

THE CORPORATION OF THE TOWN OF COBOURG



CO-21-17 PRK – SHRUB AND GARDEN BED MAINTENANCE

**REQUEST FOR QUOTATION
CO-21-17 PRK
SHRUB AND GARDEN BED MAINTENANCE**

2021 - 2023

MAY 1 - OCTOBER 31

THE CORPORATION OF THE TOWN OF COBOURG

PARKING LOT, PROPERTY AND GARDEN MAINTENANCE

QUOTATION

Sealed Quotations will be received by the undersigned until **2:00 P.M., Tuesday, May 13** for the following parking lot, property and garden maintenance:

1. Clock Tower Park shrub beds (New Amherst Blvd)
2. Barn Park shrub beds on Caddy Dr
3. Linear Park shrub beds (new Amherst area) – Park between Wilkens Gate & New Amherst Blvd
4. Milestone Park shrub beds (Linear West Park) – Wilkens Gate to Leonard St
5. Pine Park shrub beds – south west on Fisher & McMurdo
6. West Park Village Packet shrub beds at (Prince of Wales & Carlisle)
7. Chris Garrett Park on Birchwood Trail – 2 beds
8. LAVIII shrub beds on D’Arcy Street south of CCC west side

Questions can be submitted by email to the Manager of Parks, Rory Quigley rquigley@cobourg.ca. Deadline for question submission is 4:00pm., May 12, 2021

If you are interested, please submit, **in a sealed envelope**, your quotation on the attached form, complete the attached WSIB and Liability Insurance forms, with the following Quotation Label securely attached to the front of your sealed envelope, and **return by 2:00pm May 13, 2021 to:**

Mr. Brent Larmer
Manager of Legislative Services/Municipal
Clerk
The Corporation of the Town of Cobourg
55 King Street West
Cobourg, Ontario K9A 2M2
Tel: 905-372-4301



THE CORPORATION OF THE TOWN OF COBOURG

QUOTATION RECEIPT LABEL

THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED ENVELOPE CONTAINING THE QUOTATION

**ALL QUOTATIONS MUST BE RECEIVED AT:
LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2
905-372-4301**

<i>COMPLETED BY DEPARTMENT ISSUING TENDER BID</i>	
TENDER BID NUMBER:	CO-21-17 PRK
TENDER BID NAME:	SHRUB AND GARDEN BED MAINTENANCE
CLOSING DATE:	Thursday, May 13, 2021
CLOSING TIME:	2:00 P.M.

<i>COMPLETED BY COMPANY SUBMITTING TENDER BID</i>	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

<i>LEGISLATIVE SERVICES USE ONLY</i>		
TENDER BID RECEIPT:		
DATE:	TIME:	INITIALS:

<i>LEGISLATIVE SERVICES USE ONLY</i>			
TENDER BID OPENING:			
DATE:	TIME:	INITIALS:	INITIALS:

By-law 016-2012, Purchasing Policy (est March 19, 2012)
Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,
"All tender bids will be issued from and received at the office of the Municipal Clerk, located at the
Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,
using the appropriate label or envelope as provided in bid package."

EXAMINATION OF SITES:

Each contractor submitting a quotation must examine each location listed on page 2 of this document to fully inform themselves of existing conditions by personal examination. All locations listed are to be carefully examined. No plea of ignorance of conditions or difficulties which may be encountered in the execution of the work hereunder by failure to make such inspections or investigations will be accepted as sufficient reason for failure on part of successful bidder to fulfil all requirements of the contract.

GOVERNMENTAL REQUIREMENTS:

The contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Order-in-Council and By-laws which could in any way pertain to the work outlined in the quotation or to the employees of the contractor.

OCCUPATIONAL HEALTH AND SAFETY ACT OF ONTARIO

- (1) The Town of Cobourg is the employer with respect to the Occupational Health and Safety Act. The contractor shall be responsible for compliance with all Provisions, Regulations and Orders under the **Occupational Health & Safety Act** and in addition will meet not only the minimum standards prescribed under such **Act**, Regulations and Orders but will also meet all safety standards established by industry practice or any industry associations applicable to the industry of which the contractor is part.
- (2) The contractor acknowledges that the contractor's obligations relating to the **Occupational Health & Safety Act** and safety standards include the following:
 - (a) an obligation to provide a safe work environment;
 - (b) an obligation to educate and train all workers;
 - (c) an obligation to provide its workers with written instructions for work procedures, especially for all dangerous types of work;
 - (d) an obligation to obey the Occupational Health & Safety Policy of the Town of Cobourg and ensure that this Health & Safety Policy is followed in the performance of all of the work under the contract. It shall be an obligation of the contractor to follow its own Occupational Health & Safety Policy and provide a copy of its Health & Safety Policy to the owner as a part of the contract;
 - (e) an obligation to ensure that all of its subcontractors have an Occupational Health & Safety Policy in place and it is followed on this project;
 - (f) an obligation to take every reasonable precaution in the circumstance for the protection of its workers.
- (3) The contractor shall also be responsible for the actions of and ensure that all subcontractors comply with the provisions of the **Occupational Health & Safety Act** and the provisions of this contract which shall also be deemed to apply to any subcontractor of the contractor.
- (4) Any breach of the provisions of this agreement relating to the health and safety standards of the

obligations under the **Occupational Health & Safety Act** or any Laws, Regulations or Orders made pursuant thereto shall be deemed to be a material breach under the terms of this agreement giving rise to an ability on the part of the owner to terminate the contract by the contractor for material default.

- (5) The contractor indemnifies and agrees to save harmless the owner from and against all claims, costs and damages of any nature and kind whatsoever brought as a result of the breach of the obligations of the contractor hereunder or any default or negligence of the contractor hereunder or under the provisions of the **Occupational Health & Safety Act** and Regulations including legal costs on a solicitor and client basis, the cost of retaining and paying for expert witnesses, the cost of time lost for preparation and attendance at any legal proceedings, any costs associated with defending, paying any fines or other compensation under or dealing with any charges under the **Occupational Health & Safety Act** or Regulations.

FREEDOM OF INFORMATION AND PRIVACY ACT:

Information collected on this quotation form is collected in accordance with the Corporation's purchasing policy and will be used to determine the successful bidder. The information contained on the quotation form is considered to be public information and is available for public viewing once the opening of the quotation document has taken place.

LIABILITY INSURANCE:

- (1) The contractor shall supply a certified copy of the contractor's policy of insurance, naming the Corporation of the Town of Cobourg as one of the insured parties and to cover the work to the date of completion, such insurance to be non-cancellable for the insurer as against the Municipality during the term of agreement, for at least the following limits:
 - a) Comprehensive liability insurance providing personal injury limits of at least \$5,000,000.00 inclusive in any one accident and for property damage of at least \$5,000,000.00 inclusive in any one accident.
 - b) Insurance as in (a) for licensed motor vehicles owned by or operated on behalf of the contractor.
- (2) The contractor agrees to indemnify and save harmless the Town of Cobourg from all manner of action, causes of action, claims or demands for or by reason of or in any way arising out of the works performed pursuant to this agreement.
- (3) Insurance certificate to be provided by successful bidder one (1) week prior to the signing of this agreement. Failure to provide a current insurance certificate prior to the signing of this agreement shall disqualify the bidder.

INSURANCE CERTIFICATES:

Liability Insurance Certificates and Workplace Safety & Insurance Board Clearance Certificates shall be provided at the signing of the contract and shall be re-issued no later than April 1st of each year of the contract.

WORK PERFORMANCE REFERENCE:

Each bidder is requested to provide three (3) references from persons or companies for whom you have performed work within the last twenty-four (24) months. Also, references must be for work of the same nature that is called for in the contract.

If you have performed work for any municipalities/board/committee within the past twenty-four (24) months, please ensure that you use them as one of your references. Failure to do so may result in disqualification.

1. Name: _____

2. Address: _____

3. Telephone: _____

1. Name: _____

2. Address: _____

3. Telephone: _____

1. Name: _____

2. Address: _____

3. Telephone: _____

PUBLIC PROTECTION:

The contractor shall provide all protection necessary for the public in the performance of this work, including the supply and erection of proper signs, barricades and adequate warning lights as may be required for the protection of the public either day or night.

SPECIAL PROVISIONS – GENERAL:

COVID-19 Pandemic

At the time of issuing this Request For Quotations (RFQ) it is unknown how long the COVID-19 pandemic situation will continue along with the resultant State of Emergency Orders and related restrictions imposed by the Government of Ontario and other levels of government.

Without limiting the parties' mutual obligation to mitigate the impact of the current and future COVID-19 related restrictions on the performance of their respective obligations under this Contract, the parties acknowledge and agree that if renewed, additional or increased COVID-19 related restrictions are imposed, and those restrictions impact the ability for the work called for under this RFQ to continue, then the Contract Time shall be extended for such reasonable duration as the Town and the Contractor shall agree based on the prevailing circumstances. The extension of time shall not be less than the delay/time lost as a result of renewed, additional or increased COVID-19 related restrictions that limit the ability for the work called for under this RFQ to continue, unless the Contractor agrees to a shorter extension.

The Contractor shall not be entitled to payment for costs incurred due to such delays and lost time. Should renewed, additional or increased COVID-19 related restrictions require the Town to make a determination with respect to the essential nature of the work called for under this RFQ the Town will do so at its sole discretion. The Contractor shall not be entitled to any payment by the Town as a result of such decisions and determinations as the Town may be required to make.

The Contractor will be required to submit a plan that outlines how the Contractor will address the requirements of all COVID-19 related restrictions in the context of the Work called for under this RFQ. This shall include, but not be limited to required social distancing, hygiene and personal protective equipment measures for the Contractor's employees as well as Town of Cobourg staff and their representatives and regulatory agency staff required to attend the site along with the general public.

SUBCONTRACTING:

Subcontracting is not permitted throughout the term of this agreement.

COMMENCEMENT OF WORK:

The contractor shall perform this work beginning May 1 and ending October 31 of each year of this agreement, under the direction of the Manager of Parks or his designate. Start / finish dates may be changed / extended at the discretion of the Manager of Parks or his designate.

WORK TO INCLUDE BUT NOT LIMITED TO:

- 1) **Weekly maintenance** to consist of weed removal from gardens, trimming shrubs, trees etc, litter pick up, adding Town supplied mulch / wood chips when required.
- 2) Any plantings that require replacement are to be approved by the Manager of Parks or his designate. Contractor to provide cost to replace said plantings. The Town of Cobourg reserves the right to supply replacement plantings and have the contractor replant.

- 3) The Town of Cobourg reserves the right to add or remove Parks and property maintenance and garden maintenance locations.
- 4) Contractor to provide daily time sheets to the Manager of Parks. Time sheets provided will include, but not limited to: date, location, start - stop times, operations performed at each location. Time sheets are to be submitted to the Manager of Parks the day after maintenance performed at any of the locations. Timesheets may be submitted by emailed.

TERMS AND CONDITIONS:

- 1) The Town of Cobourg reserves the right to accept or reject any or all of the quotations submitted in response to this request. The Town of Cobourg reserves the right to award the work to other than the lowest cost proposal. The lowest cost proposal will not necessarily be accepted.
- 2) If the Town of Cobourg adds new locations for maintenance the contractor may submit, in writing, a request for price adjustment to the hourly, monthly or location rates.
- 3) The Town of Cobourg reserves the right to have the contractor adjust his / her rates to reflect the removal of maintenance locations. All rate adjustment requests shall be in writing.
- 4) The Town of Cobourg reserves the right to select one of the following quoted rates only: monthly, hourly or location rate which best suits its needs.
- 5) The Town of Cobourg reserves the right to terminate the contract at any time if the work performed by the contractor is unsatisfactory / incomplete or due to budget constraints in any given year. Notice of termination shall be in writing.
- 6) All quoted prices to exclude HST.

TERM OF CONTRACT:

The term of this contract is to be for a period of three (3) seasons, beginning:

May 1 - October 31, 2021
May 1 - October 31, 2022
May 1 - October 31, 2023

There is an option for the Town to extend the contract for an additional two (2) seasons:

May 1 – October 31, 2024
May 1 – October 31, 2025.

Notes:

1. The unit prices bid are in effect from May1, 2021 – October 31, 2023.
2. Should the Town elect to extend the contract an additional two (2) seasons, the unit prices bid shall be adjusted by 2.0% upwards to establish 2024 and 2025 prices. Should the Town elect to extend the annual program, unit prices for 2024 will be established by adding 2.0% to the established 2023 unit prices and adding 2.0% to the established 2024 unit price for 2025.

SHRUB AND GARDEN BED MAINTENANCE
QUOTATION

To: Town of Cobourg:

RE: WORKPLACE SAFETY & INSURANCE BOARD - LIABILITY INSURANCE

1. **WSIB**

Firm Number: _____

2. **Liability Insurance**

Name of Firm: _____

Address: _____

Amount: \$ _____
((\$5,000,000 Min.)

This is to certify that the above-named firm has complied with all the requirements of the WorkPlace Safety And Insurance Board and all employees are covered by same, and that all equipment furnished to the Municipality carries liability insurance.

Date: _____

Name: _____

Address _____

Witness Signature

Position Held of Signing Official

QUOTATIONS ARE REQUESTED IN THE FOLLOWING MANNER:

1.) MONTHLY RATE FOR ALL LOCATIONS: _____

2.) HOURLY RATE PER LOCATION: _____

3.) INDIVIDUAL LOCATION MONTHLY RATE AS PER LOCATIONS LISTED ON PAGE 2:

Location 1: _____

2: _____

3: _____

4: _____

5: _____

6: _____

7: _____

8: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER:

FAX NUMBER:

EMAIL:

REPRESENTATIVE:

(PLEASE PRINT)

SIGNATURE:

DATE:

(Note: this section below to be completed only upon awarding of contract.)

I / WE hereby agree that the work specified in the contract will be performed in strict accordance as outlined in the contract.

Print Name

Print Name

Signature of Contractor

Signature on behalf of Town of Cobourg

Date

Date