



## **Request for Tender**

**RFT-02-2023**

**for**

### **Dock Replacements – Design, Supply and Install of F Dock and Fuel Dock**

Please submit one signed original of the complete tender using the attached forms, plus one electronic copy on a USB drive, in a sealed envelope quoting the above tender number and closing date. Submissions must be received before 3:00:00 p.m. local time Thursday, January 26, 2023 to:

**The Corporation of the Town of Prescott**

**Attention: Nathan Richard, Director of Operations**

**360 Dibble Street West**

**P.O. Box 160, Prescott, ON, K0E 1T0**

**RFT Number: RFT-02-2023**

**by email (preferred) [agilchrist@prescott.ca](mailto:agilchrist@prescott.ca)**

**Mandatory Site Visit: Thursday, January 12, 2023, 2:00 p.m.**

**Closing Date: Thursday, January 26, 2023, 3:00 p.m.**

Tenders must be received before the above-mentioned time and date, in accordance with the attached Request for Tender Forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

**Contact:**

**Operations Department**

**Ms. Alex Gilchrist**

**[agilchrist@prescott.ca](mailto:agilchrist@prescott.ca)**

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## A. The Project and Tenders

### 1. Introduction

The Corporation of the Town of Prescott (the Town), Operations Department invites tenders from qualified proponents interested in providing new boat dock replacements as specified in this tender document.

The requirements for the responses to this Request for Tender (RFT) are described in this document. The tender must meet all the requirements as outlined including design, supply and installation.

The Town, at its sole discretion, reserves the right to refuse any tender and to re-issue this RFT.

### 2. Term of the Project

The project will commence when a contract has been signed.

### 3. RFT Schedule

The RFT process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town reserves the right to modify any or all dates at its sole discretion.

|   |                            |           |
|---|----------------------------|-----------|
| <b>Release of Tender:</b>                 | Thursday, January 5, 2023  |           |
| <b>Mandatory Site Meeting</b>             | Thursday, January 12, 2023 | 2:00 p.m. |
| <b>Deadline for Submitting Inquiries:</b> | Thursday, January 19, 2023 | 3:00 p.m. |
| <b>Tender Closes:</b>                     | Thursday, January 26, 2023 | 3:00 p.m. |
| <b>Completion of Work</b>                 | Friday, May 5, 2023        |           |

**Note:** Dates are subject to change at the discretion of the Town.

Notification of any changes or revisions to the RFT, including responses to questions, will be issued to all proponents registered on Biddingo, MERX, and on the Town of Prescott website. Each addendum shall form an integral part of this RFT. If any addendum is issued, the Town may at its sole discretion extend the deadline for submission of responses for a reasonable period of time.

The Town reserves the right to award a contract based on both tender bid price and completion, whichever the Town considers to be in their best interests.

#### **4. Project Authority and Involvement**

The selection of any successful proponent will be by the Town, upon review and recommendation made by staff. The award of this RFT may require Council approval. Any and all inquiries must be direct to the staff member indicated in section A. 6 below.

#### **5. Project Stakeholders**

The decision-making process authority rests with the Town. There are no other stakeholders in this RFT.

#### **6. Inquiries**

Any clarification of this document, or request for additional information, must be received by 3:00 p.m., local time, on Thursday, January 19, 2023 in writing by email to:

**Operations Department**  
**Ms. Alex Gilchrist**  
**agilchrist@prescott.ca**

No officer, agent or employee of the Town is authorized to alter orally any portion of these documents. Any alterations required will be issued to all registered proponents as written addenda. Addenda shall be considered as an integral part of the RFT documents. The proponent shall list in its submission, all the addenda that were considered when the tender was prepared. Although every effort will be made to ensure that proponents receive all the addenda, it is the responsibility of each proponent to ensure all addenda issued have been received.

#### **7. Tender Content**

Each tender submitted must include a demonstrated understanding of the objectives, scope and particulars of the goods and services required. Tenders must include:

- i.** Signed irrevocable offer – Section D
- ii.** Completed Appendix A – Price Schedule. Prices must be in Canadian dollars and must include all associated costs. The prices submitted will be considered the maximum the Town must pay.
- iii.** Completed Appendix B – Contact Information & References. A minimum of three references, preferably from the municipal or public sector. References shall be of recent projects of a similar scope or magnitude undertaken by the proponent. Each reference will include the name of the client, contact name, address and telephone numbers. Note that the Town and/or staff that are currently employed with the Town, or any individual employed by the Town during the most recent contract term for this service, must not be listed as client references or utilized to provide letters of recommendation, letters of acknowledgement or similar documentation meant to provide the same information.
- iv.** Description of proposed approach and methodology including resources available and proven ability to meet the projects requirements.
- v.** Company Profile. Submissions shall include the legal name and form of the firm, a company profile, specifies the parent company if applicable, including years in business

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and an indication of financial stability. Provide a summary of your staff compliment. An overview of the responding firm's experience in providing services to the public sector, and any other relevant information about the responding firm.

- vi. Evidence of Insurance on the Town of Prescott Insurance Certificate. Evidence of a current WSIB Clearance Certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract.
- vii. A copy of your Health & Safety Policy.
- viii. Provide Environmental considerations.

Failure to provide all components may result in the rejection of your submission.

**8. Evaluation of Tenders**

The following scoring system will be used to evaluate each accepted tender:

|  | <b>Weight</b> |
|--|---------------|
| <b>i. Pricing &amp; Related Costs</b>  | <b>75%</b>    |
| Prices are to be quoted in Canadian Dollars, excluding taxes as per Appendix A.<br>Pricing must be all-inclusive of the components required to complete this work.<br>Evaluation points for the purchase price criteria will be awarded using a pro-rated methodology whereby the lowest price submission will receive the maximum available points (50) for the purchase price. |               |
| <b>ii. Company Profile, Resources and Experience</b>   | <b>25%</b>    |
| Office Location and contact, years in business, hours of operation, staff compliment<br>References and experience on similar contracts   |               |

**9. Submission of Tenders**

Tender responses, a signed and sealed irrevocable offer (Section D), and all required content as per Section A. 7 must be submitted in a complete tender package. Brochures may be included in the tender package.

One signed original tender, plus one electronic copy (on a USB drive), in a sealed envelope clearly marked as to its contents or by email:

**RFT Number RFT-02-2023**  
**be received no later than 3:00:00 p.m. local time**  
**Thursday, January 26, 2023**  
**Addressed to:**  
**The Corporation of the Town of Prescott**  
**Attention: Nathan Richard, Director of Operations**

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**360 Dibble Street West**  
**P.O. Box 160, Prescott, ON, K0E 1T0**  
**RFT Number: RFT-02-2023**

**OR**

**by email (preferred) [agilchrist@prescott.ca](mailto:agilchrist@prescott.ca)**

Tenders received after the above due date and time will not be considered.

Tenders received without a signed and sealed copy of the Irrevocable Offer will not be considered.

Tenders that do not fully comply with the requirements of this RFT will not be considered.

Tender to be accompanied by a Bid Bond or a certified cheque made payable to “The Corporation of the Town of Prescott”. The bid bond or cheque is to be made equal to or greater than the amount shown in the following table:

| <b><u>Total Tender Amount</u></b> | <b><u>Minimum Deposit Required</u></b> |
|-----------------------------------|--|
| \$20,000.00 or less               | \$1,000.00                             |
| \$20,000.01 to \$50,000.00        | \$2,000.00                             |
| \$50,000.01 to \$100,000.00       | \$5,000.00                             |
| \$100,000.01 to \$250,000.00      | \$10,000.00                            |
| \$250,000.01 to \$500,000.00      | \$25,000.00                            |
| \$500,000.01 to \$1,000,000.00    | \$50,000.00                            |
| \$1,000,000.01 to \$2,000,000.00  | \$75,000.00                            |
| \$2,000,000.01 and over           | \$150,000.00                           |

## **B. Project Requirements**

### **1. Introduction**

The Corporation of the Town of Prescott (the Town), Operations Department, invites tenders from qualified vendors for the design, supply and installation of two (2) docks for the marina.

### **2. Scope of Work**

Work on this contract consists of the design, supply of all materials, equipment and labour to construct, deliver and install new docks (as specified), including removal of the existing F dock and Fuel Dock.

#### General

Prior to the commencement of work, any ramps, benches, lights, or fixtures affected by the proposed work shall be carefully removed and stored at a secured designated area of the site. These elements shall be maintained in good working order when possible and are intended to be re-installed following construction unless otherwise noted.

Cleats to be 10" mooring cleats with solid core 1 3/8" x 1 1/4" center hole. Each dock finger shall have a minimum of 6 cleats.

#### Part B

1. Provide designs for the purpose of construction of the following harbour docks for the Town of Prescott.
  - a. F Dock, has power & water
    - i. Main dock length of 165' and width of 5'6"
    - ii. Fingers to be 21' long x 2'6" wide
    - iii. Dock structure to include a chain fall hole for connection to existing underwater chains, additional underwater work may be required for extension work
    - iv. Existing ramps to be utilized and not replaced. Removal and re-installation of ramps to be completed by Contractor.
    - v. Floating freeboard shall be a minimum of 18"
    - vi. Existing Electrical Power for eight dual pedestals each with 30 amp services.
    - vii. New pedestals to be installed; seven (7) dual pedestals with 30 amps service and one (1) pedestal capable of 50 amp service for one boat. Pedestal model: Harbor Light Model HL30100, more specifications in Appendices.
    - viii. Installation of mooring cleats
  - b. Fuel Dock, has power & water
    - i. Main dock length of 41' and width of 6'6" (wider for reels)



- ii. Dock structure to include a chain fall hole for connection to existing underwater chains, additional underwater work may be required for extension work
  - iii. Existing ramps to be utilized and not replaced. Removal and re-installation of ramps to be completed by Contractor
  - iv. Floating freeboard shall be a minimum of 18"
  - v. Existing Electrical Power is on the dock for power for one safety emergency button
  - vi. Replace existing safety emergency button and emergency sign
  - vii. Add two reels for the fuel hoses. There are two existing fuel hoses that require reels to be installed on the floating dock. The fuel dispenser will remain on the fixed land side.
  - viii. Add one reel for the pump out hose
  - ix. Add one lockable plastic toolbox (approximately 20" x 40") mounted near the end of the dock. (for various pump out tools)
  - x. Installation of mooring cleats
  - c. Dock designs to be submitted with bid, including material specifications and drawings.
2. Designs to be developed to a 25-year lifecycle with the following design guidance:
- a. All dock sections to incorporate continuous steel tube, spiral welded flotation units with a minimum of 1/4" wall thickness
  - b. Steel or aluminum substructure
  - c. Wood decking, screwed in place
  - d. Docks shall be fabricated in shop with wood members fitted. Wood shall be shipped to site separately, where required, and installed in a manner to be considered complete
  - e. installation of anchor chains, electrical and plumbing fixtures
  - f. Materials to include:
    - i. Lumber to be minimum SPF No.2 pressure treated.
      - 1. Decking and skirt to be 2"x8"
      - 2. Stringers to be 4"x4"
    - ii. Steel Specifications:
      - 1. Spiral welded steel shall be in compliance with ASTM A252-10 Grade 3
      - 2. Steel may be to ASTM A500 Grade C
      - 3. Steel surfaces to be sandblasted, cleared of debris and a non-rust coating to be applied
    - iii. Hardware

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1. All fasteners are to be hot-dipped galvanized
2. Decking shall be fastened with a minimum of 2 stainless steel screws at intersections with a minimum penetration of 2 ½”
3. All hinges to be silent with rubber or polyurethane inserts
- g. Alternate materials may be provided by bidders. Bids are to be complete meeting the requirements in Part A Section 1 a & b. Alternate bids to provide a minimum of three references of similar installations.
  - i. A separate pricing section has been provided for alternate materials to be included by all bidders for review by the Town.
3. All docks being replaced under this tender at the Harbour are required to be removed and disposed of by the Contractor.
  - a. Existing utilities and underwater structures shall be located and safeguarded prior to construction. It is the responsibility of the Contractor to locate and protect all existing services, utilities, and structures.
  - b. The Contractor shall provide all necessary temporary shoring and hoarding to structures & utilities on site.
4. Delivery and installation of new docks at Prescott Harbour, including offloading, placement, and all in-water work.
  - a. Contractor shall confirm all dimensions prior to construction.
    - i. Discrepancies shall be reported to the Tender Contact for review and an addendum will be issued for any alterations.
  - b. Chain to be installed to be taught and arranged to prevent interference with boat traffic, tangling, and otherwise obstructing the floating dock.
5. Re-installation and completion, reconnection of electrical and plumbing work as required on F dock and Fuel dock.

### **3. Project Costs**

The Price Schedule, Appendix A, must show the total all-inclusive upset cost in Canadian dollars (excluding applicable taxes). Taxes shall be shown as a separate line item on all invoices. Submissions must be set out in a clear and concise format and must include all associated costs. If no fees are recorded it will be assumed there are no such fees, and invoices will be paid accordingly.

### **4. Background of the Project**

The Town Operations Department invites tenders from qualified proponents interested in providing supply and installation of boat docks as specified in this tender document. The current docks are approximately 35 years old and require replacement.

### **5. Available Town Resources**

The work required from any request from this RFT will be made by Town staff.

**6. Objectives**

The objective is for the Town to have F Dock and the Fuel Dock replaced in early May and no later than the Wednesday before the long weekend in May of 2023.

**7. Assumptions**

Proponents must take into account the following assumptions in preparing and submitting tenders:

- a) Prices quoted must be in Canadian dollars.
- b) Harmonized Sales Tax (HST) is extra and must be shown as a separate line item on all invoices.
- c) Submissions are irrevocable for 120 days.
- d) Prices provided must be firm for the contract period. The successful vendor will be required to submit such substantiating documentation as the Town deems necessary to verify any challenged invoices.
- e) The Town reserves the right to complete the work with its own forces at times.
- f) All lobbying is prohibited under this RFT.
- g) The Town reserves the right to reject any supplies or materials which, in their opinion, do not conform to the specifications, and any rejected product shall be removed from Town property by the supplier at their own expense and replaced immediately with the required standard; the supplier shall be liable for any damages as may be occasioned by or attributable to any deleterious effect(s), etc., resulting from inferior or incorrect product(s) or service(s) having been inadvertently or otherwise supplied.
- h) Deliveries of such quantities shall be made, as and when required, during the period of the contract.
- i) Successful vendors will coordinate the service with the designated staff member.
- j) Invoices are to be directed to the attention of the appropriate staff member and mailed to the appropriate department. Invoices shall be submitted within 30 days of the conclusion of the work and include the location as well as the date the operation took place.
- k) No proponent is relieved from supplying all components necessary to render the materials and/or services fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents. All submissions shall be deemed to propose goods that are fit for use.

Any contravention of the above items may lead to the cancellation of any Contract.

**8. Resource Requirements**

Proponents must detail any resources they will provide and require as part of their tender. This includes their resources, partners, third party consultants and sub-contractors, as well as Town resource requirements they are assuming will be provided outside of those defined in section B. 4.

The Contractor agrees to submit a list of any Sub-contractors who will be carrying out any part of this contract. This list shall show the names of the proposed Sub-contractors and for what work each will be responsible for. The Town has the right to reject any of the Sub-contractors' names. In this event, the Contractor shall arrange to have the proposed work done by such other Sub-contractor as may be approved by the Town.

Should the Contractor cease operations, under no circumstances shall Sub-contractors be allowed to continue the work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Town, in writing, of the names and positions of the person or persons representing the Contractor.

#### **9. Milestones and Results**

Any contractor or service provider that is chosen to work on municipal properties shall advise the Director of Operations each day in which they are working on Town property. All efforts will be made to schedule the work in advance. If permits or approvals are required for a project, the contractor will forward these to Town staff for record retention. When a project is assessed to extend to more than 1 week of work, a schedule will be provided by the contractor to the Town.

#### **10. Interim and Final Reporting**

Prices will be subject to verification at any time. The successful proponent will be required to submit such substantiating documentation as the Town deems necessary to verify pricing on invoices. The successful proponent must provide reporting on all products delivered upon request of the Town.

The successful proponent shall be responsible for complying with all applicable laws and regulations related to the subject matter of this RFT.

#### **11. Formal Contract**

If preferred proponents are selected for this RFT, the proponent shall be prepared to enter into a contract, in a form that is satisfactory to the Town's Chief Administrative Officer, that will allow the Town the use of concepts, products, and processes produced or resulting from the services rendered by the proponent, in connection with the project or which otherwise developed or first reduced to practice by the proponent in the performance of the services for this project.

This Request for Tender shall constitute part of the terms and conditions of the contract award.

## C. General Terms and Conditions

The following terms and conditions are deemed accepted by all submitters of tenders in response to this RFT and are deemed incorporated into every contract resulting from this RFT:

### 1. Improper Delivery

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFT will not be accepted. Late submissions in response to this RFT will not be accepted.

### 2. Signing Requirements

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the tender. If the submitter of a tender is an incorporated company, the tender must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a tender is not an incorporated company, the submitter of a tender should sign his or her own name in the presence of a witness who should sign beside the submitter of a tender's name.

### 3. Applicable Law

This RFT, each submission and the Project itself are each subject to the provisions of all applicable law, including:

- the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c. M54;
- *Occupational health and Safety Act*, R.S.O. 1990, c.O.1, Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the Town is relying on this warranty in its decision to award the contract to the proponent; and
- The Corporation of the Town of Prescott is required by section 5 of the Integrated Accessibility Standards Regulation, Ont. Reg. 191/11 under the *Accessibility for Ontarians with Disabilities Act, 2005* to incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so. The Corporation of the Town of Prescott has determined that it is not impracticable to incorporate accessibility design, criteria and features under this procurement. Accordingly, prospective and selected proponents / bidders are required to provide the information related to accessibility in the provision of the goods and/or services as described and requested herein or in relation to this procurement.

This RFT, each submission and the Project itself are also each subject to the provisions of the Town's By-law Number 17-2017, A BY-LAW TO PROVIDE THE PURCHASING POLICIES, PRACTICES, AND PROCEDURES OF GOODS AND SERVICES BY THE TOWN OF PRESCOTT KNOWN AS THE "PURCHASING BY-LAW"

**4. Town not liable for RFT costs**

The Corporation of the Town of Prescott is not liable for any costs incurred by the submitter of a tender in responding to this "Request for Tender" or for any future costs associated with preparing quotations as part of this tender.

**5. Required Warranties**

Each submitter of a tender is deemed to expressly declare and warrant in the tender that:

- i. the prices in this Tender have been arrived at independently from those of any other submitter of a tender,
- ii. the prices in this Tender have not been knowingly disclosed by the submitter of a tender, and will not knowingly be disclosed by the submitter of a tender prior to award, directly or indirectly, to any other submitter of a tender or competitor,
- iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a tender for the purpose of restricting competition,
- iv. this tender is in all respects fair and without collusion or fraud.
- v. 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 tender, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. all materials and/or services proposed to be supplied to The Corporation of the Town of Prescott conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the tender is:
  - a. competent to perform the work described in this RFT ["the work"];
  - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
  - c. shall supply everything necessary for the performance of the work;
  - d. shall carry out the work in a diligent and efficient manner; and
  - e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFT and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFT under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of The Corporation of the Town of Prescott as part of any contract arising from this RFT.
- x. The submitter confirms that the price proposed is an upset limit above which the Town is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

**6. No Obligation to Contract**

Submissions made in response to this Request for Tenders do not constitute the acceptance of a contract with the Town of Prescott. Submissions constitute offers that the Town may or may not accept on its sole discretion. The Corporation of the Town of Prescott further reserves the right to accept or reject any or all tenders or parts of tenders, to order additional units at the price submitted, or to accept any tender considered in its best interest, and to request re-tenders on the required materials and/or services. The Corporation of the Town of Prescott also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the Town of Prescott further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the Town in the opinion of the Town. The Town of Prescott reserves the right to include consideration of any outstanding claims against or by the Town, any record of poor performance with the Town, and the appropriateness of any key personnel in the evaluation of any tender and to reject any tender based on the record of past poor quality of service, claims, and disputes or difficulties related to proceedings in completed past projects for the Town.

Each submission of a signed tender is deemed an irrevocable offer which may be accepted, at the sole option of The Corporation of the Town of Prescott and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by The Corporation of the Town of Prescott including but not limited to those set out herein. The Town reserves the right to reject an offer to supply goods and services presented in response to the Town's procurement processes where the Town determines that the person making the offer is in any way indebted to the Town and, in its sole discretion, is of the opinion that it is in the Town's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the Town may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the Town.

**7. Contract Payments**

Unless otherwise specified, should The Corporation of the Town of Prescott enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of The Corporation of the Town of Prescott or the date on which the invoice is received, whichever is later.

**8. Limitation of Liability**

Unless otherwise agreed, should The Corporation of the Town of Prescott enter into a contract relating to the Project, the other contracting party shall agree to hold The Corporation of the Town of Prescott harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss,

expense, action or suit arising from the Project. Independent of any steps taken by the Town, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the Town.

Each proponent submitting a tender in response to this RFT specifically releases The Corporation of the Town of Prescott, its staff, officers, consultants, agents, Council, and councilors from and also specifically waives all liability, loss, expense, action, or claim it may have in law or equity arising in any way from processes related to this RFT including but not limited to the award of contract, negotiated terms of the contract, reject of tender, evaluation of tenders, exercise of any privileges pursuant to section C6 above or for any other thing done or not done by the Town or a successful proponent.

**9. Dispute**

In cases of dispute as to whether or not deliverables meet the requirements of The Corporation of the Town of Prescott, the decision of such agent as The Corporation of the Town of Prescott may appoint will be final and binding.

**10. No Assignment**

Unless otherwise agreed, should The Corporation of the Town of Prescott enter into a contract relating to the Project, the other contracting party shall not, without the written consent of The Corporation of the Town of Prescott, assign or subcontract any aspect of the Project or the deliverables.

**11. Fit for Use**

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

**12. No Implied Waiver**

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

**13. Governing Law**

All submitters of tenders, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for the dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

**14. Force Majeur**

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFT or the Project 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.

**15. Deemed Satisfaction as to Submission**

The submission of a tender shall be deemed conclusive proof that the submitter of a tender has satisfied itself as to all the requirements set out in the RFT, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by The Corporation of the Town of Prescott based on the assertion by the submitter of a tender that it was uninformed as to any of the requirements of the tender.

**16. Default under Project**

In case of a default of performance of the Project, The Corporation of the Town of Prescott reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a tender or contractor and are due forthwith.

**17. Title and IP Right to the Work**

Title and intellectual property interest ["IP"] to the work described in this RFT ["the work"] and any part thereof vests in the Town upon delivery and acceptance thereof by or on behalf of the Town. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the Town of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the Town and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

**18. Insurance**

Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a "per occurrence" basis, in the amount of no less than five million dollars (\$5,000,000.00) and motor vehicle liability in the amount of no less than two million dollars (\$2,000,000.00). WSIB coverage, whether mandatory or optional, shall be provided. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the Town and shall be kept in full force during the complete period. The Town shall be named as an Additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the Town, and proof of WSIB coverage, before the Town, shall enter into a contract in relation to this Request for Tender, and throughout the life of the contract.

**19. Enforcement**

Any successful proponent will have to enter into a legally binding agreement with The Corporation of the Town of Prescott. Where any breach of the terms of that agreement should occur, the Town shall review all legal remedies available to it and use any appropriate remedies to protect the interests of The Corporation of the Town of Prescott including law suit

or application before the appropriate court or tribunal. All submitters of tenders in response to this RFT hereby acknowledge and attorn to the jurisdiction of the choice of the Town of Prescott in any such legal process.

## **20. Opening Process**

The following processes shall be used when RFT submissions are opened:

- a. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
- b. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.

## **21. Privacy and Freedom of Information**

All submissions and attached materials received in response to this [RFT/tender] are deemed to be the property of the Town of Prescott as of the date of their submission except to the extent they are protected as third-party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations, and tenders submitted to The Corporation of the Town of Prescott (the Town). Tenders, quotations, and tenders will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Town shall not withhold the following information from tenders, quotations or tenders, if requested through the MFIPPA process by any person or business:

- the cover letter to the tender, quotation, or tender;
- the table of contents;
- lists of figures, tables, and appendices; and
- any information regarding the form and structure of a tender, quotation or a tender (i.e. information which may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their tender/quotation/tender which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The Town of Prescott cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

**D. Form of Irrevocable Offer**

I, having the authority to bind the vendor named herein, hereby offer to provide the requirements under Request for Tender Number RFT-02-2023 to The Corporation of the Town of Prescott according to the terms set out in this tender as well as in the Request For Tender including the requirement for and acceptance by a formal contract acceptable to The Corporation of the Town of Prescott. I also agree that this irrevocable offer shall be open to acceptance by The Corporation of the Town of Prescott for a period of one hundred twenty (120) days from the closing date for the receipt of tenders.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Authorized Representative or Official

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Name and Title of Signatory:

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**E. Appendices (as applicable)**

Appendix A: Price Schedule

Appendix B: Contact Information and References

Appendix C: Drawings/Sketches/Pictures

Appendix D: Contract Agreement Example

**Appendix A: Price Schedule**

| Item | Description  | Tender Price<br>(HST excluded) |
|------|--|--------------------------------|
| 1    | F Dock - Supply of all materials, equipment and labor to complete the Fabrication, Delivery and Installation of F Dock and removal of existing F dock              |                                |
| 2    | Fuel Dock - Supply of all materials, equipment and labor to complete the Fabrication, Delivery and Installation of the Fuel Dock and removal of existing Fuel dock |                                |
|      | <b>Total Tender Price (excluding HST)</b>  |                                |
|      | <b>HST</b>   |                                |
|      | <b>Total Tender Price (including HST)</b>  |                                |

The contractor hereby agrees that his/her/their bid price shall include the provided estimated quantities to complete the entire works. The Contractor shall satisfy themselves with the estimates on site, any discrepancies should be reported prior to submission of the tender.

**ADDITIONAL DOCK**

It is possible that additional material may be required due to unknown circumstances. If it is required of the Contractor is to provide supplementary pricing which will be used in determining additional cost if so required. Supplementary Pricing will be as follows:

Dock Assembly – price per linear foot installed (CDN Dollars – including all labor, equipment and materials): \_\_\_\_\_

**DELIVERY**

The Town requires completion of F Dock and the Fuel Dock by May 5, 2023 and no later than the Wednesday before the long weekend in May of 2023. Please indicate whether your company can guarantee completion of the work in the aforesaid dates:

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is “No”, please insert the date of completion that your company can guarantee.

\_\_\_\_\_

The Town of Prescott  
Request for Tender RFT-02-2023 for F Dock and Fuel Dock

---

**Special Fees:**

Indicate any fees above and beyond the price. If no fees are recorded it will be assumed there are no such fees, and invoices will be paid accordingly.

| <b>Item</b> | <b>Description</b> | <b>Unit Price</b> |
|-------------|--------------------|-------------------|
| 1           |                    |                   |
| 2           |                    |                   |
| 3           |                    |                   |
| 4           |                    |                   |
| 5           |                    |                   |

## Appendix B: Contact Information and References

### Company contact information:

Contact Person: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Emergency Phone Number: \_\_\_\_\_

References provided by the proponent will be used to determine whether past performance on similar contracts has been satisfactory.

### Reference 1:

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Value of Project: \_\_\_\_\_

### Reference 2:

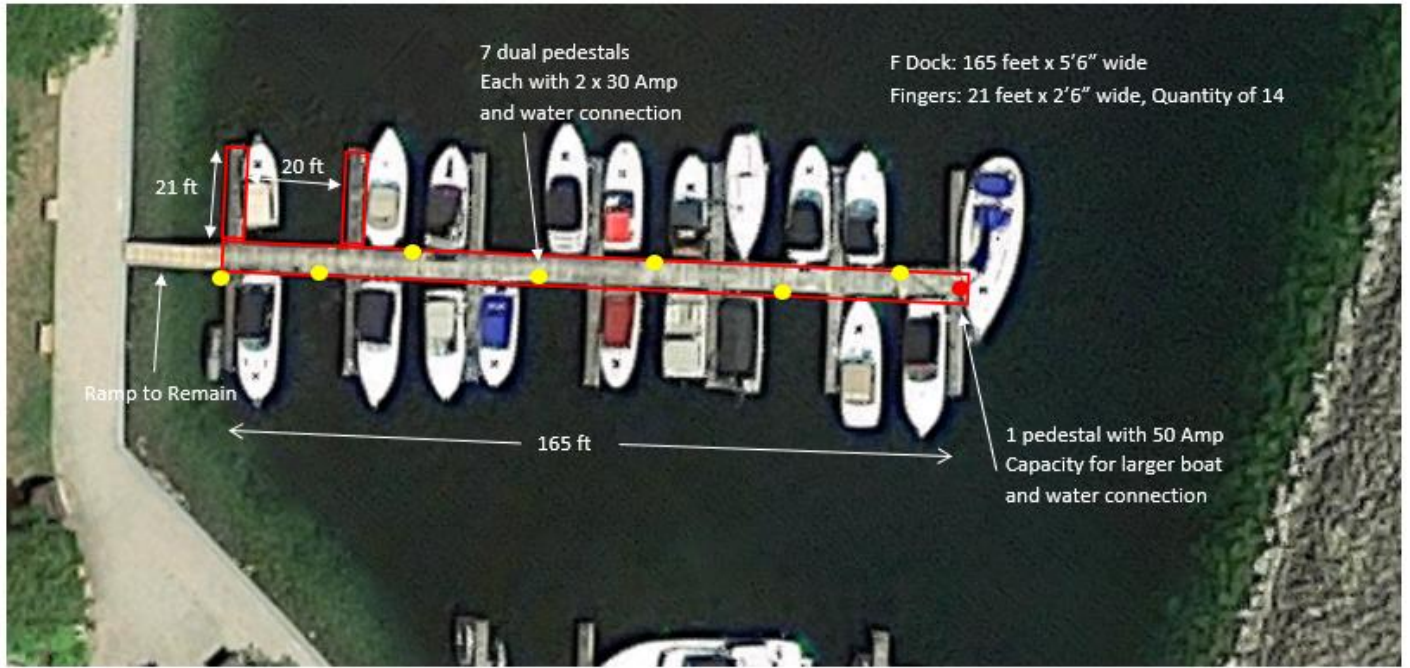
Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Value of Project: \_\_\_\_\_

### Reference 3:

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Value of Project: \_\_\_\_\_

**Appendix C: Drawings/Sketches/Pictures**

**F Dock: 165 feet**



**F Dock: Existing dock pictures**





The Town of Prescott  
Request for Tender RFT-02-2023 for F Dock and Fuel Dock

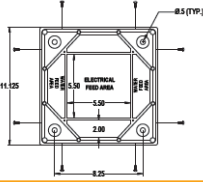
**Fuel Dock: 41 feet**



**Fuel Dock: Existing dock pictures**



Power Pedestal Brand/Model



Harbor Light Mounting Detail



# HARBOR LIGHT

## Power Pedestal Model HL30100

The "Harbor Light" power pedestal has been developed as a polycarbonate sister to the "Harbor Light SS" and sets a new standard for durability and ease-of-use. Built to withstand the harshest environmental conditions, the "Harbor Light" keeps with the Marina Electrical Equipment philosophy of being incredibly simple to install, maintain and operate for many years.



STANDARD DIMENSIONS: 42.5"H 11.125"W 11.125"D

### STANDARD FEATURES

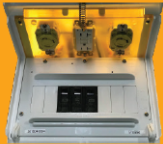
- Intertek-ETL Listed, tested in accordance with Underwriters Laboratories-231 standards, CAN/CSA Standard C22.2 No.29 and NFPA 303.
- Heavy-duty .1875" thick injection-molded polycarbonate NEMA 3RX main housing, lens and top assemblies.
- Limited 1-Year Warranty.
- Extra wide back-lit receptacle faceplate for easier plug-in.
- Highest quality twist-lock receptacles & circuit breakers.
- Patented pivoting receptacle faceplate assembly, which simplifies field-maintenance tasks such as replacing circuit breakers, receptacles or meter current transformer coils.
- Photocell-controlled LED light fixture with fuse protection.
- 250-Amp rated copper stud-lug single phase 125/250V terminal block.
- Newly designed, highly functional dual hose/cable brackets, capable of holding min. 50' of standard 5/8" ID garden hose or 50' of 50-ampere, 4-wire shore power (S.O.) cord.
- Clean-looking flush-mounted access panels.
- Durable polycarbonate mounting base plate which isolates the bottom housing from the dock surface.
- Lockable polycarbonate weatherproof doors which shield the receptacles and circuit breakers from the elements while in use (as required by NFPA 303 and NEC Article 555).

### OPTIONAL FEATURES

- Receptacle Options:
  - 20A, 125V Duplex GFCI.
  - 20A, 125V L5-20R Twist-Lock Shorepower.
  - 30A, 125V L5-30R Twist-Lock Shorepower.
  - 50A, 125V SS-1 Twist-Lock Shorepower.
  - 50A, 125/250V SS-2 Twist-Lock Shorepower.
- Interlocking circuit breakers, ground fault circuit breakers.
- Solid-state electric monitoring for sub-metering kWh consumption.
- Wireless NUCORE™ remote meter reading.
- Ground Fault Monitoring at each slip (patented).
- 250-Amp rated copper stud-lug three phase 125/250V terminal block.
- 250-Amp rated split terminal block.
- 3/4" IPS ball valve hose bibs.
- Hose bib vacuum breakers.
- Water metering.
- Phone, Cable TV, and/or Data ports.
- Amber or Clear Polycarbonate Lens.



Protected KWH Counter



Extra-Wide Back-Lit Receptacle Faceplate

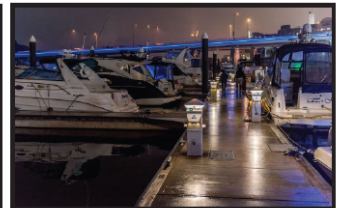
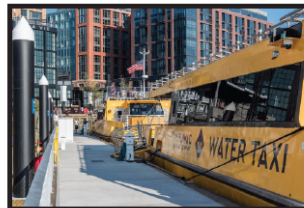


Easy-Access Terminal Block



Pivoting Faceplate Assembly

6



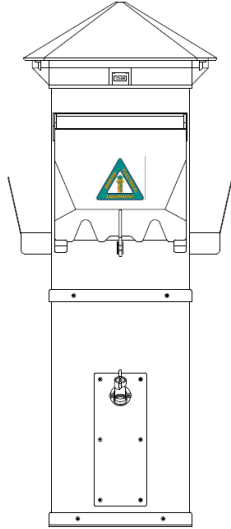
# The Town of Prescott

## Request for Tender RFT-02-2023 for F Dock and Fuel Dock



### Harbor Light Model HL30100

#### General Specifications



Marina Electrical Equipment, Inc.  
1715 Merrimac Trail  
Williamsburg, VA 23185  
Toll Free: 1-855-258-3939  
Fax: 1-757-258-3988



Rev.6 06/01/2018

### General Specifications - Harbor Light Model HL30100

ALL HARBOR LIGHT POWER PEDESTALS SHALL MEET THE FOLLOWING SPECIFICATIONS:

#### SECTION A: ACCEPTABLE MANUFACTURERS:

Marina Electrical Equipment, Inc.  
1715 Merrimac Trail  
Williamsburg, VA 23185  
Toll Free: 1-855-258-3939  
Web: [www.marinaelectricequipment.com](http://www.marinaelectricequipment.com)

#### SECTION B: GENERAL REQUIREMENTS

1. Power pedestal shall be listed and marked, tested and certified to conform to Standard ANSI/UL® 231 entitled "Power Outlets" and CAN/CSA Standard C22.2 No. 29 entitled "Panelboards and Enclosed Panelboards."
2. Shall be compliant with all sections of the latest edition of NFPA® 303, "Fire Protection Standards for Marinas and Boatyards."
3. Shall be compliant with NEC, and NFPA 70 406.8 (B)(2)(a), which states: "A receptacle installed in a wet location shall be installed in a weatherproof enclosure, the integrity of which is not affected when the attachment plug cap is inserted."

#### SECTION C: CONSTRUCTION REQUIREMENTS

1. All materials and components used in the construction of the power pedestal shall be listed.
2. **Main Housing:** Shall be constructed of 3/16" thick injection-molded listed polycarbonate and shall be painted with a UV-resistant 2-part polyurethane coating and be listed as a NEMA® Type 3R weatherproof enclosure. The housing shall pivot at the mid-section to provide access to the terminal block assembly.
3. **Access Panels:** Shall be constructed of 3/16" thick injection-molded listed polycarbonate, painted with a UV-resistant 2-part polyurethane coating, and be flush-mounted.
4. **Top:** Shall be constructed of 3/16" thick injection-molded listed polycarbonate and shall be covered with a UV-resistant 2-part polyurethane coating.
5. **Lens:** Shall be constructed of 3/16" thick injection-molded listed clear or amber-colored polycarbonate.
6. **Mounting Base:** Shall be constructed of 1/4" thick injection-molded polycarbonate and isolate the bottom of the pedestal housing from the mounting surface to shield against the corrosive effects of concrete and pressure-treated wood decking. The base shall include a non-metallic gland plate designed to prevent the intrusion of water and other items into the unit after installation.
7. **Hardware:** Shall be stainless steel, Phillips® drive.

#### SECTION D: LIGHTING

1. Each power pedestal shall contain a non-metered lighting assembly.
2. Lighting assembly shall be a readily available, commercially manufactured LED that is controlled by an electromechanical photocell. Optional helical compact fluorescent bulbs are also available.
3. The electromechanical photocell shall be internally mounted with no exposed external components.
4. Lighting assembly shall be protected by a 20 ampere, single pole circuit breaker or fuse.
5. Standard lighting assembly shall provide 360° downward illumination and provide minimum dock lighting of one foot-candle at 15 feet and not interfere with boater navigation.

#### SECTION E: RECEPTACLES & CIRCUIT BREAKERS

1. Receptacles shall be corrosion-resistant, locking grounding type conforming to NEMA® L5-20R, NEMA® L5-30R, NEMA® SS2-50R and/or NEMA® SS1-50R requirements and are rated for marine ship-to-shore use.
2. NEMA® receptacles shall be Leviton® corrosion-resistant stainless steel or equivalent.
3. IEC/CEE pin-and-sleeve receptacles shall be ABL-Sursum®, Glocetron® or equivalent.
4. Ground Fault Circuit Interrupting (GFCI) receptacles shall conform to NEMA® 5-20R requirements.
5. GFCI Receptacles shall be Leviton® SmartLockPro® Weather Resistant, corrosion-resistant stainless steel or equivalent.
6. Receptacles shall be mounted at a minimum height of 30" above the deck surface and at a minimum angle of 35° from horizontal for ship-to-shore power cord strain relief.
7. Each receptacle shall be individually protected by a thermal-magnetic type circuit breaker with 10 KAIC interrupting rating.

Marina Electrical Equipment, Inc.

1-855-258-3939

[www.marinaelectricequipment.com](http://www.marinaelectricequipment.com)

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### General Specifications - Harbor Light Model HL30100

#### SECTION E: RECEPTACLES & CIRCUIT BREAKERS (cont.)

8. Circuit breakers shall be miniature molded case type as manufactured by Square-D®, GE®, EATON® or equivalent and mounted vertically to avoid water accumulation on or around the circuit breaker.
9. Circuit breakers and twistlock receptacles shall be assembled together on a panel section which can pivot out as a single mechanism for simplified maintenance practices.
10. Circuit breakers and receptacles shall be covered by a hinged weatherproof lockable door which must latch closed with or without the plugs and ship-to-shore power cords attached.
11. GFCI receptacles shall be covered by the same hinged weatherproof lockable door, which complies with NEC Article 406.9 (B)(1), which states: "15 and 20 ampere, 125V and 250V receptacles installed in wet locations shall have an enclosure that is weatherproof whether or not the attachment plug is inserted".

#### SECTION F: SOLID-STATE ELECTRIC kWh MONITORING (OPTIONAL)

1. Each pedestal shall be equipped with solid-state electric monitors which output kilowatt-hours (kWh) consumption at each slip via an electromechanical counter and internally built wireless remote transmission. Wireless transmission shall be integral to the solid state electric monitor. Transmission via third-party vendors is not acceptable.
2. Each solid-state electric monitor shall be rated for 200 amperes, listed, marked and tested to conform to Standard ANSI-C12.1 and NTEP standards with ±1% accuracy.
3. Each solid-state electric monitor shall be capable of monitoring ground faults at each slip.
4. Each solid-state electric monitor shall measure the analog pulse output of the water meters at each slip and wirelessly transmit the gallon usage via the internally built wireless remote transmission. Wireless transmission via third-party vendors is not acceptable.

#### SECTION G: WIRING & TERMINAL BLOCK

1. Power pedestal shall be completely factory pre-wired to the load side of the copper 3/8" stud lug compression terminal block assembly.
2. Electrical wiring shall be high-stranding tin-plated copper THHW/MTW VVW-1 Boat Cable rated for 105°C.
3. LOAD side terminations to the copper bus bar shall be made by compression-type ring terminals on 3/8"-16 stainless steel stud with stainless steel 3/8" x 3/4" O.D. flat washer, 3/8" stainless steel split-ring lock washer and 3/8"-16 silicone-bronze hex nut, torqued to 180 inch-pounds.
4. LINE side terminations to the copper bus bar shall be made by compression-type ring terminals on 3/8"-16 stainless steel stud with a stainless steel 3/8" split-ring lock washer and 3/8"-16 silicone-bronze hex nut. Maximum wiring size shall be maximum 4/0 AWG for loop feeding and 350 kcmil for direct feed.
5. Maximum standard terminal block load shall not exceed 250 amperes at 125/250VAC or 277/480 VAC.
6. All electrical components shall be located above the electrical datum plane set forth by the NEC.
7. All exposed metallic parts shall be grounded as part of the integral equipment ground.

#### SECTION H: TELEPHONE, CABLE TELEVISION, INTERNET (OPTIONAL)

1. Power pedestals shall be capable of providing single and/or dual telephone (RJ-11), cable television (F), and internet (RJ-45) connectors.
2. Low voltage telephone, cable television, and internet connections must be mounted under a weatherproof protective cover.

#### SECTION I: PLUMBING (OPTIONAL)

1. Each pedestal shall be capable of providing single or dual 3/4" IPS stainless steel ball valve hose bibs.
2. Plumbing connections must be partitioned from all electrical wiring/components by an integral partition box.
3. Each ball valve hose bib shall be metered (with or without analog display at the pedestal) and have the gallon per slip usage wirelessly transmitted via an internally built wireless remote transmitter that is integral to the monitor. Wireless transmission via third-party vendors is not acceptable.

#### SECTION J: HOSE/CABLE BRACKETS

1. Each pedestal shall be equipped with brackets capable of holding 50 feet of standard 5/8" I.D. garden hose, or 50 feet of 50 ampere, 4-wire shorepower (S.O.) cord.

END OF SECTION

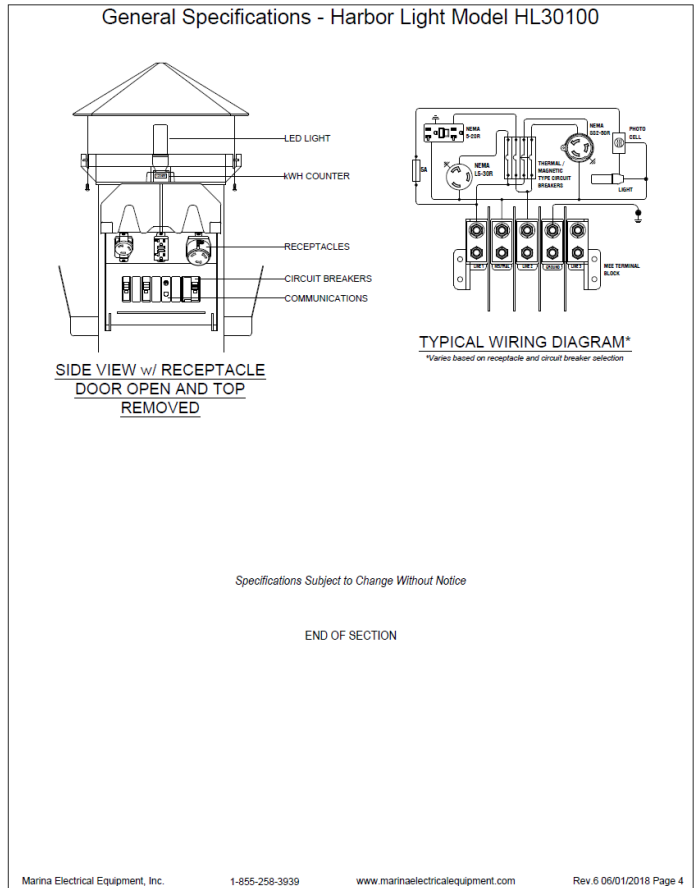
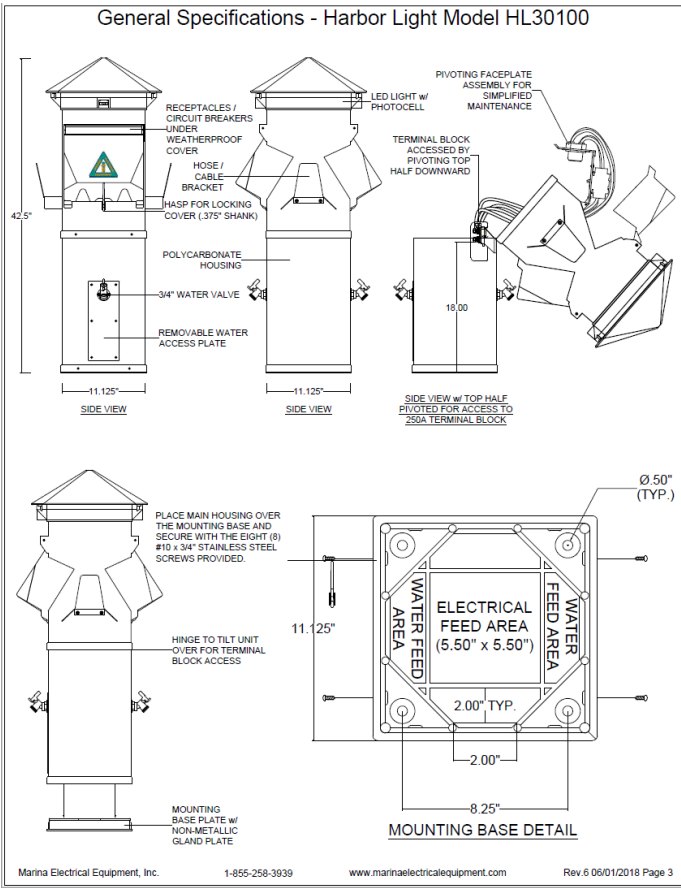
Marina Electrical Equipment, Inc.

1-855-258-3939

[www.marinaelectricequipment.com](http://www.marinaelectricequipment.com)

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Request for Tender RFT-02-2023 for F Dock and Fuel Dock



## Appendix D: Contract Agreement Example



### FORM OF AGREEMENT

THIS AGREEMENT made this            day of            , 2023

BETWEEN:            **Insert Name of Contractor**

hereinafter called the "Contractor"  
*The Party of the First Part*

- and -

**The Corporation of the Town of Prescott**

360 Dibble Street West  
PO Box 160  
Prescott, Ontario  
K0E 1T0

hereinafter called the "Municipality"  
*The Party of the Second Part*

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour, and other means of construction and, to the satisfaction of the Engineer, to do all work as described hereinafter, furnish all materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications and Tender therefore, which are acknowledged in the Special Provisions, Plans, Specifications and Conditions attached to the Quotation 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 the stipulations thereof have been embodied herein.

#### **DESCRIPTION OF THE WORKS:**

**Tender No. RFT-02-2023 – Town of Prescott Design, Supply and Installation of Harbour Docks F and Fuel Dock**

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement. In the event of non-completion of the work, the Contractor shall pay to the said Municipality, on demand, all loss, costs, charges,

damages, liens or expenses which may be paid, sustained or incurred by the said Municipality or any of its officers, servants or agents in consequence of any such actions, suits, claims, liens or execution or demand any monies paid or payable by the said Municipality or any of its officers, servants or agents, in settlement or discharge thereof, or on account thereof.

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 or lump sum prices of the Tender.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed their names and set their seals.

**Insert Name of Contractor**

**The Corporation of the Town of Prescott**

---

*Name:*

---

Matthew Armstrong

*Position:*

**Chief Administrative Officer & Treasurer**

---

Signature of Witness

---

Nathan Richard  
**Director of Operations**

---

Date

---

Date