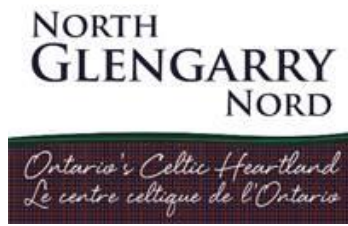


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THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Tender No. PW 2025-04

TENDER FOR ROLLAND MASSIE CROSSING APPROACH MODIFICATIONS

February 2, 2024

Corporation of the Township of North Glengarry
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TO: ALL BIDDERS

SUBJECT: ROLLAND MASSIE CROSSING APPROACH MODIFICATIONS

DETAILS: The Township of North Glengarry is seeking submissions from qualified contractors for the approach modifications in the area of the Rolland Massie Rail Crossing.

GENERAL CONDITIONS

1. TENDER SUBMISSIONS:

Please complete this document and submit it by email to pwprocurement@northglengarry.ca.

No later than 1:00:00 PM local time on June 17th, 2025.

2. TENDER BID FORM:

The tender bid form provided with this tender must be used or your tender will be rejected. Please ensure that your tender bid form is secured at the front of your submission.

3. TENDERING REQUIREMENTS:

The lowest bidder must submit a certified cheque in the amount of 10% of the total tender within 5 days of notice. The Township shall contact the lowest bidders to notify them in a timely manner.

Unsuccessful bidders will not be required to provide a deposit unless the lowest bidder fails to comply within the allotted time. The certified cheque of the successful bidder shall be retained until the Township's acceptance of the completed work.

4. DECLARATION OF INTERESTS:

The bidder shall clearly indicate any and all persons, firms or corporations, other than the bidder, that has any direct or indirect interest in the bidder being successful in this solicitation and describes the general nature of the interest.

The bidder shall clearly indicate any member of Council or employee of the Township that has any direct or indirect interest in the bidder being successful in this solicitation and describe the

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general nature of the interest.

5. ADDENDA:

Bidders may, during the tender period, be advised by addenda of required additions to, deletions from or alterations in the requirements of the tender documents.

Any/all changes as addressed in the addenda shall become an integral part of the tender documents and shall be allowed for in determining the final tendered price.

Addendums that have financial implications and have not been acknowledged on the tender form will be automatically rejected.

6. COMMUNICATIONS:

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the Corporation of the Township of North Glengarry and prospective vendors **MUST BE** in writing format via email. Bidders are encouraged to email their questions to:

Timothy Wright
Director of Public Works
(613) 551 1085
pwdirector@northglengarry.ca

Michel Currier
Manager of Transportation
(613) 525 7353
michel@northglengarry.ca

Caitlyn Spour
Public Works Administrator
(613) 525 1110 ext 233
pwadmin@northglengarry.ca

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With copy to pwprocurement@northglengarry.ca

No verbal instructions or verbal information will be binding on the Corporation of the Township of North Glengarry. Oral instructions shall not be considered valid unless they are confirmed in writing.

The Township is issuing this tender to obtain best value/dollar. The Township also reserves the right to negotiate with the successful bidder in order to meet the Township's budget restrictions. This may include the addition of components to the vehicle or removal of specified items in the tender.

7. BASIS OF REJECTION OF TENDER

Tenders that do not conform to the following requirements will be disqualified:

- 7.1.** Tender must be legible.
- 7.2.** Tender must be in possession of the Municipality by the closing date and time.
- 7.3.** Tender must be on form provided.
- 7.4.** 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.
- 7.5.** Tender must not be restricted or modified in any way.

8. SUBMITTALS

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

- 8.1.** Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000. per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to their obligations under this Agreement. Such insurance shall include but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile;

broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

8.2. Such insurance shall add the Corporation of the Township of North Glengarry as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful contractor shall indemnify and hold the Corporation of Township of North Glengarry harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether wilful or otherwise by the contractor, their agents, officers, employees or other persons for whom the contractor is legally responsible.

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

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

8.4. The successful bidder shall supply with the tender also deliver proof of WSIB coverage, within ten (10) calendar days or receiving the Acceptance Notice.

8.5. The successful bidder will supply the Township with a copy of its health and safety manual and the Contractor is expected to conform to the manual or to the Township's manual whichever is more stringent.

9. INSPECTION

The Township will review post video of repair to identify any defects in workmanship and/or materials. Defects identified will be repaired at no cost to the Township. The Township retains the right to rely on such findings in order to enforce provisions in the contract and tender. There will be no additional charge for additional video that may be required to certify that work has been completed appropriately.

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10. SCOPE OF WORK

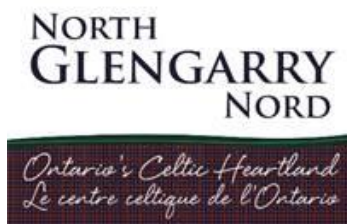
*See "Scope of Work, Rolland Massie Rd Modifications, SYSTRA Canada Reference:
22012-ITSW-0001"*

11. SPECIFICATIONS

- The relevant OPS specification will apply

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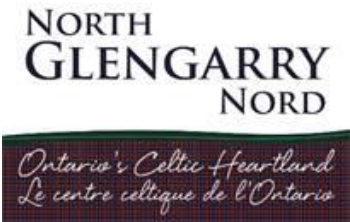
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Schedule "A"

Special Provisions

These Special Provisions shall apply and be part of the Contract and shall take precedence over all Plans and Specifications pertaining to this Contract.

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Schedule “B”

FORM OF TENDER

The Township reserves the right to accept or reject any or all tenders and to waive irregularities at its discretion. The Township reserves the right to accept a proposal other than the lowest price without stating the reasons. By the act of submitting its proposal, the bidder waives any right to contest, in any legal proceeding or action, the right of the Township to award the tender to whomever it chooses, and for whatever reasons the Township deems appropriate.

Lump Sum Price	
	Subtotal _____
	HST (13%) _____
	Total Tendered Price _____

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COMPANY INFORMATION

Company Name: _____	
Address: _____	
Telephone: _____	Fax: _____
Email Address: _____	
Date: _____	
Name: _____	Position: _____
Signature: _____	

"I have read and understand this tender package and I have the authority to bind the
Corporation/Company"

THE LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.

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AGREEMENT FOR
Tender No. PW-2025-04
ROLLAND MASSIE CROSSING APPROACH MODIFICATIONS

This AGREEMENT made the _____ day of _____ 2024.

BY AND BETWEEN

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
hereinafter called the "CORPORATION" of the First Part, and

a Company duly incorporated under the laws of the Province of Ontario and having its Head Office at

in the Municipality of

hereinafter called the "CONTRACTOR" of the Second Part,

WITNESSETH that the Corporation and Contractor undertake and agrees as follow:

The Contractor shall:

1. Execute and perform the whole of the work herein mentioned with due expedition and in a thoroughly workmanlike manner, in strict accordance with the provisions of this Contract and the said Specifications and General Conditions and the plans therein referred to, and are made part of this Contract as if embodied therein, and that in the execution and performance of the said work, the said Contractor carry out, perform, observe, fulfil and abide by all the covenants, agreements, stipulations, provisos, and conditions mentioned and contained in the said specifications and fulfilled by the said Contractor to the same extent and as fully as if each of them was set out and specifically repeated herein.

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2. Indemnify and keep indemnified and save harmless the said Corporation and each of its officers, servants, and agents from and against all actions, suits, claim executions and demands which may be brought against or made upon the said Corporation, its officers, servants and agents, and from all loss, costs, charges, liens, damages and expenses which may be paid, sustained or incurred by the said Corporation, its officers, servants and agents by reason of or on account of a consequence of the execution and performance of the said work or the non-execution or imperfect execution thereof or of the supply or non-supply of plan or material thereof.
3. Complete, as certified by the Contract Administrator, all work on or before November 15th, 2025.

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4. The said Corporation covenants with the said Contractor that if the said work, including all extras in connection there-with shall be duly and properly executed as aforesaid, and if the said Contractor shall carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulation provisions, terms and conditions of this Contract, the said Corporation will pay the said Contractor therefore the contract price mentioned in said tender (which is to apply to all extras of the character specified in the schedule of rates forming part of the said tender), such payment to be made in the manner and subject to the drawbacks, and liquidated damages mentioned in the said Special General Conditions upon estimates or certificates signed by the Township Official issued in accordance with Section GC8.02 of the General Conditions incorporated with and made part of this Contract, PROVIDED, that no money shall become due or be payable under this Contract unless and until an estimate or certificate therefore shall have been signed by the said Contractor as herein proved, the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof, PROVIDED that the said Corporation shall not be liable or compelled to pay for any extras or additional work not included in this Contract, except only in the manner and as provided for herein, PROVIDED ALSO, that the said Corporation shall not be liable or compelled to grant or issue any estimate or certificate for work rejected or condemned by the said Contractor or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship, to the written satisfaction of the said Contractor and it is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder, shall not be construed as an acceptance of any bad or defective work or material, to which the same relates, or as an admission of liability to pay any monies in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material although the condition of the same may not have been known to, or discovered by the said Contractor at the time such estimate or certificate was granted or monies paid thereon.
5. It is understood and agreed between the parties hereto as follows: That this agreement and the covenants and conditions herein, and in the said General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns, of the said Contractor and the said Corporation respectively.
6. And it is further understood and agreed between parties that the Contract Administrator has the authority granted by Council to fully administer all aspects of this Contract, up to and including termination, in accordance with the contract provisions.

IN WITNESS WHEREOF the Contractor and the Corporation have hereto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf on the day first above written.

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Contractor (Company/Firm)

Signing Officer for Contractor

Name: _____

Title: _____

I have authority to bind the corporation.

The Corporation of the Township of North Glengarry

Mayor – Jamie MacDonald

CAO/Clerk – Sarah Huskinson
We have the authority to bind the corporation.

*SIGNED, SEALED AND DELIVERED
In the presence of*

*Witness
(required if not registered Ontario corporate company)*



Transit
Rolling Stock
Intercity & Heavy Rail

SCOPE OF WORK

ROLLAND MASSIE RD MODIFICATIONS



SYSTRA Canada Reference: 22012-ITSW-0001



Prepared for:
Township of North Glengarry

Submitted on:
2022-09-22

Timothy Wright, B.Eng
Director of Public Works
63 Kenyon Street W.
Alexandria ON K0C 1A0

Revision History

Revision	C	B	A
Date	2022-09-22	2022-08-12	2022-07-29
Prepared by	NY	NY	NY
Reviewed by	DC	DC	DC
Approved by	MPL	MPL	MPL
Comments			

- | | | |
|---|--|---|
| <input type="checkbox"/> Preliminary/internal verification | <input type="checkbox"/> Submitted for information | <input type="checkbox"/> Issued for revision and comments |
| <input type="checkbox"/> Submitted for approval | <input type="checkbox"/> Issued for proposal | <input type="checkbox"/> Submitted for purchasing |
| <input checked="" type="checkbox"/> Submitted for construction/implementation | <input type="checkbox"/> Cancelled | <input type="checkbox"/> As built |

Prepared by: _____

Nicolas YEDYNAK, Eng.
Civil Engineer

Reviewed by: _____

David CHOU, P.Eng.
Civil Engineer

Approved by: _____

Maria-Pia LONGO, P.Eng.
Project Manager



Document IDENTIFICATION

Rolland Massie Rd Modifications SCOPE OF WORK

SYSTRA Canada Reference:
22012-ITSW-0001

1. INTRODUCTION

The township of North Glengarry wishes to improve the drainage conditions at the public grade crossing located on Rolland Massie Road at MP 18.09 of VIA's Alexandria subdivision. Currently, the profile of the crossing approaches and the arrangement of the road ditches leads to unfavorable drainage at the level crossing. A build up of ice at the level crossing during the winter months has been an ongoing problem and requires regular interventions by municipal and railway staff to clear the ice.

Additionally, the current crossing approaches do not respect Transport Canada's maximum allowable gradients for public crossings. The south approach has gradients of about 5% within 8m of the nearest rail, where it should be a maximum of 2%.

The township of North Glengarry is searching for construction services to reprofile the road and ditches for a total distance of 84.8m (35.6m on south, 49.2m on north) to allow for water to drain away from the crossing and to bring the approach gradients within the permissible limits of Transport Canada.

The project site is located on Rolland Massie Rd, in the county of North Glengarry. The coordinates for the project site are 45.343194, -74.549223.



2. APPLICABLE STANDARDS

The works must be completed according to Ontario Provincial Standards (OPS) municipal specifications. The following table provides a list of relevant standards; however the contractor must ensure they respect all applicable standards and regulations.

Specification	Name
OPSS.MUNI 421	Pipe culvert installation in open cut
OPSS.MUNI 1010	Aggregates - base, subbase select subgrade, and backfill material
OPSS.MUNI 314	Construction specification for untreated granular subbase, base, surface, shoulder, and stockpiling
OPSS.MUNI 1801	Material specification for corrugated steel pipe (CSP) products
OPSS.MUNI 206	Construction specification for grading
OPSS.MUNI 1004	Aggregates - Miscellaneous

3. SCOPE OF WORKS

Unless otherwise specified, the general scope of work covers the supply of all labor, materials, equipment, and superintendence to undertake the works described in this document and as shown on the drawings.

The contractor will be responsible for all preparatory works required before mobilizing on site. This includes but is not limited to; utility locates, planning of road detours, organizing railway flagging with the railway, and obtaining any required permits.

It must be noted that all work within 30ft of the centerline of the railway must be undertaken under the supervision of a VIA Rail flagman.

The contractor will be responsible for the excavation and preparation of the road subgrade to the design levels shown on the drawings. The contractor will be responsible for disposing of the excavated material at a location indicated by the township.

The contractor must ensure not to damage the existing asphalt crossing panel, existing utilities, or any other existing infrastructures during the preparation of the road subgrade.

In conjunction with the preparation of the road subgrade, the contractor must excavate the ditches in all four quadrants of the level crossing to the design levels shown on the drawings. The ditches in the North-West, North-East and South-East quadrants are V-shaped ditches that follow the profile of the road. The ditch on the South-West quadrant is trapezoidal and has a culvert installed under a maintenance access road that is parallel to the railway.

The contractor is instructed to adjust horizontal alignment of the V-shaped ditches as required to avoid the utility poles located on the east side of Rolland Massie Rd. The utilities poles must be protected at all

times during the works and the ground around the poles must not be disturbed in such a way to affect the stability of the poles.

The culvert installed on the south-west ditch must be 400mm diameter Corrugated Steel Pipe culvert with a length of 20 feet. The culvert must be installed as per the manufacturer's instructions. The contractor can make use of the excavated material from the road to complete the surface of the maintenance road parallel to the railway, but not within the minimum backfill zone of the culvert as specified by the manufacturer. A 300mm thick layer of Rip-Rap must be installed at the outlet of the culvert. The Rip-Rap must be 0-200mm in size.

The road structure must be rebuilt by the contractor using 400mm of Granular B Type II subbase, and 200mm of Granular S base. The road will be an unpaved gravel type road. The contractor will be responsible for the supply and placement of Granular B Type II and Granular S material as per the drawings. The granular material must respect the relevant OPS specifications and must be installed using the methods specified in OPS.

The contractor must restore the site to its original condition after the works are completed. No excess material can be left on site. The ditches parallel to the railway must also be cleaned of any debris that might have fallen inside during the works.

- Rail is to remain operational at all times, coordination of flagging for working within rail environment is by the contractor, to be invoiced to the client
- All excavated material is to be reused on site or transported to 3475 County Rd 34 (45°17'30.3"N 74°36'53.1"W)
- The project is Exempt from Registry notice filing (s. 8(1)) and reuse planning requirements under Schedule 2, s. 2 for the excess soils regulation – however the contractor must maintain transportation records for the material
- Contractors must stop work and inform the township if contaminated soils are encountered
- Contractor is responsible for coordination with the clients testing firm (St Lawrence Testing) to arrange for compaction and soils testing as required by the relevant OPS specifications – testing is paid directly by the client
- Road will be closed for the duration of the work, signage to be supplied by the contractor, the contractor is to deliver written notices to surrounding landowners two weeks in advance of the road closure

4. QUANTITIES

The following quantities of materials/works are estimated to be required to complete the work. These are theoretical quantities measured from the drawings and might not represent the actual quantities required to complete the job. The contractor is required to supply all materials to complete the works according to the drawings.

Item #	Description	Unit	Quantity
1	Road Reprofilling (including excavation of existing road to the subgrade level and disposal of the material)	Linear m	84.8
2	Installation V-shaped ditches	Linear m	166.4
3	Installation Trapezoidal ditches	Linear m	30
4	400mm Diameter CSP culvert (including backfill and riprap)	Linear m	6.10
5	Supply and Install Granular B Type II	Cubic meters (compacted)	226
6	Supply and Install Granular S	Cubic meters (compacted)	142



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