



Township of Tehkummah

## **NOTICE OF REQUEST FOR PROPOSAL**

**RFP No. 2022-004**

# **Upgrades to John Budd Park and Bowerman Trails Located at 3 Church Street South Baymouth, ON**

**ISSUE DATE:** Friday, September 2, 2022

**OPTIONAL SITE WALK-THROUGH DATE:**

Monday, September 12, 2022 Noon EST

**RFP CLOSING DATE:** Monday, September 19, 2022 Noon EST

Documents can be obtained on the Township's website:  
[www.tehkummah.ca/notices](http://www.tehkummah.ca/notices) or by calling 705-859-3293  
or sending an email to: [clerk.administrator@tehkummah.ca](mailto:clerk.administrator@tehkummah.ca)

**LOWEST OR ANY REQUEST FOR PROPOSAL NOT NECESSARILY ACCEPTED**

456 Hwy 542A, P.O. Box 24  
Tehkummah, Ontario P0P 2C0  
705-859-3293  
[www.tehkummah.ca](http://www.tehkummah.ca)

## **RFP DOCUMENT INDEX**

### Section

- A. General Information
- B. Terms of Reference
- C. RFP Submission Requirements

## Section A: General Information

### 1. Scope of RFPs

The Corporation of the Township of Tehkumma seeks RFPs from qualified bonded Contractors to complete upgrades to:

John Budd Park and Bowerman Trails, 3 Church Street, South Baymouth

### 2. Project Requirements

- Site Walk-through is Optional
- Provide all materials, professional external contractors, and internal staff needed to complete upgrades to: John Budd Park and Bowerman Trail at 3 Church Street in South Baymouth
- Responsible for obtaining all applicable licences and/or permits
- Contractor shall be responsible for any repairs required due to any installation procedures or product deficiencies within the first 12 months from the date payment with no further cost to the Township.

### 3. Terms of this Request for RFPs

The Terms of Reference for this Project are set out in Section B of this document and the requirements are set forth in Section C. All sections of this document combined comprise the Request for RFP to plan, source, provide, and complete upgrades to: John Budd Park & Bowerman Trail at 3 Church Street in South Baymouth.

### 4. Questions and Clarifications

All questions pertaining to the matters in this RFP shall be directed in the following manner:

- a) Submitted via email to the Township of Tehkumma at [clerk.administrator@tehkumma.ca](mailto:clerk.administrator@tehkumma.ca)
- b) Questions shall be submitted by no later than 12:00 pm (noon EST) on Wednesday, September 14, 2022.
- c) Answers to all qualifying questions will be emailed to those posing the questions and will also be posted on the Township's website [www.tehkumma.ca](http://www.tehkumma.ca) on Friday, September 16, 2022 by 4:00pm.

## **5. Addenda**

The Township may choose to issue an addendum to provide clarification or additional information to interested parties. The Addenda will be distributed to all who have submitted questions and will be posted to the Township's website. The information will be distributed to the contact information provided; therefore, the onus is on interested parties to ensure the Township has correct contact information. It is the consultant's ultimate responsibility to ensure they have received all addenda.

## **6. Freedom of Information**

Any personal information required on the Submission Form is received under the authority of Municipal Freedom of Information and Protection of Privacy Act. This information will be an integral component of the RFP submission.

All written Submissions received by the Township will become public record, once a Submission is accepted by the Township of Tehkumma and a contract is signed, all information contained in them is available to the public, including personal information. Consultants are reminded to clearly identify in their Submission material, any specific, scientific, technical, commercial, proprietary, intellectual, or similar confidential information, the disclosure of which would cause them injury or damage.

Questions about the collection of personal information and Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, M.56, as amended, should direct all enquires to Township of Tehkumma Clerk/Administrator, Barbara Grigg [clerk.administrator@tehkumma.ca](mailto:clerk.administrator@tehkumma.ca).

## **Section B: Terms of Reference**

### **1. Context & Purpose**

The Township of Tehkumma seeks RFPs from qualified bonded Contractors to plan, source, provide, and complete upgrades to John Budd Park & Bowerman Trail at 3 Church Street in South Baymouth.

### **2. Project Area**

The site referred to as John Budd Park & Bowerman Trail at 3 Church Street in South Baymouth is to be further identified at the site walk-through.

### **3. Scope of Work**

The project may be started on the award date and completion shall be no later than March 31, 2023 to complete the requirements as outlined in Section A.2 and as discussed at the Optional Site visit.

Proponent will communicate with the Clerk/Administrator or designate to ensure that the project scope is understood, and the components are clear.

## **Section C: Request for RFP Procedures**

1. All inquiries concerning the RFP shall be prior to posted questioning date and time and shall be directed to:

Township of Tehkumma,  
456 Highway 542A, PO Box 24, Tehkumma, ON P0P 2C0

clerk.administrator@tehkumma.ca (to inquire only)

(705) 859-3293 – TOWNSHIP OFFICE

2. Acceptance notification will be by telephone and written form of notice to the address of the Contractor used on the bid forms. The date of acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor. An RFP may be voided by superseding it with a later RFP letter of withdrawal, prior to the closing date and time.

### **3. BASIS OF REJECTION OF RFP**

RFPs not confirming to the following requirements will be disqualified:

- a) RFP must be legible, in ink, by typewriter or by printer.
- b) RFP must be in possession of the Township by the closing date and time
- c) RFP must be on the municipal bid form provided
- d) RFP must be signed and sealed by an authorized official of the bidding organization. A joint RFP must be signed and sealed by each company.
- e) All items must be bid
- f) RFP must not be restricted or modified in any way.
- g) RFP to be submitted in sealed envelope and clearly marked "John Budd Park & Bowerman Trail Upgrades"

### **4. BASIS OF PAYMENT**

Payment at the Contract Price shall be compensation in full for performing the work specified in the RFP item and for the supply of all labour, permits, equipment, and materials, (except as otherwise provided in the RFP), necessary to complete the work to the satisfaction of the Township.

### **5. COMPLETION DATE**

The Contractor shall complete the work by March 31, 2023.

If the time limit above is not sufficient to permit the completion by the Contractor working a normal number of hours, the Contractor shall make changes to the permit work to be completed by the above date and advise the Clerk/Administrator to ensure no conflicts. All additional costs incurred shall be deemed included in the price bid for the work.

## 6. PAYMENT TERMS

Payment will be made in response to the Contractor's Invoice. This payment will be made when all work has been completed to the satisfaction of the Clerk/Administrator. Payment to the Contractor shall be verified from measurements taken and recorded by the Clerk/Administrator.

## 7. CONTRACTORS TO INVESTIGATE

Contractors must satisfy themselves by personal examination of the Township requirements and site to assess the methods and general requirements of the work.

## 8. GOODS AND SERVICES TAX

Unit and / or lump sum pricing shall not include the Harmonized Sales Tax.

## 9. VARIATION OF QUANTITIES

Due to budgeting constraints the quantity of work may be adjusted dependent upon the proposed unit prices. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease the quantities identified in the RFP Form.

## 10. CONTRACTORS EXPERIENCE, ABILITY, CAPITAL, AND PLANT

The Township expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to implement and complete the contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

To aid the Township in determining the responsibility of each Contractor, the following statements are required as part of the RFP Form:

### a. STATEMENT "A" – CONTRACTOR'S EXPERIENCE FOR REFERENCE

Stating the Contractor's experience in similar work that was successfully completed.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**b. STATEMENT “B” – LIST OF SUB-CONTRACTORS**

Give the name and address of each proposed Subcontractor used in making up the RFP and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**c. STATEMENT “C” – LIST OF SUPPLIERS**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**d. REFERENCES**

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the O.P.S. General Conditions of Contract, September 1999. The O.P.S. General Conditions and supplementary General Conditions have not been reproduced as part of these Contract Documents. It will be the Contractor’s responsibility to obtain current copies of these documents.

**e. PRICING REQUIREMENTS**

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B to the point specified therein.

All prices shall include applicable taxes, customs duties, excise tax, freight, insurance, and all other charges of every kind attributable to the work. The prices shall not include Harmonized Sales Tax.

**11. DAMAGE BY VEHICLES AND OTHER EQUIPMENT**

If at any time, in the opinion of the Public Works Superintendent, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor’s vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of Public Works Superintendent, and at the Contractor’s own expense, make changes in or substitutions for such vehicles or other equipment; or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Clerk/Administrator.

## **12. SPILLS REPORTING**

Spills or discharge of pollutants or contaminants under the control of the Contractor and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall for with be reported to the Clerk/Administrator. Such spills or discharges and their adverse side effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

## **13. INSURANCE REQUIREMENTS**

The Contractor covenants and agrees to indemnify and save harmless the Township from and against any and all claims for loss, costs, damages, and or compensation and legal expenses the Township may incur as the direct or indirect result of the work operation described herein being carried out by the Contractor. The Contractor shall secure and maintain at his/her expense during the duration of this contract, general comprehensive liability insurance in an amount not less than two million dollars (\$2,000,000.00) per incident, naming the Township of Tehkummah as an additional named insured and containing a cross-liability endorsement.

The contractor shall deliver, within ten (10) calendar days of receiving the acceptance notice, proof of Workplace Safety and Insurance Board coverage.

Failure to provide either proof shall result in the cancellation of the contract.

## **14. DEFAULT BY CONTRACTOR**

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any case, the Township may terminate the contract without notice.

If the Contractor fails to comply with any request, instruction, or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws, or directives of the relevant authorities relating to the work; or fails to undertake the work with the required skill and diligence; or assigns/sublets the contract or any portion of thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default of carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case the Township may terminate the contract upon expiration of ten (10) days from the date of written notice to the Contractor.

Any termination of the contract by the Township, as aforementioned, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the contract, it is entitled to:

Take possession of all of the work in progress and finish the work by whatever means deemed appropriate under the circumstances;



Withhold any payment to the Contractor until its liability to the Township is ascertained;

Recover from the Contractor any loss, damage, and / or expense incurred by the Township by reason of the Contractor's default, which may be deducted from any monies due or becoming due to the Contractor, and any other balance to be paid by the Contractor to the Township.

## **15. CONTRACTOR'S DISCHARGE OF LIABILITIES**

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred for labour, materials, or services used or reasonably required for use in the performance of this contract on the date upon which each becomes due. The Contractor shall furnish the Township with a Statutory Declaration providing confirmation that his liabilities and those of the Subcontractors, as aforementioned, have been discharged and this shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing in the books of the board.

No payment to which the Contractor is otherwise entitled under this contract shall be due and payable to him so long as he or any Subcontractors are in default under this section, and upon such default occurring, the Township may, in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his surety, withhold payment of the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

## **16. CONTRACT TIME AND LIQUIDATED DAMAGES**

It is agreed by the parties to this contract that in the event that all the work called for under the contract is not completed by the date specified, or as extended by the Public Works Superintendent, a loss or damage will be sustained by the Township. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Township will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Township the sum of five hundred dollars (\$500.00) as liquidated damages for each and every calendar day's delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period in excess of the prescribed date for completion.

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

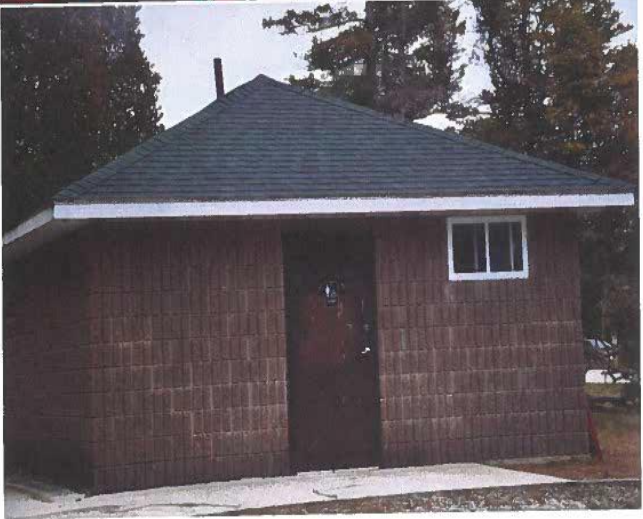
## **17. COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT**

The Contractor shall execute the terms of the contract in strict compliance with the requirements of the Occupational Health and Safety Act, RSO 1990, c.0.1 (the Act) and Ontario Regulation 213/91 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the work, as the Contractor or Employer, as the case may be.

Worker safety is given first priority in planning, pricing and performing the work. Its officers and supervisory employees have a working knowledge of the duties of a Contractor and Employer under the Act and provisions of the Regulations applicable to the work, and a personal commitment to comply with them. Workers employed to carry out the work possess the knowledge, skills and protective devices required by law or recommend for use by a recognized industry association to allow them to work in safety; supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers.

All Subcontractors employed by the Contractor to perform part of the work and their employees are properly protected from injury while carrying out their associated duties. The Contractor shall cooperate with the representatives of the Township and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the work. The Contractor shall identify and save the Township from any additional expense which may be incurred to have the work performed as a result of the Contractor's failure to comply with the requirement so the Act and the Regulations.

18. PICTURE OF SITE



## REQUEST FOR RFP FORM

### ITEM DESCRIPTION

#### **John Budd Park Outdoor Pavilion, Cookout/Kitchen Area and Park Area**

1. screen in portion of walls of the pavilion
2. upgrade sound system and lighting for the stage area
3. new cement pad and structure for the cookout / kitchen area
4. cooking area upgrades / appliances to grill areas
5. upgrades to public washrooms / showers
6. 6x park solar lights
7. safety standard met playground equipment and/or 2 outdoor games areas (\*horseshoes and sandbox)
8. clearing of overgrowth and brush in park as required
9. Installation of RV pump-out station

#### **Bowerman Trail:**

1. level all portions of the trail (crush and gravel...)
2. repair/replace all bridges on trail, as required
3. repair all trail walkways
4. remove overgrowth on trail
5. furnishing of 3 trail rest areas with barrier-free benches and picnic tables
6. new roof on the gazebo on the causeway
7. 7 solar lights at marina-causeway trail area



**THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH  
RFP FORM – 2022-004 John Budd Park and Bowerman Trail**

NAME \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ email \_\_\_\_\_

I understand that the successful bidder will be required to provide proof of insurance coverage of no less than \$2,000,000.

I hereby confirm that I have read and understand the instructions, specifications and terms and conditions contained in this document.

I/We of \_\_\_\_\_ agree that this offer shall remain open for acceptance until the formal Contract is executed by the successful Contractor for the said opening, whichever event first occurs; and that the Township may, at any time within that period and without notice, accept this RFP whether any other RFP has previously been accepted or not.

I/We agree that the awarding of the contract, based on this RFP, by Council of the Township of Tehkumma shall constitute acceptance.

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

**Name of the Signing Authority for the Contractor:**

\_\_\_\_\_  
*(please print)* Title

\_\_\_\_\_  
Signature of Authority for Contractor

**PRICE** \$ \_\_\_\_\_

**HST** \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_