



The Municipality of Highlands East

Tender for the Cardiff Community Centre

Steel Roof

P-09-2019



Tender Form – P-09-2019

To: Municipality of Highlands East

For: Cardiff Community Centre Steel Roof

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 all materials to be incorporated in the work is: \$ _____

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

H.S.T \$ _____

Total \$ _____

The work is to commence on **Monday, May 13, 2019** and is to be completed no later than **Friday, May 31, 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 Jim Alden, Property Supervisor to book 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 _____, 2019

Authorized Signature
Specifications:

Affix Corporate Seal



Scope of Work and Specifications

- Steel Roof Required
- Remove old shingles
- Apply under layer as per steel warranty
- Install EM Seal to edges valleys and peaks
- Install steel in Brown colour
- Replace fascia
- Replace existing chimney boots with two new chimney boots
- Replace existing boots around plumbing vent with two new boots
- Put snow break behind chimney and plumbing vents
- Install vent foam closers
- Install snow break on both sides up from edge of roof
- Install # 28 gauge high tensile steel
- Clean up around the building in a professional manner to ensure all nails, shingles and debris is removed from the job site
- Shingles to be disposed of at either the Hwy. 28 Landfill located at 24607 Hwy. 28 or the Tory Hill Landfill located at 19178 Hwy. 118
- Waste site tipping fees will not be waived, please include in quote

Maintain a clean job site daily.



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 **Thursday, April 25th, 2019 at 1:00 PM**. Tenders on the prescribed Tender Form and sealed in an envelope clearly marked as such shall be received by Jim Alden, Property Supervisor at the following address:

The Municipality of Highlands East, Municipal Office
2249 Loop Road, P.O. Box 295
Wilberforce, ON K0L 3C0
Attention: Jim Alden, Property Supervisor

Tender Forms will be opened **Thursday, April 25, 2019 after closing at 1:05 PM** 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 five (5) years’ experience in roofing installation.”

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 a per unit basis. Unless progress payments or any alternate payment terms are specified in the Tender, the tendered price may be invoiced after pickup 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 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 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 statutes, 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

- C. 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.

- D. Any termination of the contract by the Municipality as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.

- E. 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 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.