

**TENDER**

**TO**

**REFINISH THE FLOORING IN THE  
MOREWOOD COMMUNITY HALL, 17 RUSSELL ST.  
AND THE  
JOEL STEELE COMMUNITY CENTRE, 577 MAIN ST.,  
WINCHESTER**

***TENDER CLOSING DATE***

***10:30 am***

***Tuesday, October 18<sup>th</sup>, 2016***

**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](http://www.northdundas.com)

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### **REQUEST FOR TENDER**

**To refinish the flooring in the  
Morewood Community Hall, 17 Russell St., in Morewood  
And the  
Joel Steele Community Centre, 577 Main St., Winchester**

The Township of North Dundas would like to refinish the concrete flooring in the two community centres, with a 100% solid epoxy or polyaspartic coating, vinyl flakes and clear top coat. The installation will ensure a dense, hard abrasion resistant surface, that will resist heavy traffic and a wide range of chemicals.

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: Tuesday, October 18<sup>th</sup>, 2016, 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.

## **Areas Identified:**

### **Joel Steele Community Centre:**

1. Main hall floor on upper level, approximately 4,300 sq. ft.
2. 4 shower stalls in change rooms on lower level, approximately 55 sq. ft.

### **Morewood Community Hall:**

1. Main hall floor, approximately 2,700 sq. ft.
2. Entryway lobby floor from main entrance to behind bar, approximately 500 sq. ft.
3. 3 washroom floors, approximately 250 sq. ft. (total)

## **Scope of Work:**

1. Conduct proper tests prior to treatment in order to ensure proper materials, application, adhesion and performance of floor coating system (for moisture content and transmission).
2. Clean and prepare the area using the shot blast method when using epoxy or using a commercial diamond grinder when using polyaspartic. As recommended by manufacturer's specifications.
3. Repair cracks and/or holes using a solids based epoxy patching mortar.
4. Apply a solids epoxy based coating or polyaspartic primer.
5. \*\*Apply an epoxy colour broadcast coat.
6. \*\*Spread vinyl colour flakes on top of colour broadcast coat.
7. \*\*Apply 2 clear top coats.

\*\*Sand/abrade floor surface between coats as required, in order to ensure a uniform dullness is achieved before applying additional coats.

## **Provisional:**

1. Apply a waterproofing membrane should the surface moisture level exceed 6%.
2. Apply a skim coat of a solids based epoxy based patching mortar, as/where required.

# **BID FORM**

**TENDER  
TO**

**REFINISH THE FLOORING IN THE  
MOREWOOD COMMUNITY HALL, 17 RUSSELL ST.  
AND THE  
JOEL STEELE COMMUNITY CENTRE, 577 MAIN ST.,  
WINCHESTER**

**TENDER CLOSING:**

Tuesday, October 18<sup>th</sup>, 2016 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.	Respondent's Main Contact Individual	
2.	Address	
3.	Office Phone #	
4.	Toll Free #	
5.	Cellular #	
6.	Pager #	
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	<i>Joel Steele Community Centre:</i> Main hall floor on upper level 4 shower stalls in change rooms on lower level	\$
2	<i>Morewood Community Hall:</i> Main hall floor Entryway lobby floor from main entrance to behind bar 3 washroom floors	\$
3	<b>PROVISIONAL:</b> Apply a waterproofing membrane should the surface moisture level exceed 6%  <i>Location: Morewood Community Hall</i> <ul style="list-style-type: none"> <li>• Main hall floor</li> <li>• Entry way lobby floor from main entrance to behind bar</li> <li>• 3 washroom floors</li> </ul>	Price per sq. ft.: \$ <hr/> Price for entire surface: \$
4	<b>PROVISIONAL:</b> Apply a skim coat of a solids based epoxy based patching mortar, as/where required.  <i>Location: Morewood Community Hall</i> <ul style="list-style-type: none"> <li>• Main hall floor</li> <li>• Entry way lobby floor from main entrance to behind bar</li> <li>• 3 washroom floors</li> </ul>	Price per sq. ft.: \$ <hr/> Price for entire surface: \$

PROPOSED 2016 PROJECT START DATE: \_\_\_\_\_

2016 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**

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

**Location: Joel Steele Community Centre, main entrance, 577 Main St., Winchester**

**Date and Time: Friday, October 7<sup>th</sup>, 2016 at 10:00 am**

***\*\* Attendees will proceed to the Morewood Community Hall after viewing the Joel Steele Community Centre***

### **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 Tuesday, October 18<sup>th</sup>, 2016**, 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 and will be returned unopened.

Bidders need not be present at the opening of their tender. Tender award is anticipated to be by October 26<sup>th</sup>, 2016.

### **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 affect adversely the interests of the Township, may be rejected.

## **LATE TENDERS**

Should a tender be submitted past the opening time and date stated in the document, the envelope will be time and date stamped and returned unopened to the bidder.

## **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.

## **SCHEDULING**

Time is of the essence and will be a consideration of award. Therefore, the tendering contractor shall indicate, in his/her tender, the date that he/she is available to commence the work in 2016 and the anticipated 2016 date for completion of the work.

## **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 with respect to the operations of the contractor. 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 Respondent.

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 Proponent 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 90 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 & WARRANTY**

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 product shall warranty against hazing, yellowing, peeling, cracking, flaking, and delamination for 5 years for commercial applications as a direct result of product failure. The liability under the warranty will be to recoat the treated area. The contractor shall guarantee the quality of the work for a period of 1 year, commencing on the date of project completion.

## **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.

## **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 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.

<b>SUB-CONTRACTED WORK</b>	<b>NAME OF SUB CONTRACTOR</b>