

RFQ #2014-10

**TOWN OF MINTO  
5941 Highway #89  
Harriston, ON N0G1Z0  
Telephone 519-338-2511 Fax 519-338-2005**

**REQUEST FOR QUOTATION #2014-10  
REQUEST FOR NEW STREETLIGHTS ON TORONTO ST IN  
PALMERSTON**

AUGUST 25 2014

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**FORM OF QUOTATION**

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

It is agreed that the quotation quantities are estimated only and may be increased or decreased by the Town of Minto's Public Works Director or designate, without alteration of the contract unit price.

All pages of this document shall be returned with the quotation submission, and all pages of this document shall be initialed by the bidder in the space provided.

I/We the Contractor hereby certify that we will commence work on Schedule A, and to diligently perform the work continuously without undue delay and further promise to complete the work on or before November 14th, 2014

BY:

Firm, Contractor

Or Individual Name \_\_\_\_\_

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

Telephone: \_\_\_\_\_

I have authority to bind the company.

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

Accepted on behalf of the Town of Minto:

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

## SUBMISSION INSTRUCTIONS

### S.1 *Definitions*

The following definitions shall apply throughout the Quotation:

“Agreement” refers to the agreement between the Town of Minto and a Contractor.

“Award” refers to the selection by the Town of a successful Quotation for the provision of engineering services in this Quotation process.

“Contractor” refers to any person or corporation participating in this request for proposal process.

“Water/Sewer Maintenance Foreman” refers to the Water/Sewer Maintenance Foreman for the Town of Minto.

“Director” refers to the Public Works Director for the Town of Minto.

“Town” refers to The Town of Minto.

“ESA” Electrical Safety Authority

“Supply Authority” refers to Westario Power

### S.2 *Submission Requirements*

- a) **Two** copies of the Quotation shall be submitted in a sealed envelope clearly marked with the Quotation number and title (enclosed):

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- b) Quotations must be addressed to Brian Hansen, Public Works Director of the Town of Minto, 5941 Highway #89, Harriston, Ontario NOG 1Z0, and must be received by the Town of Minto no later than the Closing Date and Closing Time of:

**1:00 pm (EASTERN STANDARD TIME)**

**on**

**September 25, 2014**

- c) The Contractor shall assume all responsibility and risk with respect to the means it selects to deliver a Tender or Quotation to the Town.
- d) Before being placed in the quotation box, the Proposal will be marked by the Director, or designate, with the time and the date that the Quotation was received.
- e) On the Closing Date, commencing at 1:00 p.m., the Proposal envelopes will be opened and the names of the Contractors that have submitted Proposals will be recorded by the Opening Committee in the Town of Minto office. The Quotations will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- f) The Town will not accept a response to this Quotation by facsimile or other electronic device.
- g) All Quotations must be typewritten. Erasures, overwriting or strike-outs shall be initialled by the person signing the Quotation.
- h) Late Quotations will be returned unopened.

**S.3 *Privilege Clause***

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a quotation, or recall the quotation at a later date:

- (a) When only one bid has been received as a result of the quotation;
- (b) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods or service;
- (c) When all bids received fail to comply with the specifications of the tender terms and conditions;
- (d) Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a quotation. Selection of the successful quotation shall be subject to approval by the Council of the Town of Minto.

**S.4 *Any Communications***

Any communications regarding this quote send to the attention of Wayne Metzger: Water/Sewer/Maintenance/Foreman.

**S.5 *Withdrawal or Revision of Quotations***

- a) A Contractor may withdraw or revise all or part of a Quotation at any time up to the Closing Date and Closing Time. The last Quotation received shall supersede and invalidate all Quotations previously submitted by that Contractor for this Quotation.
  
- b) A Contractor may withdraw or revise his or her Quotation bid at any time up to the official closing time by letter bearing his or her signature and seal as in his or her bid submitted to the Director. The letter shall supersede and invalidate all quotations previously submitted by the Contractor.

**S.6 *Alterations or Variations***

No alterations or variations of the Agreement shall be valid or binding upon the Town of Minto unless authorized in writing.

**S.7 *Accuracy of Quotation and Related Documents***

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Quotation, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the Quotation documents other than those prepared in writing. In no event shall Contractors rely on any oral statement by the Town or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

**S.8 *Oral Explanation or Interpretation***

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the Document.

**S.9 *Due Diligence***

Contractors are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their proposal.

**S.10 Contractor's Responsibility**

It will be the Contractor's responsibility to clarify with the Town any questions with respect to the Quotation documents in accordance with the procedure set out in S.4 Any Communications before submitting their Proposal.

**S.11 Addendum**

By the issuance of a cancellation or addendum, the Director may cancel the quotation, revise, delete, add to or substitute any part of the Document; extend the Closing Date or provide an explanation or interpretation.

**S.12 Quotation Costs**

The Town will not be responsible for any costs incurred by a Contractor in preparing and submitting a Quotation.

**S.13 Claims or Litigation**

The Town reserves the right not to accept a Quotation from or make an Award to any Contractor, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, Quotations or business transactions.

**S.14 Freedom of Information**

The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under S.4 Any Communications.

**S.15 Non-Lobby**

If any Director, Water/Sewer/Maintenance Foreman employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, or any Director, Water/Sewer/Maintenance Foreman, officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under S.4 Any Communications, whether before or after the submission of the Proposal, the Town will be entitled to reject the Quotation. The requirement does not extend to any public deputation that may be made to any Town committee.

## **TERMS OF REFERENCE**

### **1.0 INTRODUCTION**

The intent of this Quotation is to retain a competent contractor to provide all necessary requirements to perform any application of materials and equipment essentials needed to fulfill the Town of Minto's request. The following Terms of Reference outline the work as contemplated by the Town and are for guidance only.

The work shall include the supply of appropriate.

### **2.0 ACCEPTANCE OF QUOTATION**

NOTE: Any or all quotations not necessarily accepted. Town of Minto reserves the right to reject any or all quotation without stating a reason. Quotations are to be initialed at the bottom of each page and all spaces to be completed in full for quotation to be accepted.

### **3.0 ITEMS**

The successful bidder agrees to supply and apply all equipment and materials to fulfil the terms of this contract as specified in this agreement for the areas described in Schedule "A".

### **4.0 WEIGHING AND MEASURING**

When the contract is accepted by the specified unit price, the price per unit shall include measurement supplied by the Contractor. The Contractor shall supply to the Town proof of measurement of the product supplied.

### **5.0 QUALITY CHECK**

The successful bidder agrees that if any discrepancy in the quality of the work exists between the contractor and the Town, an engineering firm shall be engaged at the Contractor's expense, and the findings will be compared to the appropriate ESA Standards pertaining to the specifics of this quotation. Acceptance or rejection of the completed work shall then be at the discretion of the Town.



## **6.0 APPLICATION AND INSPECTION**

The Contractor shall apply the material/procedure to the specified area(s) in Schedule "A".

Material/procedure shall only be applied to the area(s) in the presence of the Water/Sewer/Maintenance Forman, or designate. No material/procedure shall be placed between sunset and sunrise except as instructed by the Road foreman, or designate. In all cases, the Contractor shall inform the Town of the proposed time of operations.

## **7.0 EQUIPMENT TO BE PROVIDED**

The contractor shall have at their disposal for this work all necessary equipment and tools to fulfil all requirements of this quotation, and shall supply all appropriate signage, equipment and personnel to conform with OTM Book 7.

## **8.0 SUPPLY AND SOURCE OF MATERIAL**

The Town reserves the right to reject any supplier and or materials at the sole discretion of the Town of Minto. The Contractor is to provide all material and source of material as per the terms of this contract. The Town of Minto will supply one 8 foot aluminum pole mount arm, 6 aluminum cement pole arms, 6 cement poles, 7 LED cobra head fixtures and 7 photo controls.

## **9.0 COMPLETION**

The application of this procedure as specified shall complete this job by November 14, 2014.

Once the work has commenced, the contractor shall ensure that the work progress to completion without delays. The only exception to this will be due to weather conditions not being suitable to apply the proper procedure. The Director or the Water/Sewer/Maintenance Forman will be notified.

## **10.0 LIQUIDATED DAMAGES CLAUSE**

It is agreed by the parties to the contract that in case all the work called for under the contract is not finished or completed by October 31<sup>st</sup>, 2014 as set forth in this special provisions, damage will be sustained by the Town of Minto. It is and will be impractical and extremely difficult to ascertain and determine the actual damages which the Town will sustain in the event of and by any reason of such delay and the parties therefore hereto agree that the Contractor will pay to the Town the sum of one-thousand Dollars (\$1,000.00) for liquidated damages for each and every calendar days delay in finishing the work beyond October 31<sup>st</sup>, 2014. It is further agreed that this amount is an estimate of the actual damage to the Town which will accrue during the period in excess of the prescribed completion date.

The Town may deduct any amount due under this clause from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages under this clause are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Town.

## **11.0 INSURANCE**

Upon award of the quotation, the successful bidder must furnish to the Town, at their expense, certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. This shall be provided, minimum one week, 7 calendar days prior to the commencement of any work. Failure to do so will result in a \$500.00 per day charge up to the scheduled starting date. If this documentation is not provided, it will result in the termination of the contract immediately. The certificate(s) in the amounts listed below are to be provided:

\$5 million – commercial general liability

\$5 million – automobile

\$5 million – environmental liability

Such policy shall contain:

- a “Cross Liability” clause or endorsement;
- an endorsement certifying that the Town of Minto is added as an additional insured;
- An endorsement to the effect that the policy or policies will not be altered; cancelled or allowed to lapse without thirty days prior written notice to the Town of Minto.

The successful bidder shall carry environmental impairment liability insurance covering the work and services described in this agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such

policy shall provide coverage for an amount not less than five million (\$5,000,000) dollars.

## **12.0 HEALTH AND SAFETY**

The Town of Minto is serious in its application of Health and Safety protocols. The Consultant is expected to adhere to all legislated and regulated health and safety regulations. When working on the road side the Contractor must adhere to the Ontario Traffic Manual – Book 7 – Temporary Conditions. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Town. The Contractor shall provide to the Town a copy of their Health and Safety policy, or a written statement that they have a workplace Health and Safety policy in effect.

## **13.0 WSIB**

The Contractor shall provide the Town with a WSIB certificate of clearance, minimum one week prior to the start of the work. Failure to do so will result in a \$500.00 per day charge up to the scheduled starting date. If this documentation is not provided, it will result in the termination of the contract immediately.

## **14.0 REGULATIONS AND LAWS**

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-laws and Regulations relative to the performance of the work.

## **15.0 PAYMENT**

The Town of Minto agrees to pay the Contractor on or before the 15<sup>th</sup> day of each month during the lifetime of the agreement for the previous month's work, for invoices received by the last business day of each month. The Town of Minto will retain 10% of each invoice amount as a "hold-back". The entire hold-back will be paid out within 30 days of completion of the project, provided all work is to the satisfaction of the Town of Minto.

## **16.0 WITHDRAWAL**

The Town reserves the right to withdraw, at its discretion, this quotation at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

**17.0 QUALITY ASSURANCE TESTING**

All necessary analysis of products/materials used specific to the Quotation shall be supplied by the contractor, and payment for the above shall be deemed to be included in the unit price.

**18.0 INDEMNITY**

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

**19.0 PRICING**

New Street Lighting on Toronto ST in Palmerston.

The Total Price: \_\_\_\_\_

Estimated available start date: \_\_\_\_\_

Completion date: November 14, 2014

Dated at \_\_\_\_\_, Ontario this \_\_ day of \_\_\_\_\_ 2014.

Submitted by Company \_\_\_\_\_

Name of firm or individual (Herein referred to as the Contractor)

Signed \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_

**SCHEDULE "A"**

Contractor to install=

- One 60 amp 120/240 street light service panel with meter base feeding off pole #642 on Toronto ST. The underground service will be mounted on 6"x6" pressure treated posts near pole # 642.
- Will run underground hydro line to feed the 5 poles on Toronto St. There will be directional drilling and back hoe work completion.
- The poles , arms , light fixtures and photo controls will be supplied by the Town of Minto.
- Contractor to install poles , arms , light fixtures , and wire the lights.
- All poles to be back filled with P stone.
- There will be one pole mounted arm, light fixture and photo cell plus wiring and in line fuse kit.
- Contractor will install new pole, light fixture, photo cell and wiring to existing underground 10/2 service line that will need weather proof junction box. The address is 103 Main Street Palmerston.
- Contractor will be responsible for site clean-up.
- Contractor will obtain all locates and Hydro inspections.
- Contractor will install poles approximately 48.8 metres apart. NOTE: May have to adjust dependent on infrastructure.
- Length of excavation will be approximately 245 metres.

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New Street Lighting on Toronto ST in Palmerston

