



2297 Highway 12,
PO Box 130
Brechin, Ontario L0K 1B0
p.705-484-5374
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LAGOON CITY PARKS AND WATERWAYS

REQUEST FOR QUOTATION
MAINTENANCE CONTRACTOR
File # LC-05-22

Please submit completed proposal in person or by mail in a sealed envelope quoting the above tender number and closing date and forward to:

Lagoon City Parks and Waterways Commission
The Corporation of the Township of Ramara
P.O. Box 130
2297 Highway 12
Brechin, Ontario L0K 1B0

Electronic Submissions will also be accepted and may be forwarded to cwainman@ramara.ca and shall include all pages of the tender, and all supporting documentation.

CLOSING

DATE: ~~March 31, 2022~~ Extended to April 13, 2022
TIME: 12:00 p.m.
PUBLIC OPENING: No
LOCATION: Township of Ramara
Administration Building
2297 Highway 12
P.O. Box 130
Brechin, ON L0K 1B0

LATE SUBMISSIONS WILL NOT BE ACCEPTED

The Township of Ramara reserves the right to accept or reject all or any submission.

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Bidder(s) initials and date: _____

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INSTRUCTIONS TO BIDDERS

i. DEFINITIONS

The following definitions apply to the interpretation of the Request for Quotation;

1. **“Bidder”** means a person or entity that is submitting a tender in response to the Tender Process.
2. **“Commission”** means the Lagoon City Parks and Waterways Commission.
3. **“Constructor”** means the successful person or company engaged in the construction business.
4. **“Contract”** means an agreement to be signed between the Owner and a successful bidder pursuant to the tender process.
5. **“Contractor”** means the successful bidder pursuant to the tender process that has extended a contract.
6. **“Contract Administrator”** means a person authorized or appointed by the Township to act on behalf of the Owner in any particular capacity.
7. **“Closing Time”** Time and Date of Tenders has the meaning ascribed thereto in section ii of these Instructions to Bidders.
8. **“L.C.P.W.C.”** means the Lagoon City Parks and Waterways Commission.
9. **“OPS”** means the current Ontario Provincial Standards published by the Ontario Standards organization.
10. **“Secretary/Treasurer”** means a person authorized or appointed by the Township and the Lagoon City Parks and Waterways Commission to act on behalf of the Commission in any particular capacity.
11. **“Start Work Order”** means the document in writing, referred to in the tender, form that is issued by the Contract Administrator or the Engineer that authorizes the Contractor to begin the work.
12. **“Tender”** means the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a bidder in response to this tender process.
13. **“Tender Documents”** means the documents listed in section iii of these Instructions to Bidders.
14. **“Work”** means the work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section 14 of these Instructions to Bidders.

15. **“Manager of Municipal Works”** means the Director of Infrastructure, or designate, of the Township of Ramara or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.
16. **“Township”** means the Corporation of the Township of Ramara.

ii. GENERAL OVERVIEW

1. SCOPE

To provide the Township of Ramara and/or Lagoon City Parks and Waterways with maintenance of the following areas within Lagoon City:

- Land
 - The North and South Beaches (Blocks A and H)
 - The walkway, including foot bridge between Poplar Ave. and Old Indian Trail
 - The walkway, including foot bridge, South Island Trail and Turtle Path
- Canal
 - All of the canals/waterways under the jurisdiction of the Lagoon City Parks and Waterways
- Canal Access Points
 - Adjacent to 91 Turtle Path
 - Adjacent to 97 Laguna Parkway
- Pump Houses
 - PH #1 East end of Concord Pond
 - PH #2 Poplar Cres and Turtle Lagoon (north)
 - PH #3 Poplar Cres and Turtle Lagoon (south)
 - PH #4 Beneath Paradise Blvd. bridge
 - PH #5 Beaver Trail Work Site (to be installed in 2022)

2. FORM OF QUOTE

All quotations must be on the forms provided, clearly marked with “Maintenance Contractor”

3. QUOTATION DEPOSIT

A certified cheque made payable to the Township in the amount of \$500.00 (five hundred dollars) and must be submitted with the quotation. The cheque of the unsuccessful bidders will be returned within ten (10) days of the quotation acceptance. The cheque of the successful bidder will be retained until the Township and/or Commission accepts the work.

4. FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and such are subject to the *“Municipal Freedom of Information and Protection of Privacy Act.”*

5. BRIBERY/FRAUD

Should any bidder or any of their agents give or offer any gratuity or attempt to bribe any employee of the Township, or to commit fraud, the Township shall be at liberty to cancel the prospective bidder’s submission or contract.

6. PURCHASING PREFERENCE

No preference will be given to any business for goods and/or services provided to the Township and/or Commission.

7. INSURANCE

The Successful bidder(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the bidder. This insurance coverage shall be subject to limits of not less than **Two Million Dollars (\$2,000,000.00)** inclusive **per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include **the Corporation of the Township of Ramara and the Lagoon City Parks and Waterways Commission** as an additional insured in respect of all operations performed by or on behalf of the Bidder.

The Bidder(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, canceled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

The Liability Insurance shall not contain any exclusion or limitations in respect of shoring, underpinning, rising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.

Where applicable the bidder(s) shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Bidder(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

8. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful bidder(s) shall supply a Certificate from the WSIB prior to the start of the contract indicating that all of the assessments the bidder(s) or subcontractor(s) is liable to pay under *Workplace Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1, 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Bidder(s) is an Independent Operator and is not categorized under Class G: Construction, the Bidder(s) shall submit a letter, from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act for work to be carried out for the Township. If the Bidder(s) does not have Independent Operator Status, the Bidder shall;

- Complete an Independent Operator Status Questionnaire upon being awarded the contract; and,
- Fund all costs associated with any appeal of a determination by WSIB that the Bidder is not an Independent Operator; and,
- Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider).

The Bidder(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Tender. As such the Township reserves the right to terminate all Contracts associated with this Tender if all appeals have been exhausted and the bidder(s) are determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies to be paid to the bidder(s) shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Tender, as well as Township property, shall be returned to the Township. The bidder(s) acknowledges and agrees that any work completed to the date the appeal process has been completed, and an unfavorable determination is made will be provided to the Township for free and without any expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the bidder(s).

9. TRAFFIC CONTROL

Not applicable.

10. UNDERGROUND LOCATES

It is the Contractor's responsibility to obtain underground locates if required.

11. ACCESSIBILITY

The Bidder(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act* 2005, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Bidder(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

12. HEALTH & SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA), applicable Regulations, applicable standards, and other applicable legal requirements.

Unless otherwise stated, the successful bidder, for the purposes of the OHSA, shall be designated as the 'Constructor' for this project. The constructor has complete control of the work on behalf of the Township and is responsible for regulatory compliance and safe work procedures on the job site.

Any requirement for a Notice of Project to be submitted to the Ministry of Labour (MOL) is the sole responsibility of the constructor.

The Constructor further acknowledges and agrees that any breach or breaches of the OHSA, applicable Regulations, Standards, *Environmental Protection Act* (EPA), other legal requirements, and/or their own Health & Safety Policies and Procedures whether by the Constructor or any of its subcontractors may result in:

- The termination of the contract,
- The immediate removal of the Constructor and/or sub-contractor's equipment from the site,
- The forfeiture of all sums owing the constructor/or sub-contractor by the Township.

The Constructor's health and safety responsibilities will include the following:

- where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful bidder shall ensure that the requirements of the OHSA, applicable Regulations and environmental requirements are complied with,
- ensure workers are aware of the hazardous substances that may be in used at the workplace,

- ensure workers are provided with and wear the appropriate personal protective equipment required for the area when engineering controls aren't practicable,
- demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation,
- The Constructor acknowledges that they are familiar with the OSHA, applicable Regulations, applicable Standards and other legal requirements that applies to the work being conducted,
- The Contractor covenants and agrees to observe strictly and faithfully the provisions of the OSHA, applicable Regulations, and rules circulated there under together with the Constructor's Health and Safety Policies and Procedures.
- The Constructor agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said OSHA and other applicable legal requirements.
- The Constructor agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.
- The Constructor shall allow access to the work site on demand to representatives of the Township to inspect work sites.
- The Constructor agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the OSHA and applicable Regulations by the Constructor or any of its sub-contractors will entitle the Township of Ramara to off-set the damages so assessed against any monies that the Township of Ramara may from time to time owe the Constructor under this contract or under any other contract whatsoever.
- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Constructor agrees that the provisions of this section (**12. Health & Safety**) will apply to the subcontractor and the Constructor will enforce said provisions.
- The Township may consider previous OSHA violations as grounds for rejection and the Township may terminate any contract arising from this document if the Bidder is continuously in violation of OSHA requirements.

Proof of the above may be required by the Township at any time from tendering to project completion.

13. ASSIGNMENT OF CONTRACT

The successful Bidder(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or City, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

14. SPECIFICATIONS

The Commission requires the following duties to be performed, areas to be monitored, and work to be completed as outlined below:

Land Maintenance (private beaches, footbridges and pathways):

Spring Clean Up (May 1st to May 15th in each year)

- Rake leaves, clear branches and debris.
- Remove sand from walkways.
- Cut back branches in pathways.
- Sand rough patches of wood handrails (footbridge).
- Ensure nails are flush with wood planks (footbridge).
- Paint/stain picnic tables with lead-free material.
- Ensure wooden walkway/bridge is installed correctly on South Beach.
- Place and anchor tables, benches and garbage containers.
- Remove any snow fence installed during previous year and store in pre-determined location.
- Inspect all signage and report any damaged or missing signage to the Secretary/Treasurer of the Commission.

General Maintenance (May 15th to October 14th in each year)

- Semi-weekly clearing of debris from beaches and walkways. Additional clean up is required after long weekends.
- Sand areas of beaches are to be harrowed on Monday and Friday each week.
- Sand areas of beaches are to be cultivated monthly from May to September.
- Clean and replace filters in 5 pump houses monthly;
- Garbage is to be picked up and disposed of semi-weekly throughout the season, with additional pickup and disposal after long weekends.
- Additional maintenance to beaches after wind storms or shadfly season.
- Removal of any fire pits on beaches (fire pits are not permitted on either private beach).
- Ensure that pathways and footbridges are kept free and clear of garbage, weeds, debris, fallen and overhanging twigs and branches;
- Ensure that fencing throughout the park and footpath areas are kept in good repair and report any major repairs to the Commission or appropriate Municipal Staff.
- Sand rough patches of wood handrails (footbridge).
- Ensure nails are flush with wood planks (footbridge).
- Removal of graffiti when required.
- Inspect all signage and report any damaged or missing signage to the Secretary/Treasurer of the Commission.

- Provide regular inspections and keep in good require all Life Buoy Stations throughout Lagoon City. Each station is equipped with SCA approved life ring, rope post, and hardware. Parts requiring replacement will be paid for by the Commission.
- Report any issues with respect to Clean Flo Systems and/or Mixer Systems to the Township.

Winter Preparation (October 15th to 31st in each year)

- Remove picnic tables, benches, and garbage containers and store in pre-determined area after Thanksgiving weekend.
- Place snow fence as directed by Commission after Thanksgiving weekend.

Note: The service provider shall not use any chainsaw or hoist equipment to carry out any work under this contract without a certificate of proper training in accordance with the *Occupational Health & Safety Act*.

Canal Maintenance:

Spring Clean Up (Prior to May 15th in each year)

- Pick up all logs, floating weeds and debris throughout all canals
- Paint the platform bases and install “no wake” floating markers at locations approved by the Commission
- Paint and install chained harbour entrance channel markers at locations approved by the commission.
- Inspect all signs and report any damaged or missing signage to the Commission or appropriate municipal staff.
- Installation of water fountain in Concord Pond.
- Install booms behind Mews at Murray Drain.
- Removal of weeds and debris, including deceased animals, from canals.

Maintenance (May 15th to October 14th in each year)

- Twice-weekly clearing of debris from beaches and walkways. Additional clean up is required after long weekends.
- Monitor canal signage, ensure signs are in good repair and are legible.
- Replace “no wake’ signs as required (signs may be ordered through the Secretary/Treasurer).
- Removal of weeds and debris, including deceased animals, from canals on a weekly basis.
- Removal of branches from beaver lodges and beaver food storage areas.
- Residents will place weeds for pick up on the shorewalls of their property. Gather when providing weekly maintenance to canals.
- Ensure following gravel access points to canal are neat, weed free, and in an orderly fashion:

- Adjacent to 91 Turtle Path.
- Opposite 90 Laguna Parkway.

Winter Preparation (October 15th to 31st)

- Remove “No wake” floating markers from canals and store in predetermined location.
- Remove harbour entrance channel markers (red and green) and store in predetermined location.
- Removal of water fountain from Concord Pond.
- Deliver pontoon boat to local marina for winterization, pending approval by the Secretary/Treasurer or Director of Infrastructure.

15. PONTOON BOAT

The Bidder is required to have a valid boat operator’s licence to operate boat of at least 22 feet in length.

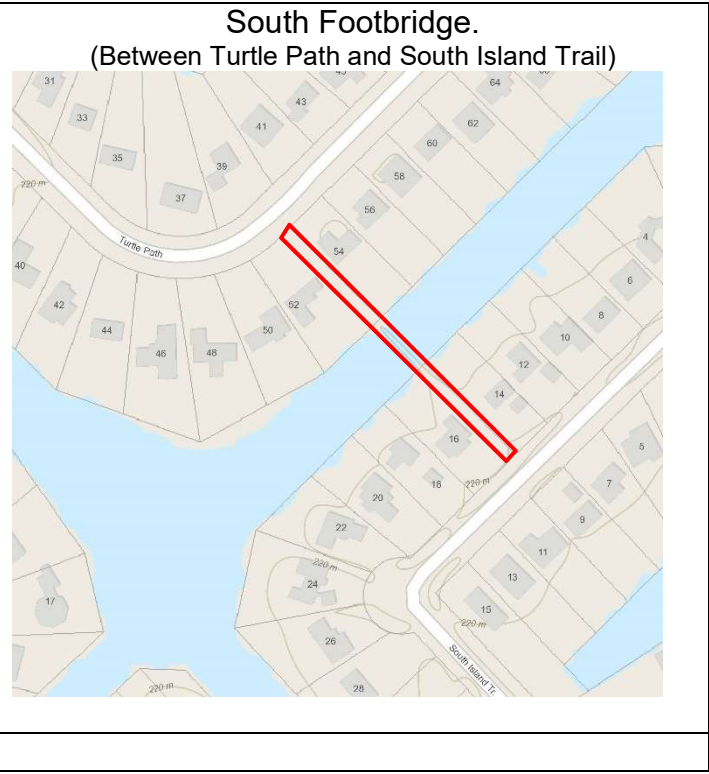
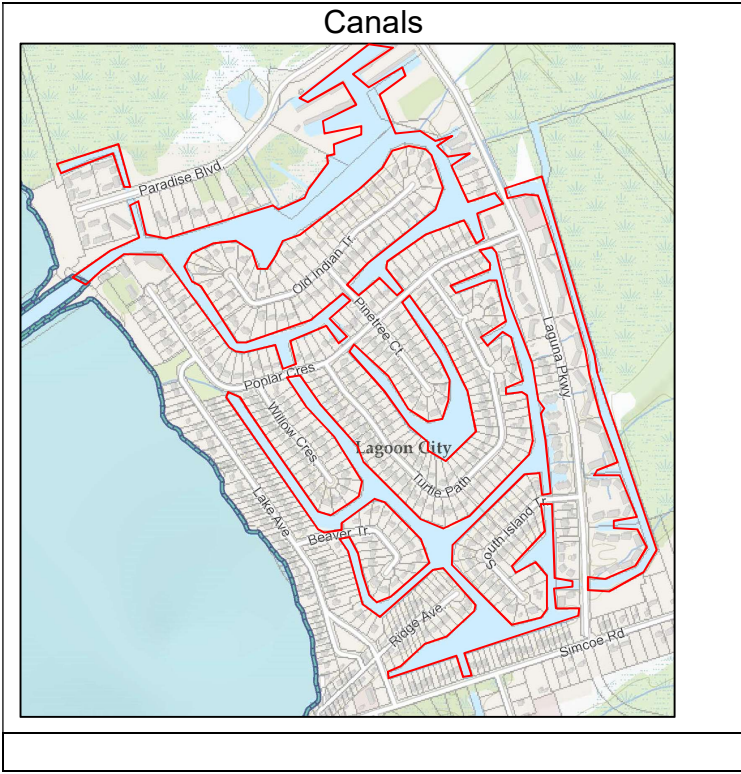
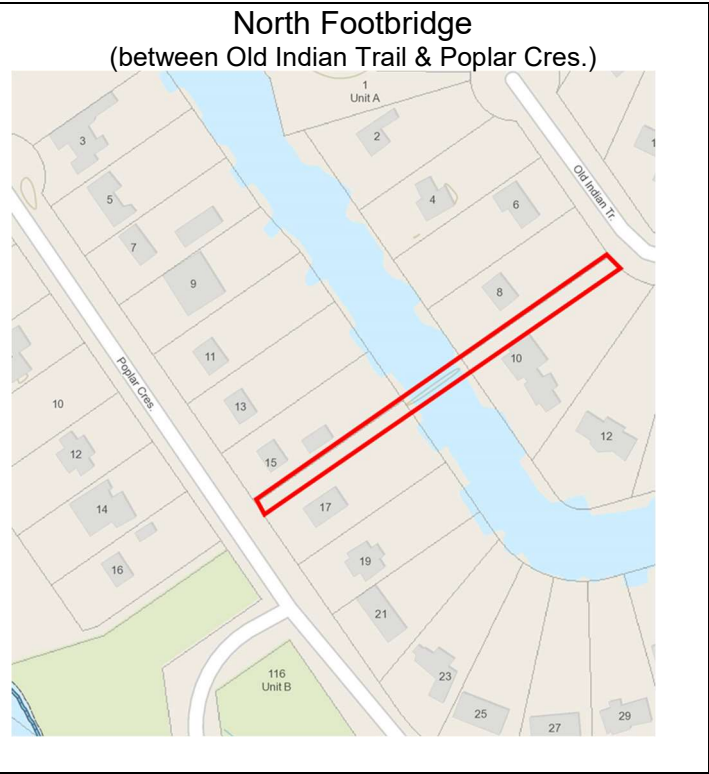
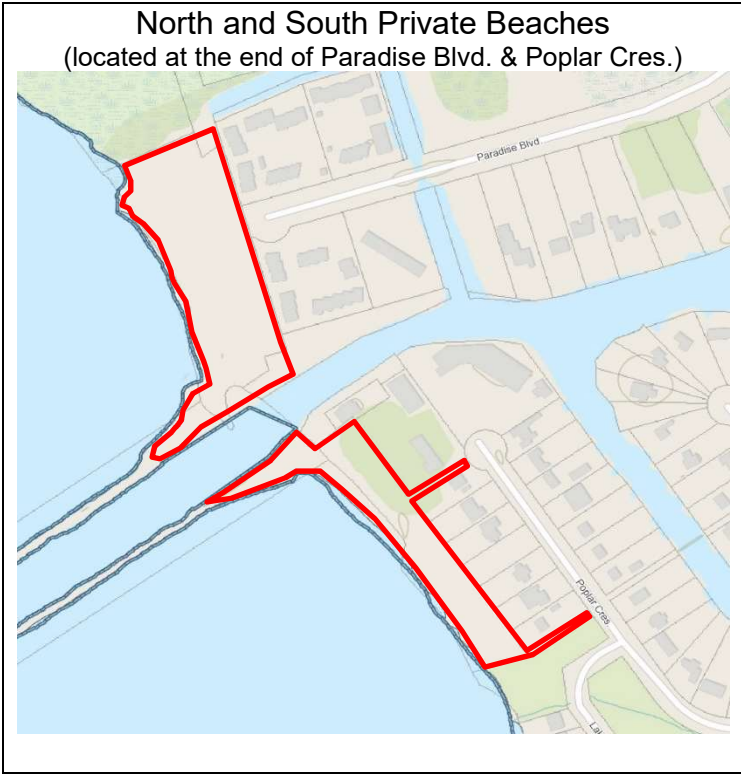
The Commission will provide the service provider with an operational and licenced pontoon boat with all required safety equipment. Boat operation requires the Bidder to wear all appropriate safety equipment while operating the pontoon boat.

The service provider will use the boat to perform the requirements of the contract and will be responsible to maintain it in good order, keep it supplied with fuel (at the Commission’s expense) and store it at days end at a location to be determined by the Commission.

16. ADDITIONAL WORK

Additional duties not listed in Section 14 may be assigned on a case by case basis. Such duties will be paid for outside of regular working hours at a rate to be agreed upon between the Commission and the Bidder.

17. AREAS TO BE MAINTAINED



18. DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Manager of Municipal Works or her designate, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the contractor shall, on the direction of the Manager of Municipal Works and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manor remove the cause of such damage to the satisfaction of the Manager of Municipal Works, including re-routing haul routes.

19. LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for the use on the specified work, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the contractor shall not cause or permit such vehicle to be loaded beyond its legal limit, whether such vehicle is registered in the name if the contractor or otherwise.

20. AWARD OF QUOTATION

The award of the tender will take the following into consideration:

- a. Expertise;
- b. Access to equipment possessing the required safety devices to conform to all regulations
- c. Availability;
- d. Reliability;
- e. Past Performance; and,
- f. Price.

21. HIGHWAY TRAFFIC ACT

The Bidder(s) of any equipment being used under hire by the Township shall be responsible to ensure the equipment is in full compliance of all statues of the *Highway Traffic Act*, R.S.O. 1990.

22. PRICING AND PAYMENT

The Bidder must provide monthly invoices accompanied by a record of work completed during said period. Payment at the quoted price shall be paid upon submission of invoice after completion.

23. HOURS OF WORK

It is anticipated that the successful Bidder will be required to work 15-20 hours per week; however, all work must be completed during weekdays between the hours of 7:00 a.m. to 4:30 p.m. The contractor may be called upon after hours or on weekends to carry out certain works, if required.

24. TERM OF QUOTATION

The term of this contract will begin on May 1 and continue until October 31 in each year. The Commission may extend the option to renew the contract up to three years, if agreed upon, in writing, by contractor and the Commission.

25. QUALIFICATIONS

The successful Bidder shall be a company of recognized standing at least three (3) years' experience in this type of work and have the necessary equipment and skilled labor to carry out the work adequately.

26. CONDITIONS

The Contractor has carefully examined the provisions, specifications and conditions attached to this quotation and has carefully examined the site and location of the work to be done and the Contractor understands and accepts the said provisions, specifications and conditions and, for the prices set forth in this tender, hereby offers to furnish all equipment, labour and other means of construction, furnish all materials except as otherwise specified and to complete work in strict accordance with the provisions, specifications and conditions attached to this quotation.

Attached to this quotation is a certified cheque in the amount specified in Section ii. General Overview subsection # 3 quotation deposit made payable to The Township of Ramara. The proceeds of the cheques shall, upon acceptance of this quotation, constitute a deposit which shall be forfeited to the Township if the Contractor fails to file with the Township an executed form of agreement for the performance of the work prepared by the Township in accordance with this quotation and the provisions, plans, specifications and conditions attached hereto within ten (10) days from the date of Acceptance of Quotation.

It is agreed that the quoted start and finish dates are estimates only and may be increased or decreased by the Township and/or the Commission without alteration of the quoted price.

27. SUBMISSION FORMAT & CONTENTS

25.1 General Format of Submission

The Township and/or the Commission **will not** accept any other format of the schedule I Items Prices other than that provided within this Request for Quotation. Schedule I Items and Prices are to be completed **in full** as provided in this document with no modifications, additions or deletions. **Failure to complete Schedule I as stipulated may result in disqualification of the bid submission.**

25.2 Contents of Submission

The Request for Quotation response submission should include the following information only and shall be submitted in the same sequence provided:

- I. Completed Bidder Information Form**
- II. Operator Experience.**
 - a. Provide a CVOR Abstract for your company.
 - b. Provide a current drivers abstract for all operators to be assigned to the Commission.
 - c. Provide proof of driver training for all drivers operating waste transportation systems for the Commission.
- III. Health and Safety:**
 - a. Provide a current and valid certificate of clearance from WSIB
 - b. Provide a copy of the confirmation letter of approved waste hauler (solid non-hazardous waste) under the EPA.
- IV. Provide all mandatory information as requested within Schedule I**
- V. Ensure Schedule I is initialed and dated.**
- VI. Completed Schedule II – Ability and Experience Form.**
- VII. Provide a completed Declaration of Accessibility Compliance Form.**

iii. TENDER DOCUMENTS

Quotation Form

Lagoon City Parks and Waterways Commission

Contract Maintenance

Documents to be enclosed with this form including but not limited to:

- Bidder Information Form
- Schedule I – Items and Prices
- Schedule II – Ability and Experience Form
- Declaration of Accessibility Compliance Form
- Health & Safety Information
- Watercraft Licence
 - Valid Boat Operator Licence 22 Foot Watercraft (min.)

28. BIDDER INFORMATION FORM

**BIDDERS MUST COMPLETE THIS FORM AND INCLUDE WITH THEIR SUBMISSION
PLEASE ENSURE ALL INFORMATION IS LEGIBLE.**

Company Name	
Contact Name	
Address (Including postal code)	
Office Phone #	
Toll Free#	
Cellular#	
Fax#	
E-Mail Address	
Website	
HST Account #	

I CERTIFY THAT ALL PRICES IN SCHEDULE I CONSTITUTE THE OFFICAL QUOTATION BID

NAME:

(PRINT)

AUTHORIZED SIGNATURE:

DATE:

Bidder(s) initials and date: _____

29. SCHEDULE I – ITEMS AND PRICES

The total bid price shall be all inclusive with H.S.T. extra

Any modifications of this form will result in the bid being disqualified. This form must be completed in full.

Item No.	ITEM DESCRIPTION	UNIT	TOTAL
1A	Maintenance for 2022 season	Lump Sum	\$ _____
1B	Additional Agreed Upon Work 2022	Price Per Hour	\$ _____ / Hour
2A	Maintenance for 2023 season	Lump Sum	\$ _____
2B	Additional Agreed Upon Work 2023	Price Per Hour	\$ _____ / Hour
3A	Maintenance for 2024 season	Lump Sum	\$ _____
3B	Additional Agreed Upon Work 2024	Price Per Hour	\$ _____ / Hour

Certified Cheque in the amount of \$ _____ is herewith enclosed.

Quotation price shall be good until _____, 2022.

30. SCHEDULE II – ABILITY AND EXPERIENCE FORM

The Bidder shall provide below three (3) separate customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE #1	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #2	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #3	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	

REFERENCE RELEASE FORM

I _____ (authorized signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the bidder

The Township reserves the right to call references if in its sole discretion finds a need to do so.

The Township reserves the right to check other references other than listed herein.

