

VRH Community Centre

Rehabilitation Project

106 Government Road

VRH 2021-01

**MUNICIPALITY OF VAL RITA-HARTY
VRH COMMUNITY CENTRE
REHABILITATIONPROJECT
VRH 2021-01**

CHECK LIST

Please ensure that the following documents are included in your tender package:

- 1 Envelope
- 1 Copy of Notice of No Bid
- 1 Copy of Table of Content
- 1 Copy of Instruction to Bidders - Short Form Tenders
- 1 Copy of Supplementary Instruction to Bidders
- 2 Copies of Bid Form
- 2 Copies of Appendix 'A' – Contractor Information
- 2 Copies of Appendix 'B' – List of Subcontractors
- 2 Copies of Appendix 'C' – Work Performance Reference
- 1 Copy of Appendix 'D' – Sample Invoice
- 2 Copies of Bid Bond
- 1 Copy of General Conditions - Short Form Tenders
- 1 Copy of Occupational Health & Safety Act
- 1 Copy of Municipality of Val Rita-Harty Equity Policy and Statement of Principles
- 1 Copy of Specifications
- 1 Copy of Tender Submission Checklist

**MUNICIPALITY OF VAL RITA-HARTY
VRH COMMUNITY CENTRE
REHABILITATIONPROJECT
VRH 2021-01**

NOTICE OF NO BID

IF YOU ARE NOT BIDDING:

TENDER NO: VRH 2021-01

NOTE: Please complete and return to the municipal office of Val Rita-Harty in a plain envelope as soon as possible. Receipt of this completed form will assist us in calling for future bids.

A Quotation/Tender is not being submitted for the following reason(s):

- () We do not manufacture/supply the required goods/services.
- () Specifications are not sufficiently defined.
- () Insufficient information to prepare quotation/tender.
- () Quantity too small.
- () Quantity too large.
- () Cannot handle due to present commitments.
- () Cannot obtain raw materials in time to meet delivery requirements.
- () Cannot meet delivery requirements.
- () Cannot quote/tender a firm price at this time.
- () Insufficient time to prepare quotation/tender.
- () We are unable to competitively quote/tender at this time.
- () We do not have facilities to handle this requirement.
- () Licensing restrictions, (please explain).
- () Other reasons or additional comments (please explain below):

I/We wish to quote/tender on similar goods/services in future: Yes No

Authorized Company Official

Signature and Title

Date: _____

Firm Name: _____

Address: _____

Postal Code: _____

Phone: _____

**MUNICIPALITY OF VAL RITA-HARTY
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VRH 2021-01**

**DIVISION 00
PRE-BID**

SECTION 00001

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MUNICIPALITY OF VAL RITA-HARTY
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REHABILITATIONPROJECT
VRH 2021-01

INVITATION TO TENDER
VRH 2021-01
CLASSROOM CONVERSION – COMMUNITY SPACE

Dear Sir:

The Municipality of Val Rita-Harty invites sealed tenders to supply all labour, material, services and equipment to convert **2 classrooms into a Community Space for residents** at 106 Government Road, Val Rita-Harty ON, now known as the *Community Centre* but formally known as *École St-Rita Elementary School*.

Enclosed please find copies of the General Conditions, Instruction to Bidders, Specifications, Appendixes, and Tender Submission Form that we ask you to complete and return promptly in the envelope provided.

To be considered, all submissions must be received at the Municipal Office, 2 rue de l'église, Val Rita, Ontario, P0L 2G0, 705-335-6146 no later than **2:00 p.m.** local time, **October 1st. All bidders must attend a mandatory meeting Thursday, September 16th 2021 @ 10:00 a.m**

Contractors are required to submit a Bid Security of **\$10,000.00** with their bid, as per clause 0.13 of the Supplementary Instructions to Bidders.

To be considered, contractors must have at least five years of related contracting experience as a contractor Construction Projects, and must also provide references, as per clause 0.12 of the Supplementary Instructions to Bidders.

The lowest or any bid will not necessarily be accepted.

Yours truly,

Alain Robichaud
Economic Development Officer
Municipality of Val Rita-Harty
Enclosures

**MUNICIPALITY OF VAL RITA-HARTY
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**INSTRUCTIONS TO BIDDERS
SHORT FORM TENDERS**

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**MUNICIPALITY OF VAL RITA-HARTY
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**DIVISION 00
PRE-BID**

SECTION 00200

**PAGE 2
INSTRUCTION TO BIDDERS**

1.0 Tender Submissions

- 1.1** The Bidder must submit the Tender properly sealed in the envelope provided and on the Tender Submission Form supplied and must deliver such Tender so that it is in the hands of such official of the *Municipality of Val Rita-Harty*, hereafter referred to as "Owner", as may be designated in the Invitation to Tender within the time and at the location specified in the submission requirements.
- 1.2** The Bidder must:
- (a) put the Bidder's name and return address on the envelope provided for the Tender Submission Form,
 - (b) complete and fully execute the Tender Submission Form supplied in all respects with appropriate documents and all requisite information.
- 1.3** The Bidder must observe carefully all requirements and conditions of the tender documents submitted pursuant to this part 1.0.

2.0 Acceptance or Rejection of Tenders

- 2.1** Under no circumstances will the Owner consider a Tender, which is:
- (a) not received at the address given in the Invitation to Tender, within the time prescribed therein:
 - (b) not properly signed.
- 2.2** The Owner has the unqualified right to:
- (a) accept or reject any Tender or all Tenders; and
 - (b) waive the formalities in any Tender documents as the interest of the Owner may require;
- without giving any reasons for any such action.

**MUNICIPALITY OF VAL RITA-HARTY
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**DIVISION 00
PRE-BID**

SECTION 00200

**PAGE 3
INSTRUCTION TO BIDDERS**

- 2.3** The Owner has not obliged to accept any tender because it is the lowest tender submitted.
- 2.4** The Tender and any amendments thereto **may not** be submitted by telecommunications which include but are not limited to telex, telegram and telephone transmission of facsimiles.

3.0 Examination of Site

- 3.1** Bidders are required to attend Site Visit. The site visit is scheduled for **Thursday, September 16th, 2021 @ 10:00 a.m**

4.0 Taxes and Duties

- 4.1** Bidder must make provision in the Tender to cover the full cost of all Federal and Provincial taxes, Permits and Fees, and provide its HST Registration Number.
- 4.2** In the event of any change in any applicable tax made public after the date of tender closing, the Contract Price shall be adjusted by an amount equal to the increase or decrease in the cost of the Work to the Contractor brought about by the change in such tax.

5.0 Contract

- 5.1** The Contract shall be deemed to be awarded on the date that the Owner so advises the Bidder in writing. If a contract is awarded, the following will form part of the Contract: Instructions to Bidders, General Conditions, Tender Submission Form, Specifications, Drawings, Addenda, Contract Order.

**MUNICIPALITY OF VAL RITA-HARTY
VRH COMMUNITY CENTRE
REHABILITATIONPROJECT
VRH 2021-01**

**DIVISION 00
PRE-BID**

**SECTION 00210
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

PAGE 1

0.1 General

- 0.1.1 The intent of this tender call is to invite and receive bids to provide all labour, materials, services and equipment to convert 2 classrooms in a community space for residents at 106 Government Road, Val Rita-Harty.
- 0.1.2 Bids will be opened by Tender Award Committee at **2:00 pm** local time on **October 1st** at the Municipal Office located at:

Municipality of Val Rita-Harty
2 rue de l'Église
Val-Rita, ON
POL-2G0

0.2 Inquiries During Bidding Period

- 0.2.1 For the purpose of this contract, inquiries related to technical aspects should be directed to the Owner's Designate:

Michel Garon
Garon Consulting
Kapusksing Ontario
Phone: 705-335-0110

- 0.2.2 For the purpose of this contract, inquiries related to the interpretation of the intent of the tender documents should be directed to the Owner's Designate:

Michel Garon
Garon Consulting
Kapusksing Ontario
Phone: 705-335-0110

**MUNICIPALITY OF VAL RITA-HARTY
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PRE-BID**

**SECTION 00210
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

PAGE 2

- 0.2.3 Promptly notify the Owner in writing, of any ambiguity, inconsistency or errors discovered upon examination of tender documents, site, existing premises and local conditions.
- 0.2.4 Replies to questions and modifications to the Tender documents will be issued in writing in the form of an Addendum.
- 0.2.5 Replies to questions and modifications in any other manner will not be legally binding.

0.3 Addenda

- 0.3.1 Bidders will be advised by Addenda of all clarifications, and/or modifications to the bid documents.
- 0.3.2 All such modifications shall be incorporated into the bid documents and shall be allowed for in arriving at the base bid.
- 0.3.3 Insert in space provided on the Bid Form, the numbers of all Addenda received during the bidding period including any bound into the specifications.
- 0.3.4 If no Addenda have been received insert the word "**NONE**" instead.

0.4 Access to Site

- 0.4.1 Bidders may arrange a date for access to an inspection of site by contacting:

Alain Robichaud
alain.robichaud@valharty.ca
705-332-1117
Municipality of Val Rita-Harty
2 rue de l'Église
Val-Rita, ON
P0L-2G0

**MUNICIPALITY OF VAL RITA-HARTY
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**SECTION 00210
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

PAGE 3

0.5 Tendering Method - Stipulated Price

- 0.5.1 Bidders shall on the Tender Submission Form provided and Appendix 'A', submit prices to provide all the material, labour, equipment, transportation, services, and taxes required to complete the work as described herein. Price of project shall be stipulated in one price for the Community Space Project

0.6 List of Subcontractors

- 0.6.1 On Appendix "B" of the Bid Form, list the names and addresses of the Subcontractors to be used for the work. Bid shall be declared null and void if submitted without the list.
- 0.6.2 The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.
- 0.6.3 The Contractor shall produce a substitute Subcontractor at no increase to the Contract Price.

0.7 Substitutions, Product Options

- 0.7.1 No substitutions are permitted on this project.
- 0.7.2 The Owner will not consider requests for approval of substitutions during the Tender period.
- 0.7.3 Whenever a product is specified by specific manufacturer, model or serial number, as an "Acceptable Product" or "Acceptable Manufacturer", it is not to be construed those comparable manufacturers or products will not be considered.
- 0.7.4 Substitutions will be evaluated and approved or rejected by the Owner after Contract award.

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**SECTION 00210
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

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0.8 Return of Bid Documents

0.8.1 The successful bidder may retain the Tender documents; all other bidders shall return the Tender documents to the address specified in 0.1.2.

0.9 Bid Modification

0.9.1 Modifications to bids will be accepted up to 5 minutes prior to bid closing.

0.9.2 Modifications to the Bid will be accepted in the following form only:

- .1 Letter, signed by the same authorized representative who signed the Tender submission form.
- .2 Modification of bid shall not reveal the original amount nor the revised amount, only the amount to be added or subtracted from the original bid amount shall be stated.

0.11 Completion of Work

0.11.1 This contract commences on the date the contract purchase order is awarded and must be completed before **March 31st 2022**

0.12 Qualifications

0.12.1 In order to be considered, contractors must have at least **five years** of experience in demolition and construction work, including demolition, renovations, electrical, plumbing and mechanical, must also provide references.

0.13 Bid Security

0.13.1 The Bidder shall include together with the Bidder's Tender Submission Form any one of: a Bid Bond in the form attached hereto from a Surety acceptable to the Owner, a Certified Cheque, a Bank Draft or an Irrevocable Letter of Credit (not a letter of guarantee) in favour of the Owner in the amount stipulated in the Tender Submission Form, valid for a period of 60 days from the date of tender closing unless otherwise stipulated in the Tender Submission Form.

1.0 Tender Submissions

Tenders will be accepted up to **2.00 p.m.** local time on **October 1st 2021** at the following address:

Municipality of Val Rita-Harty
2 rue de l'Église
Val-Rita, ON
POL-2G0

2.0 Acceptance or Rejection of Tenders (No comment)

3.0 Examination of Site (No comment)

4.0 Taxes and Duties (No comment)

5.0 Contract (No comment)

**MUNICIPALITY OF VAL RITA-HARTY
VRH COMMUNITY CENTRE
REHABILITATION PROJECT
VRH 2021-01**

**Page 1 of 3
BID FORM**

Tender No. VRH 2021-01	Project No. 2021-01	Closing Date Oct 1st 2021	Time 2:00 p.m.
Submitted To (Owner) Municipality of Val Rita-Harty	Work Description Community Space Conversion Project Val Rita-Harty Community Centre		
Municipal Address 2 Rue de l'Église			
Val-Rita, ON P0L 2G0			

1 Bid Price

Having examined the Bid Documents to this Stipulated Price Bid, and Addenda No. _____ to No. ____, all as issued by *the Municipality of Val Rita-Harty* and having visited the Place of the Work; I hereby offer to enter into a Contract to perform the Work required by the Bid Documents for the stipulated price of:

To provide all labour, materials, services and equipment to convert 2 classrooms in a Community Space for residents and manage Subcontractor on site to Installing Electronic Key System

- | | |
|---|------------------|
| a) Basic price, excluding all taxes as per Specifications, and delivery to the point specified above (A) | \$ _____ |
| b) Harmonized Sales Tax (HST) | \$ _____ |
| c) Allowance for cost to install purchase and Install Electronic Key System (B) | \$ 22,240 |
| d) Harmonized Sales Tax | \$ 2,891 |
| TOTAL (A + B) | \$ _____ |

Start Date: _____ **Completion Date:** _____

**MUNICIPALITY OF VAL RITA-HARTY
VRH COMMUNITY CENTRE
REHABILITATIONPROJECT
VRH 2021-01**

1. Bid Security

I enclose a bid bond, certified cheque, bank draft or irrevocable letter of credit in the minimum amount of ~~-----~~**Ten thousand**~~-----~~ xx /Dollars (**\$10,000.00**) payable to the Owner and valid for **60 days** from the date of Bid closing.

2. Declarations

a. I hereby declare that:

- i. I agree to perform the Work in compliance with the required completion schedule stated in the Bid Documents, Specifications, Section 6 Commencement and Completion.

**MUNICIPALITY OF VAL RITA-HARTY
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b. I certify that:

- a) I am not a party or privy to any deceit to mislead the Owner into accepting this Bid as a truly competitive Bid whether to the prejudice, injury or benefit of the Owner;
- b) The prices contained in this Bid are quoted in good faith without any collusive arrangement with any other person or entity;
- c) I have no financial interest in any other entity which:
 - i) is or has rendered goods or services to the *Municipality of Val Rita-Harty*
 - ii) is submitting a Bid for this Work;

except for the following _____

c. Tax Compliance Declaration

I hereby certify that *name of company* _____ at the time of submitting this bid, is in compliance with all tax statutes administered by the Ministry of Finance for Ontario and that in particular, all returns required to be filled under all Provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payments have been made and maintained.

Dated this _____ day of _____ 20____ .

Name of Bidder	Signature
Address	Name and title of person signing
City	Witness Signature
Postal Code	

N.B. Where legal jurisdiction or Owner requirement call for:

- (a) proof of authority to execute this Bid; attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign this Bid for and on behalf of the Corporation or Partnership; or
- (b) the affixing of a corporate seal, this bid should be properly sealed.

**MUNICIPALITY OF VAL RITA-HARTY
VRH COMMUNITY CENTRE
REHABILITATIONPROJECT
VRH 2021-01**

APPENDIX 'A'
Val Rita-Harty Community Space

Closing Date: Friday, Oct 1st, 2021

Closing Time: 2:00 p.m. local time

Tender: VRH 2021-01, VRH Community Centre Rehabilitation Project

The successful contractor will have to supply and meet the following conditions to be awarded the contract.

1. Business License.
2. Store front operation.
3. All employees working on this job are to be registered with WSIB. No personnel will be allowed on The Municipality of Val Rita-Harty's property to work without Workers' Safety & Insurance Board coverage.
4. The Contractor will maintain sufficient stock of all items at all times. Work will be done within the requested time frame with no delay to the owner's schedule.

Workmen's Compensation No.	Insurance Policy No. Expiry Date:
Public Liability and Property Damage Insurance in the amount \$	Insurance Company
Dated at:	Authorized Representative (Broker)
This ___ Day of _____ 20__	Signature of Contractor

The lowest or any quotation may not be necessarily accepted.

NOTE: INCLUDE THIS APPENDIX 'A' WITH THE TENDER SUBMISSION FORM.

**MUNICIPALITY OF VAL RITA-HARTY
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REHABILITATIONPROJECT
VRH 2021-01**

APPENDIX 'B'

Tender No.	VRH 2021-01
Bidder	

LIST OF SUB CONTRACTORS

The following are the subcontractors, which we are prepared to accept for the performance of a portion of the Work.

Name, Address and Telephone Number of Subcontractor	Division or Section of Work
1.	
2.	
3.	
4.	

NOTE: INCLUDE THIS APPENDIX 'B' WITH THE TENDER SUBMISSION FORM

MUNICIPALITY OF VAL RITA-HARTY
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REHABILITATIONPROJECT
VRH 2021-01

APPENDIX 'C'

Tender No. VRH 2021-01
Bidder

WORK PERFORMANCE REFERENCE

- (1) **Reference must be from persons or companies for whom you have performed work within the last twenty-four (24) months. Work references must be able to provide satisfactory evidence that the contractor has the ability and experience in this class of work, and that sufficient capital and plant are available to allow work to be completed expeditiously.**

1. Name: _____

Address: _____

Telephone No.: _____

2. Name: _____

Address: _____

Telephone No.: _____

3. Name: _____

Address: _____

Telephone No.: _____

NOTE: INCLUDE THIS APPENDIX 'C' WITH THE TENDER SUBMISSION FORM.

MUNICIPALITY OF VAL RITA-HARTY
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APPENDIX 'D'
SAMPLE INVOICE

The following information should be provided when submitting an invoice for payment. This information does not necessarily have to be in the same order as shown below.

NAME AND ADDRESS OF YOUR FIRM

Project Number: 7500017

Project Name: Val Rita-Harty Community Centre Rehabilitation Project

Billing Address:

Municipality of Val Rita-Harty
2 rue de l'église
Val Rita, ON
POL 2G0

Date: _____

DESCRIPTION OF WORK PERFORMED: Provide a brief statement

1. Price\$

2. HST\$

TOTAL: \$ _____

**MUNICIPALITY OF VAL RITA-HARTY
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REHABILITATIONPROJECT
VRH 2021-01**

BID BOND

Bond No.

Project No.

Amount \$

Know All Men By These Presents, that

As Principal, hereinafter called the Principal, and

as Surety, hereinafter called the Surety, are held and firmly bound unto the Municipality of Val Rita-Harty Obligee, in the amount of _____/Dollars (\$_____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a written proposal, (or tender) to the Obligee dated the _____ day of _____, 20____, for _____

Now Therefore The Condition Of This Obligation in such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of the Call for Tenders and the said Principal will, within such reasonable time as may be allowed after notice of such acceptance, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the form.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

In Testimony Whereof, the Principal has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal dully attested by the signatures of its duly authorized officers, the _____ day of _____, A.D. 20_____.

Signed, Sealed and Delivered

in the Presence of: _____

Principal

Surety

GENERAL CONDITIONS
SHORT FORM TENDERS

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- 6.0 Time is of essence

Part 1 General Requirements

1.0 Insurance

The Contractor shall keep in force for the duration of the Contract, Public Liability and Property Damage Insurance in an amount not less than **\$2,000,000.00**. Without limiting the foregoing, such insurance coverage shall include Comprehensive General Liability, Contractual Liability, Personal Injury and Contingent Liability with respect to Sub-Contractors. The Contractor shall submit proof of such insurance in the form of a certificate which shall contain a firm undertaking by the insurer to give the Owner 30 days' notice prior to any cancellation or modification of such insurance. If the Contractor fails to provide such insurance within 7 business days of receipt of the notification of award, the Owner, at its sole option, shall have the right to terminate the contract.

1.1 Workers' Compensation Board Certificate of Clearance

The Contractor shall produce a Workers' Compensation Board Certificate of Clearance Form from time to time when requested by the Owner and prior to final payment under the Contract. If the Contractor will be unable to produce clearance as required because it claims it is an independent operator, with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the Workers' Compensation Board of its status as an independent operator for the Contract, within 7 Business Days of receipt by the Contractor of the notification of the award. If the Contractor does not produce such confirmation, the Owner may at its sole option, terminate the Contract.

1.2 Assignment

The Contractor shall not assign the Contract nor the proceeds without the written consent of the Owner.

1.3 Taking the Work out of the Contractor's Hands

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Owner may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Owner may use all monies due on the contract to correct or complete the work.

**MUNICIPALITY OF VAL RITA-HARTY
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**DIVISION 00
PRE-BID**

SECTION 00700

**PAGE 3
GENERAL CONDITIONS**

1.4 Indemnity

The Contractor shall indemnify and save harmless the Owner and its officers from all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, occasioned by or attributable to the activities or omissions of the Contractor or those for whom the Contractor is responsible in performing the Contract.

1.5 Interpretation

If any question arises regarding meaning, intent or other matter required by the Contract, the question shall be decided by the Owner.

Part 2 Governing Regulations

2.0 Permits, By-Laws

- (a) The Contractor agrees to abide by all laws, rules, regulations, by-laws and ordinances covering the class or character of the work to be executed including but not limited to Workers' Compensation, Unemployment Insurance, Fair Wage Program, as applicable and to pay all costs in connection with same.
- (b) The Contractor shall obtain all permits, licenses, and certificates and shall pay all fees required for the performance of the work.
- (c) The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the work, to the preservation of the public health and construction safety which are or become in force during the performance of work.
- (d) If the contractor performs any work knowing it may be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expenses and damages attributable to the Contractor's failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

2.1 Labour

The Contractor shall employ on the Work only persons qualified to perform the work required. The Contractor shall comply with the provisions of the Government Contracts Hours and Wages Act and the Employment Standards Act, as applicable. The Contractor shall ensure that all persons employed on the Work are paid not less than the current wage rate set forth in the Ministry of Labour Fair Wage Schedule, where applicable, and attached to the tender documents, and as it may be amended during the term of the Contract.

Part 3 Procedural Requirements

3.0 Commencement and Completion

The bidders shall indicate a tentative start date and completion date on their bid sheet. The project completion date must not surpass December 31st 2020.

3.1 Cutting and Patching

The Contractor shall not undertake any cutting, patching or the like, other than indicated in the Contract, without prior written approval of the Owner.

3.2 Loss or Damage to Material or Equipment

The Contractor shall be solely responsible for loss or damage to the Contractor's materials or equipment and for any materials delivered to the Contractor from whatever source to the site.

3.3 Fire Safety Requirements

3.3.1 Comply with the Ontario Fire Code.

3.3.2 Ensure Life Safety Systems remain operational.

3.3.3 Management of combustible salvage, waste, and rubbish.

3.3.4 Protect persons and properties.

3.3.5 Maintain operable fire protection equipment.

3.3.6 Maintain fire fighters' access.

**MUNICIPALITY OF VAL RITA-HARTY
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3.3.7 Provide temporary fire extinguishing equipment.

3.3.8 Maintain existing and temporary fire exits.

3.4 Contractor's use of Site

3.4.1 Limited to areas for work and storage as directed by the Owner.

3.4.2 Do not unreasonably encumber site with materials or equipment.

3.4.3 Do not obstruct entrances, stairs or fire exits.

3.4.4 Maintain free access route for fire, ambulance and garbage trucks.

3.4.5 Parking will be allowed on site. The placement of refuse bin will be allowed in an area agreed to with the Owner.

3.5 Use of Site Facilities

3.5.1 The Contractor shall furnish all labour, materials, equipment, transportation, storage tools, trucks and any other incidentals required to perform the work.

3.5.2 The Contractor and the Contractor's personnel may use the existing sanitary services, where provided, but if not available at the site, the Contractor shall provide such service at the Contractor's expense.

3.5.3 The Owner will permit the Contractor to make use of the water and hydro facilities on the site. The Contractor shall:

3.5.4 Make all necessary temporary connections:

- (i) at the Contractor's expense;
- (ii) in accordance with all applicable laws, by-laws, ordinances, rules, regulations, codes and orders; and
- (iii) under the directions of the Owner.

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- 3.5.5 Remove all such temporary connections on the completion of the work and make good all finishes and services to the satisfaction of the Owner.
- 3.5.6 The Contractor shall assume all liability for and be responsible for loss of or damage to the contractor's materials or equipment and for any materials delivered to the contractor from whatever source to the site of the work.

3.6 Interference

- 3.6.1 The Contractor shall maintain normal building operations and traffic flow, with a minimum of inconvenience to the users of the project.
- 3.6.2 The Contractor shall ensure that no essential services such as electric power and domestic hot water supply are interrupted for more than one continuous hour, and no longer than three consecutive hours for the heating system during the heating season except with the prior written permission of the owner.
- 3.6.3 The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with the Owner.

3.7 Protection

Until the owner accepts the work, the contractor shall:

- (i) Provide adequate protection to public and property.
- (ii) Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns and other areas affected by the work from any damages resulting from performing work on this contract.
- (iii) Protect the work from damages from any cause.
- (iv) Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

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3.8 Clean up

At the end of each day's work, the Contractor shall remove:

- (i) All debris and hazardous impediments from work areas and the site.
- (ii) All equipment and material which is not be re-used for the work from the site unless stated otherwise in the contract.
- (iii) All areas to be cleaned of spillage and dust.

3.9 Underground and Concealed Services

- 3.9.1 The Contractor shall be responsible for the protection of all pipes, ducts, cables, conduits, wires and other services against damage arising from the performance of the work.
- 3.9.2 The Contractor is responsible for making good to the satisfaction of the authorities concerned, any damages to services resulting from the Contractor's performance of the work, without any additional cost to the Owner.

Part 4 Adherence to Drawings and Specifications

4.0 Materials

All materials, products and equipment supplied for the work shall be new, of the best quality and as far as possible, unless otherwise specified, of Canadian origin and manufacture.

4.1 Changes in Work

The Owner may make changes with the Contract Price and the completion date being adjusted accordingly. No additional work shall be done nor shall other changes to the Contract be made without receiving prior written authority from the Owner.

4.2 Samples

The Contractor shall furnish for the approval of the Owner, such samples of materials, tests and designs as required from time to time. The work must be in accordance with the approved samples, tests and designs.

4.3 Toxic and Hazardous Substances

4.3.1 Prior to the Contractor commencing the Work, the Owner shall:

- (a) take all reasonable steps to establish whether or not any toxic or hazardous substances are present at the Place of the Work, and
- (b) provide the Contractor with written report indicating all toxic or hazardous substances of such findings.

4.3.2 If the Contractor

- (a) encounter toxic or hazardous substances at the Place of the Work, or
- (b) has reasonable grounds to believe that toxic or hazardous substances are present at the place of the Work, the Contractor shall
- (c) take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to the presence of the substances, and
- (d) immediately report the circumstance to the Owner in writing.

Part 5 Payment and Warranty

5.0 Payment

If practicable, progress payments may be arranged with the Owner. The 10% holdback required by the Construction Lien Act, 1983, will be retained by the Owner, for this Contract. The Construction Lien Act, 1983, applies to the performance of the Work and the Owner is subject to its provision. In the discretion of the Owner, no payment otherwise due under the Contract, shall be made to the Contractor until all claims under the Construction Lien Act, 1983, have satisfactorily been met to the extent the Owner may be liable.

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5.1 No Additional Payment for Increased Costs

The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the Work brought about by any increase or decrease in the cost of plant, equipment, labour, materials, or the wage rates set out and prescribed herein.

5.2 Correction of Faulty Work

The Contractor shall, for ninety days after the date of final completion of the work, or for the usual manufacturer's or producer's warranty period, whichever is the greater, at the cost of the Contractor, rectify defects in the Work caused by faulty workmanship or materials for which it shall have received notice from the Owner. This warranty does not override any warranty conditions specified in the Contract documents.

5.3 Acceptability of Work

All work performed by the Contractor shall be completed to the entire satisfaction of the Owner.

5.3.1 All work performed by the contractor shall be completed to the satisfaction of the Economic Development Officer of the Municipality of Val Rita-Harty or his authorized delegate, and must maintain a standard of service and workmanship acceptable to the Economic Development Officer or his authorized delegate. Failure to provide such service will result in the contractor receiving no further allocation of work immediately following the period in which the unsatisfactory work was carried out and shall render the contractor, at the discretion of the Municipality of Val Rita-Harty, liable to removal from the pre-qualified list less any expense incurred.

5.3.2 The contractor will submit evidence of compliance with all the requirements of the Worker's Safety Insurance Board of Ontario as amended, including payments due thereafter. If the contractor is an Independent Operator, the contractor will complete the Independent Operator forms and file with the W.S.I.B.

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- 5.3.3 The contractor will indemnify and save harmless the *Municipality of Val Rita-Harty* and its officers and agents from all claims relating to labour and materials furnished for the work, and from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by, or attributed to the activities of the contractor in executing the work under the contract to an infringement, or an alleged infringement, by the contract of the patent of invention.
- 5.3.4 All work, materials, and products, their method and timing of installation, manufacture, formulation or construction which I/we submit or propose in this submission will comply with the specification attached and will not be changed without the consent of the Economic Development Officer of the Municipality of Val Rita-Harty or his authorized delegate. Failure of any work, material, product or method of timing to meet the specification shall be sufficient reason for the the *Municipality of Val Rita-Harty* to order suspension of all work until it is satisfactorily proven by the supplier or contractor that the specifications are being complied with. If satisfactory proof is not established within seven days, the Municipality of Val Rita-Harty reserves the right to immediately terminate this contract by notice in writing, forwarded by prepaid registered post, to the last known address of the contractor. Further, the contractor hereby agrees to indemnify the the Municipality of Val Rita-Harty against any and all costs and expenses that may be incurred by reason of the contractor using materials and/or methods of application not in accordance with any specifications attached hereto.
- 5.3.5 Where applicable, inspection certificates for the installation of equipment, natural gas, heating boilers, etc., shall be obtained from the Federal, Provincial or Municipality responsible for the issuance of same and the contractor agrees to obtain and deliver such certification to the Municipality of Val Rita-Harty before receiving final payment.

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Part 6 Time

Time is of the essence.

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OCCUPATIONAL HEALTH & SAFETY ACT - BILL 208

1. Contractors are reminded they must comply with the Occupational Health & Safety Act.
2. Contractors are reminded that other contractors and/or staff may be working on the same site or work area. All precautions must be taken with respect to the Occupational Health & Safety Act, Construction Safety Act and related regulations.
3. Contractors are hereby made aware that the *Municipality of Val Rita-Harty* has a Health and Safety policy in place and that it is available as reference material.

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**EQUITY POLICY
STATEMENT OF PRINCIPLES**

The Municipality of Val Rita-Harty fully supports the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and the Ontario Policy on Race Relations. Every person has a right to equal treatment. Harassment and discrimination are prohibited.

The Municipality of Val Rita-Harty will ensure that:

1. All staff, board members, tenants, applicants and contractors have a right to equal treatment.
2. Discrimination and or harassment of any form will not be tolerated.
3. No one is discriminated against because of race, ancestry, place or origin, colour, ethnic origin, citizenship, religion, creed, sex, age, sexual orientation, marital status, family status, disability, receipt of public assistance or record of offences.
4. All staff, board members, tenants, applicants and contractors are made aware that discrimination and or harassment will not be tolerated.
5. All tenants live in an environment free from any form of discrimination and or harassment.
6. All staff work in an environment free from any form of discrimination and or harassment.
7. Incidents which cause conflict and tension are appropriately addressed.
8. Healthy relations are promoted among staff, board members, tenants, applicants, and contractors.
9. Policies and practices adhere to the principles stated above.

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TENDER SUBMISSION CHECKLIST

Closing Date: October 1st, 2021

Closing Time: 2:00 p.m. local time

Tender: VRH 2021-01, Community Centre Rehabilitation Project

Office: 2 rue de l'église

Val-Rita, Ontario P0L 1Z0

Before you submit your Tender package, make sure you can answer **YES** to each of the following questions. If not, your Tender submission may be invalid. If you submit an invalid Tender package, **your Tender will be disqualified**.

- Did you include all your Bid Documents?**
Ensure that all bid documents are in order and submitted.
- Did you sign all your documents?**
Ensure all documents are signed and dated in the appropriate place.
- Did you affix your Corporate Seal?**
If you have a corporate seal, ensure that you stamp your documents in the appropriate place.
- Did you include your Bid Security?**
Ensure your certified cheque, money order, bank draft, or bid bond in the appropriate amount is included.
- Did you include an updated copy of your Liability Insurance?**
Ensure an **up-to-date** copy of your Liability Insurance in the amount of **\$2,000,000.00** is included.
- Did you include an updated copy of your WSIB Clearance Certificate?**
Ensure an **up-to-date** copy of your WSIB Clearance Certificate is included.
- Did you use the enclosed envelope?**
Ensure that you use the enclosed envelope for your documents. Please clearly print your Company name and address on the envelope.

NOTE: Please advise receptionist that you are submitting a Tender when you drop off your envelope.

**MUNICIPALITY OF VAL RITA-HARTY
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BID FORM**

Tender No. VRH 2021-01	Project No. 2021-01	Closing Date Oct 1st 2021	Time 2:00 p.m.
Submitted To (Owner) Municipality of Val Rita-Harty	Work Description Community Space Conversion Project Val Rita-Harty Community Centre		
Municipal Address 2 Rue de l'Église			
Val-Rita, ON P0L 2G0			

1 Bid Price

Having examined the Bid Documents to this Stipulated Price Bid, and Addenda No. _____ to No. ____, all as issued by *the Municipality of Val Rita-Harty* and having visited the Place of the Work; I hereby offer to enter into a Contract to perform the Work required by the Bid Documents for the stipulated price of:

To provide all labour, materials, services and equipment to convert 2 classrooms in a Community Space for residents and manage Subcontractor on site to Install Electronic Key System

- | | |
|---|------------------|
| b) Basic price, excluding all taxes as per Specifications, and delivery to the point specified above (A) | \$ _____ |
| b) Harmonized Sales Tax (HST) | \$ _____ |
| c) Allowance for cost to purchase and Install Electronic Key System (B) | \$ 22,240 |
| d) Harmonized Sales Tax | \$ 2,891 |
| TOTAL (A + B) | \$ _____ |

Start Date: _____ **Completion Date:** _____

**MUNICIPALITY OF VAL RITA-HARTY
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1.1 I certify that:

- a) I am not a party or privy to any deceit to mislead the Owner into accepting this Bid as a truly competitive Bid whether to the prejudice, injury or benefit of the Owner;
- b) The prices contained in this Bid are quoted in good faith without any collusive arrangement with any other person or entity;
- c) I have no financial interest in any other entity which:
 - i) is or has rendered goods or services to the *Municipality of Val Rita-Harty*
 - ii) is submitting a Bid for this Work;

except for the following _____

1.2 Tax Compliance Declaration

I hereby certify that *name of company* _____

at the time of submitting this bid, is in compliance with all tax statutes administered by the Ministry of Finance for Ontario and that in particular, all returns required to be filled under all Provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payments have been made and maintained.

Dated this _____ day of _____ 20____ .

Name of Bidder	Signature
Address	Name and title of person signing
City	Witness Signature
Postal Code	

N.B. Where legal jurisdiction or Owner requirement call for:

- (a) proof of authority to execute this Bid; attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign this Bid for and on behalf of the Corporation or Partnership; or
- (b) the affixing of a corporate seal, this bid should be properly sealed.

**MUNICIPALITY OF VAL RITA-HARTY
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APPENDIX 'A'

Closing Date: October 1st 2021

Closing Time: 2:00 p.m. local time

Tender: VRH 2021-01, Community Centre Rehabilitation Project

The successful contractor will have to supply and meet the following conditions to be awarded the contract.

1. Business License.
2. Store front operation.
3. All employees working on this job are to be registered with WSIB. No personnel will be allowed on the construction site without Workers' Safety & Insurance Board coverage.
4. The Contractor will maintain sufficient stock of all items at all times. Work will be done within the requested time frame with no delay to the owner's schedule.

Workmen's Compensation No.	Insurance Policy No. Expiry Date:
Public Liability and Property Damage Insurance in the amount \$	Insurance Company
Dated at:	Authorized Representative (Broker)
This ___ Day of _____ 20___	Signature of Contractor

Proponents are reminded to forward the tender submission form to the *Municipality of Val Rita-Harty* on or before **October 1st 2021**.

The lowest or any quotation may not be necessarily accepted.

**MUNICIPALITY OF VAL RITA-HARTY
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APPENDIX 'B'

Tender No.	VRH 2021-01
Bidder	

LIST OF SUB CONTRACTORS

The following are the subcontractors, which we are prepared to accept for the performance of a portion of the Work.

Name, Address and Telephone Number of Subcontractor	Division or Section of Work
1.	
2.	
3.	
4.	

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APPENDIX 'C'

Tender No. VRH 2021-01
Bidder

WORK PERFORMANCE REFERENCE

(1) Reference must be from persons or companies for whom you have performed work within the last twenty-four (24) months. Work references must be able to provide satisfactory evidence that the contractor has the ability and experience in this class of work, and that sufficient capital and plant are available to allow work to be completed expeditiously.

1. Name: _____

Address: _____

Telephone No.: _____

2. Name: _____

Address: _____

Telephone No.: _____

3. Name: _____

Address: _____

Telephone No.: _____

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BID BOND

Bond No.

Project No.

Amount \$

Know All Men By These Presents, that

As Principal, hereinafter called the Principal, and

as Surety, hereinafter called the Surety, are held and firmly bound unto the Municipality of Val Rita-Harty as Obligee, in the amount of _____
_____/Dollars (\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a written proposal, (or tender) to the Obligee dated the _____ day of _____, 20____, for _____

Now Therefore The Condition Of This Obligation in such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of the Call for Tenders and the said Principal will, within such reasonable time as may be allowed after notice of such acceptance, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the form.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

In Testimony Whereof, the Principal has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal dully attested by the signatures of its duly authorized officers, the day of _____
_____, A.D. 20_____.

Signed, Sealed and Delivered

in the Presence of: _____

Principal

Surety

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**DIVISION 09
PLANS**

SECTION 0001

**PAGE 1
SPECIFICATIONS**

Plans documents are integral part of the tender. Below you will find the link where you can view and download the Tender documents, including the plans and specification. All addenda to plans or tenders will be shared on our municipal website and bidders will be advised by email and the link will be shared if any addenda or additional information is added to the website.

www.valharty.ca