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**City of Temiskaming Shores
Request for Tender
PW-RFT-005-2026
Asphalt Patching Services**

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

1. Objective

The City of Temiskaming Shores is desirous to procure a qualified Contractor for the provision of asphalt patching at various locations in the Temiskaming Shores area and subject to specifications listed within.

2. Definitions

City – The Corporation of the City of Temiskaming Shores

Competitive Procurement – means a set of procedures for developing a procurement contract through a Bidding or Proposal process. The intent is to solicit fair, impartial, competitive Bids.

Contract Documents - means the Request for Bid document (RFP, RFQ, RFT), any addenda, the Contract as issued by the City and the Successful Bidder's submission.

L.S. – means Lump Sum

O. H. & S. – means Occupational Health & Safety Act. 2010

Provider/ Vendor/ Contractor/ Bidder - means a person or company that submits a Bid.

Request for Tender (RFT) – means a written submission and offer, received from a Bidder in response to a public invitation to provide goods and/or services based on an approved Tender format of the City, and containing terms and conditions.

Specifications – detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods or Services requested in the Bid Document.

Successful Proponent/Bidder/Vendor/Successful Bidder - means the person, partnership or corporation, (e.g., a Successful Bidder/Consultant/Vendor) and any employee, agent, representative or officer, or sub-Successful Bidder/supplier/sub-consultant thereof, that has been successful in the award of a Request for Bids/ Proposal and thereby agrees to supply the goods and/or services under the terms of the Request and is undertaking the Work as identified in the Agreement.

3. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

<https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx>

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: PW-RFT-005-2026- Asphalt Patching Services

Addressed to: Logan Belanger, 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 a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Tenders will be at **2:00 p.m. local time on March 4th, 2026**.

- 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;
- Tenders emailed directly to City staff will not be 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 Tender that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Tender or not), confirmation of any information provided by the Proponent in their Proposal.
- The Tender shall be valid for 60 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 total contract price 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.

4. Questions

Any questions with respect to the Tender Document are to be directed to:

Mitch McCrank, CET, PMP
Director 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

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 **February 26th, 2026, 4:00 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.

5. 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 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 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.

6. General Description

The Corporation of the City of Temiskaming Shores, hereinafter referred to as the "City", invites Tenders from qualified Contractors for the provision of asphalt patching at various locations, subject to specifications listed within.

7. Scope of the Work

The City requires asphalt patching at several locations to form this contract. The Contractor therefore should have considered and made allowance for the transportation of equipment to any location within the boundaries of Temiskaming Shores which for the sake of this Tender is considered to be Uno Park Road to the north, Pipeline Road and Firstbrook Line to the west, Louise

St. (North Cobalt) to the south, Silver Center Rd. and Dymond/Harris boundary line and Sales Barn Road to the East.

The Contractor is expected to supply all materials as per specifications, labour and equipment for the successful installation of asphalt patches located at various locations within the City boundaries. It is understood that the Contractor shall have sufficient knowledge and expertise in the asphalt repair process and shall have the ability to administrate the project as well as operate all equipment.

The work shall commence within one week of notification and only upon receipt of required documentation, weather permitting and at the City's discretion. The Contractor shall endeavor to complete each repair within a reasonable time and the Contractor shall endeavor to complete the contract prior to November 1st. The Contractor shall work continuously (weather permitting) until the work is completed within the time period specified.

The use of an asphalt spreader shall be used in all areas large enough to accommodate the said equipment.

The City's work crews shall not perform any preparation work in reference to cutting, and the Contractor assumes all responsibility for site preparation including cutting the specified area to define an accurate and smooth edge on all sides of repair.

The City shall designate one (1) or more City Employee(s) to work with and collaborate with the Contractor and Contractor's work crew with regards to the work. The City Employee shall designate excavation repair area and further agree to size and depth of asphalt patch. The City Employee is to be considered as the City's on-site representative but not the onsite Supervisor. The onus for Contract compliance remains with the Contractor.

The Contractor assumes all responsibility for placing of granular material and compaction. It is the responsibility of the Contractor to provide finishing grade in order to guarantee an acceptable repair.

The Contractor shall place asphalt in the designated thickness in each respective location. Application shall be either a single 50 mm lift or / and two lifts totaling 90 mm maximum. The aforementioned 50 and 90 mm lifts will be the only depths the City will pay for. The actual 50 mm and 90 mm depth locations shall be confirmed by the Transportation Superintendent or his designate prior to placement. Measurement for payment shall be in square meters conforming to O.P.S.S. 310 (April 2021) and shall constitute full payment for equipment, labour and material required to do the work.

The Successful Contractor hereby understands and agrees that as part of this agreement, The Contractor shall submit to the Transportation Superintendent or his designate, a monthly summary, on the last day of each month, Schedule "C" within, describing the exact date, location (street address) and exact final area, the measurements and depth for the purposes of re-conciliation by the City. Monthly invoices shall be submitted for payment and reconciliation by the City.

Traffic Control

The Contractor shall provide protection for the workers and equipment Operators. 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.

The minimum requirements are as follows:

- (a) "Road Work", TC-2A, signs must be placed for both directions of traffic.
- (b) Minimum "Traffic Cone" weight is 70 cm.
- (c) 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 Transportation Services.
- (d) 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.

Guarantee Period

The Contractor shall guarantee materials and workmanship for a period of twelve (12) months from the date of acceptance of the work by the Manager of Transportation Services. The Contractor shall make good in a permanent manner, to the satisfaction of the Manager any and all damage or injury to the works during the guarantee period. Should the Contractor fail to make necessary repairs as directed by the Manager then the Manager, at his option, may do so and the entire costs, charges and expenses so incurred will be paid for by the Contractor.

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.

8. Failure to Complete the Work

In the event that the Contractor fails to carry out the terms and requirements of the task in a manner satisfactory to the City, The City, in its sole and absolute discretion, shall have the right to terminate the said contract at any time, upon written notice to the Contractor. The Contractor shall not be entitled to any damages whatsoever by reason of the termination of the agreement as aforementioned, nor shall the Contractor be entitled to make any claim under the said agreement, except for any paint applied prior to the termination of the agreement and only when it has been determined that the application was done effectively and in accordance with proper methods. If this

agreement is so terminated, the City reserves the right to declare the Contractor ineligible to bid on any Municipal work for a 24-month period following default.

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 Superintendent 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. Term of Agreement

The term of the contract shall be for 2026 spring / summer / fall operations.

11. 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 intention to seek an extension.

12. Basis of Payment

The square meters 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 prices complete with operator(s) 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 email, fax or letter will not be accepted.

The Contractor agrees to submit monthly invoices, to be submitted as of the last day of each month for the work completed in the previous 30 days. Monthly invoices shall identify the date, equipment, by license/equipment number, the rental period covered by the invoice, a brief description of the equipment for the quoted per metre rate and must further accompany a copy of Schedule "C" Actual Area/Quantity Remittance Form.

All payments will be for the actual locations and in single lifts of 50 mm and/or two lifts totalling 90 mm maximum. The prices stated in this Tender cover the goods, materials, 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.

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.

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.

13. Project Authority

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

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

14. Tender Evaluation / Award

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

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

The City reserves the right to review and discuss with any Bidder, the Tender submitted by that Bidder. The City reserves the right to negotiate with the Bidder, any reasonable changes or additions to the Agreement that the Bidder may propose. Negotiated changes or additions to the Agreement proposed by the Bidder will be included in the Agreement in the form of an Addendum, and will take precedence over the Tender document and the Agreement proposed by the Bidder. If such changes or additions cannot be negotiated, the City in its sole discretion may approach another Bidder for the supply of equipment.

Any award on this Tender is conditional upon the Successful Bidder entering into an agreement to perform the goods and/or services as required by this Tender, within such time period as is satisfactory to the City. Failing this, the City reserves the right to cancel the award and then re-

award this Tender in whole or in part to any other Bidder, without any liability to the Successful Bidder, or to cancel this Tender in its entirety.

The Successful Bidder shall execute any documentation, drafted in accordance with the terms of the Successful Bidder's Tender and any subsequent negotiations, within seven (07) days of the date of notification of the Successful Bidders selection.

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

This request for Tender is without any guarantee respecting the volume of business to be obtained from the City.

15. Firm Prices

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

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

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

16. 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.

17. Legal Claims and Damages

The City of Temiskaming Shores reserves the right not to accept a response from any person or corporation which includes any non-arm's length corporation and all related corporations thereto who, or which, has a claim or instituted a legal proceeding against the City or against whom the City has a claim or instituted a legal proceeding with respect to any previous contracts, Bid submissions or business transactions who is listed as either the Proponent or Subcontractor or any vendor within the submitted responses.

Also, a Bidder, by submitting a Bid, agrees that it will not claim damages, by any means, in respect to any matter relating to the Tender, the Bidding and evaluation process or any subsequent procurement process, if any, resulting from this Bid.

18. Time is of the Essence

The City shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto.

19. Failure to Comply with all Tender Terms

Failure to comply with all terms, specifications, requirements, conditions and general provisions of this Tender, to the satisfaction of the City, shall be just cause for the cancellation of the contract award. The City shall then have the right to award this contract to any other Bidder or to re-issue the Tender. The City shall assess against the defaulting Bidder any damages whatsoever as a result of failure to comply.

20. 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.

21. 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.

22. 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.

23. 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.

24. Subcontracting

The Contractor hereby understands and agrees that any or all Subcontractors hired to perform within the scope of this Tender are subject to all terms and conditions stated within and the Principle Contractor shall be held accountable.

The Contractor shall submit a list of their proposed Subcontractors (See Schedule "A") of all of the Subcontractors which the Bidder proposes to use to perform work under the Agreement and the division or section of Contract Work to be completed by each Subcontractor.

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

The Contractor shall ensure that all Subcontractors shall be actively engaged in work of the type described and shall be able to show proof upon request by the City, of previous work of similar nature performed by them.

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.

The Contractor shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of proposed Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

No names, either of Subcontractors or "Own Forces" may be changed after submission of the list of proposed Subcontractors unless prior written approval is received from the City. Such approval will only be considered after receipt by the Owner of a written request for the change by the Bidder with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid with no consequences to the City.

The City reserves the right to reject a proposed Subcontractor for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor 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.

Within Schedule "A" attached, should the Bidder indicate "N/A" (not applicable), "None", "Own Forces" or imply by either non completion or omission of this form, that no Sub-Contractor will be used in the execution of this agreement, It is then understood that the City will make no allowance for, nor shall any Sub-Contractors be allowed to perform any part of this agreement.

25. 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).

26. 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.

27. 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.

The Successful Bidder must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Successful Bidder clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Successful Bidder shall be responsible for and pay all dues and assessments payable under the Worker's Compensation Act., the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Successful Bidder shall fail to do so, the City or Members shall have the right to withhold payment for such sum or sums of money due to the Successful Bidder as may be required to cover such default and the City or Members shall have the right to make such payment.

Information on coverage under the Worker's Compensation Act can be obtained directly from the Worker's Compensation Board.

Traffic control and traffic control flagging personnel if required, shall be in accordance with Ontario Traffic Manual Book 7 "Temporary Conditions" dated March 2001 or any subsequent and updated releases.

28. 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.

29. 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.

30. Nature of Request for Tender

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

31. 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.

32. 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.

33. Payment Terms

The normal payment terms offered by the City is net 30 days. Payment terms shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City. The Bidder agrees that the City shall be entitled to the discount stated herein if payment of invoices for the goods specified or called for in or under this Tender, is made within the period specified herein after receipt and acceptance of such goods or services by the City.

Unless otherwise indicated herein, invoices are payable in Canadian Funds at the City of Temiskaming Shores, Canada, and includes Harmonized Sales Tax or any other applicable taxes.

34. 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.

35. 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.

36. 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.

37. Safety

The Contractor's attention is drawn to the provisions of the Occupational Health & Safety Act 2010. The Contractor shall be considered the "Constructor" under the terms and conditions of this agreement. Certificates of good standing from the Workplace Safety & Insurance Board will be required before commencement of work and before final payment is made.

The Contractor and employees will carry out the work in accordance with the Ministry of Transportation Traffic Control Manual for Roadway Work Operations 2001.

If at any time during the duration of the contract either the equipment or personnel are operating in an unsafe manner, the Transportation Supervisor or his designate shall have the right to suspend the operation and have the equipment and the operator removed from the job site.

The Contractor shall report promptly to the City's Transportation Supervisor, giving full details in writing of all accidents in connection with the performance of the work, which results in property damage, death or injury.

38. Termination

The Successful Bidder agrees that where, in the opinion of the City, the Successful Bidder fails to satisfactorily perform any of the Successful Bidder's obligations under this agreement, and the City may at their own discretion, give written notice to the Successful Bidder, terminating the agreement.

The Successful Bidder agrees that the City may without liability terminate this entire agreement at any time on one (1) day written notice to the Successful Bidder as a result of changes in the Member's requirements.

In the event any Member must terminate this agreement or lessen the quantities due to a change in requirements, the Member agrees to pay the Successful Bidder, for the quantities applied up to and including the date of termination, and only when it has been determined that the application was done effectively and in accordance with proper methods.

39. 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.

40. 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.

41. Unenforceable Provisions

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

42. 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.

43. 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.

44. Delivery Information

The prices stated in this Tender cover the goods, materials, 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.

45. Quantities / Locations

The Municipality makes no guarantee as to exact location or measurement (square metres) and therefore reserves the right to revise locations and square metres as the situation warrants and payment will be made for actual locations repaired.

The Successful Bidder hereby understands and agrees that Schedule "C" ACTUAL AREA/ QUANTITY REMITTANCE form shall fully and physically describe the exact date, location (street address) and exact final area measurements for each location and submitted on the last day of each work week for the purposes of re-conciliation by the City.

46. Rejected Work

Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Contractor or any of its Subcontractors and whether incorporated in the work or not, which has been rejected by the City as failing to conform to the contract documents shall be removed promptly from the place of the work by the Contractor or such Subcontractor and replaced or re-executed promptly in accordance with the contract documents at the Contractor's or such Subcontractor's expense.

Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.

If in the opinion of the City, it is not expedient to correct defective work or work not performed in accordance with the contract documents, the City may deduct from the monies otherwise due to the

Contractor the difference in value between the work as performed and that called for by the contract documents, the amount of which will be determined by the Manager.

The City, if any, shall not have any power to waive obligations of the Contract for the furnishing by the Contractor of good material and of its performing good work as herein described and in full accordance with the contract documents. No failure or omission of the City to condemn any defective work or material shall release the Contractor from the obligation to at once tear out, remove and properly replace the same at any time upon the discovery of said defective work or material, at the Contractor's expense. In case the Contractor should refuse or neglect to remove any rejected work or material within forty-eight (48) hours after written notice from the City, such work or material may be removed by order of the City and at the Contractor's expense.

47. Equipment Specifications

Asphalt patching equipment shall conform with all specifications listed within and pertaining to O.P.S.S. 310 (Nov 2017) and OPSS 127 dated Dec 2021 including 127.02.02.01 and 127.02.03.06 "asphalt and compaction" or any subsequent and updated specifications released by the Ministry of Transportation.

Equipment must be equipped with audible back up warning devices/alarms and rotating beacons.

The unit shall be of sufficient mechanical and physical condition to carry out all operations required by the City.

The Contractor agrees that it is responsible for the regular maintenance, repair and operating costs of all offered equipment.

The Contractor agrees to supply replacement equipment having compatible specifications, satisfactory to the City should the equipment become non operable. The Contractor agrees that the replacement equipment supplied will stand in place of the inoperable equipment and the provisions of this agreement shall apply with respect thereto.

Furthermore, the City reserves the right, at its own discretion, to substitute any equipment accepted under this agreement for failing to be available on the job site as requested at the time specified. The City shall have the right to hire any additional equipment and operators as is deemed necessary at its sole discretion. The Contractor shall have no right of appeal whatsoever if the hours of work are reduced for tardiness or failing to report to the job site as notified.

The Contractor agrees that for purposes of payment for the replacement equipment, the rental rate paid by the City will be the lesser of either the rental rate for the replacement equipment or the rental rate for the inoperable equipment. The City will only be responsible for payment of one piece of equipment. The Contractor agrees that if replacement equipment is not supplied by the Contractor, no rental shall be paid by the City. In respect to the inoperable equipment, for the days when it was out of service.

The Contractor and the City agree that the equipment must be in good repair at time the agreement is established and maintained in good repair throughout the duration of the agreement.

48. Contract Specifications

The work specified in the contract will be performed in strict accordance with the following provisions, Plans, Specifications & Conditions.

Special Provisions – N/A

Plans – N/A

Standard Drawings – N/A

Supplemental Specifications – N/A

Standard Specifications – Asphalt Patching shall be completed in accordance with all specifications listed within and pertaining to O.P.S.S. 310 dated Nov 2021 and 1150 dated Nov 2020 or any subsequent and updated specifications released by the Ministry of Transportation.

Hot asphalt material shall consist of HL4 and meet OPSS 1150 (Nov 2020) and O.P.S.S. 310 (Nov 2017) specifications.

Colas Binding agent meeting O.P.S.S. 310 (Nov 2017) shall be applied around perimeter of repair area.

Measurement for payment O.P.S.S. 310 (Nov 2017)

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

The City reserves the right to have materials tested on an intermittent and/or ongoing basis to ensure adherence to specifications.

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Asphalt Patching Services

Form of Tender

Each FORM OF TENDER 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 Tender.

I/We, the undersigned, have carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions. The Contractor understands and accepts the said work must be completed in strict accordance with 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. 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.

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

Item	Description	Estimated Quantity for Bidding Purposes	Quoted price per square meter (m ²)	Total Price
1	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. The City shall pay for depths of 50 mm thickness only.	Approx. 3,000 m ² - various locations		
2	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. The City shall pay for depths of 90 mm thickness only.	Approximately 1,750 m ² - various locations		
SUB-TOTAL:				
HST:				
TOTAL				

Form 1 to be submitted

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

the corresponding total cost of \$ _____ Tax included.

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

The specifications have been read over and agreed to this _____ day of _____ 2026

Company Name	Contact name (please print)
Mailing Address	Title
Postal Code	Authorizing signature "I have the authority to bind the company/corporation/partnership."
Telephone	Fax
Cell Phone if required	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 2 to be submitted

**City of Temiskaming Shores
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Asphalt Patching Services**

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 _____, 2026

Signed: _____

Title: _____

Company Name: _____

Form 3 to be submitted

City of Temiskaming Shores
PW-RFT-005-2026
Asphalt Patching Services

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 _____, 2026

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 4 to be submitted

City of Temiskaming Shores
PW-RFT-005-2026
Asphalt Patching Services

Schedule “A” - 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	WSIB Certificate Number (copy attached)

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.

Signed by Company Official

Printed

Signed

Form 5 to be submitted

City of Temiskaming Shores
PW-RFT-005-2026
Asphalt Patching Services

**Schedule “B” - 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 6 to be submitted

City of Temiskaming Shores
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Schedule “C” - Actual Area / Quantity Remittance Form

Post award, a form must be completed in full detail and submitted on the last day of each work month accompanied by the invoice, for the purposes of re-conciliation by the City.

ADDRESS / LOCATION	DATE	WIDTH (m.)	LENGTH (m.)	DEPTH (mm)	SQ. METRES	Total Cost
New Liskeard Working Area (enter physical address and date)						
						\$
						\$
						\$
						\$

An Excel Sheet properly filled out and submitted is acceptable