

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

RfT 2020-03 Grading Tender and Contract Documents

3/23/2020

Township of Head, Clara & Maria



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TENDER/QUOTE DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 “Non-qualified Agreement” means an Agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.2 “Tender/quote documents” include all pages of this tender/quote package and its schedules.
- 1.3 “Township” or “Municipality” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.
- 1.4 “Bidder” means the applicant completing this tender/quote for consideration by the Municipality.

2.0 REQUIREMENTS AT TIME OF TENDER/QUOTE CLOSING

- 2.1 The quote documents must be received by the Municipality by 12:00 h on the closing date, Friday, April 10, 2020. All sealed documents will be opened at 12:30 p.m. by the Clerk/Treasurer in the presence of a witness, normally another municipal employee.
- 2.2 All entries in the tender shall be clear, legible, and made in ink or by computer. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.3 Please ensure that all blanks in the tender package are completed in full and returned to the office. If they are not completed, the tender may be disqualified.
- 2.4 Providing all contract requirements are complied with, the municipality will assess each tender received, compare it to the assessment guide listed as Appendix “D” to this document and may award a winner.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.
- 2.6 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.

- 2.7 Faxed or emailed tender submissions will be rejected.
- 2.8 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS/QUOTES

- 3.1 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 applicant for that Contest.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk/Treasurer. Facsimile transmissions or telephone calls will not be accepted. Withdrawal requests received after the tender closing time will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS/QUOTES AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.
- 4.2 Applicants whose bids have been rejected by the Municipality will normally be notified via mail or phone call within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS/QUOTES

- 5.1 The Municipality reserves the right to reject any or all tenders/quotes and to waive formalities as the interest of the Municipality may require without explanation, therefore, **the lowest or any tender/quote may not necessarily be accepted**. Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget.
- 5.2 The Municipality reserves the right to reject any tenders/quotes from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner.

5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.

5.4 The tender/quote shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

6.1 The Municipality will notify the successful bidder that the bid has been accepted via telephone within thirty (30) days of the tender closing.

6.2 Notice of acceptance of bid will be by phone.

7.0 REQUIREMENTS AT TIME OF EXECUTION

7.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

7.1.1 Insurance Documents (Valid Certificate of Insurance)

7.1.2 Proof of Ownership or Guaranteed use of Equipment (Copy of Equipment Registration or promise to lease/lend)

7.1.3 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB) if applicable.

7.1.4 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances etc. as per Article 4.7) have been made.

7.2 Following receipt of the properly executed Certificate of Liability Insurance, and all other documents as requested, the Contractor will receive verbal authorization from authorized Municipal personnel (normally the Clerk/Treasurer) to proceed with the work. Most communication following will be via the Road Superintendent.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



GRADING CONTRACT

2020-2022 (With an option to renegotiate to a 5 year term in 2022)

By this Agreement, _____ (the "Contractor")

and

The Corporation of the United Townships of Head, Clara & Maria (the "Municipality")
hereby agree as follows:

1.0 DEFINITIONS

- 1.1. "**Township**" or "**Municipality**" or "**Corporation**" means the municipality of the Corporation of the United Townships of Head, Clara & Maria.
- 1.2. "**Contractor**" or "**applicant**" or "**bidder**" refers to the tender applicant and once the contract is awarded the owner/operator.
- 1.3. "**Grading**" involves the leveling or smoothing of the gravel surface of municipal roads to a desired or horizontal gradient through the use of a commercial grader. Grade has a corresponding meaning.
- 1.4. "**Road Superintendent**" means the employee of the United Townships of Head, Clara & Maria responsible for the maintenance of the municipal roads.
- 1.5. "**Tender**" "**Tender/Quote**" or "**Quote**" are used interchangeably and each refers to a bid to complete the requirements of this proposal.

2.0 GENERAL CONDITIONS

- 2.1. The Contractor shall perform the work and services described in this Agreement and Schedules "A" and "B" to this Agreement, on the roads within the municipality known as the United Townships of Head, Clara and Maria for the period commencing May 1, 2020 to and including October 15, 2022 and further defined in Section 10. Upon performance

satisfactory to the municipality, and with the agreement of the contractor, the municipality reserves the right to enter negotiations with the contractor in 2022 to further extend the agreement an additional 2 years to a 5 year term with the same terms and conditions to end in October of 2024.

- 2.1.1. Schedules “A”, “B” “C” and “D” are to be read into and form part of this Agreement.
- 2.2. The Contractor is to provide operator and equipment to perform all duties normally associated with grading of gravel roads within the United Townships of Head, Clara & Maria for the term specified under direction and control of the Municipal Road Superintendent or designated municipal employee. The responsibility for signage, flagging and other auxiliary work will remain the responsibility of the municipality.
- 2.3. This Agreement shall be binding on the Contractor’s heirs, executors, administrators, and assigns, and cannot be assigned without the written consent of the Municipality.
- 2.4. All owners and operators must abide by all applicable Federal, Provincial and Municipal Acts or By-Laws, their regulations or amendments while carrying out their operations, whether these laws were in force at time of signing or not.
- 2.5. The Contractor shall ensure that all applicable licenses and permits required for the operation of the listed Equipment are obtained and kept up to date and prove to the satisfaction of the Municipality from time to time as the Municipality may require, evidence that all licenses or permits have been acquired and are in full force and effect. Cost of said licenses and permits are the sole responsibility of the Contractor.
- 2.6. This document constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement, unless expressly agreed to in writing by the Parties.
- 2.7. The Contractor is responsible for ensuring that all complaints under this Agreement are addressed promptly and the situation rectified to the satisfaction of the Municipality.
- 2.8. Any additional private contracting the Contractor chooses to take on must not conflict with or interfere with the work undertaken in this Agreement.

3.0 EQUIPMENT & INSPECTIONS

- 3.1. The equipment shall be of an outward appearance acceptable to the Municipality and be of sufficient mechanical and physical condition to carry out all operations as specified in this Agreement. Equipment must be of a condition that is equal to or exceeds the Municipality's minimum requirements and all MTO requirements as specified in this Agreement or any provincial legislation.
- 3.2. The specified equipment (grader) shall be equipped with all safety and operational devices and accessories and shall comply with all weight and other specifications, permits and licenses as required under the *Highway Traffic Act, R.S.O. 1990* and its regulations and amendments and any other applicable legislation.
- 3.3. The Contractor will be responsible to perform, or have performed on the equipment, all maintenance activities, and supply all maintenance materials and fuels.

4.0 EQUIPMENT OPERATOR / CONTRACTOR STAFF

- 4.1. The Contractor shall supply fully trained, properly licensed and fully insured operators ready to operate the equipment during the life of the Agreement.
- 4.2. The equipment and operator(s) shall be available for the periods outline in section 10.1 during the term of this Agreement.
- 4.3. The minimum age of any operator(s) shall be 18 years. Operator(s) must have an acceptable driving record as determined by the following guidelines:
 - 4.3.1. No more than six (6) demerit points on record;
 - 4.3.2. No motor vehicle related convictions or license suspensions under the *Highway Traffic Act* or the *Criminal Code of Canada*, within three years preceding the application or during the life of the Agreement;
 - 4.3.3. No excessive accumulation of non-pointable offenses.
- 4.4. The parties agree that the Contractor (and/or his employees) is not an employee of the Municipality for the purpose of the *Income Tax Act, R.S.C. 1985, c.1*; the *Canada Pension Plan Act, R.S.C. 1985, c. C-8*; the *Unemployment Insurance Act, R.S.C. 1985, c.U-1*; the *Workplace Safety and Insurance Act R.S.O. 1997, c.16*; the *Occupational Health and Safety Act, R.S.O. 1990, c. O.1*; and the *Health Insurance Act, R.S.O. 1990, c. H.6*; all as amended from time to time, and any legislation in substitution thereof.
- 4.5. The Contractor clearly understands and agrees that he shall be responsible for complying with, and shall pay all dues and assessments

payable under, any of the above Acts, in respect of himself, his/her employees and operations and upon failure to do so, and upon notification, the Corporation may pay such assessment or compensation to the appropriate boards or companies and to deduct or collect such expense from the monies due hereunder.

- 4.6. The Contractor shall, at the time of entering into any Agreement with the Corporation, make a declaration that all assessments or compensations payable to the appropriate authorities have been paid, and the Corporation may at any time during the performance or upon the completion of such Agreement require a further declaration that such assessments or compensation have been made.

5.0 BASIS OF PAYMENT

- 5.1. The bid per hour shall apply to the actual working hours for grading, and as recorded in a driver log and verified by the Municipal Road Superintendent or designated municipal employee, to the nearest 15 minutes.

- 5.1.1. This per hour rate shall include payment for rental and maintenance of equipment, operator wages and costs associated with operating a business including but not limited to:

- 5.1.1.1. truck/equipment rental and maintenance; operator wages and expenses; fuel, oil and other necessary fluids; maintenance, parts, labour and repairs to equipment; all other preparatory costs; all overhead and operating costs, WSIB, other insurances and government remittances for employees; and for carrying out all other duties as described within this Agreement.

6.0 HOURS OF WORK

- 6.1. Hours of work commence upon the grader/ grading equipment beginning operation within the Municipality. Travel to or from the Municipality will not be compensated for under this Agreement.

- 6.2. Meal breaks and coffee breaks will not be considered part of the working hours.

- 6.3. A **detailed log** is required to be completed by the operator for any period of operation under this Agreement and submitted with each invoice for payment to the Municipal office.

- 6.4. The log will include the time and location that the operator began and ended service, detailing any and all meal and coffee breaks or downtime.

- 6.5. Failure to produce a detailed log with submitted invoices may result in

non-payment of invoice until the log is produced.

6.6. For the purposes of this Agreement, the Municipal Road Superintendent, or designated municipal employee will be responsible for determining the methods and procedures for grading municipal roads. Failure to follow the direction of the Road Superintendent or designated municipal employee may result in loss of contract.

7.0 TERMINATION OF AGREEMENT

7.1. If the Contractor is found to be in default in the performance of any of the obligations contained in this Agreement, the Municipality has the right to demand compliance with the Agreement. If the Contractor continues to be in default, the Municipality shall be entitled to withhold payment and/or terminate the Agreement within sixty (60) days of prior written notice.

7.2. The Municipality shall be entitled to terminate this Agreement on seven (7) days prior written notice upon the occurrence of any of the following events:

7.2.1. The Contractor makes an assignment in bankruptcy, files a proposal in bankruptcy, or is adjudged to be bankrupt, shall commit an act of bankruptcy or otherwise acknowledge its insolvency;

7.2.2. A receiver or receiver and manager shall be appointed in respect of any or all of the Contractor's assets; or

7.2.3. Should the Contractor abandon this Agreement.

7.3. If, at any time, during the continuance of the work, in the opinion of the Municipality, the work is not being carried out in accordance with the specifications and conditions contained in the Agreement, or in the opinion of the Municipality, there are substantial ratepayer complaints with respect to the work, or in the opinion of the Municipality the work is not being carried out in a good and workmanlike manner, the Municipality shall have the right to terminate the Agreement forthwith.

7.4. In the event of the termination of the Agreement, the Contractor shall cease operations and not be entitled to receive any further compensation from the Municipality under this Agreement.

7.5. If this Agreement is terminated for any reason, the Municipality reserves the right to declare the Contractor ineligible to bid on any Municipal contract for a 24 (twenty four) month period beginning the year following the year of termination.

8.0 ASSIGNMENT of DUTIES

8.1. The equipment, as listed in the Equipment Specification Form, Schedule "B" which forms part of this Agreement, shall not be substituted except

with prior authorization from the Road Superintendent (or other authorized municipal personnel).

- 8.2. The parties hereto agree that the work to be performed under the Agreement, or any part thereof, or any monies or orders payable under this Agreement shall not be assigned or sublet by the Contractor without the written approval of the Municipality. It is further agreed that in the event the said written authority is given, it shall not operate under any circumstances to relieve the Contractor of his liabilities and obligations under this Agreement.

9.0 LIQUIDATED DAMAGES

- 9.1. Delay or failure of the equipment or operators to be ready or to continue with the grading operation assigned will result in the Contractor being required to pay to the Municipality liquidated damages in the following amounts. \$800.00/day for failing to complete the work as per the schedule agreed upon with the Road Superintendent (or other authorized Municipal employee). This charge will continue until the Contractor's equipment and operators commence work under this Agreement or until alternate arrangements are made.
- 9.2. Except as noted above, the grader may be out of service for a period, not to exceed 8 hours, for repairs or routine maintenance providing that the Municipality has given prior approval.
 - 9.2.1. Back-up equipment shall be available should operation be required during this period of maintenance. Prior approval for the unavailability of equipment must come from the Road Superintendent.
- 9.3. Should the equipment be mechanically unavailable for service, and the Contractor not have appropriate available back-up, the Contractor will notify the Road Superintendent, or authorized municipal employee of the nature of the situation and the estimated down time. This shall be done immediately upon becoming aware of any problem.
- 9.4. The Contractor shall provide an approved back-up piece of equipment to fulfill the terms of the Agreement. This equipment must be of a condition and quality that is mechanically and operationally equal or superior to the equipment normally used under and specified in this Agreement.
- 9.5. Description of available back-up equipment and plans to be detailed in Schedule "B" to this by-law.
- 9.6. Should the situation as described in Article 9.3 occur the Municipality reserves the right to proceed to procure alternate equipment and operators as necessary to complete the work.

9.7. Should the situation as described in Article 9.6 occur, and depending on the reasons for the inability of the Contractor to complete the requirements of this agreement, the Municipality reserves the right to sever all agreements with and obligations to the Contractor.

9.8. Should the Municipality procure alternate machinery and operator, the Municipality shall notify the Contractor as soon as possible of its intent and actions. The substitute Contractor will be hired for a length of time that will allow them to grade all Municipal roads as outlined in this Agreement during that specific two week time period.

10.0 TERM & PAYMENT

10.1. The term of this Agreement shall be for the 3 year period from 2020-2022. Initially, a full grading of all identified municipal roads, up to 30 kilometers, will occur in May of each year, or thereabouts. Additionally, "as needed" grading will occur from June to September of each year, or thereabouts. Additional "as needed" grading to occur based upon road conditions and at the discretion of the Roads Superintendent or authorized Municipal employee.

10.2. The contract shall commence on the 1st day of May 2020 and conclude on the 15th day of October 2022.

10.3. The municipality retains an option in favour of the municipality to extend the Agreement on the same terms and conditions for an additional term of up to 2 years.

10.4. The Contractor shall be paid the hourly wage as stated below, (plus GST/HST as applicable) for the actual working hours, as defined in Section 6.0, and as verified by the Road Superintendent or authorized municipal employee:

10.4.1. Full grade in May annually will occur for a duration of ____ hours @ \$____/hour to grade up to 30 kilometers of municipal road.

10.4.2. Spot grading "as needed" from June to September @ \$____/hour up to a maximum of ____ hours (must not exceed number of hours for full grade outlined in 10.4.1).

10.5. If GST/HST is to be collected, all billings will include price plus GST/HST and all invoices will include a "GST/HST Registration Number".

10.6. Failure to provide a GST/HST registration number on all invoices will result in the GST/HST not being paid by the Municipality.

11.0 INSURANCE

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

11.2. The Contractor will be responsible for and shall restore at its expense all damage to the property of the Municipality caused by the Contractor in the performance of the work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement.

11.3. The Municipality acknowledges that some damage to the property of the Municipality is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. Such reasonably foreseeable damage includes, but is not limited to, damage to sod, grass and planting materials due to the proximity to the road shoulder.

11.4. This minimal damage will be repaired by Municipal staff.

11.4.1. COMMERCIAL GENERAL LIABILITY

11.4.1.1. The Contractor shall, at his/its expense, obtain and keep in force during the term of this Agreement, *Commercial General Liability Insurance* satisfactory to the Corporation, and including the following:

11.4.1.2. a limit of liability of not less than \$2,000,000.00 per occurrence for bodily injury, death and property damage;

11.4.1.3. the Corporation shall be named as an additional insured;

11.4.1.4. the policy shall contain a provision for cross liability in respect of the named insureds;

11.4.1.5. non-owned automobile coverage with a limit of at least \$2,000,000.00 including contractual non-owned coverage;

11.4.1.6. products and completed operations coverage (Broad Form);

11.4.1.7. that 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the Corporation;

11.4.1.8. owner's and Contractor's protective coverage;

11.4.2. AUTOMOBILE

11.4.2.1. The Contractor shall obtain and keep in force for the duration of this Agreement, automobile insurance under a standard Automobile Policy with limits not less than \$2,000,000.00 in respect of each owned or leased licensed piece of equipment.

11.4.3. PROOF OF INSURANCE

11.4.3.1. The Contractor shall provide, together with its executed Agreement, a certificate(s) of insurance of the above-referred to policies, satisfactory to the Corporation, together with proof of renewal at least ten (10) days prior to expiry. If a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Corporation may require that the Contractor provide a certified copy of the policy, if required.

12.0 INDEMNIFICATION

12.1. The Contractor agrees to indemnify and to save harmless the Municipality, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the Municipality, its officers, employees and agents resulting from any negligent act or omission by the Contractor in connection with the provisions of services pursuant to this Agreement.

12.2. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done or caused by him or his employees, or resulting from the execution of the works, or any of his operations, or caused by reason of the existence or location or condition of the works or of any materials, equipment or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions or covenants, and agrees to hold the Municipality harmless and indemnified for all such damages;

12.3. And, in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all of the provisions of this Agreement, the Municipality may, either with or without notice, take such steps, procure such material, plant, trucks and men, and do such work or things as they may deem advisable towards carrying out and enforcing same, and any and all expenses so incurred may be deducted from the monies due hereunder, and any such action by the Corporation as it is herein empowered to take, shall not in any way relieve the Contractor of his surety from any liability under the Agreement.

12.4. The Contractor is responsible for full payment to applicable authorities of all fines, charges or tickets under the *Highway Traffic Act*, or any other act or regulation while operating under this Agreement and shall not expect reimbursement or compensation for same, of any type by the Municipality.

13.0 NOTICE

13.1. Notice under this Agreement shall be in writing and must be delivered in person or sent by fax transfer to the Municipality at 15 Township Hall Road, Stonecliffe, Ontario or fax 613-586-2596. Notice to the Contractor will be sent to:

(please insert address, fax and/or email contact)

13.2. A notice will be considered to have been given or made on the day that it is delivered or faxed or five days after it has been placed as regular with Canada Post.

13.3. Either party may give notice to the other of a change in the address or fax number as set out above and if such notice is given, the address or fax number specified in that notice, will then apply for the purposes of giving notices under this Agreement.

14.0 MISCELLANEOUS

14.1. All schedules and appendices referred to in this Agreement and attached hereto form part of this Agreement. In the event of any conflict between the clauses contained in the schedules or appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

14.2. The Parties acknowledge that any agreed amendments made by the addition, deletion or alteration of the Agreement shall be attached as a Schedule.

14.3. Any heading contained in this Agreement is included only for the convenience of the reader and shall not be used to assist in interpreting the Agreement.

14.4. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant.

14.5. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

14.6. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set out herein due to causes

beyond its reasonable control.

15.0 SEVERABILITY

15.1. Should any section, subsection, clause or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the part so declared to be invalid.

Signed at _____ this _____ day of _____, 2020.

For Contractor

For Municipality

(Signature)

(Signature)

(Print Name of Person Signing)

CLERK – Charlotte Toope

I am a sole proprietor or

I have the Authority to Bind the Corporation

I have the Authority to Bind the Corporation

Schedule “A”

DUTIES AND AREA OF OPERATIONS

The Contractor will provide all road maintenance services – grading - as outlined in the Agreement on up to 30 kilometers of municipally maintained roads within the United Townships of Head, Clara & Maria as directed by Roads Superintendent or designated Municipal employee.

APPROXIMATE LENGTH OF GRAVEL ROADS TO BE GRADED: 30 kilometers.

Schedule "B"

EQUIPMENT SPECIFICATION FORM

(To be completed by bidder.)

The Contractor shall supply a commercial grader capable of grading approximately 30 kilometers of gravel roads within a two week time period for initial grading, and "as needed" grading up to September annually.

Equipment Identification Number _____

Make & Model _____

Year _____

Operating License Number & type _____

BACKUP EQUIPMENT AND AVAILABILITY

Please detail your plans should your equipment become inoperable during the required work period. List any and all backup plans and equipment available for your use.

Contingency Plan _____

Equipment Identification Number _____

Make & Model _____

Year _____

Schedule "C"

CONTRACTOR'S TENDER STATEMENT

(To be executed and returned with package)

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit tending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

Dated at _____ this _____ day of _____, 2020.

Contractor signature

Position/Title

Schedule “D”

CONTRACT ASSESSMENT REVIEW

Although a tender for a service is often awarded on the basis of price alone, this is dependent on all other issues being equal or consistent. When all other conditions are not equal, such as when a new bidder is being considered other issues may hold more weight namely:

- Obtaining maximum value for dollars spent;
- Minimizing employee time and effort expended;
- Ensuring improved service and support;
- Ensuring product delivery, quality, efficiency and effectiveness;
- Protecting the financial best interests of the municipality.

Scoring:

1. A scoring system as detailed below will be used to assist in the selection process. All conditions of the Agreement and Tender documents need to be met.
2. If the response meets the following requirements, an award of 15 points will be given; only partially meets requirements – 10 points; and does not meet requirements – 5 points; for each of the following considerations.
3. Considerations and examples:
 - Price; (e.g. Lowest price would receive 15, Highest – 5)
 - References/experience; (e.g. evidence of similar positive work history – 15, No experience/new operator -5)
 - Condition/age of equipment; (e.g. Newer equipment – 15, Older – 5)
 - Availability/ Detail of Backup Plan/Equipment; (e.g. Contingencies detailed for loss of equipment and/or operator – 15, no plan/equipment – 5)