



**The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, May 30, 2017
6:00 P.M.
City Hall – New Liskeard Boardroom – 325 Farr Drive**

Agenda

1. Call to Order

2. Roll Call

3. Approval of Agenda

Draft Motion

Be it resolved that City Council approves the agenda as printed.

4. Declaration of Special Council Meeting

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

5. Disclosure of Pecuniary Interest and General Nature

6. New Business

a) Memo No. 012-2017-PW – STATO Trail Tender Award – Request for Tender RS-RFT-001-2017

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 012-2017-PW; and

That Council agrees to delay the requirement for a Supplemental Report for Request for Tender RS-RFT-001-2017 until the June 6, 2017 Regular Council meeting.

b) Administrative Report No. PW-012-2017 – Tender Award – 2017 Hot Mix Asphalt Patching

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-012-2017 particularly Appendix 01 – Tender Results and Appendix 02 - Draft Agreement;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 6.0 Approval Authority, Council approves the award of the 2017 Asphalt Patching contract to *Miller Paving Limited* at the unit price of \$50.50 per square metre for 50 mm thickness and \$91.00 per square metre for 90 mm thickness plus HST; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the May 30, 2017 Special Council meeting.

c) Administrative Report No. PW-013-2017 – Tender Award – Concrete Sidewalk and Curb Repairs

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-013-2017 particularly Appendix 01 - Tender Results and Appendix 02 - Draft Agreement;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 6, Approval Authority, Council approves the award of the 2017 Concrete Sidewalk and Curb Repair contract to *Pedersen Construction (2013) Inc.* at

unit costs of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the May 30, 2017 Special Council meeting.

d) Administrative Report No. PW-014-2017 – Tender Award – Granular M

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-014-2017 particularly Appendix 01 – Tender Results and Appendix 02 - Draft Agreement;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 6, Approval Authority, Council approves the award of the Crushing and Stockpiling of Granular "M" in the Contractors Pit location contract to *Alvin Caldwell Sand & Gravel Ltd.* at a unit price of \$6.40 per tonne (with a maximum of 10,000 tonnes) plus HST; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the May 30, 2016 Special Council meeting.

e) Administrative Report No. PW-015-2017 – 2017 Roadway Surfacing Program – Surface Treatment

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-015-2017, particularly Appendix 01 - Proposed 2017 Roads Program (Surface Treatment) prepared following consultation with the Public Works Committee for the resurfacing of various roadway sections in Temiskaming Shores;

That Council acknowledges the review of the results of Request For Proposal PW-RFP-005-2017, attached to this report as Appendix 02 and confirms that the 2017 Roads Program - Surface Treatment program be completed as defined in the Request for Proposal;

That Council authorizes the re-allocation of sufficient funds from the Golf Course Road Bridge project to complete the 2017 Road Resurfacing Program – Surface Treatment project;

That as outlined in By-law No. 2017-015, *Procurement Policy, Section 6, Approval Authority*, Council approves the award of the 2017 Road Resurfacing Program – Surface Treatment contract to *Miller Paving Limited* at a cost of Three Hundred Forty-Two Thousand and Eighty-Two Dollars (\$342,082.00) plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for the said work for Council's consideration at the May 30, 2017 Special Council meeting.

f) Administrative Report No. PW-016-2017 – 2017 Roadway Surfacing Program – Hot Mix Paving

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2017, particularly Appendix 01 - 2017 Roads Program (Hot Mix Paving) prepared following consultation with the Public Works Committee for the resurfacing of various roadway sections in Temiskaming Shores;

That Council acknowledges the review of the results of Request For Proposal PW-RFP-006-2017, attached to this report as Appendix 02 and confirms that the 2017 Roads Program – Hot Mix Paving Program be completed as defined in the Request for Proposal;

That Council authorizes the re-allocation of sufficient funds from the Golf Course Road Bridge project to complete the 2017 Road Resurfacing Program – Hot Mix Paving program;

That as outlined in By-law No. 2017-015, *Procurement Policy, Section 6, Approval Authority*, Council approves the award of the 2017 Road Resurfacing Program – Hot Mix Paving Program contract to *Miller Paving Limited* at a cost of Four Hundred Sixty - Eight Thousand Two Hundred and Eighty-Five Dollars (\$468,285.00) plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for the said work for Council's consideration at the May 30, 2017 Special Council meeting.

g) Administrative Report No. PW-017-2017 – Tender Award – Supply and Delivery of Miscellaneous Culverts

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-017-2017;

That Council approves the award of the Supply and Delivery of Miscellaneous Culverts contract to *Canada Culvert* in the amount of \$ 23,881.34 plus HST; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with *Canada Culvert* for consideration at the May 30, 2017 Special Council meeting.

7. **By-laws**

Draft Motion

Be it resolved that:

By-law No. 2017-077 Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations within the City of Temiskaming Shores

By-law No. 2017-078 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City of Temiskaming Shores

By-law No. 2017-079 Being a by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” at their source located in Firstbrook Township and accessible via Dump Road

By-law No. 2017-080 Being a by-law to enter into an agreement with Miller Paving Limited for the 2017 Roadway Surfacing Program (Surface Treatment) within the City of Temiskaming Shores

By-law No. 2017-081 Being a by-law to enter into an agreement with Miller Paving Limited for the 2017 Roadway Surfacing Program (Hot Mix Paving) within the City of Temiskaming Shores

By-law No. 2017-082 Being a by-law to enter into an agreement with Canada Culvert for the Supply and Delivery of Miscellaneous Culvert Pipe to various locations within the City of Temiskaming Shores

Draft Motion

Be it resolved that:

By-law No. 2017-077;

By-law No. 2017-078;

By-law No. 2017-079;

By-law No. 2017-080;

By-law No. 2017-081; and

By-law No. 2017-082;

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

8. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ p.m.

Mayor – Carman Kidd

Clerk – David B. Treen



Memo

To: Mayor and Council
Cc: Christopher Oslund, City Manager
From: Douglas Walsh, Director – Public Works
Date: May 30, 2017
Subject: STATO Trail Tender – RS-RFT-001-2017
Attachments:

Mayor and Council:

During the May 16th, 2017 Regular Council Meeting, Council acknowledged receipt of Administrative Report No. PW-010-2017, related to the above noted subject, with recommendations to discuss the quotations submitted by the Contractors to verify sub-contractors, suppliers and quotation with the bidders of two lowest submissions and provide a Supplementary Report to Council on May 30th, at a Special Council meeting.

Since that time staff have discussed the initial submissions with the two contractors and still have un-answered questions. The contractor that provided the lowest cost estimate has not yet been able to confirm suppliers for the granular materials to be used on the project and has not been able to secure a sub-contractor and supplier for the Hot Mix Asphalt required for the surface of the Trail.

The Public Works Committee met on Friday May 26, 2017 and discussed awarding of the work to be completed for the STATO Trail Extension Project as well as the correspondence between staff and the Contractor. The Committee discussed the risks involved with various options related to the awarding of the contract and confirmed that the information requested related to the sub-contractors and suppliers is required to make an informed decision.

In light of staff's recent discussions with the contractor's involved and subject to the Procurement Policy (By-Law No. 2017-015 enacted by Council on February 7, 2017), staff are requesting that the Supplementary Report be delayed until the June 6th, Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Douglas Walsh
Director – Public Works

Christopher W. Oslund
City Manager

Subject: Tender Award – 2017 Hot Mix
 Asphalt Patching

Report No.: PW-012-2017
Agenda Date: May 30, 2017

Attachments

- Appendix 01:** Tender Results
- Appendix 02:** Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-012-2017;
2. That as outlined in By-law No. 2017-015, Procurement Policy, Section 6.0 Approval Authority, Council approves the award of the 2017 Asphalt Patching contract to *Miller Paving Limited* at the unit price of \$50.50 per square metre for 50 mm thickness and \$91.00 per square metre for 90 mm thickness plus HST; and
3. That Council directs Staff to prepare the necessary by-law and agreement for the said contract for Council’s consideration at the May 30, 2017 Special Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the provision of asphalt patching services at various locations within the City of Temiskaming Shores.

The work consists generally of the supply of all materials as per specifications, labour and equipment for the successful installation of asphalt patches located at various locations within the City boundaries as directed by the Superintendent of Transportation or designate. 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 Request for Tender documents were prepared and PWO-RFT-007-2017 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on Tuesday May 16th, 2017.

Analysis

Three (3) responses to the tender request were received by the closing date.

Bidder	Unit Cost 50	Unit Cost 90
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	mm Thickness	mm Thickness
Miller Paving Limited	\$50.50	\$91.00
Loach Asphalt Ltd.	\$60.00	\$95.00
Demora Construction	\$53.00	\$93.00

Miller Paving Limited, Loach Asphalt and Demora Construction have all successfully completed similar projects in Temiskaming Shores and have demonstrated the ability to successfully complete this work as intended. Between 2014 & 2016 Miller Paving were the successful Contractor, however, sub-contracted the work to both Loach Asphalt and Demora Construction due to work load and scheduling conflicts.

The tenders were analysed for errors and/or omissions and each tender was found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Procurement Policy (By-Law 2017-015).

Relevant Policy / Legislation/City By-Law

- 2017 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

Asset Management Plan Reference

N/A

Consultation / Communication

- Presentation to Public Works Committee on May 26th, 2017
- Administrative Report PW-012-2017, dated May 30th, 2017

Financial / Staffing Implications

This item has been approved in the current budget: Yes No N/A

This item is within the approved budget amount: Yes No N/A

The 2017 Budget includes allocated funds within the Environmental and Transportation Operating Budgets to address asphalt repairs due to water and sewer ruptures as well as surface failures and will be distributed as applicable.

Given that the Department is still encountering sewer, water and roadway issues that will affect the final total of surface repairs required, a surface area estimate of 2,250 sq. m for 50 mm thickness and 1,500 sq. m for 90 mm thickness was used for tendering purposes. It is recommended that the award of this work be based on unit costs and that the work will be charged to the appropriate accounts within the operations budget.

Staffing implications related to this matter are limited to normal administrative functions and duties as well as verifying field measurements.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



PWD - RFT - 007 - 2017
ASPHALT PATCHING SERVICES

MAY 16, 2017
2:00 P.M

1) LOACH ASPHALT.

ITEM 1	-	135,000.00 60.00/sq m.
		125,000.00
ITEM 2	-	142,500.00 95.00/sq m
SUB TOTAL		\$277,500.00
HST		36,075.00
TOTAL		313,575.00

2) DEMORA

ITEM 1	-	119,250.00 53.00/sq m.
ITEM 2	-	139,500.00 93.00/1"
SUB TOTAL	-	258,750.00
HST		33,637.50
TOTAL		\$292,387.50

3) MILLER PAVING

ITEM 1	-	113,625.00 50.50/sq m
" 2	-	136,500.00 91.00/1"
SUB TOTAL	-	250,125.00
HST		32,516.25
TOTAL	-	282,641.25

IN ATTENDANCE:

Jessica Caldwell
Ashley Roy
Neil Leach
Matt McLean

Alvin Caldwell Sand & Grc
MILLER PAVING
Loach Asphalt
Demora
Loaf Thomas



The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations within the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-012-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Hot Mix Asphalt Patching Services for consideration at the May 30, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations in the City of Temiskaming Shores, the unit price of \$50.50 per square metre for 50 mm thickness and \$91.00 per square metre for 90 mm thickness plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the Supply of Hot Mix Asphalt Patching Services

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Miller Paving Limited

(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply and Application of Asphalt Patching Services
Tender No. PWO-RFT-007-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **October 31st, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit price of \$50.50 per square metre for 50 mm thickness and \$91.00 per square metre for 90 mm thickness plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if

sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Paving Limited
P.O. Box 248
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Miller Paving Limited

Contractor's Seal)
(if applicable))

Estimating Manager – Britt Herd

Witness
Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement



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 (m2)	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. 2,250 m ² - various locations	\$50.50	\$113,625.00
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 1,500 m ² - various locations	\$91.00	\$136,500.00
SUB-TOTAL:				\$250,125.00
HST:				\$32,516.25
TOTAL				\$282,641.25



I/We Miller Paving Limited offer to supply the requirements stated within the corresponding total cost of \$ 282,641.25 Tax included.

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

I/We will deliver the required services / equipment within 4 weeks from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 16th day of May 2017

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address Box 248 704024 Rockley Road New Liskeard, ON	Title Manager, Estimating – Northern Group
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Fax 705-647-3611
Cell Phone if possible 705-648-5428	Email britt.herd@millergroup.ca



City of Temiskaming Shores

**PWO-RFT-007-2017
Asphalt Patching Services**

Non Collusion Affidavit

I/ We Miller Paving Limited 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 quoted 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, Tender or Proposal 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 New Liskeard this 16th day of May, 2017

Signed

Company Name

Miller Paving Limited

Title

Manager, Estimating -- Northern Group



**City of Temiskaming Shores
PWO-RFT-007-2017
Asphalt Patching Services**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation 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 quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 16th day of May, 2017.

Firm Name Miller Paving Limited

Bidder's Authorization Official Britt Herd

Title Manager, Estimating

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-007-2017
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.

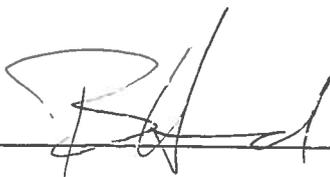
Name	Address	WSIB Certificate Number (copy attached)

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

BRITT HEED

Printed



Signed

Page 5 of 6 to be submitted



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 Miller Paving Limited _____ Company Name

Phone Number 705-647-4331 Address 704024 Rockley Road, New Liskeard, ON P0J 1P0

I, Britt Herd _____, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: May 16, 2017

Subject: Tender Award – Concrete Sidewalk
& Curb Repairs

Report No.: PW-013-2017
Agenda Date: May 30, 2017

Attachments

Appendix 01: Tender Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-013-2017 particularly Appendix 01 - Tender Results and Appendix 02 - Draft Agreement;
2. That as outlined in By-law No. 2017-015, Procurement Policy, Section 6, Approval Authority, Council approves the award of the 2017 Concrete Sidewalk and Curb Repair contract to *Pedersen Construction (2013) Inc.* at unit costs of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes; and
3. That Council directs Staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the May 30, 2017 Special Council meeting.

Background

Each year the City of Temiskaming Shores is required to repair a varying amount of concrete sidewalk and curb and gutter damaged during winter excavations for sewer and water repairs. Due to a significant workload in 2017 the Public Works Dept. City has again opted to procure the services of experienced and qualified contractors for the provision of sidewalk and curb repair services at various locations within the City of Temiskaming Shores.

The work consists generally of the supply of all labour, equipment and as per specifications, for the successful repair of concrete sidewalk and curb & gutter various locations within the City boundaries as directed by the Superintendent of Transportation or designate. It is understood that the Contractor shall have sufficient knowledge and expertise in concrete placement and the repair process and shall have the ability to administrate the project as well as operate all equipment.

The Request for Tender document was prepared and PWO-RFT-008-2017 was distributed to local known potential bidders and was posted on the City's web site. The closing date was 2:00 p.m. on Tuesday May 16th, 2017.

Analysis

Two (2) responses to the tender request were received by the closing date.

Bidder	Unit Price per Sq. Metre	Unit Price per Linear Metre
Pedersen Const.	\$160.00	\$160.00
Demora Const.	\$185.00	\$195.00

Pedersen Construction has successfully completed similar projects in Temiskaming Shores and has demonstrated the ability to successfully complete work as intended. Demora Construction is relatively new in the area, however, do have experienced concrete finishers at their disposal.

The tenders were analysed for errors and/or omissions and both were found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Procurement Policy (By-Law 2017-015).

Relevant Policy / Legislation/City By-Law

- 2017 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

Asset Management Plan Reference

N/A

Consultation / Communication

- Presentation to Public Works Committee on May 26th, 2017
- Administrative Report PW-013-2017, dated May 30th, 2017

Financial / Staffing Implications

This item has been approved in the current budget: Yes No N/A

This item is within the approved budget amount: Yes No N/A

The monies required for the repair work will be drawn from the Environmental Operation Budget as per past practise (water and sewer repairs) or the Roadways Budget as required.

Given that the Department is still encountering sewer, water and roadway issues that will affect the final total of repairs required, a surface area estimate of 250 sq. m for sidewalk and 50 linear metres for curb replacement was used for tendering purposes. It

is recommended that the award of this work be based on unit costs and that the work will be charged to the appropriate accounts within the operations budget.

Staffing implications related to this matter are limited to normal administrative functions and duties as well as verifying field measurements.

Alternatives

Due to workload, completing the work internally was not considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



PWD-RFT-008-2017
SIDEWALK + CURB CONSTRUCTION

MAY 16, 2017
 2:00 P.M.

1) DEMORA

ITEM 1	-	46,250. ⁰⁰	185. ⁰⁰ /sq m.
" 2		9,750. ⁰⁰	195. ⁰⁰ /l.m.
SUB TOTAL		56,000. ⁰⁰	
H&T		7,280. ⁰⁰	
TOTAL		63,280. ⁰⁰	

2) PEDERSEN CONST

1	-	40,000. ⁰⁰	160. ⁰⁰ /sq m
2	-	8,000. ⁰⁰	160. ⁰⁰ /l.m.
SUB TOTAL		48,000. ⁰⁰	
H&T	-	6,240. ⁰⁰	
TOTAL		54,240. ⁰⁰	

IN ATTENDANCE:

Jessica Caldwell
 A Roy
 Neil HONEY
 Matt McLean
 Dave Green
 LINDA MCKNIGHT

Alvin Caldwell Sand & Gravel Ltd.
 MILLER PAVING LTD.
 LOACH Asphalt LTD
 Demora
 C of T/S
 " "
 " "

[Signature]
 Linda McKnight

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-013-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services for consideration at the May 30, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations in the City of Temiskaming Shores, at unit cost of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the Supply of Concrete Sidewalk and Curb Repair Services

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply Sidewalk and Curb Construction Services
Tender No. PWO-RFT-008-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **October 31st, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **at unit cost of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if

sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Pedersen Construction (2013) Inc.
P.O. Box 2409
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Pedersen Construction (2013) Inc.

Contractor's Seal)
(if applicable))

President – Karl Pedersen

Witness
Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement

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

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

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

Item	Description		Quoted price per m2	Total
1	Construction and installation of concrete sidewalk in accordance with OPSS 351 (Nov. 2010)	Approx. 250 square meters(m2) - sidewalk at various locations	\$160.00 / m2	\$40,000.00
			Quoted Price per metre	
2	Construction and installation of concrete curb in accordance with OPSS 351 (Nov. 2010)	Approx. 50 metres - curb at various locations	\$160.00 /m	\$8,000.00
			SUB TOTAL	\$48,000.00
			H.S.T.	\$6,240.00
			TOTAL	\$54,240.00

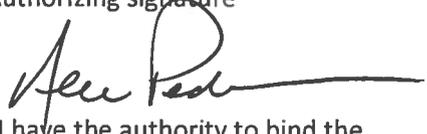
Page 1 of 6 to be submitted



I/We Pedersen Construction (2013) Inc. offer to supply the requirements stated within for the total contract price of \$ 46,500.00 + H.S.T.

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

The specifications have been read over and agreed to this 16 day of May 2017

Company Name Pedersen Construction (2013) Inc.	Contact name (please print) Alec Pedersen
Mailing Address P.O. Box 2409 New Liskeard, Ontario POJ 1P0	Title Secretary-Treasurer
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-6223	Fax 705-647-8851
Cell Phone if possible 705-647-2707	Email apedersen@pedersenconstruction.ca

**City of Temiskaming Shores
PWO-RFT-008-2017
Sidewalk and curb construction**

Non Collusion Affidavit

I/We Alec Pedersen 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 quoted 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, Tender or Proposal 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 New Liskeard this 16 day of May, 2017

Signed



Company Name

Pedersen Construction (2013) Inc.

Title

Secretary-Treasurer

Page 3 of 6 to be submitted



**City of Temiskaming Shores
Sidewalk and Curb Construction
PWO-RFT-008-2017**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

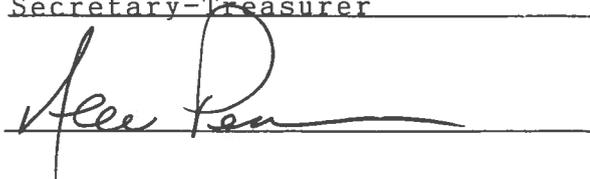
In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at New Liskeard this 16 day of May, 2017.

Firm Name Pedersen Construction (2013) Inc.

Bidder's Authorization Official Alec Pedersen

Title Secretary-Treasurer

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
Sidewalk and Curb Construction
PWO-RFT-008-2017**

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)
Not Applicable		

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

Alec Pedersen

Printed



Signed

May 16, 2017

Date

Page 5 of 6 to be submitted



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 Pedersen Construction (2013) Inc. Company Name

Phone Number
705-647-6223

Address P.O. Box 2409
New Liskeard, Ontario P0J 1P0

I, Alec Pedersen, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: May 16, 2017

Subject: Tender Award – Granular M

Report No.: PW-014-2017
Agenda Date: May 30, 2017

Attachments

Appendix 01: Tender Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-014-2017, particularly Appendix 01 – Tender Results and Appendix 02 - Draft Agreement;
2. That as outlined in By-law No. 2017-015, Procurement Policy, Section 6, Approval Authority, Council approves the award of the Crushing and Stockpiling of Granular “M” in the Contractors Pit location contract to *Alvin Caldwell Sand & Gravel Ltd.* at a unit price of \$6.40 per tonne (with a maximum of 10,000 tonnes) plus HST; and
3. That Council directs Staff to prepare the necessary by-law and agreement for the said contract for Council’s consideration at the May 30, 2016 Special Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply, crushing and stockpiling of granular material for use in the maintenance operations at various locations within the City of Temiskaming Shores.

The work generally consists of supplying of granular material in a desired quantity, to be crushed, hauled and stockpiles in specified locations as and where directed by City staff. In previous years 10,000 to 12,000 tonnes of material have been purchased.

Previously, the City accepted tenders for the crushing of Granular M to be produced and stockpiled in the City owned source on Dump Road, Bucke Township, however, due to concerns that the material would not meet specifications and based on the tendered prices, the City has since reverted to obtaining the material through the tendering process from local suppliers and stockpiled at the source or at a designated site within the municipality.

On or about May 2nd, 2017 the City distributed a Request for Tender (PWO - RFT- 009-2017) for the crushing and stockpiling of Granular M in the Contractors Pit location in hopes of obtaining a more competitive and budget friendly price. The documents were

provided to previous and known potential bidders with closing date at 2:00 p.m. on May 16th, 2017.

Analysis

Five (5) RFT documents were distributed and three (3) responses were received by the closing date.

Supplier	Unit Price	Tender Amount	HST	Total
A. Miron Topsoil	\$7.80	\$78,000.00	\$10,140	\$88,140
Caldwell Sand & Gravel	\$6.40	\$64,000.00	\$8,320	\$72,320
Pedersen Construction	\$14.40	\$144,000.00	\$18,720	\$162,720

Alvin Caldwell Sand & Gravel Ltd. has successfully completed similar projects for Temiskaming Shores and throughout Northern Ontario and has demonstrated the ability to complete this work as intended.

The tender was analysed for errors and/or omissions and were found to be correct and complete. The acquisition process was in keeping with the City’s Procurement Policy (By-Law 2017-015).

Relevant Policy / Legislation/City By-Law

- 2017 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

Asset Management Plan Reference

N/A

Consultation / Communication

- Presentation to Public Works Committee on May 26th, 2017
- Administrative Report PW-013-2017, dated May 30th, 2017

Financial / Staffing Implications

This item has been approved in the current budget: Yes No N/A

This item is within the approved budget amount: Yes No N/A

The approved 2017 budget allocation for loose-top maintenance is \$100,000.00 which included \$40,000 for the production of Recycled Asphalt Product (RAP) using stockpiled

asphalt and concrete located on City property. At this point in time, there has been nothing charged to that account.

Based on a unit cost of \$6.40 per tonne and a quantity of 10,000 metric tonnes, including the non-refundable HST, the cost for Granular “M” material would be approximately \$65,130.00 leaving approximately \$34,870 within the approved budget allocation for the crushing of RAP should it be considered.

Staffing implications related to this matter are limited to normal administrative functions and duties and verifying final quantities.

Alternatives

A reduction in the Tender quantities for the Granular “M” was considered, however, is not being recommended due to Department needs for maintenance purposes.

Submission

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PWO-RFT-006-2017**

Opening Date: **May 16, 2017**

Inquiry Contact: **G. Douglas Walsh**

Opening Time: **2:00 pm**

Description: **Supply and Stockpile of Granular M**

Form of Proposal

Bidder: **PEDERSEN S**

Granular M (10,000 t):	14.40
Sub-total:	144,000. ⁰⁰
HST:	18,720. ⁰⁰
Total:	162,720. ⁰⁰

Bidder:

Granular M (10,000 t):	
Sub-total:	
HST:	
Total:	

Bidder: **ALVIN CALDWELL**

Granular M (10,000 t):	6.40
Sub-total:	64,000. ⁰⁰
HST:	8,320. ⁰⁰
Total:	72,320. ⁰⁰

Bidder:

Granular M (10,000 t):	
Sub-total:	
HST:	
Total:	

Bidder: **MICHAEL TOPSOIL**

Granular M (10,000 t):	7.80
Sub-total:	78,000. ⁰⁰
HST:	10,140. ⁰⁰
Total:	88,140. ⁰⁰

Bidder:

Granular M (10,000 t):	
Sub-total:	
HST:	
Total:	

Bidder:

Granular M (10,000 t):	
Sub-total:	
HST:	
Total:	

Bidder:

Granular M (10,000 t):	
Sub-total:	
HST:	
Total:	

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name
 Jessica Caldwell
 Ashley Roy
 Neil Loncitt
 Matt McLean
 Doug Winst
 DAVE TREEN
 LINDA MCKNIGHT

Representing
 A-Caldwell Sand & Gravel
 MILLER PAVING
 Loncitt Asphalt
 Demara
 C of TS
 " " " " " "
 C of TS

Signature
 J. Caldwell
 A Roy
 Neil Loncitt
 [Signature]
 [Signature]
 [Signature]

The Corporation of the City of Temiskaming Shores
By-law No. 2017-000

Being a by-law to enter into an agreement with Alvin
Caldwell Sand & Gravel Ltd. for the Crushing and
Stockpiling of Granular “M” at their Source located in
Firstbrook Township and accessible via Dump Road

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality’s ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-014-2017 at the May 30th, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” for consideration at the May 30th, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Alvin Caldwell Sand & Gravel Ltd. Crushing and Stockpiling of a maximum 10,000 tonne of Granular “M” at the unit cost of \$6.40 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule “A” and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Alvin Caldwell Sand & Gravel Ltd.

for the Crushing and Stockpiling of Granular "M"

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

Alvin Caldwell Sand & Gravel Ltd.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Crushing and Stockpiling of Granular "M"
TENDER No. PWO-RFT-006-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Director, all the work by **July 31st, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit cost of Six Dollars and Forty Cents (\$6.40) per tonne plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a

failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Alvin Caldwell Sand & Gravel Ltd.
P.O. Box 502
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Alvin Caldwell Sand & Gravel Ltd.

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement

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.

The Contractor has 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 Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Tender, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

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

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

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

ITEM #	MATERIAL	QUANTITY	UNIT PRICE	TOTAL
1	GRANULAR "M" 5/8 as per OPSS 1010, crush and stockpile at Contractors location within 5 kms of Temiskaming Shores.	10,000 tonnes	\$ 6.40	\$ 64,000.00
SUB-TOTAL:				\$ 64,000.00
HST:				\$ 8,320.00
TOTAL				\$ 72,320.00

I/We ALVIN CALDWELL SAND & GRAVEL LTD offer to supply the requirements stated within.

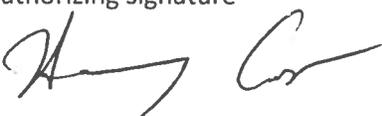
the corresponding total cost of \$ 72,320.00 Tax included.

I/We guarantee the availability of the required materials stockpiled at the Contractors location considered to be CALDWELL MAIN PIT pit, located within 5 kms of the outside boundaries of Temiskaming Shores.

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

I/We shall endeavor to complete the work by July 31st, 2017.

The specifications have been read over and agreed to this 16th day of MAY 2017

Company Name <u>ALVIN CALDWELL SAND & GRAVEL LTD</u>	Contact name (please print) <u>HARRY COOPER</u>
Mailing Address <u>P.O. BOX 502 NEW LISKEARD, ON</u>	Title <u>GENERAL MANAGER</u>
Postal Code <u>P05 1P0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705 647 5369</u>	Fax <u>705 647-5372</u>
Cell Phone if possible <u>705 648 3692</u>	Email <u>harry@caldwellconstruction.ca</u>

**City of Temiskaming Shores
PWO-RFT-009-2017
Supply and Stockpile Granular M**

Non Collusion Affidavit

I/We HARRY COOPER 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 quoted 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, Tender or Proposal 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 NEW LISKEARD this 16th day of MAY, 2017

Signed 
Company Name ALVIN CACONELLI SANDS & GRAVEL LTD
Title GENERAL MANAGER

**City of Temiskaming Shores
PWO-RFT-009-2017
Supply and Stockpile Granular M**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

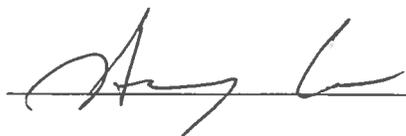
In making this quotation submission, our Company ~~has~~ / has no (strike out inapplicable portion) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at NEW LISKEARD this 16th day of MAY, 2017.

Firm Name ALVIN CALDWELL SAND & GRAVEL LTD

Bidder's Authorization Official HARRY COOPER

Title GENERAL MANAGER

Signature 

**City of Temiskaming Shores
PWO-RFT-009-2017
Supply and Stockpile Granular M**

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)
N/A		

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

HARRY COOPER

Printed

[Signature]

Signed

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 HARRY COOPER Company Name ALVIN CALDWELL SAND & GRAVEL LTD

Phone Number 705 647-5369 Address 437110 HAWK DRIVE NEW LISKEARD, ON

I, HARRY COOPER, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: May 16 / 17

Subject: 2017 Roadway Surfacing Program -
Surface Treatment

Report No.: PW-015-2017
Agenda Date: May 30, 2017

Attachments

Appendix 01: Proposed 2017 Roads Program (Surface Treatment)

Appendix 02: RFP Results

Appendix 03: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-015-2017, particularly Appendix 01 - Proposed 2017 Roads Program (Surface Treatment) prepared following consultation with the Public Works Committee for the resurfacing of various roadway sections in Temiskaming Shores;
2. That Council acknowledges the review of the results of Request For Proposal PW-RFP-005-2017, attached to this report as Appendix 02 and confirms that the 2017 Roads Program - Surface Treatment program be completed as defined in the Request for Proposal;
3. That Council authorizes the re-allocation of sufficient funds from the Golf Course Road Bridge project to complete the 2017 Road Resurfacing Program – Surface Treatment project;
4. That as outlined in By-law No. 2017-015, *Procurement Policy, Section 6, Approval Authority*, Council approves the award of the 2017 Road Resurfacing Program – Surface Treatment contract to *Miller Paving Limited* at a cost of Three Hundred Forty-Two Thousand and Eighty-Two Dollars (\$342,082.00) plus applicable taxes; and
5. That Council directs staff to prepare the necessary by-law and agreement for the said work for Council's consideration at the May 30, 2017 Special Council meeting.

Background

In preparation for the 2017 Budget deliberations Public Works staff reviewed the current five year plan to determine how best to address the needs of the municipality with respect to roadway surfaces and maintenance issues.

Staff met with representatives from Miller Paving Northern in the late fall of 2016 to determine what services and arrangements are readily available for the upcoming year in order to continue the work that was initiated in 2013 and could be completed with a

projected funding allowance available in 2017. As a result of the preliminary discussions, Millers provided an initial assessment of work proposed by Public Works staff and cost estimates associated with various sections of roadway, for discussion purposes.

The list of proposed surface treatment work included the placement of a double treatment on Niven Street South from Main Street to King Street, Albert Street from Niven Street to the ONR crossing (Section One), a single treatment on Quarry Road South / Dutton Street from West Road to Lakeshore Road and a double treatment on Edward Street from Dutton Street to Lakeshore Road (Section Two) and a double treatment on Tobler Road from Highway 11 to Peters Road (Section Three).

During the 2017 Budget deliberations, Council considered the current and future needs of the municipality with respect to maintenance and rehabilitation of both gravel and hardtop roadway surfaces. Included in the 2017 Public Works Operations Budget is \$100,000 for supply placement and stockpiling of Granular “M” material and crushing of recycled asphalt product (RAP), \$200,000 for patch paving and roadway repairs (not including repairs due to water and sewer issues) and a total of \$754,075.00 for hardtop resurfacing including hot mix asphalt and surface treatment in the Capital portion of the Budget.

As directed by the Public Works Committee, City staff distributed a Request for Proposals (PWO-RFP-005-2017) for the placement of Surface Treatment. The documents were provided to previous and known potential bidders with closing date at 2:00 p.m. on May 16th, 2017

Analysis

Four (4) RFP documents were distributed and only one (1) response was received from Miller Paving Limited by the closing date.

Section No.	Surf. Treat.	Grading	Non Ref. HST	Total	2017 Budget
One	\$114,720.00	\$61,437.50	\$ 3,100.37	\$179,257.87	\$160,000.00
Two	\$ 71,352.00	\$ 8,612.50	\$ 1,407.38	\$ 81,371.88	\$ 87,000.00
Three	\$ 76,160.00	\$ 9,800.00	\$ 1,512.90	\$ 87,472.90	\$ 65,125.00
Total:				\$348,102.65	\$312,125.00

Note: Proposal pricing shown above includes the supply of additional Granular “A” material to selected roadway sections as well as the Class 2 Aggregate for driving surface. The proposal also noted the potential use of City equipment and operators for the grade preparation as a source of revenue to assist in off-setting some of the cost over-run.

Miller Paving Limited successfully completed similar projects for Temiskaming Shores and throughout Northern Ontario and has demonstrated the ability to complete this work as intended.

The proposal was analysed for errors and/or omissions and was found to be correct and complete. The acquisition process was in keeping with the City's Procurement Policy (By-Law 2017-015).

Relevant Policy / Legislation / City By-Law

- 2017 Public Works Operations and Capital Budgets
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders
- Resolution 2017-140, April 4, 2017 – Release of RFP's

Asset Management Plan Reference

The proposed work plan for 2017 continues to address areas that have been previously identified and have been included in the City's Asset Management Plan.

Consultation / Communication

- Discussion at Public Works Committee on March 16, 2017, Item 9.15 – 2017 Roads Program
- Memo 009-2017-PW – April 4th, 2017 – 2017 Roads Program – Release of RFP
- Resolution 2017-136 – April 4th, 2017 – March 16th, 2017 PW Committee Minutes
- Resolution 2017-140 – April 4th, 2017 – Release of RFP for 2017 Roads Program
- Draft Admin. Report presentation to Public Works Committee - May 26th, 2017
- Administrative Report PW-015-2017 to Council, dated May 30th, 2017

Financial / Staffing Implications

This item has been approved in the current budget: Yes No N/A

This item is within the approved budget amount: Yes No N/A

The costs associated with the 2017 Capital Program work outlined in Appendix 01 were allocated based on the sole-source preliminary estimates from reliable sources.

The total cost of the proposed work is approximately \$36,000 (including non-refunded HST), over the approved Capital Budget.

In order to accommodate the additional expenditure, it is recommended that the additional funds be re-allocated within the 2017 Capital Budget by postponing the proposed repairs to the Golf Course Road Bridge (additional work is required over the previously proposed repairs) and revisiting the major work to the structure in the 2018 budget process.

Alternatives

- 1) A component of the Surface Treatment or Hot Mix Paving work included in the 2017 Roads program be postponed until 2018.
- 2) Proceed with the planned Surface Treatment work, with the re-allocation of required funds (\$36,000.00) by postponing the Golf Course Road Bridge project until 2018. – This option is recommended.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

2017 Roadway Surfacing Program – Surface Treatment

Section One: Niven Street South / Albert Street

Niven Street South from Main Street to King Street - \$160,857.50 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular "A".
3. Place double application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 2200 metres.

Albert Street from Niven Street South to ONR Crossing - \$15,300.00 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular "A".
3. Place double application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 200 metres.

Section Two: Quarry Road South

Quarry Rd. South / Dutton St. from West Rd. to Lakeshore Rd. - \$56,120.00 (plus tax)

1. Inspect and spot repair defects in existing RAP surface.
2. Place single application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 2300 metres.

Edward Street from Dutton Street to Lakeshore Road - \$23,844.50 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular "A".
3. Place double application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 320 metres.

Section Three: Tobler Road

Tobler Road from Highway 11 North to Peters Road - \$85,960.00 (plus tax)

1. Inspect and spot repair defects in existing treated roadway surface.
2. Place double application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 1600 metres.

Document Title: **PWO-RFP-005-2017**

Opening Date: **May 16, 2017**

Inquiry Contact: **G. Douglas Walsh**

Opening Time: **2:00 pm**

Description: **2017 Roads Program – Surface Treatment**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: *MILLER PAVING*

Bidder:

Sec. 1 - Niven St. S. (all items bid):	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	<i>176,157.50</i>
HST:	<i>22,900.48</i>
Total:	<i>199,057.98</i>
Sec. 2 – Quarry Rd. S. (all items bid):	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	<i>79,964.50</i>
HST:	<i>10,395.39</i>
Total:	<i>90,359.89</i>
Sec. 3 – Tobler Rd. (all items bid):	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	<i>85,960.00</i>
HST:	<i>11,174.80</i>
Total:	<i>97,134.80</i>

Sec. 1 - Niven St. S. (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 2 – Quarry Rd. S. (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 3 – Tobler Rd. (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	

Bidder:

Bidder:

Sec. 1 - Niven St. S. (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 2 – Quarry Rd. S. (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 3 – Tobler Rd. (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	

Sec. 1 - Niven St. S. (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 2 – Quarry Rd. S. (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 3 – Tobler Rd. (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance: *DAVE TREW C.O.F.T.S.*

Print Name
Jessica Caldwell
Ashley Roy
Matt Lonch

Representing
A. Caldwell Sand & Gravel
MILLER PAVING LTD
Hotch Asphalt

Signature
J. Caldwell
A. Roy
Matt Lonch

Matt Lonch
[Signature]
 MUNICIPAL CLERK

Demasa
C.O.F.T.S.

[Signature]
[Signature]
 MUNICIPAL CLERK

The Corporation of the City of Temiskaming Shores
By-law No. 2017-000

Being a by-law to enter into an agreement with Miller
Paving Limited for the 2017 Roadway Surfacing
Program (Surface Treatment) within the City of
Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-015-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2017 Roadway Surfacing Program (Surface Treatment) contract for consideration at the May 30, 2017 Special meeting of Council;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Miller Paving for the 2017 Roadway Surfacing Program (Surface Treatment) contact in the amount of \$342,082.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the 2017 Roadway Surfacing Program (Surface Treatment)

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Miller Paving Limited

(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Documents entitled:

**Corporation of the City of Temiskaming Shores
2017 Roadway Surfacing Program (Surface Treatment) at various locations
and outlined in Administrative Report No. PW-015-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01 and in the Contract Documents as outlined in Appendix 02, copies of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **September 30th, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Three Hundred and Forty - Two Thousand and Eighty - Two Dollars and Zero Cents (\$342,082.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication

where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Paving Limited
P.O. Box 1208
704024 Rockley Road
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

The Director of Public Works
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

2017 Roadway Surfacing Program – Surface Treatment

Section One: Niven Street South / Albert Street

Niven Street South from Main Street to King Street - \$160,857.50 (plus tax)

1. Grade existing surface material within roadway section.
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Section Three: Tobler Road

Tobler Road from Highway 11 North to Peters Road - \$85,960.00 (plus tax)

1. Inspect and spot repair defects in existing treated roadway surface.
2. Place double application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 1600 metres.



Appendix 02 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement

PROPOSAL

**2017 Roads Program – Surface Treatment
PWO-RFP-005-2017**

City of Temiskaming Shores



Prepared For
City of Temiskaming Shores
P.O Box 2050
325 Farr Drive
Haileybury, ON
P0J 1P0

Attention: Doug Walsh, Director of Public Works
Dave Treen, Municipal Clerk

Respectfully Submitted By
Miller Paving Limited
704024 Rockley Road
P.O Box 248
New Liskeard, ON
P0J 1P0
705-647-4331
705-647-3611 Fax
Contact: Britt Herd



2017 Roads Program Understanding and Scope of Work

Miller Paving Limited (Miller) is pleased to submit the following proposal to the City of Temiskaming Shores (City) for the 2017 Roads Program – Surface Treatment; Proposal Number PWO-RFP-005-2017.

Our understanding of the scope of work is as follows:

- Haileybury – Niven Street (from Main to King) – pre-grade road, supply, place and compact 50mm of Granular A; and spread Class 2 aggregate and spray HF150S emulsion for a double surface treatment, care will be taken to match driveways as required.
- Haileybury – Albert Street (from Niven easterly 200m) - pre-grade road, supply, place and compact 50mm of Granular A; and spread Class 2 aggregate and spray HF150S emulsion for a double surface treatment, care will be taken to match driveways as required.
- Haileybury – Quarry Road South, including Dutton (from West Road to Lakeshore) – repair minor surface defects on the existing RAP surface using cold or hot mix, sweep existing surface, and spread Class 2 aggregate and spray HF150S emulsion for a single surface treatment.
- Haileybury – Edward Street (from Dutton to Lakeshore) - pre-grade road, supply, place and compact 50mm of Granular A; and spread Class 2 aggregate and spray HF150S emulsion for a double surface treatment, care will be taken to match driveways as required.
- Dymond – Toblers Road (from Hwy 11 to Peters Road) – Repair soft area by cement stabilization, spread cement powder at a rate of 5% by volume and mix using a pulverizer, allow to cure for minimum of 7 days, regrade granular surface and spread Class 2 aggregate and spray HF150S emulsion for a double surface treatment.
- City of Temiskaming Shores – Structures in Roadway – Miller will place a wood cover over all structures within the surface treatment foot print, and spray directly over the structure. Structures should be at or near the surface.

The proposal pricing structure contains one (1) innovative construction technique (cement stabilization) that Miller understands and has pioneered in recent years. Miller has experience locally using cement stabilization on Toblers Road in Temiskaming Shores, and we have completed all the pre-work engineering to perform cement stabilizing on Peters road within the City limits. Cement stabilizing is a technique used on roads with poor subgrade (ie clay bases), to increase the strength of the base by injecting and mixing cement powder. We are committed to continue researching and pioneering this product, and our crews have the experience to construct the work effectively.

Work shall begin at the earliest opportunity and as weather permits, with the understanding that the completion date for the proposed work is August 25, 2017. In the event that the project is delayed beyond the completion date the City has established that liquidated damages of \$500 per calendar day shall apply if the aforementioned completion date is not met.

Qualifications, Expertise and Performance on Similar Projects:

Miller is celebrating its 100th anniversary this year and therefore the origins of Miller date back to 1917, when it was founded as A.E. Jupp Construction. Ownership changed in 1940, formally changing the name to Miller Paving Limited. Since its formation, Miller's reputation was solidified in the road building industry by participating in many major projects during the great road building boom of the mid-20th century, including the Alaska Highway. Miller is one of the largest privately held construction companies in Canada, and can provide the City, as required, all the financial requirements (Performance, Maintenance, Labour & Material Bonds; Letters of Credit) that it requires to undertake this project. In addition to financial security Miller shall provide the minimum insurance protection required of the proposal.



**City of Temiskaming Shores – 2017 Roads Program
PWO-RFP-005-2017
Surface Treatment**

Locally, in 1990, Miller purchased JM Grant Contractors, along with the JM Grant asphalt and concrete plants, which are located in the former Township of Dymond, and is now part of the City of Temiskaming Shores. Miller has since relocated much of their operations to the old MTO building on Rockley Road (in the former Township of Dymond), but still operates the original JM Grant concrete plant at the old site. The Rockley Road location is the headquarters for Miller in Northern Ontario, covering construction and maintenance across the vast geography of the Northeastern and Northwestern regions of Ontario.

Miller's success is based on time-proven construction methods and innovative technology, backed by vast technical and financial resources. With over 250 local employees available from the Rockley Road operation we take great pride in building and supporting our local urban and rural infrastructure across the Temiskaming Shores area.

Miller has gained extensive experience in road, bridge and heavy civil construction projects by working closely with all of our clients, no matter how big the budget may be. Our primary clients are the provincial and municipal governments of Ontario. Locally, in Temiskaming Shores, and throughout northeastern Ontario we have initiated a hands on approach with municipalities discussing asset and preservation management for their roads network. One of our objectives is to use the technical and financial resources of Miller to offer the smaller municipalities some flexibility when it comes to preserving their existing roads and streets. Current successes with this approach include the Township of Coleman, City of Temiskaming Shores, Town of Kirkland Lake, Town of Latchford, and the Township of Matachewan. We have performed roadwork similar to the work proposed in the 2017 roads program for each of the above municipalities, and performed similar work for other northern municipalities under a conventional design-bid-build tender process.

As with all projects and owner/client relationships we are focused on customer satisfaction and we constantly strive to complete all of our projects on budget and schedule. We understand that the construction window in northeastern region is short, and we work closely with each municipality to ensure the work is completed in a timely manner and prior to the approach of inclement weather.

Miller offers a diverse array of products and services, including a strong technical staff with the experience and background to construct and supply products and services to the construction industry. In 2017, Miller opened a state of the art asphalt mix design and research facility and aggregate laboratory at the Rockley Road location, where we will process and develop our own hot mix pavement designs and provide quality control for our construction teams. This laboratory, along with our portable laboratory trailers, will sample and test all types of aggregate for the construction industry. All of our laboratories participate in the Canadian Council of Independent Laboratories (CCIL) correlation program, including our staff. Our quality control staff are also certified for nuclear gauge compaction testing, and ACI plastic concrete testing. Our sister company, McAsphalt Industries, supplies the emulsified product for all of our projects, and is ISO certified (ISO 9001/14001). Additional testing is required on the Class 2 aggregate to ensure that the aggregate is compatible with HF150S. The application rates for the surface treatment binder and aggregate shall be met, but there may be occasions where the application rates may be adjusted slightly due traffic volumes, shade, sunlight, vertical or horizontal curves, etc, etc.

The Miller division located at Rockley Road is the headquarters for Northern Ontario, and this division is led by Jean-Pierre Breton, P.Eng, who is the Vice-President of Northern Operations. The Manager of Estimating of Northern Operations is Britt Herd, who has lived and worked in the Temiskaming Shores region for the past 43 years. Together Jean-Pierre and Britt have over 40 years of construction experience in the civil construction industry specifically Northern Ontario and both have committed to delivering a quality product and service to the people of the North.

Jean-Pierre Breton has the task of coordinating seven (7) Miller divisions within the Northern Group, including Miller Minerals in Haileybury, and the Rockley Road office in the former township of Dymond. Mr. Breton plans, directs, and coordinates the activities of all Miller operations in the Northern region



**City of Temiskaming Shores – 2017 Roads Program
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Surface Treatment**

including all specific projects to ensure that goals and objectives of the projects are accomplished within the prescribed time frame and within budget.

With over 20 years in the construction industry Britt has worked on various projects across Northeastern, Eastern and Northwestern Regions including the management of the northern structural and surface treatment divisions. As a member of the construction team he is responsible for estimating and managing construction projects that range in the millions of dollars annually. Britt has formalized meetings and connected with numerous Municipalities and First Nation communities across northeastern and northwestern Ontario developing road network asset and budget plans and implementing construction activities, all with the goal of providing the best one-stop service to the client, on time and on budget.

Proposed Project Team:

Miller has worked extensively in the City of Temiskaming Shores and is fully aware and understands the proposal requirements of PWO-RFP-005-2017 Roads Program – Surface Treatment, in particular the Scope of the Work and Appendix A. This Roads program is similar in nature to work that was completed in the past five (5) years within the City limits, all by the current project team.

Britt Herd will serve as the Project Manager for this proposal and understands the requirements of the proposal quite clearly. Britt has extensive knowledge of the City road network, and is capable of offering alternative construction techniques if required. Britt has worked with the City on developing a long term roads program that involves preservation management processes and reconstruction work in all areas of the City.

Glenn Fernandes is the supervisor of the surface treatment crew, and has 22 years of experience in the chip and tar business. Glenn and his crew have sprayed in excess of 6,500,000 litres of HF150S annually for the past 6 years, and have the experience and training to fulfil the proposal specifications and expectations. Glenn has worked on municipality projects across Northern Ontario, from the Quebec Border to the Manitoba Border and has the hands-on and down to earth experience in the surface treatment business to make all of his projects very successful, no matter the project location.

The supply and placement of Granular A will be scheduled and performed by Miller's road crew, who are led by Steve Amer. Steve is well known by City staff and is familiar with the requirements of working within the City of Temiskaming Shores. This continued working relationship will ensure that Miller meets and exceeds the specifications and expectations required by the proposal.

Completeness and Schedule:

All of the key staff are available for this proposal, and will be available for the duration of the project. Miller has worked closely with City staff over the past few years working on similar roads programs and are aware of local schedules and also the anticipated completion date of August 25th, 2017. Miller shall be cognizant of any summer functions such as the Craft Beer Festival in Haileybury and Summerfest in New Liskeard, and be prepared to schedule the work around such events, as necessary.

We anticipate that meeting the August 25th, 2017 deadline will not be an issue, and would anticipate a much earlier completion date. Our intention would be to complete the work between long weekends (ie before July 1 weekend or between July 1 and Civic weekend). Traffic volumes in some of the areas may require adjustments to the schedule or temporary access or detours to be in place to move the public traffic expeditiously. Any temporary access or detours will be discussed at length with City staff.

Miller operates under a Quality Management System (QMS), and our quality control laboratories operate under the ISO banner. Under QMS, Miller is responsible for providing a quality product or service to a client, utilizing a series of systems and checklists that enable us to manufacture and place products for



the construction industry that meet or exceed the owner's specifications and expectations. Our internal network of aggregate processing plants, quality control labs, quality control staff, asphalt plants, and placement equipment allow the Quality Management System to thrive and produce a quality end result. Third party correlations of our quality control laboratories measure the performance of each lab and the individuals operating the laboratory, providing confidence to both the owner/client and contractor.

Knowledge of City's Infrastructure:

Miller has performed a variety of the City's infrastructure projects, in all three towns that make up Temiskaming Shores, and has worked closely with the Director of Public Works Doug Walsh and Transportation Services Superintendent James Sheppard to ensure that these projects were a success. Miller has the existing infrastructure, all within the City limits, to ensure that all products including asphalt, aggregate and concrete can be delivered in a timely manner, and as required for any project. Miller has reviewed the extensive list of roads and highways that make up the City of Temiskaming Shores, and working with Mr. Walsh, has offered suggestions on reconstruction, preservation options and new construction techniques throughout the City, in attempts to improve and extend the life of the existing overall infrastructure.

Value Added Services:

Miller was instrumental in the planning and development of the 2014 to 2016 City Roads Program. Miller worked closely with Mr. Walsh and City Manager Mr. Chris Oslund to develop a program that exceeded expectations, met budget, and was completed within timelines (ie completion before Bikers Reunion). Our extensive resource and technical base allow the Miller team to offer the City "one stop shopping" for design, planning, budgeting, construction, and quality assurance. By providing these services Miller is able to combine all aspects of design and construction and offer value to the City that otherwise may have been outsourced to a third party.

Miller intends to expedite and schedule the project to provide the least disruption to the public and business owners, within or near the construction zones. This will benefit, both, the City and Miller, limiting interaction and disruption of the traveling public as well as business owners.

Miller, through its different construction divisions, will source supplies and materials locally, and provide work to as many local labourers as is deemed possible, based on the work contained in the RFP, providing additional revenue to the community as a whole.

Additionally, Miller has requested the option of renting or hiring City forces to perform some of the work, and this would add revenue to the City and offset some of the costs of the 2017 Roads Program.

Health and Safety

At Miller, safety is our top priority when it comes to ensuring the success of a project. Safety of the worker and of the road user will be a prime consideration during all stages of construction. All field work will be carried out in accordance with Miller's 2017 Health and Safety Manual, which includes utilizing the Ontario Traffic Manual Book 7 Temporary Conditions for managing construction zone roadwork. Our Health and Safety policy has established policies and procedures that are used extensively to train our workers, subcontractors and anyone entering the work zone which is under our care and control. Staff members are also fully trained and tested in all required aspects of safety training based on their roles and responsibilities. Miller's key objectives on projects are: ensuring workers are protected, targeting no lost-time injuries or medical aids, safety of all personnel present on-site, protection of the traveling public within project work zones and ensuring that all of our safety policies and safe practices are followed at all times. A pilot vehicle is used at all times for the surface treatment operation to queue public traffic providing a safe environment for both workers and the general public.



**City of Temiskaming Shores – 2017 Roads Program
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Surface Treatment**

Summary of Estimated Fees and Disbursements:

The form of proposal and pricing structure as supplied by the City follows on the next seven (7) pages.



Form of Proposal

Each FORM OF PROPOSAL should contain the legal name under which the Contractor 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 Proposal.

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 Proposal" must be accurately and completely filled out.

Final payment will be made for actual linear meters applied and further proven by a calibrated measuring device provided by the Contractor and incorporated into the zone striper equipment and forming part of the operation process.

Section 1 – Niven Street South

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.		Niven Street		
1.1	2,250 t	Granular "A"	\$24.95	\$56,137.50
1.2	17,600 m2	Double Surface Treatment	\$5.95	\$104,720.00
		Albert Street		
1.3	200 t	Granular "A"	\$26.50	\$5,300.00
1.4	1,600 m2	Double Surface Treatment	\$6.25	\$10,000.00
			SUB TOTAL	\$176,157.50
			H.S.T.	\$22,900.48
			TOTAL	\$199,057.98



Section 2 – Quarry Road South

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2		Quarry Road		
2.1	18,400 m2	Single Surface Treatment	\$3.05	\$56,120.00
		Edward Street		
2.2	325 t	Granular "A"	\$26.50	\$8,612.50
2.3	2,560 m2	Double Surface Treatment	\$5.95	\$15,232.00
			SUB TOTAL	\$79,964.50
			H.S.T.	\$10,395.39
			TOTAL	\$90,359.89

Section 3 – Tobler Road

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3		Tobler Road		
3.1	12,800 m2	Double Surface Treatment	\$5.95	\$76,160.00
3.2	100 m2	Spot repairs to unstable areas, (Blend Granular "A" and cement powder at 5% to a depth of 300 mm.)	\$98.00	\$9,800.00
			SUB TOTAL	\$85,960.00
			H.S.T.	\$11,174.80
			TOTAL	\$97,134.80

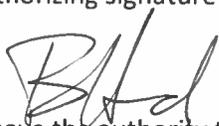


I/We Miller Paving Limited offer to supply the requirements stated within the corresponding total cost of \$ 386,552.67 Tax included.

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

I/We will deliver the required services / equipment within 60 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 16th day of May 2017

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address Box 248 704024 Rockley Road New Liskeard	Title Manager, Estimating – Northern Group
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Fax 705-647-3611
Cell Phone if possible 705-648-5428	Email britt.herd@millergroup.ca



City of Temiskaming Shores
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2017 Roads Program – Surface Treatment

Non Collusion Affidavit

I/ We Miller Paving Limited the undersigned, am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid.

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

Neither the Contractor 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 Contractor, 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 Contractor, firm or person to fix the price or prices in the attached Bid or of any other Contractor, or to fix any overhead, profit or cost element of the Bid price or the price of any Contractor, 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 quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Proposal or Proposal 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 New Liskeard this 16th day of May, 2017

Signed 

Company Name Miller Paving Limited

Title Manager, Estimating – Northern Group



**City of Temiskaming Shores
PWO-RFP-005-2017
2017 Roads Program – Surface Treatment**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation 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 quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 16th day of May, 2017.

Firm Name Miller Paving Limited

Contractor's Authorization Official Britt Herd

Title Manager Estimating - Northern Group

Signature



**City of Temiskaming Shores
PWO-RFP-005-2017
2017 Roads Program – Surface Treatment
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 Proposal must be included in the Proposal 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 Proposal document.

Signed by Company Official

Britt Herd

Printed



Signed



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: Britt Herd Company Name: Miller Paving Limited

Phone Number: 705-647-4331 Address: 704024 Rockley Road NewLiskeard

I, Britt Herd, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serve-ability/splash.html.

Date: May 16, 2017

Subject: 2017 Roadway Surfacing Program
- Hot Mix Paving

Report No.: PW-016-2017
Agenda Date: May 30, 2017

Attachments

- Appendix 01:** Proposed 2017 Roads Program – Hot Mix Paving
Appendix 02: RFP Results
Appendix 03: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2017, particularly Appendix 01 - 2017 Roads Program (Hot Mix Paving) prepared following consultation with the Public Works Committee for the resurfacing of various roadway sections in Temiskaming Shores;
2. That Council acknowledges the review of the results of Request For Proposal PW-RFP-006-2017, attached to this report as Appendix 02 and confirms that the 2017 Roads Program – Hot Mix Paving Program be completed as defined in the Request for Proposal;
3. That Council authorizes the re-allocation of sufficient funds from the Golf Course Road Bridge project to complete the 2017 Road Resurfacing Program – Hot Mix Paving program;
4. That as outlined in By-law No. 2017-015, *Procurement Policy, Section 6, Approval Authority*, Council approves the award of the 2017 Road Resurfacing Program – Hot Mix Paving Program contract to *Miller Paving Limited* at a cost of Four Hundred Sixty - Eight Thousand Two Hundred and Eighty-Five Dollars (\$468,285.00) plus applicable taxes; and
5. That Council directs staff to prepare the necessary by-law and agreement for the said work for Council's consideration at the May 30, 2017 Special Council meeting.

Background

In preparation for the 2017 Budget deliberations Public Works staff reviewed the current five year plan to determine how best to address the needs of the municipality with respect to roadway surfaces and maintenance issues.

Staff met with representatives from Miller Paving Northern in the late fall of 2016 to determine what services and arrangements are readily available for the upcoming year in order to continue work that was initiated in 2013 and could be completed with a

projected funding allowance available in 2017. As a result of the preliminary discussions, Millers provided an initial assessment of work proposed by Public Works staff and cost estimates associated with various sections of roadway, for discussion purposes.

The list of proposed hot mix paving work included the placement of 50 mm of SuperPave 12.5 Hot Mix on Farah Ave from Regina Street to Dixon Street and on Dixon Street from Farah Ave. to McCamus Avenue (Section One), 50 mm of SuperPave 12.5 Hot Mix on McCamus Ave from Dixon Street to Shepherdson Road (Section Two), 50 mm of SuperPave 12.5 Hot Mix on Murray Street from May Street towards Armstrong Street (Section Three) and 50 mm of SuperPave 12.5 Hot mix on Main Street from Ferguson Ave to Niven Street South.

During the 2017 Budget deliberations, Council considered the current and future needs of the municipality with respect to maintenance and rehabilitation of both gravel and hardtop roadway surfaces. Included in the 2017 Public Works Operations Budget is \$100,000 for supply placement and stockpiling of Granular “M” material and crushing of recycled asphalt product (RAP), \$200,000 for patch paving and repairs (not including repairs due to water and sewer issues) and a total of \$754,075.00 for hardtop resurfacing including hot mix asphalt and surface treatment in the Capital portion of the Budget.

As directed by the Public Works Committee, City staff distributed a Request for Proposals (PWO-RFP-006-2017) for the placement of Hot Mix Paving. The documents were provided to previous and known potential bidders with closing date at 2:00 p.m. on May 16th, 2017

Analysis

Four (4) RFP documents were distributed and only one (1) response was received from Miller Paving Limited by the closing date.

Section No.	Hot Mix Asph	Grading	Non Ref. HST	Total	2017 Budget
One	\$ 84,050.00	\$19,500.00	\$ 1,822.48	\$105,372.48	\$105,500.00
Two	\$ 74,825.00	\$ 9,000.00	\$ 1,475.32	\$ 85,300.32	\$ 85,800.00
Three	\$ 11,685.00	\$ 2,750.00	\$ 254.06	\$ 14,689.06	\$ 13,800.00
Four	\$203,975.00	\$ 62,500.00	\$ 4,689.96	\$271,164.96	\$237,350.00
Totals:				\$476,526.82	\$442,450.00

Note: Proposal pricing shown above includes the preparation of the base, supply of additional Granular “A” material to selected roadway sections as well as the placement of milled asphalt to selected roadways. The proposal also noted the potential use of City equipment and operators for the grade preparation as a source of revenue to assist in off-setting some of the cost over-run.

Miller Paving Limited successfully completed similar projects for Temiskaming Shores and throughout Northern Ontario and has demonstrated the ability to complete this work as intended.

The proposal was analysed for errors and/or omissions and was found to be correct and complete. The acquisition process was in keeping with the City's Procurement Policy (By-Law 2017-015).

Relevant Policy / Legislation / City By-Law

- 2017 Public Works Operations and Capital Budgets
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders
- Resolution 2017-140, April 4, 2017 – Release of RFP's

Asset Management Plan Reference

The proposed work plan for 2017 continues to address areas that have been previously identified and have been included in the City's Asset Management Plan.

Consultation / Communication

- Discussion at Public Works Committee on March 16, 2017, Item 9.15 – 2017 Roads Program
- Memo 009-2017-PW – April 4th, 2017 – 2017 Roads Program – Release of RFP
- Resolution 2017-136 – April 4th, 2017 – March 16th, 2017 PW Committee Minutes
- Resolution 2017-140 – April 4th, 2017 – Release of RFP for 2017 Roads Program
- Draft Admin. Report presentation to Public Works Committee - May 26th, 2017
- Administrative Report PW-016-2017 to Council, dated May 30th, 2017

Financial / Staffing Implications

This item has been approved in the current budget: Yes No N/A

This item is within the approved budget amount: Yes No N/A

The costs associated with the 2017 Capital Program work outlined in Appendix 01 were allocated based on the sole-source preliminary estimates from reliable sources.

The total cost of the proposed work is approximately \$34,100 (including non-refunded HST), over the approved Capital Budget.

In order to accommodate the additional expenditure, it is recommended that the additional funds be re-allocated within the 2017 Capital Budget by postponing the proposed repairs to the Golf Course Road Bridge (additional work is required over the

previously proposed repairs) and revisiting the major work to the structure in the 2018 budget process.

Alternatives

- 1) A component of the Surface Treatment or Hot Mix Paving work included in the 2017 Roads program be postponed until 2018.
- 2) Proceed with the planned Surface Treatment work, with the re-allocation of required funds (\$34,600) by postponing the Golf Course Road Bridge project until 2018. – This option is recommended.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

2017 Roadway Surfacing Program – Hot Mix Paving

Section One: Farah Ave. / Dixon Street

Farah Ave. from Regina Street to Dixon Ave. - \$65,710.00 (plus tax)

1. Pulverize existing asphalt surface Farah Ave (220 metre length at 8.0 metre width).
2. Grade surface material within the pulverized area.
3. Place, grade and compact 50mm Granular "A".
4. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

Dixon Street from Farah Ave to McCamus Ave. - \$37,840.00 (plus tax)

1. Pulverize existing asphalt surface Dixon Street (110 metre length at 9.0 metre width).
2. Grade surface material within the pulverized area.
3. Place, compact and grade 50mm Granular "A".
4. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

Section Two: McCamus Ave.

McCamus Ave. from Dixon Street to Shepherdson Road - \$83,825.00 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular "A".
3. Place one lift of 50mm Hot Laid Asphalt at a width equal to 9.0 metres and a length of 275 metres.

Section Three: Murray Street

Murray Street from May Street, westward to the limit. - \$14,435.00 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular "A".
3. Place one lift of 50mm Hot Laid Asphalt at a width equal to 7.0 metres and a length of 55 metres.

Section Four: Main Street

Main Street from Ferguson Ave to Rorke Ave. - \$110,165.00 (plus tax)

1. Mill 50mm of exist asphalt at a width of 9.0 metres and a length of 320 metres.
2. Place Tack Coat and geotextile over milled surface.
3. Place one lift of 50 mm Hot Laid Asphalt over milled surface.

Main Street from Rorke Ave. to Niven Street - \$147,810.00 (plus tax)

1. Mill 50mm of exist asphalt at a width of 9.0 metres and a length of 430 metres.
2. Place Tack Coat and geotextile over milled surface.
3. Place one lift of 50 mm Hot Laid Asphalt over milled surface.

Placement of Millings - \$8,500.00 (plus tax)

1. Various Locations - Haileybury

Document Title: **PWO-RFP-006-2017**

Opening Date: **May 16, 2017**

Inquiry Contact: **G. Douglas Walsh**

Opening Time: **2:00 pm**

Description: **2017 Roads Program – Hot Mix Asphalt**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: **MILLER PAVING**

Sec. 1 – Farah/Dixon (all items bid):	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	103,550. ⁰⁰
HST:	13,461.50
Total:	117,011.50
Sec. 2 – McCamus (all items bid):	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	83,825. ⁰⁰
HST:	10,897.25
Total:	94,722.25
Sec. 3 – Murray (all items bid):	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	14,435. ⁰⁰
HST:	1,876.55
Total:	16,311.55
Sec. 4 – Main (all items bid):	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	266,475. ⁰⁰
HST:	34,641.75
Total:	301,116.75

Bidder:

Sec. 1 – Farah/Dixon (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 2 – McCamus (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 3 – Murray (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 4 – Main (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	

Bidder:

Sec. 1 – Farah/Dixon (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 2 – McCamus (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 3 – Murray (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 4 – Main (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	

Bidder:

Sec. 1 – Farah/Dixon (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 2 – McCamus (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 3 – Murray (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	
Sec. 4 – Main (all items bid):	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-Total:	
HST:	
Total:	

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name
 Jessica Caldwell
 Ashley Roy
 Neill Luncie
 Matt McEwen
 Dave Wacott
 DAVE TREEN
 LINDA MCKNIGHT

Representing
 A. Caldwell Sand & Gravel
 MILLER RAVING
 LOACH Hspelt
 Denary
 Coft's
 " "
 Coft's

Signature
 J. Caldwell
 A Roy
 Neill Luncie
 Matt McEwen
 Dave Wacott
 DAVE TREEN
 L McKnight

The Corporation of the City of Temiskaming Shores
By-law No. 2017-000

Being a by-law to enter into an agreement with Miller
Paving Limited for the 2017 Roadway Surfacing
Program (Hot Mix Paving) within the City of
Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-016-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2017 Roadway Surfacing Program (Hot Mix Paving) contract for consideration at the May 30, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Miller Paving for the 2017 Roadway Surfacing Program (Hot Mix Paving) contact in the amount of \$468,285.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the 2017 Roadway Surfacing Program (Hot Mix Paving)

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Miller Paving Limited

(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Documents entitled:

**Corporation of the City of Temiskaming Shores
2017 Roadway Surfacing Program (Hot Mix Paving) at various locations
and outlined in Administrative Report No. PW-016-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01 and in the Contract Documents as outlined in Appendix 02, copies of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **September 30th, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Four Hundred and Sixty - Eight Thousand - Two Hundred and Eighty - Five Dollars and Zero Cents (\$468,285.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication

where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Paving Limited
P.O. Box 248
704024 Rockley Road
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

The Director of Public Works
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

2017 Roadway Surfacing Program – Hot Mix Paving

Section One: Farah Ave. / Dixon Street

Farah Ave. from Regina Street to Dixon Ave. - \$65,710.00 (plus tax)

1. Pulverize existing asphalt surface Farah Ave (220 metre length at 8.0 metre width).
2. Grade surface material within the pulverized area.
3. Place, grade and compact 50mm Granular “A”.
4. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

Dixon Street from Farah Ave to McCamus Ave. - \$37,840.00 (plus tax)

1. Pulverize existing asphalt surface Dixon Street (110 metre length at 9.0 metre width).
2. Grade surface material within the pulverized area.
3. Place, compact and grade 50mm Granular “A”.
4. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

Section Two: McCamus Ave.

McCamus Ave. from Dixon Street to Shepherdson Road - \$83,825.00 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular “A”.
3. Place one lift of 50mm Hot Laid Asphalt at a width equal to 9.0 metres and a length of 275 metres.

Section Three: Murray Street

Murray Street from May Street, westward to the limit. - \$14,435.00 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular “A”.
3. Place one lift of 50mm Hot Laid Asphalt at a width equal to 7.0 metres and a length of 55 metres.

Section Four: Main Street

Main Street from Ferguson Ave to Rorke Ave. - \$110,165.00 (plus tax)

1. Mill 50mm of exist asphalt at a width of 9.0 metres and a length of 320 metres.
2. Place Tack Coat and geotextile over milled surface.
3. Place one lift of 50 mm Hot Laid Asphalt over milled surface.

Main Street from Rorke Ave. to Niven Street - \$147,810.00 (plus tax)

1. Mill 50mm of exist asphalt at a width of 9.0 metres and a length of 430 metres.
2. Place Tack Coat and geotextile over milled surface.
3. Place one lift of 50 mm Hot Laid Asphalt over milled surface.

Placement of Millings - \$8,500.00 (plus tax)

1. Various Locations – Haileybury



Appendix 02 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement

FORM OF PROPOSAL

2017 Road Program – Hot Mix Paving

City of Temiskaming Shores



Prepared For

City of Temiskaming Shores

P.O Box 2050
325 Farr Drive
Haileybury, ON
P0J 1K0

Attention: Doug Walsh, Director of Public Works
Dave Treen, Municipal Clerk

Respectfully Submitted By

Miller Paving Limited

704024 Rockley Road
P.O Box 248
New Liskeard, ON
P0J 1P0
705-647-4331
705-647-3611 Fax
Contact: Britt Herd



2017 Roads Program Understanding and Scope of Work

Miller Paving Limited (Miller) is pleased to submit the following proposal to the City of Temiskaming Shores (City) for the 2017 Roads Program – Hot Mix Paving; Proposal Number PWO-RFP-006-2017.

Our understanding of the scope of work is as follows:

- New Liskeard - Farah Avenue (from Regina to Dixon) – Pulverize, grade and compact the existing surface, supply, place and compact 50mm of Granular A; and supply, place and compact 50mm of Superpave 12.5 asphalt
- New Liskeard - Dixon Street (from Farah to McCamus) - Pulverize, grade and compact the existing surface, supply, place and compact 50mm of Granular A; and supply, place and compact 50mm of Superpave 12.5 asphalt
- New Liskeard - McCamus Avenue (from Shepherdson to Dixon) – supply, place and compact 50mm of Granular A; and supply, place and compact 50mm of Superpave 12.5 asphalt
- New Liskeard - Murray Street (from Armstrong to May) - supply, place and compact 50mm of Granular A; and supply, place and compact 50mm of Superpave 12.5 asphalt
- Haileybury - Main Street (from Ferguson to Rorke) – Select milling width as directed by the City; mill, load, and haul asphalt grindings, apply SS1 or CBC tack coat, spread/lay paving fabric, and supply, place and compact 50mm of Superpave 12.5 asphalt, place pavement markings as per the existing configuration once the asphalt work is complete
- Haileybury - Main Street (from Rorke to Niven) – Milling width as directed by the City; mill, load, and haul asphalt grindings, apply SS1 or CBC tack coat, spread/lay paving fabric, and supply, place and compact 50mm of Superpave 12.5 asphalt, place pavement markings as per the existing configuration once the asphalt work is complete.
- Haileybury - Various Streets/Roads – place and compact millings as directed by the City.

The proposal pricing structure contains one (1) innovative construction technique which uses paving fabric (with tack coat) between the milled surface and the new hot mix layer, which Miller understands and has implemented and pioneered in recent years. Miller has experience locally in using paving fabric on mill and pave projects to reduce and delay reflective cracks from surfacing in the new asphalt, in North Bay, Kirkland Lake, Coleman and Cobalt in the past 3 years. We are committed to continue researching and pioneering this product, and our crews have gained the experience to construct the work effectively.

Work shall begin at the earliest opportunity and as weather permits, with the understanding that the completion date for the proposed work is August 25, 2017. In the event that the project is delayed beyond the completion date the City has established that liquidated damages of \$500 per calendar day shall apply if the aforementioned completion date is not met.

Qualifications, Expertise and Performance on Similar Projects:

Miller is celebrating its 100th anniversary this year and therefore the origins of Miller date back to 1917, when it was founded as A.E. Jupp Construction. Ownership changed in 1940, formally changing the name to Miller Paving Limited. Since its formation, Miller's reputation was solidified in the road building industry by participating in many major projects during the great road building boom of the mid-20th century, including the Alaska Highway. Miller is one of the largest privately held construction companies in Canada, and can provide the City, as required, all the financial requirements (Performance, Maintenance, Labour & Material Bonds; Letters of Credit) that it requires to undertake this project. In addition to financial security Miller shall provide the minimum insurance protection required of the proposal.



Locally, in 1990, Miller purchased JM Grant Contractors, along with the JM Grant asphalt and concrete plants, which are located in the former Township of Dymond, and is now part of the City of Temiskaming Shores. Miller has since relocated much of their operations to the old MTO building on Rockley Road (in the former Township of Dymond), but still operates the original JM Grant concrete plant at the old site. The Rockley Road location is the headquarters for Miller in Northern Ontario, covering construction and maintenance across the vast geography of the Northeastern and Northwestern regions of Ontario.

Miller's success is based on time-proven construction methods and innovative technology, backed by vast technical and financial resources. With over 250 local employees available from the Rockley Road operation we take great pride in building and supporting our local urban and rural infrastructure across the Temiskaming Shores area.

Miller has gained extensive experience in road, bridge and heavy civil construction projects by working closely with all of our clients, no matter how big the budget may be. Our primary clients are the provincial and municipal governments of Ontario. Locally, in Temiskaming Shores, and throughout northeastern Ontario we have initiated a hands on approach with municipalities discussing asset and preservation management for their roads network. One of our objectives is to use the technical and financial resources of Miller to offer the smaller municipalities some flexibility when it comes to preserving their existing roads and streets. Current successes with this approach include the Township of Coleman, City of Temiskaming Shores, Town of Kirkland Lake, Town of Latchford, and the Township of Matachewan. We have performed roadwork similar to the work proposed in the 2017 roads program for each of the above municipalities, and performed similar work for other northern municipalities under a conventional design-bid-build tender process.

As with all projects and owner/client relationships we are focused on customer satisfaction and we constantly strive to complete all of our projects on budget and schedule. We understand that the construction window in northeastern region is short, and we work closely with each municipality to ensure the work is completed in a timely manner and prior to the approach of inclement weather.

Miller offers a diverse array of products and services, including a strong technical staff with the experience and background to construct and supply products and services to the construction industry. In 2017, Miller opened a state of the art asphalt mix design and research facility and aggregate laboratory at the Rockley Road location, where we will process and develop our own hot mix pavement designs and provide quality control for our construction teams. This laboratory, along with our portable laboratory trailers, will sample and test all types of aggregate for the construction industry. All of our laboratories participate in the Canadian Council of Independent Laboratories (CCIL) correlation program, including our staff. Our quality control staff are also certified for nuclear gauge compaction testing, and ACI plastic concrete testing. Our sister company, McAsphalt Industries, will supply the asphalt cement and tack coat for all of our projects, and is ISO certified (ISO 9001/14001).

The Miller division located at Rockley Road is the headquarters for Northern Ontario, and this division is led by Jean-Pierre Breton, P.Eng, who is the Vice-President of Northern Operations. The Manager of Estimating of Northern Operations is Britt Herd, who has lived and worked in the Temiskaming Shores region for the past 43 years.

Together Jean-Pierre and Britt have over 40 years of construction experience in the civil construction industry specifically Northern Ontario and both have committed to delivering a quality product and service to the people of the North.

Jean-Pierre Breton has the task of coordinating seven (7) Miller divisions within the Northern Group, including Miller Minerals in Haileybury, and the Rockley Road office in the former township of Dymond. Mr. Breton plans, directs, and coordinates the activities of all Miller operations in the Northern region.



including all specific projects to ensure that goals and objectives of the projects are accomplished within the prescribed time frame and within budget.

With over 20 years in the construction industry Britt has worked on various projects across Northeastern, Eastern and Northwestern Regions including the management of the northern structural and surface treatment divisions. As a member of the construction team he is responsible for estimating and managing construction projects that range in the millions of dollars annually. Britt has formalized meetings and connected with numerous Municipalities and First Nation communities across northeastern and northwestern Ontario developing road network asset and budget plans and implementing construction activities, all with the goal of providing the best one-stop service to the client, on time and on budget.

Proposed Project Team:

Miller has worked extensively in the City of Temiskaming Shores and is fully aware and understands the proposal requirements of PWO-RFP-006-2017 Roads Program – Hot Mix Paving, in particular the Scope of the Work and Appendix A. This Roads program is similar in nature to work that was completed in the past five (5) years within the City limits, all by the current project team.

Britt Herd will serve as the Project Manager for this proposal and understands the requirements of the proposal quite clearly. Britt has extensive knowledge of the City road network, and is capable of offering alternative construction techniques if required. Britt has worked with the City on developing a long term roads program that involves preservation management processes and reconstruction work in all areas of the City, on an as required basis.

Ryan Cote and Charlie Peddie will be the supervisors on site, and are extensively involved with scheduling the work and crews. Together they have over 35 years of experience in the civil construction industry; with their team of trained personnel they will surpass all requirements of the scope of work including quality control and traffic control. Additionally, both Ryan and Charlie are very familiar working with the City's key personnel who will be responsible for overseeing this project. This excellent working relationship will ensure that Miller meets and exceeds the specifications and expectations required by the proposal.

Britt, Ryan and Charlie have all worked on various municipality projects including the City of Timmins, City of Kirkland Lake, City of Temiskaming Shores, Township of Matachewan, and Township of Coleman roads programs.

Completeness and Schedule:

All of the key staff are available for this proposal, and will be available for the duration of the project. Miller has worked closely with City staff over the past few years working on similar roads programs and are aware of local schedules and also the anticipated completion date of August 25th, 2017. Miller shall be cognizant of any summer functions such as the Craft Beer Festival in Haileybury and Summerfest in New Liskeard, and be prepared to schedule the work around such events, as necessary.

We anticipate that meeting the August 25th, 2017 deadline will not be an issue, and would anticipate a much earlier completion date. Our intention would be to complete the work between long weekends (ie before July 1 weekend or between July 1 and Civic weekend). Traffic volumes in some of the areas may require adjustments to the schedule or temporary access or detours to be in place to move the public traffic expeditiously. Any temporary access or detours will be discussed at length with City staff.

Miller operates under a Quality Management System (QMS), and our quality control laboratories operate under the ISO banner. Under QMS, Miller is responsible for providing a quality product or service to a client, utilizing a series of systems and checklists that enable us to manufacture and place products for



the construction industry that meet or exceed the owner's specifications and expectations. Our internal network of aggregate processing plants, quality control labs, quality control staff, asphalt plants, and placement equipment allow the Quality Management System to thrive and produce a quality end result. Third party correlations of our quality control laboratories measure the performance of each lab and the individuals operating the laboratory, providing confidence to both the owner/client and contractor.

Knowledge of City's Infrastructure:

Miller has performed a variety of the City's infrastructure projects, in all three towns that make up Temiskaming Shores, and has worked closely with the Director of Public Works Doug Walsh and Transportation Services Superintendent James Sheppard to ensure that these projects were a success. Miller has the existing infrastructure, all within the City limits, to ensure that all products including asphalt, aggregate and concrete can be delivered in a timely manner, and as required for any project. Miller has reviewed the extensive list of roads and highways that make up the City of Temiskaming Shores, and working with Mr. Walsh, has offered suggestions on reconstruction, preservation options and new construction techniques throughout the City, in attempts to improve and extend the life of the existing overall infrastructure.

Value Added Services:

Miller was instrumental in the planning and development of the 2014 to 2016 City Roads Program. Miller worked closely with Mr. Walsh and City Manager Mr. Chris Oslund to develop a program that exceeded expectations, met budget, and was completed within timelines (ie completion before Bikers Reunion). Our extensive resource and technical base allow the Miller team to offer the City "one stop shopping" for design, planning, budgeting, construction, and quality assurance. By providing these services Miller is able to combine all aspects of design and construction and offer value to the City that otherwise may have been outsourced to a third party.

Miller intends to expedite and schedule the project to provide the least disruption to the public and business owners, within or near the construction zones. This will benefit, both, the City and Miller, limiting interaction and disruption of the traveling public as well as business owners.

Miller, through its different construction divisions, will source supplies and materials locally, and provide work to as many local labourers as is deemed possible, based on the work contained in the RFP, providing additional revenue to the community as a whole.

Additionally, Miller has requested the option of renting or hiring City forces to perform some of the work, and this would add revenue to the City and offset some of the costs of the 2017 Roads Program.

Health and Safety

At Miller, safety is our top priority when it comes to ensuring the success of a project. Safety of the worker and of the road user will be a prime consideration during all stages of construction. All field work will be carried out in accordance with Miller's 2017 Health and Safety Manual, which includes utilizing the Ontario Traffic Manual Book 7 Temporary Conditions for managing construction zone roadwork. Our Health and Safety policy has established policies and procedures that are used extensively to train our workers, subcontractors and anyone entering the work zone which is under our care and control. Staff members are also fully trained and tested in all required aspects of safety training based on their roles and responsibilities. Miller's key objectives on projects are: ensuring workers are protected, targeting no lost-time injuries or medical aids, safety of all personnel present on-site, protection of the traveling public within project work zones, and ensuring that all of our safety policies and safe practices are followed at all times.



Summary of Estimated Fees and Disbursements:

The form of proposal and pricing structure as supplied by the City follows on the next eight (8) pages.



Form of Proposal

Each FORM OF PROPOSAL should contain the legal name under which the Contractor 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 Proposal.

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 Proposal" must be accurately and completely filled out.

Final payment will be made for actual linear meters applied and further proven by a calibrated measuring device provided by the Contractor and incorporated into the zone striper equipment and forming part of the operation process.

Section 1 – Farah Ave. / Dixon Street

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.		Farah Avenue		
1.1	1,760 m2	Pulverize Existing Surface	\$3.50	\$6,160.00
1.2	250 t	Granular "A"	\$25.00	\$6,250.00
1.3	260 t	SuperPave 12.5	\$205.00	\$53,300.00
		Dixon Street		
1.4	990 m2	Pulverize Existing Surface	\$3.50	\$3,465.00
1.5	145 t	Granular "A"	\$25.00	\$3,625.00
1.6	150 t	SuperPave 12.5	\$205.00	\$30,750.00
			SUB TOTAL	\$103,550.00
			H.S.T.	\$13,461.50
			TOTAL	\$117,011.50



Section 2 – McCamus Avenue

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2		McCamus Avenue		
2.1	360 t	Granular "A"	\$25.00	\$9,000.00
2.2	365 t	SuperPave 12.5	\$205.00	\$74,825.00
			SUB TOTAL	\$83,825.00
			H.S.T.	\$10,897.25
			TOTAL	\$94,722.25

Section 3 – Murray Street

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3		Murray Street		
3.1	55 t	Granular "A"	\$50.00	\$2,750.00
3.2	57 t	SuperPave 12.5	\$205.00	\$11,685.00
			SUB TOTAL	\$14,435.00
			H.S.T.	\$1,876.55
			TOTAL	\$16,311.55

Page 2 of 8 to be submitted



Section 4 – Main Street

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
4.		Main Street (Ferguson to Rorke)		
4.1	2,880 m2	Mill Existing Surface (50mm)	\$4.00	\$11,520.00
4.2	2,880 m2	Tack Coat & Geotextile	\$4.00	\$11,520.00
4.3	425 t	SuperPave 12.5	\$205.00	\$87,125.00
		Main Street (Rorke to Niven)		
4.4	3,870 m2	Mill Existing Surface (50mm)	\$4.00	\$15,480.00
4.5	3,870 m2	Tack Coat & Geotextile	\$4.00	\$15,480.00
4.6	570 t	SuperPave 12.5	\$205.00	\$116,850.00
		Placement of Millings		
4.7	850 t	Various Locations (Haileybury)	\$10.00	\$8,500.00
			SUB TOTAL	\$266,475.00
			H.S.T.	\$34,641.75
			TOTAL	\$301,116.75



I/We Miller Paving Limited offer to supply the requirements stated within the corresponding total cost of \$ 529,162.05 Tax included.

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

I/We will deliver the required services / equipment within 60 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 16th day of May 2017

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address Box 248 704024 Rockley Road New Liskeard, ON	Title Manager, Estimating – Northern Group
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Fax 705-647-3611
Cell Phone if possible 705-648-5428	Email britt.herd@millergroup.ca



City of Temiskaming Shores

**PWO-RFP-006-2017
2017 Roads Program – Hot Mix Paving**

Non Collusion Affidavit

I/ We Miller Paving Limited the undersigned, am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid.

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

Neither the Contractor 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 Contractor, 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 Contractor, firm or person to fix the price or prices in the attached Bid or of any other Contractor, or to fix any overhead, profit or cost element of the Bid price or the price of any Contractor, 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 quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Proposal or Proposal 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 New Liskeard this 16th day of May, 2017

Signed

Company Name

Miller Paving Limited

Title

Manager, Estimating – Northern Group



**City of Temiskaming Shores
PWO-RFP-006-2017
2017 Roads Program – Hot Mix Paving**

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 Proposal must be included in the Proposal 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 Proposal document.

Signed by Company Official

Britt Herd

Printed



Signed

Page 7 of 8 to be submitted



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: Britt Herd _____ Company Name: __Miller Paving Limited_____

Phone Number: _705-647-4331_____ Address: __704024 Rockley Road, New Liskeard____

I, Britt Herd _____, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario’s Customer Service is available at www.gov.on.ca/mcss/serve-ability/splash.html.

Date: May 16, 2017

Subject: Tender Award – Supply and Deliver of
 Miscellaneous Culverts

Report No.: PW-017-2017
Agenda Date: May 30, 2017

Attachments

Appendix 01: Tender Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-017-2017;
2. That Council approves the award of the Supply and Delivery of Miscellaneous Culverts contract to *Canada Culvert* in the amount of \$ 23,881.34 plus HST; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with *Canada Culvert* for consideration at the May 30, 2017 Special Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified suppliers for the supply and delivery of miscellaneous culverts for use in the operations maintenance and repairs at various locations within the City of Temiskaming Shores.

The Request for Quotation documents were prepared and PWO-RFQ-001-2017 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on May 23rd, 2017.

Analysis

At the time of closure only four (4) submissions were received.

Supplier	Sub-total	HST	Total
Atlantic Industries	\$26,077.15	\$3,390.03	\$29,467.18
E.S. Hubbell	\$24,995.40	\$3,249.40	\$28,244.80
Corix Water Prod.	\$24,541.91	\$3,190.45	\$27,732.36
Canada Culvert	\$23,881.34	\$3,104.57	\$26,985.91

All suppliers have previously provided culvert materials to the City as well as other municipalities throughout Ontario and have demonstrated the ability to complete this work as required.

The quotations were analysed for errors and/or omissions were found to be correct and complete. The acquisition process is in keeping with the City's Procurement Policy (By-law No. 2017-015).

The quotation amount for the intended supply is considered to be reasonable and within the approved and allotted budget for culvert maintenance.

Relevant Policy / Legislation/City By-Law

- 2017 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

Asset Management Plan Reference

N/A

Consultation / Communication

- Discussion at Public Works Committee Meeting, May 26th 2017.
- Administrative Report PW-017-2017, dated May 30th, 2017

Financial / Staffing Implications

This item has been approved in the current budget: Yes No N/A

This item is within the approved budget amount: Yes No N/A

A total of \$65,000 was included in the 2017 Public Works Operations Budget. Minimal expenditures have occurred to date, however, the Department has just started the culvert maintenance program for this year. All materials, supplies and equipment charges will be within the approved Budget allocation.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PWO-RFQ-001-2017**

Opening Date: **May 23, 2017**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **CSP & HDPE Culvert Pipe**

Form of Proposal

Bidder: **E. S. HUBBELL + SONS LTD**

All 11 Pipe Categories Bid:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-total:	24,995.40
HST:	3,249.40
Total:	28,244.80

Bidder:

All 11 Pipe Categories Bid:	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-total:	
HST:	
Total:	

Bidder: **ATLANTIC INDUSTRIES**

All 11 Pipe Categories Bid:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-total:	26,077.15
HST:	3,390.03
Total:	29,467.18

Bidder:

All 11 Pipe Categories Bid:	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-total:	
HST:	
Total:	

Bidder: **CANADA CULVERT**

All 11 Pipe Categories Bid:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-total:	23,881.34
HST:	3,104.57
Total:	26,985.91

Bidder:

All 11 Pipe Categories Bid:	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-total:	
HST:	
Total:	

Bidder: **CORIX WATER PRODUCTS**

All 11 Pipe Categories Bid:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Sub-total:	24,541.91
HST:	3,190.45
Total:	27,732.36

Bidder:

All 11 Pipe Categories Bid:	<input type="checkbox"/> Y <input type="checkbox"/> N
Sub-total:	
HST:	
Total:	

Comment : Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name

Representing

Signature

Laura MacKnight

T Shares

L MacKnight

Laura MacKnight

T Shares

L. MacKnight

LINDA MCKNIGHT

C of TS

L MacKnight

The Corporation of the City of Temiskaming Shores
By-law No. 2017-000

**Being a by-law to enter into an agreement with Canada
Culvert for the Supply and Delivery of Miscellaneous
Culvert Pipe to various locations within the City of
Temiskaming Shores**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-017-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Canada Culvert for the Supply and Delivery of Miscellaneous Culvert Pipe for consideration at the May 30th, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Canada Culvert for the Supply and Delivery of Miscellaneous Culvert Pipe to various locations in the City of Temiskaming Shores, in the amount of \$23,881.34 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Canada Culvert

for the Supply and Delivery of Miscellaneous Culvert Pipe

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Canada Culvert

(hereinafter called "the Supplier")

Witnesseth:

That the Owner and the Supplier shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Miscellaneous Culvert Pipe
Request for Quotation No. PWO-RFQ-001-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, a copy of which is attached hereto as Appendix 01; and
- c) Complete, as certified by the Director, all the work by **September 30th, 2017.**

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid Twenty-Three Thousand Eight Hundred and Eighty-One Dollars and Thirty-Four Cents (\$23,881.34) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or

to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Supplier:

Canada Culvert
605 Sheldon Drive
Cambridge, Ontario
N1T 2K1

The Owner:

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

The Director:

**The Director of Public Works
City of Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Canada Culvert

Estimator – Maria J. Almendarez

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement

Form of Quotation

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

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

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

Section 1 – C.S.P. Culvert, galvanized

Description	Unit	Quantity	Unit Price	Amount
300 mm diameter, 1.6 gauge, re-rolled annular ends.	meters	144	35.82	\$ 5158.08
300 mm couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware.	each	20	37.58	\$ 751.60
400 mm diameter, 1.6 gauge, re-rolled annular ends.	meters	72	48.78	\$ 3512.16
400 mm Couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware.	Each	9	40.70	\$ 366.30
450 mm diameter, 1.6 gauge, re-rolled annular ends.	meters	36	55.53	\$ 1999.08
450 mm couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware, for above	each	5	43.67	\$ 218.35

Page 1 of 6 to be submitted

Description	Unit	Quantity	Unit Price	Amount
1000 mm diameter, 1.6 gauge, re-rolled annular ends.	meters	42	121.18	\$ 5089.56
1000 mm couplers, 1.6 gauge, 9 or 10 corrugated , Extra wide (24"), quoted c/w bolts & associated hardware, for above	each	5	73.35	\$ 366.75
HDPE Plastic				
300 mm diameter, HDPE Plastic, ADS single wall, H.D. corrugated, open profile smooth wall , gasketed bell and spigot	meters	60	25.71	\$ 1542.60
600 mm diameter, HDPE Plastic, ADS single wall, H.D. corrugated, open profile smooth wall, gasketed bell & spigot	meters	18	94.03	\$ 1692.54
⁷⁵⁰ 700 mm diameter, HDPE Plastic, ADS single wall, H.D. corrugated, open profile smooth wall, gasketed bell & spigot	meters	24	132.68	\$ 3184.32
			Sub-Total	\$ 23881.34
			H.S.T.	\$ 3104.57
			TOTAL	\$ 26985.91



I/We Canada Culvert offer to supply the requirements stated within at the total cost of \$ 26985.91 H.S.T. included.

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

I/We will deliver the required services / equipment/ commodities within 15 calendar days from receiving a signed order.

The specifications have been read over and agreed to this 19 day of May 2017

Company Name <u>Canada Culvert</u>	Contact name (please print) <u>Maria I- Almendarez</u>
Mailing Address <u>605 Sheldon Dr. Cambridge, ON</u>	Title <u>Estimator</u>
Postal Code <u>N1T 2K1</u>	Authorizing signature <u>Maria I. Almendarez</u> "I have the authority to bind the company/corporation/partnership."
Telephone <u>(519) 620 - 6000</u>	Fax <u>(519) 620 - 6042</u>
Cell Phone if possible	Email <u>maria.almendarez@canadaculvert.com</u>

Page 3 of 6 to be submitted



City of Temiskaming Shores

**PWO-RFQ-001-2017
CSP & HDPE Culvert Pipe**

Non Collusion Affidavit

I/We Canada Culvert the undersigned, am fully informed respecting the preparation and contents of the attached Quotation 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 quoted 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 Proposal 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 Cambridge, ON this 19 day of May, 2017

Signed Maria J. Alameda
Company Name Canada Culvert
Title Estimator

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFQ-001-2017
CSP & HDPE Culvert Pipe**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation 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 quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at Cambridge, ON this 19 day of May, 2017.

Firm Name Canada Culvert

Bidder's Authorization Official Maria Almendarez

Title Estimator

Signature Maria Almendarez



**City of Temiskaming Shores
PWO-RFQ-001-2017
CSP & HDPE Culvert Pipe**

Schedule "A"

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 Canada Culvert Company Name

Phone Number (519) 620-6000 Address 605 Sheldon Dr. Cambridge, ON
N1T 2K1

I, Mario J. Alencar, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: 05/19/17

The Corporation of the City of Temiskaming Shores

By-law No. 2017-077

Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations within the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-012-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Hot Mix Asphalt Patching Services for consideration at the May 30, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations in the City of Temiskaming Shores, the unit price of \$50.50 per square metre for 50 mm thickness and \$91.00 per square metre for 90 mm thickness plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-077

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the Supply of Hot Mix Asphalt Patching Services

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Miller Paving Limited

(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply and Application of Asphalt Patching Services
Tender No. PWO-RFT-007-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **October 31st, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit price of \$50.50 per square metre for 50 mm thickness and \$91.00 per square metre for 90 mm thickness plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if

sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Paving Limited
P.O. Box 248
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Miller Paving Limited

Contractor's Seal)
(if applicable))

Estimating Manager – Britt Herd

Municipal Seal)

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-077

Form of Agreement



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 (m2)	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. 2,250 m ² - various locations	\$50.50	\$113,625.00
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 1,500 m ² - various locations	\$91.00	\$136,500.00
SUB-TOTAL:				\$250,125.00
HST:				\$32,516.25
TOTAL				\$282,641.25



I/We Miller Paving Limited offer to supply the requirements stated within the corresponding total cost of \$ 282,641.25 Tax included.

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

I/We will deliver the required services / equipment within 4 weeks from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 16th day of May 2017

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address Box 248 704024 Rockley Road New Liskeard, ON	Title Manager, Estimating – Northern Group
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Fax 705-647-3611
Cell Phone if possible 705-648-5428	Email britt.herd@millergroup.ca



City of Temiskaming Shores

**PWO-RFT-007-2017
Asphalt Patching Services**

Non Collusion Affidavit

I/ We Miller Paving Limited 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 quoted 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, Tender or Proposal 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 New Liskeard this 16th day of May, 2017

Signed

Company Name

Miller Paving Limited

Title

Manager, Estimating -- Northern Group



**City of Temiskaming Shores
PWO-RFT-007-2017
Asphalt Patching Services**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation 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 quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 16th day of May, 2017.

Firm Name Miller Paving Limited

Bidder's Authorization Official Britt Herd

Title Manager, Estimating

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-007-2017
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.

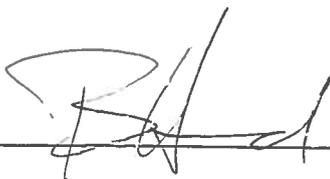
Name	Address	WSIB Certificate Number (copy attached)

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

BRITT HEED

Printed



Signed

Page 5 of 6 to be submitted



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 Miller Paving Limited _____ Company Name

Phone Number 705-647-4331 Address 704024 Rockley Road, New Liskeard, ON P0J 1P0

I, Britt Herd _____, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: May 16, 2017

The Corporation of the City of Temiskaming Shores

By-law No. 2017-078

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-013-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services for consideration at the May 30, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations in the City of Temiskaming Shores, at unit cost of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-078

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the Supply of Concrete Sidewalk and Curb Repair Services

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply Sidewalk and Curb Construction Services
Tender No. PWO-RFT-008-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **October 31st, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **at unit cost of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if

sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Pedersen Construction (2013) Inc.
P.O. Box 2409
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Contractor’s Seal)
(if applicable))

Municipal Seal)

Pedersen Construction (2013) Inc.

President – Karl Pedersen

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-078

Form of Agreement

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

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

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

Item	Description		Quoted price per m2	Total
1	Construction and installation of concrete sidewalk in accordance with OPSS 351 (Nov. 2010)	Approx. 250 square meters(m2) - sidewalk at various locations	\$160.00 / m2	\$40,000.00
			Quoted Price per metre	
2	Construction and installation of concrete curb in accordance with OPSS 351 (Nov. 2010)	Approx. 50 metres - curb at various locations	\$160.00 /m	\$8,000.00
			SUB TOTAL	\$48,000.00
			H.S.T.	\$6,240.00
			TOTAL	\$54,240.00

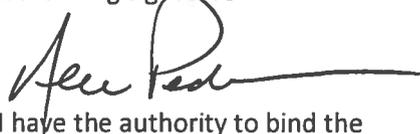
Page 1 of 6 to be submitted



I/We Pedersen Construction (2013) Inc. offer to supply the requirements stated within for the total contract price of \$ 46,500.00 + H.S.T.

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

The specifications have been read over and agreed to this 16 day of May 2017

Company Name Pedersen Construction (2013) Inc.	Contact name (please print) Alec Pedersen
Mailing Address P.O. Box 2409 New Liskeard, Ontario POJ 1P0	Title Secretary-Treasurer
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-6223	Fax 705-647-8851
Cell Phone if possible 705-647-2707	Email apedersen@pedersenconstruction.ca

**City of Temiskaming Shores
PWO-RFT-008-2017
Sidewalk and curb construction**

Non Collusion Affidavit

I/We Alec Pedersen 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 quoted 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, Tender or Proposal 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 New Liskeard this 16 day of May, 2017

Signed



Company Name

Pedersen Construction (2013) Inc.

Title

Secretary-Treasurer

Page 3 of 6 to be submitted



**City of Temiskaming Shores
Sidewalk and Curb Construction
PWO-RFT-008-2017**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

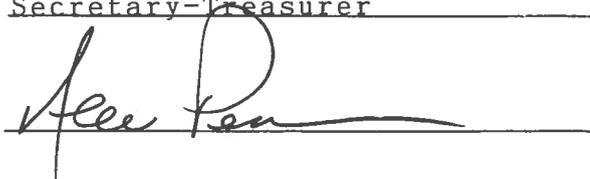
In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at New Liskeard this 16 day of May, 2017.

Firm Name Pedersen Construction (2013) Inc.

Bidder's Authorization Official Alec Pedersen

Title Secretary-Treasurer

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
Sidewalk and Curb Construction
PWO-RFT-008-2017**

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)
Not Applicable		

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

Alec Pedersen

Printed



Signed

May 16, 2017

Date

Page 5 of 6 to be submitted



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 Pedersen Construction (2013) Inc. Company Name

Phone Number
705-647-6223

Address P.O. Box 2409
New Liskeard, Ontario P0J 1P0

I, Alec Pedersen, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: May 16, 2017

The Corporation of the City of Temiskaming Shores

By-law No. 2017-079

Being a by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” at their Source located in Firstbrook Township and accessible via Dump Road

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality’s ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-014-2017 at the May 30th, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” for consideration at the May 30th, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Alvin Caldwell Sand & Gravel Ltd. Crushing and Stockpiling of a maximum 10,000 tonne of Granular “M” at the unit cost of \$6.40 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule “A” and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-079

Agreement between

The Corporation of the City of Temiskaming Shores

and

Alvin Caldwell Sand & Gravel Ltd.

for the Crushing and Stockpiling of Granular "M"

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

Alvin Caldwell Sand & Gravel Ltd.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Crushing and Stockpiling of Granular "M"
TENDER No. PWO-RFT-006-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Director, all the work by **July 31st, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit cost of Six Dollars and Forty Cents (\$6.40) per tonne plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a

failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Alvin Caldwell Sand & Gravel Ltd.
P.O. Box 502
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Alvin Caldwell Sand & Gravel Ltd.

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-079

Form of Agreement

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.

The Contractor has 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 Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Tender, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

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

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

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

ITEM #	MATERIAL	QUANTITY	UNIT PRICE	TOTAL
1	GRANULAR "M" 5/8 as per OPSS 1010, crush and stockpile at Contractors location within 5 kms of Temiskaming Shores.	10,000 tonnes	\$ 6.40	\$ 64,000.00
SUB-TOTAL:				\$ 64,000.00
HST:				\$ 8,320.00
TOTAL				\$ 72,320.00

I/We ALVIN CALDWELL SAND & GRAVEL LTD offer to supply the requirements stated within.

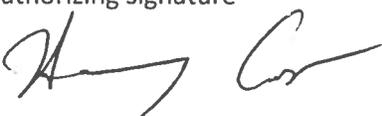
the corresponding total cost of \$ 72,320.00 Tax included.

I/We guarantee the availability of the required materials stockpiled at the Contractors location considered to be CALDWELL MAIN PIT pit, located within 5 kms of the outside boundaries of Temiskaming Shores.

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

I/We shall endeavor to complete the work by July 31st, 2017.

The specifications have been read over and agreed to this 16th day of MAY 2017

Company Name <u>ALVIN CALDWELL SAND & GRAVEL LTD</u>	Contact name (please print) <u>HARRY COOPER</u>
Mailing Address <u>P.O. BOX 502 NEW LISKEARD, ON</u>	Title <u>GENERAL MANAGER</u>
Postal Code <u>P05 1P0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705 647 5369</u>	Fax <u>705 647-5372</u>
Cell Phone if possible <u>705 648 3692</u>	Email <u>harry@caldwellconstruction.ca</u>

**City of Temiskaming Shores
PWO-RFT-009-2017
Supply and Stockpile Granular M**

Non Collusion Affidavit

I/We HARRY COOPER 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 quoted 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, Tender or Proposal 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 NEW LISKEARD this 16th day of MAY, 2017

Signed 
Company Name ALVIN CACONELLI SANDS & GRAVEL LTD
Title GENERAL MANAGER

**City of Temiskaming Shores
PWO-RFT-009-2017
Supply and Stockpile Granular M**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation 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 quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at NEW LISKEARD this 16th day of MAY, 2017.

Firm Name ALVIN CALDWELL SAND & GRAVEL LTD

Bidder's Authorization Official HARRY COOPER

Title GENERAL MANAGER

Signature 

**City of Temiskaming Shores
PWO-RFT-009-2017
Supply and Stockpile Granular M**

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)
N/A		

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

HARRY COOPER

Printed

[Signature]

Signed

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 HARRY COOPER Company Name ALVIN CALDWELL SAND + GRAVEL LTD

Phone Number 705 647-5369 Address 437110 HAWK DRIVE NEW LISKEARD, ON

I, HARRY COOPER, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: May 16 / 17

The Corporation of the City of Temiskaming Shores

By-law No. 2017-080

Being a by-law to enter into an agreement with Miller Paving Limited for the 2017 Roadway Surfacing Program (Surface Treatment) within the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-015-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2017 Roadway Surfacing Program (Surface Treatment) contract for consideration at the May 30, 2017 Special meeting of Council;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Miller Paving for the 2017 Roadway Surfacing Program (Surface Treatment) contact in the amount of \$342,082.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-080

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the 2017 Roadway Surfacing Program (Surface Treatment)

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

and

Miller Paving Limited
(hereinafter called “the Contractor”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Documents entitled:
**Corporation of the City of Temiskaming Shores
2017 Roadway Surfacing Program (Surface Treatment) at various locations
and outlined in Administrative Report No. PW-015-2017**
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01 and in the Contract Documents as outlined in Appendix 02, copies of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **September 30th, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Three Hundred and Forty - Two Thousand and Eighty - Two Dollars and Zero Cents (\$342,082.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication

where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Paving Limited
P.O. Box 1208
704024 Rockley Road
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

The Director of Public Works
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

2017 Roadway Surfacing Program – Surface Treatment

Section One: Niven Street South / Albert Street

Niven Street South from Main Street to King Street - \$160,857.50 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular “A”.
3. Place double application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 2200 metres.

Albert Street from Niven Street South to ONR Crossing - \$15,300.00 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular “A”.
3. Place double application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 200 metres.

Section Two: Quarry Road South

Quarry Rd. South / Dutton St. from West Rd. to Lakeshore Rd. - \$56,120.00 (plus tax)

1. Inspect and spot repair defects in existing RAP surface.
2. Place single application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 2300 metres.

Edward Street from Dutton Street to Lakeshore Road - \$23,844.50 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular “A”.
3. Place double application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 320 metres.

Section Three: Tobler Road

Tobler Road from Highway 11 North to Peters Road - \$85,960.00 (plus tax)

1. Inspect and spot repair defects in existing treated roadway surface.
2. Place double application of Surface Treatment, including Class 2 Aggregate, at a width equal to 8.0 metres and a length of 1600 metres.



Appendix 02 to
Schedule "A" to

By-law No. 2017-080

Form of Agreement

PROPOSAL

**2017 Roads Program – Surface Treatment
PWO-RFP-005-2017**

City of Temiskaming Shores



Prepared For
City of Temiskaming Shores
P.O Box 2050
325 Farr Drive
Haileybury, ON
P0J 1P0

Attention: Doug Walsh, Director of Public Works
Dave Treen, Municipal Clerk

Respectfully Submitted By
Miller Paving Limited
704024 Rockley Road
P.O Box 248
New Liskeard, ON
P0J 1P0
705-647-4331
705-647-3611 Fax
Contact: Britt Herd



2017 Roads Program Understanding and Scope of Work

Miller Paving Limited (Miller) is pleased to submit the following proposal to the City of Temiskaming Shores (City) for the 2017 Roads Program – Surface Treatment; Proposal Number PWO-RFP-005-2017.

Our understanding of the scope of work is as follows:

- Haileybury – Niven Street (from Main to King) – pre-grade road, supply, place and compact 50mm of Granular A; and spread Class 2 aggregate and spray HF150S emulsion for a double surface treatment, care will be taken to match driveways as required.
- Haileybury – Albert Street (from Niven easterly 200m) - pre-grade road, supply, place and compact 50mm of Granular A; and spread Class 2 aggregate and spray HF150S emulsion for a double surface treatment, care will be taken to match driveways as required.
- Haileybury – Quarry Road South, including Dutton (from West Road to Lakeshore) – repair minor surface defects on the existing RAP surface using cold or hot mix, sweep existing surface, and spread Class 2 aggregate and spray HF150S emulsion for a single surface treatment.
- Haileybury – Edward Street (from Dutton to Lakeshore) - pre-grade road, supply, place and compact 50mm of Granular A; and spread Class 2 aggregate and spray HF150S emulsion for a double surface treatment, care will be taken to match driveways as required.
- Dymond – Toblers Road (from Hwy 11 to Peters Road) – Repair soft area by cement stabilization, spread cement powder at a rate of 5% by volume and mix using a pulverizer, allow to cure for minimum of 7 days, regrade granular surface and spread Class 2 aggregate and spray HF150S emulsion for a double surface treatment.
- City of Temiskaming Shores – Structures in Roadway – Miller will place a wood cover over all structures within the surface treatment foot print, and spray directly over the structure. Structures should be at or near the surface.

The proposal pricing structure contains one (1) innovative construction technique (cement stabilization) that Miller understands and has pioneered in recent years. Miller has experience locally using cement stabilization on Toblers Road in Temiskaming Shores, and we have completed all the pre-work engineering to perform cement stabilizing on Peters road within the City limits. Cement stabilizing is a technique used on roads with poor subgrade (ie clay bases), to increase the strength of the base by injecting and mixing cement powder. We are committed to continue researching and pioneering this product, and our crews have the experience to construct the work effectively.

Work shall begin at the earliest opportunity and as weather permits, with the understanding that the completion date for the proposed work is August 25, 2017. In the event that the project is delayed beyond the completion date the City has established that liquidated damages of \$500 per calendar day shall apply if the aforementioned completion date is not met.

Qualifications, Expertise and Performance on Similar Projects:

Miller is celebrating its 100th anniversary this year and therefore the origins of Miller date back to 1917, when it was founded as A.E. Jupp Construction. Ownership changed in 1940, formally changing the name to Miller Paving Limited. Since its formation, Miller's reputation was solidified in the road building industry by participating in many major projects during the great road building boom of the mid-20th century, including the Alaska Highway. Miller is one of the largest privately held construction companies in Canada, and can provide the City, as required, all the financial requirements (Performance, Maintenance, Labour & Material Bonds; Letters of Credit) that it requires to undertake this project. In addition to financial security Miller shall provide the minimum insurance protection required of the proposal.



**City of Temiskaming Shores – 2017 Roads Program
PWO-RFP-005-2017
Surface Treatment**

Locally, in 1990, Miller purchased JM Grant Contractors, along with the JM Grant asphalt and concrete plants, which are located in the former Township of Dymond, and is now part of the City of Temiskaming Shores. Miller has since relocated much of their operations to the old MTO building on Rockley Road (in the former Township of Dymond), but still operates the original JM Grant concrete plant at the old site. The Rockley Road location is the headquarters for Miller in Northern Ontario, covering construction and maintenance across the vast geography of the Northeastern and Northwestern regions of Ontario.

Miller's success is based on time-proven construction methods and innovative technology, backed by vast technical and financial resources. With over 250 local employees available from the Rockley Road operation we take great pride in building and supporting our local urban and rural infrastructure across the Temiskaming Shores area.

Miller has gained extensive experience in road, bridge and heavy civil construction projects by working closely with all of our clients, no matter how big the budget may be. Our primary clients are the provincial and municipal governments of Ontario. Locally, in Temiskaming Shores, and throughout northeastern Ontario we have initiated a hands on approach with municipalities discussing asset and preservation management for their roads network. One of our objectives is to use the technical and financial resources of Miller to offer the smaller municipalities some flexibility when it comes to preserving their existing roads and streets. Current successes with this approach include the Township of Coleman, City of Temiskaming Shores, Town of Kirkland Lake, Town of Latchford, and the Township of Matachewan. We have performed roadwork similar to the work proposed in the 2017 roads program for each of the above municipalities, and performed similar work for other northern municipalities under a conventional design-bid-build tender process.

As with all projects and owner/client relationships we are focused on customer satisfaction and we constantly strive to complete all of our projects on budget and schedule. We understand that the construction window in northeastern region is short, and we work closely with each municipality to ensure the work is completed in a timely manner and prior to the approach of inclement weather.

Miller offers a diverse array of products and services, including a strong technical staff with the experience and background to construct and supply products and services to the construction industry. In 2017, Miller opened a state of the art asphalt mix design and research facility and aggregate laboratory at the Rockley Road location, where we will process and develop our own hot mix pavement designs and provide quality control for our construction teams. This laboratory, along with our portable laboratory trailers, will sample and test all types of aggregate for the construction industry. All of our laboratories participate in the Canadian Council of Independent Laboratories (CCIL) correlation program, including our staff. Our quality control staff are also certified for nuclear gauge compaction testing, and ACI plastic concrete testing. Our sister company, McAsphalt Industries, supplies the emulsified product for all of our projects, and is ISO certified (ISO 9001/14001). Additional testing is required on the Class 2 aggregate to ensure that the aggregate is compatible with HF150S. The application rates for the surface treatment binder and aggregate shall be met, but there may be occasions where the application rates may be adjusted slightly due traffic volumes, shade, sunlight, vertical or horizontal curves, etc, etc.

The Miller division located at Rockley Road is the headquarters for Northern Ontario, and this division is led by Jean-Pierre Breton, P.Eng, who is the Vice-President of Northern Operations. The Manager of Estimating of Northern Operations is Britt Herd, who has lived and worked in the Temiskaming Shores region for the past 43 years. Together Jean-Pierre and Britt have over 40 years of construction experience in the civil construction industry specifically Northern Ontario and both have committed to delivering a quality product and service to the people of the North.

Jean-Pierre Breton has the task of coordinating seven (7) Miller divisions within the Northern Group, including Miller Minerals in Haileybury, and the Rockley Road office in the former township of Dymond. Mr. Breton plans, directs, and coordinates the activities of all Miller operations in the Northern region



**City of Temiskaming Shores – 2017 Roads Program
PWO-RFP-005-2017
Surface Treatment**

including all specific projects to ensure that goals and objectives of the projects are accomplished within the prescribed time frame and within budget.

With over 20 years in the construction industry Britt has worked on various projects across Northeastern, Eastern and Northwestern Regions including the management of the northern structural and surface treatment divisions. As a member of the construction team he is responsible for estimating and managing construction projects that range in the millions of dollars annually. Britt has formalized meetings and connected with numerous Municipalities and First Nation communities across northeastern and northwestern Ontario developing road network asset and budget plans and implementing construction activities, all with the goal of providing the best one-stop service to the client, on time and on budget.

Proposed Project Team:

Miller has worked extensively in the City of Temiskaming Shores and is fully aware and understands the proposal requirements of PWO-RFP-005-2017 Roads Program – Surface Treatment, in particular the Scope of the Work and Appendix A. This Roads program is similar in nature to work that was completed in the past five (5) years within the City limits, all by the current project team.

Britt Herd will serve as the Project Manager for this proposal and understands the requirements of the proposal quite clearly. Britt has extensive knowledge of the City road network, and is capable of offering alternative construction techniques if required. Britt has worked with the City on developing a long term roads program that involves preservation management processes and reconstruction work in all areas of the City.

Glenn Fernandes is the supervisor of the surface treatment crew, and has 22 years of experience in the chip and tar business. Glenn and his crew have sprayed in excess of 6,500,000 litres of HF150S annually for the past 6 years, and have the experience and training to fulfil the proposal specifications and expectations. Glenn has worked on municipality projects across Northern Ontario, from the Quebec Border to the Manitoba Border and has the hands-on and down to earth experience in the surface treatment business to make all of his projects very successful, no matter the project location.

The supply and placement of Granular A will be scheduled and performed by Miller's road crew, who are led by Steve Amer. Steve is well known by City staff and is familiar with the requirements of working within the City of Temiskaming Shores. This continued working relationship will ensure that Miller meets and exceeds the specifications and expectations required by the proposal.

Completeness and Schedule:

All of the key staff are available for this proposal, and will be available for the duration of the project. Miller has worked closely with City staff over the past few years working on similar roads programs and are aware of local schedules and also the anticipated completion date of August 25th, 2017. Miller shall be cognizant of any summer functions such as the Craft Beer Festival in Haileybury and Summerfest in New Liskeard, and be prepared to schedule the work around such events, as necessary.

We anticipate that meeting the August 25th, 2017 deadline will not be an issue, and would anticipate a much earlier completion date. Our intention would be to complete the work between long weekends (ie before July 1 weekend or between July 1 and Civic weekend). Traffic volumes in some of the areas may require adjustments to the schedule or temporary access or detours to be in place to move the public traffic expeditiously. Any temporary access or detours will be discussed at length with City staff.

Miller operates under a Quality Management System (QMS), and our quality control laboratories operate under the ISO banner. Under QMS, Miller is responsible for providing a quality product or service to a client, utilizing a series of systems and checklists that enable us to manufacture and place products for



the construction industry that meet or exceed the owner's specifications and expectations. Our internal network of aggregate processing plants, quality control labs, quality control staff, asphalt plants, and placement equipment allow the Quality Management System to thrive and produce a quality end result. Third party correlations of our quality control laboratories measure the performance of each lab and the individuals operating the laboratory, providing confidence to both the owner/client and contractor.

Knowledge of City's Infrastructure:

Miller has performed a variety of the City's infrastructure projects, in all three towns that make up Temiskaming Shores, and has worked closely with the Director of Public Works Doug Walsh and Transportation Services Superintendent James Sheppard to ensure that these projects were a success. Miller has the existing infrastructure, all within the City limits, to ensure that all products including asphalt, aggregate and concrete can be delivered in a timely manner, and as required for any project. Miller has reviewed the extensive list of roads and highways that make up the City of Temiskaming Shores, and working with Mr. Walsh, has offered suggestions on reconstruction, preservation options and new construction techniques throughout the City, in attempts to improve and extend the life of the existing overall infrastructure.

Value Added Services:

Miller was instrumental in the planning and development of the 2014 to 2016 City Roads Program. Miller worked closely with Mr. Walsh and City Manager Mr. Chris Oslund to develop a program that exceeded expectations, met budget, and was completed within timelines (ie completion before Bikers Reunion). Our extensive resource and technical base allow the Miller team to offer the City "one stop shopping" for design, planning, budgeting, construction, and quality assurance. By providing these services Miller is able to combine all aspects of design and construction and offer value to the City that otherwise may have been outsourced to a third party.

Miller intends to expedite and schedule the project to provide the least disruption to the public and business owners, within or near the construction zones. This will benefit, both, the City and Miller, limiting interaction and disruption of the traveling public as well as business owners.

Miller, through its different construction divisions, will source supplies and materials locally, and provide work to as many local labourers as is deemed possible, based on the work contained in the RFP, providing additional revenue to the community as a whole.

Additionally, Miller has requested the option of renting or hiring City forces to perform some of the work, and this would add revenue to the City and offset some of the costs of the 2017 Roads Program.

Health and Safety

At Miller, safety is our top priority when it comes to ensuring the success of a project. Safety of the worker and of the road user will be a prime consideration during all stages of construction. All field work will be carried out in accordance with Miller's 2017 Health and Safety Manual, which includes utilizing the Ontario Traffic Manual Book 7 Temporary Conditions for managing construction zone roadwork. Our Health and Safety policy has established policies and procedures that are used extensively to train our workers, subcontractors and anyone entering the work zone which is under our care and control. Staff members are also fully trained and tested in all required aspects of safety training based on their roles and responsibilities. Miller's key objectives on projects are: ensuring workers are protected, targeting no lost-time injuries or medical aids, safety of all personnel present on-site, protection of the traveling public within project work zones and ensuring that all of our safety policies and safe practices are followed at all times. A pilot vehicle is used at all times for the surface treatment operation to queue public traffic providing a safe environment for both workers and the general public.



**City of Temiskaming Shores – 2017 Roads Program
PWO-RFP-005-2017
Surface Treatment**

Summary of Estimated Fees and Disbursements:

The form of proposal and pricing structure as supplied by the City follows on the next seven (7) pages.



Form of Proposal

Each FORM OF PROPOSAL should contain the legal name under which the Contractor 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 Proposal.

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 Proposal" must be accurately and completely filled out.

Final payment will be made for actual linear meters applied and further proven by a calibrated measuring device provided by the Contractor and incorporated into the zone striper equipment and forming part of the operation process.

Section 1 – Niven Street South

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.		Niven Street		
1.1	2,250 t	Granular "A"	\$24.95	\$56,137.50
1.2	17,600 m2	Double Surface Treatment	\$5.95	\$104,720.00
		Albert Street		
1.3	200 t	Granular "A"	\$26.50	\$5,300.00
1.4	1,600 m2	Double Surface Treatment	\$6.25	\$10,000.00
			SUB TOTAL	\$176,157.50
			H.S.T.	\$22,900.48
			TOTAL	\$199,057.98



Section 2 – Quarry Road South

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2		Quarry Road		
2.1	18,400 m2	Single Surface Treatment	\$3.05	\$56,120.00
		Edward Street		
2.2	325 t	Granular "A"	\$26.50	\$8,612.50
2.3	2,560 m2	Double Surface Treatment	\$5.95	\$15,232.00
			SUB TOTAL	\$79,964.50
			H.S.T.	\$10,395.39
			TOTAL	\$90,359.89

Section 3 – Tobler Road

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3		Tobler Road		
3.1	12,800 m2	Double Surface Treatment	\$5.95	\$76,160.00
3.2	100 m2	Spot repairs to unstable areas, (Blend Granular "A" and cement powder at 5% to a depth of 300 mm.)	\$98.00	\$9,800.00
			SUB TOTAL	\$85,960.00
			H.S.T.	\$11,174.80
			TOTAL	\$97,134.80

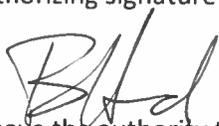


I/We Miller Paving Limited offer to supply the requirements stated within the corresponding total cost of \$ 386,552.67 Tax included.

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

I/We will deliver the required services / equipment within 60 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 16th day of May 2017

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address Box 248 704024 Rockley Road New Liskeard	Title Manager, Estimating – Northern Group
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Fax 705-647-3611
Cell Phone if possible 705-648-5428	Email britt.herd@millergroup.ca



City of Temiskaming Shores

**PWO-RFP-005-2017
2017 Roads Program – Surface Treatment**

Non Collusion Affidavit

I/ We Miller Paving Limited the undersigned, am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid.

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

Neither the Contractor 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 Contractor, 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 Contractor, firm or person to fix the price or prices in the attached Bid or of any other Contractor, or to fix any overhead, profit or cost element of the Bid price or the price of any Contractor, 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 quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Proposal or Proposal 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 New Liskeard this 16th day of May, 2017

Signed 

Company Name Miller Paving Limited

Title Manager, Estimating – Northern Group



**City of Temiskaming Shores
PWO-RFP-005-2017
2017 Roads Program – Surface Treatment**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation 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 quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 16th day of May, 2017.

Firm Name Miller Paving Limited

Contractor's Authorization Official Britt Herd

Title Manager Estimating - Northern Group

Signature



**City of Temiskaming Shores
PWO-RFP-005-2017
2017 Roads Program – Surface Treatment
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 Proposal must be included in the Proposal 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 Proposal document.

Signed by Company Official

Britt Herd

Printed



Signed



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: Britt Herd Company Name: Miller Paving Limited

Phone Number: 705-647-4331 Address: 704024 Rockley Road NewLiskeard

I, Britt Herd, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serve-ability/splash.html.

Date: May 16, 2017

The Corporation of the City of Temiskaming Shores

By-law No. 2017-081

Being a by-law to enter into an agreement with Miller Paving Limited for the 2017 Roadway Surfacing Program (Hot Mix Paving) within the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-016-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2017 Roadway Surfacing Program (Hot Mix Paving) contract for consideration at the May 30, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Miller Paving for the 2017 Roadway Surfacing Program (Hot Mix Paving) contract in the amount of \$468,285.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-081

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the 2017 Roadway Surfacing Program (Hot Mix Paving)

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

Miller Paving Limited
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Documents entitled:

**Corporation of the City of Temiskaming Shores
2017 Roadway Surfacing Program (Hot Mix Paving) at various locations
and outlined in Administrative Report No. PW-016-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01 and in the Contract Documents as outlined in Appendix 02, copies of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **September 30th, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Four Hundred and Sixty - Eight Thousand - Two Hundred and Eighty - Five Dollars and Zero Cents (\$468,285.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication

where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Paving Limited
P.O. Box 248
704024 Rockley Road
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

The Director of Public Works
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

2017 Roadway Surfacing Program – Hot Mix Paving

Section One: Farah Ave. / Dixon Street

Farah Ave. from Regina Street to Dixon Ave. - \$65,710.00 (plus tax)

1. Pulverize existing asphalt surface Farah Ave (220 metre length at 8.0 metre width).
2. Grade surface material within the pulverized area.
3. Place, grade and compact 50mm Granular “A”.
4. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

Dixon Street from Farah Ave to McCamus Ave. - \$37,840.00 (plus tax)

1. Pulverize existing asphalt surface Dixon Street (110 metre length at 9.0 metre width).
2. Grade surface material within the pulverized area.
3. Place, compact and grade 50mm Granular “A”.
4. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

Section Two: McCamus Ave.

McCamus Ave. from Dixon Street to Shepherdson Road - \$83,825.00 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular “A”.
3. Place one lift of 50mm Hot Laid Asphalt at a width equal to 9.0 metres and a length of 275 metres.

Section Three: Murray Street

Murray Street from May Street, westward to the limit. - \$14,435.00 (plus tax)

1. Grade existing surface material within roadway section.
2. Place, grade and compact 50mm Granular “A”.
3. Place one lift of 50mm Hot Laid Asphalt at a width equal to 7.0 metres and a length of 55 metres.

Section Four: Main Street

Main Street from Ferguson Ave to Rorke Ave. - \$110,165.00 (plus tax)

1. Mill 50mm of exist asphalt at a width of 9.0 metres and a length of 320 metres.
2. Place Tack Coat and geotextile over milled surface.
3. Place one lift of 50 mm Hot Laid Asphalt over milled surface.

Main Street from Rorke Ave. to Niven Street - \$147,810.00 (plus tax)

1. Mill 50mm of exist asphalt at a width of 9.0 metres and a length of 430 metres.
2. Place Tack Coat and geotextile over milled surface.
3. Place one lift of 50 mm Hot Laid Asphalt over milled surface.

Placement of Millings - \$8,500.00 (plus tax)

1. Various Locations – Haileybury



Appendix 02 to
Schedule "A" to

By-law No. 2017-081

Form of Agreement

FORM OF PROPOSAL

2017 Road Program – Hot Mix Paving

City of Temiskaming Shores



Prepared For

City of Temiskaming Shores

P.O Box 2050
325 Farr Drive
Haileybury, ON
P0J 1K0

Attention: Doug Walsh, Director of Public Works
Dave Treen, Municipal Clerk

Respectfully Submitted By

Miller Paving Limited

704024 Rockley Road
P.O Box 248
New Liskeard, ON
P0J 1P0
705-647-4331
705-647-3611 Fax
Contact: Britt Herd



2017 Roads Program Understanding and Scope of Work

Miller Paving Limited (Miller) is pleased to submit the following proposal to the City of Temiskaming Shores (City) for the 2017 Roads Program – Hot Mix Paving; Proposal Number PWO-RFP-006-2017.

Our understanding of the scope of work is as follows:

- New Liskeard - Farah Avenue (from Regina to Dixon) – Pulverize, grade and compact the existing surface, supply, place and compact 50mm of Granular A; and supply, place and compact 50mm of Superpave 12.5 asphalt
- New Liskeard - Dixon Street (from Farah to McCamus) - Pulverize, grade and compact the existing surface, supply, place and compact 50mm of Granular A; and supply, place and compact 50mm of Superpave 12.5 asphalt
- New Liskeard - McCamus Avenue (from Shepherdson to Dixon) – supply, place and compact 50mm of Granular A; and supply, place and compact 50mm of Superpave 12.5 asphalt
- New Liskeard - Murray Street (from Armstrong to May) - supply, place and compact 50mm of Granular A; and supply, place and compact 50mm of Superpave 12.5 asphalt
- Haileybury - Main Street (from Ferguson to Rorke) – Select milling width as directed by the City; mill, load, and haul asphalt grindings, apply SS1 or CBC tack coat, spread/lay paving fabric, and supply, place and compact 50mm of Superpave 12.5 asphalt, place pavement markings as per the existing configuration once the asphalt work is complete
- Haileybury - Main Street (from Rorke to Niven) – Milling width as directed by the City; mill, load, and haul asphalt grindings, apply SS1 or CBC tack coat, spread/lay paving fabric, and supply, place and compact 50mm of Superpave 12.5 asphalt, place pavement markings as per the existing configuration once the asphalt work is complete.
- Haileybury - Various Streets/Roads – place and compact millings as directed by the City.

The proposal pricing structure contains one (1) innovative construction technique which uses paving fabric (with tack coat) between the milled surface and the new hot mix layer, which Miller understands and has implemented and pioneered in recent years. Miller has experience locally in using paving fabric on mill and pave projects to reduce and delay reflective cracks from surfacing in the new asphalt, in North Bay, Kirkland Lake, Coleman and Cobalt in the past 3 years. We are committed to continue researching and pioneering this product, and our crews have gained the experience to construct the work effectively.

Work shall begin at the earliest opportunity and as weather permits, with the understanding that the completion date for the proposed work is August 25, 2017. In the event that the project is delayed beyond the completion date the City has established that liquidated damages of \$500 per calendar day shall apply if the aforementioned completion date is not met.

Qualifications, Expertise and Performance on Similar Projects:

Miller is celebrating its 100th anniversary this year and therefore the origins of Miller date back to 1917, when it was founded as A.E. Jupp Construction. Ownership changed in 1940, formally changing the name to Miller Paving Limited. Since its formation, Miller's reputation was solidified in the road building industry by participating in many major projects during the great road building boom of the mid-20th century, including the Alaska Highway. Miller is one of the largest privately held construction companies in Canada, and can provide the City, as required, all the financial requirements (Performance, Maintenance, Labour & Material Bonds; Letters of Credit) that it requires to undertake this project. In addition to financial security Miller shall provide the minimum insurance protection required of the proposal.



Locally, in 1990, Miller purchased JM Grant Contractors, along with the JM Grant asphalt and concrete plants, which are located in the former Township of Dymond, and is now part of the City of Temiskaming Shores. Miller has since relocated much of their operations to the old MTO building on Rockley Road (in the former Township of Dymond), but still operates the original JM Grant concrete plant at the old site. The Rockley Road location is the headquarters for Miller in Northern Ontario, covering construction and maintenance across the vast geography of the Northeastern and Northwestern regions of Ontario.

Miller's success is based on time-proven construction methods and innovative technology, backed by vast technical and financial resources. With over 250 local employees available from the Rockley Road operation we take great pride in building and supporting our local urban and rural infrastructure across the Temiskaming Shores area.

Miller has gained extensive experience in road, bridge and heavy civil construction projects by working closely with all of our clients, no matter how big the budget may be. Our primary clients are the provincial and municipal governments of Ontario. Locally, in Temiskaming Shores, and throughout northeastern Ontario we have initiated a hands on approach with municipalities discussing asset and preservation management for their roads network. One of our objectives is to use the technical and financial resources of Miller to offer the smaller municipalities some flexibility when it comes to preserving their existing roads and streets. Current successes with this approach include the Township of Coleman, City of Temiskaming Shores, Town of Kirkland Lake, Town of Latchford, and the Township of Matachewan. We have performed roadwork similar to the work proposed in the 2017 roads program for each of the above municipalities, and performed similar work for other northern municipalities under a conventional design-bid-build tender process.

As with all projects and owner/client relationships we are focused on customer satisfaction and we constantly strive to complete all of our projects on budget and schedule. We understand that the construction window in northeastern region is short, and we work closely with each municipality to ensure the work is completed in a timely manner and prior to the approach of inclement weather.

Miller offers a diverse array of products and services, including a strong technical staff with the experience and background to construct and supply products and services to the construction industry. In 2017, Miller opened a state of the art asphalt mix design and research facility and aggregate laboratory at the Rockley Road location, where we will process and develop our own hot mix pavement designs and provide quality control for our construction teams. This laboratory, along with our portable laboratory trailers, will sample and test all types of aggregate for the construction industry. All of our laboratories participate in the Canadian Council of Independent Laboratories (CCIL) correlation program, including our staff. Our quality control staff are also certified for nuclear gauge compaction testing, and ACI plastic concrete testing. Our sister company, McAsphalt Industries, will supply the asphalt cement and tack coat for all of our projects, and is ISO certified (ISO 9001/14001).

The Miller division located at Rockley Road is the headquarters for Northern Ontario, and this division is led by Jean-Pierre Breton, P.Eng, who is the Vice-President of Northern Operations. The Manager of Estimating of Northern Operations is Britt Herd, who has lived and worked in the Temiskaming Shores region for the past 43 years.

Together Jean-Pierre and Britt have over 40 years of construction experience in the civil construction industry specifically Northern Ontario and both have committed to delivering a quality product and service to the people of the North.

Jean-Pierre Breton has the task of coordinating seven (7) Miller divisions within the Northern Group, including Miller Minerals in Haileybury, and the Rockley Road office in the former township of Dymond. Mr. Breton plans, directs, and coordinates the activities of all Miller operations in the Northern region



including all specific projects to ensure that goals and objectives of the projects are accomplished within the prescribed time frame and within budget.

With over 20 years in the construction industry Britt has worked on various projects across Northeastern, Eastern and Northwestern Regions including the management of the northern structural and surface treatment divisions. As a member of the construction team he is responsible for estimating and managing construction projects that range in the millions of dollars annually. Britt has formalized meetings and connected with numerous Municipalities and First Nation communities across northeastern and northwestern Ontario developing road network asset and budget plans and implementing construction activities, all with the goal of providing the best one-stop service to the client, on time and on budget.

Proposed Project Team:

Miller has worked extensively in the City of Temiskaming Shores and is fully aware and understands the proposal requirements of PWO-RFP-006-2017 Roads Program – Hot Mix Paving, in particular the Scope of the Work and Appendix A. This Roads program is similar in nature to work that was completed in the past five (5) years within the City limits, all by the current project team.

Britt Herd will serve as the Project Manager for this proposal and understands the requirements of the proposal quite clearly. Britt has extensive knowledge of the City road network, and is capable of offering alternative construction techniques if required. Britt has worked with the City on developing a long term roads program that involves preservation management processes and reconstruction work in all areas of the City, on an as required basis.

Ryan Cote and Charlie Peddie will be the supervisors on site, and are extensively involved with scheduling the work and crews. Together they have over 35 years of experience in the civil construction industry; with their team of trained personnel they will surpass all requirements of the scope of work including quality control and traffic control. Additionally, both Ryan and Charlie are very familiar working with the City's key personnel who will be responsible for overseeing this project. This excellent working relationship will ensure that Miller meets and exceeds the specifications and expectations required by the proposal.

Britt, Ryan and Charlie have all worked on various municipality projects including the City of Timmins, City of Kirkland Lake, City of Temiskaming Shores, Township of Matachewan, and Township of Coleman roads programs.

Completeness and Schedule:

All of the key staff are available for this proposal, and will be available for the duration of the project. Miller has worked closely with City staff over the past few years working on similar roads programs and are aware of local schedules and also the anticipated completion date of August 25th, 2017. Miller shall be cognizant of any summer functions such as the Craft Beer Festival in Haileybury and Summerfest in New Liskeard, and be prepared to schedule the work around such events, as necessary.

We anticipate that meeting the August 25th, 2017 deadline will not be an issue, and would anticipate a much earlier completion date. Our intention would be to complete the work between long weekends (ie before July 1 weekend or between July 1 and Civic weekend). Traffic volumes in some of the areas may require adjustments to the schedule or temporary access or detours to be in place to move the public traffic expeditiously. Any temporary access or detours will be discussed at length with City staff.

Miller operates under a Quality Management System (QMS), and our quality control laboratories operate under the ISO banner. Under QMS, Miller is responsible for providing a quality product or service to a client, utilizing a series of systems and checklists that enable us to manufacture and place products for



the construction industry that meet or exceed the owner's specifications and expectations. Our internal network of aggregate processing plants, quality control labs, quality control staff, asphalt plants, and placement equipment allow the Quality Management System to thrive and produce a quality end result. Third party correlations of our quality control laboratories measure the performance of each lab and the individuals operating the laboratory, providing confidence to both the owner/client and contractor.

Knowledge of City's Infrastructure:

Miller has performed a variety of the City's infrastructure projects, in all three towns that make up Temiskaming Shores, and has worked closely with the Director of Public Works Doug Walsh and Transportation Services Superintendent James Sheppard to ensure that these projects were a success. Miller has the existing infrastructure, all within the City limits, to ensure that all products including asphalt, aggregate and concrete can be delivered in a timely manner, and as required for any project. Miller has reviewed the extensive list of roads and highways that make up the City of Temiskaming Shores, and working with Mr. Walsh, has offered suggestions on reconstruction, preservation options and new construction techniques throughout the City, in attempts to improve and extend the life of the existing overall infrastructure.

Value Added Services:

Miller was instrumental in the planning and development of the 2014 to 2016 City Roads Program. Miller worked closely with Mr. Walsh and City Manager Mr. Chris Oslund to develop a program that exceeded expectations, met budget, and was completed within timelines (ie completion before Bikers Reunion). Our extensive resource and technical base allow the Miller team to offer the City "one stop shopping" for design, planning, budgeting, construction, and quality assurance. By providing these services Miller is able to combine all aspects of design and construction and offer value to the City that otherwise may have been outsourced to a third party.

Miller intends to expedite and schedule the project to provide the least disruption to the public and business owners, within or near the construction zones. This will benefit, both, the City and Miller, limiting interaction and disruption of the traveling public as well as business owners.

Miller, through its different construction divisions, will source supplies and materials locally, and provide work to as many local labourers as is deemed possible, based on the work contained in the RFP, providing additional revenue to the community as a whole.

Additionally, Miller has requested the option of renting or hiring City forces to perform some of the work, and this would add revenue to the City and offset some of the costs of the 2017 Roads Program.

Health and Safety

At Miller, safety is our top priority when it comes to ensuring the success of a project. Safety of the worker and of the road user will be a prime consideration during all stages of construction. All field work will be carried out in accordance with Miller's 2017 Health and Safety Manual, which includes utilizing the Ontario Traffic Manual Book 7 Temporary Conditions for managing construction zone roadwork. Our Health and Safety policy has established policies and procedures that are used extensively to train our workers, subcontractors and anyone entering the work zone which is under our care and control. Staff members are also fully trained and tested in all required aspects of safety training based on their roles and responsibilities. Miller's key objectives on projects are: ensuring workers are protected, targeting no lost-time injuries or medical aids, safety of all personnel present on-site, protection of the traveling public within project work zones, and ensuring that all of our safety policies and safe practices are followed at all times.



Summary of Estimated Fees and Disbursements:

The form of proposal and pricing structure as supplied by the City follows on the next eight (8) pages.



Form of Proposal

Each FORM OF PROPOSAL should contain the legal name under which the Contractor 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 Proposal.

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 Proposal" must be accurately and completely filled out.

Final payment will be made for actual linear meters applied and further proven by a calibrated measuring device provided by the Contractor and incorporated into the zone striper equipment and forming part of the operation process.

Section 1 – Farah Ave. / Dixon Street

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.		Farah Avenue		
1.1	1,760 m2	Pulverize Existing Surface	\$3.50	\$6,160.00
1.2	250 t	Granular "A"	\$25.00	\$6,250.00
1.3	260 t	SuperPave 12.5	\$205.00	\$53,300.00
		Dixon Street		
1.4	990 m2	Pulverize Existing Surface	\$3.50	\$3,465.00
1.5	145 t	Granular "A"	\$25.00	\$3,625.00
1.6	150 t	SuperPave 12.5	\$205.00	\$30,750.00
			SUB TOTAL	\$103,550.00
			H.S.T.	\$13,461.50
			TOTAL	\$117,011.50



Section 2 – McCamus Avenue

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2		McCamus Avenue		
2.1	360 t	Granular "A"	\$25.00	\$9,000.00
2.2	365 t	SuperPave 12.5	\$205.00	\$74,825.00
			SUB TOTAL	\$83,825.00
			H.S.T.	\$10,897.25
			TOTAL	\$94,722.25

Section 3 – Murray Street

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3		Murray Street		
3.1	55 t	Granular "A"	\$50.00	\$2,750.00
3.2	57 t	SuperPave 12.5	\$205.00	\$11,685.00
			SUB TOTAL	\$14,435.00
			H.S.T.	\$1,876.55
			TOTAL	\$16,311.55

Page 2 of 8 to be submitted



Section 4 – Main Street

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
4.		Main Street (Ferguson to Rorke)		
4.1	2,880 m2	Mill Existing Surface (50mm)	\$4.00	\$11,520.00
4.2	2,880 m2	Tack Coat & Geotextile	\$4.00	\$11,520.00
4.3	425 t	SuperPave 12.5	\$205.00	\$87,125.00
		Main Street (Rorke to Niven)		
4.4	3,870 m2	Mill Existing Surface (50mm)	\$4.00	\$15,480.00
4.5	3,870 m2	Tack Coat & Geotextile	\$4.00	\$15,480.00
4.6	570 t	SuperPave 12.5	\$205.00	\$116,850.00
		Placement of Millings		
4.7	850 t	Various Locations (Haileybury)	\$10.00	\$8,500.00
			SUB TOTAL	\$266,475.00
			H.S.T.	\$34,641.75
			TOTAL	\$301,116.75



I/We Miller Paving Limited offer to supply the requirements stated within the corresponding total cost of \$ 529,162.05 Tax included.

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

I/We will deliver the required services / equipment within 60 calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 16th day of May 2017

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address Box 248 704024 Rockley Road New Liskeard, ON	Title Manager, Estimating – Northern Group
Postal Code POJ 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Fax 705-647-3611
Cell Phone if possible 705-648-5428	Email britt.herd@millergroup.ca



City of Temiskaming Shores

**PWO-RFP-006-2017
2017 Roads Program – Hot Mix Paving**

Non Collusion Affidavit

I/ We Miller Paving Limited the undersigned, am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid.

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

Neither the Contractor 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 Contractor, 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 Contractor, firm or person to fix the price or prices in the attached Bid or of any other Contractor, or to fix any overhead, profit or cost element of the Bid price or the price of any Contractor, 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 quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Proposal or Proposal 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 New Liskeard this 16th day of May, 2017

Signed

Company Name

Miller Paving Limited

Title

Manager, Estimating – Northern Group



**City of Temiskaming Shores
PWO-RFP-006-2017
2017 Roads Program – Hot Mix Paving**

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 Proposal must be included in the Proposal 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 Proposal document.

Signed by Company Official

Britt Herd

Printed



Signed

Page 7 of 8 to be submitted



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: Britt Herd _____ Company Name: __Miller Paving Limited_____

Phone Number: _705-647-4331_____ Address: __704024 Rockley Road, New Liskeard____

I, Britt Herd _____, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario’s Customer Service is available at www.gov.on.ca/mcss/serve-ability/splash.html.

Date: May 16, 2017

The Corporation of the City of Temiskaming Shores

By-law No. 2017-082

**Being a by-law to enter into an agreement with Canada
Culvert for the Supply and Delivery of Miscellaneous
Culvert Pipe to various locations within the City of
Temiskaming Shores**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-017-2017 at the May 30, 2017 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Canada Culvert for the Supply and Delivery of Miscellaneous Culvert Pipe for consideration at the May 30th, 2017 Special Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Canada Culvert for the Supply and Delivery of Miscellaneous Culvert Pipe to various locations in the City of Temiskaming Shores, in the amount of \$23,881.34 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 30th day of May, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-082

Agreement between

The Corporation of the City of Temiskaming Shores

and

Canada Culvert

for the Supply and Delivery of Miscellaneous Culvert Pipe

This agreement made in duplicate this 30th day of May 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Canada Culvert

(hereinafter called "the Supplier")

Witnesseth:

That the Owner and the Supplier shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Miscellaneous Culvert Pipe
Request for Quotation No. PWO-RFQ-001-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, a copy of which is attached hereto as Appendix 01; and
- c) Complete, as certified by the Director, all the work by **September 30th, 2017.**

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid Twenty-Three Thousand Eight Hundred and Eighty-One Dollars and Thirty-Four Cents (\$23,881.34) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or

to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Supplier:

Canada Culvert
605 Sheldon Drive
Cambridge, Ontario
N1T 2K1

The Owner:

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

The Director:

**The Director of Public Works
City of Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Canada Culvert

Estimator – Maria J. Almendarez

Witness Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-082

Form of Agreement

Form of Quotation

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

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

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

Section 1 – C.S.P. Culvert, galvanized

Description	Unit	Quantity	Unit Price	Amount
300 mm diameter, 1.6 gauge, re-rolled annular ends.	meters	144	35.82	\$ 5158.08
300 mm couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware.	each	20	37.58	\$ 751.60
400 mm diameter, 1.6 gauge, re-rolled annular ends.	meters	72	48.78	\$ 3512.16
400 mm Couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware.	Each	9	40.70	\$ 366.30
450 mm diameter, 1.6 gauge, re-rolled annular ends.	meters	36	55.53	\$ 1999.08
450 mm couplers, 1.6 gauge, 9 or 10 corrugated, Extra wide (24"), quoted c/w bolts & associated hardware, for above	each	5	43.67	\$ 218.35

Page 1 of 6 to be submitted

Description	Unit	Quantity	Unit Price	Amount
1000 mm diameter, 1.6 gauge, re-rolled annular ends.	meters	42	121.18	\$ 5089.56
1000 mm couplers, 1.6 gauge, 9 or 10 corrugated , Extra wide (24"), quoted c/w bolts & associated hardware, for above	each	5	73.35	\$ 366.75
HDPE Plastic				
300 mm diameter, HDPE Plastic, ADS single wall, H.D. corrugated, open profile smooth wall , gasketed bell and spigot	meters	60	25.71	\$ 1542.60
600 mm diameter, HDPE Plastic, ADS single wall, H.D. corrugated, open profile smooth wall, gasketed bell & spigot	meters	18	94.03	\$ 1692.54
⁷⁵⁰ 700 mm diameter, HDPE Plastic, ADS single wall, H.D. corrugated, open profile smooth wall, gasketed bell & spigot	meters	24	132.68	\$ 3184.32
			Sub-Total	\$ 23881.34
			H.S.T.	\$ 3104.57
			TOTAL	\$ 26985.91



I/We Canada Culvert offer to supply the requirements stated within at the total cost of \$ 26985.91 H.S.T. included.

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

I/We will deliver the required services / equipment/ commodities within 15 calendar days from receiving a signed order.

The specifications have been read over and agreed to this 19 day of May 2017

Company Name <u>Canada Culvert</u>	Contact name (please print) <u>Maria I- Almendarez</u>
Mailing Address <u>605 Sheldon Dr. Cambridge, ON</u>	Title <u>Estimator</u>
Postal Code <u>N1T 2K1</u>	Authorizing signature <u>Maria I. Almendarez</u> "I have the authority to bind the company/corporation/partnership."
Telephone <u>(519) 620 - 6000</u>	Fax <u>(519) 620 - 6042</u>
Cell Phone if possible	Email <u>maria.almendarez@canadaculvert.com</u>

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City of Temiskaming Shores

**PWO-RFQ-001-2017
CSP & HDPE Culvert Pipe**

Non Collusion Affidavit

I/We Canada Culvert the undersigned, am fully informed respecting the preparation and contents of the attached Quotation 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 quoted 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 Proposal 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 Cambridge, ON this 19 day of May, 2017

Signed Maria J. Alameda
Company Name Canada Culvert
Title Estimator

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**City of Temiskaming Shores
PWO-RFQ-001-2017
CSP & HDPE Culvert Pipe**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation 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 quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at Cambridge, ON this 19 day of May, 2017.

Firm Name Canada Culvert

Bidder's Authorization Official Maria Almendarez

Title Estimator

Signature Maria Almendarez



**City of Temiskaming Shores
PWO-RFQ-001-2017
CSP & HDPE Culvert Pipe**

Schedule "A"

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 Canada Culvert Company Name

Phone Number (519) 620-6000 Address 605 Sheldon Dr. Cambridge, ON
N1T 2K1

I, Mario J. Alencar, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: 05/19/17