2,000 cubic yards crushed in a stock pile to remain onsite at the Sand Pit

PRICE PER CU YD STOCK PILE

\$ \_\_\_\_\_

\*provisional item pending the 2019 budgeted figure



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**SCHEDULE 3 - FREEDOM OF INFORMATION AND PRIVACY ACT**

We, the undersigned, have carefully read the Form of Tender, Part “B” - General Terms and Conditions, Part “C” - Specifications, and maps, and otherwise satisfied ourselves as to the conditions under which work is to be carried out; we do hereby tender for and offer to enter into Contract with the Corporation of the Township of Asphodel-Norwood to complete these Contract Services in strict accordance with the terms and conditions contained herein.

We, the undersigned, hereby permit the Township of Asphodel-Norwood to release information associated with this Tender, in accordance with the Freedom of Information and Privacy Act.

DATED AT \_\_\_\_\_, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Authorized Person

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





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**PART B – TERMS, CONDITIONS AND DEFINITIONS**

**SUBMITTING A TENDER**

Tender must be submitted to the attention of:

Candice White, CAO/Clerk/Treasurer  
Township of Asphodel-Norwood  
2357 County Road 45  
Box 29  
Norwood, Ontario  
KOL 2V0

To ensure standardization of contractor response, Township of Asphodel-Norwood response forms will be supplied in the bid package when practical, and must be used. Failure to submit the information on the forms when provided will result in rejection of the bid. When forms are not provided, responses should be submitted on contractor's own letterhead or quotation form and must be signed by an authorized officer of the contractor.

Faxed or other electronically transmitted bids **will not** be accepted.

Late bids will not be considered and will be returned unopened to the contractor. \*Local time is according to the time clock located in the Council Chamber area of the Township of Asphodel-Norwood Council Chambers, which will be deemed to be taken as conclusive. (HR.:MIN.:SEC.) Late bids will be returned unopened to the contractor.

The number of bids received and the names of contractors are confidential, and shall not be divulged prior to the tender opening. However, the number of tender packages released is public information. It is understood that by completing and submitting a bid for this tender the contractor agrees to public release of their name and tender information.

The Township assumes no responsibility or liability for any cost incurred by the contractor in the preparation or submission of tenders, site inspections, demonstrations, or any other services that may be requested as part of the evaluation process.

Contractors must be authorized to do business in the Dominion of Canada.

The contractor agrees that other publicly funded authorities within the Township not shown on this quotation may utilize this quotation if deemed beneficial to them.

The contractor declares that this quotation is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a



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quotation for the same goods and services, and is in all respects fair and without collusion or fraud.

The Corporation of the Township of Asphodel-Norwood shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any contractor prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of Asphodel-Norwood of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract.

If an insufficient number of tenders are received, tenders may be returned unopened to the contractor.

Whenever a tender seeks a source of supply for materials and/or services, the quantities or usage shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the Township of Asphodel-Norwood as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for contractors' information only and will be used for tabulation and presentation of bid, and the Township of Asphodel-Norwood reserves the right to increase or decrease quantities as required.

All materials and/or services shall be delivered F.O.B. destination (i.e., at a specific Township of Asphodel-Norwood address) and delivery costs and charges, if any, will be included in the bid price.

**FREEDOM OF INFORMATION**

Release of information contained within a contractor's document will be subject to the Freedom of Information Act. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Contractors must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.

Requests for information other than standard public information (i.e., names of those submitting tender, total amount of bid not individual line costs) must be dated and submitted in writing to the CAO/Clerk/Treasurer, after which time the Township of Asphodel-Norwood has thirty (30) days to respond.



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**INQUIRIES AND CLARIFICATIONS**

It is the contractor's responsibility to clarify interpretation of any item on the specifications and/or other tender documents, before the close of tender, by contacting the following:

Jeff Waldon, CRS-I  
Manager of Public Works and Environmental Services  
2357 County Road 45  
Norwood, Ontario KOL 2V0  
Email: [jwaldon@asphodelnorwood.com](mailto:jwaldon@asphodelnorwood.com)  
Telephone: 705-930-0697  
Fax: 705.639.1880

**All questions relating to the tender must be in writing** and delivered, faxed or emailed as directed above. No verbal interpretation will be effective to modify any component of the tender or any contract. Only interpretations and clarifications, which are provided in writing by the above-mentioned, will be considered valid.

The submission of a quotation shall be deemed proof that the contractor has satisfied himself as to all the provisions of the quotation, all conditions which may be encountered, what goods and services he will be required to supply, or any other matter which may enter into the carrying out of supply of goods and services referred to in the quotation, and no claims will be entertained by the Township based on the assertion by the contractor that he was uninformed as to any of the requirements of this quotation.

Should a contractor discover any errors or omissions in the tender, they shall notify the purchaser so that clarification can be made to all contractors.

**WITHDRAWAL PROCEDURE**

A contractor who has submitted a tender may request that the tender be withdrawn. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the CAO/Clerk/Treasurer or their designate, before the closing time. When a withdrawal request is made in person, the contractor shall sign a withdrawal form confirming the request. When requests are made by mail or fax, they shall be confirmed by telephone prior to acceptance. (Telephone requests will not be considered).

Tenders confirmed as withdrawn prior to closing time shall be returned unopened.

The withdrawal of a tender does not disqualify a contractor from submitting another tender on the same contract providing it is submitted prior to closing date and time.

Withdrawal requests received after the tender closing time will not be allowed.



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**TENDER OPENING**

Tender opening shall be conducted in a public forum, and shall take place as soon as practical after the closing time. The names of contractors submitting bids and total bid amounts will be announced; however no other tender information will be released at this time.

When tenders have been opened and sorted, the CAO/Clerk/Treasurer or their designate shall check the number of tenders opened to ensure that all tenders received are accounted for. If a discrepancy occurs, the tender opening proceedings shall be delayed until all tenders have been accounted for.

When all tenders have been accounted for, the CAO/Clerk/Treasurer or their designate shall announce for each contract the contract name, number, the number of bids received, and the name of the contractors during the reading out of tenders, the CAO/Clerk/Treasurer or their designate, shall check for more than one tender under the same name. If two tender envelopes for the same contract are received in the same contractor's name and are both properly submitted, the envelope containing the lower tender amount shall be considered the intended bid and shall be processed within the normal manner.

**PRELIMINARY CHECKING**

Initially all tenders shall be checked by the CAO/Clerk/Treasurer or their designate to ensure that;

- The contractor's name and tender amount shown on the Record of Tender Opening are correct;
  - The tender form is signed as necessary, sealed or witnessed;
  - Each tender envelope is time and date stamped prior to the contract closing time;
  - Each item on the tender has been bid;
  - The tender is free of restrictions or alterations; and
  - Tenders must be legible, written in ink or typewritten. Submissions written in pencil will be rejected. The authorized officer signing the tender must initial erasures, corrections or strikeouts.
  - In the event of any discrepancy between the unit price and the extension, the unit prices shall govern.
  - All other tender requirements have been met.
- In the event that a bid does not contain or comply with a mandatory item, then the bid must be rejected.



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The Tenders will be assessed for completeness and suitability to requirements based upon the information provided by the contractor in their submission. Contractors may be contacted to clarify any items and may be required to attend an interview. Further discussions and demonstrations of capabilities may be required at that stage. Based upon the analysis of the tenders, subsequent discussions and reference checking, a final ranking of contractors will be established.

**EVALUATION CRITERIA**

The following criteria, which are not in any particular order, as well as any other criteria outlined in tender specifications will be used to determine the ranking of the contractor and proposed system:

- The availability of Township funds to complete the task
- The Manager of Public Works and Environmental Services is satisfied with the product.
- The required expertise, including professional qualifications and experience.
- A demonstration of a thorough knowledge and understanding of the scope of work.
- A demonstration of specific related experience relative to the nature of the tender call.
- Record of past performance with the Township.
- Past performance with other municipalities preferably in the Ontario marketplace, in providing similar products or services.
- All other things being equal, the percentage of local content, including supplies, materials and sub-contractors from the Township.
- Ability and experience to perform in accordance with the Terms of the Call for Tender.
- Compatibility with other goods and services of the Township.
- If requested, the contractor agrees that he will furnish a copy of his latest financial statement within four (4) calendar days after being requested to do so by the Township. The Contractor solemnly declares that the several matters stated in the foregoing quotation are in all respects true.



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- Cost
- Any other factors, which may be set out in the Call for Tender for other documentation.

The Township reserves the right to reject any offer based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the Customer or a comparable business. Whether a product meets this requirement shall be the sole decision of the Township.

**The lowest or any tender will not necessarily be accepted.**

### **CONTRACT AWARD**

Provided that at least one of the tenders received meets the approval of the CAO/Clerk/Treasurer, a recommendation on contract award will be made and presented to Township Council for approval. In the event that no bona fide offer is received, the Township may proceed at its discretion to obtain the goods or services described.

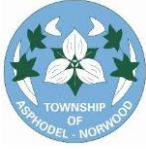
Council shall review the recommendation of the CAO/Clerk/Treasurer and the endorsement of the Manager of Public Works and Environmental Services and make an award. In the event that Council deems that it would be beneficial to listen to delegations from contractor at this time, every contractor must be given an equal opportunity to present himself or herself. Individual written invitations, stating time, date and purpose of the presentation, must be extended to each contractor.

In the event that more than one contractor has submitted a tender in the same amount and content, the CAO/Clerk/Treasurer shall make its decision based on the merit of the tender (i.e. including such factors as time for completion and previous performance of the contractor). If the merit for each tender is equal, then the tender to be accepted shall be decided by means of a draw. The names of the tied contractors shall be placed in a container and the tender to be awarded shall be drawn by a member of council. The time and location of the draw shall be set by the CAO/Clerk/Treasurer, and the contractor's shall be notified in order that they may be present.

By responding to this tender call, contractors accept the terms and conditions outlined in this tender call and that the decision of the Township Council is final and binding and will not be subject to review.

The Township reserves the right to accept or reject all or any portion of the tender, as may be in the best interests of the Township.

On approval of the recommendation, the CAO/Clerk/Treasurer or their designate shall immediately send a Notification of Acceptance to the successful contractor advising him/her that his/her bid has been accepted.



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**CONTRACTS AND AGREEMENTS**

The entire text of the contractor's Tender and all accompanying documentation, claims, representations and arrangements presented by the contractor, relevant to the Tender, may be incorporated into and form part of the contract. No oral representations should be assumed to be incorporated in the contract documents. Contractors are cautioned that information should not be submitted that couldn't be incorporated into the agreement.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. The Contractor agrees that the laws of Ontario shall govern the rights of all parties. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

**DELIVERY**

The Contractor shall be responsible for arranging its Services so that completion shall be as specified in the Contract.

**TAXES**

The tender price shall include all applicable taxes, in accordance with the current legislation.

**TERMS OF PAYMENT**

Payment will be made upon normal processing of the Contractor's invoice, subject to acceptance of the Contractor's Services.

The Contractor shall have no claim for loss, damages, anticipated profits or otherwise on account of any difference which may occur between the quantities of work actually done under the Contract and the estimated quantities as set out in the Contract Documents.

The effect of any alternative payment terms, stated clearly in the Contract by the Contractor will be considered in the evaluation of the Contract.

**CHANGES**

The Township shall have the right to make changes to services. Changes must be authorized by a written Change Order document.





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**PATENTS AND COPYRIGHTS**

The Contractor shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the services or any part of the services constitute an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including the Township's legal fees.

The Contractor shall pay all royalties and patent license fees required for the services. If the service, or any part thereof, is in any action or proceeding held to constitute infringement, the Contract shall forthwith either secure for The Township the right to continue using the service, or shall at the Contractor's expense, replace the infringing service with non-infringing service or modify it so that the service no longer infringes.

**ASSIGNMENT**

The Contractor shall not assign the Contract or any portion thereof without the written prior consent of the Township, provided that the contractor is not then in default under this agreement, and provided that the assignee executes a counterpart of this agreement and annexes thereto a memorandum acknowledging that it is bound by the terms and conditions hereof and covenants to comply herewith.

**DEFICIENT WORK**

If any services, equipment, materials or workmanship furnished by the Contractor is defective or any aspect of performance of service is deficient, the Township may in its sole discretion, in writing:

- require the Contractor promptly to remedy the defect or deficiency;
- suspend or terminate all or any part of the services effective upon the giving of the notice; OR
- do both of the foregoing.

Costs to remedy such defects or deficiencies and any additional costs resulting there from shall be at Contractor's expense.





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**SUSPENSION AND TERMINATION:**

The Township may, at any time, suspend or terminate any part of the service, including all remaining work, for any justifiable reason whatsoever effective immediately upon notice to the Contractor. The Contractor shall continue to execute any part of the service not suspended or terminated.

In the event of termination, except for suspension pursuant to the Clause - Deficient Work, the Contractor is entitled to full payment for the part of the service provided by it up to the effective date of such termination.

The Township shall not be liable to the Contractor for loss of anticipated profit on the terminated portion or portions of the service.

**WARRANTIES AND GUARANTEES**

The Contractor warrants and guarantees that all work will be free from defects in workmanship and materials. The Contractor shall remedy at Contractor's cost any defects in work, provided the Contractor is notified by the Township of such defect within one (1) year from the date of acceptance or termination of work. For apparatus, materials and accessories not manufactured by the Contractor, the Contractor shall obtain such warranties or guarantees as are available from the manufacturers. These shall extend over the longest possible period which shall not be less than one (1) year after acceptance or termination of the work.

**DEFAULT BY CONTRACTOR**

If the Contractor 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 Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice, terminate the Contract.

If the Contractor 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 of relevant authorities relating to the Service; or fails to prosecute the Service with the skill and diligence; or assigns or sublets the Contract or any portion thereof without the Township's written consent; or refuses to correct defective service; 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 Contractor, 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.



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

- i) take possession of all of the service in progress and finish the service by whatever means the Township may deem appropriate under the circumstances;
- ii) withhold any further payments to the Contractor until its liability to the Township is ascertained;
- iii) recover from the Contractor loss, damage and expense incurred by the Township by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor).

**DISCLOSURE**

The names of the Contractor and the Contractor's renewal of the original Tender price will be made available to the public after Council authorization.

**QUANTITIES**

Where quantities are shown on the Contract Documents as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

**INDEPENDENT CONTRACTOR**

The Contractor is an independent Contractor and the Contractor's personnel shall at all times be considered as agents or employees of the Contractor and not be considered servants or agents of the Township.

**BUSINESS ETHICS**

The Contractor agrees to comply with all laws, regulations, rules and orders applicable to the observance or performance of its obligations under this Contract.

The Contractor agrees that all financial settlements, reports and billings rendered to the Township under this Contract shall properly reflect the facts of all activities and transactions handled for the Township's account, and may be relied upon as being complete and accurate in any further recording or reporting made by the Township for any purpose.

The Contractor shall notify the Township in writing promptly upon discovery of any failure to comply with paragraph one or two of this clause.



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**INSURANCE**

The Contractor shall take out and keep in force while under Contract with the Township, a comprehensive policy of public liability and property damage insurance acceptable to the Township. The insurance shall provide coverage in respect of any one accident to the limit of at least five million dollars (**\$5,000,000.00**) exclusive of interest and cost against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property.

The policy shall name the Township as additional insured thereunder and shall protect the Township against all claims for all damage or injury including death to any person or persons and for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract.

The Contractor is required to file the pertinent certificates of insurance at the time of execution of the Contract and to maintain them while under contract for the Township of Asphodel-Norwood.

The Insurance Certificate must include a clause requiring thirty (30) days notice be given to the Township prior to expiry.

**Health and Safety Responsibilities for Municipal Workers and Contract Workers:  
(Township of Asphodel-Norwood Health and Safety Policy and Procedures Manual  
– Section 4)**

**F. CONTRACTORS AND SUB-CONTRACTORS:**

1. This classification is external to the Township of Asphodel-Norwood's organization and includes all those individuals working on a contract for the municipality.
2. The health and safety responsibilities attached to this classification include the following:
  - a) demonstrate the establishment and maintenance of a health and safety program, with objectives and standards consistent with applicable legislation and this corporation's health and safety policy and requirements;
  - b) include health and safety provisions in their management system to reach and maintain a consistently high level of health and safety;



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- c) ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment.
3. This section **will be included in all contracts tendered** and proof of the above may be required by the Township of Asphodel-Norwood at any time from tendering to project completion.

**OCCUPATIONAL HEALTH AND SAFETY**

The Contractor shall meet all Health and Safety regulations and supply all W.H.M.I.S information required by Regulation. The supplier will supply the appropriate Material Safety Data Sheets.

The Contractor acknowledges that he is the Constructor within the meaning of the Occupational Health and Safety Act.

**WORKPLACE SAFETY AND INSURANCE BOARD**

The Contractor shall be responsible for, and shall pay all dues and assessments payable under the Workers Compensation Act, the Unemployment Insurance Act or any other Act, whether Provincial or Dominion, in respect to all his employees or operations, and shall furnish the Township with satisfactory evidence that he, the Contractor, has complied with the provisions of any such Act.

**NOTE: The Contractor will provide W.S.I.B. Clearance Certificate and five million dollar (\$5,000,000.00) Certificate of Insurance naming the Township of Asphodel-Norwood as additionally insured at the time of execution of the Contract and to maintain them while under contract for the Township of Asphodel-Norwood.**

**LIABILITY AND INDEMNIFICATION**

The Contractor shall be liable to the Township for all losses, costs damages and expenses which the Township may suffer, sustain, pay or incur; and in addition, the Contractor shall indemnify and hold the Township completely harmless against all actions, proceedings, claims, demands, losses, debts, costs, damages, expenses and liabilities, which may be brought against or suffered by the Township or which it may sustain, pay or incur as a result of one or more breaches of the Contract or as a result of the negligence or wilful misconduct of the Contractor, its subcontractors and its vendors in connection with the performance, purported performance or non-performance of the Contract.

The liability of the Contractor pursuant to paragraph (a) of this clause in respect to loss of or damage to property, including loss of use thereof, belonging to or in the custody of The Township, shall be limited per any one occurrence to: the amounts recoverable



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under any insurance or the amounts which would have been recoverable under such insurance if the conditions, requirements and warranties imposed on the insured by the insurer are being or had been met together with the amount of any deductible under any applicable insurance carried by the Contractor or its Subcontractors.

**ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES**

Pursuant to Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the “Regulation”), made under the **Accessibility for Ontarians With Disabilities Act, 2005** (“the “Act”), as of January 1, 2010, the Contractor shall ensure that all of their employees, agents, volunteers, or others for whom they are responsible, receive training about the provision of goods and services provided to people with disabilities.

The Contractor shall submit, within ten (10) days of notification of award the completed “Attachment – **Representation, Warranty and Acknowledgement of Accessible Customer Service Training**”, providing their representation, warranty and acknowledgement that their employees, agents, volunteers, or others, will have completed Accessible Customer Service Training.

**If the Contractor does not provide the completed Attachment as requested herein, the Contract will be terminated and will be awarded to the next qualified Contractor.**

Accessible Customer Service Training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Contractor shall submit to the Township documentation describing their accessible customer service training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the attendees.

The Township reserves the right to require the Contractor, at the Contractor’s expense, to amend their training policies, practices and procedures, if the Township deems them not to be in compliance with the requirements of the Regulation.

The Contractor shall only assign those employees who have successfully completed training, in accordance with Section 6 of the Regulation, to provide services on behalf of the Township.



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**REPRESENTATION AND WARRANTY**

**(Insert Company Name):** \_\_\_\_\_

**Hereby represents and warrants that:**

1. My/Our employees, agents, volunteers, or others for whom I/We are responsible, will have successfully completed Accessible Customer Service Training prior to commencement of the Work on behalf of the Township of Asphodel-Norwood , in accordance with the award of **Tender 2019-04**; and
2. The Accessible Customer Service Training provided with encompass the following training content:
  - a) A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;
  - b) How to interact and communicate with people with various types of disabilities; How to interact with people with disabilities who use an assistive device, service animal or a support person;
  - c) How to use the equipment or assistive devices available on Township premises or that are otherwise provided that may help with the provision of goods or services to people with disabilities;
  - d) What to do if a person with a particular type of disability is having difficulty accessing the Township's goods or services

**ACKNOWLEDGEMENT**

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the Township of Asphodel-Norwood and as such I/We solemnly provide this representation and warranty as if it were given under oath.

\_\_\_\_\_  
Company

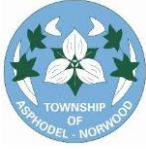
\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Date

I/WE HAVE THE AUTHORITY TO BIND THE COMPANY



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**LIENS**

If, at any time, there should be evidence of any lien or claim for which the Township might become liable or any claim which is valid in the Township's judgement, and which is chargeable to the Contractor, the Township shall have the right to retain out of any payment to the Contractor an amount sufficient to completely indemnify the Township against such lien or claim including legal fees and to make payment into court or to the claimant to secure a discharge of such lien or claim.

**CONFIDENTIALITY**

The Contractor agrees to keep confidential any and all information of data which has been made available or is hereafter made available to the Contractor by the Township, as well as all information concerning the results of the Work under this Contract.

**CONTRACTOR'S PERSONNEL**

Upon request of the Township the Contractor shall furnish the Township a list showing the names of all persons who will perform services under this Contract. The Township may refuse a particular person admission to its premises. The Contractor shall require every person entering the Township's premises to be identified by badges or tags satisfactory to the Township.

The Township desires and requests the Contractor to hire and employ local people, all things being equal, wherever and whenever possible in the Services to be performed.

The Contractor shall be responsible to provide all necessary facilities for employees such that a high degree of cleanliness can be maintained.

The Contractor's employees shall at all times behave in a polite, courteous manner towards the public. Any employee contravening this Section - Contractor's Personnel or soliciting any gratuity for services done under this Contract shall be subject to termination.

**NOTICES**

All notices required or permitted to be given under the Contract shall be in writing and either delivered personally or delivered to their respective addresses listed on the Contract.





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**BRIBERY OR CORRUPT PRACTICE**

Should the Contractor give or offer any gratuity to, or attempt to bribe, any employee or elected official of the Township, the Township may, upon expiration of ten (10) days from the date of written notice to the Contractor, terminate the Contract; all under the same provisions as those specified in the Default by Contractor section.

**ENTERING AGREEMENT**

This agreement constitutes the entire agreement between the parties with respect to all the matters herein and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the agreement.

**ENURMENT**

This agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.

**DEFINITIONS**

**Change Order** - a written document authorizing changes to service, as issued by the Township.

**Council** - shall mean the Council of the Township of Asphodel-Norwood.

**County** – shall mean the County of Peterborough

**Contract** - The document, approved by the Township, authorizing the Contractor to perform the service, including the Contract Documents, the bonds or security (if any), the Contractor's Contract, and Change Orders, appendices, and addendum (if any).

**Contract Price** - The price basis upon which the Contractor is requested to submit the Contractor's Contract.

**Contractor** - The company, person, firm, corporation or partnership performing gravel crushing and placing under Contract for the Township of Asphodel-Norwood.

**Equipment** - The materials, machinery, vehicles, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the Contract.





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**Private Contractor** – shall mean any person, firm, or corporation who collects municipal waste or recycling/resource materials from premises within the Township and includes all persons who dispose of waste from their own premises, but does not include employees of the Township or persons, firms or corporation under contract with the Township for the collection of municipal waste or resource materials.

**Services** - All materials, equipment fixtures, work, supplies and acts required to be done, furnished and/or performed by the Contractor; including an option for additional collection services and as agreed to by both parties.

**Subcontractor** - A person(s), firm(s), or corporation(s) having a Contract with the Contractor for any part of the Work.

**Supervisor** - shall mean the Manager of Public Works and Environmental Services or Township representative or any person or corporation from time to time named by the Council to oversee the gravel crushing and placing.

**Township** – shall mean the Corporation of the Township of Asphodel-Norwood.

**Township Representative** – shall mean the employee(s) or delegate(s) of the Township of Asphodel-Norwood acting on behalf of the Township.

**Tender** - A written offer in a specified form received from a Contractor in response to a public invitation to supply equipment, materials and/or services and construction.

**Tender Documents** - The Tender Form, Tender Terms and Conditions, and Specification to which Contracts are invited for the performance of services or supply of equipment.



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**TENDER FOR GRANULAR CRUSHING**

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and location of the work to be done under this contract, and the Contractor understands and accepts the said provisions, plans, specifications and conditions and, for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Township without alteration of the contract price. However, should such increase or decrease exceed 20% then, either party to the contract may request, in writing, that negotiations be carried out to determine if a revised unit price would be appropriate.

If at any time, in the opinion of the Manager of Public Works and Environmental Services, damage is being done or is likely to be done to any highway or any improvement thereon by the Contractor's vehicle or other equipment whether licenced or unlicenced, the Contractor, shall, on the direction of the Manager of Public Works and Environmental Services, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Manager of Public Works and Environmental Services.

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the *Highway Traffic Act*, whether such vehicle is registered in the name of the Contractor or otherwise.

Compaction of granular materials is not required under this contract.

Under this contract payment will be by the cubic yard. The Manager of Public Works and Environmental Services will use the truck box measure method. Materials will be measured in cubic yards (loose) by predetermined truck capacities. The predetermined capacity of each truck will be that computed from its box dimensions. Loadings of each truck shall be kept to not less than the predetermined capacity. Each truck shall bear an identification symbol, followed by the predetermined capacity of the truck.



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**PART C - SPECIFICATIONS**

An approximate volume of 7000 cubic yards of 5/8" gravel is to be crushed from the Township of Asphodel-Norwood's Sand Road Pit and placed using belly dump hopper trucks on various Township roads.

1. Crush and haul 5/8" gravel from the Asphodel-Norwood Sand Road Pit to:

- Sand Road from the 4<sup>th</sup> Line to the 7<sup>th</sup> Line
- Center Line from the 4<sup>th</sup> Line to the 8<sup>th</sup> Line
- 3<sup>rd</sup> Line from #7 to Center Line
- 4<sup>th</sup> Line gravel areas from #7 to Sand Road

8<sup>th</sup> Line from #7 to Center Line

PRICE PER TONNE \$ \_\_\_\_\_

2. Provisional Item:

- Crush and Stockpile 2,000 cubic yards to remain at the Sand Road Pit

PRICE PER TONNE STOCK PILE

\$ \_\_\_\_\_

All crushing is to be completed by **June 17<sup>th</sup>, 2019**



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or at the discretion of the Manager of Public Works and Environmental Services.

**PART D - THE CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BETWEEN:

hereinafter called THE CONTRACTOR  
of the FIRST PART

- and -

**CORPORATION OF THE TOWNSHIP OF ASPHODEL-NORWOOD**

hereinafter called THE TOWNSHIP  
of the SECOND PART

**WHEREAS** The Township did accept the tender of the Contractor for **Tender 2019-04** Gravel Crushing dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, for the crushing and placing of gravel for the Township of Asphodel-Norwood according to the Form of Tender, General Terms and Conditions, Specifications, and Schedules hereinafter referred to.

***NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT:***

1. The Contractor covenants with the Township to do all work and furnish all material called for by this agreement in strict accordance with the Form of Tender, General Conditions, Specifications, Schedules and any other contract documents hereto attached.
2. In consideration of the faithful performance of this Agreement by the Contractor in strict accordance with the said General Conditions and Specifications and with the stipulations herein contained, but subject to certification by the Township, as hereinafter provided, The Township agrees to pay the Contractor for such performance at the rates set forth in the Form of Tender and attached hereto and made a part hereof, such payment to be made in accordance with the General Conditions and other Contract documents attached hereto, but subject always to the provisions respecting certification by the Township as hereinafter provided.



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3. The following documents are made a part of this Agreement:
- 1) The Form which identifies the Contractor's Firm, Address and Signing Person for the Firm
  - 2) Part A - Information to Contractors
  - 3) Schedule 1 – Contractor's Experience
  - 4) Schedule 2 – Schedule of Prices
  - 5) Part B – Terms, Conditions and Definitions
  - 6) Part C - Specifications
  - 7) Part D - The Contract
4. The Contractor shall begin the work on the date specified in Part A, Section "1" of the Information to Contractors and shall continue to carry out the work in an efficient, workmanlike manner as herein specified until the completion date of the Contract as specified in Part A, Section "1" of the Information to Contractors.

***IN WITNESS WHEREOF*** the Parties have hereunto affixed their Corporate Seals, attested to by the hands of their proper officers fully authorized in that behalf.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE TOWNSHIP OF ASPHODEL-NORWOOD**

\_\_\_\_\_  
Mayor Rodger D. Bonneau

\_\_\_\_\_  
Candice White, CAO/Clerk/Treasurer

\_\_\_\_\_  
CONTRACTOR