



# Township of Adelaide Metcalfe

**REQUEST FOR TENDER #PW-01-2024  
FOR DUST SUPPRESSANT & ROAD STABILIZATION SUPPLY  
& APPLICATION IN 2024**

**TENDER CLOSING DATE: JANUARY 31, 2024, by 12:00 P.M.**

**Bids are to be addressed to:**

**The Township of Adelaide Metcalfe with “RFT #PW-01-2024, DUST  
SUPPRESSANT & ROAD STABILIZATION SUPPLY” marked on the envelope and  
submitted to the drop box based at the front door at the Township of Adelaide  
Metcalfe Building, 2340 Egremont Dr RR #5, Strathroy, ON N7G 3H6**

**Administrator: Coulter Cahill - Public Works Manager  
Township of Adelaide Metcalfe  
2340 Egremont Drive RR #5  
Strathroy, ON N7G 3H6**

**TENDER RECEIVED LATE WILL NOT BE ACCEPTED**

**TENDER WILL NOT BE ACCEPTED BY E-MAIL.**



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## INFORMATION TO BIDDERS

### 1.0 DEFINITIONS

In this “Information to Bidders”, the following terms have the following meanings:

- 1.1 “**Administrator**” means the Township’s Manager of Public Works or any individual designate by him/her for the purpose of this RFT.
- 1.2 “**Award of Contract**” means Resolution and By-law passed by Township Council to award a Contract to a recommended Bid.
- 1.3 “**Bidder**” or “**Respondent**” means an individual or entity, which has responded to this RFT by providing a Bid submission.
- 1.4 “**Closing Date and Time**” means January 31, 2024, at 12:00 p.m. (local time).
- 1.5 “**Contract**” means a potential agreement to provide dust suppressant and road stabilization products and Application in 2024, which is formed only after a Resolution and By-law passed by Council, which may or may not result from this RFT at the discretion of Council.
- 1.6 “**Council**” means the Council for the Corporation of the Township of Adelaide Metcalfe.
- 1.7 “**Effective Chloride Composites**” means liquid solutions containing a minimum combination of calcium and magnesium by mass of eighteen percent (18%).
- 1.8 “**Equipment and Materials**” means the technical requirements identified in *Appendix “A”* that is attached to this RFT.
- 1.9 “**Evaluation Committee**” means the staff and stakeholder committee assembled by the Township of Adelaide Metcalfe to evaluate Bids pursuant to this RFT.
- 1.10 “**Form of Potential Contract**” means in the event that the Council confirms the existence of the highest scoring compliant Respondent, the parties shall execute the Form of Potential Contract attached to this RFT as *Appendix “I”*. Should the parties fail to reach such an agreement within thirty (30) days, this arrangement shall terminate without any financial obligations on either party, and the Township of Adelaide Metcalfe may proceed to negotiate with the next highest Bidder or terminate this RFT opportunity.
- 1.11 “**Form of Tender**” means the Form of Tender attached to this RFT as *Appendix “C”*.
- 1.12 “**Liquid Calcium Chloride**” means liquid calcium chloride solution containing a minimum of thirty-five percent (35%) by mass of pure Calcium Chloride.
- 1.13 “**Location Map**” means the Location Map attached to this RFT as *Appendix “G”*, which identifies the Township roads where the dust suppressant and road stabilization products shall require application in 2024.



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- 1.14 **“Products and Application”** means the dust suppressant and road stabilization products identified in the Special Provisions of this RFT (*Appendix “A”*) to be applied in
- 1.15 **“Project”** means the Township requests sealed tenders from qualified bidders for supplying and applying dust suppressant and road stabilization products in 2024, in line with the Ontario Provincial Standard Specifications #506 and details in Special Provisions (*Appendix “A”*). Bidders must complete the RFT Documents and apply these products on designated Township roads as mapped in *Appendix “G”*.
- 1.16 **“Response Form”** means the Response Form attached to this RFT as *Appendix “B”*.
- 1.17 **“Recommendation”** means a recommendation by the Administrator of this RFT, which is a recommendation only, and which Council may approve or disapprove at its discretion.
- 1.18 **“RFT”** means Request for Tender #PW-01-2024.
- 1.19 **“RFT Documents”** means Request for Tender #PW-01-2024, inclusive of all of its Appendices: Mandatory Special Provisions (*Appendix “A”*), Response Form (*Appendix “B”*), Form of Tender (*Appendix “C”*), List of References (*Appendix “D”*), Type of Equipment (*Appendix “E”*), Sub-Contractors List (*Appendix “F”*), Dust Suppressant Map 2024 (*Appendix “G”*), Agreement to Bond Form (*Appendix “H”*), Form of Potential Contract (*Appendix “I”*), and any documents incorporated by reference into the RFT.
- 1.20 **“Services”** means the Township requests sealed tenders from qualified bidders for supplying and applying dust suppressant and road stabilization products in 2024, in line with the Ontario Provincial Standard Specifications #506 and details in Special Provisions (*Appendix “A”*). Bidders must complete the RFT Documents and apply these products on designated Township roads as mapped in *Appendix “G”*.
- 1.21 **“Standard Specifications”** means the Ontario Provincial Standard Specifications #506, which are incorporated by reference into this RFT, and other specifications referenced in the Mandatory Special Provisions (*Appendix “A”*) of this RFT.
- 1.22 **“Special Provisions”** means the mandatory special provisions forming part of this RFT as *Appendix “A”*.
- 1.23 **“Tender” or “Bid” or “Bid submission”** means an offer from any individual, person or entity submitted in response to this RFT to provide dust suppressant and road stabilization Products and Application in 2024, which is to be held open for the consideration of the Township and may be accepted or denied by the Township at the discretion of Council.
- 1.24 **“Total Bid”** means the overall sum quoted for the provision of Services to the Township of Adelaide Metcalfe.
- 1.25 **“Township of Adelaide Metcalfe” or “Township”** means the Corporation of the Township of Adelaide Metcalfe.

**2.0 INTENT OF THE PROJECT, PROCEDURE AND ADMINISTRATION OF THE RFT**

- 2.1 The Township invites sealed tenders from qualified Bidders for the supply and application of dust suppressant and road stabilization products as detailed in the Special Provisions (*Appendix “A”*). These products are to be applied in 2024 on Township roads as specified in the Location Map (*Appendix “G”*).



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- 2.2 Bidders are required to submit their bids in accordance with the stipulations of this RFT. Each submitted bid must:
- Be an offer to provide the specified products and application services.
  - Include a price per litre for the products, as outlined in the Bid Submission.
  - Remain valid and binding should the Township's Council elect to enter into a contract by passing a resolution and by-law.
- 2.3 By submitting a bid, Bidders acknowledge:
- The possibility of a contract recommendation being made by the staff Administrator of this RFT to the Township's Council.
  - That no contract for the provision of products and application in Adelaide Metcalfe is guaranteed at this stage.
- 2.4 Should a bid be accepted, and a contract entered into:
- The selected Bidder will be fully responsible for providing the specified services.
  - All services must be completed by June 28, 2024.
  - Failure to complete the services by this deadline will be considered a material breach of the contract.
  - The Township may, at its discretion, grant an extension in the event of an emergency causing delays. However, this is not guaranteed, and the Township retains the right to retain the Performance Bond and terminate the contract.
- 2.5 Bidders are encouraged to review all appendices and ensure full compliance with the terms and conditions outlined in this RFT. The Township of Adelaide Metcalfe looks forward to receiving your submissions and thanks you for your interest in this project.
- 2.6 By submitting their bids, Bidders acknowledge and agree that a recommendation by the Administrator of this RFT to Council does not constitute the formation of a contract for the provision of products and application within the Township. Furthermore, Bidders understand that a contract is only formed upon the passage of a Resolution and By-law by Council authorizing such a contract. Council retains the sole discretion to pass or not pass such a Resolution and By-law.
- 2.7 Bids to this RFT will be scored in accordance with the following scoring criteria:



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<i>ITEM</i>	<i>SCORING CRITERIA</i>	<i>SCORING WEIGHING</i>
<b>1.</b>	<p><b>LOWEST PRICE:</b> Bids will be assessed for cost-effectiveness, favouring the most economical solution that fulfills all the specifications outlined in <i>Appendix 'A,'</i> subsequently applied in the context presented in the map shown in <i>Appendix 'G.'</i> It's important to note that compliance with all mandatory requirements, as outlined in section 2.8, is essential, although only the price portion will be evaluated.</p>	<b>100%</b>

2.8 This RFT outlines seven (7) mandatory (M) requirements for bidding. Among these, one (1) requirement is a rated (R) component, which will be evaluated based on the criteria detailed in the evaluation chart in Section 2.7.

- 1) **Specification Compliance – Special Provisions in Appendix “A” (M):** By submitting a Bid, Bidders confirm their capacity to adhere to all specifications outlined in *Appendix 'A,'* which will be implemented as indicated in the map in accordance with the guidelines in *Appendix 'G.'* Bidders are required to complete the form in full, ensuring that all mandatory fields are properly filled.
- 2) **Lowest Price Evaluation as per the Form of Tender (M)(R):** Bidders must submit a total price for the Services, ensuring compliance with all specifications listed in *Appendix 'A.'* This total price must be clearly provided in the Form of Tender document, which is attached as *Appendix 'C'* to this RFT. Please note that once submitted, there will not be any subsequent opportunity to change your total price.
- 3) **Fully Executed Response Form (M):** Bidders must submit a completed Response Form as per *Appendix “B”*.
- 4) **References (M):** Bidders must provide a minimum of three (3) references for similar projects. The reference form is attached as *Appendix “D”* to this RFT. Please note that the Township reserves the right to contact these references at its discretion.
- 5) **Fully Executed Type of Equipment Form (M):** Bidders must submit a completed Response Form as per *Appendix “E”*.
- 6) **Fully Executed Sub-Contractors List (M):** Bidders are required to submit a completed list of sub-contractors, if any, as outlined in *Appendix “F”*.
- 7) **Agreement to Bond (M):** Bidders must submit an Agreement to Bond for a Performance Bond as outlined in *Appendix “H”* and section 12.

2.9 In the evaluation process of bids by the Township, the initial step involves verifying compliance with the seven (7) mandatory requirements outlined in section 2.8 of this RFT. Should a bid fail to meet any of these mandatory requirements, it will be considered non-compliant and subsequently disqualified. Only bids that successfully



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meet all seven (7) mandatory requirements will proceed to be evaluated by the Administrator in accordance with the criteria specified in section 2.7 of this RFT.

- 2.10 This RFT details in sections 4, 13 and 14 the procedure for progressing potential recommendations and contracts subsequent to the Evaluation Committee's scoring of Bids. Upon the Township's Council affirming the highest scoring compliant Respondent, it is expected that a contract, in the form provided in *Appendix "I"* of this RFT, will be executed with the successful Bidder within thirty (30) days. Should the parties fail to finalize such an agreement within this timeframe; this arrangement will be considered terminated, with no financial liability to either party. In such an event, the Township reserves the right to initiate negotiations with the next highest scoring Bidder or opt to conclude this RFT process entirely.
- 2.11 Bidders, by submitting their respective Bids, acknowledge and agree that each of their Bids constitutes an offer to supply the Township with the required Services in accordance with the Specifications outlined in *Appendix "A"* of this RFT, at the price stated in their respective Bid Submissions. They further commit to keeping these offers open and honoring them should the Township's Council accept the offer by passing a resolution and by-law to enter into a Contract with a Bidder.
- 2.12 Bidders, through the submission of their respective Bids, acknowledge and agree that the mere recommendation of a potential contract by the Administrator of this RFT to Council does not constitute the formation of a contract for the supply of the required Services to the Township. Such a Contract will only come into effect upon the passage of a resolution and by-law by Council, which Council may choose to pass or not, at its sole discretion (as specified in Section 4 of this RFT).
- 2.13 While it remains the Township's prerogative in its absolute and sole discretion to exclude any RFT submission from further evaluation or consideration for having failed to meet a mandatory requirement, the Township nevertheless reserves the right, at its absolute and sole discretion, to utilize the doctrine of substantial compliance to determine that an RFT submission substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed or the proposal itself:
- (a) accomplishes a mandatory requirement using an alternative method than that envisaged by the Township; and
  - (b) the degree that the proposal is apparently non-compliant with the specified requirement is considered by the Township to be minor and not material to the overall procurement intent of this RFT.

### **3.0 DESCRIPTION OF DELIVERABLES AND SCOPE OF WORK**

- 3.1 The Township is in search of effective chlorides for dust control, as specified by the Ontario Provincial Standard Specifications #506. This standard is hereby incorporated by reference into this RFT. Additionally, the specific requirements are detailed in the Special Provisions, attached as *Appendix "A"*, which forms an integral part of this RFT.
- 3.2 Estimates for the quantities of dust suppressant and road stabilization products needed for 2024 are provided in the Form of Tender, attached as *Appendix "C"*. Bidders are required to complete this form as part of their bid submission.





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- 3.3 The Location Map, attached as *Appendix "G"* and forming part of this RFT, outlines the specific designated application areas for dust suppressants and road stabilization products in 2024.
- 3.4 Bidders must acknowledge that the quantities listed in the Form of Tender (*Appendix "C"*) are based on the Township's good faith estimates for the potential contract term. These estimates are made using the information available at the time of issuing this RFT and may be subject to change. By submitting a bid, Bidders agree to provide the Products and Application at the bid price, in the quantities and at the intervals requested by the Township on an as-needed basis throughout 2024. It is understood that the actual quantity of chlorides required in 2024 may vary from the estimates in *Appendix "C"*, and such variations shall not affect the bidder's obligation to supply the Products and Application at the price indicated in their tender.
- 3.5 The Bidder acknowledges and agrees that the Township will not be liable for any expenses, costs, losses, or any direct or indirect damages incurred or suffered by any bidder or third party due to changes in the quantities specified in the Form of Tender (*Appendix "C"*) required by the Township.

### **4.0 POTENTIAL RECOMMENDATION, POTENTIAL CONTRACT, AND CANCELLATION OF THIS RFT**

- 4.1 This RFT does not commit the Evaluation Committee of this RFT to make a recommendation to Council and does not require Council to approve a Contract with a Bidder. As confirmed by the "Acceptance and Rejection of Bids" section below, the Township reserves the right to accept or reject any or all Bids submitted under this RFT if it is determined by the Township in its sole discretion that it is in its best interest to do so. Even in the event only one (1) Bid is received, the Township reserves the right to reject it. Without limiting the foregoing, the Township reserves the right to cancel this RFT without determining a recommended Bid and without awarding a Contract if doing so is determined by the Township in its sole discretion to be in its best interest.
- 4.2 Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Project.
- 4.3 In the event that all Bids are rejected by the Township, or this RFT is cancelled without Council passing a resolution and by-law to enter into a Contract, the Bidder hereby agrees that the Township shall in no manner be responsible for the payment of any costs incurred in the preparation for the Tender and the Bidder does hereby release the Township, including their respective Mayor, councilors, employees, officers, legal counsel and agents from and against any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which arise out of or are in any way related to the preparation and submission of a Bid to this RFT.
- 4.4 The issuance of this RFT does not commit the Township to awarding a Contract. Whether or not Council passes a resolution and by-law to enter into a Contract is entirely at the discretion of Council and cannot be pre-judged or guaranteed. In the event that there is a staff recommendation made by the Administrator of this RFT, such recommendation is non-binding, and is subject to Council consideration.
- 4.5 In the event Council considers but does not approve a recommendation made by the Administrator of this RFT for any reason whatsoever and Council proceeds to cancel this RFT, the Bidder hereby agrees that the Township is in no manner responsible for the payment of any costs incurred as a result of Council's decision or in the preparation for the Tender, and the Bidder hereby releases the Township, including their respective Mayor, councilors, employees, officers, legal counsel or agents from any claims, actions, losses, expenses, costs or



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damages of every kind and nature whatsoever which in any manner arises out of or is in any manner related a Bidders' preparation and submission of a Bid for to this RFT.

### **5.0 ACCEPTANCE AND REJECTION OF BIDS**

5.1 The Township reserves the right in its sole and absolute discretion to:

- (a) Make public the names of any or all Bidders;
- (b) Verify with any Bidder or with a third party any information set out in its Bid;
- (c) Waive minor formalities and accept Tenders which substantially comply with the requirements of this RFT, but the Township shall not allow any blank space in any Tender to be filled in after the Closing Date and Time;
- (d) Accept or reject any Bid which in the view of the Township is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Township considers unbalanced, or which is accompanied by an Agreement to Bond issued by a surety not acceptable to the Township;
- (e) Assess the ability of the Bidder to perform any potential contract and may reject any Bid where, in the Township's sole estimation, the personnel and/or resources of the Bidder are insufficient or the list of previous comparable projects completed by the Bidder and listed in its Tender are deemed to be deficient by the Township;
- (f) Disqualify any Bidder whose Bid contains misrepresentation or any other inaccurate or misleading information;
- (g) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFT;
- (h) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner determined by the staff Administrator of this RFT in his sole and absolute discretion and prior to the Closing Date and Time;
- (i) Accept any Bid in whole or in part;
- (j) Reject any or all Bids, including without limitation the lowest Bid;
- (k) Recommend to Council any Bid which the Township in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in this RFT or herein; and/or
- (l) Reject any Bid from any person or corporation, or any person or corporation which has a non-arm's length relationship with a person or corporation who currently has or has in the past, had a legal dispute, claim or legal proceeding against the Township with respect to any contracts, bid submissions or business transactions.

5.2 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances the Township shall be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Township any of its express or implied rights under this RFT.

### **6.0 DATE OF COMPLETION**

6.1 The Services must be completed by **June 28, 2024**.





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- 6.2 Requests for extensions of time may be considered if the Township deems that exceptional circumstances justify such an extension. Whenever feasible, a written notice of at least fifteen (15) days must be provided to the Township to request such an extension. The final decision on granting an extension rests solely with the Township and will be made at their discretion.

### **7.0 LEGAL CLAIMS**

- 7.1 No Tender will be accepted from any individual, person, or entity which has a claim or has instituted a legal proceeding against the Township, or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

### **8.0 QUESTIONS**

- 8.1 Questions related to the Tender Documents shall be emailed to the Manager of Public Works ([ccahill@adelaidemetcalfe.on.ca](mailto:ccahill@adelaidemetcalfe.on.ca)) for clarification with respect to this RFT, and must be submitted no later than **January 22, 2024, by 12:00 p.m.** in order that Township staff may have sufficient time to respond. The Township reserves the right to extend the deadline for questions if required regarding this RFT.
- 8.2 The Township reserves the right to revise this RFT up to the final date for the deadline for receipt of Bids.
- 8.3 Any necessary Addenda to this RFT will be posted on <http://www.adelaidemetcalfe.on.ca/> only. The Township at its discretion may or may not change the date for Bid submissions depending on the date and extent of any Addenda.
- 8.4 During the Tendering stage, to ensure transparency and quality of information provided to Bidders, enquiries received and the replies to such enquiries, if any, will be provided in writing in an Addendum, which will be made available to all Bidders and posted on <http://www.adelaidemetcalfe.on.ca/>, without revealing the source of the enquiry. Bidders should reference as accurately as possible the numbered item of the Tender to which the enquiry relates.
- 8.5 It is the sole responsibility of each Bidder to check the aforementioned website often to review any Addenda. The onus is unequivocally on the Bidders to ensure that they have reviewed all Addenda prior to submission of their Bids. The Township is not responsible or liable whatsoever for misdirected notices of solicitations or for misdirected Addenda.
- 8.6 The Bidders are solely responsible to make any adjustments to their Bid required as a result of the Addenda and ensure that the re-submitted Bid is RECEIVED by the Township no later than the Closing Date and Time.
- 8.7 Late Bids are not permitted.

### **Disclaimer:**

*The Township makes every effort to keep its website up and running smoothly, due to the nature of the Internet and the technology involved, the Township assumes no responsibility or liability whatsoever for any temporary interruptions to, or unavailability of its website due to any technical or other issues which are beyond the control of the Township, or for any loss, injury or damage suffered by any party which may result from accessing or*



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using the website, or from any inability to use or access this website for any reason whatsoever. The Township will not be liable for any false, inaccurate, outdated, inappropriate or incomplete information presented on the website and assumes no responsibility for any damages arising out of the use of the website.

### **9.0 ACCOMODATIONS FOR BIDDERS WITH DISABILITIES**

- 9.1 In accordance with the Ontario *Human Rights Code* (“**HRC**”), *Ontarians with Disabilities Act, 2001* (“**ODA**”) and *Accessibility for Ontarians with Disabilities Act, 2005* (“**AODA**”), the Township will accommodate for a disability, ensuring full and equitable participation throughout the bid process.
- 9.2 If a Bidder requires this RFT in a different format to accommodate a disability, the Respondent must contact the staff Administrator as soon as possible and in any event prior to the Closing Date and Time. The RFT in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

### **10.0 RESPONSE FORM**

- 10.1 All Bids shall be in the form specified in the Response Form (*Appendix “B”*). The Response Form shall be included in the Bidder’s submission and delivered to the Township’s Administration Office.
- 10.2 The Bidder shall furnish in the space provided in the Form of Tender. Bid submissions which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.
- 10.3 Bidders must complete the Response Form in its entirety; otherwise, the Tender may be rejected due to an incomplete Bid. Should any uncertainty arise as to the proper manner of completing the Response Form, the Bidder may submit a question by e-mail to the staff Administrator ([ccahill@adelaidemetcalfe.on.ca](mailto:ccahill@adelaidemetcalfe.on.ca)).

### **11.0 CONFIDENTIALITY**

- 11.1 The Respondent acknowledges that any and all information relating to the business and affairs of the Township that is not a matter of public record is confidential.
- 11.2 All documentation submitted to the Township by Respondents to this RFT is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (“**MFIPPA**”), which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Township Clerk has been designed by Council to make privacy determinations in accordance with *MFIPPA*.
- 11.3 All Bids **shall** be submitted by the Respondent on the understanding that the Bids shall become the property of the Township, and may be made public by the Township as part of a public Council agenda. Should a Respondent believe that their Bid contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Bid that are so affected in his/her/its Bid. In the event such statement is made in a Bid, the Township will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Respondent does hereby fully release and hold harmless the Township, including their



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respective Mayor, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Bid, including proprietary and personal information, in the event the Bid is considered at a Township Council meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

### **12.0 PERFORMANCE BOND**

- 12.1 Bids must be accompanied by an Agreement to Bond for a Performance Bond of \$5,000.00, made payable to "The Corporation of the Township of Adelaide Metcalfe."
- 12.2 This Agreement to Bond must be underwritten by a surety company licensed to operate in Ontario.
- 12.3 The successful bidder will subsequently cover all Performance Bond-related expenses. Note that the Township will not pay interest on the bond deposit.
- 12.4 The Township will accept only those Agreement to Bond forms that comply with the exemplar in *Appendix "E,"* fully executed by a qualified surety in Ontario.
- 12.5 Should your bid be successful and a contract awarded by Council, you are then obliged to provide the actual Performance Bond of \$5,000.00 as outlined in this RFT's section 12. The Performance Bond, conforming to the form in *Appendix "H"* or another commercially acceptable format, must be delivered within ten (10) days of the potential contract's approval and before any work begins. Failure to submit the Performance Bond will be considered a fundamental breach, allowing the Township to terminate the contract. The Performance Bond will be retained until the Services are completed, which will be confirmed in writing by the Project Manager. Upon such confirmation, the Performance Bond will be returned without delay. Note that at the bidding stage, only the Agreement to Bond is required; the actual Performance Bond is necessary only upon contract execution.

### **13.0 POTENTIAL RECOMMENDATION**

- 13.1 Subject to the Township's reserved rights and privileges set out in this RFT, including the right to accept or reject any Bid, including the lowest Bid, and subject to the Township Council's sole, unfettered and absolute discretion to award of any potential Contract, any recommended Bid shall be the compliant Bid with highest score in accordance with the scoring criteria set out in section 2.7.
- 13.2 Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Project at any time.

### **14.0 AWARD OF POTENTIAL CONTRACT**

- 14.1 In the event a Recommendation is made by the Manager of Public Works, and Council, at its discretion, passes a resolution and by-law approving a contract with a Respondent, the Township reserves the right, in its discretion, to modify the terms in the attached Form of Contract, as set out in *Appendix 'I,'* while striving to keep the modifications substantially in line with this form.



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**15.0 CLOSING DATE AND TIMELINE**

15.1 Tenders must be received by 12:00 p.m. EST on January 31, 2024.

15.2 Timeline of RFT Events below:

Event	Date
Posting of this RFT	January 15, 2024
Final date for submission of clarification questions (by 12:00 p.m. EST)	January 22, 2024
Deadline for receipt of proposals (by 12:00 p.m. EST)	January 31, 2024
Potential Date for Contract consideration  <i>Please Note: It is expected that Township Council may contemplate awarding a contract at its meetings scheduled for a date in February 2024. However, please be aware that this timeline is entirely subject to change at the Township's sole discretion. In the event of any alterations to this schedule, no notice will be issued to any Bidder.</i>	<i>Anticipated to be February 2024</i>
Completion Date	June 28, 2024

## **APPENDIX "A"**

### **SPECIAL PROVISIONS**

#### **1.0 STANDARD REQUIRED SPECIFICATIONS**

- 1.1** The Respondent shall supply chlorides for dust control purposes which are considered to be magnesium and calcium chloride (minimum 18%) governed under the Ontario Provincial Standard Specifications #506.
- 1.2** The Respondent shall deliver liquid product in truckload quantities to the Township, under normal conditions, given one (1) full day advance notice.
- 1.3** The Township may request less than truckload deliveries to satisfy special situations. In such cases, the Respondent and Township will arrange mutually suitable times. If applicable, the Respondent will notify the Township in advance if any extra changes apply to cover less than truckload shipments.
- 1.4** The application(s) of any type of dust suppressant shall meet OPSS Specification #506 including full pressure application systems. The quote is to be based on supply and application of full truckload units.
- 1.5** For the purposes of this RFT, the effective chlorides for dust control purposes are considered to be magnesium and calcium chloride (minimum 18%) by mass in the solution(s) being tendered.
- 1.6** 35% Calcium Chloride: 1 Flake Equivalent Ton = 325.7 Gallons = 1480.7 Litres; Flake Metric Tonne = 359.04 Gallons = 1632 Litres
- 1.7** For products containing less than 35%, please state the respective combined composition of calcium and magnesium chloride (minimum 18%) by mass in the solution(s) being tendered:
- 1.8** Effective Chloride Composites: Total Effective Chloride Percentage \_\_\_\_\_%
- 1.9** For Comparison Purposes: one (1) unit of thirty-five percent (35%) Calcium Chloride = \_\_\_\_\_ unit(s) of Alternative Product (Comparison Factor).
- 1.10** The Township reserves the exclusive right to determine the ratio of equivalency when analyzing, quoted prices based on previous experience, product reliability, field performance, geographic conditions, and desired results.

**APPENDIX "B"**

**RFT# PW-01-2024 RESPONSE FORM (ACKNOWLEDGEMENT)**

**FOR THE SUPPLY AND APPLICATION OF DUST SUPPRESSANTS AND  
ROAD STABILIZATION PRODUCTS**

1. I/We have read and understand the Township of Adelaide Metcalfe RFT #PW-01-2024, 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 provide and apply the dust suppressants and road stabilization products in accordance with the required specifications issued by the Township of Adelaide Metcalfe, 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*



**APPENDIX "C"**

**FORM OF TENDER**

**FOR THE SUPPLY AND APPLICATION OF DUST SUPPRESSANTS AND ROAD STABILIZATION PRODUCTS**

**1. Prices**

**i) Liquid Calcium Chloride 35% Solution**

Supplied and Applied in Truckload Quantities

Unit of Measure	Quantity	Unit Price	Extended
Flake Tonne	300	_____	_____
		13 % HST	_____
		<b>TOTAL TENDER</b>	<b>_____</b>

**-or-**

**ii) Effective Chloride Composites**

Supplied and Applied in Truckload Quantities

Unit of Measure	Quantity	Equivalent	Unit Price	Extended
Flake Equivalent Tonne	300	_____	_____	_____
			13 % HST	_____
			<b>TOTAL TENDER</b>	<b>_____</b>

**APPENDIX "D"**

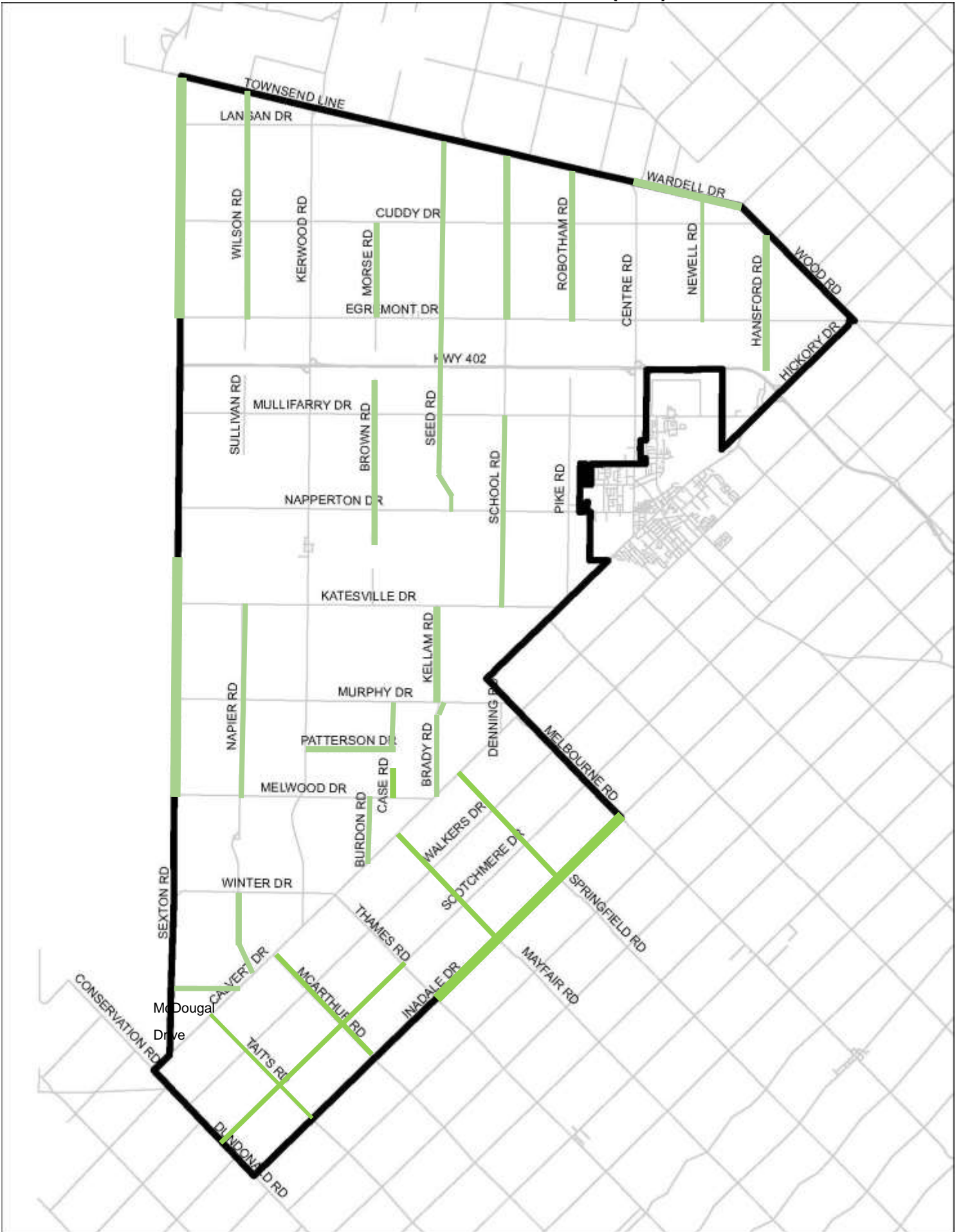
<b>LIST OF REFERENCES</b>			
<b>NAME</b>	<b>ADDRESS</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE NUMBER</b>

*Note: A minimum of three (3) references is required*





# DUST SUPPRESSANT MAP 2024 ("G")



**APPENDIX "H"**

**AGREEMENT TO BOND (Performance Bond)**

We, the undersigned, hereby agree to become bound as Surety for:

\_\_\_\_\_ in a Performance,

Bond totaling **FIVE THOUSAND DOLLARS (\$5,000.00)** is required for the supply and application of dust suppressant and road stabilization in 2024, as outlined in the RFT #PW-01-2024. This bond ensures the successful performance of the performance of the Project, contingent upon the Township Council passing a Resolution and By-law to enter into a Contract with the Successful Bidder.

\_\_\_\_\_  
\_\_\_\_\_

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

(Company Seal)

\_\_\_\_\_  
*NAME OF BONDING COMPANY*



---

Signature of  
Authorized Person  
signing for the  
Bidder

---

Position

**APPENDIX "I"**

**FORM OF POTENTIAL CONTRACT**

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (hereinafter, the "Effective Date")

**BETWEEN:**

\_\_\_\_\_  
(hereinafter, called the "Consultant")

**OF THE FIRST PART**

**-and-**

**THE CORPORATION OF THE TOWNSHIP OF ADELIADÉ METCALFE**

(hereinafter, called the "Client" or "Township")

**OF THE SECOND PART**

**WHEREAS**

- A. The Township is a lower-tier municipality, local municipality and municipality as defined by the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced (the "*Municipal Act*");
- B. Pursuant to section 9 of the *Municipal Act* municipalities have the capacity, rights, powers and privileges of natural persons, which includes the power to do things that natural persons can do, such as enter into contracts;
- C. Pursuant to section 5 the *Municipal Act*, municipalities exercise power through the passing of resolutions and by-laws of their respective Council; and
- D. Council for the Township has passed a Resolution and By-law entering into this Agreement with the Consultant for the provision of dust suppressants and road stabilization products following Request for Tender #PW-01-2024.

**NOW THEREFORE** in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

**1.0 INCORPORATION OF RECITALS**

**1.1** The Parties agree that the above recitals are true and hereby incorporated into this Agreement by reference.

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## 2.0 DEFINITIONS

In addition to terms defined elsewhere herein, the following terms have the following meanings in this Agreement:

- 2.1 “**Addenda**” means any addenda to RFT #PW-01-2024.
  - 2.2 “**Contract**” means this Agreement, formed upon the passing of a resolution and by-law passed by Council, for the Consultant to provide dust suppressant and road stabilization Products and Application.
  - 2.3 “**Contract Documents**” means this Agreement inclusive each of its Schedules, the RFT and its Appendices, any documents incorporated by reference into the RFT, and the Consultant’s Tender.
  - 2.4 “**Council**” means the Municipal Council for the Township of Adelaide Metcalfe.
  - 2.5 “**Effective Chloride Composites**” means liquid solutions containing a minimum combination of calcium and magnesium by mass of eighteen percent (18%).
  - 2.6 “**Liquid Calcium Chloride**” means liquid calcium chloride solution containing a minimum of thirty-five percent (35%) by mass of pure Calcium Chloride.
  - 2.7 “**Location Map**” means the Location Map attached as *Appendix “G”* to the RFT, which identifies the Township roads where the dust suppressant and road stabilization products shall be applied in 2024.
  - 2.8 “**Performance and Labour and Material Bond**” means the means the five-thousand dollar (\$5,000.00) security deposited as a bid bond in the Consultant’s Bid submission, which will be retained by the Township and become a Performance Bond and Labour and Material Bond for the provision and application of dust suppressant and road stabilization products identified in the Special Provisions of the RFT.
  - 2.9 “**Products and Application**” means the dust suppressant and road stabilization products to be requested and applied in 2024 as set out in section 5.1 of this Agreement.
  - 2.10 “**RFT**” means Request for Tender #PW-01-2024, inclusive of its Appendices and documents incorporated by reference.
  - 2.11 “**Special Provisions**” means the special provisions forming part of the RFT as *Appendix “A”*.
  - 2.12 “**Standard Specifications**” means the Ontario Provincial Standard Specifications #506, which are incorporated by reference into this RFT, and other specifications referenced in the Special Provisions (*Appendix “A”*) of the RFT.
-

**2.13** “Tender”, “Bid”, or “Bid submission” means the Consultant’s Tender, Bid, and/ or Bid Submission to RFT #PW-01-2024.

**2.14** “Term” means the Effective Date of this Agreement through June 28, 2024, as set out in section 4.1 of this Agreement.

### **3.0 ORDER OF PRECEDENCE**

**3.1** In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

- (a) This Agreement;
- (b) Addenda to the RFT;
- (c) The RFT;
- (d) Special Provisions of the RFT (*Appendix “A”*) of the RFT;
- (e) Location Map (*Appendix “G”* to the RFT); and
- (f) The Consultant’s Bid in response to the RFT

### **4.0 CONTRACT TERM**

**4.1** The Term of this Agreement shall commence on the Effect Date and expire on June 28, 2024.

### **5.0 SUPPLY OF DUST SUPPRESSANTS AND ROAD STABILIZATION**

**5.1** The Township may, as needed, request dust suppressant and road stabilization products specified in the Special Provisions of the RFT (*Appendix “A”*). The Consultant shall provide these products at intervals and quantities determined by the Township and apply them to the roads identified in the Location Map of the RFT (*Appendix “G”*) throughout the Term of this Agreement.

**5.2** The products provided by the Consultant must conform to the Special Provisions (*Appendix “A”*) of the RFT and be applied with the level of care, skill, and diligence expected of professional and responsible applicators.

**5.3** The Consultant shall provide the Products and Application at the price per litre stated in their Tender.

**5.4** The Consultant acknowledges that the quantities listed in the RFT are good faith estimates based on information available at the time of issuance and may change. The actual quantity required by the Township during the Term may vary, and such changes will not affect the Consultant’s obligation to supply the products at the intervals, quantities, and price stated in the Tender. The Consultant also understands that the Township is not liable for any costs or damages incurred due to these quantity changes.

**5.5** The Consultant is responsible for ensuring all vehicles used for delivery and application are in safe, proper operating condition, and that all carriers are licensed, trained, and insured. All loads must comply with the gross weight and axle weight laws of the Province. The application of dust suppressant to the road base must be done using a controlled pump to ensure consistent application, with a minimum application width of 3.35 meters or an approved equivalent.

## **6.0 SECURITY**

**6.1** In their Bid Submission, the Consultant provided an Agreement to Bond. Following the signing of this Agreement, they are obligated to furnish the actual Performance Bond in the amount of five thousand dollars (\$5,000.00) within ten (10) days. This bond will serve as security for the provision and application of dust suppressant and road stabilization products, as outlined in the Special Provisions of the RFT.

## **7.0 PAYMENT**

**7.1** Payment for Services will be made by the Township upon successful delivery, inspection, and acceptance of the dust suppressant and road stabilization products. Payments will be processed following the presentation of an invoice that accurately details the goods provided.

**7.2** Unless specified otherwise in the invoice, payment terms are within thirty (30) days. This period is calculated from the later of two dates: the date the invoice is received or the date when the goods are delivered and accepted.

**7.3** The Consultant agrees and warrants that no costs identified in its Tender will be exceeded without express written approval from the Township. All prices in the Proposal represent an upper limit per litre, beyond which no additional payment will be made. The Consultant also acknowledges and agrees to adhere to all conditions as outlined in the Special Conditions of the RFT.

**7.4** The Consultant is obligated to adhere to the prices as submitted in response to the RFT.

## **8.0 INVOICES**

**8.1** Invoices for monies due on this Agreement shall be delivered to the Township at the address shown on the signature page of this Agreement.

**8.2** Payments may be deferred at the Township's election if the following information is not shown on the invoice:

- (a) Amount for the total invoice
- (b) H.S.T. amount
- (c) Date of invoice
- (d) Complete product description
- (e) Purchaser's name and ship to address
- (f) Purchase Order Number.

**8.3** The Consultant must provide a packing slip for all delivered goods or materials. This slip should clearly display the official Purchase Order number associated with the delivery and provide detailed information about the items being delivered, including the quantity, weight, length, or volume, as applicable, for each type of item.

## **9.0 INDEPENDENT CONTRACTOR**

**9.1** The Consultant acknowledges that when providing and applying dust suppressant and road stabilization products as specified in the RFT, neither the Consultant nor any of its personnel or retained sub-consultants are considered employees, servants, or agents of the Client.

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**10.0 EMPLOYEES/OCCUPATIONAL HEALTH AND SAFETY/WORKPLACE INJURIES**

**10.1** The Consultant warrants that the provision of Products and Application by the Consultant shall be carried out in a manner that is in conformity with the *Occupational Health and Safety Act* and other legislative or legal requirements; he/she/it shall ensure that all of its employees or permitted sub-consultants are qualified in competency-based training standards to deliver the Products and Application described in this Agreement; he/she/it shall demonstrate to the Municipality the Consultant's establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation and safety requirements; and he/she/it shall ensure that all employees and permitted consultants providing Services at all times, adhere to all applicable laws, health and safety standards and industry standards. The Consultant hereby acknowledges and agrees that that he/she/it shall be fully responsible and for any and all work related injuries of its employees or permitted sub-consultants and agrees that where the provisions of the *Occupational Health and Safety Act* of Ontario and Regulations apply to the Services provided, all of the responsibilities and obligations imposed under the Act must be assumed by the Consultant.

**11.0 CONFIDENTIALITY**

**11.1** The Consultant acknowledges that any and all information relating to the business and affairs of the Client that has not been disclosed on a public agenda of a Council meeting is confidential. Unnecessary access, unreasonable access, copying, duplication, publication or any other means of communication of Client information is strictly prohibited. The Consultant shall ensure that all information of the Client.

**12.0 INDEMNIFICATION**

**12.1** The Consultant shall be fully responsible for the provision of Products, Services and Application by the Consultant and any sub-consultants.

**12.2** The Consultant does hereby release, indemnify and hold completely harmless the Client and each of its respective Mayor, Councillors, employees, officers, agents, and legal counsel from and against any and all liability, including all actions, claims, costs (including legal costs), damages, demands, expenses, judgments, losses, proceedings, suits arising from or related to: (i) the Consultant's failure to exercise reasonable care or diligent performance of any delivery of Services, Products and Application performed or rendered by the Consultant, its agents, officials, employees, sub-consultants, officials and employees arising from this Agreement; (ii) the Consultant's failure to comply with the terms, covenants or provisions of this Agreement; (iii) all costs attributable to any breach of contract by the Consultant; and (iv) the negligent acts, errors or omissions of the Consultant, its employees, officers, agents or sub-consultants in the performance of this Agreement.

**13.0 INSURANCE****13.1 The Respondent Comprehensive General Liability and Automobile Insurance:**

The Consultant shall carry a Commercial General Liability ("CGL") Insurance policy with coverage in an amount not less than five million dollars (\$5,000,000.00) per occurrence for general liability, contractual liability, products & completed operations, bodily and personal injury (including death), damage to property (including loss of use thereof), environmental damage and losses arising from the Products and Application and automobile insurance for both owned and non- owned vehicles. The automobile insurance coverage shall provide for third party liability and accident benefits insurance and covering licensed vehicles. The CGL shall contain both cross liability and severability of interest clauses.

**13.2 Errors and Omissions Insurance**

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The Consultant shall carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its work in an amount determined to be appropriate by the Township, underwritten by an insurer licensed to conduct business in the Province of Ontario. The Errors and Omissions coverage shall be in force for each year of any potential contract and renewed for three (3) years post termination of this Agreement.

### **13.3** Proof of CGL, Automobile & E&O Insurance

Prior to the delivery of the Products and at any time upon request of the Client, the Consultant shall provide the Client with proof of the above-noted insurance coverage on a Certificate of Insurance acceptable to the Client.

### **13.4** Coverage Change by Consultant:

The insurance policies set out in Section 13.1 above shall be endorsed to provide that the coverage shall not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

### **13.5** Increased Coverage for Project

The Township trusts that as a business operator, the Consultant carries appropriate insurance coverage for the Project without increased fees to the Township. In the event the Client makes a request to have the amount of coverage increased or for the Client to obtain other special insurance for the Project, then the Consultant shall endeavor forthwith to obtain such commercially reasonable increased or special insurance at the Consultant's expense.

### **13.6** WSIB Certificate

Prior to the provision of dust suppressant and road stabilization Products and Application, the Respondent shall provide to the Township a satisfactory clearance certificate from the Workplace Safety Insurance Board both prior to the commencement of work and at any time during the Project, stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid and that coverage of its workers is valid. If the Consultant is a sole proprietor, an Independent Operators Ruling is required. The Successful Respondent shall download the Form that corresponds to the classification of Work for which this RFP is the subject from the Workplace Safety and Insurance Board site at: <http://www.wsib.on.ca> and submit the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Township prior to commencement of the Work. The Successful Respondent shall maintain such Insurance or pay such assessments as will protect the Successful Respondent and the Township from claims under *Workplace Safety and Insurance Act* and from any other claims for damage from personal injury (including death), and property damage which may arise from a Successful Respondent's work under contract. In the event a Successful Respondent is exempt from WSIB or has opted out, confirmation of Employer's Liability Insurance in the amount of \$2,000,000.00 is required. Such coverage can be confirmed on a Certificate of Insurance form deemed acceptable by the Township.

## **14.0** **ASSIGNMENT**

### **14.1** The Respondent shall not assign or transfer this Contract or any part thereof, without the written consent of the Township, duly approved and executed.

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**15.0 TERMINATION**

- 15.1 This Agreement may be terminated by the Township at any time without cost or penalty.
- 15.2 The Consultant has the option to terminate this Agreement by giving the Township a 90-day written notice. If the Consultant chooses to terminate the Agreement using this provision, the Township may, at its discretion, retain the Performance Bond to facilitate the procurement of a new consultant.

**16.0 NOTICE**

- 16.1 Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be ‘in writing’ and shall be deemed effective if and at the time delivery is confirmed to the e- mail addresses of the representative officer of a party listed below or to such other e- mail address as provided by a party in writing during the course of this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effected if delivered by registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during the course of this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.

Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attn: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**To The Township of Adelaide Metcalfe**  
Address: 2340 Egremont Dr. R.R.#5, Strathroy, ON N7G 3H6  
Attn: Coulter Cahill, Manager of Public Works  
E-mail: [ccahill@adelaidemetcalfe.on.ca](mailto:ccahill@adelaidemetcalfe.on.ca)

or to any other address as any party may at any time advise the other of, in writing.

**17.0 SUCCESSORS, SUBCONTRACTORS AND ASSIGNS**

- 17.1 This Agreement shall extend to, benefit and bind the parties thereto, their successors, sub-contractors and permitted assigns, respectively.

**18.0 SEVERABILITY**

- 18.1 Should any provision or provisions of this Agreement be determined to be void or unenforceable in whole or in part, it or they shall be deemed not to affect or impair the validity or enforceability of any other provision and it or they shall be considered separate and severable from the Agreement and its remaining provisions which shall remain in force and be binding on the parties.

**19.0 AMENDMENT**

**19.1** This Agreement may not be amended or modified except by written instrument executed by both parties.

**20.0 VOLUNTARY AGREEMENT**

**20.1** The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

**21.0 GOVERNING LAW**

**21.1** This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

**22.0 COUNTERPARTS**

**22.1** This Contract may be executed and initialed by the Parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties and meets the requirements of the *Electronic Commerce Act 2000*, S.O. 2000, c. 17, as amended or replaced. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS THEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

**THE TOWNSHIP OF ADELAIDE METCALFE**

Address for Service:

Township of Adelaide  
Metcalf 2340 Egremont Dr.  
R.R. #5  
Strathroy, Ontario  
N7G 3H6

Per: \_\_\_\_\_  
Mayor, Susan Clarke

Per: \_\_\_\_\_  
Clerk, Mike Barnier

*We have authority to bind the Corporation*

**## NAME CONSULTANT ##**

Date: \_\_\_\_\_, 2024

Per: \_\_\_\_\_

Per: \_\_\_\_\_

*We have authority to bind the Corporation*