



The Municipality of Highlands East

**Tender for the Building Department
Office Renovation (Phase 1) Tender**

2018-11-BD



Tender Form – 2018-11-BD

To: The Municipality of Highlands East

For: Building Department – Office Renovation (Phase 1) Tender

By:

Name of Firm or Individual Tendering

Address of Firm or Individual Tendering

Phone Number of Firm or Individual Tendering

Name and Position of Person authorized to sign

I/We, the undersigned, having carefully examined the Tender/Request for Proposal Specifications, and having read, understood, and accepted the General Conditions, Specifications and Drawings (if applicable) supplied, each and all of which form part of this Tender, hereby offer and agree to supply all goods and services required to complete the work in strict accordance with the General Conditions, Specification, Drawings and this Tender/Request for Proposal Form for the sum of:

_____ Dollars

\$ _____
(In words) (In figures)



The estimated cost of materials to be incorporated in the work is: \$ _____

The estimated cost of labour and all other related charges is: \$ _____

Total Allowance included for flooring materials
as in Schedule A (to be completed by all bidders) \$ _____

H.S.T \$ _____

Total \$ _____

The work is to commence on **Monday, December 17, 2018** and is to be completed no later than **Friday, March 29, 2019**.

I/We hereby agree that notification of acceptance of this Tender shall be in writing and may be sent by prepaid post or personal delivery. Notification of acceptance shall be deemed to be completed on the day such notice is mailed or delivered in person by the individual signing this Tender Form or his/her designate.

Site visit meeting will be by appointment only. Please contact Laurie Devolin, Chief Building Official at 705-447-0051 to schedule a date and time.

Attached to this tender is a certified cheque or alternative acceptable to the Municipality in the amount of \$ _____ being _____ percent (10%) of the bid and made payable to the Municipality of Highlands East. I/We hereby acknowledge that the proceeds of this security shall, upon acceptance of this tender, constitute a deposit which shall be forfeited to the Municipality if I/We fail to produce the tendered goods on or before the above noted dates.

Signed at _____ of _____ in the County/Region

_____ this _____ day of _____, 2018

Authorized Signature

Affix Corporate Seal



Itemized Pricing

Provide itemized Allowances for supply of flooring as specified in Schedule A.

Schedule A

FLOORING SCHEDULE (Phase 1)				
ROOM	FLOOR TYPE	DESCRIPTION	ALLOWANCE (Per square foot Materials Only)	BASE
1.0 Foyer	Porcelain Tile	Minimum 12"x12", non-slip surface.		Tile to match. Metal edging.
2.0 Wi-Fi Lounge	Porcelain Tile	Minimum 12"x12", non-slip surface.		Tile to match. Metal edging.
3.0 Public Washroom	Porcelain Tile	Minimum 12"x12", non-slip surface.		Tile to match. Metal edging.
4.0 Reception	Sheet Flooring	Commercial quality linoleum or vinyl, glued down application. Specify type.		Painted wood as specified.
5.0 Conference Room	Sheet Flooring	Commercial quality linoleum or vinyl, glued down application. Specify type.		Painted wood as specified.
6.0 CBO Office	Carpet	Commercial grade, nylon with nylon backing, glued down. Minimum 15 year, all-inclusive warranty.		Painted wood as specified.



Alternative Pricing

Provide recommended Alternative Prices for any of the work specified. The Owner may accept any of the alternatives and pricing in any order or combination, including all or none, and at any time. Acceptance of any alternative will not affect the base bid contract time, unless specifically indicated as an increase or decrease of time, in number of days, on account of a particular alternative.

Description of Alternative

Effect on Base Bid

Add

Deduct

Alternative No. 1

Alternative No. 2

Alternative No. 3



Scope of Work and Specifications

The proposed work is planned to occur in two phases, and both phases may be expanded or contracted as necessary, based on logistical or financial considerations. This Scope of Work relates only to Phase 1 of the total project.

The work generally consists of removal and replacement of interior finishes, construction of new office space, expansion of a public washroom for accessibility, and the creation of a public “Wi-Fi Lounge”.

1. General Conditions

- 1.1. All references to “Owner” shall mean an appointed representative of the Municipality of Highlands East.
- 1.2. All work is to be completed in a good and workmanlike manner, meeting or exceeding accepted industry standards. The Owner shall be the final authority when decisions are to be made about the acceptability of workmanship and quality of materials. Any work not accepted by the Owner shall be remedied at the Contractor’s own expense.
- 1.3. All work and materials are to be as specified, selected, and/or included in the Contract Price. When substitutions for specified or selected products must be made, approval must first be obtained from the Owner and only by a signed Change Order. Verbal authorization for changes is not binding.
- 1.4. All demolition and construction waste shall be removed and disposed of by the Contractor and the costs shall be included in the Contract Price as separate Allowance. Allowances shall be adjusted to actual cost upon proof of same.
- 1.5. Materials to be salvaged shall remain the property of the Owner, and would include all plumbing fixtures, interior and exterior doors and frames, reusable accessories, and any other items as identified by the Owner. Salvaged materials shall be stored on site in a location identified by the Owner.
- 1.6. The Contractor shall prepare a construction schedule to be reviewed and approved by the Owner. Any changes to the schedule shall be made in writing to the Owner and once approved, the construction schedule shall be updated.
- 1.7. The contractor shall prepare for the Owner a specific work plan that acknowledges and allows for the continued operations of the Library and the Building Department, and maintains access for the public to both services during their normal hours of business. Any work that requires disruption of service or limits access to the public shall be arranged in advance with the Owner.

2. Demolition

- 2.1. Foyer
 - 2.1.1. Remove ceramic tile floor finish and prepare for new flooring finishes.
 - 2.1.2. Remove ceramic tile wall finish and moldings and make good walls for painted finish.
 - 2.1.3. Remove bulletin board and repair all holes and damage. Salvage the bulletin board for the Owner and store as directed.
 - 2.1.4. Remove and salvage the metal mailboxes for the Owner and store as directed.



- 2.1.5. Remove the remainder of the wall containing the mailboxes.
 - 2.1.6. Remove window blinds and save for reinstallation at the completion of construction.
 - 2.1.7. Remove all baseboards and unneeded trims and accessories.
- 2.2. Wi-Fi Lounge Area
- 2.2.1. Remove ceramic tile floor finish and prepare for new flooring finishes.
 - 2.2.2. Remove ceramic tile wall finish and moldings and make good walls for painted finish.
 - 2.2.3. Remove all baseboards and unneeded trims and accessories.
 - 2.2.4. Remove storage closet walls, doors, and shelves.
 - 2.2.5. Remove metal and glass door, frame, and all hardware leading into old post office space. Save and store in location directed by the Owner.
 - 2.2.6. Remove metal and glass door at entry into current Building Department. Save door, frame, and all hardware for reinstallation at new entry location to the Building Department.
 - 2.2.7. Remove defibrillator and fire extinguisher and save for reinstallation.
- 2.3. Public Washroom
- 2.3.1. Remove door, frame, and hardware. Save for the Owner and store as directed.
 - 2.3.2. Remove water closet and vanity. Save for the Owner and store as directed.
 - 2.3.3. Remove the drywalled partition between the washroom and lobby area.
 - 2.3.4. Remove ceramic tile floor finish and prepare for new flooring finishes.
 - 2.3.5. Remove ceramic tile wall finish and moldings and make good walls for painted finish.
 - 2.3.6. Remove all baseboards and unneeded trims.
- 2.4. Old Post Office
- 2.4.1. Remove flooring and prepare for new flooring finishes.
 - 2.4.2. Remove drywalled partitions as required.
 - 2.4.3. Remove metal mail chute and save for reinstallation.
 - 2.4.4. Remove metal roll down screen, track, and valance. Save for Owner and store as directed.
 - 2.4.5. Remove slat wall.
 - 2.4.6. Remove all baseboards and unneeded trims.
 - 2.4.7. Remove window blinds and save for reinstallation at the completion of construction.
- 2.5. Entry Vestibule (between old post office and CBO office)
- 2.5.1. Remove flooring, baseboards, door trim.
 - 2.5.2. Remove interior doors and hardware. Save for Owner and store as directed.
 - 2.5.3. Remove exterior entry door with sidelight and entire frame. Prepare opening to receive new window.



2.6. CBO Office

- 2.6.1. Remove all flooring and baseboards.
- 2.6.2. Remove wall moldings.
- 2.6.3. Remove wallpaper.
- 2.6.4. Remove and save wood French doors and frames. Store as directed by Owner.
- 2.6.5. Remove window blinds and save for reinstallation at the completion of construction.

3. New Construction

3.1. Framing

- 3.1.1. All new partitions to be 2x4 studs – wood or metal.
- 3.1.2. Infill framing to match adjacent surfaces.

3.2. Drywall and Acoustics

- 3.2.1. Repair all holes, blemishes, and defects in existing drywall walls and ceilings. Sand smooth ready to receive new finishes.
- 3.2.2. Match textured ceiling pattern where partitions have been removed and all repaired areas.
- 3.2.3. New drywall to be 5/8" thickness or to match adjacent surfaces. Fill and sand smooth, ready for paint.
- 3.2.4. All walls of the new Conference Room shall receive 3" mineral wool acoustic insulation.
- 3.2.5. New partition wall of the Public Washroom shall receive 3" mineral wool acoustic insulation.

3.3. Windows

- 3.3.1. In the Conference Room only, install new double casement style, double-glazed (Low-e, Argon filled) vinyl framed window to match existing windows.
- 3.3.2. Window to be sized to match existing opening as adjusted by framed knee-wall at the bottom.

3.4. Interior Trim and Doors

- 3.4.1. Provide new aluminum and glass door to match existing and install at new entrance to the Building Department. The door is to be equipped with a commercial door closer, and lock.
- 3.4.2. The new Conference Room door shall be a stain-grade pine, rail and stile door with tempered, clear full glass panel. The door shall be hung on black, "barn door" style hardware. Install in the framing all necessary blocking to attach and support the hanging door hardware.
- 3.4.3. The new CBO Office door shall be a stain-grade pine, rail and stile door with tempered, obscure full glass panel. The door shall be hung on black, "barn door" style hardware. Install in the framing all necessary blocking to attach and support the hanging door hardware. Provide samples of glass options for selection by the Owner.



- 3.4.4. The new Reception Area gate and side panels shall be constructed from stain-grade solid white pine and the door shall have spring-type hinges to return the gate to closed position.
 - 3.4.5. Unless specified otherwise, all baseboards shall be painted, 5/8" x 3-1/2" wood (not MDF), flat face with beveled or rounded top corner. Submit sample for approval by the Owner.
 - 3.4.6. Decorative wood post in reception for attachment of the gate shall be a full height, solid 8"x8" white pine timber.
 - 3.4.7. The countertop for use by the public in the Wi-Fi Lounge, shall be "live-edge" hardwood supported on metal wall brackets. Reinforce wall construction as required for secure anchorage of the wall brackets.
 - 3.4.8. The low (accessible) counter at the Building Department reception shall be 1" thick solid top with plastic laminate finish, colour to be selected. The counter shall be open underneath for wheelchair accessibility and have a solid panel separating the two sides below the counter. Submit shop drawings for review of design prior to fabrication.
- 3.5. Painting and Finishing
- 3.5.1. Existing and new walls, ceiling, and trim shall receive one coat of primer and two coats of finish paint. Paint sheen shall be flat for ceilings, eggshell for walls, and semi-gloss for trim.
 - 3.5.2. Interior doors shall be left natural and finished with one coat of sealer and two coats of clear finish with a low lustre finish.
 - 3.5.3. All woodwork is to be left the natural colour and finished with one coat of sealer and two coats of clear finish with a low lustre finish.
 - 3.5.4. All colours shall be selected by the Owner from the Contractor's preferred paint manufacturer.
- 3.6. Flooring
- 3.6.1. Inspect and make good all sub-floor surfaces to receive new flooring as specified.
 - 3.6.2. All wood sub-floors shall be made secure by screwing into wood joists, spacing of screws not to exceed 12" o.c.
 - 3.6.3. Supply and install flooring as specified in Schedule A – Flooring Schedule.
 - 3.6.4. All tile floors shall be installed on uncoupling membrane cemented to sub-floor in accordance with manufacturers specifications.
 - 3.6.5. All flooring types shall be installed to manufacturers recommended specifications.
 - 3.6.6. Supply all accessories (thresholds, edging, trim, etc.) as required to complete flooring installation.
 - 3.6.7. Provide a separate allowance for supply and installation of flooring on the Bid Form.
 - 3.6.8. Provide itemized costs for labour and materials Allowance in Schedule A.



3.7. Plumbing

- 3.7.1. The Public Washroom shall be fitted to create a universal accessible washroom in compliance with OBC article 3.8.3.12.
- 3.7.2. Provide a new water closet installed in the existing location.
- 3.7.3. Provide a new porcelain wall hung lavatory sink. Reinforce existing partition wall as required to support the new sink.
- 3.7.4. Provide a new, adult size change table. Reinforce existing partition wall framing to allow for support of the change table.
- 3.7.5. Provide new grab bars and washroom accessories as required.

3.8. Electrical

- 3.8.1. Provide all electrical facilities as required. Provide electrical drawings showing layout of devices for approval by the Owner.
- 3.8.2. New lighting shall be fed from existing so as to remain on the emergency generator, or new circuits shall be added to the generator panel.
- 3.8.3. Install internet and telephone wiring and leave at the panel for connection by others.
- 3.8.4. Provide new circuit for emergency call system in the Public Washroom as required by OBC 3.8.3.12. (2).
- 3.8.5. Comply with all ESA requirements.

3.9. Miscellaneous

- 3.9.1. Reinstall metal mail chute through the exterior wall as shown on the drawings. Cut brick to required opening size, adjust wood framing to suit, and repair insulation, vapour barrier and drywall.
- 3.9.2. Reinstall defibrillator and fire extinguishers as directed by the Owner.
- 3.9.3. Reinstall bulletin board and any other accessories that were previously removed, as directed by the Owner.
- 3.9.4. Provide new HVAC supply and return outlets or relocate, as required.

3.10 Furnishings

- 3.10.1. All furnishings shall be by the Owner.

3.11 Project Closeout

- 3.11.1 Inspect all work to ensure completeness and compliance with the Scope of Work.
- 3.11.2 Ensure that all systems, fixtures, and miscellaneous items are functioning as intended.
- 3.11.3 Review functioning of all working items and systems as necessary with the Owner.
- 3.11.4 Correct any deficiencies identified by the Owner upon inspection.

Maintain a clean, tidy, and safe worksite at all times. Remove and dispose of all debris daily.



**The Municipality of Highlands East
Request for Tender for
Building Department – Office Renovation Tender
2018-11-BD**

1. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Tender documents issued by the Municipality. Do not remove any pages from the Tender document.

Amendments to the contract, in the form of Change Notices shall take precedence over the documents or portions thereof amended thereby.

Change notices, appendices and addenda to any contract document shall be considered part of such documents.

The intent of the contract is that the company shall supply equipment, materials, or services complete and suitable for the Municipality's intended use.

None of the conditions contained in the Bidder's standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Municipality and set forth or specifically referred to therein.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

2. Tender Procedures

Tender will be called, received, evaluated, accepted and processed in accordance with the Municipality's Purchasing and Tendering Procedures. Tenders will close Monday, November 26, 2018 at 1:00 p.m. Tenders on the prescribed Tender Form and sealed in an envelope clearly marked as such shall be received by Shannon Hunter, CAO/Treasurer at the following address:

The Municipality of Highlands East, Municipal Office
2249 Loop Road, P.O. Box 295
Wilberforce, ON K0L 3C0
Attention: Shannon Hunter, CAO/Treasurer

Tender Forms will be opened Monday, November 26, 2018 after closing at 1:05 p.m. at the Municipal Office.



3. Quantities

The quantity of material or work done can be raised or lowered at the discretion of the Municipality. No claim or re-negotiation of the unit price bid will be entertained or honoured on the basis of increase or decrease from the original quantity.

4. Bid Acceptance

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Tender, and to award contracts to one or more bidders submitting identical Tenders as to price; to accept or reject and Tender in whole or in part; to waive irregularities and omissions. If in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

Tender shall be irrevocable for 60 days after the official closing time.

The acceptance of any Tender is subject to appropriate funding acceptable to the Municipality.

5. Contractor’s Experience

“Tenderer must have a minimum of ten (10) years’ experience.”

The Municipality reserves the right to reject the Tender or any Tenderer who does not furnish satisfactory evidence of sufficient experience to successfully undertake and complete the work in the specified time.

In order to aid the municipality to determine the ability of each Tenderer, the Tenderer shall complete the following statement:

Statement “A”

State the Tenderers experience in similar work which he has successfully completed. Provided contact names and phone numbers. (Minimum of two (2) projects).



6. Disclosure

The names of bidders and total bid prices will be made available at the public Tender opening. After the Tender opening, requests may be submitted to the Municipality for the results, and only the names of bidders and total bid prices as read out at the Tender opening will be given in the reply.

7. Pricing Requirement

Prices shall be in Canadian Funds.

All bids shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Provincial Sales Tax and Goods and Services Tax shall be shown as extra, unless otherwise specified.

Except as may be provided elsewhere in this document, the bid shall not be subject to adjustment for any cost of the work to the company.

8. Terms of Payment

Payment will be made on the basis of construction progress as follows:

Deposit upon Contract acceptance	10% of the Contract Price
Deposit upon completion of rough construction and mechanicals	40% of the Contract Price
Deposit upon Substantial Completion of the Work	40% of the Contract Price
Balance of the Contract Price upon project completion and acceptance by the Municipality.	

A Construction Lien Holdback of 10% shall be deducted from each contract draw and shall be invoiced separately, 45 days after Substantial Completion. Payment shall be made subject to verification that there are no outstanding liens against the Municipality related to the Work.

Progress draws may be invoiced upon completion and acceptance of each stage of the work and shall be payable 30 days from receipt of invoice.

The Municipality shall have the right to withhold from any sum otherwise payable to the company such additional amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

9. Insurance

The successful bidder will be required to provide proof of general liability insurance. The Contractor covenants and agrees to indemnify and save harmless the Municipality of Highlands East against any and all claims for loss, costs, damages and/or compensation and legal expenses the Municipality may incur as the direct or indirect result of the work operation described herein being carried out by the



Contractor. The Contractor shall ensure and maintain at his/her expense during the currency of this Tender, general comprehensive liability insurance in an amount not less than two million dollars (\$2,000,000), naming The Municipality of the Highlands East as an additional named insured and containing a cross-liability endorsement. The Contractor shall submit proof of such insurance in the form of a certificate from his/her insurance company prior to commencing work on the contract.

10. Workplace Safety and Insurance Board

The successful bidder is required to provide a valid Clearance Certificate.

11. Patents and Copyright

The company shall at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Municipality all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Municipality by reason thereof.

The company shall pay all royalties and patent license fees required for the work. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the Municipality the right to continue using the work, or shall at the company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

12. Assignment

The company shall not assign the contract or any portion thereof without the prior written consent of the Municipality.

13. Laws and Regulation

The company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The contractor shall conform to and enforce strict compliance with the Construction Safety Act, and Regulations made under the Act. The successful bidder, for purposes of the Occupational Health and Safety Act, will be designated as the contractor for this project and will assume all of the responsibilities of the contractor set out in that Act and its regulations and shall be responsible for any costs to defend charges as a result of any violation.

14. Default by Company

A. If the company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for

2018-11-BD The Municipality of Highlands East
Tender for the Building Department – Office Renovation (Phase 1)



the benefit of its creditors; then, in any such case, the Municipality may, without notice; terminate the contract.

- B. If the company; fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statues, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Municipality may, upon expiration of ten (10) days from the date of written notice to the company, terminate the contract.
- C. Any termination of the contract by the Municipality as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.
- D. If the Municipality terminates the contract, it is entitled to:
- i. take possession of all of the work in progress and finish the work by whatever means the Municipality may deem appropriate under the circumstances;
 - ii. withhold any further payments to the company until its liability to the Municipality is ascertained;
 - iii. recover from the company loss, damage and expense incurred by the Municipality by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Municipality).

15. Contract Cancellation

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the company shall negotiate a settlement.

The Municipality shall not be liable to the company for loss of anticipated profit on the cancelled portion or portions of the work.

16. Occupational Health and Safety

The Municipality of Highlands East has a commitment to the Health and Safety of its employees, and expects the same commitment on the part of contractors to the Municipality. The successful proponent will be required to provide valid Fall Arrest and Working at Heights Certificates for those employees working on the job site.

For the purpose of the Occupational Health and Safety Act, the successful tenderer is considered to be the "Contractor" as defined in the Act. It is specifically drawn to the attention of the tenderer that the



Occupational Health and Safety Act provides in addition to other things that.

“A Contractor shall ensure, on a project undertaken by the Contractor that,

- A. The measures and procedures prescribed by this Act and the regulations are carried out on the project;
- B. Every employer and every worker performing work on the project complies with this Act and the regulations; and
- C. The health and safety of workers on the project is protected.”

17. Complaints

Any complaint on the process and procedures outlined in “A by-law to define the procedures with respect to the procurement of goods and services by the Corporation of the “Municipality of Highlands East” shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

A complaint on the process and procedures related to the award of a tender, or quotation must be submitted within seven working days of the date of the award.