



Township of Muskoka Lakes

Request for Quotation

Q-2020-18

**Remove and Install
Eaves trough and Downspouts for Bala
Arena**

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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 Greig Young gyoung@muskokalakes.ca
- 1.2 Quotations shall be received until: **9:00 a.m. Tuesday July 21st/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 Greig Young gyoung@muskokalakes.ca Inquiries must be received no later than one (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. If addenda are issued outside of this deadline, bid submission deadline will be extended.

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 FIVE MILLION DOLLARS (\$5,000,000.00).

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 Friday September 18th/2020 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:
Zero DOLLARS (\$ 0) 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.

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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-2020-18 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 _____, 2019, No. of Pages ___
 - Addendum No. ___ dated _____, 2019, No. of Pages ___
 - Addendum No. ___ dated _____, 2019, No. of Pages ___
 - Addendum No. ___ dated _____, 2019, No. of Pages ___
 - Addendum No. ___ dated _____, 2019, 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

<p align="center">CONTRACT NUMBER Q-2020-18 Removal & Installation of Eaves Trough, down piping, and repairs for Eaves Bala Arena</p>						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1		Remove & dispose old trough	6" steel trough	135 metres		
2		Remove & dispose old downspouts	4" X 3" downpipe	57 metres		
3		Install new 6" Aluminum trough with leaf shield.	6" Aluminum trough & leaf shield	135 metres		
4		Install new downspouts of extra-large 4" square downpipes & make necessary repairs to eaves	4" Square Aluminum downpipe	57 metres		
Total Bid Price						

- 4.3 All prices to be shown excluding HST.
- 4.4 It is understood that the estimated quantities in the foregoing schedule are solely for the purpose of facilitating the comparison of bids and the Bidder's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less shown herein.
- 4.5 The quantities shown in this Quotation are an estimate only and are not a guarantee of amount of material to be supplied under this contract. The Township of Muskoka Lakes reserves the right to adjust quantities without a change in the unit price.
- 4.6 The unit price shall govern whenever the total amount bid for an item does not agree with the extension of the quantity and the unit price and the total item amount and Total Bid Price shall be adjusted accordingly.

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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 _____

Described as Remove & Install Eaves Trough, Downpipes & Repairs to eaves (fascia,etc.)

- 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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Date</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Date</i>
Contractor (Corporate Seal if required by Part I-1.0)		Director of Public Works The Township of Muskoka Lakes	

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Date</i>
Contractor (Second Signature if required by Part I-1.0)	

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Date</i>
Witness (Only if required by Part I-1.0)	

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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 – ONTARIO PROVINCIAL STANDARDS STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

1.0 OPS Standard Drawings and Specifications

- 1.1 The Contractor acknowledges that certain standard drawings and specifications, which are provisions of this Contract, have *not* been reproduced for inclusion in the Contract Documents.
- 1.2 The Contractor acknowledges that the standard drawings and specifications referred to in the Contract Documents are the Ontario Provincial Standard Drawings (OPSD) and Ontario Provincial Standard Specifications (OPSS) as produced and amended by the government of the Province of Ontario.

The Contractor shall obtain its own copy of the standard drawings and specifications.

Only the municipal and provincial common standards on OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents.

- 1.3 The Ontario Provincial Standard Drawings (OPSD) which are provisions of this Contract include, but are not limited to:

Section does not apply for this project.

TOWNSHIP OF MUSKOKA LAKES

PART VI – 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 Thursday or 7:00 am to 12:00 pm on Fridays or on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday) without prior written approval of the Township Contract Administrator.

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)*.

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PART VII – ITEM SPECIFIC SPECIAL PROVISIONS

SP-F-1

1.0 Scope of Work

- 1.1 Successful Proponent will remove the old steel trough and downpipes from both sides of the Bala Arena (1009 Maple Avenue, Bala).
- 1.2 Successful Proponent will dispose of old trough and downpipes.
- 1.3 Successful Proponent will install new white 6” Aluminum eaves trough (440’- 220’ per side or 135 metres) on the east and west sides of the Bala Arena. Trough will be carried by Aluminum continuous hanger system. Owner would request that the trough have as few of seams as possible to prevent leaks in the future, and that all seams will be properly sealed to prevent leaks (factoring in the expansion and contraction of the metal due to weather conditions). Note*** There are repairs required for the aluminum fascia around the building which needs repairs. Proponent will view these sections of fascia that need repair and the cost will be included in the quote.
- 1.4 Successful Proponent will install continuous leaf shield to prevent the troughs from filling up with leaves, acorns, etc.
- 1.5 Successful Proponent will install a minimum of four full lengths of down pipes (184’ or 57 metres of down piping) to get rid of the volume of water coming off the main Arena roof.
- 1.6 Successful Proponent will complete all necessary repairs to the eaves (i.e. fascia, etc.). As stated in 1.8, those Contractors that are submitting a quote for this work should view the work prior to submitting a bid to fully understand the scope of the work required.
- 1.7 At the completion of the project, the Successful Proponent will clean up the site of any debris, rubbish, or excess materials from the site. On the west side of the Arena where the Arena Staff and neighbouring Branch 424 of the Bala Royal Canadian Legion volunteers drive vehicles the Proponent will clean area of all screws.
- 1.8 It is the responsibility of the contractor to view the site prior to bidding and ask any questions to ensure the scope of the work is fully understood and appropriately priced.
- 1.9 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 Friday November 27th/2020, unless mutually agreed by both parties.
- 2.2 Once the Contractor begins the Work, the Work shall proceed continuously until the Work is completed, unless otherwise requested by the Contract Administrator and within the constraints of the hours of work identified in this contract.
- 2.3 A minimum of 48 hours notice must be provided to the Contract Administrator before the Contractor can begin work.

3.0 Traffic Control

- 3.1 All traffic control shall be the responsibility of the Contractor. The Contractor shall develop and implement Traffic Control plans in accordance with the most recent versions of the Ontario Traffic Manual Book 7 and supply all traffic control signs, equipment and personnel as required.

4.0 Quantities are Estimated

- 4.1 The quantities shown in this Tender are an estimate only and are not a guarantee of amount of work to be completed under this contract.
- 4.2 Despite anything stated elsewhere in this Contract, the Township of Muskoka Lakes reserves the right to adjust quantities without a change in the tendered unit price and shall not be responsible for any additional costs incurred as a result of exercising this right.

5.0 Payment

- 5.1 Payment at the contract price for the tender item(s) shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents.
- 5.2 Payment shall be made based on the actual quantity completed based on the contract price.
- 5.3 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. All invoices related to this quotation shall reference the RFQ number and the purchase order number provided.
- 5.4 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.

- 5.5 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.
- 5.6 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.