



**The Township of Tudor and Cashel
Bid Document**

Request for Tender

Roadside Safety Devices

Tender #: 2024-004

Tender Closing

Date: Thursday, June 20th, 2024

Time: 11:00am local time

**Location: Township of Tudor and Cashel
371 Weslemkoon Lake Road
Gilmour, Ontario K0L 1W0**

Attn: Office of the Clerk Treasurer

Late Bids Will Not Be Accepted.

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Only documents found on the Municipality's website are to be considered "official". The Township of Tudor and Cashel accepts no responsibility for the accuracy of information found on other websites. The onus is on the bidder to check this site to verify they have received all relevant bid information. Addendums will be posted to the Municipalities website, directly beneath the original posting. It is recommended potential bidders check the site regularly for updates. No addendums will be issued with less than 7 days remaining until the bid opening. If an addendum is necessary during the last week, the bidding date may be reset accordingly.

Part “A” Information to Bidders

1. Intended Use and Schedule of Work

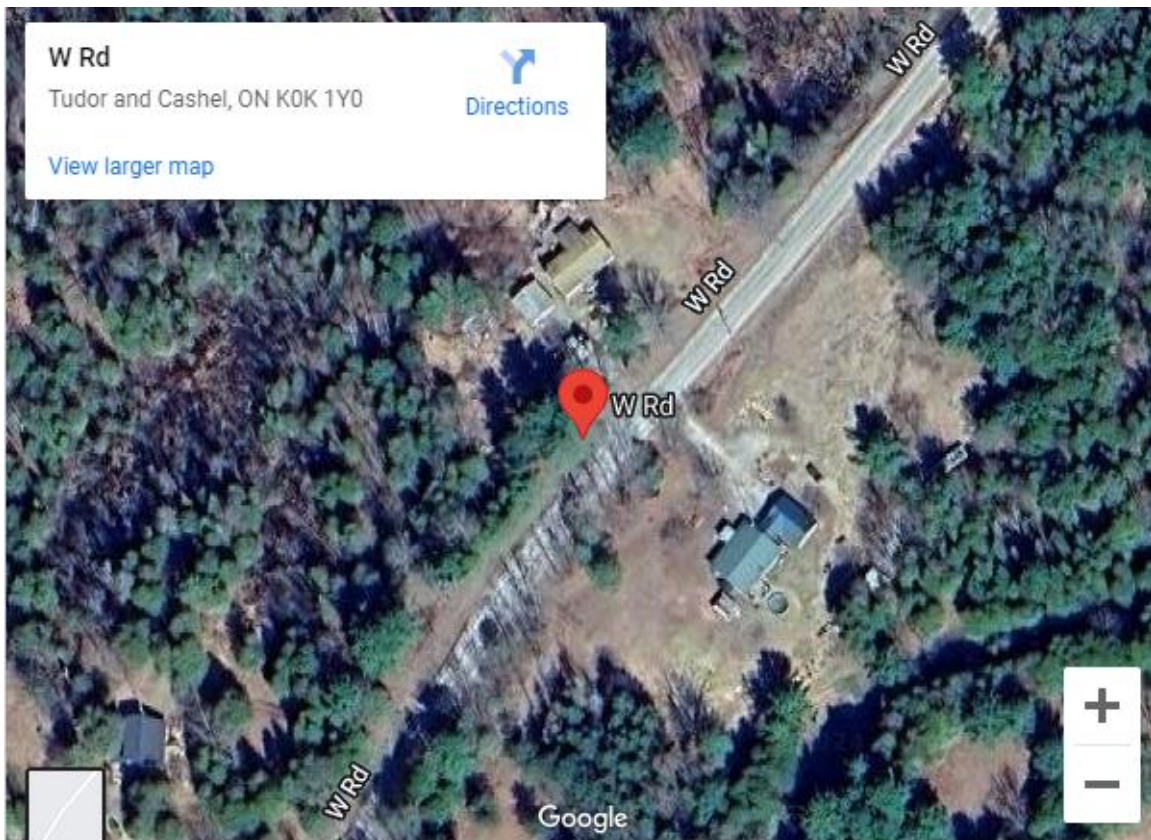
The Township of Tudor and Cashel is requesting tender submissions for:

- The installation of roadside safety devices at the locations specified on the Form of Tender, all in accordance with the Ontario Provincial Standards and Specifications
- Installation of wooden posts, cables and anchors
- Removal and disposal of sections of existing posts, cables and anchors, as required and as directed by the Roads Supervisor.

All work must be completed no later than Saturday, August 31st, 2024.

2. Location

All are within the geographic boundaries of the Township of Tudor and Cashel.



3. Applicable Document Fees

Not required.

4. Tender Award

Tender award will be made based upon the lowest compliant bidder for the base tender bid. Once the lowest compliant bidder has been identified the Township reserves the right to include any or all of the provisional items at any time during the award or construction process.

The Township of Tudor and Cashel reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids and reserves the right to call for partial supply of any of the works at any time.

5. Other Public Agencies

Prior to submitting this Tender, it is of significant importance that all potential respondents be advised of the following:

It must be clearly understood that by submitting a Tender in accordance with this document, the respective respondent is agreeing that other interested public agencies may review their Tender document and further, if a successful respondent is selected by the Township and other public agencies deem it is in their best interest to join the Township contract under the same terms and conditions, then one or more parties may join the Township contract, if mutually agreed upon between the interested public agency and the successful bidder.

With the above agreement comes the realization that if other public agencies do join the Township contract on a consortium basis, then the total dollar volume resulting from any potential contract could prove to be significantly higher than suggested in this document and respondents are requested to consider this information while preparing their responses and bring to their Tender the best possible economic benefits and returns for the Township.

6. Inquiry

Any questions regarding this tender should be directed to:

Glenn Hagerman
Roads Supervisor
Township of Tudor and Cashel
(613) 922-0247
E-mail: roads@tudorandcashel.com

Cut off for questions: **June 18th, 2024 11:00 a.m**

7. Amendments to "Standard Terms and Conditions"

Where Amendments to the Township's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

Part “B” Standard Terms and Conditions

1. Definitions

Bid	The document issued by the Township in response to which Quotations/Tenders/Proposals are invited for the performance of the work or supply of equipment.
Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Township has awarded the contract.
Contract	The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Township	The Township of Tudor and Cashel, its successors and assigns.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Notice of Award	Notice provided to the successful bidder of contract award.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Bid Closing Time

One copy of the bid document, or as otherwise requested herein, properly signed and sealed and clearly marked as to its contents, shall arrive at the office of the Clerk Treasurer, Township of Tudor and Cashel, 371 Weslemkoon Lake Rd, Gilmour, Ontario, K0L 1W0 no later than the specified time and closing date indicated on the cover page of the document. Late bids shall not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened.

The Township of Tudor and Cashel time mechanism will be considered the official time when determining exact time of submission.

3. Document Fees

When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part "A" Information to Bidders, which forms part of this bid document.

4. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the Township. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of "Part "D" Bid Form" and all other sections and requirements as requested within the bid document. See "Part "D" Bid Form" for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- d) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- e) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.
- f) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and Bid number on the outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.

Faxed Bid Submissions are not acceptable

- g) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
 - i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Township of Tudor and Cashel, Office of the Clerk Treasurer prior to the closing date and time; and/or
 - ii. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 - iii. Bid submission is delivered later than the closing date and time.

- h) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Township may be rejected. The Township will be the sole judge in this matter.

5. Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and have carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township as set forth or specifically referred to therein.

The Bidder declares that his submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

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

6. Clarification of Bid Documents

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. During the period prior to submission of Quotations/Tenders/ Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/Proposal was prepared.

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Part "B"**

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The Township will issue all written addendum to the bid documents to each bidder or prospective Bidder via e-mail, Fax or electronic posting.

Bidders are required to confirm receipt of each addendum. Although the Township will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

7. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part "A" Information to Bidders, which form part of this bid document.

8. Performance Surety Requirements

Performance surety binding the Company faithfully to fulfill the obligations of his/her bid as accepted, may be required by the Township within ten (10) working days from the date of request.

See Part "A" Information to Bidders, which form part of this bid document.

9. Insurance and Workplace Safety Insurance Board

The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice. Coverage shall be at least \$2,000,000.00 per incident, with the Township of Tudor and Cashel, named as insured. Additional coverage may be required.

See Part "A" Information to Bidders, which form part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Failure to provide such proof shall result in cancellation of the Contract.

10. Proof of Ability

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.

11. Document and Site Review

Bidders may be required to attend a mandatory document and site visit with the Owner.

See Part "A" Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part "C" Specifications, which form part of this bid document.

12. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part "C" Specifications, in the Quotation/Tender/Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

13. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms,

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Part "B"**

Standard Terms and Conditions

stated clearly in the bid submission will be considered in the evaluation of bids. 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.

14. Terms of Payment - For Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Roads Supervisor or designate the Performance Sureties will be returned to the Company.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Roads Supervisor or designate.

15. Delivery

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Gilmour, Ontario unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

16. Patents and Copyrights

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

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Township the

right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

17. Assignment

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

18. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that he/she has read and understood the Occupational Health and Safety Act together with the Township's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Township's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Township's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures whether by the Company or any of its sub-contractors may result in the Company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Township.

The Company shall allow access to the work site on demand to representatives of the Township to inspect work sites to ensure compliance with the Contract and the Township's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Township reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

19. Laws, Regulations, Permits, Fees and Licences

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 compliance by its suppliers and subcontractors.

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

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Township and any other governing body.

20. Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services he/she proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Township. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

21. Quantities

Where quantities are shown 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.

22. Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Township's Purchasing Policies.

23. Contract Award

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omissions. The Township also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Township be unable to reach an agreement with the lowest compliant bidder, the Township reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call. 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 lowest or any bid may not necessarily be accepted as the Township of Tudor and Cashel reserves the right to reject any or all bids. Bids shall be irrevocable

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Part "B"**

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for 90 days after the official closing time and the Township may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the Township.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The bidder to whom the contract is awarded will be issued a purchase order, or a blanket purchase order may be required to execute a contract in triplicate within ten (10) working days from the date of notice of award by the Township.

Notwithstanding and without restricting the generality of the statements above, the Township of Tudor and Cashel shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date

- a) When only one Bid has been received as the result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all Bids received fail to comply with the specifications of the tenders terms and conditions;
- d) When a change in the scope of work or specifications is required

24. 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.

- a) 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 creditors; then, in any such case, the Township may, without notice; terminate the contract.
- b) 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

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disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work 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 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.

- c) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
- d) If the Township terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the Company until its liability to the Township is ascertained;
 - iii. 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).

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

25. Availability of Labour and Escalation

The bidder shall fully inform himself regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid.

26. Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Township. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

27. Disclosure

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the Township for the results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

28. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Township of Tudor and Cashel and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Township of that fact.

The Company may declare confidentiality of their bid; however, the Township is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Township of Tudor and Cashel, please contact the Clerk Treasurer, Township of Tudor and Cashel, 371 Weslemkoon Lake Road, Gilmour, Ontario K0L 1W0 (613-474-2583).

29. Complaints

Any complaint on the process and procedures as outlined in the Township's Purchasing Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the Township of Tudor and Cashel shall be in writing and shall be submitted to the Clerk Treasurer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

30. Accessibility

The Township of Tudor and Cashel is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor’s responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

31. Video Surveillance

While on Township of Tudor and Cashel property visitors, guests, and service providers may be recorded by video surveillance equipment installed throughout the premise. The Personal Information recorded by such equipment is the property of the Township of Tudor and Cashel and will be collected, stored, and destroyed in accordance with all appropriate provincial and federal laws.

Part “C” Specifications

Special Provisions General

1. Specifications

The Ontario Provincial Standard Specifications (OPSS) form part of the Contract Document but are not reproduced herein. The Contractor is responsible for obtaining and having on site a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions for Tender Items will take precedence over the OPSS where a conflict arises between the two specifications. Applicable OPSS and the related Special Provision (SP) are identified for each Tender Item in the “OPSD” column of Part “D” Schedule of Items & Prices documents. The particular revision in effect at the time the contract is advertised shall apply.

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Part “C”**

Specifications

It shall be the Contractor’s responsibility to obtain the latest edition of the Ontario Provincial Standard Specifications and Drawings. Only the municipal and provincial common standards in OPS Volumes 1 to 4 and municipal-oriented specifications in OPS Volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents. The Ontario Provincial Standards in effect immediately prior to the call for Tenders for this Contract shall apply for the duration of the Contract.

All systems will be in accordance with the most recent OPS drawings. Estimated quantities are provided for reference only and are to be confirmed by the Contractor. Locations in accordance with the attached plans provided under this tender. At each location where required, cost of the item shall be deemed to include the removal of existing post systems.

2. Site Preparation

It shall be the Contractor’s responsibility to conduct site preparation under any item of this contract through the construction zone and on all roads. There will be no additional claim for payment for site preparation as required and may include but not necessarily limited to:

- Bonds, administration and supervisory costs.
- Mobilization and demobilization of equipment, material and Contractor’s forces.
- Maintaining and updating project schedule.
- Site preparation for work.
- Costs of all necessary approvals and permits as applicable.
- All costs associated with locates, protection or temporary relocation and reinstallation of utilities, as applicable and not specified in other areas of the contract.
- Layout of work.
- Cost of supplying and maintenance of adequate sanitary facilities.
- Maintaining and reinstatement of existing road signs, mailboxes, etc.
- Maintaining the site in a clean and orderly manner.
- Cost of advertising of Substantial Completion in the Daily Commercial News.
- All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- All costs associated with environmental protection measures except as specifically mentioned for other Items of work.
- Protection of private properties.

3. OPS General Conditions

Wherever in this Contract reference is made to the General Conditions it shall be interpreted as meaning the OPS General Conditions of contract (OPSS MUNI 100), November 2006.

4. Definitions

Wherever the word “Corporation”, “Owner”, “Authority”, “Inspector” or “Contract Administrator” appears in this Contract, it shall be interpreted as meaning the Township of Tudor and Cashel.

Wherever the word “Ministry” or “M.T.O.” appears, it shall be deemed to mean the Ministry of Transportation, Ontario.

Wherever the word “Supervisor” appears in the Contract, it shall be deemed to mean the, Roads Supervisor, Township of Tudor and Cashel or his designate.

5. Warranty

For the purposes of Part “C” Specifications of the Contract Documents, the **warranty period shall be 24 months** from the date of Total Performance of the Work or such longer periods as may be specified for certain Products or Work.

6. Schedule

The work is to be completed by **Saturday, August 31st, 2024**. The Contractor shall provide a Work Schedule at the Pre-construction meeting.

7. Protection of Public and Traffic General

All traffic control procedures and devices shall conform to the requirements of the following references:

- i) The Ministry of Transportation, Ontario “Ontario Traffic Manual Book 7” most recent edition.

The Contractor shall be responsible for preparing a Traffic Protection Plan, to comply with the Ministry of Transportation Temporary Conditions Manual – Book 7. The Contractor shall submit copies of traffic control plans to the Township. One lane of traffic must be maintained at all times during the working day with the roadway opened to two lanes of traffic at night. The length of the work zone shall be subject to adjustment to suit traffic conditions, at the discretion of the Township contract administrator. The use of a pilot vehicle to direct traffic through the job site, if required, shall be at the approval of the Township. There will be no additional claim for payment for additional resources as required.

8. Spills Reporting and Containment

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 like to cause adverse effects shall forthwith be reported to the Spills Action Centre at 1-800-268-6060 and to the Roads Supervisor. Such spills or discharges and their adverse effects shall be a defined in the Environmental Protection Act R.S.O. 1990.

All spills or discharges or 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 for 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 forthwith be reported to the Roads Supervisor.

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

In the case of a spill, the Contractor shall use every effort required to contain the spill as may be required to mitigate adverse effects on the environment. Upon satisfactory containment of the spill and upon direction from the Spills Action Centre and the Roads Supervisor, the Contractor shall complete any clean-up of the spill as may be directed.

There will be no additional claim for payment for costs associated with spill containment and clean-up, as may be required.

9. Supply of Materials

All materials necessary for the proper completion of the work shall be supplied by the Contractor, except as specifically noted. The payment provided in the contract shall be deemed to include full compensation for the supply of all such materials.

10. Layout

OPSS General Condition GC7.02 shall be followed. The Contractor shall at his/her own expense set all stakes necessary to properly define the location, alignment, elevation, and grade of the work to facilitate proposed construction to the satisfaction of the Township.

11. Liquidated Damages

Time shall be the essence of this Contract.

Work on this Contract may commence within ten (10) calendar days after the official signing of the contract agreement. The Contractor shall diligently complete their work on this Contract to completion on or before **the date identified in Part C, Section 7 - Schedule.**

If the time above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that, subject to local By-laws affecting hours of work, additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these Provisions will be considered to be included in the prices bid for the various items of work and no additional claim for compensation will be allowed therefore.

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the dates included; a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$500.00 (Five Hundred Dollars)** as liquidated damages for each and every calendar days' delay in finishing the work in excess of the required completion date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed completion date.

The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

An application by the Contractor for extension of time shall be made to the Roads Supervisor in writing **at least fifteen days prior to the date of completion** fixed by the contract.

All bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted, in writing, to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this contract, and all such rights shall continue in full force and effect after the time limited in this contract for the completion of the work and whenever in this contract power and authority is given to the Owner or the Director or any person to take any action consequent upon the act, default, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this contract for the completion of the work but also in the event of the same happening after the time so limited in the cause of the Contractor being permitted to proceed with the execution of other work under an extension of time granted by the Township.

12. Contractor's Responsibility

The Contractor's attention is drawn to Section GC7 of OPSS General Conditions of Contract "Contractor's Responsibility". Should the Contractor cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Road Supervisor in writing of the names and positions of the person or persons representing the contractor.

13. Co-Ordination Meetings

The Contractor shall attend such meetings as may be required by the Supervisor of Roads to co-ordinate services affected by the Contract.

14. Discrepancies and Conflicts

Discrepancies and conflicts shall be brought to the attention of the Supervisor of Roads prior to commencement of work on that portion of work. No additional payment will be made for correction of errors made in this regard.

15. Utilities

Sections GC2.01 and GC7.12.02 of the General Conditions are deleted in their entirety and are replaced by the following:
The Contractor shall be responsible for the protection of all utilities at the job site during the time of construction.

The Authority 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. The location and depth of underground utilities shown on the

Contract drawings are based on the investigations made by the Authority. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The Contractor is responsible for verification of the location and type of other utilities within the contract limits and which may be encountered during construction.

16. Sign and Mailbox Maintenance

The Contractor shall be responsible for the maintenance of all signs and all mailboxes during the construction period and for the re-installation of the same at the completion of the contract according to the applicable OTM Book for signs and current Canada Post regulations governing mailboxes.

17. Disposal of Surplus or Unsuitable Material

OPSS 180 applies except as amended below:

Materials which are either unsuitable or surplus to the requirements of the Contract, and which are to be disposed of, shall be disposed of outside the right-of-way in waste disposal areas arranged for by the Contractor. Disposal shall be such as not to be unsightly or potentially unsightly when viewed from the highway, and shall be carried out in an environmentally acceptable manner and shall avoid any environmentally sensitive areas identified in the contract.

For disposal sites off the contract, written permission for the owner of the property upon which there is to be disposal, shall be obtained and filed with the Roads Supervisor prior to any disposal and shall save the Authority harmless from all claims that may arise from such disposal. Should the property be Crown Land, such permission shall be obtained from the Ministry of Natural Resources.

The Contractor shall make contact with the local Municipality to ensure conformity with any applicable fill By-law prior to disposal of any surplus materials.

18. Submitting Payment Certificates

Payment certificates submitted by the Contractor shall show the holdback, taxes and totals for the work completed for each road.

Part "D" Bid Form

The Township of Tudor and Cashel

**Township Office
371 Weslemkoon Lake Road
Gilmour, Ontario
K0L 1W0**

Tender No. 2024-004

Roadside Safety Devices

Documents to Be Enclosed With This Bid Form.

- Part D Bid Document Signed & Sealed**
- Performance Surety Commitment Requirements**
- Certificate of Insurance (upon award)**
- WSIB Clearance (upon award)**

Bidders Information Form

**Bidders must complete this form and include with the Bid Submission
Please ensure all information is legible.**

1. Company Name	
2. Respondent's Main Contact Individual	
3. Address (incl. Postal Code)	
4. Office Phone #	
5. Toll Free #	
6. Fax #	
7. e-mail address	
8. HST Account #	

Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda received.

Respondent	Signature	Date
To The Township of Tudor and Cashel, Hereafter called the "Owner":		

Declaration of Accessibility Compliance

Company Name:	
Print Name:	
Title:	Dated:

I/ we acknowledge that as a Contractor/Consultant of the Township of Tudor and Cashel we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

Experience and References

If insufficient space is provided in this table please provide required information in the same format on a separate attachment appended to this document.

	Description of Experience	Client, Contact Person, Phone Number, E-Mail	Date, Length and Value of Contract
1			
2			
3			
4			

**Request for Roadside Safety Devices
Part "D"**

Bid Form

Schedule of Items and Prices
(All unit prices are not to include H.S.T.)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts "A", "B", "C" and "D" of the Tender for the following prices:

The Township reserves the right to cancel any or all items.

Item No.	Road	Description	Spec. No.	Unit	Cost
1)	Township of Tudor and Cashel West Road	Removal of existing damaged Post, Cables and Anchors			\$ _____
2)	Township of Tudor and Cashel West Road	Installation of Post, Cables and Anchors			\$ _____

Tender Summary

Sub-Total Tender (excluding H.S.T.) \$ _____

HST \$ _____

Total Tendered Amount (Basis of award) \$ _____

H.S.T. Registration # _____

**Request for Roadside Safety Devices
Part "D"**

Bid Form

Tender Award:

Tender award will be made based upon the lowest compliant bidder for the base tender bid. Once the lowest compliant bidder has been identified the Township reserves the right to include any or all of the provisional items at any time during the award or construction process.

The Township of Tudor and Cashel reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids and reserves the right to call for partial supply of any of the works at any time.

To The Township of Tudor and Cashel, Hereafter called the "Township":

I/We _____ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true accurate and complete.
2. That I/We have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/We do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that the Township may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Township is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/We agree to furnish all documentation, security and certifications as required by the Bid Document and to execute the attached formal contract (Appendix A) in triplicate, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the

**Request for Roadside Safety Devices
Part "D"**

Bid Form

Township is fully conditional upon the receipt of said documentation, security and certifications by the Township within Ten (10) Working Days. If I/We fail to do so, the Township may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best

- 7. That I/We agree to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this bid.

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ of _____
(Town/City)

This _____ Day Of _____ 2024.

The Township of Tudor and Cashel

Contract No. 2024-004

**Appendix A
Articles of Agreement**

The Township of Tudor and Cashel

Contract No. 2024-004

Articles of Agreement

This Agreement made the _____ day of _____, 2024.

Between

The Township of Tudor and Cashel
hereinafter called the "Municipality"

and

Company Name

hereinafter called the "Contractor"

In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Work

The Contractor shall:

- (a) Perform the Work required by the Contract Documents for Contract No. 2024-004 for Road Side Safety Devices on various roads with the Township of Tudor and Cashel; and
- (b) Do and fulfill everything indicated by the Contract Documents; and
- (c) Complete the Work **no later than August 31st, 2024**, subject with the provisions of the Contract Documents.

2. Contract Documents

The following is an exact list of the Contract Documents referred to in "# 1. The Work" of this Agreement.

1. This Agreement;
2. Tender issued by the Township of Tudor and Cashel: **2024-004**
3. Supplementary Appendices
4. Addenda No._ Through_
5. Drawing Nos. ;
6. Tender offer of the Contractor
7. Ontario Provincial Standards (**as stated in tender**);
8. OPSS Traffic Standards ;

3. Contract Price

The Contract Price is _____ (\$ _____) in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the provisions of the Contract Documents. *(The correct amount is copied from the Bid Form at the time of final contract preparation)*

4. Time Schedule

The Contractor shall perform the Services with the utmost dispatch and, subject to delays beyond its control, shall complete the Services in accordance with the Tender.

5. Payment

- A) Provided that the Contractor is not in default under the Contract Documents, the Township shall pay the Contractor in Canadian funds for the performance of the Contract, based upon the progress estimate by the Roads Supervisor.
- B) Subject to applicable legislation and the provisions of the Contract Documents and in accordance with legislation and statutory regulations respecting holdback percentages, the Township shall:
 - i.) Make monthly payments to the Contractor on account of the Work performed based upon the progress estimates by the Roads Supervisor;
 - ii.) Pay to the Contractor the unpaid balance of all holdback monies when permitted by law to do so; and
 - iii.) Upon Completion of the Contract, pay to the Contractor the unpaid balance of monies then due.
- C) A one year warranty period will be in effect upon substantial completion of the works. Two and a half percent (2.5 %) of the 10% lien holdback

will be retained by the Owner as warranty surety for the duration of the warranty period.

- D) In the case of a contractor who is a non-resident of Canada, the applicable provisions of the Income Tax Act (Canada) shall apply.

6. Rights and Remedies

- A) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- B) No action or failure to act by the Township or the Contractor shall constitute a waiver of any right or duty afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. Implied Contract

No implied contract of any kind whatsoever by or on behalf of the Township shall arise or be implied from anything in this contract contained, nor from any position or situation of the parties at any time, if being clearly understood that the express covenants and agreements herein contained made by the Township shall be the only covenants and agreements upon which any right against the Township may be founded.

8. Warranty Period

For the purposes of Part “B” Standard Terms of Conditions of the Contract Documents, the warranty period shall be **24 months** from the date of Total Performance of the Work or such longer periods as may be specified for certain Products or work.

9. Liquidated Damages

For the purposes of Part “C” General Special Provisions of the Contract Documents, the amount per day for liquidated damages is **\$1,500.00 (One Thousand Five Hundred)**.

10. Receipt of and Addresses for Notices

Any notices, requests, demands or other communications (a "notice") required or permitted to be given hereunder shall be in writing and delivered by hand or telecopy as follows:

The Corporation of the Township of Tudor and Cashel, 371 Weslemkoon Lake Road, Gilmour, On K0L 1W0 Facsimile No. (613) 474-0664

The Contractor at

or at such other address as may from time to time be designated by notice given in the manner herein provided. Such notice shall be deemed to have been given when delivered, provided that if notice is delivered by telecopier or by hand on a day other than a Working Day or after 3:00 p.m. on a Working Day, then the same shall be deemed to have been given on the next Working Day.

11. Law of the Contract

The law of the Province of Ontario shall govern the interpretation of the Contract Documents referred to in #2 of this Agreement.

12. Language of the Contract

This Agreement is drawn in English at the request of all parties hereto; ce marché est rédigé en anglais à la demande de toutes les parties.

13. Succession

The General Conditions of the Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

14. Severability

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent:

- A) The remainder of this Agreement or the application of such provision to any other person or circumstance shall not be affected thereby; and
- B) The parties shall negotiate in good faith to amend this Agreement to implement the provisions set forth.

15. Termination

If the Contractor fails in the Township's reasonable opinion to give satisfactory service to the Townships in accordance with the terms of this Agreement and the Tender forms and specifications attached to this Agreement, or if for any other reason the Contractor's services are no longer required, then the Township may terminate this Agreement on giving 60 days notice in writing to the Contractor

16. Termination for Non-Compliance

In the event that it should come to the attention of the Township that:

- The Contractor has failed to comply with any terms of this Agreement; or
- The Contractor has failed to comply with any terms of any applicable license, law, regulation; or
- The Contractor or any employee of the Contractor has conducted themselves in an inappropriate or unbecoming manner;

then the Township may notify the contractor in writing of the Township's concern, and if the matter is not corrected to the satisfaction of the Township within five (5) days of such notice, then the Township may unilaterally terminate this Agreement and the Contractor shall have no recourse against the Township by reason of such termination save and except for the collection of any outstanding payment obligations due to the date of termination only.

17. Arbitration and Mediation

Despite anything contained in this Agreement to the contrary, in the event that a dispute or difference arises with respect to this Agreement that cannot be resolved by negotiation between the parties and the parties agree that they do not wish to terminate this Agreement, then in such event the parties agree to use the services of an experienced, qualified mediator to attempt to resolve their dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediations" of the Arbitration and Mediation Institute of Ontario.

18. Indemnity

The Contractor shall be responsible for and shall give adequate attention to the faithful prosecution and completion of all matters pursuant to this Agreement. In addition to the protection provided, the Contractor shall promptly indemnify and save harmless the Township from all suits and actions for damages and costs to which the Township might be put by reason of injury to or death of persons and damage to property resulting from negligence, breach, fault, act, omission, default, carelessness or any other cause in the performance of this work. The indemnity obtained in this Agreement shall not be prejudiced by, and shall survive, the termination of this Agreement.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officer's thereunto duly authorized.

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

Company Name

Witness as to Signature
Or Seal Affixed Contractor

Per: _____
(signature) (print name – title)

I/we have the authority to bind the Township or Business

Per: _____
(signature) (print name – title)

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

The Township of Tudor and Cashel

Roads Supervisor, Glenn Hagerman

Clerk Treasurer, Nancy Carrol
