



# **Township of Muskoka Lakes**

## **Request for Quotation**

**Q-2020-29**

**Bert Sims Road Dock Rehabilitation**

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# TOWNSHIP OF MUSKOKA LAKES

## PART I - QUOTATION CONDITIONS

### 1.0 Completion and Submissions of Quotations

- 1.1 Quotations shall be submitted on the Bid Form (Part II – Bid Form) included in this document and submitted via email to Jake Vincent at: [jvincent@muskokalakes.ca](mailto:jvincent@muskokalakes.ca)
- 1.2 Quotations shall be received until: **11:00 a.m. Wednesday, November 18, 2020.**
- 1.3 If the Bidder is a corporation, an authorized officer of the corporation shall sign and seal the Bid Form.
- 1.4 If the Bidder is a partnership, a minimum of two partners shall sign the Bid Form and signatures shall be witnessed.
- 1.5 If the Bidder is a sole proprietorship, the sole proprietor shall sign the Bid Form and the signature shall be witnessed.
- 1.6 All inquiries/questions regarding this RFQ are to be sent via email to Jake Vincent, Facilities Maintenance Foreman at: [jvincent@muskokalakes.ca](mailto:jvincent@muskokalakes.ca). Inquiries must be received no later than three (3) Business Days prior to the submission deadline. Unless otherwise addressed through an addendum, all responses to bid inquiries shall not be incorporated as part of the Contract or in any way change the Contract.

### 2.0 Basis of Award

- 2.1 The Township intends to hire the Bidder who submits the lowest acceptable bid by Total Bid Price. Upon formal notification of award the Bidder shall thereafter be known as the Contractor.

### 3.0 Addenda

- 3.1 Addenda will be sent to each Bidder via the same contact information that the quotation document was provided.
- 3.2 The Bidder shall ensure that all addenda that are issued are acknowledged and listed on the Bid Form.
- 3.3 The deadline for the issuance of addenda is no later than two (2) Business Days prior to submission deadline as specified in the Quotation or as amended by addendum.

#### **4.0 Irregular Bids**

4.1 The Owner shall be the sole judge of whether or not a bid is irregular.

#### **5.0 Unbalanced Bids**

5.1 The Bidder shall not submit an unbalanced bid.

5.2 The Owner shall have the right to:

- a) deem a bid to be unbalanced; and
- b) reject a bid which it deems to be unbalanced.

#### **6.0 Collusion**

6.1 The Bidder shall not engage in collusion of any sort and, in particular, shall:

- a) ensure that no person or other legal entity, other than the Bidder, has any undisclosed interest in the Bidder's quoted price; and
- b) prepare its bid without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a bid for the same work.

#### **7.0 Right to Accept or Reject Quotations**

7.1 Notwithstanding any other provision in this Contract, the Owner shall have the right to:

- a) accept any bid;
- b) reject any bid; and
- c) reject all bids.

7.2 Without limiting the generality of Part I, Section 7.1, the Owner shall have the right to:

- d) accept an irregular bid;
- e) accept a bid which is not the lowest bid; and
- f) reject a bid even if it is the only bid received by the Owner.

7.3 Acceptance of the bid shall occur at the time the Owner awards the Contract and not necessarily at the time the award is communicated to the successful Bidder.

#### **8.0 Contract Documents**

8.1 The Bidder shall obtain and review all Contract Documents as listed in the Bid Form including all Addenda issued by the Owner pertaining to this Contract.

#### **9.0 Errors, Omissions and Discrepancies in the Contract Documents**

9.1 If the Bidder finds any errors or omissions in or discrepancies among the Contract Documents, it shall immediately notify the Owner via the contact information

provided in the quotation.

9.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

**10.0 Irrevocability of Offer**

10.1 The Bidder shall not revoke its offer until after the expiration of sixty (60) days after the opening of bids by the Owner.

**11.0 Successful Bidder - WSIB Certificate of Clearance**

11.1 The successful Bidder shall provide the Owner with a valid Workplace Safety & Insurance Board Certificate of Clearance to the satisfaction of the Owner and in accordance with GC6.05 OPS General Conditions.

**12.0 Successful Bidder - Execution of Form of Agreement**

12.1 The successful Bidder shall execute in accordance with Part I, Section 1.0, in triplicate, the Form of Agreement provided in the Contract Documents.

12.2 The successful Tenderer shall forward the executed Form of Agreement to the Owner.

**13.0 Successful Bidder - Insurance**

13.1 The successful Bidder shall provide the Owner with an original Certificate of Insurance for each type of insurance coverage required by Section GC6.03 of the OPS General Conditions.

13.2 The successful Bidder shall carry insurance, pursuant to Section GC6.03.02 of the OPS General Conditions in the amount of at least TWO MILLION DOLLARS (\$2,000,000.00).

13.3 The successful Bidder shall carry insurance, pursuant to Sections GC6.03 of the OPS General Conditions which names the following as additional insured:

The Corporation of the Township of Muskoka Lakes  
P.O. Box 129, 1 Bailey Street  
Port Carling, ON, P0B 1J0

**14.0 Successful Bidder - Contractor's Responsibilities Sign-Off Form**

14.1 The successful Bidder shall provide the Owner a completed and signed *Contractor's Responsibilities Sign-Off Form* as per the Township of Muskoka Lakes Health and Safety Policy HS-007-PRO-B. A copy of the policy is available during bidding

upon request. The policy shall be provided to the successful Bidder upon notification of award.

**15.0 Successful Bidder - Time for Completion**

15.1 The successful Bidder shall complete the Work by February 5, 2021, and this shall be the date used for the calculation of Liquidated Damages as per Part I, Section 16.1 below.

**16.0 Successful Bidder - Liquidated Damages**

16.1 Pursuant to Section GC 8.02.09 of the OPS General Conditions, the liquidated damages shall be in the amount of:  
Two Hundred DOLLARS (\$ 200 ) per calendar day beyond the dates outlined for Completion, as determined in Part I, Section 15.1 above.

16.2 When applied, liquidated damages will be subtracted off the final submitted invoice prior to payment.

**17.0 Successful Bidder - Submission of Documentation**

17.1 The successful Bidder shall submit the documentation required by Part I, Sections 11, 12, 13 and 14 within seven (7) calendar days of the day the Owner notifies the successful Bidder that the documentation should be sent to the Owner.

17.2 If the successful Bidder fails to submit the required documentation within the timeframe stated above, the Owner may, in its sole discretion, withdraw its acceptance of the Bid and the Bidder shall have no recourse whatsoever against the Owner.

**18.0 Successful Bidder - Commencement of the Work**

18.1 The successful Bidder shall not commence the Work until it has received authority to proceed with the work as detailed in the Special Provisions as well as the fully executed Form of Agreement signed by both parties (Bidder and Owner) and a Purchase Order issued by the Owner.

**19.0 Successful Bidder - Vendor Performance Management Notice**

19.1 The contract resulting from this RFQ may be subject to performance evaluation conducted by the Owner. The Owner reserves the right to consider the results of this performance evaluation in the award of future contracts and/or in the selection of vendors for future work. Performance evaluation will be managed in accordance with Township policy HS-007-POL, "Contractor Activities and Control Policy" and Township Procurement Policy By-law 2004-161, as amended.

# TOWNSHIP OF MUSKOKA LAKES

## PART II - BID FORM

Quotation by:

\_\_\_\_\_  
NAME OF BIDDER  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL

after this called the “Bidder”.

### 1.0 Contract Documents

1.1 The Contract Documents for Quotation Number Q-2020-29 are:

- a) Part I – Quotation Conditions
- b) Part II – Bid Form
- c) Part III - Form of Agreement
- d) Part IV - OPS General Conditions
- e) Part V – General Special Provisions
- f) Part VI – Item Specific Special Provisions
- g) All Addenda issued pertaining to the Contract as acknowledged below:
  - Addendum No. \_\_\_ dated \_\_\_\_\_, 2020, No. of Pages \_\_\_
  - Addendum No. \_\_\_ dated \_\_\_\_\_, 2020, No. of Pages \_\_\_
  - Addendum No. \_\_\_ dated \_\_\_\_\_, 2020, No. of Pages \_\_\_

### 2.0 Bidder’s Declarations

- 2.1 The Bidder declares that it has obtained and read the Contract Documents.
- 2.2 The Bidder declares that it understands and agrees to be bound by the Contract Documents.
- 2.3 Without limiting the generality of Part II, Section 2.2 above, the Bidder declares that it has, at the time of bidding, fulfilled all of those obligations under the Contract which are required to be fulfilled by the time of bidding.
- 2.4 The Bidder declares that all information which it has provided or will provide to



the Owner is true.

**3.0 Bidder's Offer**

3.1 The Bidder offers to do the work in accordance with the Contract Documents.

3.2 The Bidder offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Part II, Section 4 below, in accordance with the Contract Documents.

**4.0 Schedule of Prices**

4.1 The Schedule of Prices attached is Section 4.2 of the Bid Form.

This offer is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
(only if required by Part I-1.0)

\_\_\_\_\_  
Signature of Bidder  
(Corporate Seal if required by Part I-1.0)

\_\_\_\_\_  
Signature of Bidder  
(Second Signature if required by Part I-1.0)

\_\_\_\_\_  
Print Name of Bidder(s)

**4.2 SCHEDULE OF PRICES – SUMMARY**

<b>CONTRACT NUMBER Q-2020-29 Bert Sims Road Dock Rehabilitation 1115 A Bert Sims Road Skeleton Lake</b>				
<b>Item</b>	<b>Spec. Code</b>	<b>Item Description</b>	<b>Price</b>	<b>Total</b>
1	SP-F-1	Removal and replacement of the Bert Sims Road Dock		
<b>Total Bid Price</b>				

4.3 All prices to be shown excluding HST.

**TOWNSHIP OF MUSKOKA LAKES**

**PART III - FORM OF AGREEMENT**

This Form of Agreement witnesses that a Contract was made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(after this called the “Contractor”)

**AND:**

**THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES**

(after this called the “Owner”)

**AND WITNESSES** that the Contractor and the Owner agree as follows:

**1.0** The Contractor shall perform the following work:

Contract Number Q-2020-29

Described as: Bert Sims Road Dock Rehabilitation  
Located at 1115 A Bert Sims Rd. Skeleton Lake

**2.0** The Contractor shall perform the work in accordance with the Contract

Documents listed on the Bid Form.

**3.0** The Owner shall pay the Contractor in accordance with the unit prices in the Schedule of Prices in the Bid Form pursuant to the Contract Documents.

**4.0** The provisions of the Contract Documents shall endure to the benefit of and be binding upon the Contractor and the Owner and their respective heirs, legal representatives, successors and assigns.

**IN WITNESS WHEREOF** the Contractor and the Owner have executed, in the manner required by law, this Form of Agreement.

\_\_\_\_\_  
*Signature*                      *Date*  
  
Contractor  
(Corporate Seal if required by Part I-1.0)

\_\_\_\_\_  
*Signature*                      *Date*  
  
Director of Public Works  
The Township of Muskoka Lakes

\_\_\_\_\_  
*Signature*                      *Date*  
  
Contractor  
(Second Signature if required by Part I-1.0)

\_\_\_\_\_  
*Signature*                      *Date*  
  
Witness  
(Only if required by Part I-1.0)

**TOWNSHIP OF MUSKOKA LAKES**

## **PART IV – GENERAL CONDITIONS OF CONTRACT**

### **1.0 OPS General Conditions of Contract**

- 1.1 The Contractor acknowledges that the general conditions of this contract are the Ontario Provincial Standard “OPS General Conditions of Contract” and shall apply to this contract. It is the responsibility of the Contractor to ensure that they have the correct document. For this contract the following version of the OPS General Conditions of Contract shall apply:

*OPS General Conditions November 2006 (OPSS.MUNI 100).*

# TOWNSHIP OF MUSKOKA LAKES

## PART V – GENERAL SPECIAL PROVISIONS

### SP-E-1

#### **1.0 Hours of Work**

- 1.1 No work shall occur outside of 7:00 am to 7:00 pm, Monday to Friday or on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday) without prior written approval of the Township Facilities Maintenance Foreman.

#### **2.0 After Hours Contact**

- 2.1 The contractor shall ensure that an authorized representative is available which can be contacted 24 hours a day, 7 days a week for emergency purposes.

#### **3.0 No Interruption of Service**

- 3.1 The Contractor shall make every effort to facilitate the movement of mail delivery, school, garbage collection and recyclable collection vehicles. If the work prohibits the ability of these vehicles to provide service, the Contractor, at no extra expense to the Owner, shall coordinate with the affected service to undertake this work

#### **4.0 Extra Work, Additional Work and/or Changes in the Work**

- 4.1 No Extra Work, Additional Work and/or Changes in the Work shall be completed without the prior written approval of the Contract Administrator.
- 4.2 Extra Work, Additional Work and/or Changes in the Work must be identified as such by the Contractor when submitting the request for approval and no claims shall be made related to delays by the Contractor in requesting approval to complete Extra Work, Additional Work and/or Changes in the Work.
- 4.3 Despite anything stated elsewhere in the Contract, approval from the Contract Administrator shall be received before completing any Extra Work, Additional Work and/or Changes in the Work. Failure to obtain prior written approval may result in non-payment for this portion of the work.

#### **5.0 Contractor Performance**

- 5.1 Any undue delays in the execution of the work and/or costs incurred to the Township due to inefficiencies in performance by the Contractor shall be deemed to be the

responsibility of the Contractor and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the Contractor by subtracting it off the Contractor's invoice.

5.2 The Contractor shall be notified in writing of any such delays and/or costs and be provided opportunity to correct the inefficiencies to the satisfaction of the Contract Administrator before any costs will be applied.

5.3 Failure to comply with any term, condition or requirement of this quotation could result in notification of default as detailed in OPSS.MUNI 100. If a contractor is found to be in default on one item in this Contract, they shall be considered in default on all items in this Contract.

## **6.0 Subcontract of Work**

6.1 This agreement may not be assigned or subcontracted in whole, or in part, without prior written consent of the Director of Public Works. All other conditions of OPSS.MUNI 100 in relation to subcontracting shall apply.

## **7.0 Protection of Public Work and Property**

7.1 The Contractor shall provide continuous and adequate protection of all work from damage and shall protect Township property and any affected private property from injury or damage arising from or in connection with this work. The Contractor shall make good any such damage or injury at no cost to the Township.

7.2 The Contractor will be responsible for repairing all damage to infrastructure and for providing immediate notification to the Township of any damage along with a schedule of actions to correct such damage. The Township will provide immediate notification to the Contractor of any damages observed as a result of the contract work.

## **8.0 Occupational Health and Safety**

8.1 For the duration of the contract, the contractor shall adhere at all times to all conditions as outlined in the Occupational Health and Safety Act and all policies and practices adopted by the Township of Muskoka Lakes. The Contractor will be required to review and sign the Township of Muskoka Lakes *Contractor's Responsibilities Sign-Off Form (Township of Muskoka Lakes Health and Safety Policy HS-007-PRO-B)*.

# TOWNSHIP OF MUSKOKA LAKES

## PART VI – ITEM SPECIFIC SPECIAL PROVISIONS

### SP-F-1

#### **1.0 Scope of Work**

- 1.1 The work shall consist of the removal of the existing dock and construction of a new dock as specified.
- 1.2 Removal of the existing dock is to include full removal of the existing dock structure and all associated elements including, but not limited to, the deck, stringers and foundation including piles or cribs
- 1.3 During demolition, the Contractor shall make sure all debris is removed from the site during and upon completion of the dock.
- 1.4 All disposal costs shall be the responsibility of the contractor.
- 1.5 The new dock shall be built in the same location of the existing dock and match the dimensions of the existing dock.
- 1.6 Materials used for the cribbing shall consist of 8”x8” Douglas Fir timbers, with 6”x8” Douglas Fir stringers and 6”- 8” crib stone. Decking and Fascia shall consist of Pressure Treated lumber.
- 1.7 The Contractor may request a site visit with the Facilities Maintenance Foreman or an agent of the Owner.
- 1.8 Upon completion of the dock, the Contractor shall notify the Facilities Maintenance Foreman for an inspection of the dock and site.
- 1.9 The Contractor will be responsible for all permits and Engineering if required.
- 1.10 The Contractor shall abide by all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws at all times relative to the performance of the work.

#### **2.0 Completion of the Work**

- 2.1 The work must be completed by or February 5<sup>th</sup>, 2021 unless mutually agreed to by both parties.

- 2.2 Once the Contractor begins the Work, the Work shall proceed continuously until the full contract is completed, unless otherwise requested by the Township Facilities Maintenance Foreman and within the constraints of the hours of work identified in this contract.
- 2.3 A minimum of 5 business days' notice must be provided to the Township Facilities Maintenance Foreman before the Contractor can begin work.

### **3.0 Payment**

- 3.1 Payment at the contract price for the tender items shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents.
- 3.2 The Township shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Accounts Payable Department at [ap@muskokalakes.ca](mailto:ap@muskokalakes.ca). All invoices must include a summary of the specific locations and lengths included on the invoice. All invoices related to this quotation shall reference the RFQ number and the purchase order number provided.
- 3.3 The Township's standard payment term is net thirty (30) days but failure to submit an invoice with the required information could result in delay of payment.
- 3.4 The Township pays the Harmonized Sales Tax (HST) where applicable and should be shown separately on the invoice. The Contractor shall include the HST Registration Number on all invoices.
- 3.5 The Township may hold back an additional 10% on each invoice or until such time proof of material quality and specification is provided to the satisfaction of the Director of Public Works.