



THE CORPORATION of the UNITED TOWNSHIPS of HEAD, CLARA & MARIA

AGENDA

March 18, 2021 at 1:00 p.m.

1. Call to Order and Moment of Silence
Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long term benefit of our Municipality and those we represent.
2. Roll Call
3. Recital of the Municipal Mission and Vision Statements
4. Disclosure of Pecuniary interest & General Nature Thereof
5. Deputations/Presentations – none
6. Adoption of Minutes of previous meeting
 - Council Minutes
 - i. February 25th, 2021
 - Library Board Minutes
 - i. December 2nd, 2020
 - Recreation Committee Minutes - none
 - Public Works Advisory Committee Minutes
 - i. March 9th, 2021
7. Petitions and Correspondence
Information Only – (Please advise if you feel any item warrants further consideration)
 - i. Open letter to Ontario Municipal Councils – AMCTO
 - ii. Requested amendments to Municipal Elections Act - Township of The Archipelago
 - iii. Automatic Speed Enforcement – Township of Glengarry
 - iv. Advocacy for Reform to MFIPPA – Support from Township of Glengarry
 - v. Letter of Support for OFC – Township of Strong
 - vi. COVID 19 Recovery Funding – MMAH
8. Mayor's Report
 - Report 21/03/18/801 – Mayor Debbi Grills
9. Staff Reports
 - None
10. Unfinished Business
 - Report 21/03/18/1001 – PWAC Road Maintenance Recommendations
 - Report 21/02/18/1002 – Boat Launch Tender Results
 -
11. Addendum (New Business)
 - Report 21/03/18/1101 – Marmak Asset Management Proposal
 - Report 21/03/18/1102 – Wishart Law Minutes
12. Policy Review
 - HR-04 Employee Code of Conduct Policy
 - HR-05 Travel Compensation and Expense Policy
13. By-Laws

- 2021-06 To Adopt Policy HR-01 Harassment, Bullying and Workplace Violence
- 2021-07 To Adopt Policy C-01 Council and Staff Relations
- 2021-08 To Adopt Policy A-01 Customer Service and Communication
- 2021-09 To Adopt Policy HR-02 Alternate Work Schedule
- 2021-10 To Adopt Policy HR-03 Telecommuting Policy
- 2021-11 To Adopt Policy HR-04 Code of Conduct for Employees
- 2021-12 To Adopt Policy HR-05 Travel Compensation and Expense Policy

14. Questions and Answers

15. Confirmation of Proceedings By-law # 2020-13

16. Adjournment

Note* Alternate formats and communication supports are available on request.

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.

HCM Vision: Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.



**THE CORPORATION OF THE UNITED TOWNSHIPS
OF HEAD, CLARA & MARIA**

Minutes of February 25, 2021

Minutes of a regular meeting of Council held on Thursday, February 25, 2021 at 1:00 p.m. electronically.

1. **CALL TO ORDER & MOMENT OF SILENT REFLECTION** – Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long term benefit of our Municipality and those we represent.

2. **ROLL CALL** – The following persons were present: Mayor Debbi Grills, Councillors: Brent Allen, Chris Dowser, Fran Kelly-Chamberlain, and Ernie Villeneuve.

Staff: Charlotte Toope, Clerk/ Treasurer, members of the public

Absent/Regrets:

3. **RECITAL OF THE MUNICIPAL MISSION AND VISION STATEMENTS** – Councillor Dowser

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.

HCM Vision: Providing a healthy, connected and sustainable community teeming with possibilities for our citizens now and into the future.

4. **DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF**

5. **DEPUTATIONS/PRESENTATIONS** – Judy Cavan – PWAC Recommendations

6. **ADOPTION OF MINUTES OF PREVIOUS MEETINGS (INCLUDING COMMITTEES)**

Resolution No.: 25/02/21/001

Moved by Councillor Dowser and seconded by Councillor Kelly-Chamberlain

BE IT RESOLVED THAT the minutes of:

- i. the special meeting of December 12th, 2020;
- ii. the regular meeting of January 28th, 202, and;
- iii. the special meeting of February 4, 2021

be accepted as amended.

Carried Unanimously

7. **CORRESPONDENCE & PETITIONS**

Petitions - none

Correspondence

- i. Infrastructure Funding – Town of Bracebridge
- ii. Modernization Program (Intake 2) – MMAH
- iii. CSWB Extension Request - Township of Asphodel-Norwood
ACTION: Clerk-Treasurer to send letter of support.
- iv. Letter from resident – E. Francoeur
- v. Fred Dean Webinars

8. **MAYOR'S REPORT**

- Report 21/01/28/801 – Mayor Debbi Grills

9. **STAFF REPORT** - None

10. **UNFINISHED BUSINESS**

- **Report 21/02/18/1001 – PWAC Road Maintenance Recommendations (Level of Service Policy and By-Law)**

ACTION: Clerk-Treasurer to update the Level of Service and Road Construction Minimum Standards Policy to reflect that maintenance would not be completely discontinued on the proposed portions of road, but rather that these portions of road would receive emergency maintenance only.

- **Report 21/02/18/1002 – Haines Severance/MTO**

Resolution No.: 25/02/21/003

Moved by Councillor Dowser and seconded by Councillor Allen

WHEREAS Mr. Edwin Haines has applied to sever his property through the County of Renfrew;

AND WHEREAS the Ministry of Transportation (MTO) has objected to the severance as the land described below used to access the property is owned by MTO;

Part of Broken Lot 1, Concession A

Geographic Township of Head

Now in the Township of Head, Clara and Maria

County of Renfrew

Designated as Part of Part 2, Ministry Plan R165055 (P-2585-40)

As closed by Instrument No. R165055

Lying east of the easterly limit of Lot 2, Concession A

And west of the Road Allowance between the townships of Head and Rolph

And being all of PIN 57046-0092 (LT)

AND WHEREAS MTO has requested that the ownership of the described land be transferred to the United Townships of Head, Clara & Maria;

THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara and Maria is supportive of these lands being transferred to the township with the intention to transfer this described land directly to Mr. Edwin Haines, with all future costs directly associated with the transfer of the land from the MTO to HCM to Mr. Edwin Haines being paid by Mr. Edwin Haines.

Carried Unanimously

- **Report 21/02/18/1003 – Updated TOR for Advisory Groups**

Resolution No.: 25/02/21/004

Moved by Councillor Villeneuve and seconded by Councillor Kelly-Chamberlain

WHEREAS the Clerk-Treasurer was directed to update the Terms of Reference to reflect the change in terminology from Advisory Committees to Advisory Groups by Resolution #: 28/01/21/005;

AND WHEREAS Council has been provided with the updated Terms of Reference for review;

THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara and Maria does hereby approve the updated Terms of Reference for the Recreational Advisory Group and the Public Works Advisory Group as amended.

Recorded Vote	
Allen, B	Yea <u> X </u> Nay <u> </u>
Dowser, C	Yea <u> </u> Nay <u> X </u>
Grills, D	Yea <u> X </u> Nay <u> </u>
Kelly-Chamberlain, F	Yea <u> X </u> Nay <u> </u>
Villeneuve, E	Yea <u> X </u> Nay <u> </u>

Carried

11. ADDENDUM (NEW BUSINESS)

- Report 21/02/18/1101 – Draft Budget

12. BY-LAWS

- None

13. POLICY AND PROCEDURE REVIEW

Resolution No.: 25/02/21/005

Moved by Councillor Dowser and seconded by Councillor Kelly-Chamberlain

WHEREAS Council has received and provided input on the updated #A-01 Customer Service and Communication Policy;

THEREFORE BE IT RESOLVED THAT the Council of the United Township of Head, Clara and Maria does hereby adopt #A-01 Customer Service and Communication Policy as presented at the Council meeting on February 25th, 2021;

AND FURTHER MORE THAT all previous versions of the Customer Service Policy be repealed, effective February 25th, 2021.

Carried Unanimously

Resolution No.: 25/02/21/006

Moved by Councillor Villeneuve and seconded by Councillor Allen

WHEREAS Council has received and provided input on the updated #HR-02 Alternate Work Schedule Policy;

THEREFORE BE IT RESOLVED THAT the Council of the United Township of Head, Clara and Maria does hereby adopt #HR-02 Alternate Work Schedule Policy as amended at the Council meeting on February 25th, 2021;

AND FURTHER MORE THAT all previous versions of the Alternate Work Schedule Policy be repealed, effective February 25th, 2021.

Carried Unanimously

Resolution No.: 25/02/21/007

Moved by Councillor Kelly-Chamberlain and seconded by Councillor Villeneuve

WHEREAS Council has received and provided input on the updated #HR-03 Telecommuting Policy;

THEREFORE BE IT RESOLVED THAT the Council of the United Township of Head, Clara and Maria does hereby adopt #HR-Telecommuting Policy as presented at the Council meeting on February 25th, 2021;

Carried Unanimously

14. Closed Session

Resolution No.: 25/02/21/008

Moved by Councillor Allen and seconded by Councillor Dowser

WHEREAS the Municipal Act allows for closed meetings under section 239(2)(b);

labour relations or employee negotiations

THEREFORE BE IT RESOLVED THAT this meeting go into an in camera session at 4:34 p.m. to discuss updated salary scale.

Resolution No.: 25/02/21/009

Moved by Councillor Allen and seconded by Councillor Kelly-Chamberlain

WHEREAS Council went into closed session to discuss

labour relations or employee negotiations

THEREFORE BE IT RESOLVED THAT this meeting come out of closed session at 4:46 p.m. and the public portion of the meeting continue.

Resolution No.: 25/02/21/010

Moved by Councillor Villeneuve and seconded by Councillor Dowser

WHEREAS Council directed the Clerk-Treasurer at the closed meeting on February 4th, 2021 to update the salary scale based on discussions at that meeting;

THEREFORE BE IT RESOLVED THAT the Council of the United Township of Head, Clara and Maria does hereby approve the salary scale as amended to add line for Chief Building Official.

AND FURTHER MORE THAT the approved salary scale become effective as of Monday, March 1st, 2021.

14. QUESTIONS AND ANSWERS

- Question regarding loggers using municipal roads and the liability associated with this. Clerk-Treasurer will follow up with MNRF.
- Inquiry about when new Public Works truck will arrive. Scheduled to arrive February 26th, 2021.
- Inquiry about suggested changes to Dunlop entrance. COR is completing culvert work in that area at this time. Investigations will proceed in the Spring.

15. CONFIRMATION OF PROCEEDINGS

Resolution No.: 25/02/28/011

Moved by Councillor Dowser and seconded by Councillor Allen

BE IT RESOLVED THAT By-Law 2021-05 being a by-law to confirm proceedings of the Council of the United Townships of Head, Clara & Maria at its meeting held on Thursday, February 25th, 2021 be read a first time short and passed.

Carried Unanimously

16. ADJOURNMENT

Resolution No.: 28/02/21/010

Moved by Councillor Dowser seconded by Councillor Kelly-Chamberlain

BE IT RESOLVED THAT this meeting adjourn at 5:01 p.m. to meet again on Thursday, March 18th, 2021 at 1:00 p.m..

Carried Unanimously

MAYOR

CLERK

DISCUSSION NOTES:

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA
PUBLIC WORKS ADVISORY COMMITTEE
MINUTES

Tuesday, March 9, 2021 at 9:31 a.m.

1. Roll Call –.

Committee Members: Andy Boissonneault, Neville Chamberlain, Ken Giroux, John Miller, Jim Gibson, Pat McGurran

Council Reps: Mayor Debbi Grills and Deputy Mayor Ernie Villeneuve

Staff: Jesse Gagnon and Stephany Rauche

Chairperson: David Balla-Boudreau

Absent: Charlotte Toope

2. Unfinished Business

a) Boat Launch Tender results:

Recommendation: That both contracts be awarded to the lowest bidder, the lowest bidder was the numbered company.

ACTION: Staff to request the missing admin paperwork (declaration form and references) from the numbered company before the next council meeting for both tenders.

b) Updated Terms of reference

Recommendation: That the Public works Laborer join the monthly meetings.

c) Update on recommendations to Council

Recommendation: Would the Clerk want input/info on the “emergency” road maintenance.

3. New Business

a) Schedule for MTO road work

b) Hard topping some of Township Roads

4. Questions and Answers

Harvey Creek Road- Can staff bring the report from the County in 2011 to the next meeting?

Can we bring the street lighting back to the table? Neville will email Stephany contacts for contractors who will work in the area.

5. Items for next agenda:
 - I. Update on Boat Launch Tender Results
 - II. Road maintenance
 - III. Street lighting
 - IV. Schedule for MTO Road work in HCM
 - V. Hard topping some of township roads

6. Adjournment: To Adjourn this meeting at 11:05 p.m. to meet again April 13, 2021 at 9:30 a.m.



Township of The Archipelago

9 James Street, Parry Sound ON P2A 1T4

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www.thearchipelago.on.ca

February 19, 2021

21-033

Moved by Councillor Manners
Seconded by Councillor Andrews

RE: Request that Minister Clark review the Municipal Elections Act and provide amendments to provide clearer, stronger wording to assist Municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters' list

WHEREAS the Township of The Archipelago recognizes that the current language in the Municipal Elections Act with regards to non-resident electors, is weak and ambiguous;

AND WHEREAS the Township of The Archipelago wishes to ensure the integrity of the election process;

NOW THEREFORE BE IT RESOLVED that Council of the Corporation of the Township of The Archipelago hereby request that the Minister of Municipal Affairs and Housing, the Honourable Steve Clark, initiate a review of the Municipal Elections Act and make amendments to provide such clearer, stronger wording, to assist Municipal Clerks in addressing issues related to non-resident electors, and to allow for a more definitive decision to be made when adding names to the voters' list;

AND FURTHER BE IT RESOLVED that Council of the Corporation of the Township of The Archipelago request that the Minister of Municipal Affairs and Housing, the Honourable Steve Clark, ensure that there is a clear and accessible way to enforce the rules described in the Municipal Elections Act;

AND FURTHER BE IT RESOLVED that this resolution be sent to the Premier of Ontario, the Minister of Municipal Affairs and Housing, Norm Miller MPP, all Ontario Municipalities and the Association of Municipalities of Ontario.

Carried.



CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 55-2021

SECONDED BY Lyle WARDEN DATE February 16, 2021

BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby supports the letter by the Township of South-West Oxford, attached hereto, in support of the use of Automatic Speed Enforcement (photo radar) by municipalities and that this resolution be sent to Premier Doug Ford, MPP Ernie Hardeman, AMO and all Ontario municipalities.

CARRIED DEFEATED POSTPONED


Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	—	—
Deputy Mayor Warden	—	—
Councillor Lang	—	—
Councillor Jaworski	—	—
Councillor McDonell	—	—



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R. R. # 1, Mount Elgin, ON N0J 1N0
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January 11, 2021

Premier Doug Ford
Legislative Building, Queens Park
Toronto, ON M7A 1A1

Dear Premier Ford:

Speeding on provincial, county and municipal roadways continues to put the lives of Ontarians at risk. While we have access to several tools to help mitigate speeding traffic, the one tool that is currently not fully available to us is Automatic Speed Enforcement (ASE) (aka Photo Radar). Over the past decade, in South West Oxford the vast majority of charges laid are for drivers travelling well in excess of the posted speed limit. The cost of providing police time for something that could be done through the use of technology is disturbing to our council. The Council feels that it would be far more effective to have police concentrate on other problems such as Break and Enters, illegal drugs and domestic problems.

We need a way to address the poor behaviours and habits that are putting our citizens at risk and tying up much needed first responder resources that could be better utilized to improve the well-being of our communities. Speeding, particularly through our small villages, creates community concerns for the safety and wellbeing of our children and other vulnerable members. We need your help.

In keeping with this The Council of the Township of South-West Oxford duly moved and carried the following resolution at the regular meeting held on January 5, 2021:

...RESOLVED that the Council of the Township of South-West Oxford provide direction to the Clerk to send a letter to the Premier, MPP Ernie Hardeman, AMO and all Ontario municipalities in support of the use of Automatic Speed Enforcement (photo radar) by municipalities.

Please help municipalities in the Province by passing the necessary regulations for municipalities to use ASE (if they choose) that will bring about the driving behavioural changes we need.

We look forward to your help with this issue.

Yours truly,

A handwritten signature in cursive that reads 'Mary Ellen Greb'.

Mary Ellen Greb, CAO

c.c. AMO, Honourable Ernie Hardeman, Ontario Municipalities

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Martin Lang

RESOLUTION NO 56-2021

SECONDED BY Lyle WARDEN


DATE February 16, 2021

BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby supports the resolution passed by the Township of Guelph/Eramosa, attached hereto, and urges the Ministry of Government and Consumer Services to review the Municipal Freedom of Information and Protection of Privacy Act and consider the recommendations as presented by the Township of Guelph/Eramosa and furthermore that this resolution be forwarded to MPP Jim McDonell, Hon. Lisa Thompson, Minister of Government and Consumer Services, the Information and Privacy Commissioner of Ontario and all Ontario municipalities.

CARRIED

DEFEATED

POSTPONED


Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	___	___
Deputy Mayor Warden	___	___
Councillor Lang	___	___
Councillor Jaworski	___	___
Councillor McDonell	___	___

February 8, 2021

Ministry of Municipal Affairs and Housing

17th Floor, 777 Bay Street
Toronto, ON
M7A 2J3

Attention: The Hon. Steve Clark

Re: Advocacy for Reform – MFIPPA Legislation

At the Township of Guelph/Eramosa's Regular Meeting of Council held on Monday February 1, 2021, the following resolution was put forward and passed:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Clerk's Department Report 21/03 regarding Advocacy for Reform – MFIPPA Legislation; and

That that the following motions be passed in support of a request to review and reform of the Municipal Freedom of Information and Protection of Privacy Act:

WHEREAS the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 (MFIPPA) dates back 30 years;

AND WHEREAS municipalities, including the Township of Guelph/Eramosa, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the Municipal Clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS the Act fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review the MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the Municipal Clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in

requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;

6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under the Act, including those of the IPC, be reviewed and modernized;
8. That the integrity of the Act be maintained to protect personal privacy and transparent governments.

Please accept this for your information and any necessary action.

Sincerely,



Jenni Spies
Deputy Clerk

Cc. Ted Arnott, MPP Wellington-Halton Hills
Michael Chong, MP Wellington-Halton Hills
Minister of Consumer Services
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
Association of Clerks and Treasurers of Ontario
Ontario Clerks



The Corporation of the Township of Strong

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February 25, 2021

The Right Honourable Doug Ford, Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Via Email: premier@ontario.ca

RE: Request that the Province of Ontario Reverse Decision to Close the Ontario Fire College Campus in Gravenhurst

Dear Premier Ford,

Please be advised that at their last regular meeting on February 23, 2021, the Council of the Corporation of the Township of Strong supported the following resolution:

“Resolution R2021-041

Moved By: Jeff McLaren Seconded by: Jody Baillie

WHEREAS the Ontario Fire College Campus has been in operation in Gravenhurst since 1958; and

WHEREAS the Ontario Fire College Campus is one of the primary sources of certified training for Ontario Firefighters; and

WHEREAS the Ontario Fire College Campus has built a reputation of integrity, credibility, and reliability in providing some of the best training to our Fire Services within the Province of Ontario; and

WHEREAS the Ontario Fire College Campus has been used to train and certify both Volunteer, Part-Time and Career firefighters throughout Ontario; and

WHEREAS the Regional Training Centers are not all created equal and similar in function to the Ontario Fire College Campus; and

WHEREAS the Ontario Fire College Campus gives Ontario Firefighters another option other than Regional Training Centers to obtain National Fire Protection Association (NFPA) certifications; and

WHEREAS the Ontario Fire College Campus is the most cost-effective method for municipalities to certify Firefighters to NFPA Standards in Ontario; and

WHEREAS the Ontario Government enacted and revoked O. Reg. 379/18: Firefighter Certification in 2018; and

WHEREAS when the Ontario Government revoked O. Reg. 379/18: Firefighter Certification, it was made known by the Office of the Solicitor General that the act would be amended and brought back in the future; and

THEREFORE, BE IT RESOLVED THAT the Corporation of the Township of Strong hereby requests that the Province of Ontario reverse their decision to close the Ontario Fire College Campus in Gravenhurst as the OFC is one of the best and most cost-effective methods for municipalities to train their firefighters which assists us in protecting our residents; and

BE IT FURTHER RESOLVED THAT this Resolution is forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Sylvia Jones; Ontario Solicitor General, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Ontario Fire Marshal; Jon Pegg, and all municipalities within the Province of Ontario

Carried”

Your attention to this matter is greatly appreciated.

Sincerely,



Caitlin Haggart
Clerk Administrator

BM/ec

cc: Honourable Sylvia Jones, Ontario Solicitor General
Honourable Steve Clark, Minister of Municipal Affairs and Housing
Ontario Fire Marshal Jon Pegg
Ontario Fire College – Gravenhurst Campus
All Ontario Municipalities
Sundridge Strong Fire Chief Andrew Torrance

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
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**Ministère des
Affaires municipales
et du Logement**

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234-2021-1005

March 4, 2021

Mayor Debbi Grills
United Townships of Head, Clara and Maria
15 Township Hall Road
Stonecliffe ON K0J 2K0

Dear Mayor Grills:

Ontario has heard directly from the municipal sector that operating impacts due to the pandemic will continue in 2021. In order to respond to municipal need and to further strengthen our communities, we are now investing an additional \$500 million to help municipalities respond to ongoing and unprecedented 2021 COVID-19 operating pressures. While the actual extent of municipal impacts for 2021 are uncertain at this time, the province expects that this funding will help municipalities continue to deliver the high-quality local services that residents and business rely on, as well as help municipalities proceed with planned capital projects in 2021.

I am pleased to inform you that the Government of Ontario has committed financial support to the **United Townships of Head, Clara and Maria** through the 2021 COVID-19 Recovery Funding for Municipalities program in order to support your COVID-19 operating costs and pressures. All municipalities in Ontario are eligible for this program and the level of funding is based on the proportion of COVID-19 cases in the Public Health Unit for your respective municipality during the period of January 1, 2021 to February 18, 2021. I have reviewed the eligibility criteria for provincial assistance under the program and have determined that accordingly, your municipality will receive **\$9,000.00**, subject to your municipality returning a copy of this letter, signed by your municipal treasurer, to the ministry by March 31, 2021. You will receive these funds in two equal instalments – one instalment on or before May 1, 2021 and the other on or before November 1, 2021.

Please note that your municipality is accountable for using this funding for the purpose of addressing your priority COVID-19 operating costs and pressures. If the amount of the funding your municipality receives exceeds your 2021 COVID-19 operating costs and pressures, the province's expectation is that your municipality will place the excess

funding into a reserve fund to be accessed to support any future COVID-19 operating costs and pressures.

The province realizes that municipalities are facing financial impacts due to the COVID-19 pandemic and that in some instances, this provincial funding will not be sufficient to cover all municipal operating impacts due to COVID-19. The province expects municipalities to do their part by continuing to find efficiencies in their operating services and using existing reserves and reserve funds that have been specifically put aside for such unforeseen circumstances.

Your municipality will be expected to provide two report backs on your COVID-19 operating impacts and the use of these funds as follows:

1. An interim report in June 2021, which will include:
 - a) Use of funds provided last year under the Safe Restart Agreement – Operating funding stream; and
 - b) 2021 estimated COVID-19 operating impacts and how your municipality plans to use the funding under the 2021 program.
2. A final report back in Spring 2022.

We had previously indicated that Safe Restart Agreement reporting would be expected in March 2021. However, we have decided to streamline this reporting and the new 2021 COVID-19 Recovery Funding for Municipalities program. The template for this report back will be provided by the ministry with more details to follow in the coming months. While the province expects your municipality to complete this report, your second instalment under the 2021 COVID-19 Recovery Funding for Municipalities program is not contingent on the province receiving your interim report.

At this time, I am requesting that your municipal treasurer sign the acknowledgement below and return the signed copy to the ministry by email to: Municipal.Programs@ontario.ca. If the province has not received your letter on or before March 31, 2021, you will not be eligible for this program and your municipality's allocation will not be paid. In order to allow for processing time, please provide your signed letter to the ministry on or before March 24, 2021.

Our government continues to stand with our municipal partners as we have throughout the pandemic, advocating for funding for communities from the federal government to support local economic recovery. Communities may need more COVID-19 related operating funding in the coming year, and we will continue to advocate on your behalf to the federal government. I encourage you to contact your local Member of Parliament to seek further federal support in order to help municipalities deal with their operating impacts due to COVID-19.

The government thanks all 444 Ontario municipal heads of council for their support throughout the pandemic and our ongoing partnership in Ontario's economic recovery.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

c. Municipal Treasurer and Municipal CAO

By signing below, I acknowledge that the allocation of **\$9,000.00** is provided to the **United Townships of Head, Clara and Maria** for the expected purpose of assisting with COVID-19 costs and pressures and that the province expects any funds not required for this purpose in 2021 will be put into a reserve fund to support potential COVID-19 costs and pressures in 2022. I further acknowledge that the **United Townships of Head, Clara and Maria** is expected to report back to the province on 2021 COVID-19 costs and pressures and the use of this funding.

Name:

Title:

Signature:

Date:

From: [AMCTO President](#)
To: [HCM Clerk-Treasurer](#)
Subject: An Open Letter to Ontario Municipal Councils
Date: Thursday, February 18, 2021 8:25:30 AM

Dear Charlotte Toope,

We would appreciate your support in sharing the below open letter and for this letter to be included on your municipal council agenda:

February 18, 2021



AN OPEN LETTER TO ONTARIO MUNICIPAL COUNCILS

Dear Council,

As a vital municipal association with membership roots that reach deep into each and every part of Ontario, we know the challenges you have faced in continuing to provide essential municipal services within your community during the COVID-19 pandemic.

As elected officials, we know that you recognize the contribution made by your municipal staff, many of whom are members of AMCTO. Municipal professionals across this entire province have been at the forefront of service delivery, applying their knowledge and skills to innovate processes and procedures to meet the evolving needs of residents and businesses.

One key point that is often overlooked in this pandemic is that many municipal staff were prepared to act and innovate BECAUSE of the professional municipal training and development they receive from organizations like AMCTO. The leadership skills, education and technical training prepare your staff in getting ahead of immediate community needs, reacting and responding to new challenges brought on by COVID-19. This unique and sought-after skillset has allowed your staff to provide council with options and solutions for keeping your municipality running.

In these challenging financial times, there will be temptation to divert operational funding away from staff training budgets. Now more than ever, it is crucial that municipalities continue to invest in your most valuable resource – your staff.

In addition to increased levels of employee retention, engagement and empowerment,

investments in staff professional development strengthens your council's ability to provide reliable, effective and efficient services to your community, both today and in the future. The question is no longer "if" you innovate but "when". Innovation comes with knowledge, training, and exposing municipal staff to new opportunities to grow and develop professionally.

On behalf of AMCTO and its over 2,200 members, please accept my heartfelt thank you for your service during these difficult times. As "Municipal Experts", AMCTO will continue to be at your service to help you and your staff meet the needs of your community.

Sincerely,



Robert Tremblay, MPA, CMO, AOMC
President
AMCTO

CC: Graydon Smith, President, AMO

###

Robert Tremblay, MPA, CMO, AOMC
President



2680 Skymark Ave. # 610
Mississauga, ON L4W 5L6

president@amcto.com

www.amcto.com



United Townships of Head, Clara & Maria Council

Request for Decision

Type of Decision									
Meeting Date	Thursday, March 18, 2021				Report Date	Wednesday, March 10, 2021			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #21/03/18/1001 – PWAC Recommendations and Level of Service Policy									

Subject: Recommended changes to road maintenance and updating Level of Service for Roads Policy (Schedule “A” to By-Law 2021-04) and Road Construction Minimum Standards Policy.

Recommendation: None at this time.

Background/Executive Summary:

At the February 25th, 2021 the Clerk-Treasurer received direction to update the Level of Service and Road Construction Minimum Standards Policy to reflect that maintenance would not be completely discontinued on the proposed portions of road, but rather that these portions of road would receive emergency maintenance only.

The investigation into defining this term and updating the policy has brought about several other discoveries relating to forestry access, defining emergency management and calculation of our Average Annual Daily Traffic.

The Clerk-Treasurer has directly sought out information from other municipalities in Ontario to define what Emergency Maintenance Only means, as well as conducted online searches of MTO and other websites. At this time, I have not been able to find another municipality that uses this definition for road maintenance that meets our requirements. Based on web searches and other investigations the Clerk-Treasurer recommends using a definition similar to:

“Emergency road maintenance is required should something catastrophic happen that has an immediate and tangible impact on the flow of traffic and/or safety of road uses, which requires municipal resources to resolve. Each situation will be reviewed on a case by case basis and dealt with at the discretion of the Clerk-Treasurer and Public Works Leader.”

The following are not considered as qualifications for Emergency Road Maintenance:

- ***A fallen tree that can be removed by a resident***
- ***Flooding of less than 20 cm in depth***
- ***Any other situation where the flow of traffic is not interrupted***

The Clerk-Treasurer has also been in contact and had a meeting with MNRF regarding forestry roads in the township. Information from this meeting was to be forwarded to the Clerk-Treasurer and at this time it is still pending regarding classification of some forestry roads in HCM.

The Clerk-Treasurer has also been in contact with the COR Public Works department regarding accurate calculation of Average Annual Daily Traffic (AADT). At this time, it is not clear if our AADT listed in the policy is accurately or appropriately calculated, which has an impact of the level of service provided on some of our roads. Currently our AADT is calculated using a formula of “Number of permanent residences on a road x6 =AADT”. I have found no proof that this is an accurate or effective way to calculate AADT.

Next Steps:

1. Clerk-Treasurer will continue to engage in discussions with COR regarding AADT calculations.
2. If the definition provided in this report is not sufficient, consult with Wishart Law, considering they provided us with the term “emergency management only”, the Clerk-Treasurer will ask if they can provide us with a definition of what exactly this means.
3. Use findings to update policies and bring back findings to April 2021 Council meeting.

Approved and Recommended by the Clerk

Charlotte Toope,
Clerk/Treasurer

United Townships of Head, Clara & Maria Council

Report to Council

Type of Report									
Meeting Date	Thursday, March 18, 2021				Report Date	Wednesday, March 10, 2021			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed

Report #21/01/21/1002 – Boat Launch Tenders

Subject: Boat Launch Tenders

Recommendation: That council provide approval for the Clerk-Treasurer to proceed with awarding the tender and approve additional funds to be spent on the boat launches.

Background/Executive Summary:

Tenders for the work required at Mackey and Deux Rivieres (2021-01) and Stonecliffe (2021-02) boat launches closed on February 26th, 2021. Bids received were in excess of the budgeted amount for the boat launch repairs (tender opening results enclosed).

As per our procurement by-law, the tender should be awarded to the lowest qualified bidder. The Public Works Advisory Group has reviewed all submissions and recommended to the Clerk-Treasurer that the tender be awarded to the lowest bidder (11425579 Canada Inc), upon reference checks. References were provided to the Clerk-Treasurer for projects completed by this company, with relevant and similar projects, including work on a riverbed. Upon completion of reference checks for the lowest bidder, the Clerk-Treasurer agrees that tender should be awarded to the lowest bidder.

A scoring matrix has been provided for Council, should you wish to complete your own evaluation to help guide decision making.

Financial Considerations/Budget Impact:

\$37,864.91 has been received from the Main Street Revitalization grant for this work. If we are not able to complete the boat launch repairs this year, we will need to return these funds to AMO as we have already received two extensions to spend this grant.

The bids received by 11425579 Canada Inc were:

- Mackey and Deux Rivieres (2021-01): \$42,219.38
- Stonecliffe (2021-02): \$15,500

This results in an additional cost of \$4,354.47 if only the 2021-01 tender is approved, and \$19,854.47 if both are approved by Council.

These additional costs could be included in the budgeted expenses for 2021, or taken from reserve funds from prior years surplus.

Enclosures:

1. Tender results for 2021-01 2021-01
2. Tender submissions
3. Tender scoring matrix

Approved and Recommended by the Clerk

Charlotte Toope,
Clerk/Treasurer



THE CORPORATION OF THE UNITED TOWNSHIPS OF
HEAD, CLARA & MARIA
15 Township Hall Road
STONECLIFFE, ONTARIO, K0J 2K0

Phone: (613) 586-2526 | Fax: (613) 586-2596 | E-mail: clerk@headclaramaria.ca

Rfp Opening – 2021-01 Mackey and Deux Rivieres Boat Launch

The following construction proposals were opened at 12:15 Friday, February 26, 2021 as per the tender documents.

Company	Date and time Received	Proposal Price (+HST)
Merol Power	Feb 18 @ 3:01 pm	\$96 500
RGT Clouthier	Feb 26 @ 10:21 am	\$51 000
11425579 Canada Inc	Feb 26 @ 11:31 am	\$42 219.38
Bonnechere Excavating	Feb 26 @ 11:50 am	\$72 300
Bob Mackey Construction	Feb 25 @ 10:15 am	\$57,000

Charlotte Toope
Clerk

Stephanie Bouelle
Witness



THE CORPORATION OF THE UNITED TOWNSHIPS OF
HEAD, CLARA & MARIA
15 Township Hall Road
STONECLIFFE, ONTARIO, K0J 2K0

Phone: (613) 586-2526 | Fax: (613) 586-2596 | E-mail: clerk@headclaramaria.ca

Rfp Opening – 2021-02 Stonecliffe Boat Launch

The following construction proposals were opened at 12:15 Friday, February 26, 2021 as per the tender documents.

Company	Date and time Received	Proposal Price (+HST)
Merol Power	Feb 18 @ 3:01 pm	\$ 15 875
Clinton Clouthier/CNC	Feb 22 @ 9:32 am	\$ 37 080
RGT Clouthier	Feb 26 @ 10:21 am	\$ 43 000
11425579 Canada Inc	Feb 26 @ 11:31 am	\$ 15 500
Bonnechere Excavating	Feb 26 @ 11:54 am	\$ 18 800.

Chanelle Toope
Clerk

Stephanie Power
Witness

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. ✓
- 2.0 Seal been affixed. ✓
- 3.0 The complete written Form of Tender has been enclosed. ✓
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. ✓
- 5.0 Signed copy of Bidder's Check List has been enclosed. ✓

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature

FE B 26, 2021

Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by 114ZSS79 CANADA INC residing at (or place of
(name of tenderer)

business) 6Z ARMSTRONG RD PETAWATA ONTARIO and
(home or business address)

_____ residing at (or place of business)
(name of partner, if applicable)

_____ comprising the firm
(home or business address)

of 114ZSS79 CANADA INC a company duly
(company/firm name)

incorporated under the laws of CANADA or being a
(province/country)

sole proprietor _____ and having its head office at
(business name)

6Z ARMSTRONG RD PETAWATA ONTARIO hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We 11425579 CANADA INC (BRARY BEHIVE) have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # *, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of Forty Two Thousand Two Hundred Nineteen dollars plus HST.

38/100

(\$42,219.38 plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number 7837 51476 RT 0001

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Mackey dock, located at 38920 Highway 17, Mackey, ON:</p> <ul style="list-style-type: none"> • Survey area to check existing elevations. Bid to lower the dock by 12". • Install a silt curtain at river front. • Remove concrete slab & 24" of existing crib material. • Replace with 12" of compacted Granular A. • Cut 12" off timber bin wall. • Install a 6" concrete slab 8' x 40' with 1/2" rebar at 12" centers and saw cut at 6' centers. Slope the concrete walkway to the dock. • Install boat bumpers on ramp side and end of dock. • Lengthen concrete ramp by 6' x 15' x 6" complete with reinforcing. • Lengthen ramp entrance 	1	LS	37,797.38

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>by 14' x 15' x 6" concrete slab on compacted Granular A with ½" rebar at 12" centers.</p> <ul style="list-style-type: none"> • Rebuild crib (approx. size 38' x 8') • Remove existing concrete pad and pour new concrete pad with rebar at top of launching (15' x 15') 			
2.	<p>Supply all material and labour to complete following scope of work at Deux Rivieres boat launch, located at Dunlop Crescent, Deux Rivieres ON:</p> <ul style="list-style-type: none"> • Elevate one side of 30' dock and install required shims (blocking) on existing cribbing to level deck. • Fasten deck to cribbing. 	1	LS	3,432.00
3.	Contingency Allowance	1	LS	\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$42,219.38
				+ HST

ESTIMATED TOTAL COST OF LABOUR \$ 17,216.00 + HST

ESTIMATED TOTAL COST OF MATERIALS \$ 21,313.59 + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT
<i>Pierces</i>			
<i>Sewer</i>			
<i>Site excavation</i>			

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE
<i>BRADY BETHNICS</i>	<i>Manager/Operator</i>	<i>12</i>	
<i>RANDY BENCE</i>	<i>Foreman</i>	<i>10</i>	
<i>ALEX LEON</i>	<i>Labour</i>	<i>4</i>	
<i>Nick Lubner</i>	<i>Project Manager</i>	<i>12</i>	<i>C.E.I.F.</i>

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
220 KOMATSU ECE	Own		
287 D CAT SKIDSTEER	Own		
S.S. Tonne Mixer	Own		

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies. No spaces are to be left blank.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

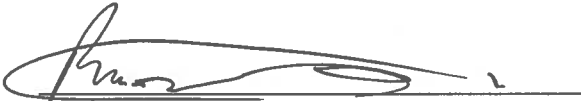
Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR
Concrete		Steve's cement

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at 67 ARMSTRONG RD this 26 day of February, 2021.



Contractor signature

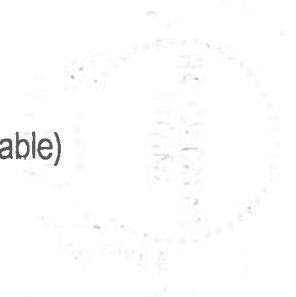
Owner

Position/Title



Signature of Witness

Company Seal (if applicable)



Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Mackey and Deux Rivieres Boat
Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, _____ DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND _____ make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "*The Canada Evidence
Act*".

DECLARED before me at

The _____ of _____ in the County of

Renfrew this _____ day of _____ 2021.

Tenderer

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration with this tender may result in the tender being ruled informal and invalid by the Owner.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. ✓
- 2.0 Seal been affixed. ✓
- 3.0 The complete written Form of Tender has been enclosed. ✓
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. N/A
- 5.0 Signed copy of Bidder's Check List has been enclosed. ✓

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature

February 24, 2021

Date

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

FORM OF TENDER - IDENTIFICATION

Tender submitted by Mark Enright residing at (or place of
(name of tenderer)

business) 1 Innovation Dr., Renfrew, ON K7V 0B5 and
(home or business address)

n/a residing at (or place of business)
(name of partner, if applicable)

n/a comprising the firm
(home or business address)

of Bonnechere Excavating Inc. a company duly
(company/firm name)

incorporated under the laws of Ontario/Canada or being a
(province/country)

sole proprietor Bonnechere Excavating Inc. and having its head office at
(business name)

1 Innovation Dr., Renfrew, ON K7V 0B5 hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We Bonnechere Excavating Inc. have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # n/a *, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of Seventy-two thousand & three hundred dollars plus HST.

(\$ 72,300.00 plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number 12379 8712 RT0001

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Mackey dock, located at 38920 Highway 17, Mackey, ON:</p> <ul style="list-style-type: none"> • Survey area to check existing elevations. Bid to lower the dock by 12". • Install a silt curtain at river front. • Remove concrete slab & 24" of existing crib material. • Replace with 12" of compacted Granular A. • Cut 12" off timber bin wall. • Install a 6" concrete slab 8' x 40' with 1/2" rebar at 12" centers and saw cut at 6' centers. Slope the concrete walkway to the dock. • Install boat bumpers on ramp side and end of dock. • Lengthen concrete ramp by 6' x 15' x 6" complete with reinforcing. • Lengthen ramp entrance 			

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>by 14' x 15' x 6" concrete slab on compacted Granular A with ½" rebar at 12" centers.</p> <ul style="list-style-type: none"> • Rebuild crib (approx. size 38' x 8') • Remove existing concrete pad and pour new concrete pad with rebar at top of launching (15' x 15') 			55,200.00
2.	<p>Supply all material and labour to complete following scope of work at Deux Rivieres boat launch, located at Dunlop Crescent, Deux Rivieres ON:</p> <ul style="list-style-type: none"> • Elevate one side of 30' dock and install required shims (blocking) on existing cribbing to level deck. • Fasten deck to cribbing. 			16,100.00
3.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$72,300.00
				+ HST

ESTIMATED TOTAL COST OF LABOUR \$ 56,000.00 + HST (incl. Equip)

ESTIMATED TOTAL COST OF MATERIALS \$ 16,300.00 + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

A handwritten signature in blue ink, appearing to be 'M. G.', is written on the page.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT
2018-4018 Culvert Rehab.	2020	MTO	Tim Lynch
2020-01 Bonnechere Bridge	2020	County of Renfrew	Mike Behm
Concrete Dam Rehab.	2019	Renfrew Power Gen.	Shawn Cameron

SCHEDULE "B"

**QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT**

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE
Dan Sparling	Project Manager	19	Bach of Engineering
John Fraser	Site Superintendent	15	Several Civ Projects & Training
Gaetan Moreau	Site Foreman	40	Several Civ Projects & Training

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
CAT 320 Excavator	Owned	2022	
CAT 299 Skid Steer	Owned	2022	
Concrete vibrators, trowels, screeds etc	Owned	2022	

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies. No spaces are to be left blank.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR
	N/A	

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at Renfrew this 24th day of February, 2021.

 President
Contractor signature Position/Title

 _____
Signature of Witness Company Seal (if applicable)



Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Mackey and Deux Rivieres Boat
Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, Tom Enright DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND BONNECHERE EXCAVATING INC. make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "The Canada Evidence
Act".

DECLARED before me at

The OFFICE of BONNECHERE EXCAVATING INC. in the County of

Renfrew this 24TH day of FEBRUARY 2021.

[Signature]

Tenderer

Anna Yuke

Commissioner, etc. (or Notary Public)

Anna Waldeen Yuke
a Commissioner, etc.
Province of Ontario, for
Bonnehchere Excavating Inc.
Expires November 19, 2023

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration
with this tender may result in the tender being ruled informal and invalid by the Owner.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



**Mackey and Deux Rivieres
Boat Launch Repair
FORM of TENDER DOCUMENTS
RFT 2021-01**

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender closing Date: Friday, February 26, 2021 @ 12:00 h,
Once signed, this document becomes the official tender and once accepted by Council/Staff,
becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

Mackey Construction

Name of firm or individual (hereafter referred to as the "Contractor")

38641 HWY 14 Mackey On

Address

DARREN FRAWCOER

Name of person with signing authority (printed and signed)

OWNER

Office of person signing for firm

613 401 5838

Phone number

Fax number

Other

BIDDER CHECK LIST

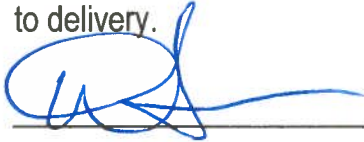
(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

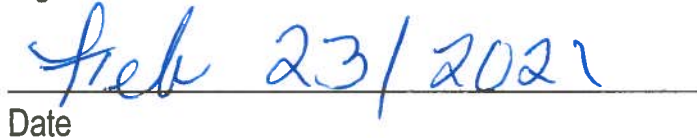
- 1.0 Tender has been signed. _____
- 2.0 Seal been affixed. _____
- 3.0 The complete written Form of Tender has been enclosed. _____
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. _____
- 5.0 Signed copy of Bidder's Check List has been enclosed. _____

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature



Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by DARRYL FRANCOIS residing at (or place of
(name of tenderer)

business) 39641 HWY 14 Mackay and
(home or business address)

_____ residing at (or place of business)
(name of partner, if applicable)

AS ABOVE comprising the firm
(home or business address)

of _____ a company duly
(company/firm name)

incorporated under the laws of _____ or being a
(province/country)

sole proprietor Mackay Const and having its head office at
(business name)

SAME AS ABOVE hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We DARRYL FRANCOEUR have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # _____*, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of Fifty Seven Thousand dollars plus HST.

(\$57,000 plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number 110071123RT0001

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Mackey dock, located at 38920 Highway 17, Mackey, ON:</p> <ul style="list-style-type: none"> • Survey area to check existing elevations. Bid to lower the dock by 12". • Install a silt curtain at river front. • Remove concrete slab & 24" of existing crib material. • Replace with 12" of compacted Granular A. • Cut 12" off timber bin wall. • Install a 6" concrete slab 8' x 40' with ½" rebar at 12" centers and saw cut at 6' centers. Slope the concrete walkway to the dock. • Install boat bumpers on ramp side and end of dock. • Lengthen concrete ramp by 6' x 15' x 6" complete with reinforcing. • Lengthen ramp entrance 			

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>by 14' x 15' x 6" concrete slab on compacted Granular A with ½" rebar at 12" centers.</p> <ul style="list-style-type: none"> • Rebuild crib (approx. size 38' x 8') • Remove existing concrete pad and pour new concrete pad with rebar at top of launching (15' x 15') 			
2.	<p>Supply all material and labour to complete following scope of work at Deux Rivieres boat launch, located at Dunlop Crescent, Deux Rivieres ON:</p> <ul style="list-style-type: none"> • Elevate one side of 30' dock and install required shims (blocking) on existing cribbing to level deck. • Fasten deck to cribbing. 			
3.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$
				+ HST

ESTIMATED TOTAL COST OF LABOUR \$ 27,000 + HST

ESTIMATED TOTAL COST OF MATERIALS \$ 30,000 + HST

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT
Main ENTRANCE			
Your OFFICE			
Addition to HALL			

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"
PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
SKID STEER	OWNED		
JACK HAMMER	OWNED		
CONCRETE SAWS	OWNED		

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT
Town of Deep River	2010 2019		SEAN PATTERSON
Town of Lareton	2005 2020		SCOT LOOS
Hears Chara Maria			
Chris Dowser	2019		
DRDH	2000 2019		

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies. No spaces are to be left blank.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

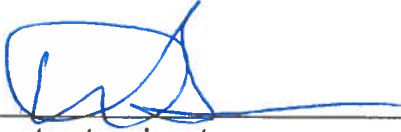
Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at Mackey this 23 day of Feb, 2021.


Contractor signature

Owner
Position/Title

Signature of Witness

Company Seal (if applicable)

Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Mackey and Deux Rivieres Boat
Launch Repairs)
(The United Townships of Head,
(Clara & Maria

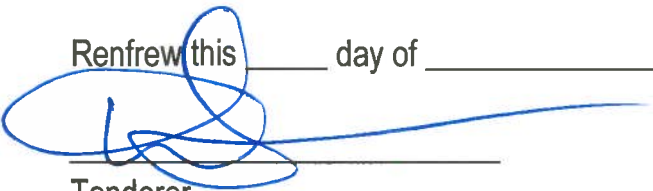
TO WITNESS:

I, DARYL FRANCOPAR DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND _____ make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "The Canada Evidence
Act".

DECLARED before me at

The _____ of _____ in the County of

Renfrew this _____ day of _____ 2021.



Tenderer

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration
with this tender may result in the tender being ruled informal and invalid by the Owner.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Mackey and Deux Rivieres Boat Launch Repair REQUEST FOR TENDER DOCUMENTS RfT 2021-01

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender Closing Date: Friday, February 26, 2021

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

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TENDER DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 “addendum” includes all additions, modifications, changes or deletions to the original tender or contract documents and will be forwarded to each firm or individual who is in receipt of a tender document package.
- 1.2 “contract documents” or “tender documents” include all pages of this tender package in addition to the contract documents attached.
- 1.3 “non-qualified agreement” means an agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.4 “tenderer” or “bidder” means the applicant completing this tender for consideration by the Municipality.
- 1.5 “Township” or “Municipality” or “Owner” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.

2.0 GENERAL

- 2.1 Contact for the Municipality of the United Townships of Head, Clara & Maria is Charlotte Toope, Acting Clerk/Treasurer (613) 586-2526, fax (613) 586-2596, email clerk@headclaramaria.ca. Any inquiries regarding the interpretation of the plans or specifications shall be directed to Ms. Toope.
- 2.2 The tender documents must be received by the Municipality by 12:00 h on the closing date, Friday, February 26, 2021. Under no circumstances will Tenders be considered which are received after the local time on the advertised closing date for Tender; or, are not accompanied by a Tender Deposit in the amount specified.
- 2.3 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.4 All items must be bid unless the tender specifically permits otherwise, with the price for every item and other entries clearly shown.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.

- 2.6 Each Tender shall state the Fixed Price/prices for which the Tenderer will undertake to carry out all the work as described and/or shown in/on the Tender Documents.
- 2.7 All prices (unless otherwise specifically requested in the Tender Documents) shall be "Work Completed" prices, and shall be understood to include all materials, labour and other expenses including all Sales Taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned. Unit prices shall apply to additions to or deductions from the Contract as directed by the Municipality.
- 2.8 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.
- 2.9 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.10 Faxed tender submissions will be rejected as they do not meet confidentiality or signature requirements.
- 2.11 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Agreement.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk. Due to security, facsimile transmissions or telephone calls will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will

correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.

- 4.2 Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected.
- 4.3 Applicants whose bids have been rejected by the Municipality will normally be notified via mail within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS

- 5.1 The Municipality reserves the right to reject any or all tenders and to waive formalities as the interest of the Municipality may require without explanation, **therefore, the lowest or any tender may not necessarily be accepted**. Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget resulting in lack of funds to complete the project.
- 5.2 The Municipality reserves the right to reject any tenders from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner within the specified time frame.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.
- 5.4 The tender shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

- 6.1 The Municipality will notify the successful bidder that the bid has been accepted within thirty (30) days of the tender closing.
- 6.2 Notice of acceptance of tender will be by fax or email.
- 6.3 The successful bidder may commence work at the site immediately upon notification from the Clerk that work may begin, pending

appropriate permit approvals and must commence work within 15 days of receipt of same.

6.4 Failure by the successful bidder to meet the above requirements will entitle the Municipality to cancel the award of the contract.

6.5 The Municipality may then award the Contract to one of the other bidders, or take such action as it chooses.

7.0 TENDER OPENING

7.1 Tenders shall be opened at the Municipal office at 12:15 p.m. on the same day that the tender closes. The Total tender price only in the Form of Tender shall be announced for each tender opened.

7.2 No announcement concerning the successful Tender shall be made until a complete tender report and analysis is completed by staff and if applicable (as per our Procurement By-Law), approved by Council.

8.0 REQUIREMENTS AT TIME OF EXECUTION

8.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

8.1.1 Insurance Documents (Valid Certificate of Insurance)

8.1.2 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).

8.1.3 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances) have been made.

8.2 Upon acceptance of tender by the Municipality, the successful bidder shall submit properly executed Certificates of Liability and All Risk Insurance, and all other documents as requested.

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THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



**Mackey and Deux Rivieres
Boat Launch Repair
FORM of TENDER DOCUMENTS
RfT 2021-01**

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender closing Date: Friday, February 26, 2021 @ 12:00 h,
Once signed, this document becomes the official tender and once accepted by Council/Staff,
becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

Merol Power Corporation

Name of firm or individual (hereafter referred to as the "Contractor")

13 Olsheski Service Rd Barry's Bay ON

Address

Joseph Olsheski 

Name of person with signing authority (printed and signed)

Vice President

Office of person signing for firm

613-602-0992

Phone number

Fax number

merolconstructors@gmail.com

Other

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. X
- 2.0 Seal been affixed. X
- 3.0 The complete written Form of Tender has been enclosed. X
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. X
- 5.0 Signed copy of Bidder's Check List has been enclosed. X

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature

Feb 17th 2021
Date

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

FORM OF TENDER - IDENTIFICATION

Tender submitted by Merol Power Corporation residing at (or place of
(name of tenderer)

business) 13 Olsheski Service Rd Barry's Bay and
(home or business address)

_____ residing at (or place of business)
(name of partner, if applicable)

_____ comprising the firm
(home or business address)

of Merol Power Corporation a company duly
(company/firm name)

incorporated under the laws of Ontario or being a
(province/country)

sole proprietor _____ and having its head office at
(business name)

_____ hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We Meral Power Corporation have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # _____*, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of 96,500.⁰⁰ dollars plus HST.

(\$ 96,500.⁰⁰ plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number 13582 4878 RT0001

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Mackey dock, located at 38920 Highway 17, Mackey, ON:</p> <ul style="list-style-type: none"> • Survey area to check existing elevations. Bid to lower the dock by 12". • Install a silt curtain at river front. • Remove concrete slab & 24" of existing crib material. • Replace with 12" of compacted Granular A. • Cut 12" off timber bin wall. • Install a 6" concrete slab 8' x 40' with ½" rebar at 12" centers and saw cut at 6' centers. Slope the concrete walkway to the dock. • Install boat bumpers on ramp side and end of dock. • Lengthen concrete ramp by 6' x 15' x 6" complete with reinforcing. • Lengthen ramp entrance 			

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>by 14' x 15' x 6" concrete slab on compacted Granular A with ½" rebar at 12" centers.</p> <ul style="list-style-type: none"> • Rebuild crib (approx. size 38' x 8') • Remove existing concrete pad and pour new concrete pad with rebar at top of launching (15' x 15') 			
2.	<p>Supply all material and labour to complete following scope of work at Deux Rivieres boat launch, located at Dunlop Crescent, Deux Rivieres ON:</p> <ul style="list-style-type: none"> • Elevate one side of 30' dock and install required shims (blocking) on existing cribbing to level deck. • Fasten deck to cribbing. 			
3.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$ 96,500 + HST

ESTIMATED TOTAL COST OF LABOUR \$ 28,000.00 + HST

ESTIMATED TOTAL COST OF MATERIALS \$ 68,500.00 + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at 1:30 pm this 17th day of February, 2021.



Contractor signature

vice President

Position/Title



Signature of Witness

Company Seal (if applicable)



Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT
Light house Replacement Pembroke	2019	DFO	DFO
Concrete Crib Demolition White Cloud Island	2020	DFO	DFO
Bridge Repairs Hastings Highlands	2020	Hastings Highlands	Hastings Highlands

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE
Mervin Olsheski	President	40	Eng, Business Owner
Joseph Olsheski	Vice President	5	Eng, BA.Sc., M.B.A. Project Manager
Jeremy Bayle	Superintendent	20	Carpenter

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
Hitachi 240 2axle	own	N/A	Gp Bucket Grading Bucket Thumb 2 1/4 yard
Hitach 85usb	own	N/A	11. 77
International Triaxle	own	N/A December	
International Tandem	own	N/A June	
650 John Deere Dozer	own	N/A	
580 Case SM Backhoe	own	NA	

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR
N/A		

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Mackey and Deux Rivieres Boat
Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, Joseph Wilfred Olsheski DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND I make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "The Canada Evidence
Act".

DECLARED before me at

The Township of Madawaska Valley in the County of

Renfrew this 17 day of February 2021.

[Signature]

Tenderer

[Signature]
Commissioner, etc. (or Notary Public)



The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration with this tender may result in the tender being ruled informal and invalid by the Owner.

Merol Power Corporation is a Marine Construction company based out of Barry's Bay Ontario. We have been in operation for over 40 years, constructing everything from Docks, Breakwaters, Roads Bridges and Hydro Dams. We pride ourselves on our quality workmanship.

For the purpose of this Tender, we propose to Replace the entire Crib at the Mackey Boat launch site, and our price reflects that. We are proposing to construct a new crib using pressure treated square timbers pinned together every 4 feet, with cross members every 10 feet on every second row of timbers. This is the way cribs have been constructed in the past and present all over Ontario. It is the most cost-effective way to construct and gives optimum life expectancy.

If you have any questions or concerns, please feel free to contact the undersigned.



Joseph Olsheski
Vice President
Merol Power Corporation
Cell: 613-602-0992

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. _____
- 2.0 Seal been affixed. _____
- 3.0 The complete written Form of Tender has been enclosed. _____
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. _____
- 5.0 Signed copy of Bidder's Check List has been enclosed. _____

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature

February 26, 2021

Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by R.G.T. Clouthier Construction Ltd. residing at (or place of
(name of tenderer)

business) 59 Matthews Avenue, Peribroke, Ontario K8A 0A6 and
(home or business address)

_____ residing at (or place of business)
(name of partner, if applicable)

_____ comprising the firm
(home or business address)

of _____ a company duly
(company/firm name)

incorporated under the laws of Ontario, Canada or being a
(province/country)

sole proprietor _____ and having its head office at
(business name)

_____ hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We R.G.T. Clouthier Construction Ltd. have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # none *, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of FIFTY-ONE THOUSAND - dollars plus HST.

(\$ 51,000.00 plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number 104509773RI0001

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Mackey dock, located at 38920 Highway 17, Mackey, ON:</p> <ul style="list-style-type: none"> • Survey area to check existing elevations. Bid to lower the dock by 12". • Install a silt curtain at river front. • Remove concrete slab & 24" of existing crib material. • Replace with 12" of compacted Granular A. • Cut 12" off timber bin wall. • Install a 6" concrete slab 8' x 40' with ½" rebar at 12" centers and saw cut at 6' centers. Slope the concrete walkway to the dock. • Install boat bumpers on ramp side and end of dock. • Lengthen concrete ramp by 6' x 15' x 6" complete with reinforcing. • Lengthen ramp entrance 	1 LS	\$40,275.00	\$40,275.00

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	by 14' x 15' x 6" concrete slab on compacted Granular A with ½" rebar at 12" centers. <ul style="list-style-type: none"> • Rebuild crib (approx. size 38' x 8') • Remove existing concrete pad and pour new concrete pad with rebar at top of launching (15' x 15') 			
2.	Supply all material and labour to complete following scope of work at Deux Rivieres boat launch, located at Dunlop Crescent, Deux Rivieres ON: <ul style="list-style-type: none"> • Elevate one side of 30' dock and install required shims (blocking) on existing cribbing to level deck. • Fasten deck to cribbing. 	1 LS	\$ 9,725.00	\$ 9,725.00
3.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$ 51,000.00
				+ HST

ESTIMATED TOTAL COST OF LABOUR \$ 37,000.00 + HST

ESTIMATED TOTAL COST OF MATERIALS \$ 13,000.00 + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT
Deep River Boat Launch	2016	Town of Deep River	Fisheries & Oceans
Pembroke Boat Launch	2006	City of Pembroke	City of Pembroke
Denis Moncion Boat Launch	2009	Denis Moncion	Private Individual

SCHEDULE "B"

**QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT**

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE
Billy Belland	Site Superintendent	20+ Years of Experience	
Chris Lemmon	Concrete Superintendent	20+ Years of Experience	

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
30 Tonne	Owned	N/A	
Small Tonnes	Owned	N/A	

SCHEDULE "D"
LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies. No spaces are to be left blank.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR
All Work by Own Forces		

TENDER SUBMISSION SIGNATURE PAGE

Dated at Perth Amboy, NJ this 26th day of February, 2021.



Contractor signature

Vice-President

Position/Title

H. Boudenn

Signature of Witness

Company Seal (if applicable)

Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Mackey and Deux Rivieres Boat
Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, Dean Clouthier DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND I, Dean Clouthier make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "The Canada Evidence
Act".

DECLARED before me at

The Township of LAURENTIAN VALLEY in the County of

Renfrew this 22 day of February 2021.

RGT Clouthier Construction Ltd.

Tenderer

Tyler Nathan Van Hoof, a Commissioner, etc.,
Province of Ontario, for R.G.T. Clouthier Construction
Ltd. Expires August 29, 2021.

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration with this tender may result in the tender being ruled informal and invalid by the Owner.

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. ✓
- 2.0 Seal been affixed.
- 3.0 The complete written Form of Tender has been enclosed.
- 4.0 All copies of addenda (if applicable) have been signed and enclosed.
- 5.0 Signed copy of Bidder's Check List has been enclosed.

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature

Feb 26 / 2020

Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by 11425579 CANADA INC residing at (or place of
(name of tenderer)

business) 62 ARMSTRONG RD PETAWAWA ON and
(home or business address)

~~_____~~ residing at (or place of business)
(name of partner, if applicable)

62 ARMSTRONG RD Petawawa ON comprising the firm
(home or business address)

of 11425579 CANADA INC a company duly
(company/firm name)

incorporated under the laws of CANADA or being a
(province/country)

sole proprietor _____ and having its head office at
(business name)

62 ARMSTRONG RD PETAWAWA ON hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We 11425579 CANADA INC. (BRADY BEHNKE) have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # _____*, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of FIFTEEN, THOUSAND FIVE HUNDRED -dollars plus HST.

AS (\$ 15,500.00 plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number 783711476 RT0001

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Stonecliffe boat launch, located at 59 Boat Launch Road, Stonecliffe ON:</p> <ul style="list-style-type: none"> • construction of two breakwaters, one on either side of the boat launch. • moving existing boulders and rocks, some of which are navigation hazards because of their size their proximity to the boat launch on both upstream and downstream. • these boulders and rocks will be used to construct upstream and downstream breakwaters to serve as a barrier to high wave action • the top of the breakwaters will be generally at elevation 153.2m above sea level which is 0.8 meters higher than normal high water elevation. • the breakwaters will be only wide enough to provide stable support to the 	/	14,500.00	14,500.00

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>structure and the bottom width will naturally increase slightly with the distance from the shore. A small gap will be left between the shore and the breakwaters so that there is some current flow capability in both upstream and downstream directions that will lesson any potential sand buildup between the breakwaters.</p> <ul style="list-style-type: none"> • Work will consist of moving required ice to obtain access to the boulders and rocks, moving the boulders and rocks to form the breakwaters and ensuring the river bottom is as undisturbed as possible. 			
2.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$ 15,500.00 + HST

ESTIMATED TOTAL COST OF LABOUR \$ 14,500.00 + HST

ESTIMATED TOTAL COST OF MATERIALS \$ + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE
BRADY BEHNEK	Manager/Operator		
RANDY BEHNKE	Foreman		
Nik Labina	Project Manager		

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
220 PC. Komatsu Exc.	Own		

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

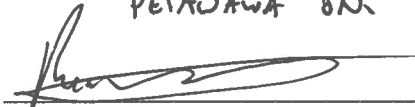
SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at 62 ARMSTRONG RD. this 26 day of FEBRUARY, 2021.

PETAUAWA ON



Contractor signature

Manager

Position/Title



Signature of Witness

Company Seal (if applicable)

Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Stonecliffe Boat Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, _____ DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND _____ make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "*The Canada Evidence
Act*".

DECLARED before me at

The _____ of _____ in the County of

Renfrew this _____ day of _____ 2021.

Tenderer

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration
with this tender may result in the tender being ruled informal and invalid by the Owner.

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. ✓
- 2.0 Seal been affixed.
- 3.0 The complete written Form of Tender has been enclosed. ✓
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. N/A
- 5.0 Signed copy of Bidder's Check List has been enclosed. ✓

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature

February 24, 2021

Date

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

FORM OF TENDER - IDENTIFICATION

Tender submitted by Mark Enright residing at (or place of
(name of tenderer)

business) 1 Innovation Dr., Renfrew, ON K7V 0B5 and
(home or business address)

n/a residing at (or place of business)
(name of partner, if applicable)

n/a comprising the firm
(home or business address)

of Bonnechere Excavating Inc. a company duly
(company/firm name)

incorporated under the laws of Ontario/Canada or being a
(province/country)

sole proprietor Bonnechere Excavating Inc. and having its head office at
(business name)

1 Innovation Dr., Renfrew, ON K7V 0B5 hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We Bonnechere Excavating Inc. have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # n/a *, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of Eighteen Thousand, Eight Hundred dollars plus HST.

(\$ 18,800.00 plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number 12379 8712 RT0001

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Stonecliffe boat launch, located at 59 Boat Launch Road, Stonecliffe ON:</p> <ul style="list-style-type: none"> • construction of two breakwaters, one on either side of the boat launch. • moving existing boulders and rocks, some of which are navigation hazards because of their size their proximity to the boat launch on both upstream and downstream. • these boulders and rocks will be used to construct upstream and downstream breakwaters to serve as a barrier to high wave action • the top of the breakwaters will be generally at elevation 153.2m above sea level which is 0.8 meters higher than normal high water elevation. • the breakwaters will be only wide enough to provide stable support to the 			

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>structure and the bottom width will naturally increase slightly with the distance from the shore. A small gap will be left between the shore and the breakwaters so that there is some current flow capability in both upstream and downstream directions that will lesson any potential sand buildup between the breakwaters.</p> <ul style="list-style-type: none"> • Work will consist of moving required ice to obtain access to the boulders and rocks, moving the boulders and rocks to form the breakwaters and ensuring the river bottom is as undisturbed as possible. 			17,800.00
2.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$ 18,800.00 + HST

ESTIMATED TOTAL COST OF LABOUR \$ 13,000.00 + HST (Incl. Equipment)

ESTIMATED TOTAL COST OF MATERIALS \$ 5,800.00 + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

A handwritten signature in black ink, appearing to be the initials 'MS' or similar, written in a cursive style.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT
2018-4018 Culvert Rehab.	2020	MTO	Tim Lynch
2020-01 Bonnechere Bridge	2020	County of Renfrew	Mike Behm
Concrete Dam Rehab.	2019	Renfrew Power Gen.	Shawn Cameron

SCHEDULE "B"

**QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT**

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE
Dan Sparling	Project Manager	19	Bach of Engineering
John Fraser	Site Superintendent	15	Several Civ Projects & Training
Gaetan Morea	Site Foreman	40	Several Civ Projects & Training

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
CAT 320 Excavator	Owned	2022	
CAT 299 Skid Steer	Owned	2022	
Concrete vibrators, trowels, screeds etc.	Owned	2022	

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR
	N/A	

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at Renfrew this 24th day of February, 2021.

 President
Contractor signature Position/Title

 _____
Signature of Witness Company Seal (if applicable)

Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Stonecliffe Boat Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, Tom Enright DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND Bonneehere Excavating Inc. make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "The Canada Evidence
Act".

DECLARED before me at

The OFFICE of Bonneehere Excavating Inc. in the County of

Renfrew this 24th day of FEBRUARY 2021 .

[Signature]

Tenderer

Anna Yuke

Commissioner, etc. (or Notary Public)

Anna Maureen Yuke
a Commissioner, etc.
Province of Ontario, for
Bonneehere Excavating Inc.
Expires November 19, 2023

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration
with this tender may result in the tender being ruled informal and invalid by the Owner.

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TENDER DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 “addendum” includes all additions, modifications, changes or deletions to the original tender or contract documents and will be forwarded to each firm or individual who is in receipt of a tender document package.
- 1.2 “contract documents” or “tender documents” include all pages of this tender package in addition to the contract documents attached.
- 1.3 “non-qualified agreement” means an agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.4 “tenderer” or “bidder” means the applicant completing this tender for consideration by the Municipality.
- 1.5 “Township” or “Municipality” or “Owner” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.

2.0 GENERAL

- 2.1 Contact for the Municipality of the United Townships of Head, Clara & Maria is Charlotte Toope, Acting Clerk/Treasurer (613) 586-2526, fax (613) 586-2596, email clerk@headclaramaria.ca. Any inquiries regarding the interpretation of the plans or specifications shall be directed to Ms. Toope.
- 2.2 The tender documents must be received by the Municipality by 12:00 h on the closing date, Friday, February 26, 2021. Under no circumstances will Tenders be considered which are received after the local time on the advertised closing date for Tender; or, are not accompanied by a Tender Deposit in the amount specified.
- 2.3 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.4 All items must be bid unless the tender specifically permits otherwise, with the price for every item and other entries clearly shown.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.

- 2.6 Each Tender shall state the Fixed Price/prices for which the Tenderer will undertake to carry out all the work as described and/or shown in/on the Tender Documents.
- 2.7 All prices (unless otherwise specifically requested in the Tender Documents) shall be "Work Completed" prices, and shall be understood to include all materials, labour and other expenses including all Sales Taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned. Unit prices shall apply to additions to or deductions from the Contract as directed by the Municipality.
- 2.8 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.
- 2.9 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.10 Faxed tender submissions will be rejected as they do not meet confidentiality or signature requirements.
- 2.11 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Agreement.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk. Due to security, facsimile transmissions or telephone calls will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will

correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.

- 4.2 Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected.
- 4.3 Applicants whose bids have been rejected by the Municipality will normally be notified via mail within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS

- 5.1 The Municipality reserves the right to reject any or all tenders and to waive formalities as the interest of the Municipality may require without explanation, **therefore, the lowest or any tender may not necessarily be accepted.** Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget resulting in lack of funds to complete the project.
- 5.2 The Municipality reserves the right to reject any tenders from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner within the specified time frame.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.
- 5.4 The tender shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

- 6.1 The Municipality will notify the successful bidder that the bid has been accepted within thirty (30) days of the tender closing.
- 6.2 Notice of acceptance of tender will be by fax or email.
- 6.3 The successful bidder may commence work at the site immediately upon notification from the Clerk that work may begin, pending

appropriate permit approvals and must commence work within 15 days of receipt of same.

6.4 Failure by the successful bidder to meet the above requirements will entitle the Municipality to cancel the award of the contract.

6.5 The Municipality may then award the Contract to one of the other bidders, or take such action as it chooses.

7.0 TENDER OPENING

7.1 Tenders shall be opened at the Municipal office at 12:15 p.m. on the same day that the tender closes. The Total tender price only in the Form of Tender shall be announced for each tender opened.

7.2 No announcement concerning the successful Tender shall be made until a complete tender report and analysis is completed by staff and if applicable (as per our Procurement By-Law), approved by Council.

8.0 REQUIREMENTS AT TIME OF EXECUTION

8.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

8.1.1 Insurance Documents (Valid Certificate of Insurance)

8.1.2 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).

8.1.3 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances) have been made.

8.2 Upon acceptance of tender by the Municipality, the successful bidder shall submit properly executed Certificates of Liability and All Risk Insurance, and all other documents as requested.

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THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



**Stonecliffe Boat Launch Repair
FORM of TENDER DOCUMENTS
RFT**

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender closing Date: Friday, February 26, 2021 @ 12:00 h,
Once signed, this document becomes the official tender and once accepted by Council/Staff,
becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

CNC CONSTRUCTION
Name of firm or individual (hereafter referred to as the "Contractor")

14 JOSSE LANE DEEP RIVER, ONT
Address

CLINTON CLOUTHER Clinton Clouthier
Name of person with signing authority (printed and signed)

Office of person signing for firm

HOME 613-584-3216 FAX 613-584-3216 CELL 613-281-5207
Phone number Fax number Other

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. ✓
- 2.0 Seal been affixed. ✓
- 3.0 The complete written Form of Tender has been enclosed. ✓
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. ✓
- 5.0 Signed copy of Bidder's Check List has been enclosed. ✓

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature

Feb. 17. 21

Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by CLINTON CLOUTHIER residing at (or place of
(name of tenderer)

business) 14 JOSIE LANE DEEP RIVER, ONT and
(home or business address)

N/A residing at (or place of business)
(name of partner, if applicable)

N/A comprising the firm
(home or business address)

of CNC CONSTRUCTION a company duly
(company/firm name)

incorporated under the laws of ONTARIO or being a
(province/country)

sole proprietor CNC CONSTRUCTION and having its head office at
(business name)

14 JOSIE LANE DEEP RIVER, ONT hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We CLINTON CLOUTIER have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # / *, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of 37,080 dollars plus HST.

(\$ 1000 plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number 723207890 RT0001

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Stonecliffe boat launch, located at 59 Boat Launch Road, Stonecliffe ON:</p> <ul style="list-style-type: none"> • construction of two breakwaters, one on either side of the boat launch. • moving existing boulders and rocks, some of which are navigation hazards because of their size their proximity to the boat launch on both upstream and downstream. • these boulders and rocks will be used to construct upstream and downstream breakwaters to serve as a barrier to high wave action • the top of the breakwaters will be generally at elevation 153.2m above sea level which is 0.8 meters higher than normal high water elevation. • the breakwaters will be only wide enough to provide stable support to the 			

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>structure and the bottom width will naturally increase slightly with the distance from the shore. A small gap will be left between the shore and the breakwaters so that there is some current flow capability in both upstream and downstream directions that will lesson any potential sand buildup between the breakwaters.</p> <ul style="list-style-type: none"> • Work will consist of moving required ice to obtain access to the boulders and rocks, moving the boulders and rocks to form the breakwaters and ensuring the river bottom is as undisturbed as possible. 			
2.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$ <u>38,080</u> + HST

ESTIMATED TOTAL COST OF LABOUR \$ 32,000 + HST

ESTIMATED TOTAL COST OF MATERIALS \$ 5080 + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

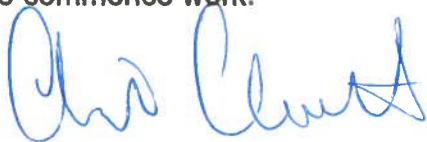
I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.



Feb. 17.21

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE
CLINTON	OWNER	20	
CLOUTHIER			

SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
EXCAVATOR	OWNED	/	/
DUMPTRUCK	OWNED	MAY - 2021	/
DUMPTRUCK	OWNED	APRIL - 2021	/

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.


Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR

TENDER SUBMISSION SIGNATURE PAGE

Dated at 14 JOSCE LANIZ this 17 day of FEBRUARY, 2021.
DEEP RIVER ON,

 OWNER
Contractor signature Position/Title

 _____
Signature of Witness Company Seal (if applicable)

Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Stonecliffe Boat Launch Repairs)
(The United Townships of Head,
(Clara & Maria

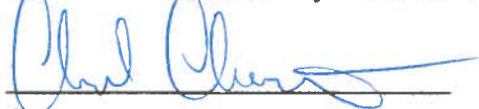
TO WITNESS:

I, CLINTON CLOUTHER DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND _____ make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "The Canada Evidence
Act".

DECLARED before me at

The RESIDENCE of CLINTON CLOUTHER in the County of

Renfrew this 17 day of FEBRUARY 2021.



Tenderer

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration
with this tender may result in the tender being ruled informal and invalid by the Owner.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Stonecliffe Boat Launch Repair REQUEST FOR TENDER DOCUMENTS RFT 2021-02

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender Closing Date: Friday, February 26, 2021

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

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Schedule “C”- Proposed Construction Equipment	18
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TENDER DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 “addendum” includes all additions, modifications, changes or deletions to the original tender or contract documents and will be forwarded to each firm or individual who is in receipt of a tender document package.
- 1.2 “contract documents” or “tender documents” include all pages of this tender package in addition to the contract documents attached.
- 1.3 “non-qualified agreement” means an agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.4 “tenderer” or “bidder” means the applicant completing this tender for consideration by the Municipality.
- 1.5 “Township” or “Municipality” or “Owner” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.

2.0 GENERAL

- 2.1 Contact for the Municipality of the United Townships of Head, Clara & Maria is Charlotte Toope, Acting Clerk/Treasurer (613) 586-2526, fax (613) 586-2596, email clerk@headclaramaria.ca. Any inquiries regarding the interpretation of the plans or specifications shall be directed to Ms. Toope.
- 2.2 The tender documents must be received by the Municipality by 12:00 h on the closing date, Friday, February 26, 2021. Under no circumstances will Tenders be considered which are received after the local time on the advertised closing date for Tender; or, are not accompanied by a Tender Deposit in the amount specified.
- 2.3 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.4 All items must be bid unless the tender specifically permits otherwise, with the price for every item and other entries clearly shown.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.

- 2.6 Each Tender shall state the Fixed Price/prices for which the Tenderer will undertake to carry out all the work as described and/or shown in/on the Tender Documents.
- 2.7 All prices (unless otherwise specifically requested in the Tender Documents) shall be "Work Completed" prices, and shall be understood to include all materials, labour and other expenses including all Sales Taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned. Unit prices shall apply to additions to or deductions from the Contract as directed by the Municipality.
- 2.8 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.
- 2.9 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.10 Faxed tender submissions will be rejected as they do not meet confidentiality or signature requirements.
- 2.11 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Agreement.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk. Due to security, facsimile transmissions or telephone calls will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will

correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.

- 4.2 Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected.
- 4.3 Applicants whose bids have been rejected by the Municipality will normally be notified via mail within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS

- 5.1 The Municipality reserves the right to reject any or all tenders and to waive formalities as the interest of the Municipality may require without explanation, **therefore, the lowest or any tender may not necessarily be accepted**. Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget resulting in lack of funds to complete the project.
- 5.2 The Municipality reserves the right to reject any tenders from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner within the specified time frame.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.
- 5.4 The tender shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

- 6.1 The Municipality will notify the successful bidder that the bid has been accepted within thirty (30) days of the tender closing.
- 6.2 Notice of acceptance of tender will be by fax or email.
- 6.3 The successful bidder may commence work at the site immediately upon notification from the Clerk that work may begin, pending

appropriate permit approvals and must commence work within 15 days of receipt of same.

6.4 Failure by the successful bidder to meet the above requirements will entitle the Municipality to cancel the award of the contract.

6.5 The Municipality may then award the Contract to one of the other bidders, or take such action as it chooses.

7.0 TENDER OPENING

7.1 Tenders shall be opened at the Municipal office at 12:15 p.m. on the same day that the tender closes. The Total tender price only in the Form of Tender shall be announced for each tender opened.

7.2 No announcement concerning the successful Tender shall be made until a complete tender report and analysis is completed by staff and if applicable (as per our Procurement By-Law), approved by Council.

8.0 REQUIREMENTS AT TIME OF EXECUTION

8.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

8.1.1 Insurance Documents (Valid Certificate of Insurance)

8.1.2 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).

8.1.3 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances) have been made.

8.2 Upon acceptance of tender by the Municipality, the successful bidder shall submit properly executed Certificates of Liability and All Risk Insurance, and all other documents as requested.

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THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



**Stonecliffe Boat Launch Repair
FORM of TENDER DOCUMENTS
RfT**

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender closing Date: Friday, February 26, 2021 @ 12:00 h,
Once signed, this document becomes the official tender and once accepted by Council/Staff,
becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

Merol Power Corporation

Name of firm or individual (hereafter referred to as the "Contractor")

13 Olsheski Service Rd Barry's Bay ON

Address

Joseph Olsheski

Name of person with signing authority (printed and signed)

Vice President

Office of person signing for firm

613-602-0992- NA

Phone number

Fax number

merolconstructors@gmail.com

Other

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. X
- 2.0 Seal been affixed. X
- 3.0 The complete written Form of Tender has been enclosed. X
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. X
- 5.0 Signed copy of Bidder's Check List has been enclosed. X

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature

Feb 17th 2020

Date

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

FORM OF TENDER - IDENTIFICATION

Tender submitted by Meral Power Corporation residing at (or place of
(name of tenderer)

business) 13 Olsheski Service Rd Barry's Bay ON and
(home or business address)

_____ residing at (or place of business)
(name of partner, if applicable)

_____ comprising the firm
(home or business address)

of Meral Power Corporation a company duly
(company/firm name)

incorporated under the laws of Ontario or being a
(province/country)

sole proprietor _____ and having its head office at
(business name)

13 Olsheski Service Rd Barry's Bay ON hereinafter called "the
(business address)

tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We Merol Power Corporation have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # N/A *, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of \$ 15,875⁰⁰ dollars plus HST.

(\$ 15,875⁰⁰ plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number 13582 4878 RT0001

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Stonecliffe boat launch, located at 59 Boat Launch Road, Stonecliffe ON:</p> <ul style="list-style-type: none"> • construction of two breakwaters, one on either side of the boat launch. • moving existing boulders and rocks, some of which are navigation hazards because of their size their proximity to the boat launch on both upstream and downstream. • these boulders and rocks will be used to construct upstream and downstream breakwaters to serve as a barrier to high wave action • the top of the breakwaters will be generally at elevation 153.2m above sea level which is 0.8 meters higher than normal high water elevation. • the breakwaters will be only wide enough to provide stable support to the 			

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>structure and the bottom width will naturally increase slightly with the distance from the shore. A small gap will be left between the shore and the breakwaters so that there is some current flow capability in both upstream and downstream directions that will lesson any potential sand buildup between the breakwaters.</p> <ul style="list-style-type: none"> • Work will consist of moving required ice to obtain access to the boulders and rocks, moving the boulders and rocks to form the breakwaters and ensuring the river bottom is as undisturbed as possible. 			
2.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$ 15,875.00 + HST

ESTIMATED TOTAL COST OF LABOUR \$ 15,875.00 + HST

ESTIMATED TOTAL COST OF MATERIALS \$ 0 + HST

Price Exclude Importing Rocks
Price assumes the use of Rock on site

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT
Light house Replacement Pembroke	2019	DFO	DFO
Concrete Crib Demolition White Cloud Island	2020	DFO	DFO
Bridge Repairs Hastings Highlands	2020	Hastings Highlands	Hastings Highlands

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE
Mervin Olsheski	President	40	Eng, Business Owner
Joseph Olsheski	Vice President	5	Eng, OASC, MBB, Project Manager
Jeremy Bayle	Superintendent	20	Carpenter

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"
PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
Hitachi 240 2axle	OWN	N/A	Gp Bucket Grading Bucket Thumb 2 1/4 yard
Hitach 85usb	OWN	N/A	11. 77
International Triaxle	OWN	N/A December	
International Tandem	OWN	N/A June	
650 John Deere Dozer	OWN	N/A	
580 Case SM Backhoe	OWN	NA	

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR
N/A		

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at 1:30 pm this 17th day of February, 2021.

[Signature] vice President
Contractor signature Position/Title

[Signature] _____
Signature of Witness Company Seal (if applicable)



Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Stonecliffe Boat Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, Joseph Wilfred Olsheski DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND I make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "The Canada Evidence
Act".

DECLARED before me at

The Township of Madawaska Valley in the County of

Renfrew this 17 day of February 2021.

[Signature]

Tenderer

[Signature]
Commissioner, etc. (or Notary Public)



The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration with this tender may result in the tender being ruled informal and invalid by the Owner.

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. _____
- 2.0 Seal been affixed. _____
- 3.0 The complete written Form of Tender has been enclosed. _____
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. _____
- 5.0 Signed copy of Bidder's Check List has been enclosed. _____

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.



Signature

February 26, 2021

Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by R.G.T. Clouthier Construction Ltd. residing at (or place of
(name of tenderer)

business) 59 Matthews Avenue, Pembroke, Ontario K8A 0A6 and
(home or business address)

_____ residing at (or place of business)
(name of partner, if applicable)

_____ comprising the firm
(home or business address)

of _____ a company duly
(company/firm name)

incorporated under the laws of Ontario, Canada or being a
(province/country)

sole proprietor _____ and having its head office at
(business name)

_____ hereinafter called "the
(business address)

tenderer".

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Stonecliffe boat launch, located at 59 Boat Launch Road, Stonecliffe ON:</p> <ul style="list-style-type: none"> • construction of two breakwaters, one on either side of the boat launch. - 40' LONG EACH • moving existing boulders and rocks, some of which are navigation hazards because of their size their proximity to the boat launch on both upstream and downstream. • these boulders and rocks will be used to construct upstream and downstream breakwaters to serve as a barrier to high wave action • the top of the breakwaters will be generally at elevation 153.2m above sea level which is 0.8 meters higher than normal high water elevation. • the breakwaters will be only wide enough to provide stable support to the 		42,000. ⁰⁰	42,000. ⁰⁰

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>structure and the bottom width will naturally increase slightly with the distance from the shore. A small gap will be left between the shore and the breakwaters so that there is some current flow capability in both upstream and downstream directions that will lesson any potential sand buildup between the breakwaters.</p> <ul style="list-style-type: none"> • Work will consist of moving required ice to obtain access to the boulders and rocks, moving the boulders and rocks to form the breakwaters and ensuring the river bottom is as undisturbed as possible. 			
2.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$43,000. ⁰⁰ + HST

ESTIMATED TOTAL COST OF LABOUR \$ 35,000.⁰⁰ + HST

ESTIMATED TOTAL COST OF MATERIALS \$ 7,000.⁰⁰ + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Friday, February 26, 2021, but will likely be awarded by Friday, March 5, 2021.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT
Deep River Boat Launch	2016	Town of Deep River	Fisheries & Oceans
Perbrooke Boat Launch	2006	City of Perbrooke	City of Perbrooke
Dinis Moncion Boat Launch	2009	Denis Moncion	Private Individual

SCHEDULE "B"

**QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT**

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE
Billy Belland	Site Supervisor	20+ Years Experience	
Chris Lemmon	Concrete Supervisor	20+ Years Experience	

SCHEDULE "C"
PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER
30 tonne	Owned	N/A	
Small Tonnes	Owned	N/A	

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR
All Work By Own Forces		

TENDER SUBMISSION SIGNATURE PAGE

Dated at Pembroke, CN this 26th day of February, 2021.



Contractor signature

Vice-President

Position/Title



Signature of Witness

Company Seal (if applicable)

Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Stonecliffe Boat Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, Dean Clouthier DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND I, Dean Clouthier make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "The Canada Evidence
Act".

DECLARED before me at

The Township of Laurentian Valley in the County of

Renfrew this 22 day of February 2021.

RGT Clouthier Const Ltd.

Tenderer
Nathan Van Hoof, a Commissioner, etc.,
Province of Ontario, for R.G.T. Clouthier Construction
Ltd. Expires August 29, 2021.

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration with this tender may result in the tender being ruled informal and invalid by the Owner.



**THE CORPORATION OF THE UNITED TOWNSHIPS OF
HEAD, CLARA & MARIA
15 Township Hall Road
STONECLIFFE, ONTARIO, K0J 2K0**

Phone: (613) 586-2526 | Fax: (613) 586-2596 | E-mail: clerk@headclaramaria.ca

**Boat Launch Tenders
Tender Scoring**

2021-01

Criteria	Description	Weight (%)	Merol Power	RGT Clouthier	11425579 Canada Inc	Bonnechere Excavating	Mackey Construction
1	Price	40					
2	Qualifications and experience of the company	20					
3	Equipment	20					
4	Use of experienced subcontractors	20					
Total		100					

2021-02

Criteria	Description	Weight (%)	Merol Power	RGT Clouthier	11425579 Canada Inc	Bonnechere Excavating	Clinton Clouthier
1	Price	40					
2	Qualifications and experience of the company	20					
3	Equipment	20					
4	Use of experienced subcontractors	20					
Total		100					

United Townships of Head, Clara & Maria Council

Report to Council

Type of Report									
Meeting Date	Thursday, January 21, 2021				Report Date	Wednesday, January 13, 2021			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed

Report #21/01/21/1101 – Marmak Asset Management Proposal

Subject: Marmak Asset Management Proposal

Recommendation: That council provide approval for the Clerk-Treasurer to proceed with entering into an agreement with Marmak to produce a Level of Service Asset Management document and for purchase of software licensing for Asset Management.

Background/Executive Summary:

Council previously provided approval for the Clerk-Treasurer to submit an application for up to \$27,000 in funding for Asset Management. This would require a \$3,000 commitment from the municipality. To date, we have not received a response to our application. Our application position is currently 505 and they are currently processing applications 325 to 375, with 30 applications reviewed per month. This timeline puts us well beyond the legislated date of July 1, 2021 to have a Level of Service for Asset Management document in place.

In addition to this document, consulting and an accurate asset inventory, we will be provided with full access to Marmak’s Asset Management software “Balance”. This software will help to bring us to date on Asset Management, and make future Asset Management easy to update and maintain. It will allow the Public Works Leader the ability to update portions of Asset Management relevant to his role as well.

Financial Considerations/Budget Impact:

The costs are outlined in the attached proposal, but include:

For 2021 a cost of \$10,000 for:

Accurate Asset Inventory	\$2,500
Consulting	\$2,500
Software	\$2,500 (discounted from \$3,000)
Preparation of LOS document	\$2,500

Future years beginning in July 2022, an annual commitment of \$3,000 per year for Balance software licensing will be required.

These additional costs for 2021 could be included in the budgeted expenses for 2021, or taken from reserve funds from prior years surplus.

Enclosures:

1. Marmak Municipal Partnership proposal

Approved and Recommended by the Clerk

Charlotte Toope,
Clerk/Treasurer



Municipal Partnership

Prepared for:

The Township of Head, Clara and Maria

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Website: www.marmak.ca

"Technology, on the move!"

January 23, 2021

The Township of Head, Clara and Maria
15 Township Hall Road
Stonecliffe, Ontario
K0J 2K0

Attn: Charlotte Toope, Clerk/Treasurer

Dear Charlotte

Since 1999, the Municipal Partnership Program has assisted small to midsize municipalities collaborate in the development of municipal solutions.

Marmak is currently an Asset Management partner of a number of international Associations including; Ontario Good Roads Association (OGRA), Ontario Recreational Facility Association (ORFA) and Municipal Finance Officers' Association of Ontario (MFOA).

Additional information can be located at

www.marmak.ca

www.rfam.ca

www.orfa.com

www.ogra.org

www.mfoa.com

Should you have any questions, please do not hesitate to contact me.

Sincerely
MARMAK

John Tarantino, O.L.S. O.L.I.P. (ret)
Vice President

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Introduction

Marmak was incorporated in 1982 and has since 1990 been providing municipal solution to more than 100 partners. Members of the Canadian Municipal Partnership established in 1999 would like to extend an invitation to the Township of Head, Clara and Maria to participate as a member in our municipal partnership.

Since 1990, Marmak has delivered numerous solutions across Canada, to various Governmental agencies including; Department of National Defence, Public Works Canada, Ontario Hydro. Marmak has a client base in excess of 100 Municipalities, Utilities, Conservation Authorities, and School Boards.

The Township through the utilization and implementation of enhanced technology and processes, is seeking to improve the management of various service requests and work order management, and thereby improve efficiency and effectiveness when dealing with local constituents and the management of municipal assets.

This document is Marmak's response to the Township's request for a business partner to assist in the implementation of an Asset Management solution. Its objective is to present to the Executive Committee that Marmak has the skills, experience, track record and commitment to deliver a fully-functional, work order solution in a timely, and cost-effective manner.

As with other clients throughout Canada, Marmak's desire is to forge a long-term partnership with the Township to facilitate the deployment of a solution composed of a proven technology and open standards. More than just taking an academic approach to the deployment of municipal solutions, Marmak takes a proactive approach in delivering functional solutions to small and medium size Canadian municipalities.

This response will demonstrate the unique approach and partnership that Marmak has established with numerous Canadian associations and municipalities. This national partnership continues to be instrumental in the ongoing development of various municipal solutions.

The Partnership

This response will demonstrate the unique approach Marmak offers through a Public / Private Partnership model established with numerous municipalities, Ontario Good Roads Association (OGRA), The Municipal Finance Officers' Association of Ontario (MFOA), and The Ontario Recreation Facilities Association (ORFA). Since 1990, Marmak has delivered numerous solutions across Canada, to various governmental agencies including: the Department of National Defence, Public Works Canada, Ontario Hydro, various municipalities, utilities, conservation authorities, and school boards.

The Municipal User Group

The Municipal Partnership, which has in excess of 100 public agency participants. The benefits of this partnership include cost sharing in the development of applications, and access to business strategy and applications developed by the other partners.

This partnership has resulted in a number of municipal solutions including:

- Work Order Management
- Infrastructure Management
- Road Patrol
- Public Kiosks
- Municipal Planning
- Document Management

Ontario Good Roads Association (OGRA)

In 2013 OGRA selected Marmak as a business partner to market and Support the Municipal Dataworks Solution (MDW). In this capacity Marmak distributes MDW to jurisdiction outside of Ontario municipalities. Additionally Marmak continues to provide MDW technical Support and Service the over 400 Ontario municipalities currently using MDW as a data repository.

The Ontario Recreation Facilities Association (ORFA)

In 2014 ORFA selected Marmak as a business partner to market and Support the Recreational Facilities Asset Management Solution (RFAM). ORFA was incorporated in 1951 as a provincially-recognized, not-for-profit, volunteer-driven recreation organization. Today, the ORFA has over 6,000 card-bearing members who operate and manage recreation facilities in municipalities, educational institutions, government agencies, First Nations communities and in the private recreation sector. Members also include businesses and industries that support the recreation sector. As a member-based organization, the ORFA is dedicated to providing leadership in training and development, and in products and services for the benefit of the recreation facility profession.

Municipal Finance Officers Association

Since 2019 Marmak has been engaged with MFOA in providing Asset Management assistance to Ontario Municipalities. As part of the AMP program, Marmak is assisting over 25 small to midsize municipalities insuring they are compliant with Ontario regulations. Marmak is also providing Level of Service Workshop on behalf of MFOA to more than 70 Ontario municipalities.

The Municipal Finance Officers' Association of Ontario (MFOA), established in 1989, is the professional association of municipal finance officers with more than 2,300 individual members. We represent individuals who are responsible for handling the financial affairs of municipalities and who are key advisors to councils on matters of finance policy.

MFOA promotes the interests of our members in carrying out their statutory and other financial responsibilities through advocacy, information sharing, networking opportunities, and through the promotion of fiscal sustainability. We also provide members with training and education to enable continuous professional development and to support excellence in municipal finance.

Other association partnerships

Ontario Trails Council

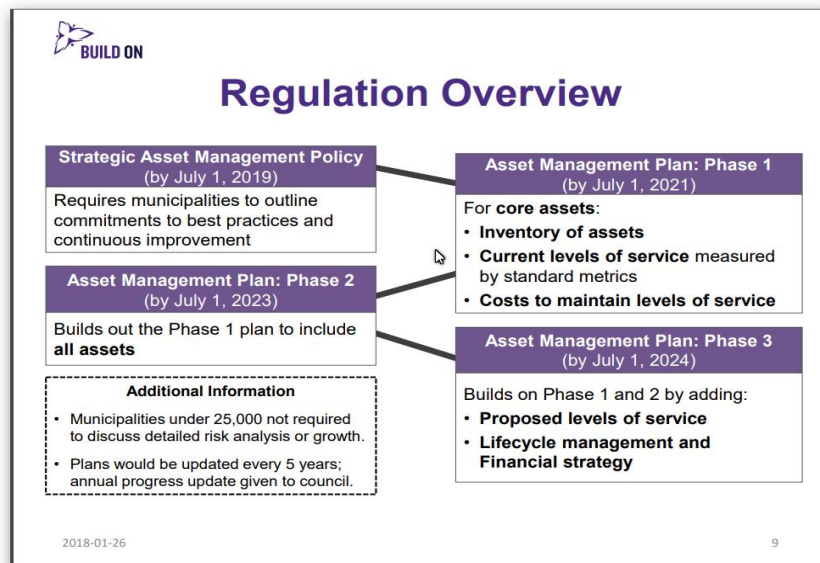
University of Toronto
University of Ryerson

Ontario Regulation 588/17

Phase-in schedule

July 1, 2019: Date for municipalities to have a finalized strategic asset management policy that promotes best practices and links asset management planning with budgeting, operations, maintenance and other municipal planning activities.

July 1, 2021: Date for municipalities to have an approved asset management plan for core assets (roads, bridges and culverts, water, wastewater and stormwater management systems) that identifies current levels of service and the cost of maintaining those levels of service.



July 1, 2023: Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that identifies current levels of service and the cost of maintaining those levels of service.

July 1, 2024: Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that builds upon the requirements set out in 2023. This includes an identification of proposed levels of service, what activities will be required to meet proposed levels of service, and a strategy to fund these activities

Level of Service (LOS) Overview

The Ontario reg. 588/17, “Asset Management Planning for Municipal Infrastructure” identifies Level of Services (LoS) as a key component of an asset management strategy. As a result, municipal councils are expected to create an Asset Management policy by July 1, 2019, and an asset management plan containing a LoS (AMP) by July 1, 2021.

Asset Management Plans (AMPs) typically comprise of theoretical models which need to be vetted against operational models resulting in practical realities.

LoS can be considered the practical component of an asset management plan. Operational data is used to establish and validate LOS which in turn will feed into the financial component. This closed-loop approach will either validate the AM plan or indicates required changes to the financial strategy. LOS is a key driver which influences asset management decisions, and depending on asset type can be either condition or age based rating.

LoS outlines the overall quality, performance, availability and safety of the service being provided. Technical levels of service (TLS) outline the operating, maintenance, rehabilitation, and renewal strategies.

LoS is a balance between user expectations for overall quality, performance, availability and safety versus affordability. There are three (3) distinct categories of LoS:

- Asset life cycle cost implications
- Municipal risk
- Citizen willingness to pay

LoS requires asset category, performance measurement, a current measurement, a target measurement, an achievement date, an approximate cost and a priority assigned to each performance measurement. Key performance Indicators include;

- Severity of failure (for roads MMS versus non mms)
- Duration of failure (within MMS regulation)
- Number of citizen requests
- Type of deficiency or failure

Council Responsibility

- Member of council play an important role in validating municipal level of service. Not only through the policies that they adopt, the yearly review and the ongoing involvement when levels are adversely effected.
- Council must be educated on the asset management strategies which comprise of implemented lifecycle events in order to maintain, extend the life of the asset while reducing risk impact to the Township.
- Council's responsibility is to understand the ramifications of the asset management strategy, support staff's decisions and ultimately provide direction.

Level of Service

Theoretical

In order to establish validate and maintain Municipal Level of Services (LoS) the following components are required.

- Accurate and updated Inventory
- Lifecycle history
- Deficiencies
- Lifecycle events / condition ratings
- Probability of Failure (POF)
- Consequence of Failure (COF)
- Financial replacement cost

Operational Model

Collecting deficiency data captured by public works staff provides insight into the actual condition of the assets. Road patrol activity, AVL activity, and public works activities all contribute to establishing and validating an acceptable Level of Service.

- Routine inspections
- Incident location
- Carbon consumption

Available software Solutions

OGRA MDW (Linear assets)

MDW is available to Ontario municipalities free of charge as part of their OGRA membership. It contains a robust asset inventory module can accommodate up to 120 predefined class types with extensive data fields. MDW contains a Capital Forecasting module designed to produce a 10 year asset capital planning.

ORFA RFAM (Building / Open Spaces Information)

RFAM built in partnership with ORFA has become an asset management solution of choice by recreation associations across Canada to help their members manage facilities and open spaces. RFAM is a user-friendly web based software application, designed specifically for facilities and parks staff. This system helps staff capture inventory, request maintenance, create work orders, run an electronic warehouse, and track the condition or efficiency of assets.

Marmak Balance (Level of Service)

Balance is designed to help municipalities conform to provincial Asset Management regulations for Level of Service (LoS).

Balance offers an integrated view of:

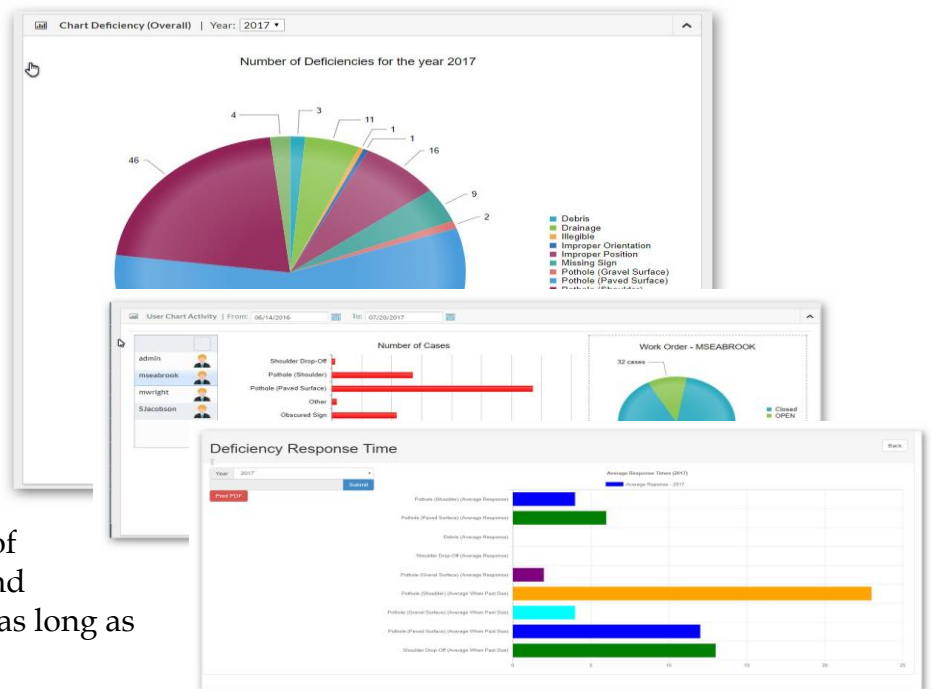
- Asset Inventory
- Consequence of Failure (CoF)
- Probability of Failure (PoF)
- Cost

The screenshot displays the Marmak Balance software interface. At the top, there are navigation tabs: BALANCE, LEVEL OF SERVICE, RISK, ANALYTICS, REPORTS, and SETTINGS. Below this is a search bar and a table of asset data. The table has columns for Asset ID, Location, Asset Type, and several performance metrics. The metrics are color-coded: green for good, yellow for fair, orange for poor, and red for critical. The table shows data for various asset types like 'PARKING LOT' and 'WALKWAY'. At the bottom, there is a footer with copyright information: 'Data View Copyright © 2017 by Marmak Software Technologies | Balance - FM-10111.1.1-2017-08-01/17'.

Council Reports

Reports a great visual tool to demonstrate to council and the public the status and progress being made.

Chart Report for Case count Vs Categories- By Year
Is a report that uses bar charts to organize each deficiency type and the quantity of deficiencies to the specific deficiency, the types of service categories (location) used and the staff that responded to the requests along with the number of requests for each staff member and service category for a given year as long as the data is input into the system.



Case count Vs Categories -By Date Range

This case offers the same functionality as the previous report however it gives you the ability to be more specific or general by choosing a shorter period of time or setting an interval that is greater than a year.

Chart Report for Case Count Vs Year

This report is designed to show the number of service cases that have been added each month for a period of a year. This aids management in understanding if there is any correlation over seasonal changes, or specific months in the years and how to be proactive in either having more staff available at certain times of the year to be able to handle anticipated deficiencies and issues.

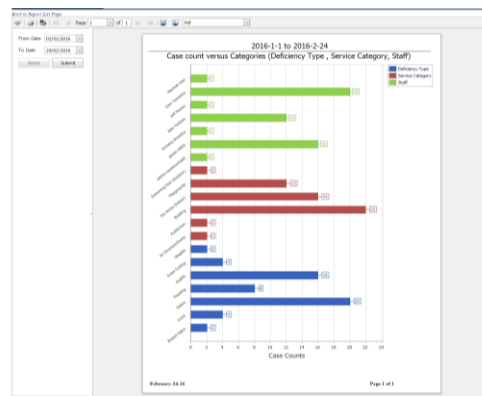


Chart Report for Case Count Vs Staff/Status

This chart helps management see all of the workers/users in the Township and keep track of their work load or case count, the number that are not yet closed that are either on process or on hold. This aids management in getting a better understanding of the workload through the Township and who is getting their work done and who isn't or who may need help, to balance the handling or dealing with local deficiencies.

Consulting

Initiation Phase

During the Initiation Phase, the project manager is responsible for the following:

- Understanding and defining the project
- Preparing the Project Work Plan
- Preparing the Project Management Plan

Weekly Activity Phase

During the Weekly Activity Phase, the Project Manager is responsible for the following:

- Holding regular project team status meeting
- Managing project schedules and project budget
- Tracking and managing project deliverables

Deployment

Application Deployment

Marmak will establish a remote web site for the Township to review, update and validate the functional, look and feel of the proposed solutions.

Marmak will setup and provide the client with a functional URL to Marmak's servers for the purpose of reviewing and commenting on proposed solution.

Training

Staff training is the single, most reliable method to ensure users buy in and that the new systems will function at peak performance. Training to be provided to the project manager in all aspects of the program include: program installation and maintenance, setting up users and their permissions,

Instructor-Led Training

With “Virtual” classroom training, the client gets the face-to-face attention of an instructor and peer interaction. Instructor-led training is highly effective, especially for training smaller groups of people. Plus, employees can set aside dedicated time for training to ensure their attention is turned to learning and not the daily demands of the office.

Schedule

- Introductions to Asset Management
- Benchmarking Standards
- Accurate inventory
- Probability of failure
- Consequence of failure
- Financial
- Level of Service
- Council Reports

Support

Service Request

All support and service request are handled directly by Marmak's staff by Phone (905) 458 - 6686 Monday through Friday (not including statutory holidays) during the business hours of 8:00 AM to 5:00 PM EST.

Annual Subscription (local Deployment)

Under the municipal partnership the client agrees to purchase and maintain the annual subscription in good standings. In consideration for the subscription the client will receive where applicable access to hosted application, annual telephone and remote support.

Software Ownership

All rights, title, computer programs, data structures, code (including source code and object code), flowcharts, system documentation and interest in the software shall remain the sole property of Marmak. In consideration of the licensing fees, Marmak will assign to the non-exclusive, non-transferable user license.

Data Ownership

All data remains property of the township

Pricing

Solution	Extension
Asset Management	
Accurate asset inventory	\$ 2,500.00
Software	\$ 2,500.00
Consulting	\$ 2,500.00
Prepare LoS Document	\$ 2,500.00
Annual Maintenance beginning January 1, 2022	\$ 3,000.00
Municipal Partnership discount applied	

Marmak

By: _____

Print Name: _____

Title: _____

Date: _____

Township of Head, Clara and Maria

By: _____

Print Name: _____

Title: _____

Date: _____

TERMS

Quote valid for 30 days

United Townships of Head, Clara & Maria Council
Request for Decision

Type of Decision									
Meeting Date	Thursday, March 18, 2021				Report Date	Monday, March 8, 2021			
Decision Required	x	Yes		No	Priority		High	x	Low
Direction	x	Information Only			Type of Meeting	x	Open		Closed
Report # 21/03/18/1102									

Subject: Upgrading/increasing current package with Wishart Law Firm

Recommendation: That council review the Gold Packages outlined below and provide direction to staff on whether or not an increase is necessary.

Background/Executive Summary:

Wishart has advised the municipal office that the balance of WMG minutes stand at 48 minutes as of February 25, 2021. Since the municipality is within its term, the municipality is eligible to increase from the Gold Package 1 to the Gold Package 2, which will provide the municipality with 2,325 WMG minutes and 5% discount on other legal fees for a cost of \$12,593.75 plus HST.

Alternatively, Wishart offers other packages listed below;

- Silver Package 1 – 700 WMG minutes, 1% discount on other legal fees, 1 workshop for \$6,000.00 plus HST
- Silver Package 2 - 1,450 WMG minutes, 2% discount on other legal fees, 1 workshop for \$12,000.00 plus HST
- Gold package 1 - 2,175 WMG minutes, 2% discount on other legal fees, 3 workshops for \$18,000 plus HST

The Municipality can still obtain two workshops included with the existing membership.

Financial Considerations/Budget Impact:

Increasing to the Gold Package - 2 will result in a cost to the municipality of \$12,593.75 plus HST.

Enclosures:

Memo from Wishart regarding minute packages available.

Approved and Recommended by the Clerk
Clerk/Treasurer



Dear WMG Member:

Please be advised that the balance of your WMG minutes as of February 25, 2021 is **48 minutes.**

Since you are within your term, you may upgrade from your current Gold Package 1 to the following;

- **INCREASE TO GOLD PACKAGE 2 – receive an additional 2,325 WMG minutes for \$12,593.75 plus HST minutes and 5% discount on other legal fees. You are currently owed 2 Workshops from your existing membership.**

Alternatively, the Packages available are;

- **SILVER PACKAGE 1 – 700 WMG minutes, 1% discount on other legal fees, 1 workshop for \$6,000 plus HST**
- **SILVER PACKAGE 2 – 1,450 WMG minutes, 2% discount on other legal fees, 2 workshops for \$12,000 plus HST**
- **GOLD PACKAGE 1 – 2,175 WMG minutes, 2% discount on other legal fees, 3 workshops for \$18,000 plus HST**

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-04
POLICY NAME: Employee Code of Conduct Policy			
DATE:	REV. DATE: March 2020	APPROVED BY:	PAGE #: 1 of 13

STATEMENT OF PRINCIPLE

- 1 A written Code of Conduct helps to ensure that employees, members of Council and members of the public share and understand a common basis of acceptable conduct for Municipal employees.
- 2 Employees shall conduct themselves with integrity by performing their duties with transparency, impartiality, respect and accountability.
- 3 These standards are designed to provide a reference guide and a supplement to the legislative parameters, municipal policies and by-laws within which employees must operate and within which employees must conduct themselves.
- 4 The standards should serve to enhance public confidence that appointed representatives and employees operate from a basis of integrity, justice and courtesy. This code is not intended to replace the use of common sense, personal ethics or morals.

DEFINITIONS

The following definitions shall apply to this Policy:

- “Civil” means adequate in courtesy and politeness or mannerly;
- “Confidence” means the feeling or belief that one can rely on someone or something or a firm trust;
- “Condescending” means acting in a way that betrays a feeling of patronizing superiority;
- “Confidential information” includes information in the possession of the municipality that the municipality is either prohibited from disclosing under the rules of the *Municipal Act* or other legislation, or is required to refuse to disclose under the *Municipal Freedom of Information and Protection of Privacy Act*, or other legislation.
- “Decorum” means propriety and good taste in conduct or appearance;
- “Employee(s)” means direct employees of the Corporation of the United Townships of Head, Clara & Maria whether full-time, part-time, contract (including employees of staffing agencies) or casual (including students and volunteers).
- “Municipal Property” includes real property (such as land or interests in land), personal property (such as goods and equipment), and other property interests of any kind.
- “Outside activities” are private activities that are not part of an Employee’s assigned work and are not part of his or her job.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-04
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DATE:	REV. DATE: March 2020	APPROVED BY:	PAGE #: 2 of 13

- “Patronizing” means to treat with an apparent kindness that betrays a feeling of superiority;
- “Workplace” means any premises (whether owned by the Municipality or otherwise) where the business of the municipality is being transacted, including vehicles, conference centers, motels/hotels and/or restaurants.
- “Wrongdoing” means any of the following actions taken by any Municipal Employee:
 - i. a contravention of any Municipal By-law or policy, or any Act of Parliament or the legislature of Ontario, or of regulations made under any such Act, if the contravention relates to the official duty of the municipal Employee, or any public funds;
 - ii. a misuse of municipal funds or municipal assets;
 - iii. gross mismanagement of a municipal project or undertaking;
 - iv. an act or omission that creates a substantial and specific danger to the life, health or safety of persons or to the environment; and,
 - v. taking any act of reprisal against a Municipal Employee who has disclosed a wrongdoing.

APPLICABLE TO

- This Code of Conduct shall apply to all municipal employees in their dealings amongst themselves, with Members of Council, and with members of the public – including all clients, vendors and suppliers.

GENERAL PROVISIONS & GUIDELINES

- The Municipal Code of Conduct for Employees governs the actions of all employees of the Municipality of the United Townships of Head, Clara & Maria while in the workplace and performing the duties of their jobs or acting on behalf of the Municipality.
- Actions taken by employees outside their employment are not governed by this Municipal Code of Conduct unless the employee is speaking against decisions and/or policies of Council. No municipal employee or appointed official represents the municipality outside of work hours and should refrain from conducting municipal business while not on the job.
- Employees are responsible for making honest statements and upholding the integrity of Council and its decisions. No employee shall make a statement with the intent to mislead anyone including Council members, fellow staff members, the media or the public.
- Employees shall always refrain from making public statements on Municipal policy and/or Council decisions.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-04
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DATE:	REV. DATE: March 2020	APPROVED BY:	PAGE #: 3 of 13

- It must be recognized that employees are only human and will occasionally make honest mistakes.
- Sometimes personal problems and concerns will creep into their work lives. Employees shall make use of unpaid leaves, sick days and/or personal days to help resolve serious personal issues as per municipal policy and provincial legislation.
- Employees shall conduct themselves with integrity and ethics. The Code does not have the answers to all questions however; it is created to ensure that the right questions are asked.
- When taking any action while in the course of employment, each employee shall ask:
 - i. Am I putting my own interests before those of the Municipality?
 - ii. Would I make the same decision if my manager, a member of the public, my mother or the media were watching me?
 - iii. Will I owe someone a favour if I do this?
 - iv. Would I be offered this if I weren't an employee of the Municipality?
- Transparency - As public servants, employees are accountable for what they do and that accountability is ensured by transparency. Employees must be open and honest in dealing with supervisors, the public and Council. Employees shall not just do their jobs well, but shall also be open and honest about what they say and do at all times and to all persons.
- Impartiality - As public servants, employees have to do their jobs with the Municipality's best interests in mind, not their own. Employees shall do their jobs without bias, without favour, without consideration of personal interests or those of family and friends and without allowing outside interests to conflict with work decisions.
- When buying goods or services for work purposes, employees shall comply with the Municipality's procurement by-laws and policies.
- Employees shall remove themselves from decisions that might affect, or might be seen to affect, the interests of other groups or organizations that they participate or are members in.
- Employees shall not take on other work which:
 - i. Conflicts with Municipal work hours;
 - ii. Interferes with the efficient performance of employee duties;
 - iii. Competes with Municipal services; or
 - iv. Creates a real or perceived conflict of interest with Municipal duties.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-04
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DATE:	REV. DATE: March 2020	APPROVED BY:	PAGE #: 4 of 13

CONFLICT OF INTEREST

- Employees shall not make decisions on behalf of the municipality, make recommendations to the municipality, use their position with the municipality, or take any action on behalf of the municipality in respect of matters in which they have or believe they have a Conflict of Interest.
- Where there might be a conflict between personal interests and those of the Municipality, employees shall disclose that fact immediately and seek guidance from the Clerk-Treasurer or Municipal Solicitor.
- Employees shall provide full disclosure when offering information in potential conflict situations.
- The Clerk-Treasurer after receiving such a disclosure is required to give it due consideration, obtaining advice and assistance from the Solicitor as necessary, and provide the necessary direction to the Employee with respect to the resolution of the Conflict of Interest.
- Provided that the disclosure has been full and frank, any Employee who complies with the direction given pursuant to this process will be safe from discipline or justified criticism and will be able to rely upon the direction as a complete answer to any future disciplinary or other action by the Municipality against the Employee in respect of the Conflict of Interest.

CONFIDENTIAL INFORMATION

- It is the responsibility of each employee to ensure that confidential information obtained in the scope of his employment is kept strictly confidential and not released to anyone except as required by law.
- As per the *Municipal Act*, employees shall not directly or indirectly, release, make public or divulge any information related to legally called and conducted in camera or closed meeting deliberations of Council. However, simply because information is shared within a closed meeting does not automatically make that information confidential; it must meet legislated exemptions for openness or fall within other protected legislation.
- Requests for information should be referred to appropriate staff to be addressed as either an informal request for access to municipal records or as a formal request under the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

GIFTS AND BENEFITS

- No employee shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of Office or employment.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-04
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DATE:	REV. DATE: March 2020	APPROVED BY:	PAGE #: 5 of 13

- For these purposes, a fee or advance paid to or a gift or benefit provided with the employee's knowledge to an employee's spouse, child or parent is deemed to be a gift to that member.

Exceptions include:

- Gifts having a value less than fifty dollars (\$50.00) which are given as promotional items to individuals, provided the gifts do not include money, cash or negotiable instruments;
- If the gift has absolutely no relationship with the status of the recipient as a Municipal Employee (i.e. there is another relationship between the donor and recipient which caused the gift to be made);
- If an Employee receives gifts, entertainment and benefits having value over fifty dollars (\$50.00), the gifts, entertainment or benefits must be disclosed to the immediate supervisor of the Employee in writing using the form provided. Such disclosure shall occur within one week following the receipt of the gift, entertainment or benefit, with a copy provided to the Clerk-Treasurer.

CONDUCT AT MEETINGS OF COUNCIL

- Staff shall conduct themselves with decorum at Council meetings in accordance with the provisions of the Municipal Procedural By-law.
- Respect for delegates, for Council members and staff requires that all employees show courtesy and not distract from the business of Council during presentations and when other members have the floor. This does not mean that staff may not offer advice, comments or suggestions; what it means is that all comments must be accurate, respectful and germane to the topic/subject at hand.

ENCOURAGEMENT OF RESPECT FOR THE MUNICIPALITY AND ITS BY-LAWS AND POLICIES

- Employees shall at all times endeavour to encourage public respect for the Municipality and its by-laws and policies.
- Employees shall recognize that Municipal Council is the elected voice of the citizens of the Municipality and shall respect the decisions of Council.
- Employees shall be careful to distinguish between personal comments or opinions expressed outside of the workplace and their jobs with the Municipality.
- Employees shall not make comments that are defamatory in nature about the Municipality, Council, individual Council members or co-workers.
- Employees shall not claim to speak on behalf of the Municipality unless they have been authorized to do so.

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- Employees shall not make personal comments using municipal letterhead, Municipal e-mail addresses or anything else that implies a connection between personal comments or opinions and the Municipality.
- Employees shall implement decisions and policies of Council without comment or complaint so long as they are not illegal, immoral or improper.

PERSONAL CONDUCT

- Employees shall ensure that their personal conduct within the Workplace or other locations, while in the course of their employment, does not adversely affect:
 - i. their ability to perform their official duties;
 - ii. the ability of other Employees to perform their duties; or,
 - iii. public confidence in the official's functions, the organization, or in the integrity of the public sector.
- Loss of public confidence must be based on a proven wrongdoing and not simply personal opinion. It must be recognized that some individuals will take exception to actions taken by employees both in the course of their employment while following municipal policy or personally.
- Employees should remain neutral in their service to all councillors providing the same level of service, information and responses to all requests no matter who should make them. This does not prevent individual employees from having conversations with Council members or relationships outside of work. What it means is that all information concerning Municipal business is shared equally and in an unbiased manner and that requests from one member are treated in the same manner as those from all other members.
- Relations and communications between employees, between employees and council members, and between employees and the public, should always be civil and premised on mutual respect.
- This means that staff will use polite and respectful language and will not use offensive language or gestures, nor shall they engage in patronizing or condescending behaviour with one another, members of Council or the public.

PUBLIC TRUST

- Employees are guardians of public funds and are responsible for delivering a wide range of important public services, which are supported by members of the public through their taxes. Employees owe the public nothing less than their full commitment to doing the best job they can.

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- Employees have an obligation to help build pride in their Community, to respect the dignity and diversity of their colleagues and to treat them as we would like to be treated ourselves. While it takes hard work to gain the respect of others, even small lapses can erode confidence in the Municipality.
- To ensure that employee conduct does not diminish respect for ourselves, co-workers and for the Municipality, employees shall maintain and exemplify the highest standards of behaviour through:
 - i. devoting ourselves fully to our jobs during our working hours and not allowing personal activities (e.g. reading a magazine, surfing the internet, etc.) to interfere with work.
 - ii. ensuring that all property (including cash, cheques, documents, inventories and equipment) in our care as part of our job is properly secured and protected at all times.
 - iii. being honest, polite and courteous when we deal with people, whether they are members of the public, Council or co-workers.
 - iv. fostering an atmosphere of collegiality and supporting coworkers in their work.
 - v. providing excellent customer service every day.
 - vi. dressing appropriately.
- Due to allergies and sensitivities, employees shall limit their use of fragrances, especially when they work in a close office environment or vehicles where other employees or members of the public may be negatively affected.
- Employees shall not take actions which will:
 - i. harass or intentionally intimidate others.
 - ii. manipulate, falsify, alter or amend documents, information or records for fraudulent purposes.

INFLUENCE OF COUNCIL

- Each employee works for the Municipality as a body corporate and is charged with making recommendations that reflect their professional expertise and corporate perspective without undue influence from any individual member or group of members of Council.
- Each employee shall endeavour to provide a high quality of advice based on political neutrality and objectivity irrespective of party politics, the loyalties of persons in power, or their personal opinions.
- Council has delegated responsibility to the Clerk-Treasurer for the administration of the affairs of the Municipality in accordance with the by-laws and policies adopted.

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- This means that under the direction of the Clerk-Treasurer, staff has the responsibility and the authority to provide consultation, advice and direction to Council and to implement Council approved policy.
- Accordingly, staff establishes the appropriate administrative policies, systems, structures and internal controls to implement the goals and objectives of Council, and to manage implementation within the resources at their disposal.

PERSONAL USE OF MUNICIPAL PROPERTY

- There shall be no use or appropriation of municipal property, facilities, services, or information for personal use, gain or business by employees, unless that municipal property is generally available to the public and is being used by the employee in that capacity like any other member of the public (i.e. using a Municipal park or other facility for recreational purposes).

Exceptions include:

- If personal use of the Municipal property is provided as part of employment or duties and the personal use is:
 - approved by Council;
 - contained in a an official job description; or,
 - within an employment agreement.
- If the use of Municipal property consists of the personal use of telephones, internet, computers, fax machines, cell phones, or photocopiers and all of the following are satisfied:
 - Use does not cause any additional expense to the Municipality (i.e. there is full reimbursement of any charges)
 - Use is not excessive having regard to the circumstances;
 - Use does not have a negative overall impact on Employee productivity; and
 - Use does not interfere with the normal operation of the municipality or negatively impacts other employees;

SPECIFIC RULES RELATING TO COMPUTERS

- Electronic records stored on Municipal computer systems or equipment are the property of the Corporation of the United Townships of Head, Clara & Maria. The Municipality maintains the right to access and monitor records in electronic format including flash drives, hard drive and emails.
- Users of Municipal computer equipment shall not:
 - Attempt unauthorized access to systems, information, processes or products;

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- ii. Broadcast e-mail messages that are not work related or are otherwise authorized;
- iii. Propagate viruses, or send or download materials which may impact the operating efficiency of the system;
- iv. Undertake any other activities that can unduly impact the use or performance of others
- v. view, retrieve, transmit or disseminate:
 - any pornographic or obscene messages, images, or materials;
 - any other messages, images or materials which are offensive to human dignity.
- E-mails that are not filed in hard-copy may be disposed of at the user's discretion and as per the *Municipal Freedom of Information and Protection of Privacy Act*. Users are encouraged to delete messages that are not filed in hard-copy form as soon as the message has been read. Attachments to e-mail messages should be detached and filed electronically or printed and filed in hard-copy records.
- Only licensed software and registered shareware acquired by and paid for by the municipality are to be operated on the municipal system. Computer games acquired by and paid for by the municipality as part of a training package may be installed on municipal equipment but no other games, including shareware games, are to be installed on municipal equipment. No municipally licensed software is to be copied or transferred to home computers.
- No software of a personal nature is to be maintained on the municipal system.

Comment [CF- HCM1]: Suggested to delete. We do not print emails.

ALCOHOL AND DRUG USE

- While within the Workplace, no use of alcohol is permitted unless the consumption of alcohol occurs at an event approved by Council at which alcohol is served.
- While within the Workplace, no use of non-prescription or illegal drugs is permitted. Normal use of over the counter or prescription medications is of course allowed.
- This section shall not apply to alcohol and drug use outside the Workplace, with three exceptions. In each of the following exceptions, the use of alcohol or drugs outside the workplace will constitute a contravention of this policy:
 - i. If the alcohol or drug use negatively affects the performance of the Employee within the Workplace. (E.g. he or she consumes alcohol and in the opinion of his supervisor, comes to work with a smell of an alcoholic beverage while exhibiting erratic or unusual behaviour, stumbling, difficulty speaking, loss of balance, or lack of coordination);

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- ii. If it is a position requirement for a specific position that an Employee shall have no alcohol or drugs in his or her system while within the workplace, and the Employee comes to work or resumes work following a lunch or other break with alcohol or drugs in their system; or,
- iii. If the Employee operates a Municipally-owned motor vehicle or dangerous machinery as part of his or her duties, and the Employee comes to work or resumes work following a lunch or other break with any alcohol or drugs in their system.

WHISTLE BLOWING

- None of the following measures shall be taken against a Municipal Employee by reason that the Employee has, in good faith, engaged in opposition to a Municipal Initiative or has disclosed a Wrongdoing in the manner set forth in this policy:
 - i. a disciplinary measure;
 - ii. the demotion of the Employee;
 - iii. the termination of the employment of the Employee; and,
 - iv. a threat to take any of the measures above.
- It is important that the disclosure of Wrongdoing be reported to the appropriate law enforcement or other official who has been entrusted with responsibility for monitoring and combating Wrongdoing such as:
 - i. To a police officer or other law enforcement official;
 - ii. To the Mayor and Council of the Municipality;
 - iii. To the Clerk-Treasurer of the Municipality;
 - iv. To the Auditors of the Municipality;
 - v. To the Municipal Solicitor;
 - vi. To any municipal Councillor of the Municipality.
- Any individual who receives an allegation of Wrongdoing from any individual shall consult with the Clerk-Treasurer and/or Municipal Solicitor to determine what kind of response is appropriate to the particular allegation.

APPLICATION - COMPLAINT PROCESS

- The formal portion of the Complaint Process requires that a complaint be made in writing setting out the grounds for the belief that there is an alleged contravention.
- Each complaint shall include a supporting affidavit that sets out the evidence in support of the complaint.

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- The complaint shall be filed through the Clerk-Treasurer, or designate, who is a commissioner for taking affidavits, on the municipal complaint form provided and signed before the commissioner.
- Any submissions or written comments together with the personal information of the complainant made to the Municipality under this or any other process will become part of the public record and may be reproduced, recorded and/or reported on line. There is no promise of confidentiality provided to the complainant under this process; it is to be open and transparent.
- Unsigned and/or anonymous complaints will not be recognized or acted upon.
- Complaints that are considered frivolous and vexatious by the Clerk-Treasurer will not be subjected to the costs of investigation. In this instance “frivolous” means “not having any serious purpose or value” and “vexatious” means “annoying or harassing”. These complaints shall be included in the annual report to Council.

INTERPRETATION

- Employees or members of Council seeking clarification of any part of this Policy should consult first with the Clerk-Treasurer.
- Complaints received will be reviewed by the Clerk-Treasurer with the complainant or the person complained about. Together they will discuss options and further steps for resolution.
- If the issue can be resolved by the Clerk-Treasurer and to the satisfaction of the complainant, no further action will be required aside from mention in the annual report to Council.
- If the breach of the code is severe and is not easily remedied, the Clerk-Treasurer shall within 30 days of receipt of the complaint and with the assistance of the Municipal Solicitor if required, commence an investigation. Depending on the situation, an outside firm may be hired by the Clerk-Treasurer and at the Clerk-Treasurer’s discretion, to complete the investigation.
- Extended time to commence an investigation, if justified, may be authorized by a resolution of Council.
- After consultation with the Municipal Solicitor and/or investigator, as required, the Clerk-Treasurer shall determine if an employee or employees have committed a breach of the code.
- Pending the outcome of any investigation, the Clerk-Treasurer shall implement disciplinary action as per the Municipal Discipline and Dismissal Policy.

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- When complaints arise, the Clerk-Treasurer shall provide an annual report to Council for review. This report shall provide a list of investigations, and include the costs and the status of the individual investigations.
- As all complaints against staff are in fact personal matters about an identifiable individual they will be kept confidential to the best of the ability of the Clerk-Treasurer, staff and investigators.
- As these complaints are internal Human Resource matters, there is no obligation to provide details of the complaints to members of Council outside of the annual report. Depending on the situation and following provincial legislation, documentation will be kept in the employee's personnel file.
- The Clerk-Treasurer may consult with legal counsel as may be required in determining points of law.
- If the complaint concerns the Clerk-Treasurer, it will immediately be submitted to the Municipal Solicitor for resolution. The Solicitor may choose to dismiss the complaint, perform an investigation himself or hire an independent investigator.
- The resulting investigative report will include recommendations for remedy, discipline or dismissal as per the Municipal Discipline and Dismissal Policy as required.
- Any report shall remain confidential as it would be considered personal information about an identifiable individual. The report shall be received by Council who will ultimately discuss the contents in closed session. A vote on the recommendations of the Municipal Solicitor will then be made in open session.
- Subject to the requirements of any disciplinary policy of the Municipality, enforcement may include disciplinary action up to and including dismissal.

ENFORCEMENT

- Proactively, the Clerk-Treasurer shall give a copy of this policy to each new Employee at the time of hire.
- The policy will be made available on a continuing basis to all staff through electronic means so that every employee has access to it and can read, download, or print a copy.
- Failure to receive training will not be an excuse for non-compliance with this policy.
- The Clerk-Treasurer is under a positive obligation to enforce this policy and deal with breaches of the policy by subordinates that have come to their attention as appropriate in the circumstances.
- Reactively, if any person, including a member of the public, wants to make a complaint that someone has breached this policy; the allegation shall be referred to the Clerk-Treasurer who will take appropriate action as contained within this policy.

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ACCOUNTABILITY

- Employees shall:
 - i. know the Code and comply with its principles.
 - ii. disclose breaches of the Code immediately, whether they are committed by ourselves or a co-worker.
 - iii. cooperate fully with investigations into alleged wrongdoing.
 - iv. understand that breaches of the Code shall be subject to disciplinary action, up to and including termination.
 - v. If required seek interpretation of the Code from the Clerk-Treasurer and Solicitor's office.
 - vi. make observance of the Code part of their daily work and review the Code as part of annual performance reviews.
 - vii. NOT retaliate against anyone who has come forward with a complaint, or is a witness to a complaint.
 - viii. NOT assume that violations of the values in this Code are someone else's problem.

[Complaints of any nature regarding this policy should be submitting using Appendix A – Employee Code of Conduct Complaint Form](#)

The Corporation of the United Townships of Head, Clara & Maria



15 Township Hall Road, Stonecliffe ON K0J 2K0

phone: 613-586-2526 / fax: 613-586-2596

clerk@headclaramaria.ca

MAYOR & COUNCILLORS MILEAGE/EXPENSE CLAIM FORM

NAME: _____

DATE	LOCATION	REASON FOR CLAIM	COMPENSABLE MEETING? Y/N	KMS TRAVELLED
Total Kms				0

SIGNATURE: _____

OFFICE USE ONLY

MILEAGE RATE: As per CRA Website

CHEQUE AMOUNT: _____ \$ -

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PURPOSE

To establish the rates at which all employees and members of Council will be reimbursed for business expenses and to provide guidelines on the use of personal automobiles for business purposes.

POLICY

1. Employees are entitled to compensation and reimbursement for expenses for time spent away from their regular jobs to attend a pre-approved meeting, conference, or education seminar on behalf of the municipality.
2. All Members of Council and staff are entitled to compensation for mileage under certain pre-authorized conditions at a rate to be consistent with the Canada Revenue Agency reasonable per-kilometer allowance rate which is updated annually.
3. Mileage shall not be paid to any member of Council attending any meeting of any committee within the boundaries of Head, Clara & Maria.

GUIDELINES

1. All members of Council and staff are entitled to compensation for mileage when they have travelled to attend a pre-authorized meeting or function outside the boundaries of the Municipality.
2. You are required to provide your own means of transportation to travel to the venue of the approved meeting/training/convention etc.
3. You will be compensated the current mileage rate for the return direct distance between your regular place of employment and the location of the course.
4. For travel within 100 km one way from Stonecliffe, the Council Member or employee will be compensated for mileage. In this instance you are responsible to bring your own lunch, if it is not provided.
5. Additionally, you will be compensated at your hourly rate for your travel time. This will be calculated upon the direct distance between your normal place of work and the location of the course. For trips less than 100 km compensation will be for travel time only. For trips over 100 km, compensation will include time for appropriate refreshment/fuel breaks.
6. You will be compensated at your hourly rate for the time you spend in the course/meeting. Please note travel and attendance time on your pay sheets. Council will be compensated as per the honorarium by-law as amended from time to time.
7. You will be required to present a brief summary to the Clerk-Treasurer on the content of the training you have received, focusing on issues that require attention in our

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municipality/workplace, especially those that are legal requirements that we might not have been previously aware of.

8. Having regard to the fact that the Head of Council, when attending, ex-officio, meetings of any Committee, Board or Commission, established outside municipal boundaries, to which a person has already been appointed to represent Council, the Head of Council is then only functioning as an observer and therefore shall be bound by the guideline in clause #10.
9. Mileage may be paid to a member of Council or employee attending to municipal business within municipal boundaries when it is not the usual order of business. Example: an employee or member of Council is requested to travel to Deux Rivieres to inspect some type of municipal infrastructure or attend a public meeting.
10. Whenever possible, all members of Council and staff shall car-pool wherever possible. Those who do not choose to car-pool when it is available, shall travel at their own expense.
11. When a situation arises where time is of the essence and there is no time to obtain authorization from Council, the member interested in compensation for travel may discuss the issue with the Clerk-Treasurer. The member and the Clerk-Treasurer will determine whether the meeting/function is compensable based on past practise and relevance of the meeting topic to the municipality.
12. Mileage and expense claims shall be submitted on approved forms to the Clerk-Treasurer and paid monthly for staff and with quarterly honorarium payments for Council.

ACCOMMODATIONS

1. If you are required to travel out of town for work-related purposes, you will be reimbursed for a standard hotel room in a basic/family hotel if:
 - (a) the work you are performing out of town cannot be completed within the same working day; or
 - (b) your expected travel time is greater than 1 1/2 hours: **and**
 - the combination of working hours and travel time will exceed 12 hours in one day (for the purpose of this policy, working hours include time spent attending professional development courses, training programs, meetings and conferences); or
 - it is unsafe to travel due to inclement weather.
2. The cost of personal purchases, such as room service charges, mini-bar items, movies or dry cleaning, will not be reimbursed.

Comment [MR1]: Suggested to change to 10 or 11 hours

AIR TRAVEL

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1. All air travel must be authorized by the Clerk-Treasurer and Council.
2. The most economical flight must be purchased.
3. Business class tickets must only be purchased for flights over six hours.
4. You may be allowed to arrive early or stay over the weekend to obtain a reduced airfare, as long as the savings are greater than the combined costs of hotel rooms and daily expense allowances.

MEALS, GRATUITIES AND INCIDENTAL EXPENSES

1. If you are required to travel overnight, you will receive up to \$50 per day for expenses actually incurred on that day.
2. Expenses must be within reason and supported with original expense receipts.
3. There will be no reimbursement for alcohol purchases, with or without meals.

Comment [MR2]: Suggested to change to \$75 per day (CRA suggests \$23 per meal)

TAXIS

1. Taxi costs incurred while conducting work-related activities will be reimbursed. Receipts must be submitted for these expenses.

EXPENSE REPORTS

1. Expense reports must be submitted to the Clerk-Treasurer on a monthly basis for staff, and on a quarterly basis for Council.
2. Please attach receipts for all expenses, except those for which no receipt is available (*e.g.*, tips, metered parking, coin-operated photocopiers). You must itemize these expenses separately.
3. To assist with submitting expense reports, consider the following guidelines:
 - (a) Mark the necessary information on the back of each receipt.
 - (b) Keep a supply of expense/mileage report forms handy at all times.
 - (c) Submit all receipts so that they may be cross-referenced with credit card statements once received.
 - (d) When spending the Municipality's money, use moderation.
 - (e) If you are unsure as to how or what to claim for expenses, speak to the Clerk-Treasurer.

DRIVING SAFELY

1. Observe safe driving practices at all times. This includes using seat belts and obeying speed limits, traffic signs and signals.
2. Any tickets received for speeding, parking or other traffic violations will not be reimbursed by the municipality.

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3. While driving, including when stopped in traffic or at a red light, it is illegal to:
- (a) use a phone or other hand-held wireless communication device to text or dial – you can only touch a device to call 911 in an emergency
 - (b) use a hand-held electronic entertainment device, such as a tablet or portable gaming console
 - (c) view display screens unrelated to driving, such as watching a video
 - (d) program a GPS device, except by voice commands

Alternate arrangements or agreements may be made on a case by case basis outside the guidelines and rules contained in this policy at the discretion of the Clerk-Treasurer if it is deemed to be in the best interest of the employee or Council member.

Comment [MR3]: Suggested additional caveat regarding Clerk discretion

DRAFT

The Corporation of the United Townships of Head, Clara & Maria



15 Township Hall Road, Stonecliffe ON K0J 2K0

phone: 613-586-2526 / fax: 613-586-2596

clerk@headclaramaria.ca

EMPLOYEE MILEAGE/EXPENSE CLAIM FORM

NAME: _____

DATE	LOCATION	REASON FOR CLAIM	COMPENSABLE MEETING? Y/N	KMS TRAVELLED
Total Kms				0

SIGNATURE: _____

OFFICE USE ONLY

MILEAGE RATE: As per CRA Website

CHEQUE AMOUNT: _____ \$ -