

The Downtown Elmira Business Improvement Association



Request for Quotation

DOWNTOWN ELMIRA GREENING

FOR THE BUSINESS IMPROVEMENT ASSOCIATION (BIA)

GENERAL CONDITIONS

1. SCOPE OF WORK & SPECIFICATIONS

The Downtown Elmira BIA (The BIA) is seeking the services of experienced landscapers to submit quotations to Green downtown Elmira. The BIA is interested in bold, inspirational, and funky planting ideas that will transform the downtown. Project scope is to reimagine the existing streetscape by refreshing existing planters and gardens, as well as adding new gardens, planter boxes, hanging baskets and/or other such imaginative concepts presented by the contractor. The project will range from \$30,000.00 to \$65,500.00 pending approval of external funding.

2. SITE SPECIFIC DETAILS

The Greening Project will be located within the Downtown Elmira BIA boundary area. Specifically, the work will take place on Arthur Street South (from William Street to Park Ave) and Church Street (from Dunke Street to Cross Street). The interested contractor should contact the RFQ representative if further details are required. Reference Attachment 1 for map.

3. SCHEDULE / SITE VISIT

The successful Proponent will be responsible for:

- Submitting a bold and inspirational project design.
- Submitting and reviewing an installation schedule to ensure completion is made by the agreed due date, and within the agreed timeframe.
- Conducting a walk through of completed work and presenting a care and maintenance plan to be followed for installation sustainability.

Site visits can be arranged with BIA sub-committee members and/or supporting Township staff.

4. BID DEPOSIT

Bid deposits are **NOT** required for this Tender.

5. QUOTATION ACCEPTANCE

Electronic quotes are to be submitted to elmirabia@gmail.com by **4:00 PM** on **March 25, 2022**.

- Quotations which are incomplete, conditional, illegible, obscure, or qualified in any way, or that contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.
- Quotations that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Elmira BIA, may be rejected.
- The Elmira BIA reserves the right to reject any or all quotations and the lowest or any quotation will not necessarily be accepted. The Elmira BIA also reserves the right to accept any quotation which is considered best for the interests of the Elmira BIA.

- Two designs and/or quotations may be submitted to address the project funding range.

Please contact **Jenna Morris at (519) 669-1647 ext. 6020** with questions regarding this request for quote.

6. BID SELECTION

The Downtown Elmira BIA is seeking a bold, inspirational, and funky “greening” design from interested contractors. The preferred quote will be chosen by a selection committee who will assess the submitted design for creativity, ongoing maintenance requirements, and price. It is important to note the budget is for the year 2022.

7. GENERAL LIABILITY INSURANCE

It is the responsibility of the Contractor and their Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of the Project, Work or Supply. The Contractor shall insure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the Township of Woolwich and the Downtown Elmira Business Improvement Association.

- a) **General Liability Insurance:** The Contractor shall maintain liability insurance acceptable to the Township of Woolwich and the Downtown Elmira Business Improvement Association throughout the term of this Agreement from the date of commencement of work until one year from the date of substantial performance of work. Liability coverage shall be provided for completed operations hazards from the date of substantial performance of the work, as set out in the certificate of substantial performance of work, on an ongoing basis for a period of 6 years following substantial performance of the work. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all available coverage extensions/endorsements, in an amount of not less than \$2,000,000 per occurrence. Such insurance shall name the Township of Woolwich and the Downtown Elmira Business Improvement Association as an additional insured with a cross liability endorsement and severability of interest’s provision. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit. A combination of primary coverage plus umbrella or excess liability insurance may be used.
- b) **Owned and Non-Owned Automobile Liability Insurance:** The Contractor shall maintain liability insurance on all Owned and Leased Automobiles used in the performance of this work to a limit of \$2,000,000 per occurrence throughout the term of this Agreement from the date of commencement of work and until one year after the date of substantial performance of the work.
- c) **Provisions:** Prior to the commencement of work the Contractor shall forward a Certificate of Insurance evidencing the insurance with the executed Agreement. The Certificated shall state that coverage will not be suspended, voided, cancelled reduced in coverage or in limits except after thirty (30) days (ten 10 days if cancellation is due

to non-payment of premium) prior written notice by certified mail to the Township of Woolwich and the Downtown Elmira Business Improvement Association.

It is also understood and agreed that in the event of a claim any deductible of self-insured retention under these policies of insurance shall be the sole responsibility of the Contractor and that this coverage shall preclude subrogation claims against the Township of Woolwich and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Township of Woolwich, the Downtown Elmira Business Improvement Association, and any other person insured under the policy shall be considered excess of the Contractor's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Contractor's obligation to fully indemnify the Township of Woolwich and the Downtown Elmira Business Improvement Association under this agreement.

The Township of Woolwich and the Downtown Elmira Business Improvement Association reserves the right to modify the insurance requirements as deemed suitable.

d) Third Party Claims Process:

The Township of Woolwich's claim process for Third Party claims is to refer the claimant directly to the Contractor and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.

As the Township of Woolwich has a responsibility to the taxpayers, we must ensure that claimants are dealt with in a fair and efficient manner. Claims reported to the Contractor, either directly or by a third party or through the Township of Woolwich and/or the Downtown Elmira Business Improvement Association shall be promptly investigated by the Contractor. The Contractor shall make contact with the third-party claimant within 48 hours of receipt of notice of a claim. The Contractor shall initiate an investigation of the claim immediately upon notice, and advise the third-party claimant in writing, with a copy to the claim immediately upon notice, and advise the third-party claimant in writing, with a copy to the Township of Woolwich and the Downtown Elmira Business Improvement Association, of its position regarding the claim within 21 calendar days of the notice. The Contractor shall include in their response the reasons for their position.

Should this position not resolve the claim and be accepted by the third-party claimant, the Contractor shall immediately report the claim to its Insurer for a further review. (Insurer for this purpose is defined as either the Claims Department of the Contractor's Insurance Company or the Claim's Administrator at the Contractor's Insurance Broker.) The Contractor's Insurer upon receipt of this claim shall advise the third-party claimant by letter, with a copy to the Township of Woolwich that they are now investigating the claim. When a final position on the claim has been determined, the Contractor's Insurer shall advise the third-party claimant by letter, with a copy to the Township of Woolwich. Failure to follow this procedure shall permit the Township of Woolwich to investigate and resolve any such claims.

Nothing herein shall limit the right of the Township of Woolwich and/or the Downtown Elmira Business Improvement Association to investigate and resolve any such claims notwithstanding the response of the Contractor and/or its Insurer and to seek indemnification for the Contractor or to exercise any other rights under the Contract.

The Township of Woolwich and the Downtown Elmira Business Improvement Association may, without breaching this contract, retain from the funds owing to the Contractor an amount that, as between the Township of Woolwich and the Downtown Elmira Business Improvement Association and the Contractor, is equal to the balance in the Township of Woolwich's and the Downtown Elmira Business Improvement Association's favour of all outstanding debts, claims of damages, whether or not related to this contract.

A Cross Liability Clause shall include the Township of Woolwich, the Downtown Elmira Business Improvement Association, and the Regional Municipality of Waterloo as additionally insured.

8. INDEMNIFICATION

The Contractor, both during and following the term of this Agreement, shall at all times, and at its own cost, expense and risk, indemnify, defend and hold harmless the Township of Woolwich, the Downtown Elmira Business Improvement Association the Regional Municipality of Waterloo, Waterloo North Hydro (where support of poles is required during construction), their elected officials, officers, employees, volunteers, agents, contractors, the Engineer, all respective heirs and executors, successors and assigns, from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damages to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to, proceedings of a criminal or quasi-criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis) which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Contractor, its agents, employees and sub-contractors on behalf of the Township of Woolwich and the Downtown Elmira Business Improvement Association, provided such losses, damages, fines penalties and surcharges, liabilities, judgements, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees or sub-contractors.

9. PAYMENT

The Contractor will be paid for the actual measured quantities of the respective **Unit Price** quoted.

The Township and/or the Downtown Elmira Business Improvement Association has the right to increase or to reduce the quantities required or to suspend or omit any item or portion of the work at any time. Payment shall be made based upon the quantities applied at the unit price bid for each item.

All invoices shall clearly state the quantities applied and the price extensions for each item.

10. EXTRA WORK

At the discretion of the Township and the Downtown Elmira Business Improvement Association, the Contractor may be required to do extra work not specified in these Special Provisions or Form of Quotation. Valuation for extra work performed by the Contractor will be made by one of the following methods:

- (a) Any unit prices in the Quotation shall apply where applicable.
- (b) The Contractor shall provide a Quotation in writing for the work.
- (c) If the Quotation referred to in (b) is not acceptable to the Township and/or the Downtown Elmira Business Improvement Association, the proposed work shall be valued on a basis of actual costs of labour and materials.

11. THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall conduct all work in strict accordance with all applicable Sections of the Occupational Health and Safety Act and regulations (Construction Projects) made thereto.

12. LAWS AND REGULATIONS

The Bidders are assumed to have made themselves familiar with and will abide by all Federal, Provincial, Municipal and Local Laws, rules and regulations which in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder shall discover any provisions in the drawings, specifications or contract that are contrary to or inconsistent with any law, rule or regulation, they shall at once report it to the Township and the Downtown Elmira Business Improvement Association in writing.

13. NON-FULFILLMENT OF THE CONTRACT

If the Contractor fails or neglects to commence or execute the work diligently and at a rate of progress that will ensure the entire completion of it within a reasonable time, or fail to observe and perform any of the provisions of this contract, the Township and/or the Downtown Elmira Business Improvement Association may make notification to discontinue all work under the contract.

14. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

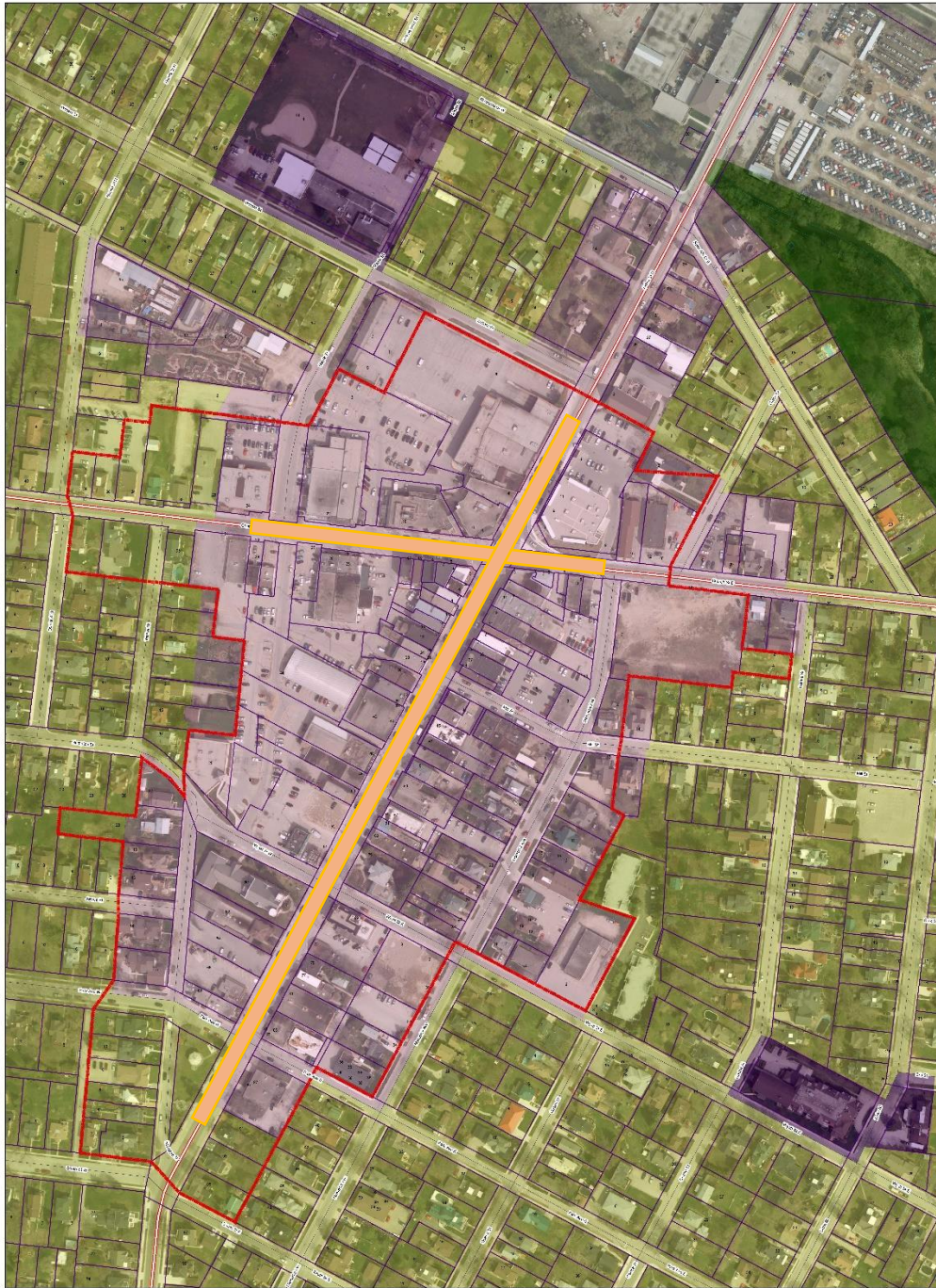
The Province of Ontario has established legislation governing the provision of accessible goods and services to persons with disabilities. Section 6 of Ontario Regulation 429/07 and Section 7 of Ontario Regulation 191/11 are regulations of the *Accessibility for Ontarians with Disabilities Act, 2005*. Both regulations mandate that every provider of goods and services in the Province of Ontario **shall** ensure that anyone providing goods, services or facilities on behalf of the provider to persons with disabilities trains their employees, agents and volunteers on how to provide accessible customer service. The training must include a review of the purposes of the Act and the regulations; information about the Human Rights Code; instruction about how to interact and communicate with persons with various types of disabilities; and instruction on how to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog

or other service animal, or who require the assistance of a support person. The legislation may be viewed at www.e-laws.gov.on.ca.

The Township of Woolwich is obligated to ensure that contractors serving the Township provide their employees, agents and volunteers with awareness training regarding the Provincial legislation. By submitting a bid for this Quotation the bidder acknowledges that they comply with Provincial accessibility legislation.

Attachment(s):
1. BIA Boundary Map

ELMIRA BIA



- Legend**
- BIA Area
 - Provincial
 - Region
 - Local
 - Private
 - Hall Line
 - Agricultural Zones
 - Commercial Zones
 - Industrial Zones
 - Open Space Zones
 - Recreational Zones
 - Residential Zones



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