

RECREATION DEPARTMENT

**TENDER # 2014-06
HARRISTON TOWN HALL THEATRE
PROPOSED EXPANSION /RENOVATION OF
EXISTING WASHROOMS**

TOWN OF MINTO

May 15, 2014

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FORM OF TENDER

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and locations of the work to be done under this contract and the Contractor understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided.

Two copies of the Tender shall be submitted in one sealed envelope.

I/We the Contractor hereby certify that we will commence work on Schedule A, and to diligently perform the work without undue delay.

By: _____
(Name of Firm or Individual – Contractor)

Address: _____

Telephone: _____

I have authority to bind the company.

(Name of Signatory)

(Signature)

SUBMISSION INSTRUCTIONS

S.1 Definitions

The following definitions shall apply throughout the Tender:

“Agreement” refers to the agreement between the Town of Minto and a Contractor.

“Award” refers to the selection by the Town of Minto a successful Tender for the provision of engineering services in this Tender process.

“Contractor” refers to any person or corporation participating in this request for proposal process.

“Manager” refers to the Recreation Facilities Manager for the Town of Minto.

“Lead Hand” refers to the Recreation Lead Hand for the Town of Minto.

“Town” refers to The Town of Minto.

S.2 Submission Requirements

- a) Two copies of the Tender shall be submitted in one sealed envelope clearly marked with the Tender number and title (enclosed):

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- b) Tenders must be addressed to Allan Carr, Recreation Facilities Manager of the Town of Minto, 5941 Highway 89, Harriston, Ontario N0G 1Z0, and must be received by the Town of Minto no later than the Closing Date and Closing Time of:

10:00 am (EASTERN STANDARD TIME)

On

Wednesday July 2nd, 2014.

- c) The Contractor shall assume all responsibility and risk with respect to the means it selects to deliver a Tender or Quotation to the Town.

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- d) Before being placed in the tender box, the Tender will be marked by the Director, or designate, with the time and the date that the Tender was received.
- e) On the Closing Date, commencing at 10:00 am, the Tender envelopes will be opened and the names of the Contractors that have submitted Tenders will be recorded by the Opening Committee at the Town of Minto Municipal Office. Following public opening, the Tenders will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- f) The Town will not accept a response to this Tender by facsimile or other electronic device.
- g) All Tenders must be clearly written or typewritten. Erasures, overwriting or strike-outs shall be initialed by the person signing the Tender.
- h) Late Tenders will be returned unopened.

S.3 *Privilege Clause*

The Corporation reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid as the case may be, will not necessarily be accepted. The lowest fee Tender will not necessarily be accepted and the right is reserved to accept any portion of a Tender. Selection of the successful tender shall be subject to approval by the Council of the Town of Minto.

S.4 *Any Communications*

Any communications regarding this Tender must be addressed to the attention of Allan Carr, Recreation Facilities Manager.

S.5 *Withdrawal or Revision of Tenders*

- a) A Contractor may withdraw or revise all or part of a Tender at any time up to the Closing Date and Closing Time.
- b) A Contractor may withdraw his or her tender bid at any time up to official closing time by letter bearing his or her signature and seal as in his or her bid submitted to the Manager. This letter shall supersede and invalidate all Tenders previously submitted by the Contractor

S.6 *Alterations or Variations*

No alterations or variations of the Agreement shall be valid or binding upon the Town of Minto unless authorized in writing.

S.7 *Accuracy of Tender and Related Documents*

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Tender, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the Tender documents other than those prepared in writing. In no event shall Contractors rely on any oral statement by the Town or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

S.8 *Oral Explanation or Interpretation*

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the Document.

S.9 *Due Diligence*

Contractors are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their proposal.

S.10 *Contractor's Responsibility*

It will be the Contractor's responsibility to clarify with the Town any questions with respect to the Tender documents in accordance with the procedure set out in S.4 Any Communications above before submitting their Proposal.

S.11 *Addendum*

By the issuance of a cancellation or addendum, the Manager may cancel the Tender; revise, delete, add to or substitute any part of the Document; extend the Closing Date; or provide an explanation or interpretation.

S.12 *Tender Costs*

The Town will not be responsible for any costs incurred by a Contractor in preparing and submitting a Tender.

S.13 *Claims or Litigation*

The Town reserves the right not to accept a Tender from or make an Award to any Contractor, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, Tenders or business transactions.

S.14 *Freedom of Information*

The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under S.4 Any Communications above.

S.15 *Non-Lobby*

If any employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, or any Director, Road Foreman, Manager, Lead Hand, officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under S.4 Any Communications above, whether before or after the submission of the Tender, the Town will be entitled to reject the Tender. The requirement does not extend to any public deputation that may be made to any Town committee.

S.16 *Town of Minto Procurement By-Law*

This tender is subject to the Town of Minto's Procurement By-Law 04-4.

TERMS OF REFERENCE

1.0 INTRODUCTION

The intent of this Tender is to retain a competent contractor to provide all necessary requirements to perform any application of materials and equipment essentials needed to fulfill the Town of Minto's request. The following Terms of Reference outline the work as contemplated by the Town and are for guidance only. Locations are provided on the attached Schedule A and subject to change. Town of Minto reserves the right to add, delete or modify Schedule A.

2.0 SCOPE OF WORK

The Corporation of the Town of Minto is seeking tenders for the proposed expansion/renovation of existing washrooms at the Harriston Town Hall Theatre outlined in Schedule A. This property is under the care and control of the Town's Recreation Department. Partial bids will not be accepted. Duties include the demolition of the existing washrooms, all reconstruction work and installation of all aspects requires as outlined in Schedule A.

3.0 ACCEPTANCE OF TENDER

Any or all tenders not necessarily accepted. Town of Minto reserves the right to reject any or all tender without stating a reason. Tenders will be initialed at the bottom of each page and all spaces to be completed in full for tender to be accepted.

4.0 ITEMS

The successful bidder agrees to supply and apply all equipment and materials to fulfil the terms of this contract as specified in Schedule A.

5.0 SUPERVISION AND INSPECTION

The properties are under the care and control of the Town's Recreation Facilities Manager, Allan Carr.

6.0 EQUIPMENT TO BE PROVIDED

The contractor shall have at their disposal for this work:

- a) All necessary equipment and tools to fulfil all requirements of this tender.
- b) Supply all appropriate safety signage, safety equipment and personnel to conform to all applicable acts, regulations and legislation.

7.0 COMPLETION

- a) The work shall commence no earlier than July 28, 2014 and be completed by November 7, 2014. Once the work has commenced, the contractor shall ensure that the work progresses to completion without delays.
- b) It is agreed by the parties to the contract that in case all the work called for under the contract is not finished or completed by November 7th, 2014 as set forth in this special provisions, damage will be sustained by the Town of Minto. It is and will be impractical and extremely difficult to ascertain and determine the actual damages which the Town will sustain in the event of and by any reason of such delay and the parties therefore hereto agree that the Contractor will pay to the Town the sum of five hundred Dollars (\$500.00) for liquidated damages for each and every calendar day delay in finishing the work beyond November 7th, 2014. It is further agreed that this amount is an estimate of the actual damage to the Town which will accrue during the period in excess of the prescribed completion date.

The Town may deduct any amount due under this clause from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages under this clause are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Town.

8.0 INSURANCE

Upon award of the tender, the successful bidder must furnish to the Town, at their expense, certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. This shall be provided, minimum one week, 7 calendar days prior to the commencement of any work. Failure to do so will result in a \$500.00 per day charge up to the scheduled starting date. If this documentation is not provided by the starting date, it will result in the termination of the contract immediately. A certificate in the amount of \$2 million – commercial general liability is to be provided.

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Such policy shall contain:

- a) A “Cross Liability” clause or endorsement.
- b) “Builders Risk” insurance on the entire project, until completion
- c) An endorsement certifying that the Town of Minto is added as an additional insured.
- d) An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Town of Minto.

9.0 HEALTH AND SAFETY

The Town of Minto is serious in its application of Health and Safety protocols. The Contractor is expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Town. The Contractor shall provide to the Town a copy of their Health and Safety policy, or a written statement that they have a workplace Health and Safety policy in effect.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workers’ Compensation Act and comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the “Regulation”) made under the Accessibility for Ontarians with Disabilities Act, 2005 as amended (the “Act”). The Contractor shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation.

10.0 WSIB

The Contractor shall provide the Town with a WSIB certificate of clearance, minimum one week prior to the start of the work. Failure to do so will result in a \$500.00 per day charge up to the scheduled starting date. If this documentation is not provided by the starting date, it will result in the termination of the contract immediately.

11.0 REGULATIONS AND LAWS

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-laws and Regulations relative to the performance of the work.

12.0 PAYMENT

The Town of Minto agrees to pay the Contractor each month during the lifetime of the agreement for the previous month's work, for detailed invoices received by the last business day of each month.

13.0 WITHDRAWAL

The Town reserves the right to withdraw, at its discretion, this tender at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

14.0 INDEMNITY

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

15.0 SITE EXAMINATION

- a) Bidders shall carefully examine the Place of Work, and fully inform themselves of all existing conditions, limitations and difficulties that may arise during, or which may adversely affect, the execution of the Work. Bidders shall immediately notify the Owner of any conditions which may adversely affect the completion of the contract.
- b) Bidders shall include in their Bid Price all costs to complete the Work. The Owner will not consider any claims, and no amounts will be paid, for additional payment or time during the execution of the Work, or at all, for extra work, costs, damages or difficulties encountered resulting from conditions which were either visible or could be reasonably inferred from an examination of the Bid Documents, the Place of the Work, or adjacent surrounding public or private property prior to the Bid Closing Time.
- c) Upon completion of site examination, Bidders shall reinstate the Place of the Work to its original condition and shall pay for any cost of repair to damaged Products and systems designated to be relocated or remain.

16.0 SCHEDULE A

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Permits: Application and fees for all building permits will be the responsibility of the Town.

Demolition of existing Washrooms: Quote to include the demolition and removal of all existing walls, ceilings, flooring and fixtures in the existing (2) washrooms.

Reconstruction Work: Quote to include the labour and materials to frame in and close the existing man door and window opening in the former jail cell area, and insulate and finish the exterior with steel siding and trims. The existing floor level will need extended into the jail cell area, using 2"x10" floor joists at 16" o.c., (1) run of cross bridging, and 5/8"t. &g. subfloor plywood, screwed and glued to the floor joists. The floor space will need to be insulated with R-28 batts. All interior and exterior walls will need framed in, as shown in the plans, to accept required insulation.

Insulation: Exterior walls will require R-22 batt insulation or urethane insulation. All interior walls will require R-14 batt insulation for sound proofing. All exterior stud walls and ceiling will require 6 mil poly vapour barrier as needed to meet the building code.

Drywall: All interior walls will require 5/8" drywall, taped, sanded and prime painted, as shown on the plans.

Painting: Quote to include labour, paint and stain for painting of interior wall finishes and staining of doors, and trims.

Wood Doors: Quote to include supply and installation of (2) 36" wide interior solid core wood veneer slab doors, complete with steel k.d. frames, and push/pull hardware and door closers.

Flooring: Quote to include supply and installation of 1/8" VCT commercial vinyl flooring, complete with underlay as needed, and 4" vinyl base glued onto drywall walls.

Washroom Vanities: Quote to include supply and installation (2) wall hung washrooms vanities that are approximately 7' in length.

Washroom Partitions/ Accessories: Quote to include supply and installation of (6) metal toilet partitions, and (2) metal urinal screens. It will also include (2) large mirrors,

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toilet paper holders, paper towel dispensers, soap dispensers and wall hung waste containers.

Suspended Ceiling Grid: The quote is to include the supply and installation of 'white' suspended metal ceiling grid, to be complete with 2'x4' standard commercial tiles, in all new areas.

Plumbing/ Heating: Quote to include labour and materials to disconnect and remove all existing plumbing and heating lines in the affected areas. Also, plumbing rough-in and new fixtures need to be completed, as shown on plans and hook-up to sewer system and all new waterlines. A floor drain will be placed in each washroom. The installation of new heat line from the existing furnace, serving the dance studio is to be included as well.

Electrical: Quote to include labour and materials to disconnect and remove the existing wiring in the affected areas. New wiring rough-in, and supply and installation of light fixtures, emergency lights, bathroom exhaust fans, switches and all inspection fees need to be included as well.

Interior & Exterior Clean-up: Quote to include the removal of all garbage from the site, as well as ensuring that all walls, floors and fixtures are cleaned and ready for use.

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17.0 CONTRACTOR CONTACT INFORMATION

CONTRACTOR: _____

ADDRESS: _____

HST #: _____

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

18.0 PRICING

MATERIALS _____

LABOUR _____

H.S.T. _____

TOTAL _____