

Tender Number: 2020-01

Sealed Tenders will
be received by: Township of McMurrich/Monteith

P.O. Box 70, 31 William Street

POA 1Y0

Phone: 705-685-7901

Clerk: Cheryl Marshall

Tender Closing Date: Wednesday, February 26, 2020

Tender Closing Time: 4:00pm

Tender for: To remediate Designated Substances in the School House
Building, Located at 2465 Highway 518 West, Sprucedale

Location: Township of McMurrich/Monteith

District of Parry Sound

(Lowest or any Tender not necessarily accepted)

INVITATION TO TENDER – 2020-01

Scope of Work:

1. Removal and disposal to be performed in accordance with Ont. Reg. 278, “Regulation respecting Asbestos on Construction Projects and in Building and Repair Operations” of all identified asbestos-containing building materials as per attached Designated Substances Survey Report.
2. Removal and disposal to be performed in accordance with Federal and Provincial Statutes of lead containing paint and lead containing pipes.
3. Removal and disposal to be performed in accordance with Federal and Provincial Statutes of mercury-containing materials.
4. Removal and disposal to be performed in accordance with Federal and Provincial Statutes of PCB-containing light ballasts.
5. Removal and disposal to be performed in accordance with Federal and Provincial Statutes of mould containing materials.
6. Removal and disposal to be performed in accordance with Federal and Provincial Statutes of Silica-containing materials.

BID FORM

Respondent Information Form

Respondents must complete this form and include with the submission.

Please ensure that all information is legible.

1.	Respondent’s Main Contact Individual	
2.	Address	
3.	Office Phone #	
4.	Cellular #	
5.	Fax #	
6.	Email Address	
7.	HST Account #	

RESPONDENT

SIGNATURE

DATE

SCHEDULE I

ITEM AND UNIT PRICES

BID		
Item	Description	Price Excluding HST
1	Remediate Designated Substances in the School House Building – 2465 Highway 518 West, Sprucedale	\$

PROPOSED 2020 PROJECT START DATE: _____

PROJECT COMPLETION DATE: _____

Ministry of Environment License Number: _____
(or provide our office with a certificate)

By submitting this tender, (name of Company) _____
agrees that they have read and understood the tender & attached addenda (re: DSS Report)

By submitting this tender form, the contractor acknowledges the owner's right to accept or reject any bid at their sole discretion.

The undersigned affirms that he/she is duly authorized to execute this Bid.

BIDDER'S NAME: _____

POSITION: _____

BIDDER'S SIGNATURE: _____

DATED THIS _____ DAY OF _____, 2020

List of Previous Projects and Reference Contact Information:

1.

2.

3.

INFORMATION AND GENERAL SPECIFICATION

SITE VISIT

Bidders may inspect the site by appoint. If a bidder has questions they may contact Dustin Culp, Public Works Working Superintendent at (705) 685-7609.

Location: School House Building Site, 2465 Highway 518 West, Sprucedale

OPENING TENDERS

Sealed tenders must be submitted to the Township of McMurrich/Monteith, 31 William Street on or before 4:00pm of Wednesday, February 26th, 2020, as determined by the time/date stamp clock in the location receiving the bids. Submissions received at 4:01pm or later will be deemed to be late and non-compliant and will be returned unopened.

Bidders need not be present at the opening of their tender. Tender award is anticipated to be made at the Regular Council Meeting held the evening of Monday, March 2nd, 2020.

BLANK FORM OF TENDER

All tenders must be submitted to the Township of McMurrich/Monteith using the Bid Form, annexed hereto, and shall be signed by the tenderer, with their business address clearly indicated. The Township will not be responsible for any lost documents.

COST OF TENDERING

Bidders assume responsibility for all costs, expenses, loss, damage, and liabilities incurred as result of or arising out of Tendering or out of the invitation to Bid.

WITHDRAWAL OF TENDERS

Requests for withdrawal of tenders received prior to closing time will be allowed. However, withdrawal requests received after the closing time will not be allowed.

REJECTION OF TENDERS

The following bids will be rejected:

- Late Bid (Closing time shall be determined by the Township of McMurrich/Monteith bid time clock)
- Bid not completed in ink or by non-erasable medium
- Incomplete bid
- Bid form not signed
- Tender bid form not used

UNACCEPTABLE TENDERS

Tenders which are conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected.

LATE TENDERS

Should a tender be submitted past the opening time and date stated in the document, the envelope will be time and date stamped and returned unopened to the bidder.

AWARD OF CONTRACT

The award of this contract is subject to the approval of Council of the Township of McMurrich/Monteith. No compensation will be paid to any bidder as a result of not awarding this project. This tender may be awarded in part, in whole or not at all.

RIGHT TO ACCEPT OR REJECT TENDERS

The Township reserves the right to reject at their discretion, any or part of, or all tenders. The "lowest" bid will not necessarily be accepted. All information available to the owner will be used in evaluating the bids.

SCHEDULING

Time is of the essence and will be a consideration of award. Therefore, the tendering contractor shall indicate, in his/her tender, the date that he/she is available to commence the work in 2020 and the anticipated 2020 date for completion of the work.

INSURANCE

The successful bidder shall, at their own expense, within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of the following:

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000. Per occurrence/aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; failure to perform; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Township of McMurrich/Monteith as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. Inclusive for each and every loss.

PROFESSIONAL LIABILITY INSURANCE (if they are providing an inspection)

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit or not less than \$1,000,000. If such insurance is written on a claims made basis, coverage shall include a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Any deductible shall be subject to approval by the Township and cannot for any of the above-referenced insurance exceed \$10,000. It is further agreed that all deductibles shall be the sole responsibility of the Respondent.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

INDEMNIFICATION AND HOLD HARMLESS

The contractor shall indemnify and save harmless the Township of McMurrich/Monteith, their officers and employees from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the contractor, their agents, officers, employees or other persons for whom the contractor is legally responsible.

WORKPLACE SAFETY & INSURANCE COVERAGE

The successful bidder must obtain and forward to the Township a letter of clearance from the Workplace Safety and Insurance Board stating that he/she is in good standing with the Board. The clearance certificate's validity period is up to 90 days and new clearance is automatically generated 4 times per year (May 20, August 20, November 20, and February 20) for contractors in good standing with the Workplace Safety and Insurance Board. It is the responsibility of the successful Proponent to ensure that its contractors and/or subcontractors of every description obtain and maintain proper and adequate coverage used for this project, as would be required of any prudent contractor and/or subcontractor of such assigned operation.

Work will not be authorized to begin until this document is received by the Township of McMurrich/Monteith.

RENEWAL OF INSURANCE AND WSIB CERTIFICATES

Please ensure that your Certificate of Insurance is updated throughout the term of the Contract and that copies are forwarded to the Public Works Working Superintendent for the Township of McMurrich/Monteith upon renewal.

WSIB clearance certificates must remain in good standing with the Workplace Safety and Insurance Board throughout the course of this contract.

PRICES

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable and continue open for acceptance by the Township for a period of 90 calendar days after the closing date indicated in this Tender.

Prices quoted must include all costs involved in obtaining necessary permits, fees and inspections required by all authorities having jurisdiction, unless otherwise stated in the Scope of Work. Prices quoted must also include all incidental costs, including, but not limited to labour, equipment, supplies, travel time, customs duty, brokerage fees, excise tax, freight, insurance, fuels, energy costs, etc., and the Bidder shall be deemed to be satisfied as to the full requirements of the Tender. Claims for additional costs will not be entertained in respect to visually discernible conditions, which could have been

reasonably ascertained by proper inspection of the site during the bidding period. Any additional work must be authorized in writing prior to commencement.

HARMONIZED SALES TAX (HST)

Harmonized Sales Tax (HST) is an applicable tax, however it shall not be included in the bid price.

PAYMENT

Invoices indicating the tender number should be mailed directly to:

Township of McMurrich/Monteith
Attention: Cheryl Marshall, Clerk-Treasurer
P.O. Box 70, 31 William Street
Sprucedale, ON POA 1Y0

PERIOD OF CONTRACT

The contract with the successful bidder shall be until successful completion of the project as per the terms and conditions of the tender and acceptance of such by the Township.

Should the contractor fail to carry out the work in compliance with the requirements of this contract, the Township of McMurrich/Monteith may notify the contractor in writing that he is in default of this contractual obligations and instruct him to make the necessary corrections within seven (7) working days of receipt of such notice. If the corrections are not completed within an acceptable time as agreed to by the Township of McMurrich/Monteith; Township of McMurrich/Monteith may Issue a stop work order and make the necessary corrections deducting the cost from any payment due to the contractor.

Or

Terminate the contract.

Should the Township of McMurrich/Monteith terminate the contract, the Township shall take possession of the completed work and finish the work, withhold further payments to the contractor and upon total completion of work, charge the contractor the amount by which finishing the work exceeds the contract price.

The contractor's obligation for the work performed up to the time of termination shall continue on force after such termination.

QUALITY CONTROL

Provide all supervision, labour, equipment and materials necessary for the orderly, competent and expeditious completion of the work. Maintain site supervision capable of acting competently and following on-site instructions issued by the Township of McMurrich/Monteith.

Retain at the site, for reference as required, a copy of all specification, addenda, drawings, written instructions and changes in the work (DSS Report).

Provide the Township of McMurrich/Monteith with access to the site for the purpose of inspecting the work.

Pay for any extra testing or inspection whereby the work was found deficient.

Correct, at no cost to the Township of McMurrich/Monteith, all deficient work in a manner acceptable to the standard of these specifications.

The contractor shall guarantee the quality of the work for a period one year, commencing on the date of project acceptance.

DAMAGE CLAIMS

The contractor shall be responsible for all damages caused by them or their employees, agent or any workmen employed by them, or under their control, or arising from the execution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used thereon or therein or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any of all of the several acts or things required to be done by them under the contract, and agrees to hold the Township safe and harmless from any such claims by third parties, including any legal costs incurred by the Township in connection therewith on a solicitor/client basis.

RESPONSIBILITY OF EMPLOYEES

In the event that any person employed by the successful contractor gives just cause for complaint, the contractor, upon notification by the Township in writing, shall not permit such person to continue in any future work arising out of this contract.

The Contractor's personnel shall be required to be neat, polite, courteous and sober at all times, and shall perform their duties in a manner which shall present a high level of public relations for the contractor and the Township.

SITE SAFETY

The contractor shall comply with Provincial and local statutes; in particular the Occupational Health and Safety Act and Regulations. Contractors shall use a regular system of safety inspections to detect and correct hazardous conditions, safety violations, and unsafe work practices. In addition to regularly scheduled inspections, supervisors/foremen shall conduct continuous worksite surveillance taking immediate action to rectify any observed unsafe conditions or actions.

UTILITIES AND MUNICIPAL SERVICES/PROPERTY

It is the Contractor's responsibility to contact the various agencies to verify the location in the field of any underground utility and/or municipal service.

The contractor will be responsible to protect all utilities service and property from breakage during construction. However, if a utility or a service is damaged, the Contractor shall immediately repair the damaged service or contact the appropriate agency to repair the damage. All costs associated with the repaired utility or services shall be borne by the Contractor.

Utilities or utility shall include all above and underground wiring, conduits, and pipes of all descriptions, and all related appurtenances which are supplied by hydro and telephone companies and the Township of McMurrich/Monteith.

ALTERNATIVES AND SUBSTITUTIONS

Bids shall be based on the bid documents. Any alternatives, substitutions or qualifications that are not requested in the bid documents may be submitted, separately from the bid on the bidder's letterhead, so that the bid may be accepted with or without these alternatives, substitutions, or qualifications.

SUBCONTRACTING/ASSIGNEE

The Contractor agrees to preserve and protect the right of the Township of McMurrich/Monteith under this Contract with respect to any work to be performed under Subcontract.

The Contractor shall:

- a) Require his Subcontractors to perform their work in accordance with and subject to the same terms and conditions of the Contract Documents;
- b) Be fully responsible to the Township of McMurrich/Monteith for acts and omissions of his Subcontractors and of persons directly and indirectly employed by the Subcontractors;
- c) Shall employ those Subcontractors proposed by him in writing and accepted by the Township of McMurrich/Monteith prior to the commencement of any work;
- d) Shall be responsible to obtain same and/or comparable insurance coverage set forth under the Contract Document Insurance Requirements and WSIB clearance.

The Township of McMurrich/Monteith may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other proposed Subcontractors.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Township of McMurrich/Monteith.

LIST OF SUB-CONTRACTORS (To be submitted with bid sheets)

Bidders shall list hereunder the names of all sub-contractors for the execution of all work and services as described in these bid documents which shall not be performed directly by the Contractor or the Contractor's employees.

SUB-CONTRACTED WORK	NAME OF SUB CONTRACTOR