



THE CORPORATION OF THE TOWNSHIP OF ARMOUR

**TENDER FOR THE SUPPLY, DELIVER, BLEND AND STOCKPILE IN SAND SHED
3,000 TONNES OF SCREENED WINTER SAND**

**Sealed tenders clearly marked “2026-04 WINTER SAND”
will be received by the undersigned**

Deadline for Submission: Tender Closing at: 10:00 a.m., Thursday, October 08, 2026

**Tender opening at: 10:15 a.m., Thursday, October 08, 2026
In Armour Municipal Council Chambers**

**Awarding of tenders will be made by Council
at the regularly scheduled meeting on Tuesday, October 13, 2026**

Project completion Date: Thursday, November 19, 2026

All tenders to be presented on forms contained in this document to:

**Township of Armour
c/o Dave Creasor, Road Supervisor
PO Box 533
56 Ontario Street
Burk's Falls, ON P0A 1C0
705-382-3332 – Municipal Office
705-382-5982 – Municipal Garage**

Lowest or any tender not necessarily accepted

Please note that faxed and email tenders are not acceptable

TENDERING PROCEDURES

All inquiries concerning the tender, prior to closing, shall be directed to:

Dave Creasor, Road Supervisor
Township of Armour
PO Box 533, 56 Ontario Street
Burk's Falls, ON P0A 1C0
Phone: 705-382-3332 - Municipal Office
Phone: 705-382-5982 - Municipal Garage
Email: roads@armourtownship.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Tender before presenting the submission.

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFT document will be responded to and shared with other Proponents via an addendum, as described herein. Proponents are notified that any errors or omissions in the Tender may render the Tender invalid.

Acceptance notification will be by telephone and written form of notice to the address of the Contractor used on the bid forms. The date of acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.

COMPLETION DATE

The Contractor shall complete the work by: **Thursday, November 19, 2026**

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the work.

BASIS OF PAYMENT

Payment will be made in response to the Contractor's invoice. This payment will be made when all work has been completed to the satisfaction of the Road Supervisor. Payment shall be based on the actual quantity, in tonnes, of Winter Sand supplied, mixed and stockpiled to the satisfaction of the Township. The Contractor shall provide documentation acceptable to the Road Supervisor in order to verify the quantity of Winter Sand delivered. The unit price per tonne shall include all costs associated with supplying, screening, hauling, loading, handling, mixing and stockpiling the Winter Sand, including the handling and incorporation of the Township-supplied road salt. Payment shall be based on the actual quantity supplied, mixed, stockpiled and accepted by the Township.

TENDER EVALUATION

Tenders that comply with the terms, conditions and specifications as outlined in the Tender will be evaluated on the basis of:

- Price (within allocated budget)
- Availability to perform the work and/or supply goods
- Previous performance and safety evaluations

The Township reserves the right to reject any or all Tenders for reasonable cause and to accept any Tender if considered in the best interest of the Township. The lowest or any tender not necessarily accepted.

Any award on this Tender is conditional upon the Successful Bidder entering into an agreement to perform the goods and/or services as required by this Tender, within such time period as is satisfactory to the Township. Failing this, the Township reserves the right to cancel the award and then re-award this Tender in whole or in part to any other Bidder, without any liability to the Successful Bidder, or to cancel this Tender in its entirety.

Respondents not initially selected as the Successful Bidder hereby commit themselves, subject to notification by the Township to execute documentation as aforesaid up to sixty (60) days following the date of opening of their Tenders.

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter or by printer.
2. Tender must be in possession of the municipality by the closing date and time.
3. Late Tenders will not be accepted.
4. Tender must be on the municipal bid form provided.
5. The Tenderer must provide a unit price for the complete scope of work described in this Tender.
6. The Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
7. Tender must not be restricted or modified in any way.
8. Tenders by fax or email will not be accepted.
9. The lowest priced Tender will not necessarily be accepted.
10. The Township reserves the right to request clarification or supplementary information concerning a Tender from any Proponent.

FIRM PRICES

Tenders submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than thirty (30) days.

All prices shall be inclusive of all costs such as but not limited to the cost of goods/services, overhead and profit, shipping and any other costs which should be known but net of taxes. Taxes on the total costs should be shown separately.

All prices shall be F.O.B delivered and applied to job location as specified.

RIGHT TO ACCEPT OR REJECT SUBMISSIONS

The Township does not bind itself to accept any Tender and may proceed as it, in its sole discretion, determines, following receipt of the Tenders.

The Township reserves the right to:

1. Accept or reject any or all of the proposals.
2. If only one proposal is received, elect to reject it.
3. Reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFT.
4. To waive irregularities and formalities at its sole and absolute discretion.

NON-PERFORMANCE

The Contractor will provide one week's notice for delivery, unless otherwise directed by the Road Supervisor. Any damages resulting from failure to supply product as required will be the responsibility of the Contractor.

UNENFORCEABLE PROVISION

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

SUBCONTRACTING

The Successful Proponent hereby understands and agrees that any or all Subcontractors hired to perform within the scope of this Tender are subject to all terms and conditions stated within, including and not limited to insurance requirements, and the Successful Proponent shall be held accountable.

The Successful Proponent shall ensure that all Subcontractors selected have experience in the Subcontract work described within the Tender documents, and that they will execute their work with competence and within the required time frame.

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender shall be included in the documents submitted.

CONTRACTORS TO INVESTIGATE

Contractors must satisfy themselves by personal examination of the Township Sand Shed in order to assess the methods and general requirements of the work.

CONTRACTORS EXPERIENCE, ABILITY, CAPITAL AND PLANT

The Township expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, capital and plant to enable them to prosecute and complete the contract successfully. Contractors must be authorized to do business in Canada and the Province of Ontario.

In order to aid the Township in determining the responsibility of each Contractor, the following statements are required and included as part of the Form of Tender:

Statement "A": Stating the Contractor's experience in similar work that was successfully completed.

Statement "B": Giving the name and address of each proposed Subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

Statement "C": List of Suppliers.

STATEMENT "A" – Contractor's experience for references

STATEMENT "B" – List of Subcontractors

STATEMENT "C" – List of Suppliers

INSURANCE REQUIREMENTS

The Successful Proponent shall deliver, within 10 days of notification of acceptance and prior to the commencement of work, a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, in the form of a certificate from his/her insurance company.

Commercial General Liability

The Successful Proponent shall maintain and pay for Commercial General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use. The policy shall include the Township of Armour as an additional insured and contain a cross-liability clause.

Automobile Liability Insurance (If Applicable)

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent. The policy shall include the Township of Armour as an additional insured and contain a cross-liability clause.

All insurance policies referenced in this section shall be maintained in good standing throughout the duration of the Agreement and cannot be cancelled or permitted to lapse unless the insurer notifies the Township in writing at least 30 days prior to the effective date of cancellation or expiry. The Township reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Township may reasonably require.

WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Successful Proponent shall, at their own expense, within ten (10) days of notification of acceptance and prior to the commencement of work, obtain and maintain a Certificate of Clearance/Good Standing from the Workplace Safety and Insurance Board and provide a copy to the Township. The certificate shall remain valid throughout the duration of the Agreement.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

ERRORS & OMISSION

It is understood, acknowledged and agreed that while this Tender includes specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information in this Tender, the information is not guaranteed by the Township to be comprehensive or exhaustive. Nothing in the Tender is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Tender. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the Tender and/or Agreement.

INDEMNIFICATION

The Successful Proponent shall indemnify and hold harmless the Township, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the Township are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

FORCE MAJEURE

Neither the Township nor the Contractor shall be liable for failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by an event beyond the reasonable control of the affected party, which could not reasonably have been anticipated, prevented or overcome through reasonable diligence.

Such events may include, but are not limited to, fire, flood, natural disaster, war, acts of public authorities, or other extraordinary events beyond the reasonable control of the affected party.

Force Majeure shall not include circumstances arising from the Contractor's lack of equipment, labour, materials, financing or other resources that could reasonably have been obtained or maintained, or ordinary seasonal weather conditions.

The party affected by a Force Majeure event shall provide written notice to the other party as soon as reasonably possible, including the nature of the event, its expected impact on performance and, where reasonably known, the anticipated duration of the delay. The affected party shall use reasonable efforts to minimize the effects of the event and resume performance as soon as reasonably practicable.

LOADING OF MOTOR VEHICLES

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

DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Road Supervisor, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Road Supervisor, and at the Contractor's own expense, make changes in or

substitutions for such vehicles or other equipment; or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Road Supervisor.

SPILLS REPORTING

Spills or discharge of pollutants or contaminants under the control of the Contractor and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Road Supervisor. Such spills or discharges and their adverse side effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

DEFAULT BY CONTRACTOR

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Township may terminate the contract without notice.

If the Contractor fails to comply with any request, instruction, or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws, or directives of relevant authorities relating to the work; or fails to prosecute the work with the required skill and diligence; or assigns/sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case the Township may terminate the contract upon expiration of ten (10) days from the date of written notice to the Contractor.

Any termination of the contract by the Township, as aforementioned, shall be without prejudice to any other rights or remedies the Township may have.

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

- Take possession of all of the work in progress and finish the work by whatever means deemed appropriate under the circumstances;
- Withhold any payment to the Contractor until its liability to the Township is ascertained;
- Recover from the Contractor any loss, damage, and/or expense incurred by the Township by reason of the Contractor's default, which may be deducted from any monies due or becoming due to the Contractor, and any other balance to be paid by the Contractor to the Township.

CONTRACTOR'S DISCHARGE OF LIABILITIES

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred for labour, materials, or services used or reasonably required for use in the performance of this contract on the date upon which each becomes due. The Contractor shall furnish the Township with a Statutory Declaration providing confirmation that his liabilities and those of the Subcontractors, as aforementioned, have been discharged and this shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing in the books of the board.

No payment to which the Contractor is otherwise entitled under this contract shall be due and payable to him so long as he or any Subcontractors are in default under this section, and upon such default

occurring, the Township may, in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his surety, withhold payment of the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

CONTRACT TIME AND LIQUIDATED DAMAGES

It is agreed by the parties to this contract that in the event that all the work called for under the contract is not completed by the date specified, or as extended by the Road Supervisor, a loss or damage will be sustained by the Township. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Township will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Township the sum of three hundred dollars (\$300.00) as liquidated damages for each and every calendar day delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period in excess of the prescribed date for completion.

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

CONTRACT EXTENSION CLAUSE

The term of this tender may be extended for an additional one (1) year period, subject to mutual agreement by both parties. Any extension shall be subject to a price adjustment based on the Consumer Price Index (CPI) as published by Statistics Canada, or an equivalent recognized index, applicable at the time of renewal. Both parties must agree to the extension and the adjusted pricing in writing prior to the commencement of the extended term.

ANTICIPATED START DATE

The anticipated start date for this contract will be **Thursday, October 15, 2026** at the call of the Road Supervisor and the Successful Proponent will be notified upon receipt of appropriate documentation exactly when the project will commence.

SPECIAL PROVISIONS

1. The contractor is responsible for blending the salt to the material during stockpiling at a ratio of 3%.
2. The Township of Armour will supply the salt necessary for this tender.
3. The contractor is to pile the blended material eight (8) feet on walls with a 32 degree slope up the centre of building.
4. Material to be stockpiled by means of a stacker.
5. **Must comply with OPSS.PROV 1004 NOVEMBER 2012 Table 12 Gradation (LS-602):**
6. Road Supervisor or designate to view product prior to delivery.
7. Each truck load to be scaled and ticketed.
8. All load tickets to be signed by end of each working day by Road Supervisor or designate.

TABLE 12 Gradation Requirements for Winter Sand Sieve Size Gradation (LS-602),

Percent Passing

9.5 mm 100.0
6.7 mm 97 - 100
4.75 mm 90 - 100
2.36 mm 50 - 95
1.18 mm 20 - 90
600 µm 0 - 70
300 µm 0 - 35
150 µm 0 - 15
75 µm 0 - 5.0

PRICING

Project Location: Township of Armour Sandome 564 Garage Road Burk's Falls

Overflow of Winter Sand to be placed: 100 meters adjacent to sand dome

Quantities may be adjusted by 20% + or – with no change to unit costing

NOTE: All portions of “Form of Tender” must be accurately and completely filled out.

YEAR	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
2026	Supply, deliver, mix and stockpile granite screenings or screened winter sand	tonnes	3,000		
Sub Total					
HST					
TOTAL TENDER PRICE					

FORM OF TENDER
FOR THE SUPPLY, DELIVER, BLEND AND STOCKPILE IN SAND SHED 3,000
TONNES OF SCREENED WINTER SAND

The Township of Armour wishes to procure a qualified Contractor for the supply, mixing and stockpiling of Winter Sand, including the incorporation of Township-supplied road salt, at the Township Garage.

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and email, as well the name or names of appropriate contact personnel which the Township may consult regarding the Tender.

I/We, the undersigned, have carefully examined the conditions and specifications and OPS General Conditions of Contract referred to in the provisions, and have carefully examined the site and work location under this contract. The Contractor understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

It is agreed that the quantities are estimated only and may be increased or decreased by the municipality without alteration of the price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality this form becomes the "Agreement for the Performance of Work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by: _____.

Name of Individual or Firm, hereafter referred to as the "Contractor":

Address: _____

Signature of Person Signing for Firm: _____

Date: _____

Witness or Firm Seal: _____