



## **GENERAL CONDITIONS AND INSTRUCTIONS**

### **1. TENDER CALL**

The Township of Russell invites tenders for:

**Contract Number: C0781-17036 & 17037**

**Described as: Museum Cladding & Ramp**

Bids must be completed for the services listed in this tender and returned in SEALED envelope process clearly marked as to contents and on forms supplied by the Township, will be received by the undersigned until **2:00 p.m., Wednesday June 5, 2019.**

**Infrastructure Department  
717 Notre-Dame Street  
Embrun, Ontario K0A 1W1  
C0781-17036 & 17037 - Museum Cladding & Ramp**

Consideration will not be given to the bids if received later than **2:00 p.m., Wednesday June 5, 2019.** Electronic copies (i.e. fax or email) will not be accepted. Bids received after this time will be returned to the bidder unopened.

The Corporation of the Township of Russell reserves the right to accept or reject any or all bids or accept all or any part thereof.

### **2. QUERIES DURING THE TENDER PERIOD**

- a. All queries regarding this project shall be addressed to:

**Damien Letendre**  
**Email:** damien@blengineering.ca

- b. No officer, agent or employee of the Township of Russell is authorized to alter orally any of these tender documents. If it becomes necessary to revise, delete, substitute or add to any part of the tender document, a written addendum will be issued. Any addenda issued are to be returned with the tender form.
- c. The cut-off point for inquiries from potential bidders relating to clarification of tender documents will be **2:00 p.m., Thursday May 30, 2019** in order to ensure adequate time remains to issue any required addenda.

### **3. PURPOSE OF TENDER**

The Corporation of the Township of Russell, (hereafter referred to as "the Township") is requesting bids from qualified companies for this project in accordance with Contract Documents.

Tender submissions must be from companies that are qualified Bidders as set out in this Tender. The Bidder must be capable of entering into a Contract for the term identified in this Tender and for the provision of complete services required and as set out in this Tender.

**4. PRICING**

Bidders are invited to submit bid prices for the entire scope of work

Contractor must provide a cost breakdown with their bid.

**5. CONTRACT PERIOD**

Works must be substantially completed before September 30, 2019

	<b>Description</b>	<b>Timeline</b>
A	Website Ad posted	May 14, 2019
B	Deadline for bidder questions	May 30, 2019
C	Bids received / Tender closing	June 5, 2019 by 2:00pm
D	Selection of contractor and recommendation	June 18, 2019
E	Award of contract to contractor	June 21, 2019
F	Date of Substantial performance of the work	September 30. 2019
G	Total Performance of the Work	October 15, 2019

**6. PUBLICATION IN CONSTRUCTION TRADE NEWSPAPER**

The contractor shall publish a copy of the substantial completion certificate once in a construction trade newspaper. Respecting publication of certificate of substantial performance, the contractor shall, upon written request whenever made to the contractor by any person, within a reasonable time furnish in writing to the person the date of publication and the name of the construction trade newspaper in which a copy of a certificate of substantial performance has been published.

**7. LIQUIDATED DAMAGES**

Liquidated damages in the amount of any direct costs as may be established by the Owner plus \$1,000 per day for each day that the work (including all restoration) is not completed within the schedule as defined herein will be assessed against the contractor.

**8. SITE VISIT**

A job showing will not be held. Contractors must visit the site to familiarize themselves with all conditions. If contractors require access inside the museum, contact Damien Letendre at [damien@blengineering.ca](mailto:damien@blengineering.ca) for access 24 hours in advance.

**9. SCOPE OF WORK/ SPECIFICATION**

Refer to the tender drawings for scope of work, and any other related tender document.

**10. CONDITIONS OF TENDER**

- a. Tenders which are incomplete, conditional, illegible or obscure, or that contains additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal.

- b. Any conditions or additions not called for, reservations, erasures, alterations or irregularities of any kind submitted to the Township after tender award will be considered a breach of contract and will be refused.
- c. Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Owner may be rejected.
- d. Wherever in a Tender the amount proposed for an item does not agree with the extension of the estimated quantity and the proposed Unit Price, the Unit price shall govern and the amount shall be corrected accordingly.
- e. More than one Tender form from a firm, partnership, or corporation under the same name or different names, will not be considered.
- f. The Township reserves the right to waive informalities at his discretion.
- g. No Tenders will be accepted beyond the exact local closing time set out by the Township in the tender call. Any tender received after the established local closing time will be returned unopened.
- h. Tender prices are to be quoted in Canadian funds and are to be exclusive of HST, on the Tender form supplied.
- i. Unit prices will govern where mathematical errors may occur in the extension of prices. Where it appears the specialist may have made a major mistake in calculation, the Township will consider the intent of the bidder and may accept the tender for consideration and subsequent correction.
- j. No changes may be made in Tenders after been opened.
- k. Tenders must be legible and completed in ink or typewritten. Incomplete, conditional, or improperly signed bids are not acceptable. Erasures, overwriting, or strike-outs will not be reason for rejection, provided such changes remain legible and have been initialled by the authorized person signing on behalf of the bidder.
- l. Tenders may not be restrictive in any way.
- m. Tenders may be withdrawn prior to closing by a request to the Clerk's Department, but only if made in writing or in person.
- n. The Township reserves the right to negotiate minor changes or variations with the successful bidder, without a general Tender recall, provided any such changes would not be deemed to have an effect on the relative standing of the bidders or be in any way otherwise prejudicial to them.
- o. The Township reserves the right to terminate the award for sufficient cause (non-performance, late deliveries, inferior quality, pricing problems, customer service, etc.).
- p. During the lifetime of the award, the business resulting from this Tender shall not be assigned or subcontracted without prior written approval of the Township.
- q. Where required and applicable, the specialist shall supply written documentation indicating compliance with tender.

- r. All current and applicable Federal, Provincial and Municipal Regulations and procedures shall be followed as they pertain to this work.

**11. CONFLICT OF INTEREST**

The bidder shall fully disclose any conflict of interest with this bid by completing and signing the Declaration of interest form and attach with this bid.

**12. ACCEPTANCE OR REJECTION OF BIDS**

- a. The Bidder acknowledges that the Owner shall have the right to reject any, or all, proposals for any reason, or to accept any proposals which the Owner in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, tender will not necessarily be accepted and the Owner shall have the unfettered right to:
  - i. Accept a non-compliant tender;
  - ii. Accept a tender which is not the lowest tender; and
  - iii. Reject a tender that is the lowest bid even if it is the only tender received.
- b. The Owner reserves the right to consider, during the evaluation of tender all or some of the following criteria in assessing a tender, none of which shall be binding on the Owner;
  - i. information provided in the tender document itself;
  - ii. information provided in response to enquiries of credit and industry references set out in the tender;
  - iii. information received in response to enquiries made by the Owner of third parties apart from those disclosed in the tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
  - iv. the manner in which the Bidder provides services to others;
  - v. the experience and qualification of the Bidder's senior management, and project management;
  - vi. the compliance of the Bidder with the Owner's requirements and specifications;
  - vii. innovative approaches proposed by the Bidder in the tender, and,
  - viii. the Owner's policies relating to tendering and issuing contracts to third parties.
- c. The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a bid, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.
- d. The Bidder acknowledges that the Owner follows all procedures specified under By-Law Township of Russell Purchasing Policy

**13. ACKNOWLEDGEMENT**

The bidder hereby acknowledges that by the submission of this document he/she has duly read and fully understands the full context and scope of the work detailed in the specifications, drawings and conditions of the tender.

**14. COLLUSION**

By this submission, the bidder declares that the bid is not made in connection with any other business submitting a bid for the same commodity and is, in all respect, fair and without collusion or fraud.

**15. ADDENDA**

Bidders finding discrepancies or omissions in the specifications or having any doubt as to the meaning or intent shall at once notify the Township of Russell, which shall send written instructions to all bidders. Bidders may during the bidding period be advised by addenda of any additions, alterations or deletions to the specifications and document. Any addenda issued during the bidding period must be returned with the bid submission.

**16. VALIDITY**

Proposed bids will be valid for a period of ninety (90) days from the date of the bid openings.

**17. TERMINATION OF CONTRACT**

In cases of continued unsatisfactory service, bankruptcy or other, the Township may terminate the contract by providing a ten-day (10) written notice.

**18. PAYMENTS**

- a. Payments will be made monthly after completion of the work on receipt of an approved invoice.
- b. Before making any payments for the work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sums and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.
- c. The unit prices quoted in the Form of Tender shall be the total cost to the Corporation.
- d. All invoices must include a holdback of 10%. Only one final holdback release invoice shall be submitted.
- e. Statutory declarations shall be submitted with the second and all subsequent progress payments, including the holdback invoice.

**19. HEALTH AND SAFETY ACT**

Bidders must assume all of the responsibilities and obligations imposed upon the Contractor by the *Occupational Health and Safety Act*.

**20. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)**

- a. The successful bidder shall provide to the Owner, prior to Contract signing, with a valid Workplace Safety Insurance Board Certificate (WSIB) of Clearance to the satisfaction of the Owner and have its validity updated as necessary.
- b. The Contractor, shall at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the Worker's Compensation Act. The Contractor shall, at the time of entering into any Contract with the Corporation make a Statutory Declaration that all assessments or compensations payable to the Worker's Compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such Contract, require a further Certificate of Clearance that such assessment or compensations have been paid.

**21. INSURANCE**

- a. The successful bidder shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Contract is in effect, with insurer's acceptable to the Owner:
  - i. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the bidder 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; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not exclude abuse liability.
  - ii. All the necessary insurance that would be considered appropriate for a prudent Contractor of this type undertaking a project similar to this Contract, including, where appropriate and without limitation, property, construction and errors and omissions insurance.
  - iii. 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.
  - iv. Employee Dishonesty coverage in an amount of not less than \$20,000 covering all employees of the bidder and shall include a Third Party Extension for the duration of the contract.
- b. Upon Contract Award, the Consultant shall provide the Owner with a valid certificate of insurance that references this Contract, confirms the above requirements, identifies major exclusions in the policy, and adds the **Township of Russell, United Counties of Prescott and Russell and Blanchard Letendre Engineering Ltd.** as additionally insured.

- c. The Contractor shall carry insurance, pursuant to the General Conditions, which names the following as additional named insured for this project:  
**THE CORPORATION OF THE TOWNSHIP OF RUSSELL**  
717 Notre-Dame Street  
Embrun, ON  
K0A 1W1
- d. The Contractor shall indemnify and hold harmless the Corporation of the Township of Russell, their agents, officers and employees from and against all complaints, claims, demands, losses, expenses, costs, damages, actions, suits or proceedings by third parties, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work. After receiving any complaints, claims, demands, losses, expenses, costs, damages, actions, suits or proceedings by third parties, the contractor shall:
- a. Conduct a preliminary review of the complaint;
  - b. Respond to the Complainant in writing to acknowledge receipt of their complaint;
  - c. Conduct an investigation relating to the matters of the complaint;
  - d. Provide a written response to the Complainant and the Corporation as to the outcome of the investigation.

The length of time required to process a complaint depends on a variety of factors, however, the contractor will make every effort to resolve complaints within 10 business days. Failure to comply with the above-mentioned by the contractor will be recorded in the contractor's file and may be considered as part of the Corporation's professional assessment and qualification process. The Corporation will monitor developments as an observer.

## **22. PRE-QUALIFICATION PROCESS**

The Corporation of the Township of Russell has implemented a pre-qualification process for contractors who are interested in undertaking and performing construction and maintenance projects for the Township. Contractors who are successful in the Pre-qualification process shall be designated as a pre-qualified Contractor and shall be included on a list of Pre-qualified Contractors.

Contractors interested in pre-qualifying shall complete and submit the Pre-Qualification package, available via e-mail from François Landry at [francoislandry@russell.ca](mailto:francoislandry@russell.ca), before tender closing of this project. The Corporation will require a 5-day review period of the Pre-Qualification submission. Inability to comply with the submission deadline and failure to achieve a successful pre-qualified vendor status will result in possible rejection of tender bid, in the Corporation's sole discretion.

## **23. LIENS**

The parties hereto and their surety on themselves, their executors, administrators, successors and assigns, and any and all other parties in any way concerned, shall fully indemnify the Corporation and all of its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or liability under the Mechanic's Lien Act or to any attachment for debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount by it to the Contractor, his executors, administrators, successors and assigns.

**24. NOTICE TO CONTRACTOR:**

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent to the address given in his tender for the work attached hereto or his usual place of business, or to the place where the work is to be or is being carried out on, or if posted to or left at his last known address; and any papers so left, sent or addressed to, shall be considered to be, and have been legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the Contract or of any other matter, it shall not be obligatory upon the Director or designated agent to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, or the precise spot or spots where the work or material may be defective or faulty or where any of the requirements of the specifications have been observed: but a reference in such a notice to the clause or clauses bearing upon the matter, a description of the locality in general terms, and sufficiently clear, in the opinion of the Director or designated agent to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

**25. DAMAGES**

The Contractor will be responsible to repair all damages done to the premises by his employees.

**26. REMEDY OF TOWNSHIP IF DEFAULT BY CONTRACTOR:**

If the Contractor fails to maintain the services in accordance to the attached specifications and to the satisfaction of Council of the Township of Russell or the Director or his representatives or to perform any other obligation of the Contractor under this Agreement, the Director of the concerned department shall have the right, after twenty-four (24) hours written notice to the Contractor, to enter upon the described areas with the Township or other equipment at prevailing rental rates and to perform at the expense of the Contractor whatever matter or thing the Contractor has failed to perform, and the Contractor shall be liable for the expense incurred by the Township of Russell and shall reimburse the Township of Russell on demand for such expense.

**27. DEPOSIT / BID BOND**

Attached to this RFP is a bid deposit no less than 10% of the value of the bid submitted.

The deposit shall be provided in one of the following formats:

- A bid or agreement bond issued by a bonding agency currently licenses to operate in the Province of Ontario naming the Township of Russell as the obligee;
- A certified check made payable to the Township of Russell;
- An irrevocable letter of credit naming the Township of Russell as the beneficiary;
- Bank draft or money order made payable to Township of Russell;

Bid deposit shall be provided in Canadian currency.

The Township does not pay interest on any bid deposits.

All deposits must be originals, signed and sealed.No fax or photocopies will be accepted.



The Township is authorized to cash and deposit any deposits in the Township's possession that is forfeited as a result of non-compliance with any of the terms, conditions and/or specifications of a sealed bid.

**28. PERFORMANCE BOND**

If this Tender is accepted, the Tenderer agrees to furnish 50% Performance bond, and a 50% material and labour bond for the proper fulfilment of the contract as required and to execute the agreement in triplicate within fourteen (14) days after being notified so to do by the Owner. In the event of default or failure on the Tenderer's part to so, the Tenderer agrees that the Owner shall be at liberty to retain the money deposited by the Tenderer to the use of the Owner, and to accept the next lowest or any Tender, or to advertise for new tenders, or to carry out the works in any other way it may deem best and the Tenderer also agrees to pay the Owner the difference between this Tender and any greater sum which the Owner may expend on the part of the Owner, including the cost of advertisement, for officers and servants from all loss, damage, cost, charges, and expenses which it or they may suffer or put to reason of any such default or failure.

The Tenderer agrees that the awarding of this contract, based on this Tender by the Owner, shall be an acceptance of this Tender.

The 10% Certified Deposit Cheque may be retained by the Owner until the One Hundred (100) % Performance Bond is submitted to the Owner.

**29. ROAD CLOSURES**

The Contractor must notify the Township and UCPR for all road closures or lane reductions. Contractors must submit a traffic plan to the Township 10 business days in advance prior to any road closures or lane reductions.

**30. ROAD CUTS**

The Contractor is responsible to prepare and apply for the road cut permit for all United Counties of Prescott Russell roads. United Counties of Prescott & Russell (UCPR) roads are the following:

- Embrun: Notre-Dame
- Russell: Concession / South Russell, Castor and Craig street

**31. NOTICE TO TOWNSHIP OF RUSSELL**

The Contractor must notify the Project Manager 48 hours in advance for all work to be performed if it is not specifically identified on the construction schedule, and must receive approval before proceeding.

**32. DISQUALIFICATION OF A SUPPLIER/BIDDER**

The Corporation may, in its sole discretion, disqualify a Supplier/Bidder from bidding on this Solicitation or reject a Bid if a Supplier/Bidder:

- a) Has, at any time, threatened, commended or engaged in legal claims or litigation against the Corporation;
- b) Is involved in a claim or litigation initiated by the Corporation;
- c) Previously provided Goods and/or Services to the Corporation in an unsatisfactory manner;

- d) Has failed to satisfy an outstanding debt to the Corporation;
- e) Has a history of illegitimate, frivolous, unreasonable or invalid claims;
- f) Provides incomplete, unrepresentative or unsatisfactory references or;
- g) Has engaged in conduct that leads the Corporation to determine that it would not be in the Corporation's best interest to accept the Bid.

**33. MEETINGS**

The Contractor is to allow for a pre-construction meeting, and one (1) meeting every two weeks during construction.

**BID FORM FOR**

**C0781-17036 & 17037 - Museum Cladding & Ramp**

Sealed tenders, clearly marked as to contents and on forms supplied by the Township, will be received by the undersigned until **2:00 p.m., Wednesday June 5<sup>th</sup>, 2019.**

**Infrastructure Department**  
717 Notre-Dame Street  
Embrun, Ontario K0A 1W1  
C0781-17036 & 17037 - Museum Cladding & Ramp

I have read and concur with the conditions specified in the tender document and I am knowledgeable of the site conditions.

I have allowed for \_\_\_\_\_ addendum in the bid price (quantity, not value).

1.	<b>Construction</b> – Museum Cladding package	\$
2.	<b>Construction</b> – Museum Ramp package	\$
3.	Contingency	\$ 10,000.00
4.	<b>Total</b>	<b>\$</b>

**\*\*Note: HST is not to be included in the tender/Bid price**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Official: \_\_\_\_\_  
(print name)

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONDITIONS OF CONTRACT FOR**  
**C0781-17036 & 17037 - Museum Cladding & Ramp**

**1. CONTRACT DOCUMENTS**

- a. The contract document shall consist of:
  - i. Purchase Order
  - ii. General Conditions & Instructions
  - iii. Addenda to the Tender Document
  - iv. Bid Form
  - v. Conditions of Contract
  - vi. The bidders price and any subsequent negotiated changes.
  - vii. Declaration of Interest.
  - viii. Tender drawings
- b. These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.
- c. The successful Bid shall become an integral part of the Contract. It shall not, however, be considered the total binding obligation for the Contract. Any and all Bid conditions may be included at the discretion of the Township as part of the final negotiated and approved Contract.
- d. The Township reserves the right to include additional terms and conditions during the process of Contract negotiations. These terms and Conditions shall be within the scope of the original Bid Document and Contract documents and shall be limited to cost, clarification, definition and administrative and legal requirements.



Municipalité de  
**RUSSELL**  
Township

**DECLARATION OF INTEREST**

1)  I certify that I have no Conflict of Interest to declare.

2) **EMPLOYMENT STATUTS:** I am (name) \_\_\_\_\_

An employee of the Township of Russell

A council member of the Township of Russell as defined under section 2a) of By-law 65-2013.

**3) INTERESTS**

The Conflict of Interest that I have to declare is as follows:

I declare that I hold securities issued by each of the enterprises listed below or of the voting rights attached to such securities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, address and nature of business firm)

I declare that I am  an employee  and administrator  owner  a creditor of the businesses mentioned business below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, address and nature of business firm)

**Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, address and nature of business firm)

NOTE: If more than one businesses are applicable, please provide us the information on a separate sheet and attach to this document.

I certify that this declaration is true and complete, and I am aware that it must be completed and filed in conformity with the procurement of goods and services by-law 65-2013 to which I am subject. I acknowledge that the information contained in this declaration may be used by the Township of Russell to comply with the applicable by-laws.

Made on \_\_\_\_\_

\_\_\_\_\_  
Signature of bidder and/or employee and/or