



TENDER

TO

**REPAIR/REPLACE THE FLAT ROOFS ON THE
WINCHESTER CULTURAL CENTRE (OLD TOWN HALL)
478 MAIN ST., WINCHESTER**

QUOTATION CLOSING DATE

10:30 am

Wednesday, May 23rd, 2018

**Township of North Dundas
636 St. Lawrence St
P. O. Box 489
Winchester, ON
K0C 2K0
613-774-2105**



Township of North Dundas

636 St. Lawrence St., P.O. Box 489, Winchester, Ontario K0C 2K0
Tel: 613-774-2105 Fax: 613-774-5699 www.northdundas.com

REQUEST FOR TENDER

**To repair/replace the flat roofs of the Winchester Cultural Centre (Old Town Hall),
located at 478 Main St. in Winchester**

The Township of North Dundas would like to have a white liquid polyurethane coating applied to the upper roof section. The lower roof section will need to be stripped to the structural deck and replaced with a modified bitumen built-up roof system.

The Township may utilize the vendor with the lowest price where the product and service is satisfactory and the vendor is available to perform the work. Where it is not possible to utilize the lowest vendor, the second lowest vendor may be utilized and so on.

DUE DATE: Wednesday, May 23rd, 2018 at 10:30 am

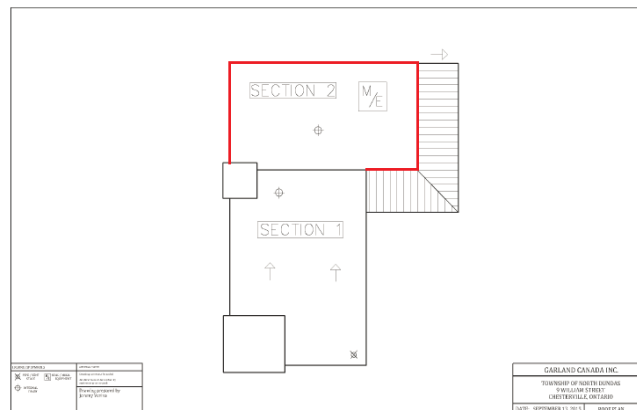
FOR FURTHER INFORMATION, PLEASE CONTACT:

Meaghan Meerburg
Director of Recreation and Culture
613-774-2105 ext. 236

The Township of North Dundas is committed to providing quality goods and services that are accessible to all persons that we serve. Documents are available in various accessible formats upon request. Individuals are advised to contact the Township Office and the Township will work with the individuals to provide a format that meets their needs. Information is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act and is subject to this act.

SCOPE OF WORK

1. Remove existing metal counter flashing and roofing down to structural deck and dispose to authorized dumpsite.
2. Disconnect AC units by others.
3. Make certain all curbs are at least 12" from the finished roof membrane. Use only pressure treated lumber.
4. Supply and install new roof assembly to include the following:
5. Install a two ply #15 vapour barrier in full moppings of hot type III asphalt.
6. Install new parapet throughout the perimeter area of Section 2 as indicated in the drawing found in APPENDIX 1. Laminate two (2) 2" x 6" builders grade lumber. Install throughout the indicated areas. Follow parapet detail for water proofing.



7. Install 3.0" Polyisocyanurate insulation (FM approved) (4' x 4' boards) in full moppings of hot type III asphalt. Step all boards into place immediately after placement to ensure full adhesion. Tightly brace all seams to allow no gaps in insulation.
8. A course of 1/2" thickness wood fiber roofing protection board adhered to the base insulation with type III asphalt.
9. Sump drains, 8' x 8' size, 2" thickness. Shave Iso insulation around sump to create a small taper.
10. Fiberboard cants embedded in hot asphalt.
11. Install 2-ply generic type IV glass felt in hot asphalt (type III at EVT) at a rate of not less than 25 lbs per square per ply. Ensure full adhesion of each ply and good bleed out at all seams.
12. Install one ply of 80 mil SBS modified membrane with cross directional strength of at least 215 lbf./in. and a low temperature flexibility of -30 degrees Celsius; ASTM D5147, Type III Grade S in hot asphalt (type III at proper EVT) at a rate of not less than 30-35 lbs per square per ply. Ensure full adhesion of each ply and good bleed out at all seams. Membrane is to extend to

the top of the cant.

13. Install new membrane base flashings surrounding and within area with one ply of 40 mil SBS modified membrane with woven fiberglass scrim reinforcement perimeter and projection base flashing followed by one ply of 80 mil SBS modified membrane with cross directional strength of at least 215 lbf./in. and a low temperature flexibility of -30 degrees Celsius; ASTM D5147, Type III Grade S perimeter and projection flashing in hot asphalt. Ensure base flashing ply extends 6-8" onto the field of the roof. Ensure modified flashing ply extends a minimum of 8" – 9" onto the field of the roof. Cant strips to be used at all horizontal to vertical transitions. Flashings to extend 8" above cant, and 8" onto field. Flashings at perimeter to extend above and over top of raised edge or 8" above cant and finished with termination bar. Terminate top of flashings with termination bar and cover top seam of membrane with high quality flexible elastomeric asphaltic caulk.
14. Apply a three course with Rubberized mastic and reinforcement mesh on vertical and seams of the newly installed flashing.
15. Embed clean gravel in hot top pour asphalt.
16. At existing drains, supply and install new Retrofit drain.
17. Supply and install new One Way Vents spun aluminum over all plumbing vents.
18. Install new paver stone on 1" extruded polystyrene insulation pad under every condensate drain.
19. Install new pre-painted 26 gauge metal counter flashing at perimeters and equipment flashings as per owner's/ representative's request.
20. Clean entire project of debris and remove all equipment.
21. Issue membrane manufacturer's 15 year No Dollar Limit leak free materials and labour warranty, non-prorated with no charge annual follow-up inspections.

DESCRIPTION

Restoration work including but not limited to:

1. A multi-purpose, high build, urethane, liquid waterproofing membrane designed to maintain, restore and upgrade the performance of existing single-ply membranes, modified membranes, asphalt, profiled metal sheet and asbestos cement sheet.

a) Tensile Strength (ASTM D 412/D 5147)	1500 psi
b) Tear Resistance (ASTM D 1004/D 5147)	140 lbs./in.
c) Elongation (ASTM D 412/D 5147)	360%
d) Density @ 77 °F (ASTM D 2939)	10.5 lbs./Gal
e) Flash Point (ASTM D 93)	110°F

f) Energy Star Approved	Yes
g) Viscosity @ 77 °F (Brookfield RVT)	4000-5000 Cp
h) Non-Volatile (ASTM D 75)	83%
i) VOC Status (ASTM D 3960)	< 250 g/l
j) Reflectance	80%
k) Emittance	88%
l) Wet Film minimum thickness @ 2 Gal/100 SF	32 mils
m) Dry Film minimum thickness @ 2 Gal/100 SF	25 mils

2. Primer: is an oil modified alkyd paint which is designed to be applied over lightly rusted surfaces and reducing the need to do any unnecessary surface preparation like scraping and sand blasting.

a) Flash Point (ASTM D 93)	52°F min
b) Solids by Weight	73.18%
c) Solids by Volume	49.49%
d) Viscosity @ 77 °F (#2 Zahn)	42-50 KU
e) Wet Film minimum thickness @ 2 Gal/100 SF	32 mils

WASHES FOR METAL PANEL/SURFACE PREPERATION

Primer wash used to prepare membrane for repairs.

TSP (Tri Sodium Phosphate)----A heavy duty degreaser and all-purpose cleaner

FIBERGLASS REINFORCMENT PHYSICAL PROPERTIES

Restoration work including but not limited to:

A full strand reinforcing mat made from cut fibers laid in a random pattern and bonded with a powdered, high solubility resin binder.

EXAMINATION

Examine substrate surfaces to receive coating and associated work and conditions under which roofing will be installed. Do not proceed with roofing until unsatisfactory conditions have

been corrected in a manner acceptable to Installer.

GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging gutters. Replace or restore other work damaged by installation of this roofing system.
- D. Urethane coating rate: Urethane coating shall be applied at no less than two (2) gallons per one hundred (100) square feet for non-reinforced system and no less than four (4) gallons per one hundred (100) square feet for full reinforced system. (All field seams and flashing penetration areas will receive reinforcement.)
- E. Apply roofing materials as specified herein unless recommended otherwise by manufacturer's instructions. Keep roofing materials dry during application. Phased construction can be allowed as long as no, more than seven (7) days pass between coats.

CLEANING AND SURFACE PREPARATION RESTORATION

- A. Any and all defects such as deteriorated roof decks, rust perforations, etc., must be repaired or replaced prior to the application of the coating system. Any areas of heavy rust will be addressed by removing all loose rust scale material with a wire brush. If area of rust has deteriorated through metal surface panels, failed area will be cut out and replaced. Identification of surface conditions requiring such work or replacement is the responsibility of the contractor and any such work should be included in contractor's base bid of this specification.
- B. The surface must be clean, dry and free of loose scale, rust, dirt, mold, mildew, dust and debris.
- C. Power washing to remove all loose rust or scale is mandatory before application. Use a high-volume air broom or compressed air to remove residual dust. Observe all applicable OSHA regulations.
- D. Roof system must be treated with Rust primer prior to the application of the coating system. The primer should be permitted to dry completely before coatings are applied.
- E. Replace all missing fasteners with a slightly larger fastener. All loose fasteners must be tightened. Apply urethane base coat into gaps in horizontal and vertical seams, cracks around fasteners, etc. Urethane base coat should be reinforced with fiberglass fabric around critical areas for improved strength and flexibility.
- F. Alternatively, fasteners, horizontal and vertical seams, etc., must be waterproofed with urethane base coat. Embed a strip of fiberglass fabric into the base coat. Embed the fabric

firmly into place until reinforcement is fully embedded, keeping roller or brush saturated with urethane base coat to prevent reinforcement from snagging/plucking. External fasteners can also be individually capped with pressure sensitive, adhesive discs.

G. Before coating surfaces with urethane coating, you must prime all Metal surfaces with Rust Primer at a rate of 8-16 mils or ½-1 gallon per square.

H. Seam Repairs

1. All seams require the use of Mat fiberglass on all repairs.
2. Apply a base coat of urethane 32 mils-2 gallons per square (7.6 liters per square) thick over the cut area, extending 2" beyond the width of the Mat fiberglass. An 8" wide strip of urethane 32 mils thick-2 gallons per square (7.6 liters per square) per 100 linear feet.
3. 6" wide Mat fiberglass reinforcement strips are embedded into the base coat and brush or roll it into the coating until reinforcement is fully embedded.
4. Apply an additional 8 mils .5 gallons per square (1.9 liters per gallon) to fully embed reinforcement. Keep roller saturated during this process.
5. Let material dry 24 hours before coating with system.

I. Penetrations

1. All penetrations require the use of Mat fiberglass on all repairs.
2. Apply a base coat of urethane 32 mils-2 gallons per square (7.6 liters per square) thick over the cut area, extending 2" beyond the width of the Mat fiberglass. An 8" wide strip of urethane 32 mils thick-2 gallons per square (7.6 liters per square) per 100 linear feet.
3. 6" wide Mat fiberglass reinforcement strips are embedded into the base coat and brush or roll it into the coating until reinforcement is fully embedded. Apply an additional 8 mils .5 gallons per square (1.9 liters per gallon) to fully embed reinforcement. Keep roller saturated during this process.
4. Let material dry 24 hours before coating with system.

RESTORATION PRODUCT APPLICATION

PRE-TREATMENTS

Known Growth - General Surfaces: Once areas of moss, mold, algae and other fungal growths or vegetation have been removed and surfaces have also been thoroughly cleaned, apply a biocidal wash at a maximum spread rate of 0.2 Gallons/square, to guard against subsequent infection. Allow to dry onto absorbent surfaces before continuing with the application. On non-absorbent surfaces, allow to react before thoroughly rinsing to remove all traces of the solution. Note: See Health & Safety data before use.

PRIMING

Roof and Flashing Surfaces: Rust Primer is required directly onto the prepared metal surfaces prior to the application of urethane coating.

SYSTEM APPLICATION- REINFORCMENT ON SEAMES ONLY

A. Flashings

All membranes require the use of Mat fiberglass reinforcement on all of the seams.

1. Vertical flashings will hold approximately 24 mils (1.5 gallon per square) of urethane coating per coat.
2. A two-coat application on all vertical flashing is required.
3. Apply first coat of urethane coating at 24 mils-1.5 gallon per square.
4. Embed Mat fiberglass reinforcement into the base coat, making sure coating is extending 2" beyond the width of the Mat fiberglass.
4. Let material dry 24 hours, before top re-coating with flashing surface layer of 24 mils-1.5 gallon per square.
6. Let the completed base coating of all flashings and penetrations with embedded reinforcement dry a minimum of 24 hours. Once dry, coat flashings along with entire field application at the minimum coating rate of 2 gallons per 100 square feet.

B. Field Seams

All Field seams and areas of through fasteners (gutter edge, ridge cap/edge, field seams) shall require the use of Mat fiberglass reinforcement

1. Apply a base coat of urethane coating 24 mils-1.5 gallons per square thick, per 100 square feet.
2. Embed 6" wide Mat fiberglass reinforcement into the urethane along all field seams and through fastener lines and brush or roll it into the coating. Embed Mat fiberglass reinforcement, being sure to keep roller wet to prevent Mat fiberglass from snagging/plucking.
3. Let material dry 24 hours, before coating the field of the roof with 32 mils-2 gallons per square.
4. Let material dry 24 hours, before top re-coating with second application of coating at a rate of 24 mils-1.5 gallon per square.
5. Let the completed base coating of all field seams and fastener penetrations with embedded reinforcement dry a minimum of 24 hours. Once dry, coat field seams and fastener penetrations that have received reinforcement along with entire field application at the minimum coating rate of 2 gallons per 100 square feet.

C. Field of Roof

(Inspection by material manufacturer is required prior to coating of the roof field.)

Apply a top coat of urethane coating at 32 mils (2 gallons per square) thick over entire properly prepared roof surface. Application of field coating will commence after all before mentioned reinforcement has been completed. Material manufacturer must approve application of previous reinforcement areas of repair prior to the field application of the remaining roof system.

- D. Coating shall be applied in strict accordance with manufacture's published directions and instructions.

Spray Application:

- a. Spray across roof, back-roll as needed to ensure uniform coverage, then back spray across the same area to complete application.
- b. Spray Pump Recommendations:
 - 1) Pump Ratio 45:1
 - 2) Hose $\frac{3}{4}$ ID Hose first 100' (30.48m) w/ swivel connections and 1/2" ID Hose for second 100' (30.48m)
 - 3) Pressure 5000 psi
 - 4) Working pressure is 2700 to 3000 at the gun. Depending on equipment setup, you may be able to spray the coating as low as 1800 psi. Based on tip size, raise pressure to remove fingers in spray pattern
 - 5) High pressure fittings
 - 6) Input flow 100 psi
 - 7) Tip = .032 - .037 for a 8" pattern at 12" distance (20.32cm pattern 30.48cm distance)
 - 8) Recommended 12" extension w/ swivel tip
 - 9) Tip and pump sizes will change depending on temperature and pattern concerns.
- c. All material must be applied smoothly with proper film thickness, at a uniform spread rate of 2 gallons per 100 sq. ft. Total application rate will be higher over reinforcement areas such as flashings, seams and any areas reinforcement with fiberglass. These areas will still receive a top coating at the same rate as the field of the roof system.
- d. Keep wet film gauges on-hand at all times during the application process to ensure proper coverage. Coverage rates below will designate gallons, wet mils, and dry mils.
 - 1) 1.5gallons will equal 24 wet mils and 19 dry mils
 - 2) 2 gallons will equal 32 wet mils and 25 dry mils
 - 3) 2.5 gallons will equal 40 wet mils and 32 dry mils

PROJECT CONDITIONS

- A. Weather Condition Limitations: Do not apply roofing system during inclement weather or when a 40% chance of precipitation or greater is expected.
- B. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- C. Materials shall be stored at room temperature until immediately prior to application. Discontinue the application if the material cannot be stored at a temperature, which permits even distribution during application.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- E. When applying materials with spray equipment, take precautions to prevent over spray and/or solvents from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Spray application should not be attempted in high wind situations. Overspray will be the responsibility of responsible installing contractor. Care should be taken to do the following:
 - a. Close air intakes into the building.
 - b. Have a dry chemical fire extinguisher available at the jobsite.
 - c. Post and enforce "No Smoking" signs.
- F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- G. Protect completed roof sections from foot traffic for a period of at least 24-48 hours at 75° F and 50% relative humidity or until fully cured.
- H. Take precautions to ensure that materials do not freeze.
- I. Minimum temperature for application is 40°F and rising.

BID FORM

TENDER

TO

**REPAIR/REPLACE THE FLAT ROOFS ON THE
WINCHSTER CULTURAL CENTRE,
478 MAIN ST., WINCHESTER**

TENDER CLOSING:

Wednesday, May 23rd, 2018 at 10:30 am

LOCATION:

Township of North Dundas
Attn: Meaghan Meerburg,
Director of Recreation & Culture
636 St. Lawrence Street
Winchester, ON

RESPONDENT INFORMATION FORM

RESPONDENTS must complete this form and include with the submission.
Please ensure that all information is legible.

1.	Company Name	
2.	Respondent's Main Contact Individual	
3.	Address	
4.	Office Phone #	
5.	Toll Free #	
6.	Cellular #	
7.	Fax #	
8.	E-mail Address	
9.	Website	
10.	HST Account #	

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in such addendum(s)

ADDENDUM #

DATE RECEIVED

Check here if NO Addenda received.

RESPONDENT

SIGNATURE

DATE

SCHEDULE I

ITEMS AND UNIT PRICES

BID		
Item	Description	Price Excluding HST
1	Repair/replace the flat roofs on the Winchester Cultural Centre 478 Main St., Winchester	\$

PROPOSED 2018 PROJECT START DATE: _____

2018 PROJECT COMPLETION DATE: _____

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

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

BIDDER'S NAME: _____

POSITION: _____

BIDDER'S SIGNATURE: _____

DATED THIS _____ DAY OF _____ 20_____.

INFORMATION AND GENERAL SPECIFICATION

SITE VISIT

A **mandatory** site visit has been organized during which questions regarding this tender will be addressed and bidders may inspect the site. Tenders will **not** be accepted from bidders who do not attend the site meeting.

Location: Winchester Cultural Centre, 478 Main St., Winchester

Date and Time: Wednesday, May 9th, 2018 at 10:00 am

OPENING TENDERS

Sealed tenders must be submitted to the Township of North Dundas, **636 St. Lawrence Street, Winchester, ON, K0C 2K0 on or before 10:30 am, local time, on Wednesday, May 23rd, 2018** as determined by the time/date stamp clock in the location receiving the bids. Submissions received at 10:31 am or later will be deemed to be late and non-compliant, in which case, the envelope will be time and date stamped and returned unopened, to the bidder.

Bids shall be clearly labeled with the following:

**REPAIR/REPLACE THE FLAT ROOFS ON THE WINCHSTER CULTURAL CENTRE,
478 MAIN ST., WINCHESTER**

Att: Meaghan Meerburg
Director of Recreation & Culture

Bidders need not be present at the opening of their tender. Tender award is anticipated to be by June 6th, 2018.

QUESTIONS & CLARIFICATIONS

Should a bidder find discrepancies or omissions in the tender documents or should there be any doubt as to their meaning, the bidder shall inquire. Should a correction, explanation, or interpretation be necessary, a written addendum will be issued and posted on the Township of North Dundas website at www.northdundas.com. Any addenda issued during the tender period, shall form a part of these tender documents.

All inquiries and clarification shall be directed to:

Meaghan Meerburg
Director of Recreation & Culture
Township of North Dundas
636 St. Lawrence St.
Winchester, ON. K0C 2K0
Ph: 613-774-2105 ext. 236
Email: mmeerburg@northdundas.com

BLANK FORM OF TENDER

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

COST OF TENDERING

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

WITHDRAWAL OF TENDERS

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

REJECTION OF TENDERS

The following bids will be rejected:

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

UNACCEPTABLE TENDERS

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

Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Township, may be rejected.

IRREVOCABLE

All bids will be irrevocable for a period of sixty (60) days from the closing date of the bid or until a contract is signed with the successful bidder, whichever comes first.

AWARD OF CONTRACT

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

RIGHT TO ACCEPT OR REJECT TENDERS

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

REFERENCES

Bidders are required to provide three (3) references for related works completed within the past 12 months. Submissions must include the company name, main contact name, phone number, and email address, as well as a brief description of the works completed and the service location. The Township of North Dundas reserves the right to contact any and all of these references and to use these references as part of the evaluation of the tender submission. The information collected will be used solely for purposes relating to the Township of North Dundas.

SCHEDULING

The tendering contractor shall indicate, in his/her tender, the date that he/she is available to commence the work in 2018 and the anticipated 2018 date for completion of the work.

LICENSES/PERMITS AND CONFORMANCE

The successful bidder shall acquire, at their cost, all necessary permits and licenses from the Province of Ontario and the Township of North Dundas for the purpose of construction.

The successful bidder shall conform to the requirements of all applicable federal, provincial and municipal laws, statutes, and regulations.

INSURANCE

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

Such insurance shall add the Township of North Dundas as Additional Insured and Garland Canada Inc. with respect to the operations of the contractor. Garland Canada will also be named as the Certificate Holder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

AUTOMOBILE LIABILITY INSURANCE

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

PROFESSIONAL LIABILITY INSURANCE (if they are providing an inspection)

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

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

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

INDEMNIFICATION AND HOLD HARMLESS

The contractor shall indemnify and save harmless the Township of the Township of North Dundas, their officers and employees from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the contractor, their agents, officers, employees or other

persons for whom the contractor is legally responsible.

WORKPLACE SAFETY & INSURANCE COVERAGE

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

Work will not be authorized to begin until this document is received by the Township of North Dundas.

RENEWAL OF INSURANCE AND WSIB CERTIFICATES

Please ensure that your Certificate of Insurance is updated throughout the term of the contract and that copies are forwarded to the Director of Recreation & Culture for the Township of North Dundas, upon renewal.

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

PRICES

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable and continue open for acceptance by the Township for a period of 60 calendar days after the closing date indicated in this Tender.

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

HARMONIZED SALES TAX (HST)

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

PAYMENT

Invoices indicating the tender number should be mailed directly to:

Township of North Dundas
Att: Meaghan Meerburg,
Director of Recreation & Culture
636 St. Lawrence St.
P.O. Box 489
Winchester, ON.
K0C 2K0

PERIOD OF CONTRACT

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

Should the contractor fail to carry out the work in compliance with the requirements of this contract, the Township of North Dundas may notify the contractor in writing that he is in default of his contractual obligations and instruct him to make the necessary corrections within seven (7) working days of receipt of such notice. If the corrections are not completed within an acceptable time as agreed to by the Township of north Dundas; Township of North Dundas prejudice may-

Issue a stop work order and make the necessary corrections deducting the cost from any payment due to the contractor.

Or

Terminate the contract.

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

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

QUALITY CONTROL

Provide all supervision, labour, equipment and materials necessary to be orderly, competent and expeditious completion of the work. Maintain site supervision capable of acting competently on site instructions issued by the Township of North Dundas or their Project Manager.

Retain at the site, for reference as required, a copy of all specifications, addenda, drawings, written instructions and changes in the work.

Provide the Township of North Dundas with access to the site for purposes of inspecting the work.

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

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

The contractor shall guarantee the quality of the work for a period of 1 year, commencing on the date of project acceptance.

WARRANTY

The contractor shall guarantee the quality of the work, for a period of 2 years, commencing on the date of project completion. The liability under the warranty will be for the contractor to correct, at no cost to the Township of North Dundas, all deficient work arising from improper installation and/or product use, in a manner acceptable to the standard of these specifications.

DAMAGE CLAIMS

The contractor shall be responsible for all damages caused by them or their employees, agent or any workmen employed by them, or under their control, or arising from the execution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used

thereon or therein or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the contract, and agrees to hold the Township safe and harmless from any such claims by third parties, including any legal costs incurred by the Township in connection therewith on a solicitor/client basis.

RESPONSIBILITY OF EMPLOYEES

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

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

SITE SAFETY

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

UTILITIES AND MUNICIPAL SERVICES/PROPERTY

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

The contractor will be responsible to protect all utilities and municipal service and property from breakage during construction. However, if a utility or a service is damaged, the contractor shall immediately repair the damaged service or contact the appropriate agency to repair the damage. All costs associated with the repaired utility or service shall be borne by the contractor. Municipal services shall include water mains, water services, valves, and all appurtenances associated with water works sewer mains, sewer laterals, catch basin leads, manholes, catch basins, and all appurtenances associated with sewer works.

Utilities or utility shall include all above and underground wiring, conduits, and pipes of all descriptions, and all related appurtenances which are supplied by hydro, gas, telephone and cable television companies and the Township of North Dundas.

TERMINATION

In the event that the successful bidder fails to comply with any of the terms and conditions set forth in the signed contract agreement, the successful bidder will be notified in writing and will be given ten (10) days to comply with the violated sections. At the expiration of the stated period of time, if the successful bidder has not complied to the satisfaction of the Township, the contract can be terminated. Any termination of the contract by the Township shall be without prejudice to any other rights or remedies the Township may have.

The Township of North Dundas shall have exclusive option of terminating the contract, immediately, at any time for any fraud or dishonesty on the part of any officer, employee, or agent, of the successful bidder.

FREEDOM OF INFORMATION

The Township is subject to the provisions of the *Municipal Freedom of Information and Protection of*

Privacy Act. As a result, the Township cannot guarantee that any information forwarded to the Township can be held in confidence. Bidders must identify, in their submission, any information which they feel is confidential and which should remain confidential. Bidders must specify their reasons and those sections of the Act which support the confidentiality. Confidential information must be included in a separate section of the submission. This will facilitate the ability to make other parts of the submission available to the public. In all circumstances, the provisions of the Municipal Freedom of Information and Protection of Privacy Act will prevail.

ALTERNATIVES AND SUBSTITUTIONS

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

SUBCONTRACTING/ASSIGNEE

The contractor agrees to preserve and protect the right of the Township of North Dundas under this Contract with respect to any work to be performed under subcontract.

The contractor shall:

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

The Township of North Dundas may, for reasonable cause, object to the use of a proposed subcontractor and require the contractor to employ one of the other proposed subcontractors.

Nothing contained in the contract documents shall create any contractual relationship between any Subcontractor and the Township of North Dundas.

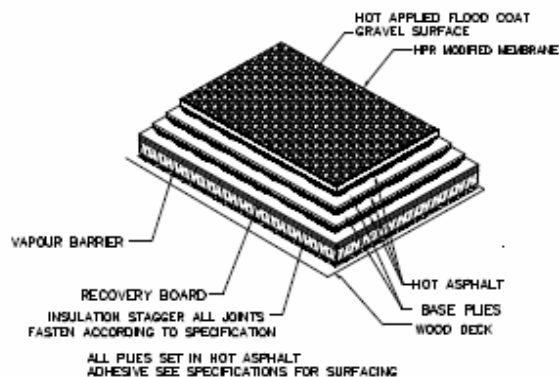
LIST OF SUB-CONTRACTORS (To be submitted with bid sheets)

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

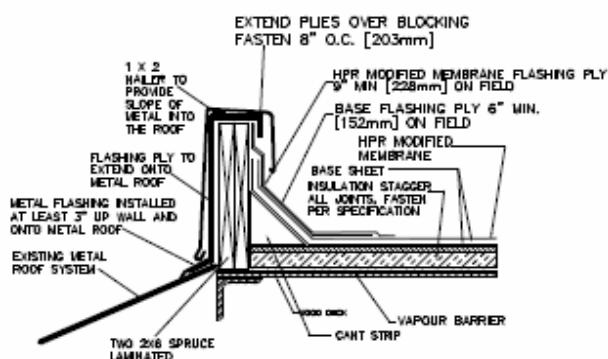
SUB-CONTRACTED WORK	NAME OF SUB CONTRACTOR

APPENDIX 1

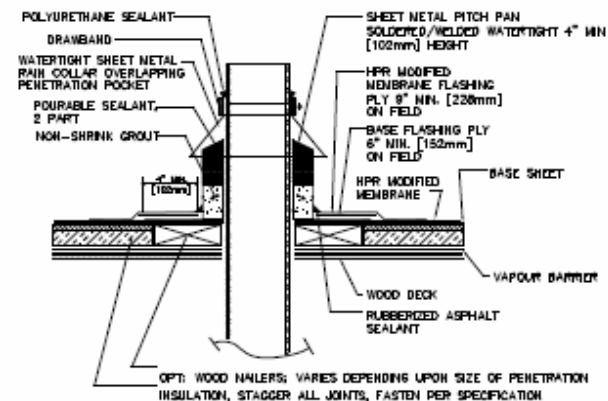
TYPICAL SECTION
GRAVEL FINISH



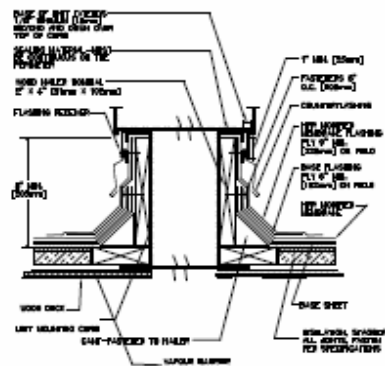
PARAPET FLASHING/COPING



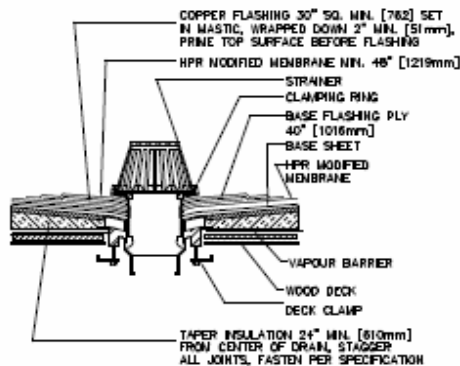
PITCH POCKET W/ UMBRELLA



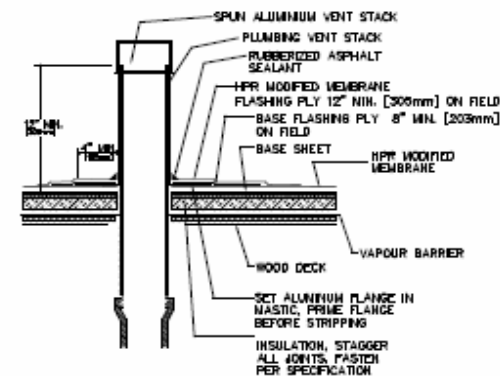
CURB DETAIL AIR HANDLING STATION



DRAIN ASSEMBLY



PLUMBING STACK



GARLAND CANADA INC.

TOWNSHIP OF NORTH DUNDAS
478 MAIN STREET EAST
WINCHESTER, ONTARIO

DATE: APRIL 23, 2018

DETAIL PAGE