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City of Temiskaming Shores
Request for Tender
PW-RFT-004-2023
Grant Drive Extension Asphalt

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

This Request for Tender (RFT) is an invitation to qualified Contractors for the provision of carrying out unpaved roadway restoration and subsequent asphalt paving, shouldering along the Grant Drive Extension and STATO path.

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

Subject Line: PW-RFT-004-2023 “Grant Drive Extension Asphalt”

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, should the Proponent not receive an email from the tenders@temiskamingshores.ca email account.

The closing date for the submission of Tenders will be at **2:00 p.m. local time on May 30th, 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

Manager of Transportation Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363

Email: 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 **May 23rd, 2023, 2:00 p.m. local time.**

To ensure fairness to all Proponents, 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. Scope of Work

The first phase of Grant Drive extension was complete in 2022. The second phase will be the finishing portion of the project including restoring unpaved roadway surfaces including fine grading and compaction, additional granular 'A' (if required), 50mm SP12.5 hot mix asphalt and shouldering.

This phase includes finishing both the proposed travelled roadway and the STATO Path.

Traffic Control

The Contractor shall provide protection as required to ensure the quality of the work and prevent damage by traffic. As this section of Grant Drive will not be open to public traffic, there should be limited Traffic Control signage required.

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, 2001."

Damages

The Contractor shall be held responsible for any damage 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.

7. Specifications

All material and labour supplied must meet the requirements outlined below as per all attached specifications and drawings. All specs shall be MUNI oriented.

OPSS	Description	Version	Notes
100	General Conditions of Contract.	Nov. 19	
180	Management of Excess Material	Nov. 16	
206	Grading	Nov. 18	
301	Restoring Unpaved Roadway Surfaces	Nov. 18	
310	Hot Mix Asphalt	Nov. 17	
314	Untreated Subbase, Base, Surface, Shoulder, and Stockpiling	Nov. 19	
408	Adjusting / Rebuilding MHs, CBs, VCs, DIs	Nov .21	
501	Compacting	Nov.17	
506	Dust Suppressants	Nov. 17	

706	Traffic Control Devices	Apr. 18	Follow Book 7
1001	Aggregates, General	Nov. 21	
1010	Aggregates, Base	Nov. 13	
1103	Emulsified Asphalt	Nov. 19	
1150	Hot Mix Asphalt	Nov. 20	

Special Provisions

A. HOT MIX PAVING TREATMENT AND WARRANTY CLAUSE

1.0 DESCRIPTION

The Contractor shall provide a single lift of Hot Mix Pavement in accordance with contract provisions and warrant the work for 12 months.

2.0 MATERIAL REQUIREMENTS

2.1 Asphalt Binder

The Contractor shall issue a Certificate of Compliance that the Hot Mix Aggregates conforms to OPSS 1103, as determined by an approved laboratory in Ontario's inter-laboratory correlation program. Asphalt cement shall conform to OPSS 1101.

2.2 Aggregates

The Contractor shall issue a Certificate of Compliance that the material conforms to OPSS 1010, as determined by an approved laboratory in Ontario's inter-laboratory correlation program.

Granular Base Aggregates shall be Granular "A"

2.3 Design

The Contractor shall design the type of asphalt binder and aggregate and their application rate to ensure satisfactory performance.

3.0 GRADE AND DRAINAGE PREPARATION

When the grade/drainage has not been prepared by the Contractor, deficiencies that may affect the warranty should be pointed out to the City prior to the start of the placement of Hot Mix Pavement, allowing sufficient time for these to be corrected.

4.0 CONSTRUCTION CRITERIA

The completed surface course shall be free of flushing, streaking or loss of cover aggregate (including delamination) as described by the Ministry of Transportation of Ontario's, Manual for Condition Rating of Surface Treated Pavement (SP-021).

5.0 WARRANTY REQUIREMENTS

5.1 Warranty Period

The warranty shall begin on the date of the completion of the work. The warranty will end 12 months from the start of the warranty period. Any repair work shall be completed prior to the end of the warranty period.

5.2 Completion of Warranty Period

The Final Acceptance Document for this contract will not be issued until all of the performance requirements as per Section 6.0 and including any repairs for the 12-month warranty are satisfied.

6.0 PERFORMANCE REQUIREMENTS

Any materials used in repair/replacement Hot Mix pavements shall be consistent with those originally specified in the Contract. The use of alternate aggregates, meeting the requirements of OPSS 304 and OPSS 1003 in the repairs/replacement surface treatments, shall be approved by the City.

Snowplow damage shall be excluded as a cause for warranty repair/replacement.

A distress survey shall be completed by the City prior to the end of the 12-month warranty period. The results of both surveys will be sent to the Contractor.

The City will determine the types of distress, their severity, their extent and the exact dimensions of any warranty repairs/replacement.

All repair/replacement areas shall not have transverse or longitudinal ripples of 6 mm or more as measured with a 3 metre straight edge.

7.0 MEASUREMENT FOR PAYMENT

7.1 Granular "A"

Final payment will be made for actual material applied to each specific location and further proven by weight measurements by calibrated scale method, provided by the Contractor and verified by the City. Payment shall be full compensation for all equipment, labour (including overtime costs) and supply of materials (not specifically supplied by the City) including the hauling, placement, grading and compaction of the material.

7.2 Hot Mix Asphalt

Final payment will be made for actual material applied to each specific location and further proven by weight measurements by calibrated scale method, provided by the Contractor and verified by the City. Payment shall be full compensation for all equipment, labour (including overtime costs) and supply of materials (not specifically supplied by the City) including the hauling, placement, grading and compaction of the material. Payment for the replacement of existing centre line markings are to be included in this item. (Main Street only)

B. Protection of Public Traffic

1.0 RESTRICTIONS ON CONSTRUCTION OPERATIONS

The use of construction accesses, shoulder closures and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out during the following periods:

Sunday – All Day

All Canadian Statutory and Civic Holidays – All Day

2.0 LOCATION AND STORAGE OF MATERIALS AND EQUIPMENT

Materials shall not be stored within 4 m of the traveled portion of any roadway. Equipment shall not be stored within 4 m of the traveled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any vehicle, equipment or material which, in the opinion of the City constitutes a traffic hazard or obstruction to maintenance operations.

3.0 TRUCKING

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic in accordance with the section entitled "Restrictions on Construction Operations".

Delivery Information

The prices stated in this Tender cover the goods, materials, labour, fuels, insurance, articles or equipment, referred to herein, being delivered F.O.B. destination as specified within, fuel, insurance, freight, express, duty and all other charges prepaid, unless otherwise indicated herein.

Quantities

The quantities listed herein are for estimating purposes only. The City makes no guarantee as to exact lengths or widths provided and therefore reserves the right to revise locations / lengths as the situation warrants and payment will be made for actual surface areas rehabilitated. The Contractor shall provide invoices based on actual measurements by means of calibrated measuring device, subject to scrutiny, confirmation and acceptance by the City.

The Contractor 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.

8. Term of Agreement/ Project Schedule

This paving is to be completed in conjunction with the MTO turning lane from Highway 65E. The term of the Agreement shall be for 2023 and end no later than October 30th, 2023 which does not include the guarantee period required under the terms of the Agreement but is implied within this document as 12 months following substantial completion of the intended work.

9. 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.

10. 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 Transportation Superintendent, reporting to the Manager of Transportation Services, will also be a key member in this project.

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

11. 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

12. 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.

13. 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.

14. 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 (7th) 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 for ensuring 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 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.

15. 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.

16. 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.

17. 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.

18. Subcontracting

The Successful Bidder hereby understands and agrees that any or all Subcontractors/ Carriers 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 Bidder shall be held accountable.

The Successful Bidder shall ensure that all Subcontractors/ Carriers 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.

The City reserves the right to reject a proposed Subcontractor/ Carrier for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor/ Carrier and to identify any resulting change to the Bid Price. This change can affect the status of the low Bid, and may result in a different Bid becoming low.

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal shall be included in the documents submitted. The Contractor shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.

19. 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).

20. 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

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.

21. 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.

22. 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.

23. 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.

24. Nature of Request for Tender

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 endeavor 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.

31. 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.

32. 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.

33. Unenforceable Provisions

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

34. 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.

35. 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.

**City of Temiskaming Shores
PW-RFT-004-2023
Grant Drive Extension Asphalt**

Form of Tender

I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. 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 Proposal.

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

Final payment will be made for actual quantities constructed and in accordance with the specifications.

Part A – Grant Drive from Hwy 65E to Wilson Ave

ITEM	SPEC	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
		Grant Drive Extension			
A.1.1	301	Restore Unpaved Roadway Surfaces both Road and STATO Path	5,054 m2		
A.1.2	300	Granular "A" – 50mm	500 t		
A.1.3	310	HMA – 50mm – Superpave 12.5 both Road and STATO Path	5,054 m2		
A.1.4	314	Granular Shoulder with 'A'	1,064 m2		
				SUBTOTAL	

Summary Table

Bid Form	Amount
Part A – Grant Drive Extension Subtotal	\$
H.S.T.	\$
Total Price (Including Tax)	\$

I/We _____ offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment within _____ calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this ____ day of _____ 2023

Company Name	Contact name (please print)
Mailing Address	Title
Postal Code	Authorizing signature "I have the authority to bind the company/corporation/partnership."
Telephone	Email

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
PW-RFT-004-2023
Grant Drive Extension Asphalt**

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
PW-RFT-004-2023
Grant Drive Extension Asphalt
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
PW-RFT-004-2023
Grant Drive Extension Asphalt**

**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
PW-RFT-004-2023
Grant Drive Extension Asphalt**

List of Proposed Sub-Contractors

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

Name	Address	Component

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Dated at: _____ this _____ day of _____, 2023.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 5 to be submitted