



*De Salaberry*  
Municipality/Municipalité

# The Rural Municipality of De Salaberry Local Urban District of St. Malo

## 09-2023 Request for Proposal: St. Malo Sidewalks

### **Quotations for this work will be received by:**

The Rural Municipality of De Salaberry  
P.O. Box 40            466 Sabourin Street  
St. Pierre-Jolys, Manitoba    R0A 1V0  
Attention: Chief Administrative Officer

### **Proposals will be accepted until:**

**12:00 p.m.** prevailing Winnipeg, MB time on **Monday, August 28, 2023.**

### **Envelopes must be sealed and clearly marked:**

"R.M. of De Salaberry's 09-2023 St. Malo sidewalks".

### **For inquiries, please contact:**

Denise Parent, Chief Administrative Officer, or Chris Nowell, Assistant Chief Administrative Officer  
Office: 204-433-7406  
Email: [cao@rmdesalaberry.mb.ca](mailto:cao@rmdesalaberry.mb.ca) or [acao@rmdesalaberry.mb.ca](mailto:acao@rmdesalaberry.mb.ca)

# 2023 St. Malo Sidewalks

## Local Urban District of St. Malo

Rural Municipality of De Salaberry

### 1. CONDITIONS AND SPECIFICATIONS

1. Sealed Proposals comprising of **a complete copy** of the attached document, completed as required, for the Completion of Deficiencies; use only this form for the submission of the tenders. **Use of any other format will not be accepted and will cause your proposal to be rejected.**
2. Prices tendered shall be F.O.B. the Rural Municipality of De Salaberry, LUD of Saint Malo; all applicable Federal and Provincial taxes are extra.
3. The municipality shall have the right to reject any proposal which contains any omissions, erasures, alterations or items not called for in the Request Form furnished by the Rural Municipality of De Salaberry.
4. The Rural Municipality of De Salaberry shall have the right to reject any obviously unbalanced proposal. The right is reserved by the Rural Municipality of De Salaberry to reject the lowest, any or all proposals, or to accept any proposal which may be considered in the best interest of the Rural Municipality of De Salaberry.
5. The Rural Municipality of De Salaberry will **not** accept or receive any proposals that are emailed.
6. Each contractor will be deemed to have personal knowledge and to have informed himself/herself as to the actual conditions and requirements needed to fulfill the conditions noted.
7. Requests for Proposals received by the Rural Municipality of De Salaberry will be opened by the Municipal Administration.
8. The Rural Municipality of De Salaberry reserves the right to negotiate details of the offer with the successful contractor.
9. Contractors with one or more employees must be in good standing with WCB and must show proof upon awarding of tender.
10. Contractors must carry a minimum of \$2,000,000 Liability insurance and show proof upon award of tender.
11. Contractor must offer warranty on work. Terms and Conditions on the warranty must be disclosed with the proposal.
12. All work, for all locations associated with this RFP must be inspected and accepted by the Public Works Manager, or their delegate, before it is deemed complete.
13. The Contractor shall give the Municipality reasonable notice of when the work is to take place in order for the R.M. to give reasonable notice to the residents.
14. All pathway/sidewalk rehabilitation, construction, paving and landscape finishing shall be completed by October 15, 2023, weather permitting.

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Locations 1, 2, and 3 are all located in the LUD of St. Malo, Manitoba which is located on Highway 59 approximately 60 km south of the Winnipeg Perimeter Highway. A map of this area is attached as Schedule A.

### 2. LOCATION 1 – LUD OF ST. MALO, CROW WING TRAIL SIDEWALK

Location 1 of the project is on the Crow Wing Trail pathway in the community of St Malo. At location 1, the RM is seeking to pave an existing gravel pathway with asphalt, and to construct an additional new gravel pathway with an asphalt surface.

The area work for location 1 begins at the east side of north-bound PTH 59 at the intersection with de la Grotte Ave. The existing gravel path runs along the south side of Avenue de la Grotte. to the archway entrance of the St Malo Shrine and Grotto Park. The section is approximately 333 feet in length, and requires rehabilitation with additional, compacted a-base gravel, as well as asphalt paving.

The path will resume on the north side of Avenue de la Grotte, across from the archway, beginning at the east side of driveway entrance behind the Clearview Consumers Co-Op Ltd, and continuing to the west side of Hebert Ave at the intersection with Avenue de la Grotte. This section is approximately 185 feet in length. It requires construction of a new path of compacted a-base gravel that shall be paved with asphalt.

A map of location 1 is attached as Schedule B.

### 2. LOCATION 2 – LUD OF ST. MALO, RUE ST. HILAIRE & CHALET MALOUIN SIDEWALKS

Location 2 of the project has two separate sections that require two separate quotes. The first section is the public sidewalk on the south side of rue St Hilarie in the community of St Malo. This location of the project begins at the west side of the parking lot entrance of the Auberge St. Malo Motor Hotel, and continues to the east side of the sidewalk for the Chalet Malouin property. This section of location 2 requires replacement of the existing sidewalk with a new, concrete sidewalk, as well as a curb and gutter. This section of location 2 is approximately 314 feet in length.

The second section of location 2 is the Chalet Malouin sidewalk that connects to the first section of sidewalk on St Hilaire, and continues to the concrete pad at the entrance of the building. This section of sidewalk is approximately 68 feet in length. A separate quote for this section of work is required for a bid submission to this RFP.

A map of location 2 is attached as Schedule C.

### 2. LOCATION 3 – LUD OF ST. MALO, RUE ST. MALO SIDEWALK

Location 4 of the project is a section of the sidewalk on the north side of rue St Malo in the community of St Malo. It begins at the southern edge of the parking lot entrance of the Auberge St. Malo Motor Hotel, and continues for approximately 10 feet.

This section of sidewalk has buckled and requires repair, so that the section is level with the remaining sidewalk on the north side of rue St. Malo.

A map and photo of location 3 is attached as Schedule D.

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### 2. SCOPE OF WORK – LOCATION 1: CROW WING TRAIL

- Location 1 is a two-section project, along Avenue de la Grotte. A map of location 1 is attached as Schedule B.
  - **Section 1:** This section of the work begins on the immediate east side of the north-bound PTH 59, and continues along the south side of Avenue de la Grotte for approximately 333 feet, to the archway entrance to the St Malo Shrine and Grotto. This portion requires rehabilitation and asphalt paving of the existing pathway.
    - i. A-base gravel is required to be added and compacted, so that the pathway is rehabilitated, and the depth of the a-base gravel is approximately 10 inches.
    - ii. Asphalt is required to be paved over the a-base pathway. The paved asphalt shall be a minimum of 2 inches thick.
    - iii. The pathway shall be 5 feet (60 inches) wide.
    - iv. The pathway shall be finished, so that it is level with the surrounding landscape and roadway.
    - v. The Contractor must complete all necessary landscape finishing, including addition of topsoil, and grass seed, to restore the location to its original condition.
  - **Section 2:** This section of the work begins on the north side of Avenue de la Grotte, across from the archway entrance to the St Malo Shrine and Grotto, and continues for approximately 185 feet, ending on the west side of Hebert Ave. This section requires excavation and removal of existing sub grade material, addition and compaction of a-base material, and paved asphalt.
    - i. The pathway must be 13 feet from the edge of the asphalt travel lane Avenue de la Grotte for the entire length of this section.
    - ii. The pathway must be excavated, and a layer of geotextile must be placed along the entire length of this section.
    - iii. A-base gravel is required to be added and compacted, so that the depth of the base is 10 inches for the entire length of this section.
    - iv. Asphalt is required to be paved over the compacted a-base pathway. The paved asphalt shall be a minimum of 2 inches thick for the entire length of the section.
    - v. The pathway shall be 5 feet (60 inches) wide for the entire length of the section.
    - vi. The work in location one, section two must include landscaping. Topsoil and grass seed must be set along the entire length of the north side of the pathway.
- The Contractor shall be responsible for all locates needed to complete the work.

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### 2. SCOPE OF WORK – LOCATION 1: CROW WING TRAIL (CON'T)

- Provincial approval for work in this area includes requirements:
  - The Contractor must contact the Provincial Maintenance Superintendent a minimum of 48 hours prior to commencing construction of the pathway to discuss:
    - i. Proper signage, which shall be done in accordance with the Department of Transportation and Infrastructure Work Zone Traffic Control Manual.  
<http://www.gov.mb.ca/mit/contracts/workzone.html>
    - ii. Work site safety
    - iii. Miscellaneous concerns
  - The Contractor must provide a list of several contacts, to both the Province and the Municipality, that will be available on a 24-hour basis during the duration of the project, and who will be assigned to respond immediately in the event of an emergency or to address site safety conditions.
  - The Contractor shall receive approval from the Department of Transportation and Infrastructure, and the Municipality prior to making any changes to the approved plans/alignments.
  - The Contractor shall ensure that the pathway does not impede drainage.
  - The Contractor shall ensure that their work abides by any restrictions and/or regulations imposed by any other Government entity, such as the Department of Environment and Climate, or the federal Department of Fisheries and Oceans.

### 2. SCOPE OF WORK – LOCATION 2: RUE ST. HILAIRE SIDEWALK

- Location 2 is a two-section project. Both sections are located on rue St. Hilaire in the community of St. Malo, Manitoba. The RM requires bid responses to this RFP to include a separate quote for each section of location 2.
  - **Section 1:** Location 2, section 1 is the sidewalk that is located on the south side of rue St. Hilaire, beginning at the parking lot north-east entrance of the Auberge St. Malo Motor Hotel, and continuing to the east side sidewalk of the Chalet Malouin. This section is approximately 314 feet in length. See a map of location 2 attached as Schedule C.
    - i. The existing concrete sidewalk of section 1 is approximately 4 feet (48 inches) wide. It must be removed and replaced it with a new concrete sidewalk that is 5 feet (60 inches) wide.
    - ii. The sidewalk shall be excavated, and removed. A layer of geotextile shall be placed along the entire length of this section.
    - iii. A-base gravel is required to be added and compacted, so that the depth of the sidewalk base is approximately 8 inches.
    - iv. Concrete is required to be poured and paved over the compacted a-base. The concrete shall be a minimum of 2 inches thick.
    - v. A standard curb and gutter shall be added to this sidewalk.

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### 2. SCOPE OF WORK – LOCATION 2: RUE ST. HILAIRE SIDEWALK (CON'T)

- vi. The Contractor must complete all necessary landscape finishing, including addition of topsoil, and grass seed, to restore the location to its original condition.
- o The contractor shall be responsible for all locates needed to complete the work.
- o The contractor shall give the Municipality reasonable notice of when the work is to take place in order for the R.M. to give significant notice to the residents.
- o **Section 2:** Location 2, section 2 is the Chalet Malouin sidewalk, at the south-west corner of the property. This sidewalk connects to the sidewalk on rue St. Hilaire with the concrete pad at the entrance of the Chalet Malouin. This section is approximately 68 feet in length. See a map of location 2 attached as Schedule C.
  - i. The existing concrete sidewalk of section 2 is approximately 4 feet (48 inches) wide. It must be removed and replaced it with a new concrete sidewalk that is 5 feet (60 inches) wide.
  - ii. The sidewalk shall be excavated, and removed. A layer of geotextile shall be placed along the entire length of this section.
  - iii. A-base gravel is required to be added and compacted, so that the depth of the sidewalk base is approximately 8 inches.
  - iv. Concrete is required to be poured and paved over the compacted a-base. The concrete shall be a minimum of 2 inches thick.
  - v. The Contractor must complete all necessary landscape finishing, including addition of topsoil, and grass seed, to restore the location to its original condition.

### 2. SCOPE OF WORK – LOCATION 3: RUE ST. MALO SIDEWALK

- Location 3 is located on rue St. Malo in the community of St. Malo, Manitoba. The work shall be performed on a buckled portion of the sidewalk that is located on the north side of rue St. Malo, beginning at the parking lot south-west entrance of the Auberge St. Malo Motor Hotel, and continuing for approximately 10 feet. See a map and photos of location 3 attached as Schedule D.
  - o The buckled portion of the sidewalk requires repair, so that it is made level with the connecting portion of sidewalk.
  - o The contractor shall determine if the existing concrete slab can be re-positioned and made level, or if the section requires removal and new concrete to be poured and set.
  - o The Contractor must complete all necessary landscape finishing, including addition of topsoil, and grass seed, to restore the location to its original condition.
  - o The contractor shall be responsible for all locates needed to complete the work.
  - o The contractor shall give the Municipality reasonable notice of when the work is to take place in order for the R.M. to give significant notice to the residents.

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### 3. SUBMISSION REQUIREMENTS

Proposals must be submitted in printed form. The following topics shall be addressed in the following order:

#### 3.1. Cover Letter

3.1.1. A cover letter signed by an authorized representative of the company shall be provided, outlining the intent of the response and stating that the information contained in the response accurately describes the services to be provided. The response must also guarantee that all quoted prices (all quoted prices to be Canadian dollars and excluding taxes) will be honored for the specified period from the submission date, as indicated herein.

#### 3.2. Project Understanding

3.2.1. Demonstrate an understanding of the project scope, goals, design options and alternatives, constraints, work plan, timelines and local conditions.

#### 3.3. Reference

3.3.1. A description of the Proponent's organization, size, and services provided, areas of expertise and number of years in operation must be provided. References must be provided on applicable and comparable services. If there are special concerns or restrictions on the use of the reference, these concerns must be addressed in the Proposal. Please provide references as described in Schedule A.

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#### 3.4. Fee Proposal

- 3.4.1. The Proposal shall outline the total cost of all components (excluding Innovation and Value Added) and include all applicable taxes and other associated costs on the Quotation Price/Bid Sheet (Page 11). All prices shall be in Canadian dollars. The Quotation Price/Bid Sheet (Page 11) shall be completed in full and signed by the official signatory of the company.
- 3.4.2. Provide a detailed fee proposal correlated to the proposed work plan including any sub proponents proposed. The fee proposal shall include a list of all-inclusive hourly rates for the proponent's project team members and a table detailing staff-hour estimates for each project team member and a total for each phase or major activity grouping.
- 3.4.3. All disbursements and expenses (including computer, mileage, car rentals, sample boards and printing time) shall be included in the fee proposal.
- 3.4.4. Fee proposal must include all items as outlined in the Scope of Services Section of this R.F.P. Including but not limited to any other fees as required by the proponent's proposal.
- 3.4.5. The fee proposal must include fees for Crow Wing Trail, St. Hilaire and St. Malo sidewalks, as well as the sidewalk on the Chalet Malouin property.

#### 3.5. Professional Registration, Professional Management Plan, and Liability Insurance

- 3.5.1. Letter from Worker's Compensation Board of Manitoba with proof of registration and good standings with WCB.

#### 3.6. R.F.P. Submission

- 3.6.1. Proponents are required to deliver one (1) hard copy of their proposal to The R.M. of De Salaberry office no later than **12:00 p.m.** prevailing Winnipeg, MB time on **Monday, August 28, 2023.**
- 3.6.2. All questions to be forwarded in writing to the Chief Administrative Officer at [cao@rmdesalaberry.mb.ca](mailto:cao@rmdesalaberry.mb.ca) no later than Wednesday, August 23, 2023. Any questions received after this date will not be responded to.
- 3.6.3. The R.M. of De Salaberry expects that a proponent will be selected within 2-3 weeks of the submission date.

Deliver all proposals to:                   The R.M. of De Salaberry  
Municipal Office  
Box 40, 466 Sabourin Street  
St. Pierre-Jolys, Manitoba   R0A 1V0

Attention:                                       Denise Parent, Chief Administrative Officer

Reference:                                       09-2023 RFP Crow Wing Trail & St Malo Sidewalks



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## 4. PROPONENT ACKNOWLEDGMENT

The proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the R.M. of De Salaberry and any addenda issued in connection therewith.

By submitting a proposal for consideration, the proponent undertakes and agrees that:

### 4.1. No Collusion

4.1.1. Except as otherwise specified, no person whether natural, or body corporate, other than the proponent has or will have any interest or share in this proposal, which may be completed in respect thereof. There is no collusion or arrangement between the proponent and any other actual or prospective proponents, in connection with proposals submitted for this project. The proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of the proposal.

### 4.2. Failure or Default of Proponent

4.2.1. If the proponent for any reason whatsoever fails or defaults in respect of any matter or thing, which is an obligation of the proponent under the terms of this proposal, the R.M. of De Salaberry at its option, may consider the proponent has abandoned the offer made. If the offer has been accepted, whereupon the acceptance, if any of the R.M. shall be null and void and the R.M. shall be free to select an alternate solution of its choosing.

## 5. PROPOSAL REVIEW AND EVALUATION

The intent of the evaluation is to select the firm best suited to provide the services to The R.M. of De Salaberry. Proponents' proposals shall include sufficient information to permit the Municipality to evaluate it in accordance with the following criteria:

Item	Criteria	Weighting
1.0	Project Understanding	25
2.0	Fee Proposal	75

The R.M. of De Salaberry reserves the right to reject any and all proposals and need not accept the lowest bid, or any proposal. The R.M. of De Salaberry reserves the right to withdraw this Request for Proposal and will not be held liable for any expenses, costs, loss or damage incurred by any proponent as a result of such a withdraw.

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### 6. REFERENCES

References, a minimum of three, must be provided from customers who have contracted with the Proponent of similar services in the past five years. Please provide the information requested below.

	Reference #1	Reference #2	Reference #3
<b>Description of Project:</b>			
<b>Status of the Project (completed, in progress, on hold, other):</b>			
<b>Organization Name:</b>			
<b>Organization Contact:</b>			
<b>Contact Phone Number:</b>			
<b>Contact Email Address:</b>			

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## 7. QUOTATION PRICE (BID SHEET)

**NOTE:** *The Rural Municipality of De Salaberry pays all Federal and Provincial taxes.*

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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

State Earliest Start Date \_\_\_\_\_, 2021

	<b>Crow Wing Trail, St. Hilaire, and St. Malo sidewalks</b>	<b>Location 2, section 2: Chalet Malouin sidewalk</b>
Quoted Price	\$ _____	\$ _____
PST	\$ _____	\$ _____
GST	\$ _____	\$ _____
Total Price	\$ _____	\$ _____

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

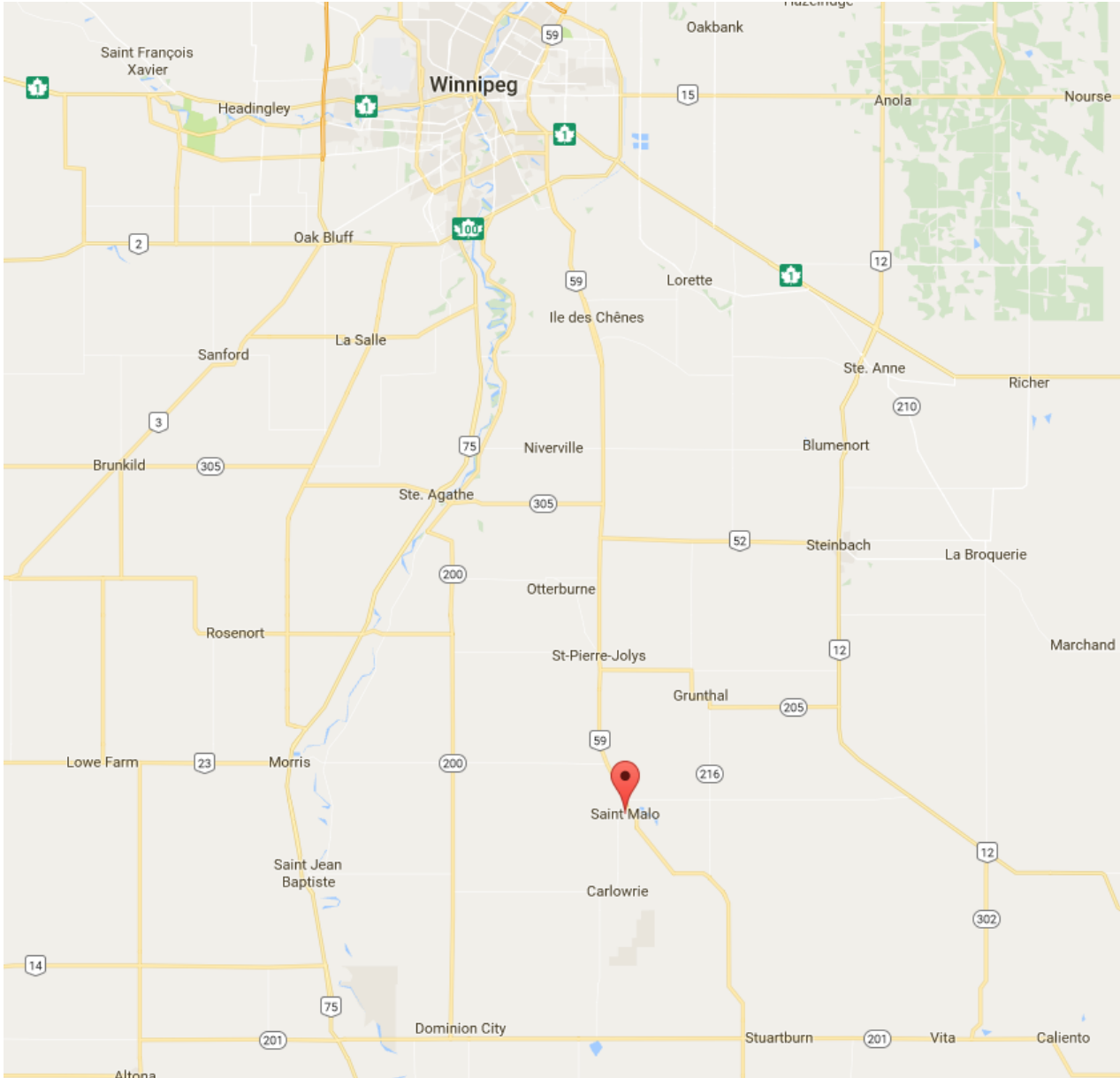
\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Company Representative/Contractor Name

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## SCHEDULE A: ST MALO, MANITOBA



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## SCHEDULE B: LOCATION 1, CROW WING TRAIL



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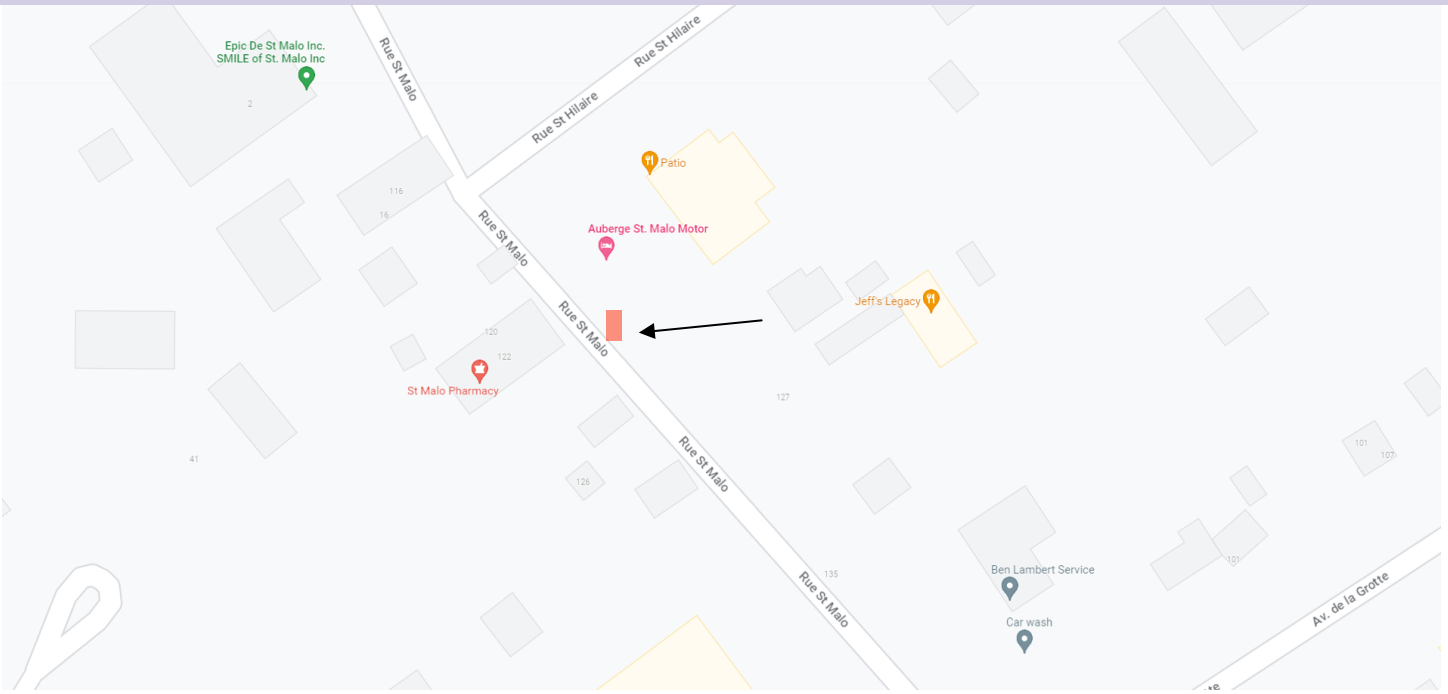
### SCHEDULE C: LOCATION 2, RUE ST HILAIRE & CHALET MALOUIN SIDEWALKS



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## SCHEDULE D: LOCATION 3, RUE ST MALO SIDEWALK



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## **DRAFT AGREEMENT FOR CROW WING TRAIL, RUE ST. HILARIE, RUE ST. MALO SIDEWALKS**

BETWEEN:

THE RURAL MUNICIPALITY OF DE SALABERRY  
("Municipality")

- and -

("Contractor")

WHEREAS:

- A. The Municipality issued a request for quotations for the completion of rehabilitation of a section of the Crow Wing Trail, replacement of a portion of a sidewalk on rue St. Hilaire, and repair of a portion of a sidewalk on rue St. Malo for the Municipality;
- B. The Contractor submitted a response to the Municipality's request for quotations, and the Municipality has accepted the Contractor's quotation subject to the entering into of this Agreement;
- C. The Municipality and the Contractor wish to enter into this Agreement setting the terms and conditions for the provision of sidewalk rehabilitation and construction for the Municipality.

### **1. AGREEMENT**

This Agreement consists of this Agreement and:

- i. The 09-2023 Request for Proposals: Crow Wing & St Malo Sidewalks.

### **2. DEFINITIONS**

"Work" means all services and work described in the Scope of Work section of RFP 09-2023.

### **3. TERM**

- a. The term of this Agreement shall commence as of \_\_\_\_\_, 2023 the day the Contractor began performing the Work and end on October 15, 2023. The Municipality and the Contractor agree that the terms of this Agreement shall be effective and apply to the Work as \_\_\_\_\_, 2023.



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### **4. WORK**

- a. The Contractor shall provide and carry out all work and services required to complete the Work in accordance with this Agreement, including performing and completing the Work in accordance with the Scope of Work described in RFP 09-2023.
- b. The Contractor shall comply with all acts, statutes, bylaws, and regulations pertaining to the Work. The Contractor shall, at the Contractor's cost, obtain all required licenses, permits or permissions prior to the commencement of and for the duration of the Work. The Contractor shall upon request provide the Municipality with copies of all such authorizations.

### **5. PAYMENT OF COSTS BY THE CONTRACTOR**

- a. The Contractor shall pay all claims for the costs of work, services or materials provided by any person who in the performance of this Agreement performs any work or provides any services or places or furnishes material in respect of the Work.
- b. The Contractor shall keep complete records of anyone who performs any such work or provides any such services and as to who provides material in respect of the Work. The Contractor shall upon request provide copies of the records to the Municipality confirming payment for this work, services or material.

### **6. PAYMENT FOR THE WORK**

- a. The Contractor shall invoice the Municipality for the Work as set out in the Quotation Price section of RFP 09-2023 on a monthly basis, and the Municipality shall pay the Contractor for satisfactory Work in the amounts set out in the Quotation Price section of RFP 09-2023.

### **7. PERSONNEL**

- a. The Contractor shall provide sufficient persons as are required to perform the Work, and to perform it safely and efficiently.
- b. The Contractor shall continuously supervise any person performing work or providing services or materials in connection with this Agreement and the Work.
- c. All personnel of or used by the Contractor shall be fully trained and licensed to perform any work or provide any services in respect of the Work.

### **8. EQUIPMENT**

- a. The Contractor shall at all times provide, maintain and operate sufficient equipment to properly maintain the level of service and perform the Work.

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- b. The Contractor shall supply whatever additional equipment as is necessary to adequately perform the Work.

### **9. INSURANCE**

- a. During the term of this Agreement at its own expense, the Contractor shall provide and maintain in full force and effect
  - i. comprehensive general liability insurance for bodily injury (including death) and property damage in an amount of not less than \$2,000,000.00 inclusive limit for any one occurrence defending, keeping harmless and fully indemnifying the Municipality from and against all accidents, loss, costs, charges, damages and expenses which it may at any time bear, sustain or suffer by reason or on account of the Work or any work, services or materials supplied in respect of the Work. The policy shall name the Municipality as an additional insured, contain a cross-liability clause and provide for the Municipality to be given 30 days' written notice prior to cancellation of the policy.
- b. Nothing contained in any policy of insurance required or provided in accordance with this Agreement shall in any way limit the liability of the Contractor under this Agreement or otherwise.
- c. The Contractor shall provide certificates of insurance evidencing all required insurance coverage throughout the term of this Agreement.

### **10. GENERAL INDEMNITY**

- a. The Contractor shall indemnify the Municipality from and against all loss or damage and claims of any kind arising out of any thing provided, permitted or required to be done by or on behalf of the Contractor under this Agreement, together with all costs and expenses arising by reason of any such claim, including legal costs on a lawyer and own client basis. This indemnity does not cover any act or thing negligently done or negligently omitted to be done by the Municipality.

### **11. DEFAULT**

- a. If the Contractor fails to comply with any provision of this Agreement, the Municipality may give the Contractor notice of the particulars of default in accordance with subsection 13.g.
- b. If the Contractor fails to rectify the default to the satisfaction of the Municipality within 30 days or such earlier period deemed necessary by the Municipality after notice, the Municipality shall be entitled to
  - i. terminate this Agreement,
  - ii. retain a different contractor to remedy the default,
  - iii. charge the Contractor the remedial costs,
  - iv. retain any monies payable to the Contractor,

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- v. hold back payment for the Work, and
  - vi. any or all of these remedies.
- c. If the Municipality takes any of the remedial actions set out in subsection b. and retains any monies payable to the Contractor, the Municipality will not be liable for any loss or damage suffered by the Contractor or any other person as a result. The indemnity obligations of the Contractor under section 10 shall remain in force and survive any termination.
- d. The Contractor is responsible for the costs incurred by the Municipality in enforcing this Agreement. The Municipality shall invoice the Contractor for these costs. The Contractor shall pay the Municipality within 30 days from the date of receipt of the invoice. This amount is a debt owing to the Municipality, and if remaining unpaid after 30 days, may be deducted by the Municipality from any amounts owing to the Contractor under this Agreement.

## **12. NO EMPLOYMENT**

- a. The Contractor is an independent contractor, and the Contractor and any person working or performing services for the Contractor in respect of the Work are not employees of the Municipality for any purpose. The Municipality is only interested in the results obtained by the Contractor who retains sole control of and responsibility for the matter and means of performing under this Agreement, subject to its various terms and conditions.

## **13. GENERAL**

- a. The Municipality may at its discretion and without prior notice to the Contractor conduct reviews of the Work in progress.
- b. The Municipality maintains the discretion to use such contractors in addition to the Contractor as are in the Municipality's opinion necessary to perform the Work taking into account matters such as the amount of Work to be performed and the timing for completion of the Work.
- c. The Contractor shall not assign this Agreement or any part of it without the prior written approval of the Municipality.
- d. If any provision of this Agreement is at variance with any rule of law or equity, this Agreement will supersede and prevail.
- e. A party may waive the performance of any provision to be performed for its benefit by the other party, provided that such waiver is in writing.
- f. The Contractor must maintain itself in good corporate standing for the term of this Agreement.
- g. Notice is deemed properly given if:
- i. in the case of the Municipality, delivered personally or faxed to the Municipality at

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Attention: Chief Administrative Officer

ii. in the case of the Contractor, delivered personally or faxed to the Contractor at

Attention: **BUSINESS/CONTRACTOR POSITION TITLE**

Notice so given will be deemed to have been given and received on the business day next following the delivery or facsimile transmission.

- h. The address for notice may be changed by giving notice in accordance with subsection g.
- i. This Agreement binds the parties' successors and assigns.
- j. Time is of the essence of this Agreement.

In witness whereof the parties have affixed their respective corporate seals attested by the hands of the respective officers duly authorized in that behalf.

## **THE RURAL MUNICIPALITY OF DE SALABERRY**

\_\_\_\_\_  
Chief Administrative Officer

**BUSINESS NAME**

\_\_\_\_\_  
POSITION TITLE