



# Quotation Package

Wetland Establishment Project – Bainsville, ON

**Closing date:** October 4, 2024

**Time:** 9:00 a.m. EDT

**Submission by e-mail only to:**

Scott Braithwaite  
Project Assistant, Communications and Stewardship  
Email: [Scott.Braithwaite@rrca.on.ca](mailto:Scott.Braithwaite@rrca.on.ca)

## Table of Contents

<b>Table of Contents.....</b>	<b>i</b>
<b>1 Purpose and Introduction .....</b>	<b>1</b>
1.1 List of Appendices .....	1
<b>2 Project Specifications .....</b>	<b>1</b>
2.1 Project Contact.....	1
2.2 Site Visit .....	1
2.3 Closing Time .....	1
2.4 Quotation Submission .....	1
2.5 Opening .....	2
2.6 Adjustments to Submission .....	2
<b>3 Requirements.....</b>	<b>3</b>
3.1 Insurance .....	3
<b>4 General terms and conditions .....</b>	<b>5</b>
4.1 Acceptance of quotations .....	5
4.2 Associated costs .....	5
4.3 Confidentiality.....	5
4.4 Conflict of interest.....	5
4.5 Authorization .....	5
4.6 Freedom of information .....	5
4.7 Compliance with codes, regulations, and by-laws.....	5
4.8 The Occupational Health and Safety Act.....	6
4.9 Required Warranties .....	6
4.10 Pricing and Taxes.....	6
4.11 Terms of Payment.....	6
4.12 RRCA’s Right to Terminate Contract Under Certain Conditions .....	6
4.13 Remedies for Non-Performance .....	7
4.14 Indemnification .....	7
4.15 Ownership of Documents .....	8
4.16 Governing Law .....	8

4.17 Venue for Litigation .....	8
4.18 Force Majeure .....	8
4.19 Employees .....	8
<b>5 Quotation Submission.....</b>	<b>9</b>
5.1 Acknowledgement .....	9
5.2 Pricing .....	9
5.3 Other .....	9
<b>Appendix 1. Acknowledgements and Bidder Contact Information .....</b>	<b>10</b>
<b>Appendix 2. Map of Wetland Establishment Project, Bainsville, ON.....</b>	<b>11</b>
<b>Appendix 3. Pricing Form.....</b>	<b>12</b>
<b>Appendix 4. Project Timelines .....</b>	<b>13</b>
<b>Appendix 5. Operating Conditions .....</b>	<b>14</b>

## **1 Purpose and Introduction**

The Raisin Region Conservation Authority (RRCA) seeks to establish a wetland project on private property located in Bainsville, Ontario. The project involves the conversion of a retired earthen manure pit into a wetland pair-pond which will serve to improve water quality, reduce flood risks, and promote biodiversity.

The RRCA is seeking quotations from qualified contractors for the excavation of the wetland pair-pond.

### **1.1 List of Appendices**

- Appendix 1 – Acknowledgements and Bidder Contact Information
- Appendix 2 – Map of Wetland Establishment Project, Bainsville, ON
- Appendix 3 – Pricing Form
- Appendix 4 – Project Timelines
- Appendix 5 – Operating Conditions

## **2 Project Specifications**

### **2.1 Project Contact**

All correspondence regarding this project should be directed to the Project Contact:

Scott Braithwaite  
Project Assistant, Communications and Stewardship  
Email: [Scott.Braithwaite@rrca.on.ca](mailto:Scott.Braithwaite@rrca.on.ca)

### **2.2 Site Visit**

Contractors may visit the project site on September 30, 2024, at 10:00 AM EDT with the RRCA Stewardship Specialist. The meeting location is at 21108 Concession 4 Rd, Bainsville, ON. Confirmation of attendance for this site inspection is required by contacting Scott Braithwaite at [Scott.Braithwaite@rrca.on.ca](mailto:Scott.Braithwaite@rrca.on.ca).

### **2.3 Closing Time**

Interested contractors shall submit their quotation by email to Scott Braithwaite at [Scott.Braithwaite@rrca.on.ca](mailto:Scott.Braithwaite@rrca.on.ca) no later than October 4, 2024, at 9:00 a.m. EDT (the “Closing Date”) using the subject line “Quotation – Wetland Establishment Project – Bainsville, ON”.

### **2.4 Quotation Submission**

The quotation shall contain original or electronic signatures where required; and shall include all requirements of this quotation package, as set out in Section 5 “Quotation Submission”. The Bidder should submit one (1) copy of all submission requirements as a single PDF.

Offers made in the Submission will be considered by RRCA to be binding and irrevocable and shall remain open for acceptance by RRCA for a period of ninety (90) days from the Closing Date.

Submissions received after the Closing Date will not be accepted.

## **2.5 Opening**

All Quotations received on time will be opened on October 4, 2024 after 9:00 a.m. EDT.

## **2.6 Adjustments to Submission**

A Bidder wishing to make adjustments to a Submission must supersede it with a later Submission, which must be received by the Closing Date.

A Bidder who has submitted a Quotation may request that their Submission be withdrawn before the Closing Date. The request must be provided in writing by email and include contact information for verification. Authenticity of the request may be confirmed by the RRCA. Submissions withdrawn under this procedure cannot be reinstated.

No request for withdrawal of a Submission shall be permitted during, or at any time after, the opening process.

### **3 Requirements**

This section outlines the requirements of those who submit a quote, referred to here as “Bidders.” Requirements include terms and conditions that apply to this quotation package and terms and conditions that will apply should the Bidder be successful. In this quotation package, the successful Bidder is referred to as the “Vendor.”

#### **3.1 Insurance**

##### **3.1.1 Comprehensive General Liability Insurance**

The Vendor shall procure and maintain Comprehensive General Liability Insurance:

- Having a limit of liability of not less than five million dollars (\$5,000,000) inclusive for any one occurrence;
- Including insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Vendor;
- Being endorsed to provide that the policies will not be altered, cancelled, or allowed to lapse without thirty (30) days prior written notice to the RRCA;
- Naming the RRCA as an additional insured party on a Certificate of Liability Insurance; and
- Containing a cross-liability clause.

The Vendor shall pay for all premiums and expenses incurred for the insurance. Should any claim(s) arise, the Bidder shall be financially responsible for paying for any amount(s) up to and including the deductible amount under their policy.

##### **3.1.2 Vehicle Insurance and Licensing**

The Vendor shall maintain vehicle insurance as required by the *Compulsory Automobile Insurance Act R.S.O 1990 C.25* as amended to cover all licensed vehicles, owned, operated, or leased by the Vendor or otherwise used by the Vendor in the Work.

If applicable, the Vendor shall also ensure that all Sub-Vendors have valid insurance coverage with the same limits and wordings as outlined in this Section, for those licensed vehicles owned/leased by them being utilized while providing the goods/services.

The Vendor’s vehicle insurance shall:

1. Have a limit of liability not less than five million dollars (\$5,000,000) in respect of any one accident or occurrence;
2. Include part bodily injury including death, property damage and basic accident benefits and coverage not less than the insurance wording shown in the Standard Ontario Automobile Policy Form OAP-1; and
3. Be endorsed to provide that the policies shall not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Authority.

The Vendor shall pay for all premiums and expenses incurred for the insurance.

In the event that any claim(s) arise that are covered by the Contractor's insurance, the Contractor shall also be responsible for payment of the deductible under their Policy.

### **3.1.3 Proof of Insurance**

Before entering into a contractual agreement with the RRCA to undertake the project, the Vendor shall submit proof of the required insurances as per sections 3.1.1 and 3.1.2.

### **3.1.4 Workplace Safety and Insurance Act and Employment Insurance**

Before entering into a contractual agreement with the RRCA to undertake the project, the Vendor shall provide RRCA with a valid and current Clearance Certificate from the WSIB or a letter from the WSIB confirming their exemption. This information is available to the Bidder online at [wsib.on.ca](http://wsib.on.ca).

If the Vendor does not provide a valid and current Clearance Certificate as herein requested, or proof of exemption, or proof of application for exemption, RRCA reserves the right to decline a contractual agreement with the Vendor.

The Vendor shall be responsible for providing Worker's Compensation coverage for their employees, and no extras will be allowed for such items.

The Vendor clearly understands and agrees that they are not, nor is anyone hired by them, covered by RRCA under the *Workplace Safety Insurance Act*, *Employment Insurance Act*, or any other act, whether provincial or federal, in respect of themselves, their employees and operations, and shall, upon request, furnish RRCA with satisfactory evidence that they have complied with the provisions of any such acts. The Vendor shall be responsible for providing Worker's Compensation coverage for their employees, and no extras will be allowed for such items.

## **4 General terms and conditions**

The following terms and conditions are deemed accepted by all Bidders in response to this quotation package and are deemed incorporated into every contract resulting from this quotation package.

### **4.1 Acceptance of quotations**

This quotation package neither expresses nor implies any obligation on the part of the RRCA to enter into a contract with any contractor submitting a quotation.

### **4.2 Associated costs**

There will be no payment to Bidders for the work related to and material supplied in the preparation of quotations.

### **4.3 Confidentiality**

The Bidder is advised that confidentiality issues may arise with respect to this project and will need to be cognizant of these issues.

### **4.4 Conflict of interest**

It is the Bidder's responsibility to ensure that no perceived or real conflict of interest exists for any of the company's personnel involved in the project.

### **4.5 Authorization**

To be considered a valid response, a Bidder's submission must be completed and signed by an authorized company official.

### **4.6 Freedom of information**

All information obtained by the Bidder in connection with the preparation of this quotation is the property of the RRCA and must be treated as confidential. It may not be used for any purpose other than for replying to this quotation package, and for fulfillment of any subsequent contract. Any Bidder who requires that the information in its proposal to be kept confidential must explicitly advise the RRCA of that fact.

The Bidder may declare confidentiality of their quotation; however, the RRCA is required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time.

### **4.7 Compliance with codes, regulations, and by-laws**

The Vendor agrees to obey all government, municipal and underwriters' codes and regulations, etcetera, and perform all work in accordance with the requirements of bylaws in force in the area where the work is to be carried out. All permits or licenses are the responsibility of the Vendor.



#### **4.8 The Occupational Health and Safety Act**

The Vendor shall comply with all conditions and regulations of the *Occupational Health and Safety Act, 1990* and amendments thereto, any other Federal or Provincial statute or local bylaw concerning safety or any other phase of work on this contract.

#### **4.9 Required Warranties**

Each Bidder expressly declares and warrants that;

- a) This quotation submission is in all respects fair and without collusion or fraud.
- b) There has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this quotation, and the Vendor agrees to hold RRCA harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- c) All materials and/or services proposed to be supplied to RRCA conform in all respects to the standards set forth by Federal and Provincial agencies.
- d) The Bidder of the quotation is:
  - i. competent to perform the work described in this quotation package;
  - ii. has the necessary qualifications and certificates, including knowledge, skill and experience to perform the services, together with the ability to use those qualifications effectively for that purpose;
  - iii. shall supply everything necessary for the performance of the work;
  - iv. shall carry out the work in a diligent and efficient manner;
  - v. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this quotation package and any subsequent contract.

#### **4.10 Pricing and Taxes**

The quotation submission amount must include: all applicable excise taxes; customs, freight; exchange and all other charges. Harmonized Sales Tax is extra.

#### **4.11 Terms of Payment**

Invoices will be paid net thirty (30) days from date of invoice and verification that goods/services listed have been provided to the satisfaction of RRCA. Invoice must be received within thirty (30) days of work completion in each calendar year.

#### **4.12 RRCA's Right to Terminate Contract Under Certain Conditions**

RRCA has the right to terminate the Contract immediately and without penalty, with written notice to the Vendor, if:

- a) The Vendor makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or an order is made for the winding-up of the Vendor, or if a receiver is appointed on account of the Vendor's insolvency;

- b) The Vendor refuses or fails to supply sufficient properly skilled employees or proper materials at all times to perform the Work in the manner and to the standards required under this Contract, or the Vendor fails to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities including federal, provincial, and municipal legislative enactments, by-laws and other regulations now or hereafter in force which pertain to or affect the services or the conduct of the Vendor's business;
- c) The Vendor fails to institute appropriate corrective action within three (3) days after verbal notification by RRCA (which will be confirmed subsequently in writing), of any failure on the part of the Vendor to comply with the terms and specifications of the Contract;
- d) The Work performed is not satisfactory; or
- e) Delivery requirements are not met.

RRCA reserves the right to terminate this contract at anytime without cause with thirty (30) days written notice.

Immediately following, the termination of the Contract, for any reason, the Vendor shall provide to RRCA all their financial records specific to this Contract, concerning the conduct of the operations and a statement of all outstanding accounts.

#### **4.13 Remedies for Non-Performance**

In the event that the Vendor fails to perform any obligations hereunder, RRCA shall be entitled to exercise any one or more of the following remedies:

- a) RRCA may withhold any payment due hereunder until the Vendor has remedied their failure;
- b) RRCA shall be entitled, in the event that the Vendor does not remedy their default within three (3) working days of a request, RRCA be entitled to engage other Vendors to complete the work of the Vendor and to deduct the cost of obtaining such other Vendors from any amounts owing to the Vendor hereunder;
- c) RRCA may terminate this Agreement if the Vendor does not remedy their default within three (3) working days of a request that they do so from RRCA in writing; and,
- d) RRCA may exercise any other right available to it in law or equity.

A failure of RRCA to exercise any of the foregoing remedies, or the granting of any extension or indulgence, shall not be prejudicial to the right of RRCA to subsequently obtain such remedies.

#### **4.14 Indemnification**

The Vendor shall indemnify and save harmless RRCA, from and against all claims, actions, losses, expenses, costs or damages of every nature and whatsoever which RRCA, its employees, officers or agents may suffer, to the extent the Vendor is legally liable as a result of the negligent acts of the Vendor, their employees, officers or agents in the performance of this Contract.

#### **4.15 Ownership of Documents**

All information and data developed and used by the Vendor in connection with this Contract will be wholly owned by RRCA.

#### **4.16 Governing Law**

This quotation package and subsequent contract shall be governed by the law of the Province of Ontario.

#### **4.17 Venue for Litigation**

The Vendor and RRCA agree that the venue for any litigation shall be Ottawa, Ontario.

#### **4.18 Force Majeure**

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this quotation package or the Services to be provided when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

#### **4.19 Employees**

In the performance of this contract, the Vendor shall be an independent Vendor.

Neither the Vendor nor any of their employees shall be deemed to be employees of the RRCA.

## **5 Quotation Submission**

### **5.1 Acknowledgement**

The Bidder shall complete and submit 'Appendix 1 - Acknowledgements and Bidder Contact Information'.

### **5.2 Pricing**

The Bidder will complete and submit 'Appendix 3 - Pricing Form'.

### **5.3 Other**

The Bidder must include the following as part of their quotation submission to be considered a candidate to undertake the Wetland Establishment Project:

- Name, title, organization, and contact information of the individual coordinating the quotation submission. This person will receive official correspondence concerning this submission.
- Name and qualifications of the Project Lead, including relevant experience.
- Description of the proposed methods for completing the Wetland Establishment Project, including a clear demonstration of how project methods and deliverables conform to the specifications provided in Appendices 2 to 5 of this document.
- As per Appendix 3, cost including all applicable excise taxes, customs, freight, exchange, and all other charges. Harmonized Sales Tax is extra.

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## Appendix 1. Acknowledgements and Bidder Contact Information

**I/WE ACKNOWLEDGE** that this quotation is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a quotation for the same goods/services and is in all respects fair and without collusion or fraud.

**I/WE ACKNOWLEDGE** that all matters stated in the said quotation are, in all respects, true.

**I/WE ACKNOWLEDGE** that, having read and understood the Quotation Package: Wetland Establishment Project – Bainsville, ON document, I/WE have satisfied ourselves as to the terms, conditions and specifications and do hereby submit a quotation for the work.

**I/WE ACKNOWLEDGE** that acceptance of this quotation and the execution of an agreement shall be considered a binding contract upon both parties. If specified at any time by the Raisin Region Conservation Authority (RRCA), it is agreed that the terms and conditions and the representations made in reference to this Quotation Package shall be incorporated in the contract to be executed by the parties once the RRCA has formally accepted the proposal.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Signing Authority (Print)**

\_\_\_\_\_  
**Signing Authority (Signature)**

\_\_\_\_\_  
**Business Name**

\_\_\_\_\_  
**Street Address, City, Province, Postal Code**

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

\_\_\_\_\_  
**Telephone**

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

## Appendix 2. Map of Wetland Establishment Project, Bainsville, ON

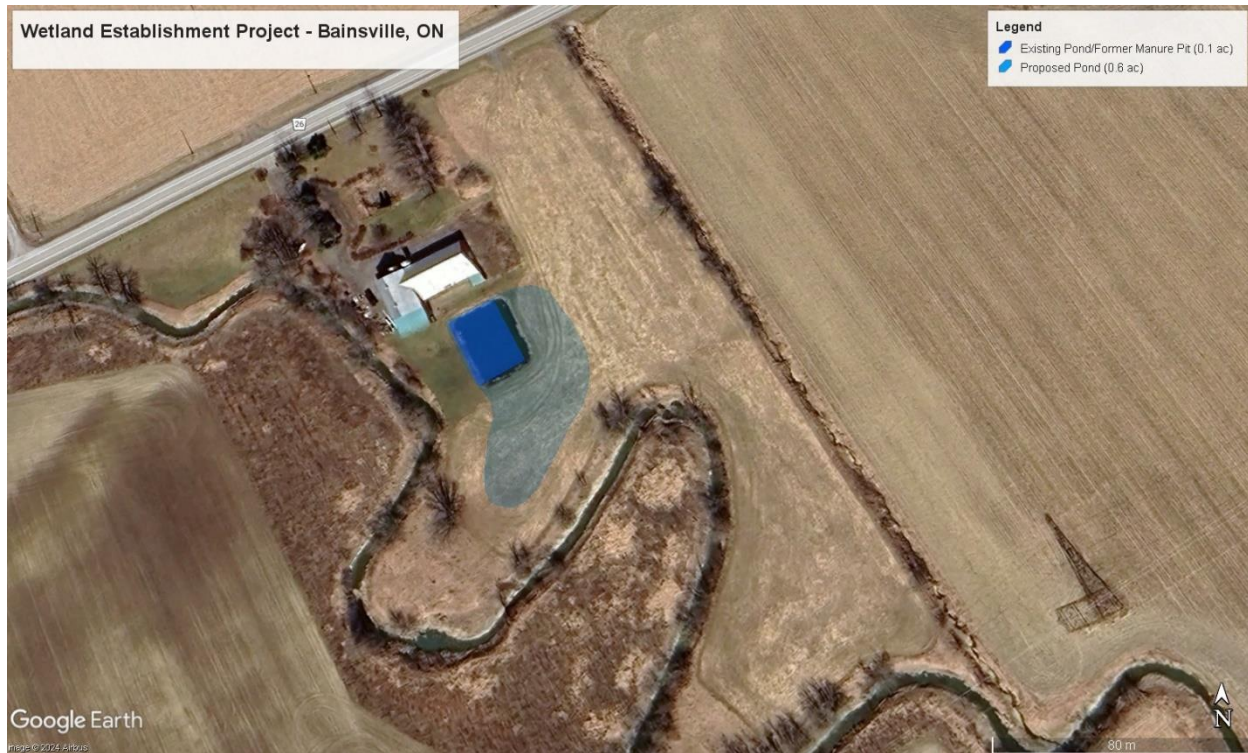


Figure 1: Map of planned wetland pair-pond in Bainsville, ON.

### NOTES:

1. The proposed pond is approximately 0.6 acres. The size and location of the proposed pond is subject to alteration based on site conditions.
2. The proposed pond will be created at the location of a retired earthen manure pit (approximately 0.1 acres). This pit has not been in use for approximately 20 years. Its contents were pumped out in June, 2024.
3. The proposed pond will be of variable depth (1-2m)
4. Contractors may visit the project site on September 30, 2024, at 10:00 AM EDT with the RRCA Stewardship Specialist. The meeting location is at 21108 Concession 4 Rd, Bainsville, ON. Confirmation of attendance for this site inspection is required by contacting Scott Braithwaite at [Scott.Braithwaite@rrca.on.ca](mailto:Scott.Braithwaite@rrca.on.ca).

### Appendix 3. Pricing Form

**Business Name:** \_\_\_\_\_

**Submission Date:** \_\_\_\_\_

Resources/Services	Description	Cost Estimate
<b>Total</b>		

**NOTES:**

1. Include equipment, personnel, and any other resources or services necessary for the proposed work in the “Resources/Services” column in above table.
2. Include a brief description of each resource and/or service included in the quotation in the “Description” column in the above table.
3. Shaded “Cost Estimate” column in above table must be completed for each resource and/or service included in the quotation. This value should represent the total estimated cost of each resource/service for the duration of the project work.
4. Shaded “Total” row in the above table must be completed. Tally the cost estimates for each resource/service. This value should represent the total estimated cost of the project.

## Appendix 4. Project Timelines

Table 1 reflects the RRCA’s deadlines for project milestones. It is subject to change at the RRCA’s discretion.

**Table 1: Timeline of the Wetland Establishment Project – Bainsville, ON**

<b>Task</b>	<b>Date</b>
Quotation package circulated	September 25, 2024
Site visit	10:00 am EDT – September 30, 2024
Closing date	9:00 am EDT – October 4, 2024
Project start date	November 1, 2024 <sup>1</sup>
Project end date	January 31, 2024

**NOTES:**

1. Date specified here is the earliest start date. Actual start date will depend on site conditions, Vendor availability, and internal approvals.



## **Appendix 5. Operating Conditions**

### **1. Supervision**

Contractor shall designate a supervisor who shall perform inspections of the operation on a regular basis and ensure operating conditions are being met. If it is suspected that the operating conditions cannot be met, operations are to be suspended and the RRCA must be contacted immediately for direction on how to proceed.

### **2. Landings and Timing**

Selection of landings (equipment staging) and timing for operations will be determined following establishment of a contractual agreement between the Vendor and the RRCA.

### **3. Access and Clean-up**

Access roads must be approved by the RRCA before operations commence.

All roads and trails must be cleaned up to the satisfaction of the RRCA before the Project is deemed complete.

Any spills of oils, fuel and grease must be cleaned up at the Contractor's expense and reported immediately.

All garbage of any type resulting from the operation must be removed from the site and deposited in an approved waste disposal site.

### **4. Rutting**

A rut is defined as a continuous trench created by machine traffic that is greater than 4 metres in length and is greater than 30 cm in depth. Rutting is to be minimized on all sites, including trails and landings. The Contractor is responsible for recognizing when rutting may occur and is to take measures to reduce damage, including notifying the RRCA immediately.

### **5. Invasive Species Spread Prevention**

Heavy machinery on site must be cleaned prior to and after use to avoid transportation of invasive species to or from the project site.