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City of Temiskaming Shores  
Request for Tender  
PWO-RFT-001-2023  
Asphalt Markings / Symbols Painting

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
POJ 1K0

## COVID-19 Statement

The health and safety of our residents, employees, visitors and service providers is our highest priority. By responding to this RFT, Bidders undertake to follow the provincial and/or municipal requirements (including physical distancing, use of personal protective equipment, etc.) that may prevail while performing within the scope of this Tender.

### 1. Objective

The Corporation of the City of Temiskaming Shores invites Tenders from qualified Contractors for the supply of asphalt marking and symbol painting services for its Public Works Department summer maintenance schedule as per specifications listed within.

### 2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,920, according to the 2016 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

### 3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFT and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Tender;** means this Request for Tender (RFT) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFT submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

### 4. Submission

Submissions must be in a **.pdf format** and submitted electronically to:

[tenders@temiskamingshores.ca](mailto:tenders@temiskamingshores.ca)

Subject Line: PWO-RFT-001-2023 "Asphalt Markings / Symbols Painting"

Addressed to: Kelly Conlin, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at [clerk@temiskamingshores.ca](mailto:clerk@temiskamingshores.ca), should the Proponent not receive an email from the [tenders@temiskamingshores.ca](mailto:tenders@temiskamingshores.ca) email account.

The closing date for the submission of Tenders will be at **2:00 p.m. local time on March 22nd, 2023.**

- late Tenders will not be accepted;
- Tenders by fax will not be accepted;
- Tenders by mail will not be accepted;
- Partial Tenders are not accepted;
- The City reserves the right to accept or reject any or all Tenders;
- The lowest priced Tender will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Tender from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Tenders that are acceptable to both parties will be binding; and
- The Tenders shall be valid for 30 (days) from submission date.

The Form of Tender must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Tender by the City.

Line items and prices must be clearly indicated. The Bid must not be restricted by a statement added to the Tender form or by a covering letter, or by alterations to the Tender form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFT.

## 5. Questions

Any questions with respect to the specifications are to be directed to:

**Mitch McCrank, CET**

Manager of Transportation Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4113

Email: [mmccrank@temiskamingshores.ca](mailto:mmccrank@temiskamingshores.ca)

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Tender before presenting the submission. Questions relating to this Tender must be received by **March 10<sup>th</sup>, 2023, at 4:30 p.m. local time.**

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. Questions received after this date and time will not receive a

response. Proponents are notified that any errors or omissions in the Tender may render the Tender invalid.

## 6. Amendments

The City at its discretion reserves the right to revise this RFT up to the final date for the deadline for receipt of Tenders. The City will issue changes to the RFT Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFT Documents. The City will make every effort to issue all addenda no later than the seventh (7<sup>th</sup>) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFT Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Tender. Failure to complete the acknowledgement may result in rejection of the Tender.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Tender submission in response to this RFT, the Proponent acknowledges and agrees that the addenda shall be posted on [www.temiskamingshores.ca](http://www.temiskamingshores.ca) and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Tender without notice.

## 7. Specifications

### 7.1 Work Assignment Types

The assignment of work within this contract will generally be grouped into the following types: Programmed Work and Call-In Work.

#### 7.1.1 Programmed Work

Programmed Work primarily involves retracing existing markings and will provide to the Contractor a form of lists, typically in the spring of each year of the contract.

The Contractor is responsible for all effort in the coordination of resources in the complete of the Programmed Work within the dates specified in the Schedule of Work sections, with minimal direction from City Staff.

The Contractor shall maintain accurate and up to date records of work completed and provide records of completion to the City Representative.

#### 7.1.2 Call-In Work

The Contractor shall be prepared throughout the duration of this contract to, upon being notified by the City Representative, return to the City to provide all material, equipment and labour required in accordance with the terms and conditions for this contract and at the same tendered price for additional painting to be done.

### 7.2 Contractor Supervisor

The Contractor will always exercise competent coordination and supervision of the work.

The contract shall name a person who shall be the single point of contact for the City Representative throughout the duration of the contract and be responsible for coordinating, tracking, and reporting on work completed in accordance with the terms and conditions of this contract.

### 7.3 Pavement Marking Application

All Markings are to be applied in accordance with the Ontario Traffic Manual unless directed otherwise by the City

The contractor shall not apply markings to any damp or wet roadway and will take all reasonable measures to avoid the application of pavement markings in advance of forecasted precipitation such that the quality of the pavement markings are diminished.

The Contractor shall not apply markings to any roadway which contains dirt and debris such that it diminishes the quality or durability of painting and upon realizing a roadway has such a condition, the Contractor shall notify the City as soon as possible so that it can be remedied.

The Contractor shall not retrace any marking in which they are uncertain and shall contact the City Representative for further clarification before proceeding to paint markings in question.

### 7.4 Pre-Marking and Layout

The Contractor Shall supply all labour, material and equipment necessary for the layout and pre-marking of pavement markings.

Pre-marking will be required at locations where the required pavement marking is new, missing or so faint as to be impossible to follow. Pre-marking may also be required for new applications on existing, freshly paved, or resurfaced sections of roads.

### 7.5 Protection of Work

The Contractor shall plan, implement, and dismantle work zones following Ontario Traffic Manual, Book 7, Temporary Conditions. The Contractor must not obstruct and street or sidewalk to any greater extent that what is necessary.

The Contractor, at all times, to ensure that all freshly applied markings are identified and protected. When necessary, solid fluorescent cones shall be placed to protect the newly applied material from being tracked or damaged.

The contractor shall be responsible to remedy any validated claim from the public, through the City, pertaining to paint on a vehicle as a result of failure to protect work.

### 7.6 Quality of Traffic Paint

All water-borne traffic paint supplied by the Contractor shall meet the specifications outline in the Ontario Provincial Standard Specification 1716, as amended.

Should weather or other factors prevent the use of water-borne traffic paint, the Contractor may use organic solvent-based traffic paint meeting the specifications outlined in OPSS 1712, as amended.

The colour of paint shall be in accordance with the current Ministry of Transportation of Ontario standards or under the guidance of the City Representative.

#### 7.7 Clean-up

The Contractor is responsible for all supplies necessary for the cleaning of his equipment and all dirt, debris, excess paint and any other thing generated from the provision of items within this contract.

#### 7.8 Records

The Contractor is responsible for maintaining accurate and detailed records of the work performed under this contract.

The Contractor shall furnish completed record sheets to the City after completing the work.

#### 7.9 Hours of Work

All work will be done during appropriate hours to get the job done.

All contracted maintenance equipment must be at the assigned route and be ready to engage in operations at a time specified by the Transportation/ Road Supervisor or his designate. For safety reasons, regular hours of work shall be considered as day light hours. No work shall continue after dark nor shall commence prior to sunrise.

The City accepts no responsibility for the timing of the work process for circumstances beyond its control. The Contractor shall not be entitled to any damages whatsoever by reason of the early termination, nor extended termination of the work process.

#### 7.10 Inspection

All work will be subject to inspection at the City's discretion.

#### 7.11 General Specifications

General Conditions of a Contract – OPS General Conditions of Contract – Nov 2019

## 8. **Scope of Work**

The work shall consist of retracing existing and laying out new pavement markings comprised of directional arrows, stop blocks, school crossings, parking lines, accessible parking spaces and transit bus stop curbs at various locations within the City of Temiskaming Shores and as specified within. Markings shall follow all regulatory standards and Traffic Manual, including but not limited to OTM Book 11 and 15.

The Contractor shall commence work as soon as possible after work areas have been swept by the City and shall endeavor to complete the work by July 1<sup>st</sup>, 2023, weather permitting. Note: due to traffic volumes within the downtown core, it will be necessary to perform these tasks early on

any given weekday, (weekends included) in order to accomplish the work within the shortest possible time frame.

### **Accessible Blue Box Parking Spots**

The City's definition of an "Accessible Blue Box" consists of a surface area which commences at the curb and extends into the paved portion of the roadway. It is described as blue in colour, bordered in yellow and contains a yellow "accessible" pictogram stenciled in the centre of the blue area. The curb is not to be considered and all colours and paints shall meet the material specifications as set out in the Ontario Provincial Standards Specifications.

### **School Crossings**

As per OTM latest revision and OPS

### **Intersections**

As per OTM latest revision and OPS

### **Directional / Multi-Directional Arrows**

As per OTM latest revision and OPS

### **Transit Bus Curb Stop**

The City's definition of a "Transit bus stop curb" consists of approximately 250 linear metres total of roadside concrete curb specifically located at 7 individual transit bus stop locations. The curb is to be painted yellow and the paint shall meet material specifications as set out in the Ontario Provincial Standards Specifications.

### **Pedestrian Crosswalk**

As per OTM latest revision and OPS

### **Stopblocks**

As per OTM latest revision and OPS

### **Bike Symbols**

As per OTM latest revision and OPS

### **Railway Crossing**

As per OTM latest revision and MUTCD

## 9. Traffic Control

The Contractor shall provide protection for the traffic paint after application until the paint is sufficiently dry to prevent smearing by traffic. The protection equipment shall be so positioned to maintain a safe, uninterrupted movement of traffic. Caution lights must be affixed, or fitted into barriers used during linear meters of dusk or darkness, as per Traffic Control Manual for Roadway Work Operations – Ministry of Transportation Book 7.

The Contractor shall furnish all equipment, tools, safety devices, labour and supervision required to perform the specified work. The Contractor will carry out the work in accordance with the Ministry of Transportation Traffic Control Manual for Roadway Work Operations 1981.

1. The minimum requirements are as follows:
2. “Road Work”, TC-2A, signs must be placed for both directions of traffic.
3. Minimum “Traffic Cone” weight is 70 cm.
4. Two “Flaggers” will be required at any time that two lanes of traffic cannot be safely detoured around the work site. The only exception will be for low traffic volume, local streets where flagging may not be required at the discretion of the Manager of Operations for Public Works.

All Contractor’s employees working on or directly adjacent to the traveled roadway must wear approved safety clothing as specified in Book 7.

The Contractor shall be held responsible for any damage including fire as the result of their performance of the work described herein. The Contractor undertakes and agrees to comply with all orders or other regulations in force on the site where the work is to be performed relating to safety. The Contractor must adhere to all safety rules, regulations and labour codes in effect in all jurisdictions where the work is to be performed.

## 10. Basis of payment

Payment will be made for actual locations and quantities painted. The locations listed herein are for estimating purposes only and the City makes no guarantee as to exact locations/ quantities estimated or used and therefore reserves the right to revise locations and/or material quantities as the situation warrants.

All rates complete with operator shall constitute “unit price” and must be clearly indicated. The bid must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender, as supplied by the City of Temiskaming Shores unless otherwise provided herein. Submissions shall not be received by fax. Adjustments by telegram, fax or letter will not be accepted.

The Contractor agrees to submit monthly invoices identifying the equipment, by license/equipment number, the rental period covered by the invoice, a brief description of the equipment for the quoted hourly rate.



All payments will be for the actual locations and quantities painted within the scope of the agreement or in excess thereof. Payment shall be full compensation for all insurance, maintenance, supply and operation of each unit and operator, including overtime as well as fuel needed for the performance of the work.

The Contractor is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default in addition to holding the Contractor responsible for any loss or damage the City may suffer as a result of such default.

## **11. Quantities/ Locations**

The quantities/ locations listed herein are for estimating purposes only. The City makes no guarantee as to exact locations and therefore reserves the right to revise locations as the situation warrants and payment will be made for actual locations painted. The Contractor shall provide invoice based on actual locations subject to scrutiny, confirmation and acceptance by the City.

There are three main working areas being New Liskeard, Haileybury and North Cobalt. Exact Locations will be given to the successful candidate.

The contractor agrees to inspect the existing markings with the City representative and make sure if the repainting of a marking is in the best interest of the City or shall be done at another time or year.

Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this Tender, subsequent to its submission by the Bidder and before the delivery of the goods, materials, articles or equipment pursuant to an official order issued by the City the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

Unless otherwise stated, all goods, materials, articles or equipment supplied pursuant to this condition shall be subject to inspection by the City at the point of completion.

The Bidder agrees that the goods, materials, articles, equipment specified or called for in or under this Tender, will be delivered within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefore.

## **12. Term of Agreement**

The term of the contract shall be for 2023 spring / summer operations.

### **13. Extension of Contract or Purchase Order**

The term of the contract or purchase order may be extended for a specific period of one year with all terms and conditions stated in these documents to apply to such extension provided that both the City and the Successful Bidder agrees to such extension. At the City's sole discretion, the negotiating of terms may be applicable in the best interests of the City. The City shall notify the Successful Bidder of such extension within one (1) day of the initial contract closing date of its intension to seek an extension.

### **14. Regular Hours of Work**

The City accepts no responsibility for the timing of the work process for circumstances beyond its control. The Contractor shall not be entitled to any damages whatsoever by reason of the early termination, nor extended termination of the work process.

All contracted maintenance equipment must be at the assigned route and be ready to engage in operations at a time specified by the Transportation/ Road Supervisor or his designate. For safety reasons, regular hours of work shall be considered as day light hours. No work shall continue after dark nor shall commence prior to sunrise.

### **15. Project Authority**

The Project Authority for issuance of the RFT is the Manager of Transportation Services for the City of Temiskaming Shores, reporting to the City Manager.

The awarding of the contract may be subject to the approval of City Council.

### **16. 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 evaluations

### **17. Any or all Tenders Exceed Approved Budget**

In the event that any or all Tenders exceed the approved budget, and staff are not prepared to seek additional funding, the City may, opt for one of the following:

- a) Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or

- c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

## **18. Goods, Materials and Equipment Suitable for Use**

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFT, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Tender meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

## **19. Tender Withdrawal or Amendment**

Proponents may amend or withdraw their Tender, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Tender may submit a further Tender at any time up to the official closing time; the last Tender received shall supersede and invalidate all Tenders previously submitted by the Bidder for this RFT. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

## **20. Right to Accept or Reject Submissions**

The City does not bind itself to accept any Tender and may proceed as it, in its sole discretion, determines, following receipt of the Tenders. The City reserves the right to accept any Tender in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFT or in such respondent's Tender.

The City 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 RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

## **21. Solicitation**

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFT, whether before or after submission of the Tender, the City shall be entitled to reject or not accept the RFT submission.

## **22. Subcontracting**

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

## **23. Independent Contractor Status of Proponent; Declaration of Conflicts**

The Proponent fully acknowledges that in providing a Tender, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the Tender of each proponent (Conflict of Interest Declaration).

## **24. Insurance (from the Successful Proponent only)**

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

### Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Five Million Dollars (5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

### Automobile Liability Insurance (If Applicable)

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include City of Temiskaming Shores as an additional insured, and containing 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 City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

## **25. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)**

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

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.

## **26. AODA Compliance**

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

## **27. Freedom of Information**

Upon submission, all Tenders become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Tenders will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Tender should be clearly identified.

## **28. Nature of Request for Tender**

This RFT does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

## **29. Preparation of Tenders**

All costs and expenses incurred by the Proponent relating to its Tender will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Tenders or the cancellation of this RFT.

### **30. Finalizing Terms**

This RFT will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's Tender is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's Tender, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's Tender without offering the other proponents, the right to amend their Tenders.

### **31. Commitment to Negotiate**

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's Tender and any subsequent negotiations, within seven (7) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to thirty (30) days following the date of submission of their Tenders.

### **32. Agreement**

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. The award of a contract may be made in writing to the successful proponent by way of a By-law, Resolution or Purchase Order. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

### **33. Performance**

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

### **34. Conflict Resolution**

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first

through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;

- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

### **35. Failure to Complete the Work**

Should the Successful Bidder be unable to carry out the terms and requirements of the Agreement due to manufacturer's shortage, time delay or discrepancy of any kind, the Successful Bidder shall notify the City immediately at time of order or as it becomes known and the City retains the right to accept or not accept any back order, time delay, product change or discrepancy. The City retains the right to cancel the order in whole or in part and procure the requirements with any other Bidder without any liability to the City.

In the event that the Successful Bidder fails to carry out the terms and requirements of the Agreement in a manner satisfactory to the City, in its sole and absolute discretion, shall have the right to terminate the said work process at any time, upon written notice to the Successful Bidder. The Successful Bidder shall not be entitled to any damages whatsoever by reason of the termination of the work process as aforementioned, nor shall the Successful Bidder be entitled to make any claim under the said work process, except for goods and/or services which shall have been satisfactorily completed at the time of termination.

The Successful Bidder agrees that the City may without liability terminate this entire agreement at any time on seven (7) days written notice to the Successful Bidder as a result of changes in the City's requirements or changes in the availability of funds.

### **36. Indemnification**

The Successful Proponent shall indemnify and hold harmless the City, 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 City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

### **37. Unenforceable Provisions**

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

### **38. Force Majeure**

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

### **39. Errors & Omissions**

It is understood, acknowledged and agreed that while this Tender includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this Tender, the information is not guaranteed by the City 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.



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**Form of Tender**

Each FORM OF QUOTATION should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

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

I/We, the undersigned, have carefully examined the attached documents and conditions of the Quotation. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

**Section 1 - New Liskeard working area**

QUANTITY	UOM	DESCRIPTION	UNIT RATE	QUOTED BID PRICE
30	Ea.	Accessible Parking Spots	\$	\$
2	Ea.	School Crossings <i>Dymond Street</i> <i>Hessle Street</i>	\$	\$
5	Ea.	Intersections includes Crosswalks and Stop Blocks	\$	\$
20	Ea.	Directional/ multi -directional Arrows	\$	\$

8	Ea.	Transit Bus Stop Curbs	\$	\$
2	Ea.	Railway Crossing	\$	\$
1	Ea.	Ladder Style Pedestrian Crosswalk w/ Stop Triangles (Whitewood)	\$	\$
1	LS	<u>Parking Indicator Lines (Parking Stalls)</u>  <i>May Street South. (Riverside Dr. to Riverside)</i>  <i>New Liskeard Library</i>	\$	\$
8	Ea	Bike Sharrows – Wabi Bridge	\$	\$
New Liskeard SUB TOTAL			\$	\$

**Section 2 - Haileybury working area**

QUANTITY	UOM	DESCRIPTION	UNIT RATE	QUOTED BID PRICE
17	Ea.	Accessible Parking Spots	\$	\$
2	Ea.	Intersections includes Crosswalks and Stop Blocks	\$	\$
8	Ea.	Stop Blocks	\$	\$
2	Ea.	Crosswalks	\$	\$
11	Ea.	Directional/Multi-directional Arrows	\$	\$
1	LS	<u>Parking Indicator Lines (Parking Stalls)</u>  <i>Sutherland Way. (Blackwell to Cecil)</i>  <i>Broadway St. (Ferguson Ave to Farr)</i>  <i>Farr Dr. (Broadway to Main)</i>  <i>Lakeview Ave, North Cobalt (Queen St. to Post office)</i>	\$	\$
1	Ea.	Ladder Style Pedestrian Crosswalk w/ Stop Triangles (Rorke) and crosswalk	\$	\$
3	Ea.	Transit Bus Stop Curb	\$	\$
Haileybury SUB TOTAL			\$	\$

**Section 3 – Parking Lots**

QUANTITY	UOM	DESCRIPTION	UNIT RATE	QUOTED BID PRICE
1	LS	Haileybury City Hall – North and South Lots including Boat Parking (no map but can be viewed online)	\$	\$
1	LS	New Liskeard Pool and Fitness	\$	\$
1	LS	New Liskeard Arena	\$	\$
1	LS	New Liskeard Tennis Court Lot	\$	\$
1	LS	Spur Line Mini Putt Lot	\$	\$
		Parking Lots SUB TOTAL		\$

**Section 4 – STATO Path Symbols**

QUANTITY	UOM	DESCRIPTION	UNIT RATE	QUOTED BID PRICE
100	Ea.	Bike Symbol	\$	\$
5	Ea.	Bike Stop Blocks		
2302	m	Line Painting <i>Laurette from Ball Diamond to Drive in Theatre and portion of Drive in Theatre</i> <i>May Street from Hessle Ave to Murray St. and Murray to the Bridge</i> <i>In front of old Uniboard</i> <i>Browning from Lakeshore to Beach</i> <i>Farr from City Hall to Albert St.</i>	\$	\$

**TOTALS**

Combined Subtotal Excluding HST	
H.S.T (13%)	
TOTAL	

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER \_\_\_\_\_ in preparing my/our Tender.

Bidder's Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Form 1 to be submitted.**

**City of Temiskaming Shores  
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**Non-Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Tender of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Form 2 to be submitted.**

**City of Temiskaming Shores  
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**Conflict of Interest Declaration**

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Tender submission or the contractual obligations under the Agreement.

List Situations:


In making this Tender submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFT process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signature: \_\_\_\_\_

Bidder's Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Form 3 to be submitted.**

**City of Temiskaming Shores  
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Asphalt Markings / Symbols Painting**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance  
Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

I, \_\_\_\_\_, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

**OR**

I, \_\_\_\_\_, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

**Form 4 to be submitted**

**City of Temiskaming Shores  
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**Appendix 01: Parking Lot Layouts**



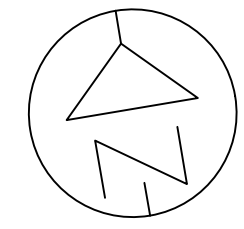
NEW LISKEARD ARENA

WELLINGTON STREET

FH

POOL FITNESS CENTRE

ORIENTATION



PLAN ONLY (APPROXIMATE)

DIMENSION NOTES:

1. ALL DIMENSIONS ARE IN METERS(m), UNLESS NOTED OTHERWISE

NOTES:

- 100 PARKING SPACES INCLUDING 3 DISABLED.



No.	DATE	REVISION	BY
2	04/13/22	UPDATED	JL
1	11/10/21	ISSUED FOR REVIEW	JL

PROJECT TITLE

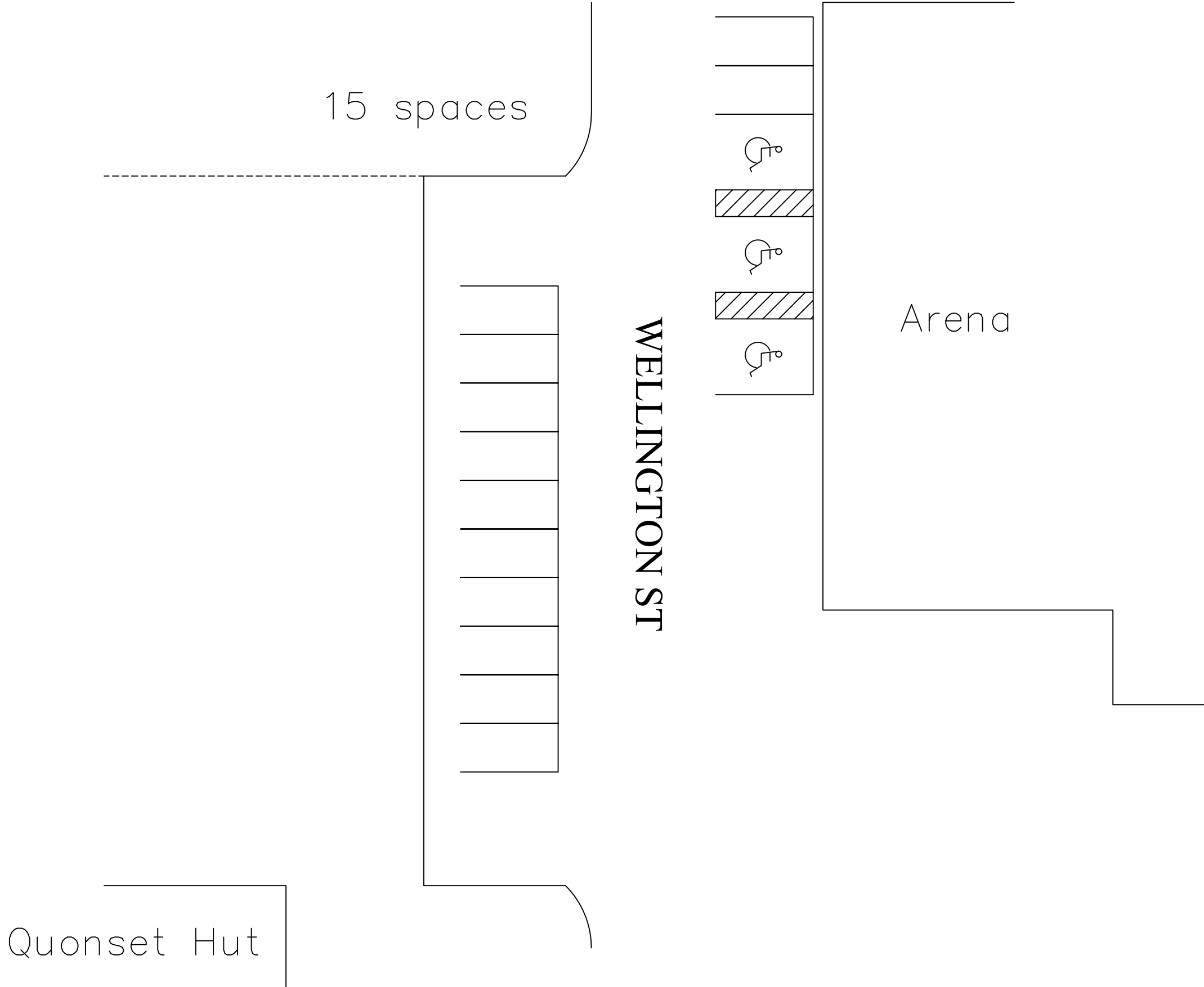
POOL FITNESS CENTRE  
PARKING LOT

DRAWING TITLE

PARKING LAYOUT

DRAWN	SCALE
JL	HORIZ: 1:200
DATE	VERT:
NOV. 2021	DRAWING No.
	C8





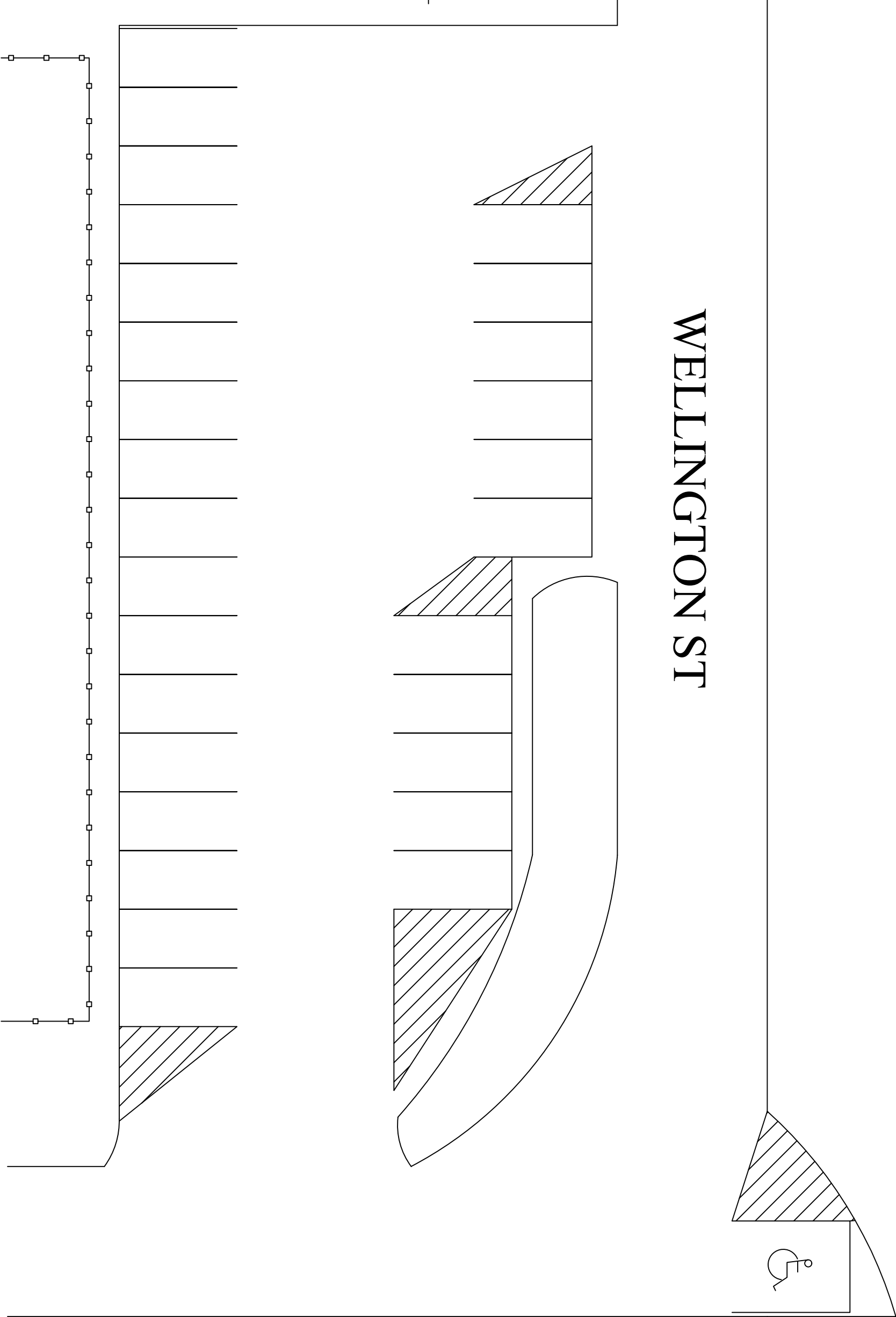
15 spaces

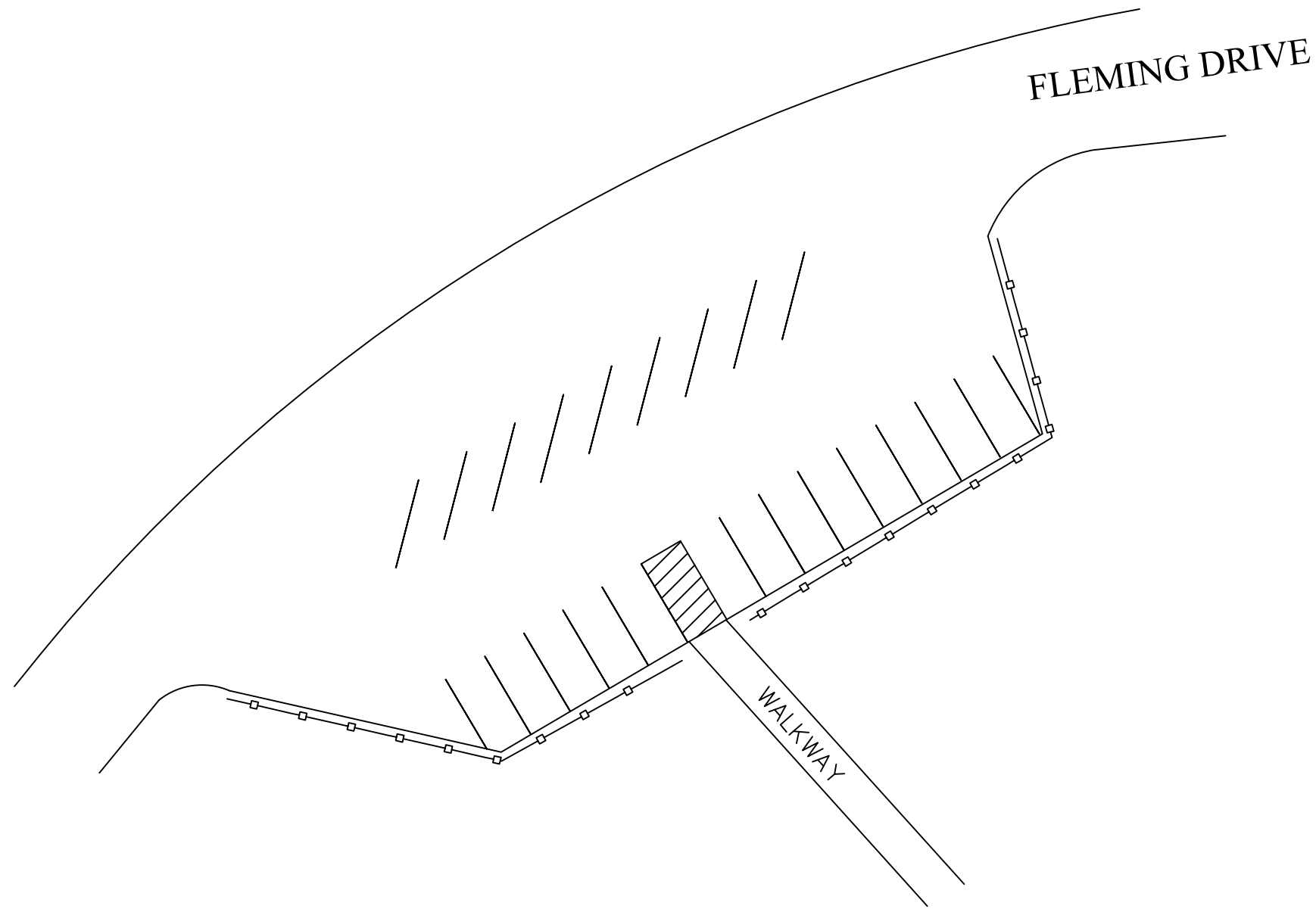
Quonset Hut

WELLINGTON ST

Arena

29 spaces





21 spaces