



REQUEST FOR TENDER

RFT No. PW-2025-01

**FOR THE SUPPLY OF
GRANULAR MATERIAL**

CLOSING ON:

Tuesday April 1, 2025, at 10:00 am

SUBMISSION:

ELECTRONIC TENDER SUBMISSION VIA EMAIL AT:

rmetcalfe@ektwp.ca

LATE SUBMISSIONS WILL NOT BE ACCEPTED

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Contractors	3
1.2 Tender Registration, Submission and Award Procedures.....	3
1.3 Township Purchasing Policy	6
1.4 Type of Contract for Deliverables.....	6
PART 2 – EVALUATION AND AWARD	7
2.1 Stages of Evaluation	7
2.2 Stage I – Mandatory Submission Requirements	7
2.3 Stage II – Mandatory Technical Requirements	7
2.4 Stage III – Pricing.....	7
2.5 Selection of Lowest Compliant Contractor	7
2.6 Notice to Contractor and Execution of Agreement.....	7
2.7 Failure to Enter into Agreement	8
PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS.....	9
3.1 General Information and Instructions	9
3.2 Communication after Issuance of RFT.....	9
3.3 Information, Notification and Debriefing	9
3.4 Conflict of Interest and Prohibited Conduct.....	10
3.5 Confidential Information	11
3.6 Reserved Rights and Limitation of Liability	12
3.7 Governing Law and Interpretation.....	13
3.8 Licenses / permits and conformance	13
3.9 Subcontractors	14
4.0 Insurance and WSIB	14
APPENDIX A – FORM OF AGREEMENT	17
APPENDIX B – SUBMISSION FORMS	37
APPENDIX C – RFT ITEM SPECIFIC PROVISIONS.....	411
A. THE DELIVERABLES.....	466
B. PRE-CONDITION OF AWARD	466

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Contractors

This Request for Tender (the “RFT”) is an invitation by the Corporation of the Township of Elizabethtown-Kitley (“the Township”) to prospective Contractors to submit Tenders for **RFT No. PW-2025-01 – Supply of Granular Material**, as further described in Section A of Appendix C – RFT PARTICULARS (the “Deliverables”).

For the purpose of the RFT, the Township is seeking qualified and experienced Contractors for the provision of the delivery and supply of granular materials for road work within the Township of Elizabethtown-Kitley as outlined in the Schedules of Appendix C – RFT PARTICULARS (the “Deliverables”).

1.2 Tender Registration and Submission

The Township of Elizabethtown-Kitley will only consider submissions received from Contractors who have registered with the Township and have obtained the Tender document directly from the Township.

All Contractors must be registered as a Plan Taker for the Tender opportunity, which will enable the Contractors to receive the Tender document(s), receive addenda email notifications, receive addenda, and submit their Tender electronically via email.

Any Tender Offer sent by hardcopy, or fax will not be considered. Only Tenders received via email at rmetcalfe@ektwp.ca will be considered.

The Submission Deadline will be determined by the Townhall clock. The timing of the submission is based on when the submission is received by the Township representative at Townhall regardless of when the Contractors began the submission process. Onus and responsibility rest solely with the Contractor to ensure the submission is received by the Township representative no later than the Submission Deadline.

The Township of Elizabethtown-Kitley reserves the right to abandon, change or include all or any part of the Work identified in this document. Due to budget changes or restrictions, the Township, or their representative, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. In the case of a reduction or alteration of the work, no compensation shall be made for profit or administrative fees to the successful Contractor.

Contractors are advised that transmission of the submission can be delayed due to file transfer size, transmission speed and other issues. Contractors are strongly encouraged to allow sufficient time to upload their submission and attachments, if applicable, and to resolve any issues that may arise. Contractors making submissions near the Submission Deadline do so at their own risk.

The Township representative will send a confirmation email to the Contractor advising that their submission was successfully received.

Timetable

Issue Date of Tender	Wednesday, March 19, 2025
Deadline for Questions	Tuesday, March 25, 2025 at 2:00 pm
Submission Deadline	Tuesday April 1, 2025 at 10:00 am
Anticipated Tender Award	Friday, April 11, 2025
Irrevocability Period	90 Days

Inquiries

Only inquiries received in writing via the email address provided below will be responded to. Submitted questions will be addressed as Addendums and emailed to the registered Contractors.

It is the sole responsibility of the Contractor to acknowledge the addenda electronically in order for their submission to remain valid.

Royal Metcalfe: metcalfe@ektwp.ca

Clarification of Documents

Any clarification of the Township of Elizabethtown-Kitley's documents required by the Contractor prior to submission shall be requested in writing by email only at the address provided in the document. Any such clarifications so given shall not in any way alter these documents and the Contractor and Township agree that in no case shall oral arrangements be considered.

Alteration of Tenders

A Tender may be altered by submitting another Tender at any time up to the specified time and date for Tender closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by the Contractor for this Tender.

Withdrawal of Tenders

The Contractor may withdraw the Tender at any time up to the specified time and date of the Tender closing. Withdrawals must be executed via email to the Township representative; faxes or telephone calls are not accepted.

Acceptance or Rejection of Tenders

The Township of Elizabethtown-Kitley reserves the right to reject any or all Tenders, for any reason whatsoever and to accept only Tenders considered best for its interest and to waive formalities as the interests of the Township of Elizabethtown-Kitley may require without stating reasons; therefore, the lowest or any Tender may not necessarily be accepted.

The Township of Elizabethtown-Kitley shall not be liable for any 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 Elizabethtown-Kitley of any Tender, or by reason of any delay in the acceptance of a Tender, unless as specifically provided in the Tender Documents.

The Tender shall be irrevocable for a period of ninety days following the date of the Tender Closing.

The acceptance of any Submission is subject to approved funding. The delivery of an electronic notice of award to the Consultant address given in the Submission, shall constitute notice of acceptance of the Tender.

This Tender may be awarded in part, in whole or not at all.

Tenders With Discrepancies

Wherever the amount of the Tender for an item does not agree with the extension of the quantity and the unit price, the unit price shall govern, and the amount and the Total Tender Price shall be corrected accordingly.

Mathematical discrepancies shall be corrected by the Township of Elizabethtown-Kitley by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct, and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

Unacceptable Tenders

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

Tender Results

The names of the Contractors and total Tender prices will be made available as 'unofficial results' upon the Tender closing date and time.

Contract Award Procedures

The Township of Elizabethtown-Kitley shall notify the Successful Contractor that the Tender has been accepted within 90 Days of the Tender closing. Notice of acceptance of Tender may be by telephone or email, or a combination of both.

This Tender has been prepared with the intention of proceeding with the acceptance of the lowest submitted Tender, meeting all specifications. However, due to financial constraints and other

unforeseen factors, the Township of Elizabethtown-Kitley may be unable to award this Tender. The Contractors agree to save harmless, the Township from any or all claims for monetary or any other types of compensation if this Tender cannot be awarded.

Failure to comply with all terms, specifications, requirements, conditions, and general provisions of this Tender, to the satisfaction of the Township, shall be just cause for the cancellation of the Contract award. The Township shall then have the right to award this contract to any other Contractor or to re-issue the Tender. The Township of Elizabethtown-Kitley will hold the Successful Contractor liable for any damages whatsoever as a result of failure to comply.

1.3 Township Purchasing Policy

The Township's procurement operations are governed by the Township's *Purchasing Policy By-Law No. 21-32*.

The Township undertakes, as needed, the evaluation of the performance of Contractors during the term of contracts awarded by the Township to establish a record of past performance and determine eligibility to participate in the Township's procurement processes.

It is the Contractor's responsibility to become familiar with the Township's policies, which may be amended, restated, supplemented, or replaced from time to time. The policies are available on the Township's website.

1.4 Type of Contract for Deliverables

The selected Contractor will be required to enter into an Agreement with the Township for the provision of the Deliverables in the form attached as Appendix A to the RFT (the "Agreement"). It is the intention of the Township to enter into the Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of 90 working days, with a total completion date (all works) by May 26, 2025.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Township will conduct the evaluation of Tenders in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Tenders comply with all of the mandatory submission requirements. Tenders that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Township, be disqualified and not evaluated further. The mandatory submission requirements are listed in Appendix C – RFT PARTICULARS.

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFT, a Contractor may not make any changes to any of the forms. Any Tender containing any such changes, whether on the face of the form or elsewhere in the Tender, may be disqualified.

2.3 Stage II – Pricing

Stage II will consist of an assessment of the submitted pricing of each compliant Tender as set out in Submission Forms (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.4 Selection of Lowest Compliant Contractor

Subject to reserved rights of the Township, the compliant Contractor with past references, similar projects and acceptable past performance, the lowest pricing may be selected to enter into the Agreement in accordance with the following section.

2.5 Notice to Contractor and Execution of Agreement

Notice of selection by the Township to the selected Contractor shall be in writing. The selected Contractor shall execute the Agreement in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT, including the pre-conditions of award listed in Appendix C – RFT PARTICULARS, within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Township and may be waived by the Township.

2.6 Failure to Enter into Agreement

If a selected Contractor fails to execute the Agreement or satisfy any applicable conditions within the time period stipulated above in section 2.5, the Township may, without incurring any liability, proceed with the selection of another Contractor and pursue all other remedies available to the Township.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Tender

All of the provisions of this RFT are deemed to be accepted by each Contractor and incorporated into each Contractor's Tender. A Contractor who submits conditions, options, variations, or contingent statements to the terms as set out in this RFT, including the terms of the Agreement in Appendix A, either as part of its Tender or after receiving notice of selection, may be disqualified. If a Contractor is not disqualified despite such changes or qualifications, the provisions of this RFT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the Tender.

3.1.2 Contractors to Follow Instructions

Contractors should structure their Tenders in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a Tender should reference the applicable section numbers of this RFT.

3.1.3 Tenders in English

All Tenders are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the Contractor's Tender should be submitted in a fixed form, and the content of websites or other external documents referred to in the Contractor's Tender but not attached will not be considered to form part of its Tender.

3.1.5 Past Performance

In the evaluation process, the Township may consider the Contractor's past performance or conduct on previous contracts with the Township or other institutions.

3.1.6 Information in RFT Only an Estimate

The Township and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to Contractors the general scale and scope of the Deliverables. It is the Contractor's responsibility to obtain all the information necessary to prepare a Tender in response to this RFT.

3.1.7 Contractors to Bear Their Own Costs

The Contractor will bear all costs associated with or incurred in the preparation and presentation of its Tender, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8 Tender to be Retained by the Township

The Township will not return the Tender, or any accompanying documentation submitted by a Contractor.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Township makes no guarantee of the value or volume of work to be assigned to the successful Contractor. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Township may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFT

3.2.1 Contractors to Review RFT

Contractors shall promptly examine all of the documents comprising this RFT, and shall report any errors, omissions, or ambiguities through the Tender System prior the Deadline for Questions. The Township shall not be responsible for any information provided by or obtained from any source other than by addenda issued by the Procurement Representative through the Tender System. The Township is under no obligation to provide additional information. It is the responsibility of the Contractor to seek clarification on any matter it considers to be unclear. The Township shall not be responsible for any misunderstanding on the part of the Contractor concerning this RFT or its process.

3.2.2 All New Information to Contractors by Way of Addenda

This RFT may be amended only by addendum. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Contractors by addenda through the Tender System. Each addendum forms an integral part of this RFT.

3.2.3 Verify, Clarify and Supplement

When evaluating Tenders, the Township may request further information from the Contractor or third parties in order to verify, clarify or supplement the information provided in the Contractor's Tender. The response received by the Township shall, if accepted by the Township, form an integral part of the Contractor's Tender.

3.3 Information, Notification and Debriefing

3.3.1 Notification to Other Contractors

Once the Agreement is executed by the Township and a Contractor, the other Contractors may be notified directly in writing.

3.3.2 Debriefing

Contractors may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Procurement Representative and must be made within sixty (60) days of such notification.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFT, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFT process, the Contractor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Township in the preparation of its Tender that is not available to other Contractors, (ii) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the Contractor’s other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Township may disqualify a Contractor for any conduct, situation, or circumstances, determined by the Township, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Township may disqualify a Contractor, rescind a notification of selection, or terminate a contract subsequently entered into if the Township determines that the Contractor has engaged in any conduct prohibited by this RFT.

3.4.4 Prohibited Contractor Communications

Contractors must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Contractor Not to Communicate with Media

Contractors must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the written permission of the Procurement Representative.

It is the Contractor’s responsibility to become familiar with the Township’s policies, which may be amended, restated, supplemented, or replaced from time to time. The policies are available on the Township’s website.

3.4.6 No Lobbying

Contractors must not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Contractor(s).

3.4.7 Illegal or Unethical Conduct

Contractors must not engage in any illegal business practices, including activities such as Tender-rigging, price-fixing, bribery, fraud, coercion, or collusion. Contractors must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Township; deceitfulness; submitting Tenders containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

3.4.8 Past Performance or Past Conduct

The Township may prohibit a Contractor from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Contractor to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Township, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Township

All information provided by or obtained from the Township in any form in connection with this RFT either before or after the issuance of this RFT

- (a) is the sole property of the Township and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the Township; and
- (d) must be returned by the Contractor to the Township immediately upon the request of the Township.

3.5.2 Confidential Information of Contractor

A Contractor should identify any information in its Tender, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township. The confidentiality of such information will be maintained by the Township, except as otherwise required by law or by order of a court or tribunal. Contractors are advised that names and Tender

amounts will be made public and posted on Township website. Contractors are advised that their Tenders will, as necessary, be disclosed, to advisers retained by the Township to advise or assist with the RFT process, including the evaluation of Tenders. If a Contractor has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the Procurement Representative.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Township

The Township reserves the right to

- (a) make public the names of any or all Contractors;
- (b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Contractor and incorporate a Contractor's response to that request for clarification into the Contractor's Tender;
- (d) assess a Contractor's Tender on the basis of: (i) a financial analysis determining the actual cost of the Tender when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;
- (e) waive formalities and accept Tenders that substantially comply with the requirements of this RFT;
- (f) verify with any Contractor or with a third party any information set out in a Tender;
- (g) disqualify a Contractor, rescind a notice of selection or terminate a contract subsequently entered into if the Contractor has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (h) select a Contractor other than the Contractor whose Tender reflects the lowest cost to the Township;
- (i) cancel this RFT process at any stage;
- (j) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (k) accept any Tender in whole or in part; or
- (l) reject any or all Tenders;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a Tender, each Contractor agrees that

- (a) neither the Township nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the Tender, loss of profits, loss of opportunity or for any other claim; and
- (b) the Contractor waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Tender, loss of profit or loss of opportunity by reason of the Township' decision not to accept the Tender submitted by the Contractor, to enter into an agreement with any other Contractor or to cancel this Tender process, and the Contractor shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFT Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Township; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

3.8 Licenses, permits, certifications and conformance

The Successful Contractor shall acquire, at their cost, all necessary licenses and permits and shall conform to the requirements of all applicable federal, provincial and municipal laws, statutes, and regulations.

The Successful Contractor shall submit all required Health & Safety Certifications required by the Ontario Health & Safety Act & Regulations, prior to award of contract.

The Township of Elizabethtown-Kitley reserves the right to require the Contractor to submit all trades certifications specific to the Work involved with the project.

3.9 Subcontractors

Contractors shall list hereunder, all Subcontractors for the execution of all work and services as described in the Tender documents, which shall not be performed directly by the Successful Contractor or the Successful Contractor's employees.

The Successful Contractor shall:

- a) Require his/her Subcontractors to perform their work in accordance with and subject to, the same terms and conditions of the Tender Documents;

- b) Be fully responsible to the Township of Elizabethtown-Kitley for acts and omissions of the Successful Contractor's Subcontractors and of persons directly and indirectly employed by the Successful Contractor;
- c) Employ those Subcontractors proposed by the Successful Contractor in writing and accepted by the Township of Elizabethtown-Kitley prior to the commencement of any Work;
- d) Be responsible to obtain the coverage set forth under the Tender Document Insurance Requirements and WSIB clearance.

The Township of Elizabethtown-Kitley may, for reasonable cause, object to the use of a proposed subcontractor and require the Successful Contractor to employ one of the other proposed Subcontractors.

Nothing contained in the Tender Documents shall create any contractual relationship between any subcontractor and the Township of Elizabethtown-Kitley.

4.0 Insurance and WSIB

The Successful Contractor shall, at their own expense, within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of:

A. Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; Owners & Contractors Protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Township of Elizabethtown-Kitley as Additional Insured with respect to the operations of the Successful Contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township of Elizabethtown-Kitley.

B. Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$5,000,000.00 inclusive for each and every loss.

The Successful Contractor is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Township of Elizabethtown-Kitley.

The Township of Elizabethtown-Kitley reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

Any deductible shall be subject to approval by the Township of Elizabethtown-Kitley and cannot for any of the above-referenced insurance exceed \$10,000.00. It is further agreed that all

deductibles shall be the sole responsibility of the Successful Contractor, and the Township of Elizabethtown-Kitley shall bear no costs towards such deductibles.

The Successful Contractor shall provide the Township of Elizabethtown-Kitley with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township of Elizabethtown-Kitley in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township of Elizabethtown-Kitley. The Successful Contractor is required to file updated Certificates of Insurance prior to policy expiration dates.

C. Environmental Impairment Liability – If Applicable

Environmental Impairment Liability with a limit of not less than \$2,000,000.00. Per Incident/Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration clause. If such insurance is issued on a claims made basis, coverage shall contain a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Successful Contractor is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Township.

The Township reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

Any deductible shall be subject to approval by the Township and cannot for any of the above referenced insurance exceed \$10,000.00. It is further agreed that all deductibles shall be the sole responsibility of the Successful Contractor and the Township shall bear no costs towards such deductibles.

The Successful Contractor shall provide the Township with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township. The contractor is required to file updated certificates of insurance prior to policy expiration dates.

Indemnification, Defend And Hold Harmless

The Successful Contractor shall indemnify, defend and save harmless Township, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Contractor, their officers, employees, agents, or others for whom the Contractor is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this agreement and shall survive this agreement.

Workplace Safety & Insurance Board Coverage

The Successful Contractor must obtain and forward to the Township, a letter of clearance from the Workplace Safety and Insurance Board (WSIB) stating that he/she is in good standing with

the Board. The clearance certificate's validity period is up to 90 days and new clearance is automatically generated 4 times per year (May 20, August 20, November 20, and February 20) for Successful Contractors in good standing with the Workplace Safety and Insurance Board. It is the responsibility of the Successful Contractor to ensure that it obtains and maintains proper and adequate coverage used for this project, as would be required of any prudent Successful Contractor. Work may not be authorized to begin until this document is received by the Township of Elizabethtown-Kitley.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

See attached sample

DRAFT

FORM OF AGREEMENT

BETWEEN:

THE CORPORTION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY

(referred to as the “Township”)

AND:

(referred to as the “Contractor”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

Supply of granular materials as specified in Appendix C

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) the **RFT No. PW-2025-01**, including any addenda, (the “Solicitation Document”); and
- (e) all the documentation submitted by the Contractor in response to the Solicitation Document (the “Contractor’s Submission”).

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Township.

[Insert Contractor's Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Contractor.

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

The Township of Elizabethtown-Kitley is seeking Bids from qualified Respondents for the potential provision of Crushed Granular Gravel product identified in the Special Provisions of this RFT (Appendix C RFT Particulars) to be applied in 2025 to the Township roads identified within this contract and all granular materials required by the Township in accordance with this contract and the special provisions.

B. Rates and Disbursements

B.1 Adjustment to Quantities

The estimated quantities are approximate only and, in order to work within the financial capabilities of the Township, are subject to increase or decrease prior to the commencement of work.

C. Payment Terms

The payment terms for the Contract are as follows:

Payments will be made subject to the provision of monthly invoices submitted to the Municipality accompanied by appropriate product digital receipt tickets approved by Municipal personnel. Payments will be made within 30 days of receipt of said invoices and material testing results. Requests for payment shall be accompanied by a current Workplace Safety Insurance Board Clearance Certificate.

D. Township and Contractor Representatives

The Township Representative and contact information for the Contract is:

Royal Metcalfe, Public Works Technical & Compliance Advisor
Phone: 613-345-7480 ext. 236; Cell: 613-803-8277
Email: rmetcalfe@ektwp.ca

The Contractor Representative and contact information for the Contract is:

E. Term of Contract

The Contract shall take effect on the April 11, 2025 (the “**Effective Date**”) and shall be in effect for a period of three (3) years from the Effective Date, with an option in favour of the Township to extend the term for an additional period of two (2) one (1) year extensions unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

F. Specific Provisions

The Contract shall include the item specific specifications found in Appendix C.

Schedule 2 – Standard Terms and Conditions

Index

Article 1 – Interpretation

1.01 Defined Terms

Article 2 – General Provisions

2.01 No Indemnities from Township
2.02 Entire Contract
2.03 Severability
2.04 Failure to Enforce Not a Waiver
2.05 Changes by Written Amendment Only
2.06 Force Majeure
2.07 Notices by Prescribed Means
2.08 Governing Law

Article 3 – Nature of Relationship Between Township and Contractor

3.01 Contractor’s Power to Contract
3.02 Representatives May Bind Parties
3.03 Contractor Not a Partner, Agent or Employee
3.04 Non-Exclusive Contract, Work Volumes
3.05 Responsibility of Contractor
3.06 No Subcontracting or Assignment
3.07 Duty to Disclose Change of Control
3.08 Conflict of Interest
3.09 Contract Binding

Article 4 – Performance by Contractor

4.01 Commencement of Performance
4.02 Deliverables Warranty
4.03 Health and Safety
4.04 Accessibility Standards for Customer Service

4.05 Shipment of Goods
4.06 Use and Access Restrictions
4.07 Notification by Contractor to Township
4.08 Contractor to Comply with Reasonable Change Requests
4.09 Pricing for Requested Changes
4.10 Performance by Specified Individuals Only
4.11 Time
4.12 Township Rights and Remedies & Contractor Obligations Not Limited to Contract

Article 5 – Payment for Performance and Audit

5.01 Payment According to Contract Rates
5.02 Hold Back or Set Off
5.03 No Expenses or Additional Charges
5.04 Payment of Taxes and Duties
5.05 Withholding Tax
5.06 Interest on Late Payment
5.07 Document Retention and Audit

Article 6 – Confidentiality

6.01 Confidentiality and Promotion Restrictions
6.02 Township Confidential Information
6.03 Restrictions on Copying
6.04 Notice of Breach
6.05 Injunctive and Other Relief
6.06 Notice and Protective Order
6.07 MFIPPA Records and Compliance
6.08 Survival

Article 7 – Intellectual Property

- 7.01 Township Intellectual Property
- 7.02 No Use of Township Insignia
- 7.03 Township of Intellectual Property
- 7.04 Contractor’s Grant of Licence
- 7.05 No Restrictive Material in Deliverables
- 7.06 Contractor Representation and Warranty
Regarding Third-Party Intellectual Property
- 7.07 Survival

Article 8 – Indemnity and Insurance

- 8.01 Contractor Indemnity
- 8.02 Insurance
- 8.03 Proof of Insurance
- 8.04 Workplace Safety and Insurance

Article 9- Termination, Expiry and Extension

- 9.01 Immediate Termination of Contract
- 9.02 Dispute Resolution by Rectification Notice
- 9.03 Termination on Notice
- 9.04 Contractor’s Obligations on Termination
- 9.05 Contractor’s Payment Upon Termination
- 9.06 Termination in Addition to other Rights
- 9.07 Expiry and Extension of Contract
- 9.08 Evaluation of Performance

ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Township has elected to be closed for business;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Contractor had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Township and not available to other Contractors or Contractors; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Contractor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Township Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Township Confidential Information” means all information of the Township that is of a confidential nature, including all confidential information in the custody or control of the Township, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Contractor in connection with the Contract. For greater certainty, Township Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Township, the Contractor or any third-party; (ii) all information (including Personal Information) that the Township is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Contractor of any duty of confidentiality owed by the Contractor to the Township or to any third-party; (ii) the Contractor can demonstrate to have been rightfully obtained by the Contractor, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Contractor free of any obligation of confidence; (iii) the Contractor can demonstrate to have been rightfully known to or in the possession of the Contractor at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Contractor; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Deliverables” means everything developed for or provided to the Township in the course of performing under the Contract or agreed to be provided to the Township under the Contract by the Contractor or its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Effective Date” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Indemnified Parties” means the Township and the Township’ officials, directors, officers, agents, employees and volunteers;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Contractor establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Township;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

“Newly Created Intellectual Property” means any Intellectual Property created by the Contractor in the course of performance of its obligations under the Contract;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by the Township to the Contractor, or provided by the Contractor to the Township, for the purposes of the Contract; or (b) created by the Contractor in the performance of the Contract;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Contractor Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Contractor’s Intellectual Property” means Intellectual Property owned by the Contractor prior to its performance under the Contract or created by the Contractor during the Term of the Contract independently of the performance of its obligations under the Contract;

“Term” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions); and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the Township or the Contractor.

ARTICLE 2 – GENERAL TERMS

2.01 No Indemnities from the Township

Notwithstanding anything else in the Contract, any express or implied reference to the Township providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Township beyond the obligation to pay the Rates in respect of Deliverables accepted by the Township, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 Entire Contract

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 Failure to Enforce Not a Waiver

Any failure by the Township to insist in one or more instances upon strict performance by the Contractor of any of the terms or conditions of the Contract shall not be construed as a waiver by the Township of its right to require strict performance of any such terms or conditions, and the obligations of the Contractor with respect to such performance shall continue in full force and effect.

2.05 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Township Representative and the Contractor Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province Ontario and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN TOWNSHIP AND CONTRACTOR

3.01 Contractor's Power to Contract

The Contractor represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Township under the Contract.

3.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 Contractor Not a Partner, Agent or Employee

The Contractor shall have no power or authority to bind the Township or to assume or create any obligation or responsibility, express or implied, on behalf of the Township. The Contractor shall not hold itself out as an agent, partner or employee of the Township. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Township and the Contractor or any of the Contractor's directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors.

3.04 Non-Exclusive Contract, Work Volumes

The Contractor acknowledges that it is providing the Deliverables to the Township on a non-exclusive basis. The Township makes no representation regarding the volume of goods and services required under the Contract. The Township reserves the right to contract with other parties for the same or similar goods and services as those provided by the Contractor and reserves the right to obtain the same or similar goods and services internally.

3.05 Responsibility of Contractor

The Contractor agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and Subcontractors. This paragraph is in addition to any and all of the Contractor's liabilities under the Contract and under the general application of law. The Contractor shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Contractor pursuant to the Contract or otherwise at law or in equity, the Contractor shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities This paragraph shall survive the termination or expiry of the Contract.

3.06 No Subcontracting or Assignment

The Contractor shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Township. Such consent shall be in the sole discretion of the Township and subject to the terms and conditions that may be imposed by the Township. Without limiting the generality of the conditions which the Township may require prior to consenting to the Contractor's use of a subcontractor, every contract entered into by the Contractor with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Township.

3.07 Duty to Disclose Change of Control

In the event that the Contractor undergoes a change in control the Contractor shall immediately disclose such change in control to the Township and shall comply with any terms and conditions subsequently prescribed by the Township resulting from the disclosure.

3.08 Conflict of Interest

The Contractor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Township without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Township to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Township may immediately terminate the Contract upon giving notice to the Contractor where: (a) the Contractor fails to

disclose an actual or potential Conflict of Interest; (b) the Contractor fails to comply with any requirements prescribed by the Township to resolve a Conflict of Interest; or (c) the Contractor's Conflict of Interest cannot be resolved to the satisfaction of the Township. This paragraph shall survive any termination or expiry of the Contract.

3.09 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY CONTRACTOR

4.01 Commencement of Performance

The Contractor shall commence performance upon receipt of written instructions from the Township.

4.02 Deliverables Warranty

The Contractor hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Contractor shall forthwith make the necessary corrections at its own expense as specified by the Township in a rectification notice.

4.03 Health and Safety

Without limiting the generality of section 4.02, the Contractor warrants and agrees that it has complied with and will comply with, and ensure that any Subcontractors comply with, the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1 and Regulations, as amended, as well as any other applicable occupational health and safety laws, regulations and standards in relation to the performance of the Contractor's obligations under the Contract. The Contractor shall provide the Township with evidence of the Contractor's compliance with this section upon request by the Township.

4.04 Accessibility Standards for Customer Service

The Contractor shall ensure that any of its employees and any of the Contractor's Subcontractors' employees that may provide customer service on behalf of the Township shall abide by and comply with the Township' Accessibility Policy and shall meet all applicable requirements of Ontario Regulation 191/11.

4.05 Shipment of Goods

To the extent that the Deliverables include the shipment of goods to the Township, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the Township' place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Township, unless specifically agreed by the Township in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation

undamaged to their destination. The Deliverables will remain at the risk of the Contractor until the Deliverables are received by the Township. Receipt of the Deliverables at the Township' location does not constitute acceptance of the Deliverables by the Township. The Deliverables are subject to the Township' inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Contractor shall make the necessary corrections at its own expense as specified by the Township in a rectification notice.

4.06 Use and Access Restrictions

The Contractor acknowledges that unless it obtains specific written preauthorization from the Township, any access to or use of the Township property, technology or information that is not necessary for the performance of its contractual obligations with the Township is strictly prohibited. The Contractor further acknowledges that the Township may monitor the Contractor to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Contractor.

4.07 Notification by Contractor of Discrepancies

During the Term, the Contractor shall advise the Township promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.08 Contractor to Comply with Reasonable Change Requests

The Township may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Contractor shall comply with all reasonable Township change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Contractor is unable to comply with the change request, it shall promptly notify the Township and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.09 Pricing for Requested Changes

Where a Township change request includes an increase in the scope of the previously contemplated Deliverables, the Township shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Contractor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Township and the Contractor within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.10 Performance by Specified Individuals Only

The Contractor agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Contractor shall not replace or substitute any of the

individuals named in the Contract without the prior written approval of the Township, which may not arbitrarily or unreasonably be withheld. Should the Contractor require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Contractor shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.11 Time

Time is of the essence of the Contract.

4.12 Township Rights and Remedies and Contractor Obligations Not Limited to Contract

The express rights and remedies of the Township and obligations of the Contractor set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Township or any other obligations of the Contractor at law or in equity.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 Payment According to Contract Rates

The Township shall, subject to the Contractor's compliance with the provisions of the Contract, pay the Contractor for the Deliverables provided at the Rates established under the Contract.

5.02 Hold Back or Set Off

The Township may hold back payment or set off against payment if, in the opinion of the Township acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

5.03 No Expenses or Additional Charges

There shall be no other charges payable by the Township under the Contract to the Contractor other than the Rates established under the Contract.

5.04 Payment of Taxes and Duties

Unless otherwise stated, the Contractor shall pay all applicable taxes, including excise taxes incurred by or on the Contractor's behalf with respect to the Contract.

5.05 Withholding Tax

The Township shall withhold any applicable withholding tax from amounts due and owing to the Contractor under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 Interest on Late Payment

If a payment is in arrears through no fault of the Contractor, the interest charged by the Contractor, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Contractor shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with

Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Contractor shall permit and assist the Township in conducting audits of the operations of the Contractor to verify (a) and (b) above. The Township shall provide the Contractor with at least ten (10) Business Days prior notice of its requirement for such audit. The Contractor's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 6 – CONFIDENTIALITY

6.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Township. The Township may, in its sole discretion, acknowledge the Deliverables provided by the Contractor in any such publicity or publication. The Contractor shall not make use of its association with the Township without the prior written consent of the Township. Without limiting the generality of this paragraph, the Contractor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Township.

6.02 Township Confidential Information

During and following the Term, the Contractor shall: (a) keep all Township Confidential Information confidential and secure; (b) limit the disclosure of Township Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Township Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Township and (ii) in respect of any Township Confidential Information about any third-party, the written consent of such third-party; (d) provide Township Confidential Information to the Township on demand; and © return all Township Confidential Information to the Township on or before the expiry or termination of the Contract, with no copy or portion kept by the Contractor.

6.03 Restrictions on Copying

The Contractor shall not copy any Township Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Contractor, the Contractor must reproduce all notices which appear on the original.

6.04 Notice of Breach

The Contractor shall notify the Township promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of Township Confidential Information.

6.05 Injunctive and Other Relief

The Contractor acknowledges that breach of any provisions of this Article may cause irreparable harm to the Township or to any third-party to whom the Township owes a duty of confidence, and that the injury to the Township or to any third-party may be difficult to calculate and inadequately compensable in damages. The Contractor agrees that the Township is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.06 Notice and Protective Order

If the Contractor or any of its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors become legally compelled to disclose any Township Confidential Information, the Contractor will provide the Township with prompt notice to that effect in order to allow the Township to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Township and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Contractor will disclose only that portion of Township Confidential Information which the Contractor is legally compelled to disclose, only to such person or persons to which the Contractor is legally compelled to disclose, and the Contractor shall provide notice to each such recipient (in co-operation with legal counsel for the Township) that such Township Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such Township Confidential Information subject to those terms and conditions.

6.07 MFIPPA Records and Compliance

The Contractor and the Township acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Contractor agrees (a) to keep Records secure; (b) to provide Records to the Township within seven (7) calendar days of being directed to do so by the Township for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Township determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Township; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a Township representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Township would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Township may be disclosed by the Township where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 Township Intellectual Property

The Contractor agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including

images and data) provided by the Township to the Contractor shall remain the sole property of the Township at all times.

7.02 No Use of the Township Insignia

The Contractor shall not use any insignia or logo of the Township except where required to provide the Deliverables, and only if it has received the prior written permission of the Township to do so.

7.03 Township of Intellectual Property

The Township shall be the sole Township of any Newly Created Intellectual Property. The Contractor irrevocably assigns to and in favour of the Township and the Township accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Township all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Contractor's Intellectual Property, the Contractor grants to the Township a licence to use that Contractor Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Contractor by the Township.

7.04 Contractor's Grant of License

For those parts of the Deliverables that are Contractor Intellectual Property, the Contractor grants to the Township a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Township.

7.05 No Restrictive Material in Deliverables

The Contractor shall not incorporate into any Deliverables anything that would restrict the right of the Township to modify, further develop or otherwise use the Deliverables in any way that the Township deems necessary, or that would prevent the Township from entering into any contract with any contractor other than the Contractor for the modification, further development of or other use of the Deliverables.

7.06 Contractor Representation and Warranty Regarding Third-Party Intellectual Property

The Contractor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Contractor further represents and warrants that it has obtained assurances with respect to any Contractor Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 Contractor Indemnity

The Contractor hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its Subcontractors or respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Contractor's obligations under, or otherwise in connection with, the Contract. The Contractor further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Township, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 Insurance

The Contractor hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Contractor would maintain including, but not limited to, the following;

A. Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; Townships & Contractors Protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

Such insurance shall add the Township of Elizabethtown-Kitley as Additional Insured with respect to the operations of the Successful Contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

B. Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000.00 inclusive for each and every loss.

C. Professional Liability Insurance – Consulting & Inspection Services

Professional liability (errors and omissions) insurance coverage shall be obtained by any contractor providing consulting or inspection services to a limit of not less than \$1,000,000.00. If such insurance is written on a claim made basis, coverage shall include a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

D. Environmental Impairment Liability – If Applicable

Environmental Impairment Liability with a limit of not less than \$2,000,000.00. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration clause. If such insurance is issued on a claims made basis, coverage shall contain a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

8.03 Proof of Insurance

The Contractor shall provide the Township with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Contractor shall provide the Township with renewal replacements on or before the expiry of any such insurance. Upon the request of the Township, a copy of each insurance policy shall be made available to it. The Contractor shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Township and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the Subcontractors obligations under the subcontract for the provision of the Deliverables.

8.04 Workplace Safety and Insurance

The Contractor warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Township upon request. The Contractor covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it and its Subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Contractor further agrees to indemnify the Township for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Contractor's failure to comply with any applicable workplace safety and insurance laws or related to the Contractor's status with any workplace safety and insurance board or body.

ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.01 Immediate Termination of Contract

The Township may immediately terminate the Contract upon giving notice to the Contractor where (a) the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Contractor's insolvency; (b) the Contractor breaches any provision in Article 6 (Confidentiality); (c) the Contractor breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between Township and Contractor); (d) the Contractor, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the Town@p; (e) the Contractor undergoes a change in control which adversely affects the Contractor's ability to satisfy some or all of its obligations under the Contract; (f) the Contractor subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Township; or (g) the Contractor's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Contractor fails to comply with any of its obligations under the Contract, the Township may issue a rectification notice to the Contractor setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Township. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Township may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor shall allow the Township to immediately terminate the Contract.

9.03 Termination on Notice

The Township reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Contractor.

9.04 Contractor's Obligations on Termination

On termination of the Contract, the Contractor shall, in addition to its other obligations under the Contract and at law (a) at the request of the Township, provide the Township with any completed or partially completed Deliverables; (b) provide the Township with a report detailing: (i) the current state of the provision of Deliverables by the Contractor at the date of termination; and (ii) any other information requested by the Township pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the Township to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Township, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 Contractor's Payment Upon Termination

On termination of the Contract, the Township shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Contractor of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Township may hold back payment or set off against any payments owed if the Contractor fails to comply with its obligations on termination.

9.06 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Township under the Contract, at law or in equity.

9.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Township exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by the Township giving notice to the Contractor not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 **Evaluation of Performance**

The Contractor will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Contractor fails to perform its obligations under the Contract, the Township may, in addition to any and all legal and equitable remedies available to it, place the Contractor on probation or suspend the Contractor from participating in future procurement opportunities in accordance with the Township' Procurement Policy.

APPENDIX B – SUBMISSION FORMS

RFT No. PW-2025-01 SUBMISSION FORM (ACKNOWLEDGEMENT)

FOR THE SUPPLY, DEIVERY AND APPLICATION OF GRANULAR MATERIAL

1. I/We have read and understand the Township of Elizabethtown-Kitley RFT No. PW-2025-01, including all Addenda, and hereby agree to all of the requirements, terms and conditions set out therein.
2. I/We, the undersigned, herewith agree to supply, deliver and apply the Granular Gravel material in accordance with the required specifications issued by the Township of Elizabethtown-Kitley, at the attached prices.
3. I/We have read and understand the contents and requirements of this RFT and by endorsing below, confirm that the Township has the legal right and ability to enforce the requirements, terms and conditions of this RFT against the Bidder and that the Bidder is estopped from pleading or asserting otherwise in any action or proceeding.

Name of Bidder _____

Address _____

HST # _____

TELEPHONE _____

FAX _____

EMAIL _____

EMERGENCY CONTACT NUMBER _____

AUTHORIZED SIGNATURE

DATE

I have authority to bind the Bidder

Itemized Bid Form SCHEDULE A
Granular 'A', SP EK-200 Granular Material

Length (km)	Road Name	From	To	Est. Qty mT	Unit \$	Total \$
4.65	Rudl Rd	County Rd 29	Redan Rd	2009		
1.3	Bellamy Rd	Miller Rd	Kitley-Elizabethtown Townline Rd	562		
9.3	Rockspring Rd	County Rd 7	Jellyby Rd	4018		
1.95	McManus Rd	Rocksprings Rd	Mills Rd	842		
2.55	Mills Rd	Jellyby Rd	Rocksprings Rd	1102		
2.8	Flycreek Rd	County Rd 28	Jellyby Rd	1210		
2.25	Gosford Rd	Augusta Boundary	County Rd 6	972		
2.2	Mud Creek Rd	County Rd 28	McKay Rd	950		
1.6	Shaw Rd	Addison Rd	Dead End	691		
0.6	Stevenson Rd	County Rd 28	Dead End	259		
2	Motts Mills Rd	County Rd 1	Kitley South Elmsley Townline Rd	864		
3.25	Mulvaugh Rd	Kitley Line 8 Rd	Kitley-Elizabethtown Townline Rd	1404		
5.25	Kitley Line 9 Rd	Mulvaugh Rd	0.6 km East of County Rd 29	2268		
2.25	Kitley Line 9 Rd	0.8 km East of Johnston Rd	Lake Eloida Rd	972		
3.25	Chant Rd	Healey Rd	Mother Barnes Rd	1404		
5.35	Mother Barnes Rd	County Rd 29	Township of Athens Boundary	2311		
1.7	Johnston Rd	Mother Barnes Rd	Kitley Line 9 Rd	734		
0.15	Frank Rd	Kitley-Elizabethtown Townline Rd	Dead End	65		
0.85	Cole Rd	Kitley-Elizabethtown Townline Rd	Dead End	367		
3.6	Atkins Lake Rd	County Road 7	Merrickville-Wolford Boundary	1555		
Totals				24,559		

Itemized Bid Form SCHEDULE B

FOB Material, SP EK-200 Granular Materail

Item	Description	Spec. No.	Qty	Unit	Unit Price	Extended Price
C1	Granular M (13.2mm)	1010	1	mt	\$	\$
C2	Granular A (19mm)	1010	1	mt	\$	\$
C3	Clear Stone (19mm)	1004				
C4	Granular B (50mm)	1010	1	mt	\$	\$
C5	Granular B II (75mm)	1010	1	mt	\$	\$
C6	Rip Rap (150mm)	1004	1	mt	\$	\$
C7	Hydro Sand	1004	1	mt	\$	\$
C8	Top Soil	802				

Pit/Quarry Name: _____

Location of Pit/Quarry: _____

Notes:

- i. H.S.T. will be paid in addition to the tendered price.
- ii. Prices must be rounded to two decimal places.
- iii. Contractors may bid on any or all schedules.
- iv. Tender may be awarded by road, groups, full schedule, per item.
- v. Unit prices shall be inclusive of all environmental and fuel charges.
- vi. Unit prices shall be inclusive of aggregate licensing and royalty fees.

Itemized Bid Form SCHEDULE C

Rental equipment

Item	Spec. No.	Description	Qty	Unit	Unit Price
1	501	84 " Smooth Drum Roller (No Operator)	10	\$	\$
2	501	84 " Smooth Drum Roller (With Operator)	10	\$	\$
3	500	Motor Grader (With Operator)	10	\$	\$

Tender Submission

Please submit the Tender electronically to the Township representative at rmetcalfe@ekwp.ca

Contractor Submission Requirements:

1. Receipt of any Addenda
2. Tender Form

APPENDIX C – RFT PARTICULARS

Special Provision EK-200- Granular Material

Applicable Standards: OPSS.MUNI; 100, 1001, 1004, 1010,

Scope

This specification covers the requirements for the supply and installation of all granular material as specified in the Contract Documents. This specification will cover all granular required irrespective of type or gradation to the required locations as stipulated by the Township.

General

Granular supply and installation consist of the following:

1. The supply of granular material to the specified site(s) as required by the Township.
2. All delivered materials shall include a digital weight ticket measured in metric tonnes, an end of day total sheet, and be signed by the municipal representative at the end of each working day.
3. Municipal works crew will supply water application, grade and compact the delivered granular material.
4. The Contractor shall supply at least three hundred and seventy-five tonnes (375 tonnes) of granular material per hour unless specified otherwise by the Public Works Manager or Lead Hand.
5. The materials to be delivered daily shall be confirmed with the Contractor once notification of delivery is made.
6. All materials must be from sources that are either on the Designated Sources List, the Aggregate Sources List or Approved by the Ministry of Transportation.
7. All material applied to Township roads shall be supplied with bottom dump hopper trucks with cab control in working order for spreading.
8. The usual hours of work are October 1st to April 30th Monday to Friday, from 7:30 a.m. to 3:30 p.m. and May 1st to September 30th Monday to Thursday, from 6:00 a.m. to 4:30 p.m. Material shall be delivered to the agreed upon site(s) between the hours of 8:00 a.m. to 3:00 p.m. If the Contractor wishes to extend the normal working hours, all overtime expenses incurred by the Municipality will be reimbursed by the Contractor. Weekend work is usually not undertaken, but may be in exceptional circumstances, at the discretion of the Manager of Public Works or designate. There will be no additional compensation for weekend work.

Measurement for Payment

Measurement for payment of this item will be by metric tonne of granular placed in accordance with these contract documents. No payment will be made for any material used that does not meet the specifications as outlined in these contract documents.

Basis of Payment

Payment at the Contract Price for the above tender item shall be full compensation for all labour, equipment and material for the supply of all granular as specified herein. Daily summaries will be required the following day, identifying road name and tonnage applied.

Special Provision EK-500- Motor Grader

Applicable Standards: OPSS.MUNI; 100, 206, OPSS.PROV 127

Scope

This specification covers the requirements for the supply of a motor grader as specified in the Contract Documents. This specification will cover all motor grading required at locations as stipulated by the Township.

General

Supply of motor grader consist of the following:

1. The supply of a motor grader and operator to the specified site(s) as required by the Township.
2. The motor grader shall have a minimum operating weight of 20,000 kg, 250 horsepower and a minimum moldboard length of twelve (12) feet.
3. Municipal works crew will supply water application for the grading operation of the delivered granular material.
4. The inclusion and supply of an adequately equipped motor grader and operator in the tender is not a requirement to bid on the supply of gravel.
5. The hourly rate shall be inclusive of all fuel, maintenance and all associated costs with the operation of the motor grader.
6. The usual hours of work are October 1st to April 30th Monday to Friday, from 7:30 a.m. to 3:30 p.m. and May 1st to September 30th Monday to Thursday, from 6:00 a.m. to 4:30 p.m. Material shall be delivered to the agreed upon site(s) between the hours of 8:00 a.m. to 3:00 p.m. If the Contractor wishes to extend the normal working hours, all overtime expenses incurred by the Municipality will be reimbursed by the Contractor. Weekend work is usually not undertaken, but may be in exceptional circumstances, at the discretion of the Manager of Public Works or designate. There will be no additional compensation for weekend work.

Measurement for Payment

Measurement for payment of this item will be per hour in accordance with these contract documents. No payment will be made for operator travel time from the contractor shop to requested locations(s).

Basis of Payment

Payment at the Contract Price for the above tender item shall be full compensation for all labour, equipment and material for the supply of a motor grader and operator as specified herein. Daily summaries will be required the following day, identifying road name and hours worked.

Special Provision EK-501- Smooth Drum Roller

Applicable Standards: OPSS.MUNI; 100, 206, OPSS.PROV 127

Scope

This specification covers the requirements for the supply of a smooth drum roller as specified in the Contract Documents. This specification will cover all compaction equipment rentals required at locations as stipulated by the Township.

General

Supply of smooth drum roller consist of the following:

1. The supply of a smooth drum roller and operator to the specified site(s) as required by the Township.
2. The supply of a smooth drum roller and no operator to the specified site(s) as required by the Township
3. The motor grader shall have a minimum operating weight of 13,000 kg, 150 horsepower and a minimum drum width of seven (7) feet.
4. The inclusion and supply of an adequately equipped smooth drum roller and/or operator in the tender is not a requirement to bid on the supply of gravel.
5. The hourly rate shall be inclusive of all fuel, maintenance and all associated costs with the operation of the smooth drum roller.
6. The usual hours of work are October 1st to April 30th Monday to Friday, from 7:30 a.m. to 3:30 p.m. and May 1st to September 30th Monday to Thursday, from 6:00 a.m. to 4:30 p.m. Material shall be delivered to the agreed upon site(s) between the hours of 8:00 a.m. to 3:00 p.m. If the Contractor wishes to extend the normal working hours, all overtime expenses incurred by the Municipality will be reimbursed by the Contractor. Weekend work is usually not undertaken, but may be in exceptional circumstances, at the discretion of the Manager of Public Works or designate. There will be no additional compensation for weekend work.

Measurement for Payment

Measurement for payment of this item will be per hour in accordance with these contract documents. No payment will be made for operator travel time from the contractor shop to requested locations(s).

Basis of Payment

Payment at the Contract Price for the above tender item shall be full compensation for all labour, equipment and material for the supply of a smooth drum roller and/or operator as specified herein. Daily summaries will be required the following day, identifying road name and hours worked.

Special Provision EK-100- Consumer Price Index Escalation/De-escalation

Scope

This specification covers the requirements for the annual adjustment to the price of the material as specified in the Contract Documents. This specification will cover the adjustment price method, and the frequency of adjustments for all material as stipulated in this contract, for the term of the contract.

General

The Contract prices shall remain firm for the first year of the Contract.

1. A request for a price escalation will:
 - a. only be considered for subsequent years;
 - b. must be submitted at least sixty (60) days prior to the end of a current contract year;
 - c. must be approved by both Parties prior to the next year effective date;
 - d. will only be based on the annual Consumer Price Index (CPI) and does not result in a higher profit margin than that reflected in the prices awarded in the original contract
2. The movement period for the CPI adjustment will be the 12-month period ending three months prior to the end of the current contract year.
3. The Contractor may request a price escalation above the annualized CPI and the Township of Elizabethtown-Kitley will determine the validity of such request.
4. The Contractor shall provide sufficient documentation to justify the requested price escalation above the annualized CPI.
5. Documentation shall include a cost proposal in sufficient detail for the Township of Elizabethtown-Kitley to perform a cost/price analysis upon which the original proposal was made. An evaluation and/or audit may be performed on the cost proposal as well as other submitted documentation in order to determine if the requested price increase(s) is fair and reasonable.
6. Approval of a price escalation request will be at the sole discretion of the Township of Elizabethtown-Kitley.
7. The contract price changes, if agreed to by both Parties, shall be binding on the contractor for the subsequent contract year should it be awarded. Retroactive price increase adjustments will not be considered.
8. This escalation/de-escalation provision and its methodology shall be considered to mean and apply to price decreases as well as increases. Price decreases may be considered and implemented at the CPI movement period time during the term of this contract.

Measurement for Payment

Measurement for payment of this item will be the Base price x (CPI Current/CPI Base) = New contract price. Where, CPI Base is the CPI published at time of contract award, and CPI Current is the CPI published at the movement time.

Basis of Payment

The contract price shall be adjusted annually and based on changes to the Consumer Price Index (CPI) as published by Statistics.

A. THE DELIVERABLES

Other Information

- **All jobs subject to Council's approval.**
- **Lowest or any Tender not necessarily accepted.**
- **All taxes to be included in Tender Price. HST to be shown separately on invoice.**
- **All pages of Tender to be initialled by Contractor and returned.**

B. PRE-CONDITIONS OF AWARD

The following documents, as listed, shall be submitted by the selected Bidder prior to or at the time of signing the Contract;

- A current copy of the Workplace Safety and Insurance Certificate of Clearance, as requested;
- The Bidder's Health and Safety Policy;
- The Work Schedule;
- The name and contact information of the responsible representative for purposes of communication.