

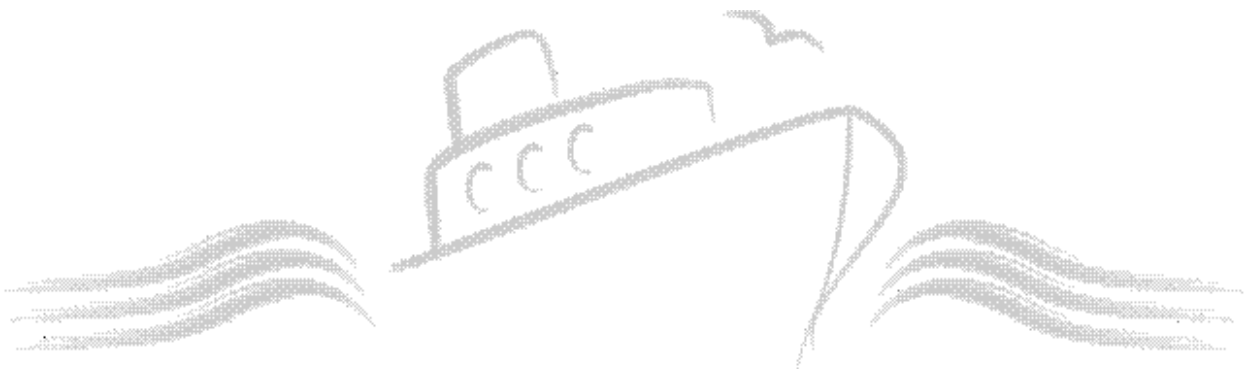
The Corporation of the City of Thorold

Project No. PDS2019-02

By-law Violation Rectification – Landscape Control

*Request for Proposal
Information to Bidders and Specifications*

Due no later than 2:00 pm, Friday, June 26, 2019



Where Ships Climb The Mountain...

All Inquiries should be directed to:

Jason Simpson, CBCO
Chief Building Official
905-227-6613, ext. 244

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The Corporation of the City of Thorold

Project No. PDS2019-02

Request for Proposals

By-law Violation Rectification – Landscape Control

A. INFORMATION TO BIDDERS

1. General Description

- 1.1 The City of Thorold is seeking proposals to establish a contract relationship for a three (3) year term with a contractor for the cleanup of Property Standards and Clean Yards By-law violations. The proposed work would be on an on-call basis at a set fee as established by the response to this Request for Proposal.
- 1.2 All firms or persons submitting proposals shall have demonstrated experience in the performance of landscaping activities.
- 1.3 All inquiries are to be directed to:

Mr. Jason Simpson, CBCO
Chief Building Official
3540 Schmon Parkway, P.O. Box 1044
Thorold, Ontario L2V 4A7
Telephone: 905-227-6613, Ext. 244

2. Delivery of Proposals

Proposals will be received by:

Ms. Donna Delvecchio
City Clerk
3540 Schmon Parkway, P.O. Box 1044
Thorold, Ontario, L2V 4A7

up to **2:00 p.m.**, local time on **Friday, June 26, 2019**. Under no circumstances will proposals be considered after this time, on the same date, at City Hall, City of Thorold. Proposals must be plainly marked to reveal the contents and the Bidder's name and address.

3. Opening of Proposals

The proposals will be opened publicly at **2:05 p.m.** local time, on the same date at City Hall, 3540 Schmon Parkway, Thorold, Ontario. Prices as submitted will **not** be read aloud during the opening of the proposals. The receipt of submissions and by whom they were submitted will be read aloud and recorded as per the City of Thorold Procurement Policy.

4. Proposal Procedure

Proposals shall be submitted in a sealed envelope.

The envelope shall be marked with the project number and the name as identified on the cover of this package and shall contain:

- i) The Form of Proposal, including the itemized Proposal and Bidder's Experience form as part of the complete Contract Documents.
- ii) **Three (3)** signed copies of the agreement.

5. Site Location

The sites will vary with each individual case file and can be throughout the entire City of Thorold, including: Thorold, Thorold South, Allanburg, Port Robinson and St. Johns.

6. Omissions and Discrepancies

Should a bidder find discrepancies in or an omission from the contract documents, or should they be in doubt as to their meaning, they should notify the Corporation, who may issue a written addendum.

No oral interpretations shall be made to a bidder as to the meaning of any of the Contract Documents or be effective to modify any of the provisions of the Contract Documents. ***Every request for any interpretation shall be made in writing to the Corporation.***

Should the Chief Building Official issue an addendum during the proposing period, the bidder shall include same as part of this Contract.

7. Taxes

The Contractor shall NOT include any amount in his proposal for the Harmonized Sales Tax (HST). Any amount to be levied with respect to the HST will be included as a separate item at the bottom of the page of the Form of Proposal and included as part of the Total Proposal Price. The Contractor will be required to make the appropriate remittance to Revenue Canada in accordance with the applicable legislation.

8. Ability and Experience of Bidder

This contract will not be awarded to any bidder who does not furnish satisfactory evidence that the bidder has suitable ability and experience in this class of work and that they have sufficient capital and plant to enable the bidder to prosecute and complete the same successfully and to complete it within the time named in the contract.

9. Proposal Evaluation

- 9.1 Each proposal will be evaluated based on pricing, abilities and experience to determine the successful bidder.
- 9.2 The lowest bidder will not necessarily be awarded the contract as the proposals will be subject to the evaluation process outlined in 9.1 which will determine the successful bidder.

10. Right to Accept or Reject Proposals

The Corporation of the City of Thorold reserves the right to reject any or all proposals or to accept any proposal should it be deemed in the interest of the Municipality to do so.

11. Irregular Proposals

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected in accordance with the City of Thorold's Procurement Policy.

12. Withdrawal or Qualification of Proposals

A bidder who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that form in this contract.

13. Contract

Any contract between the successful bidder and the Corporation of the City of Thorold is sufficient to the execution by both parties of a written agreement incorporating the terms and conditions of the contract, including those set out below as **General Conditions of Contract**.

B. GENERAL CONDITIONS OF CONTRACT

14. Liability Insurance

A certified copy of the Third Party Liability in a form satisfactory to the City Solicitor as follows:

- i) The successful bidder must furnish the City, upon request at his/her own expense, a certified copy of a liability insurance policy covering public liability and property damage for no less than two million dollars (\$2,000,000.00). The form must be to the satisfaction of the City and be in force for the entire contract period. The policy must contain:
 - a) a Cross-Liability clause or endorsement
 - b) an endorsement certifying that the Corporation of the City of Thorold and the successful bidder are included as an additional named insured
 - c) an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City.
- ii) Standard Automobile Policy on both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) Bodily, Injury and Property Damage with a deductible not greater than one thousand dollars (\$1,000.00).

15. Failure to Execute Contract

Failure to execute the contract and to file satisfactory insurance policies and Workplace Safety and Insurance Board clearance certificate as required herein within the fourteen (14) days of Notice of Award shall be just cause for the cancellation of the Contract Award.

The Corporation shall then have the right to award the contract to any other bidder or to abandon the results and conduct a new Request for Proposal.

16. Occupational Health and Safety Act

Where required, the contractor shall, before commencing work on the project, give the Director of the Ministry of Labour notice in writing, with a copy to the Corporation, in accordance with the provisions of the Occupational Health and Safety Act. A copy of all notices received by the contractor from the Ministry of Labour shall be forwarded to the Corporation within twenty four (24) hours of receipt of the same.

Should an Inspector discover an infringement of the Occupational Health and Safety Act, the Corporation will request the contractor to correct the problem. If this is not done, he will order that all work cease until the problem is corrected and will immediately inform the Local Ministry of Labour Inspector of the situation. No claims will be entertained as a result of delays caused by work stoppages for safety infringements.

A time to review the City of Thorold Health and Safety Policy **must** be arranged for and the City of Thorold Health and Safety form must be completed within four (4) weeks of official award of this project, and must be completed prior to the commencement of work.

17. Workplace Safety and Insurance Board - Coverage

Prior to commencing the work and prior to receiving payment on Substantial and Total Performance of the work, the Contractor shall provide evidence of compliance with the requirements of the province or territory of the Place of the work with respect to Workplace Safety and Insurance coverage, including payments due thereunder. At any time during the term of the contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by himself and his subcontractors.

18. Workplace Safety and Insurance Board - Final Certificate

On completion of the work and before the final payment is made, the contractor shall furnish a certificate from the Workplace Safety and Insurance Board indicating that he is in good standing. This certificate may be required from time to time during the progress of the work on demand by the Chief Building Official.

19. Regulations

The works involved shall comply with all Municipal and Provincial regulations which are applicable thereto. Without limiting the generality of the foregoing, the contractor's attention is brought to the Ontario Building Code, and the Occupational Health and Safety Act.

20. Contact Information

The Contractor shall supply to the City, in writing, the name, address and telephone number of the contact which the City shall forward all written and verbal correspondence to.

21. Assignment of Work

The City shall issue a written directive to complete the required work. The directive shall include the location and all related details outlining the specific items to be removed. The directive shall also indicate the Officer responsible for the case file.

22. Commencement and Completion of Work

- 22.1 Upon receipt of a written directive, the contractor shall commence the work within three (3) business days and complete the work within five (5) business days.
- 22.2 Where the requested work is unable to be commenced or completed within the stipulated time, the work shall be scheduled with the Officer responsible for the case file. Any and all scheduled extensions must be approved by the Chief Building Official for the City of Thorold.
- 22.3 Where the Contractor has scheduled more than three (3) extensions to the time lines identified in 22.1, the Corporation of the City of Thorold shall have the right to cancel the contract and take the necessary steps to secure a new contractor.

23. Duration of Contract

This contract shall commence at 12:01am on July 3, 2019 and shall end at 11:59pm July 2, 2022. This contract may be cancelled at any time for reasons identified in 22.3 of this document.

24. Set Fees

The fees submitted in the form of proposal shall be fixed for the duration of the contract.

25. Billing

An invoice shall be submitted to the City of Thorold upon successful completion of the work associated with each directive.

26. Scope of Work

- 26.1 This contract for Landscape Control may involve any or all of the following activities. Each property will be assessed individually and only necessary works will be requested where by-law violations exist.

Various Activities

- < lawn cutting
- < field cutting
- < trimming of hedges, bushes, trees
- < removal of excessive grass and clippings

- 26.2 All items listed in a directive issued by the Officer responsible for the case file, shall be remediated in accordance with Section 22 of this document and shall be disposed of in the manner stipulated in Section 27 of this document.

27. Disposal of Materials and Clean Up

- 27.1 All waste materials generated as a result of the work shall be deposited at a Waste Disposal Site certified by the Ministry of the Environment or another approved location. The Contractor shall provide the Ministry License Number of the Certified hauler and Ministry License Number of the Disposal Site, upon the request of the Corporation of the City of Thorold.

- 27.2 The Contractor shall be responsible to, unless otherwise specified, patch and repair and make good all areas affected by the directed works. All surplus tools, temporary structures, equipment, etc., shall be removed by the Contractor as the work proceeds.

All labour, material and equipment costs incidental thereto shall be deemed to have been included as part of the proposal.

28. Protection of Adjacent Properties

The Contractor will be responsible for all necessary measures to prevent damage to any adjoining properties.

If, during the progress of the work, a condition develops which might endanger such adjoining properties, the Contractor shall notify the Officer responsible for the case file, who represents the Corporation, forthwith, and the work, insofar as it affects the adjoining properties, shall be stopped until the necessary measures to prevent damage have been completed.

29. Insurance Claims

Claims or alleged claims received by the contractor under the appropriate clause of the General Conditions of the contract shall be dealt with immediately by the contractor.

If a claim is settled to the satisfaction of the claimant, the contractor shall submit to the Chief Building Official a copy of the claimant's release.

If a claim or alleged claim is rejected by the contractor and/or their insurance company, the contractor shall report this fact, in writing, to the Corporation.

Should the contractor be unable to resolve the claim within two (2) weeks after receipt of such claims, they shall report to the Corporation, in writing, the steps being taken with respect to the claim.

30. Contractor Indemnity

The Contractor shall indemnify and hold harmless the Corporation of the City of Thorold and their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of, or attributable to the Bidder's performance of the contract, providing that any such claims, damage, loss or expense are caused by a willful or negligent act or omission of the Bidder or anyone for whose act they may be liable.

31. Accessibility for Ontarians with Disabilities Act, 2005

The City is committed to the accessibility of principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

32. Confidentiality

The City will treat all bids as confidential. The City will comply with the *Municipal Freedom of Information and Protection of Privacy Act*, and its retention by-law pursuant to the *Municipal Act*, in respect of all bids. All Public Reports approved by the Council of the City will become public information. Such Public Reports will not include bid documents. The City will not return or destroy any copies of any unsuccessful bid.

The Corporation of the City of Thorold

Project No. PDS2019-02

Form of Proposal

The Mayor and Members of Council of the Corporation of the City of Thorold, hereinafter called the Municipality.

**Proposal for Project No. PDS2019-02
By-law Violation Rectification - Landscape Control**

By: (Name of Contractor providing Proposal)

Address:

Name of Person signing for Firm:

Position of Person signing for Firm:

I/We, the undersigned, having carefully examined, understood and accepted the Provisions, Specifications and Conditions attached hereto, each and all of which form part of this proposal, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construct, all materials, the work in strict accordance with the Provisions, Specifications and Conditions hereto attached for the prices shown in the attached Schedule of Prices, which forms part of this proposal.

I/We hereby agree that notification of acceptance of this proposal shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

LANDSCAPE CONTROL - UNIT PRICES

	UNIT PRICE ⁽¹⁾	MINIMUM HOURS	HST
GRASS CUTTING			
Residential Area	\$ /hr	\$
Commercial Area	\$ /hr	\$
Rural Lot (field)	\$ /hr	\$
Empty Residential Lot	\$ /hr	\$
TREE/BUSH/HEDGE TRIMMING			
Trimming	\$ /hr	\$
MISCELLANEOUS PRICES⁽²⁾			
_____	\$	\$
_____	\$	\$
_____	\$	\$

⁽¹⁾ NOTE: All labour, material and equipment costs incidental thereto shall be deemed to have been included in the above proposal prices.

⁽²⁾ NOTE: The Miscellaneous Prices section is not mandatory to be completed but is present to allow for a location for any additional pricing as proposed by the Contractor to be identified as part of this proposal. (i.e. Additional equipment costs, disposal fees, etc.)

I/We hereby agree that the work specified in the contract will be performed in strict accordance with the Contract Provisions, Specifications and Conditions, and that the above work shall be completed **in accordance with Section 22 of this document** as set out herein.

..... Company Name Contractor s Signature
..... Address	
..... Telephone Number Contractor's Seal
..... Fax Number Witness
 Witness

Statement A - Bidder's Experience

As an integral part of this proposal, the bidder shall list here their experience in work of a similar nature to that being proposed, which they have successfully completed.

For whom:

Year	Contract	Performed	Value of work performed

Statement B – Bidder's Plant and Equipment

As an integral part of this proposal, the bidder shall provide below, a statement giving the location and description of the construction plant

Name	Address	Trade

Statement C - List of Sub-Contractors

As an integral part of this proposal, the bidder shall include here the name, address and the work or trade of each sub-contractor that the contractor intends to employ on this project. (Use a separate sheet if necessary)

After the proposal has been accepted by the Corporation, the bidder shall not be allowed to substitute other sub-contractors in place of these named in his tender without written approval from the Chief Building Official.

Name	Address	Trade

The Corporation of the City of Thorold

Project No. PDS2019-02

Agreement

By-law Violation Rectification - Landscape Control

THIS AGREEMENT MADE IN DUPLICATE THIS DAY OF, 20...

BETWEEN:

of the

In the Regional Municipality of Niagara, and the Province of Ontario,

Hereinafter called the Contractor

THE PARTY OF THE FIRST PART

--- and ---

THE CORPORATION OF THE CITY OF THOROLD

Hereinafter called the Municipality

THE PARTY OF THE SECOND PART

WITNESSETH, that the part of the First Part, for and in consideration of the payment of payments specified in the proposal for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of evaluation and, to the satisfaction of the Chief Building Official, to do all the work as described hereinafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the project specifications and proposal therefore, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications and Conditions attached to the proposal and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all stipulations hereof have been embodied herein to.

DESCRIPTION OF WORK - PROJECT NO. PDS2019-02
BY-LAW VIOLATION RECTIFICATION - LANDSCAPE CONTROL

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the Proposal Information entitled Commencement and Completion respectfully.

The Contractor agrees that any monies due the Municipality as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the Contractor for all work done, the unit prices on the proposal.

This Agreement shall ensure to the benefit of and the binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHERE OF, the Contractor and the Municipality have hereunto signed names and set their seals on the day first above written.

Signature of Contractor witnesses
and positions held

Contractor's Seal

CORPORATION OF THE CITY OF THOROLD

Mayor

Clerk

Signature of designated Municipal Officers
and positions held

Seal of the Municipal Corporation