



Request for Tender

The Township of Howick, 44816 Harriston Road, Gorrie, Ontario, N0G 1X0 will receive **Sealed Tenders**, properly marked as to contents until:

2 pm on April 18, 2019

for roof repair and replacement on the Howick Community Centre at 45088 Harriston Rd, Township of Howick.

Tender information is available at the municipal office and online at www.https://howick.ca.

Tenders must be submitted in writing and on time to:

Address: Township of Howick
44816 Harriston Road
Gorrie, Ontario N0G 1X0

Closing Date: **2 pm Thursday April 18, 2019**

The lowest or any tender not necessarily accepted.

Kent Brown
Recreation Facilities Manager.
Township of Howick



Form of Tender and Agreement

Roof Repair and Replacement

Legal Business Name ("The Tenderer") _____

Address: _____
_____ Postal Code: _____

Telephone: _____

Fax: _____

Email: _____

Registered Business Number _____

Workplace Safety Insurance Number _____

I (we), having carefully examined the site of the proposed works, the conditions affecting the work including Specifications, Form of Tender and Agreement, Instructions to Tenderers, General Conditions, General Instructions and Addenda and hereby tender to perform the work in strict accordance with the contract documents and to furnish all materials, labour, tools and other things necessary therefore to complete within the time specified.

This Form of Tender and Agreement and accompanying quotations when signed by the Contractor shall constitute a formal and binding Contract when accepted by and signed on behalf of the Township.

Please provide written quotes for the individually numbered jobs listed in part 6 of the general conditions of tender. Harmonized sales tax must be included in the quotations.

- Job 1 : _____
- Job 2 : _____
- Job 3 : _____
- Job 4 : _____
- Job 5 : _____

Complete Project : _____

Form of Tender and Agreement

Dated at _____ this _____ day of _____, 2019.

Signature of Authorized Signing Officer

Name and Title of Signing Officer

This Section for Completion on Acceptance by Township of Howick

Signature of Township Officer

(Affix Corporate Seal)

Township Officers Name and Title

_____, 2019
Acceptance Date

NOTE: All amounts are to be shown in figures. Bid must be for all items identified on tender. Incomplete bids will not be accepted. Consideration will be given to lowest total price. Applicable taxes extra.

General Conditions of Tender

1.0 Delivery of Tender Forms

- 1.1 Submit tender on the enclosed Form of Tender and Agreement in a sealed envelope delivered and clearly marked:

Tender - Contract No. 1-2019 – Howick Community Centre Roof Repair

- 1.2 Addressed to:

**Corporation of The Township of Howick
Attention: Kent Brown
44816 Harriston Road
Gorrie, Ontario N0G 1X0**

- 1.3 To arrive at the above address **on or before 2pm on Thursday, April 18, 2019**. Tenders will be opened publicly immediately after the tender closing.

2.0 Inspection of Work to be Done and Work site

Prospective bidders shall inspect the location of the work site to ensure that they are familiar with all aspects of the work. Arrangements can be made to tour the site by contacting Recreation Facilities Manager, Kent Brown by e-mail, at recreation@howick.ca, or by telephone at (519)335-3883.

3.0 General Instructions

- 3.1 Oral telegraphed or telephone tenders or modifications shall not be considered.
- 3.2 Tenders received after the above noted time and date shall not be considered.
- 3.3 State Tenderer's legal name in all appropriate places in the Tender Form. **The Tender Form shall be signed and sealed or witnessed by the principal of the Tenderer who is duly authorized to enter into contracts under seal.** The completed Form of Tender and Agreement shall be without exclusion, alteration or erasure.
- 3.4 In selecting the contractor, the lowest or any tender will not necessarily be accepted. In the event of a tied Tender, the Tender will be awarded at the discretion of the Township of Howick.
- 3.5 The Township of Howick reserves the right to reject any or all quotations or to accept any quotation should it be deemed to be in their best interest to do so. The quotation must be legible in ink or typewritten and all items must be bid. Quotations that are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

4.0 General Information

- 4.1 Before submitting a tender, the Tenderer shall carefully examine the specifications and shall fully inform himself as to all existing conditions and limitations, including all laws, ordinances and regulations affecting the contract and the work and shall include in his tender all items implied or required to complete the work of this contract.
- 4.2 Should a Tenderer find discrepancies, ambiguities or omissions from the specifications or should he be in doubt as to their meaning, he shall at once notify the Township at the address listed in Section 1.2.

5.0 Federal and Provincial Tax

The Tender shall be submitted including Harmonized Sales Tax.

6.0 Scope of the Work

The Contractor shall supply all the materials, labour and equipment required to perform the following work divided into five separate jobs:

Job 1: Flat roof replacement above 2nd storey auditorium and ice resurfacers room.

- Remove existing 4 ply and stone built up roof assembly including prefinished metal cap flashings down to existing metal roof deck. Dispose of debris to a licensed landfill.
- Bare roof deck to be inspected with deficiencies noted and reported to the Township.
- Supply and install 6 mil poly vapour barrier to be loosely laid over existing roof deck. Side and end laps to be taped.
- Supply and install single layer 3.25" poly ISO roof insulation to match existing r- value. New poly ISO roof insulation to be mechanically fastened to metal roof deck using manufacturer approved fasteners.
- Supply and install single ply 60 mil white mechanically fastened TPO membrane assembly to manufacturers specifications.
- Supply and install new roof drain inserts complete with u-flow connector, new vent stack flashings and scupper overflow at all existing locations.
- Supply and install 26 gauge prefinished metal cap flashings associated to roof replacement.
- Provide manufacturer warranty for material and labour to a minimum of 5 years.
- Provide an Ontario Roofing Contractors Association Warranty.

Job 2: Roof protection on low roof along sloped metal roof above the arena dressing rooms.

- Supply and install patio stones in double row complete with 1" rigid insulation pad on the existing modified bitumen membrane roof to where ice, snow, and rain water run off the existing sloped metal roof. The length of work is approximately 46 m.

Job 3: Membrane flashing protection along the arena's sloped metal roof short wall.

- Supply and install 24 gauge, prefinished metal flashings to protect lower modified bituminous membrane flashings along low roof area to protect from damage caused by snow/ice and water falling from the sloped metal roof.

Job 4: Exterior conduit securement.

- Replace existing fasteners which secure conduit that services mechanical equipment to short wall along sloped metal roof with new fasteners and additional and sufficient sealant at each fastener.

Job 5: Repair to the modified bituminous membrane over the arena's front entrance.

- Inspect approximately 5 m of existing membrane flashings and provide compatible membrane materials and sealant as required.
- Inspect approximately 5 m of existing prefinished metal flashings associated to the membrane and siding. Provide sealant as required.
- Inspect location of glass blocks and provide sealant as required.

7.0 Miscellaneous Work, Protection, Etc.

The Contractor shall be responsible and repair any damages done by his employees and/or subcontractors to Township materials and/or property and shall, at the contractor's expense, replace all materials and/or property damaged to such an extent that they cannot be restored to their original condition.

8.0 Insurance

8.1 The Contractor shall provide a Certificate of Liability Insurance in a form acceptable to the Township which shall:

- 8.1.1 have a limit of liability in an amount of not less than **\$5,000,000.00** inclusive for any one occurrence;
- 8.1.2 be comprehensive Public Liability and Property Damage Insurance covering all operations and liability assumed under Contract with the Township;

8.2 The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles, having limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

9.0 Occupational Health and Safety Act

The Contractor shall work within the requirements of the Act and provide all construction and safety aids necessary for this project. **The successful Contractor shall supply the Township with a copy of the Contractor's Health and Safety Policy.**

10.0 Utilities

Overhead and underground utilities may exist around construction. The Contractor shall be entirely responsible for any damage to utilities caused by him, his subcontractors or his employees while undertaking this work.

11.0 Payment

Payment shall be authorized by the Township monthly subject to a 10% holdback. This 10% shall be held for a period of 45 days following Substantial Completion of the project as certified by the Township of Howick.

12.0 Completion Date

The Contractor shall have reached Substantial Completion on the work covered by Section 6 by September 13, 2019.

13.0 Workplace Health and Safety

Both the Township of Howick and the Contractor have obligations under the *Occupational Health and Safety Act* to ensure that work sites are safe and that accidents are prevented.

In the event of a serious or recurring problem, a Notice of Non-Compliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risks. Disregard for any requirement of the *Occupational Health and Safety Act* could be cause for the termination of the contract.

14.0 Unacceptable Tenders

Each item in the Quotation Form shall be a reasonable price for such item. Under no circumstances will an unbalanced quotation be considered. The Township of Howick will be the sole judge of such matters and should any quotation be deemed unbalanced, it will be rejected by the Township.

A discrepancy in addition or subtraction in a quotation shall be corrected by the Township and the Total Quotation Price adjusted accordingly, unless otherwise decided by the Township. Where an error has been made in transferring an amount from one part of the Quotation Bid to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Quotation Price shall be corrected accordingly.

The Township of Howick reserves the right to waive formalities at its discretion. Depending on the value of the low bid received, the Township may require Council endorsement before award of the Project.

15.0 Contract Agreement

The successful bidder will be required to enter into an agreement with the Township of Howick within ten days after being notified by the Contract Administrator of the acceptance of his Tender. This agreement stipulates that liquidated damages will be assessed to the Contractor for every day beyond the expiration of the completion date that the work is not completed and accepted by the Contract Administrator.

16.0 Failure to Execute Bid Documents

Failure to execute, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Quotation Guarantee to the Township, not as a penalty but in liquidation of damages sustained.

17.0 Withdrawal of Tenders

A Tenderer may request by letter, email or in person, that their quotation be withdrawn. The withdrawal shall be allowed if the request is made prior to the quotation closing time.

Telephone and facsimile requests will not be considered.

When withdrawals are made in person, the Official receiving the quotations shall obtain a signed withdrawal form confirming the details. If the person is other than a Senior Official of the Company, and for letter or email withdrawals, the authenticity of the request must be confirmed by telephoning a responsible Official of the Company. The withdrawal of a quotation does not disqualify a Tenderer from submitting another quotation.

18.0 Execute Agreement (Contract)

Quotations shall be open for acceptance for a period of 30 days after the closing date. After this time the quotation may only be accepted with the consent of the successful Bidder.

19.0 Inquiries during Tender (Bid Period)

The Bidder is advised that inquiries regarding the work to be done or specifications shall be directed to Kent Brown, Recreational Facilities Manager for the Township of Howick, by e-mail at recreation@howick.ca, or by phone at (519)335-3883.

20.0 Taxes

The HST shall not be included in the individual prices bid but shall be included in the Total Quotation Price as indicated in the Form of Quotation.

21.0 Conflict of Interest

The Tenderers shall disclose to the Township of Howick any potential conflict of interest prior to the award of the contract. The Township may withhold the contract until the matter is suitably resolved. Bidders will provide within 48 hours of the request, all pertinent information regarding ownership of their company

22.0 Accessibility

22.1 The Township of Howick is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with disabilities Act, 2005 as may be amended from time to time.

22.2 Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public.

- 22.3 The contractor, and all sub-contractors hired by the contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.
- 22.4 It is the contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act.
- 22.5 Upon request, the Township will provide or arrange for the provision of accessible formats and communication supports for persons with a disability in a timely manner. Please contact the Clerk's Department if you wish and accessible format or communication support.