

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 11-1005

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**Being a by-law to authorize the CAO to execute an agreement with Temagami Electrical Services for the Servicing and Maintenance of Navigational Aids - Lake Temagami.**

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

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

**AND WHEREAS** the Council of the Municipality of Temagami deems it advisable to accept the Tender submitted by Temagami Electrical Services and enter into an agreement for the Servicing and Maintenance of Navigational Aids on Lake Temagami;

**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Chief Administrative Officer is hereby authorized and directed to accept the tender and execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 26<sup>th</sup> day of May, 2011.

READ A SECOND AND THIRD time and finally passed this 26<sup>th</sup> day of May, 2011.

  
MAYOR

  
CLERK



TENDER CLOSING

DATE: 13-01-8

TIME: 1:00 PM

FILE NUMBER: \_\_\_\_\_

Tender for: SERVICING MARINE AIDS TO NAVIGATION - LAKE TEMAGAMI

Tender submitted by: TEMAGAMI ELECTRICAL SERVICES  
(Name of Company or Individual)

BARRET  
LEU. iDt<E"

GE 33-4^s<JWb 3 12-44  
(Address)

TEMAGAMI, OM POK 210

705-237-8250 705-237-8261  
(Phone) (Facsimile)

The undersigned tenderer (hereinafter referred to as "the Contractor") hereby offers to The Corporation of the Municipality of Temagami (hereinafter referred to as "the Municipality") to furnish all necessary labour, superintendence, plant, tools, boat, appliances, equipment, supplies and other accessories, services and facilities necessary to execute in a careful and workman like manner,

THE SERVICING AND MAINTENANCE OF MARINE AIDS TO NAVIGATION LISTED IN THE SCHEDULE OF RATES ATTACHED AS ANNEX "A".

The Contractor hereby undertakes to perform the work in strict accordance with the full intent of the Terms and Conditions set forth in the following documents which are attached hereto and which form part of the tender package:

- Tender & Acceptance
- Annex "A" - Schedule of Rates
- Annex "B" - Contractor's Declaration
- Annex "C" - Supplementary Conditions
- Annex "D" - Work Specification for Buoys
- Annex "E" - Maintenance Specification
- Annex "F" - Buoy Service Report
- Annex "G" - Fixed Aids Routine Service Report
- Annex "H" - Contractor's Inspection Report

TENDER AND ACCEPTANCE

1. 3 YEAR MAINTENANCE PROPOSAL

Year One (2011)

~~FIXED~~ AIDS = <sup>^</sup>23 QS. <sup>00</sup>

Buoys = \$4472.00

Year One Total: \$ 6777  
+HST.

Year Two (2012)

~~FIXED~~ AIDS = \$2711.00

Buoys = \$5265.00

Year Two Total: \$ 7976  
+HST

Year Three(2013)

~~FIXED~~ AIDS = \$3094.00

Buoys = \$6006.00

Year Three Total: \$ 9100  
+HST.

**Note:** All fees associated with the schedule above must be incorporated in section 4, Tendered Prices / Basis of Payment.

**TENDER AND ACCEPTANCE**

**2. REQUIREMENT**

Provision of labour and materials (with the exception of buoys, lights and anchors which will be provided by the Municipality as necessary to service Marine Aids to Navigation in accordance with the attached specifications to the satisfaction of the Departmental Representative.

**3. PERIOD OF CONTRACT**

Services to be provided for a period of up to three (3) years commencing June 15, 2011 and ending on the 14th day of June 2014.

**NOTE TO CONTRACTOR:** The Contractor understands and warrants that, in no event, shall the Contractor commence under either period until formal written approval has been received.

**4. TENDERED PRICES/BASIS OF PAYMENT**

Prices quoted in the Schedule of Rates included as Annex "A" are firm all-inclusive annual rates for the provision of labour, tools, equipment, their maintenance, repairs and replacement costs, all travel time to and from the worksite and all other costs related to the performance of services requested under this agreement exclusive of buoys, lights and anchors.

4.1	Total Estimated Cost from Annex "A" Schedule of Rates - For Aids - Year One	\$ <u>2305</u>
	Total Estimated Cost from Annex "A" Schedule of Rates - For Buoys -Year On	\$ <u>4972</u>
4.2	Total Estimated Cost from Annex "A" Schedule of Rates - For Aids - Year Two	\$ <u>2711</u>
	Total Estimated Cost from Annex "A" Schedule of Rates - For Buoys -Year Two	\$ <u>5265</u>
4.3	Total Estimated Cost from Annex "A" Schedule of Rates - For Aids - Year Three	\$ <u>3094</u>
	Total Estimated Cost from Annex "A" Schedule of Rates - For Buoys - Year Three	\$ <u>6006</u>
4.4	<b>TOTAL ESTIMATED CONTRACT PRICE FOR THREE YEARS (3.1 + 3.2 + 3.3)</b>	\$ <u>23,853</u> <i>th</i>
	ESTIMATED TOTAL HST AMOUNT FOR THREE YEARS	\$ <u>3100.89</u>

**4. FEDERAL GOODS AND SERVICES TAX (HST)**

HST is excluded from the price(s)/rates indicated herein. Any amount to be levied by the Contractor in respect of the HST is to be shown separately on all invoices for goods supplied or services supplied and will be paid by the Municipality of Temagami. The Contractor agrees to remit any HST paid or due, to Revenue Canada.

**5. METHOD OF PAYMENT**

Payment for services rendered to the satisfaction of the Departmental Representative will be made in accordance with Section 6 of the Supplementary Conditions.

**6. LIMITATION OF EXPENDITURE**

6.1 It is understood that this tender/contract is based on reimbursement for actual services performed by the Contractor.

6.2 The Contractor shall not perform any work under this Contract which would cause the total cost to exceed the amount indicated in 4.4 above, unless an increase is so authorized by the Contracting Authority and effected by a written amendment to the Contract.

**TENDER AND ACCEPTANCE**

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**7. DEPARTMENTAL CONTACT**

The contractor shall direct all questions, reports, correspondence, etc. concerning work under this contract to:

PATRICK CORMIER, CHIEF ADMINISTRATIVE OFFICER  
THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
7 Lakeshore Drive, P.O. Box 220  
Temagami, Ontario POH 2H0  
Telephone: (705) 569-3421 Fax: (705) 569-2834

**8. CONTRACTOR MAILING/SHIPPING ADDRESS**

All correspondence, supplies, etc. concerning the aids covered by this Contract shall be sent to the contractor at the following address:

GB 23 ISLAND 217-4^  
TEMAGAMI ON  
POH 2H0'

Any notice to the parties hereunder shall be effectively given if sent by letter, courier or fax addressed to the party at its address indicated above. Any notice so given shall be deemed to have been received by the other party at the time when in the ordinary course, such letter, email or facsimile should have reached its destination.

**9. INVOICING INSTRUCTIONS**

Invoices are to be submitted in duplicate, quoting **Contract No.** and the **Contractor's HST Registration No.** to the following address:

PATRICK CORMIER, CHIEF ADMINISTRATIVE OFFICER  
THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
7 Lakeshore Drive, P.O. Box 220  
Temagami, Ontario POH 2H0  
Telephone: (705) 569-3421 Fax: (705) 569-2834

**10. CONTRACTING AUTHORITY**

Questions pertaining to any of the documents included in this package and to the Terms and Conditions of any resulting contract are to be referred to:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
7 Lakeshore Drive, P.O. Box 220  
Temagami, Ontario  
POH 2H0

CONTACTS: PATRICK CORMIER, CHIEF ADMINISTRATIVE OFFICER

PHONE: (705) 569-3421 Extension 204  
FAX: (705) 569-2834

**THE LOWEST QUALIFIED OR ANY OTHER TENDER NOT NECESSARILY ACCEPTED.**

**TENDER AND ACCEPTANCE**

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The above mentioned tender price is hereby submitted on the full understanding that it is an irrevocable offer by the tenderer for a period of thirty (30) days from the tender closing date and the tenderer hereby covenants that it will perform and execute the work as described herein at the price herein quoted if it is notified by the Municipality of Temagami within thirty (30) days of the tender closing date that it is the successful tenderer.

Signed, Sealed and Delivered this 18 day of MAY, 2011.

In the presence of:

TEMAGAMI ELECTRICAL SERVICES  
(name of Firm/Company/Individual) BARNET  
2<sup>nd</sup> DXV

Per [Signature] Seal  
(signing officer and position)

Per \_\_\_\_\_ Seal  
(signing officer and position)

[Signature]  
(Signature of Witness)

(N.B. Affix Corporate Seal if an incorporated Company)

**ACCEPTANCE**

Accepted on behalf of The Corporation of the Municipality of Temagami this 6<sup>th</sup> day of June, 2011.

WITNESSED BY

[Signature]  
Signature

[Signature]  
The Corporation of the Municipality of Temagami