

**MUNICIPALITY OF
CENTRAL HURON**

REQUEST FOR QUOTATION
2025/ 2026 Parks & Grounds Maintenance
Contract

1.0 INFORMATION TO PROPONENTS

1.1 Introduction

The Municipality of Central Huron is requesting quotations for the 2025/2026 Parks & Grounds Maintenance Contract. **This is a two-year contract.**

1.2 Date and Place for Receiving Quotations

The signed quotation documents are to be submitted in a sealed envelope to:
Rachel Anstett, Clerk

Municipality of Central Huron

23 Albert Street, Box 400

CLINTON, ON N0M 1L0

by **no later than 12:00:59 p.m. (local time) on Friday, March 28, 2025.** The envelope must be clearly marked with “**2025/2026 Parks & Grounds Maintenance Contract**” and the name of the Contractor. **Late or faxed submissions will not be accepted.**

The Municipality of Central Huron reserves the right to accept or reject any or all quotations, and the right to negotiate the scope of work with any Contractor that submits a quote. Lowest price will not necessarily be accepted.

1.3 Withdrawal of Quotation

Proponents will be permitted to withdraw their quotation, unopened, after it has been submitted, if such a request is received by the Municipality of Central Huron, in writing, prior to the time specified for the opening of quotations.

1.4 Qualifications and competency:

The Municipality reserves the right to reject Tenders from Contractors who are unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financial arrangements for satisfactory performance of the work and the provision of services as herein specified. Evidence of such competency and experience must be provided by the Contractor when requested to do so.

The complete Work under this Contract shall be governed by the dictates of good horticultural practice in all details of methods even if not minutely specified.

1.5 General Liability Insurance

The successful proponent must submit a General Liability insurance certificate in the name of the contractor, with the Municipality of Central Huron named as additional insured's, with limits of not less than **two million dollars** inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of not more than **\$5,000**. The form of insurance shall be the Insurance Bureau of Canada Form IBC 2100 or equal.

1.6 Workplace Safety and Insurance Board

The successful proponent must be in good standing with the Workplace Safety and Insurance Board and shall submit a current WSIB Clearance Certificate to the Municipality prior to commencing work.

1.7 Proponents Responsibility

The successful proponent shall, in all respects, comply with all statutes, laws, and regulations applicable to the work and to persons employed on or in connection with the work, and pay all assessments required or levied by the Workplace Safety and Insurance Board, Revenue Canada, the Employment Insurance and specifically the Ministry of Labour.

1.8 Omissions or discrepancies:

Should a Tenderer find discrepancies in, or omissions from the contract documents, or should he be in doubt as to their meaning, he should at once notify the Municipality, who may send a directive to all Tenderers. No oral interpretations shall be made to any Tenderer as to the meaning of any part of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Municipality.

2.0 Scope of Work

This two-year contract shall include maintaining municipal flowerbeds / garden areas from early spring until late fall and includes the following scope of work:

In the spring - the beds should be cleared of garbage / debris that may have accumulated over winter.

Spring through late summer / early fall – the areas require weeding, edging and shaping gardens, thinning out, shrubs cut back and trees trimmed and beds cleaned. Weeding, cleaning and general maintenance of the beds/gardens will be done on as needed basis from spring through to late summer / early fall.

Late fall (i.e. mid-to-late Sept / early Oct) - includes preparing the beds/garden areas for winter and any required pruning, clean-up etc.

The areas covered under this contract are as follows:

- Radar Screen Flower Bed:
- Huron & Victoria: (Benjamin Moore Corner Garden)
- High & William corner:
- Library Gardens:
- Town hall and Cenotaph gardens:
- Millennium Park:
- Kinsmen Park:
- Sloman Park; Including any gardens not specified as Hort. Society beds, including the rain garden near treatment plant.

The application of herbicides and pesticides are the sole responsibility of the Municipality. The use of herbicides and pesticides by the Contractor, to control or inhibit weed growth, to control insect pests, or effect disease control, IS STRICTLY PROHIBITED unless previously authorized in writing by the Municipality.

All work areas shall be cleaned and left in a neat and orderly condition after work is complete.

Clarifications regarding work should be completed prior to work being done – that is to say – do not undertake work if you are not certain it is required/covered under this contract. For clarification – see Facilities contacts under section 2.2 of this form – “Municipal Representatives”.

The Municipality reserves the right to modify or adjust the Scope of Work – this will be done in consultation with the successful bidder as outlined in the terms of the Agreement

2.1 Schedule

This contract will start immediately upon award in spring and continue through to late fall after all flower beds and garden areas listed in item “2.0 Scope of Work” have been prepared for winter. The end date of this contract is variable based on fall weather but normally the grounds should be prepped for winter by end of Sept or mid-Oct.

2.2 Municipal Representatives

The contact for this Request for Quotation will be Steve Duizer, Facilities Manager – 519-482-3997 ext 1226.

Other relevant municipal contacts are as follows:

Rachel Anstett, Clerk

Steve Doherty, CAO

2.3 Pre-Commencement Meeting

Upon award of the contract, and before commencement of the work, the Contractor shall arrange for a meeting with the Municipality to go over the details and locations of the proposed work.

2.4 Materials, Appliances, Employees

Unless stipulated otherwise, the Contractor shall provide and pay for all labour, tools, equipment, power, transportation and other facilities for the execution of the work. This maintenance contract should not require materials be supplied by the contractor. Any materials recommended by the Contractor must be pre-approved in writing by a municipal representative from Section 2.5 of this form before they are purchased.

2.5 Subcontracting of work:

The Contractor named in the Agreement is solely responsible for all work under the Contract and no subcontractor will be allowed.

2.6 Bid Deposit

A certified cheque or bank draft in the amount of 10% of bid made payable to the Municipality of Central Huron is to be submitted with the quotation. The deposit from the chosen Contractor will be held as a performance bond until the work is completed.

2.7 Payment

Payment will be made as outlined on the Form of Quotation.

3.0 TENDER SUBMISSION

3.1 General - The submission shall include:

- Signed Form of Quotation
- WSIB Clearance Certificate
- Tender deposit cheque

End of Request for Quotation

**FORM OF QUOTATION
MUNICIPALITY OF CENTRAL HURON**

Form of Quotation:

- A. We are accepting a lump sum bid. It is the responsibility of the Contractor to refer to scope of work and related map and determine a lump sum bid based on the estimated time required to satisfy the contract from early spring through to late fall.

- B. Tender Deposit in the form of a certified cheque or bank draft addressed to the Municipality is to be submitted with the bid in the amount of 10% of bid. The deposit from the chosen Contractor will be held as a performance bond until the work is complete.

- C. Prior to award, the Contractor shall provide proof of being in good standing with WSIB and proof of having liability insurance coverage in an amount of \$2 million or more.

- D. Contract Map

- E. **Terms of Quotation and Payment**
 - Scope of work and Terms as specified in Request for Quotation Document
 - Start date – please provide anticipated start date: _____
 - End date - can be variable based on fall weather – normally the grounds should be prepped for winter by end of Sept or mid-Oct
 - Payments will be dispersed monthly as invoices are received and approved. Generally, the invoices should be proportional to the lump sum bid over the duration of the contract (i.e. if contract is six months – each invoice is 1/6). If there is a deviation from this disbursement method – the invoice must be approved by the CAO or Clerk.

- F. **Total Quoted Price + HST \$ _____**
(insert total price including HST from list of quotation items)

_____ hereby certifies that the information provided is true and correct in every respect and we have carefully examined the scope of work and all the tender documents including map and hereby offer to construct said work in accordance with the documents.

Dated at _____, this _____ day of _____, 2025.

Signature of Contractor

Signature of Witness

Company Name

AGREEMENT

CONTRACT NO. MCH_2025-2026

THIS AGREEMENT MADE IN TRIPPLICATE THIS ----- DAY OF
-----, 2025.

BETWEEN:

The Corporation of the Municipality of Central Huron (hereinafter called "the Owner") OF THE FIRST PART

-and-

_____ (hereinafter called "the Contractor") OF THE SECOND PART

WITNESSETH

That the Owner and the Contractor, in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

A description of the work is:

- a) 2025/ 2026 Parks & Grounds Maintenance Contract
- b) Prior to commencing work the Contractor shall, as outlined in the Form of Quotation, provide proof of being in good standing with WSIB and proof of having liability insurance coverage in an amount of \$2 million or more. In addition, and as outlined in the Request for Quotation, the Contractor must submit a General Liability insurance certificate in the name of the Contractor, with the Owner named as additional insured.
- c) The Contractor shall, except as otherwise specifically provided, at his own expense, provide all and every kind of labour, machinery, appliances, articles and things necessary for the due execution and completion of all the work set out in this contract and shall forthwith according to the instructions of the Contract Administrator commence the works and diligently execute the respective portions thereof and deliver the works complete in every particular to the Owner within the time specified.
- d) If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Municipality, after five (5) days written notice to the Contractor, may without prejudice to any other right or remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

- f) If the Contractor should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency or if they should refuse or fail to supply enough properly skilled workers or proper equipment after having received seven (7) days notice in writing from the Municipality to supply additional workmen or equipment, or persistently disregards laws, ordinances or the instruction of the Municipality or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Municipality may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the employment of the contractor and finish the work by whatever means deemed expedient. In any case, the Contractor shall not be entitled to receive any further payment.

ARTICLE 2

In case of any inconsistency or conflict between the provisions of this Agreement, the Request For Quotation, or any other documents or writing, the provisions of such documents shall take precedence and govern in the following order; namely,

- a) Agreement
- b) Request for Quotation
- c) Form of Quotation
- d) Map of grounds location

ARTICLE 3

The Contractor shall not without the consent in writing of the Owner and without restricting in any way the provisions of the General Conditions attached hereto make any assignment of any part or the whole of any monies due or to become due under the provisions of this contract.

ARTICLE 4

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this contract, will be paid for and in respect of the works at the tendered lump sum or unit prices after measurement approved by the Owner, the total which is presently estimated to be the sum of

subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the attached hereto.

ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Contract Administrator, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Contract Administrator at the following address:

Steve Doherty, CAO
The Municipality of Central Huron
PO Box 400 – 23 Albert
Clinton, ON – N0M 1L0

Where any such notice, direction or other communication is given or made to the Contract Administrator, a copy thereof shall likewise be delivered to any agent of the Contract Administrator appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communications is given or made to such Agent, a copy thereof shall likewise be delivered to the Contract Administrator.

ARTICLE 6

The Contractor shall indemnify and hold harmless the Municipality and its agents and employees from and against all claims, demands, damages, losses, expenses, costs, including legal fees, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, related to, occasioned by, or arising out of, resulting from or attributable to the acts or omissions of the Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable in the performance of the work, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Municipality or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable, the indemnification obligation under the immediately preceding Clause shall not be limited in any way by an limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under the Workers' Compensation legislation, disability benefit acts or other employee benefits acts.

ARTICLE 7

- a) The Municipality, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work, the contract price being adjusted accordingly. All such work shall be executed under the conditions of the original Contract. The Municipality shall submit to the Contractor a "Change of Scope", indicating any changes to the work and a revision of the applicable tender price, as agreed by the Contractor, for the changed value of the work.
- b) The value of any change or extra work shall be determined in one or more of the following ways:
 - 1) by unit prices agreed on;
 - 2) by estimate and acceptance in a lump sum;
 - 3) by cost and percentage or by cost and a fixed fee.

In case of additional work to be paid for under method 1), the contractor shall keep and present in such form as the Municipality may require a correct account of the net cost of labour and materials.

No payment on account of changes or extra Work shall be made until the value thereof shall have been determined as herein provided and an application requesting payment of same processed and approved by the CAO or Clerk.

- c) Payments will be made as monthly invoices are received from the contractor and approved by the municipality. Generally, the invoices should be proportional to the lump sum bid over the duration of the contract (i.e. if contract is six months – each invoice is 1/6). If there is a deviation from this disbursement method – the invoice must be approved by the CAO or Clerk as outlined above.

ARTICLE 8

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied from anything in this contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

ARTICLE 9

The Contractor declares that in tendering for the works and in entering into this Contract, he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work or any items thereof, more expensive in character, or more onerous to fulfill than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

ARTICLE 10

The Contractor declares that in entering into this Contract, he shall uphold the obligations of the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, he shall uphold any obligations established by the Owner's policies which prohibit harassment/discrimination on a number of grounds including political affiliation and the level of literacy.

WHERE LEGALLY MANDATED, the Contractor shall have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with his obligations and he shall have an internal process available for employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. The Contractor agrees that he shall, upon request by the Owner, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the Owner to determine compliance. The Contractor acknowledges that failure to demonstrate compliance with this declaration, to the satisfaction of the Owner, may result in the termination of the contract.

ARTICLE II

This contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officer, as the case may be.

FOR THE OWNER:

Signature	Name	Title	Date
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We have the authority to bind the corporation.

Signature	Name	Title	Date
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We have the authority to bind the corporation.

FOR THE CONTRACTOR:

Signature	Name	Title	Date
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We have the authority to bind the corporation.

Signature	Name	Title	Date
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We have the authority to bind the corporation.