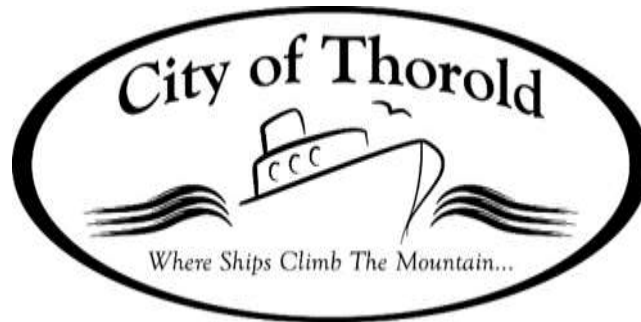


**THE CORPORATION
OF THE CITY OF THOROLD**



**COMMUNITY SERVICES:
CONTRACTOR**

TENDER FOR

**C.E. GROSE SOCCER PAVILION HOT WATER
TANK REPLACEMENT**

CONTRACT NO. 2019-60

DUE DATE: April 4, 2019 AT 2:00 p.m. LOCAL TIME

SUBMISSION LABEL

Please firmly affix the following labels to the envelopes containing your submission OR address your envelopes as indicated below.



ENVELOPE - TO INCLUDE BOTH;

- **FORM OF TENDER and any addenda if applicable**
- **STATEMENT A (if Applicable)**
- **STATEMENTS B and C**

BIDDERS ARE ENCOURAGED TO AFFIX THE FOLLOWING LABEL TO THE FRONT OF THEIR BID SUBMISSION



<p>CITY OF THOROLD 3540 Schmon Parkway Thorold, Ontario L2V 4Y6</p> <p>C.E GROSE SOCCER PAVILION HOT WATER TANK REPLACEMENT CONTRACT NO. 2019-60</p> <p>DUE DATE: April 4, 2019 @ 2:00 PM</p>
<p>SUBMITTED BY: _____</p>



Note: The City of Thorold cannot be held responsible for documents submitted in envelopes that are not labeled in accordance with the above instructions. If you have any questions regarding this document, please feel free to contact those references herein.

ANY OR ALL BID SUBMISSION NOT NECESSARILY ACCEPTED

INTRODUCTION

SCOPE OF WORK

General Requirements

This document outlines the overall scope of Contractor Services, sets out the basic requirements for the Proposal document and provides the evaluation criteria to be used as the basis for awarding the assignment. The objective is to evaluate the Proponent's experience, technical expertise, schedule and fees to provide the services for this assignment.

BACKGROUND

This tender is issued for the purpose of obtaining submissions from qualified Proponents capable of supplying all labour, materials and equipment necessary to provide a replacement Hot Water Tank

SCOPE OF SERVICES

- Remove and dispose of existing tank and obsolete components
- To Replace the tank to the same or increased capacity
- Meet or exceed all code requirements
- All final connections to ensure the tank is fully functional upon completion of replacement
- Any all venting and services changes to meet code requirements
- All building repairs to accommodate new service
- To obtain required permits and sign off.

The contractor is responsible to confirm all isolation valves are functional and / or replaced as part of this scope.

Site Review

The City will allow bidders access to the site on Monday, March 25th 2019 between 11am – noon.

48 McMann Drive
Thorold, ON

Current Tank Specifications

Unit	Description	Location
HWT	Serial# AB83-23245-299 Model # BT 100 882K BTU / HR – 95,000 RC CAP – 79.8 CAP US GAL – 100 MAN PRESS - 4 Type of Gas - Nat	48 McMann Drive, Thorold ON

SPECIAL INSTRUCTIONS TO BIDDERS

1. Named Parties

For the purposes of this contract the following parties are identified:

Owner: The Corporation of the City of Thorold

Contract Administrator: The Corporation of the City of Thorold

Contact for Enquiries: Curtis Dray,
Manager, Community Services

Email: Curtis.Dray@thorold.com

2. Tender Procedure

The following policy regarding the submission of tenders and the tender opening procedures will be applicable for this project. Bidders are requested to adhere strictly to the instructions concerning submission.

(a) All tenders must be sealed and submitted to:

Name: Donna Delvecchio

Title: City Clerk

Address: The Corporation of the City of Thorold
3540 Schmon Parkway, Thorold ON L2V 4Y6

By the following time:

Time:2:00 p.m.

Date: Thursday, April 4, 2019

(b) Tenders received later than the time specified will not be accepted, regardless of the postal seal date. Tenders must be plainly marked to reveal the contents and the Bidder's name and address.

(c) **It is recommended that tenders be submitted in one envelope supplied which contains the following;**

- Form of Tender (including addenda if applicable).
- Statement A – If Applicable
- Statements B and C

It is recommended that bidders make use of and affix the envelope template on page 2 affixed to the front.

- (e) Unofficial tender results will be posted on both the City of Thorold website at www.thorold.com and Biddingo Page at www.biddingo.com
- (f) The total tender price will be announced for each tender opened (including all taxes).
- (g) Form of Tender and/or Addendum(s) must be completed in ink or by typewriter/Electronic print. Photocopies of Tender Form will not be accepted.

3. Tender Award

The award is subject to the Owner obtaining approval from City of Thorold Council

4. Additional Insured

The following parties are identified to be included as additional insured for this project:
The Corporation of the City of Thorold

5. F.O.I. Notice Provisions

This information is being collected pursuant to the provisions of the Municipal Freedoms of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this tender. The name of the bidder and the total price will be made public. All other information contained in this document will be confidentially viewed by the council if necessary and appropriate staff.

This tender document is received in confidence save and except the name of the bidder and the total tender amount.

6. Employment Standards Act

The successful bidder will employ competent personnel and shall adhere to the Employment Standards Act and any other applicable laws, regulations or rules that may govern the operation of its business from time to time, including without limiting the generality of the foregoing, the Occupational Health and Safety Act (Ontario) and for the purpose of which, the successful bidder shall be the “constructor” as defined in the Act. In addition, the successful bidder must comply to the City of Thorold Health and Safety Policy, to be supplied by the City upon contract award.

Any personnel operating motorized vehicles while performing work under this agreement shall have a valid Ontario driver’s license (Class G) and shall be properly insured to operate such vehicle in accordance with the terms of this agreement.

7. Workplace Safety & Insurance Board

A generic and/or specific Certificate of Clearance shall be provided to the Department Director or designate and the Certificate shall be valid for ninety (90) days from the date of commencement of the project.

All bidders shall furnish the Workplace Safety & Insurance Board account number in the form of tender where indicated. Prior to release of each and every progress draw if the payment falls out of the ninety (90) day validity period, the successful bidder shall be required to provide a Certificate of Clearance from the Workplace Safety & Insurance Board to the Corporation. Such a Certificate shall indicate that the bidder has complied with the requirements of the Workplace Safety & Insurance Board and is in good standing in the records of the Board.

8. AODA Responsibilities

Pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the "Regulation"), made under the *Accessibility for Ontarians with Disabilities Act, 2005* (the "Act"), the Contractor shall ensure that all of its employees, agents, volunteers, or others for whom it is responsible, receive training about the provision of goods and services provided to people with disabilities. The Contractor shall submit a completed Appendix A, providing its representation, warranty and acknowledgement that its employees, agents, volunteers, or others will have completed the Accessible Customer Service Training. The Accessible Customer Service Training shall be provided in accordance with section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in section 6 of the Regulation.

The Contractor shall submit to the City, if requested, documentation describing its accessible customer service training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training is provided and the attendees. The City reserves the right to require the Contractor, at the Contractor's expense, to amend its training policies, practices and procedures if the City deems them not to be in compliance with the requirements of the Regulation. The Contractor shall only assign those employees who have successfully completed training, in accordance with Section 6 of the Regulation, to provide services to, or on behalf of, the City.

9. Contractors Liability

The Contractor assumes liability for, and hereby indemnifies, protects, and saves and keeps harmless the City of Thorold, its agents, employees, officers, directors, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses including reasonable legal expenses on a solicitor and client basis imposed in, incurred by or asserted against the City, its agents, employees, officers, directors, successors and assigns relating to, arising from or in connection with the following matters: Any misrepresentation or breach of any warranty of the contractor set forth in this agreement;

- i. The breach or failure to perform or observe any term, covenant or agreement contained in this agreement to be performed by the contractor;
- ii. The contravention or violation of any law, statute, rule or regulation, as a result of the contractor's performance or failure to perform its duties or obligations under this agreement or at law;
- iii. Any liability, loss, damage or injury sustained by or incurred by any customer of

the City or third party, to the extent caused by any negligent act of omission of the contractor or those persons for whom the contractor is responsible at law.

10. Adjustment of Quantities

The City of Thorold reserves the right to reduce and / or eliminate contract items to suit available funding. The award of the tender will be based on the Bidder's price derived from the Schedule of Quantities and Prices.

11. Vehicles and Equipment

The contractor shall be responsible for the licensing and maintenance function of all vehicles and equipment to a safe working order according to law and industry standards. The contractor's vehicle and equipment will be subject to inspection by the City of Thorold for compliance to manufacturer's specifications and MTO requirements.

12. Bidders Site Meeting

A site meeting is available upon request, while not mandatory, it remains the bidder's responsibility to satisfy themselves as to all requirements related to this project including but not limited to any existing conditions, the amount and character of the work. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferred prior to date of submission.

INSTRUCTIONS TO BIDDERS

1. **Withdrawal of Tenders**

A bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder.

A bidder may withdraw their tender at any time up to the official closing time by delivery of a letter bearing his signature and seal as in his tender, to the Owner. No other means of notification will be considered.

Where the Owner calls several tenders for opening on the same date and a bidder submits tenders on all or more than one of the tenders, it is permissible, after the opening of tenders on one job, for a bidder to withdraw tenders from further jobs, providing the bidder is the low bidder on the tender call just opened and the further tenders have not been opened. Tenders withdrawn under this procedure cannot be reinstated.

2. **Acceptances or Rejection of Tenders**

The City reserves the right to reject any or all bids as the interests of the City may require, without stating reasons therefore, and the lowest or any tender will not necessarily be accepted.

Bidders shall keep their tenders open for acceptance for sixty (60) days after the closing date. Withdrawal during this period may result in the forfeiture of the tender deposit.

The City reserves the right to consider unsolicited alternatives submitted by a Tender.

3. **Unbalanced Tenders and Discrepancies**

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

When in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount of the total Tender Price shall be corrected accordingly.

In the case of an error in addition, the correct sum of the amounts shown for each tendered item shall be deemed to be the total tender price regardless of the amount submitted by the bidder.

4. **Informal Tenders**

Bidders are strongly encouraged to review the Purchasing Policy. This policy can be found at www.Thorold.com

5. **Omissions and Discrepancies**

If a bidder finds discrepancies in, or omissions from, the drawings, specifications or other tender documents, or if he is in doubt as to their meaning, he should advise the Contract Administrator immediately. A written addendum will be sent to all Bidders if, in the opinion of the Contract Administrator, it is required.

6. **Quantities are estimated**

The quantities shown for the items in the Form of Tender are estimates only and are for the sole purpose of indicating to Bidders the general magnitude of the work. For any work done or materials supplied on the unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

7. Examination of Site

Bidders are required to satisfy themselves as to existing conditions of the site and make appropriate allowances in preparing the tender. The Owner assumes that the information provided is the best available at the time of tender advertising and that Bidders will use the available information as a basis for pricing in the tender. The bidder shall allow for any conditions deemed reasonable and appropriate for the performance of the work as outlined in the tender documents and incorporate such reasonable allowances in the pricing of the tender.

8. Clarification

Should a bidder find discrepancies in or omission from the tender documents, or should he/she be in doubt as to their meaning, he/she shall clarify them with the appropriate City personnel, who may send an addendum to all bidders. The said City personnel shall make no oral explanation or interpretation.

9. Liability Insurance

Bidders are required to provide liability insurance as defined below:

- a. Policy to be written on the comprehensive coverage including contractual liability and complete operations with an inclusive limit of two million dollars (\$2,000,000) bodily injury and property damage with a deductible not greater than one thousand dollars (\$10,000.00).
- b. Standard Automobile Policy on both owned and non-owned vehicles and inclusive limits of not less than two million (\$2,000,000) bodily injury and property damage with a deductible not greater than one thousand dollars (\$1,000.00).
- c. A "Cross Liability" clause or endorsement
- d. An endorsement certifying the City of Thorold as an additional names insured
- e. An endorsement to the effect that the policy or policies will not be cancelled or allowed to lapse without thirty (30) days prior written notice to the City of Thorold
- f. A certificate from the Workplace Safety & Insurance Board (WSIB) certifying that the contractor is in good standing with the board.

10. Non Performance

The City of Thorold reserves the right to cancel the contract if services are not rendered and completed by the specified contract date. For any work done or materials supplied on the unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

11. Additional Proponent Clarifications

Proponent's price is based on the applicable elevator codes, laws, by-laws, regulations (the "Regulations") in force at the time the tender closes. Any updates to the regulations that cause Proponent to incur additional costs will be invoiced separately and addition to the contract price at an agreed upon value as discussed with the City prior to invoicing.

Proponent will be liable for its proportionate share of direct damages. Notwithstanding anything to the contrary, in no event shall either party be liable to the other party for any (i) loss of profits or revenue(ii) loss of goodwill, (iii) loss of use, (iv) increase in financing costs, (v) consequential, incidental, or indirect damages, that arise out of or relate to the Agreement even if such party has been advised of the possibility of such damages, unless as a direct result of proponent neglect.

Force Majeure: Proponent shall not be liable for any loss, damage, claim or delay due to any cause beyond its control, including but limited to; strikes, lock outs, acts of war, malicious mischief, vandalism or acts of god. During a force majeure event, regular maintenance may be suspended and this shall not be considered a breach of contract by the proponent, All the remaining terms of the agreement will remain in force, the City will be invoiced based on a revised maintenance schedule.

Hazardous Material – Notwithstanding anything contained to the contrary within this bid or contract Proponents work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing (PACM) or other hazardous materials. (I,e lead, PCB's) (collectively "Hazmat"). Proponent shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any Hazmat removal or abatement or delays caused by such, required in order for the proponent to perform its work shall be the customer's sole responsibility and expense.

Obsolescence – A component may become obsolete during the term of this agreement. Obsolete components are not covered under this agreement. Proponent will provide City with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the City's expense. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it is no longer available as a stock item from the OEM. No exception to the above will be made for a component designated as obsolete because it can be custom made, repaired or acquired at any price. Proponent will not be required to furnish reconditioned or used components. The component that replaces the obsolete component is covered under this Agreement.

The contractor shall maintain the equipment described above, using experienced, competent and well trained personnel directly employed and supervised in order to keep the equipment in proper safe condition.

This service shall include the labour necessary for the making of regular examinations of the equipment to meet a minimum equipment availability level of 98.5%, including cleaning and oiling machine, motor, signal devices, interlocks and controller , greasing or oiling guides, necessary minor adjustments at the time of the regular examinations and furnish the necessary oils and greases, rope preservatives and wiping cloths. No work, parts, hydraulic fluid or supplies, except those specified herein, will be furnished under this Agreement. The interval of scheduled visits shall be quarterly, and / or meet the requirements of the TSSA.

FORM OF TENDER

**C.E. GROSE SOCCER PAVILION HOT WATER TANK
REPLACEMENT**

Contract No. 2019-60

FORM OF TENDER – PAGE 1 of 2

I/We, the undersigned Contractor(s) have carefully examined the attached documents as herein listed and forming part of this tender; and

DOCUMENTS INCLUDED IN CONTRACT

The Tender document including
Special Instructions to Bidders
Instructions to Bidders
General Conditions (as noted)
Addenda (if applicable)

I/We have carefully examined the site and location of the work to be done under this contract. We, the undersigned Contractor(s), understand and accept the said drawings and contract documents, and for the prices set forth in this Tender, hereby offer to furnish all machinery, labour, tools, apparatus and other means of construction, furnish all materials except as otherwise specified in the Contract, and to complete the work in strict accordance with the drawings and contract documents referred to above, for the total tender price submitted in Appendix 1

FORM OF TENDER – PAGE 2 of 2

I/We acknowledge that we have received Addendum/Addenda No. _____ Inclusive, and that all changes specified in the Addendum/ Addenda have been included in the prices submitted.

I/We agreed to commence work as specified to proceed continuously to the completion and to complete all the work.

I/We agree that this tender is to continue open to acceptance and irrevocable until the formal contract has been executed by the successful tenderer for the said work, and the bond or bonds as specified have been executed by the approved surety or sureties, and that the Owner may, at any time, within 45 (forty-five) calendar days of closing date, accept this tender without notice, whether any tender has been previously accepted or not.

*to be filled in by the Tenderer

OFFERED ON BEHALF
OF THE CONTRACTOR

Insert Workplace Safety and Insurance
Board Account No. _____

Signature

Signature

Company Name

Contractor's Seal
(If Corporation)

Address

Witness

Date

Witness

ADDENDA

**COMMENCEMENT
AND
COMPLETION**

**TENDER IS
OPEN TO
ACCEPTANCE &
IRREVOCABLE**

STATEMENT “A” – SUBMIT IF APPLICABLE

LIST OF SUB-CONTRACTORS

If applicable, the bidder shall list hereunder the names of all sub-contractors that they intend use in the execution of this work subject to the approval of the Contract Administrator.

All work not performed directly by the Contractor's forces shall be included in this list. Unless this list is properly completed, the Tender may be disqualified. All changes to this list must be approved by the Contract Administrator.

List of subcontractors shall include the supplier of services

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR

STATEMENT "B" - SUBMIT

BIDDERS'S EXPERIENCE IN SIMILAR WORK

The bidder shall list hereunder examples of previous work of similar size and scope. Do not utilize City of Thorold's projects or staff in this listing.

YEAR COMPLETED	DESCRIPTION OF WORK	FOR WHOM WORK PERFORMED	VALUE

STATEMENT "C" - SUBMIT

REFERENCES

The bidder shall list hereunder the names and contact information of references from projects of similar size and scope, performed by the Contractor and Sub-contractors, whom the City of Thorold may contact for further information. Do not utilize City of Thorold projects or staff in this listing.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature and Value of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature and Value of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature and Value of Assignment:	

SAMPLE - AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 2019 by and between **THE CORPORATION OF THE CITY OF THORLD**, herein after called the **"CITY"**

---and---

_____ herein after called the **"CONTRACTOR"**

WITNESSETH: That the City and the Contractor undertake and agree as follows:

- a) Provide labour, materials, training and transportation as necessary as described in the Tender Documents titled **"HOT WATER TANK REPLACEMENT"** and;
- b) Do and fulfill everything indicated by the Agreement.

The City and the Contractor have the right to terminate the Contract, for any reason, on a minimum of thirty (30) days' notice in writing to the other party.

The date of commencement of the Contract shall be _____.

All communication, in writing, between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the City for whom they are intended or if sent by post addressed as follows:

The Corporation of the City of Thorold
3540 Schmon Parkway
Thorold ON L2V 4Y6

The Contractor at:

IN WITNESSETH WHEREOF the parties hereto have executed this Agreement, this day and the year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

Terry Ugolini, Mayor

Donna Delvecchio, City Clerk

Witness

Contractor

SAMPLE - CERTIFICATE OF INSURANCE

(REQUIRED BY SUCCESSFUL BIDDER UPON AWARD OF CONTRACT)

TO: CORPORATION OF THE CITY OF THOROLD
ADDRESS: CITY OF THOROLD, 3540 Schmon Parkway, Thorold, Ontario L2V 4Y6

EVIDENCE OF INSURANCE COVERAGE WILL BE ACCEPTED ON THIS FORM ONLY.

This is to certify that policies of insurance, subject to their terms, conditions and exclusions, are at present in force for the insured named below with the Insurer specified for a limited of not less than \$ _____ for any other accident or occurrence.

NAME OF INSURED: _____
 ADDRESS OF INSURED: _____

COMPREHENSIVE GENERAL LIABILITY	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	UNITS OF LIABILITY
INSURER				\$ _____ INCLUSIVE LIMIT BODILY INJURY & PROPERTY DAMAGE \$ _____ INCLUSIVE LIMIT BODILY INJURY & PROPERTY DAMAGE
The following have been added as an additional insured to the Comprehensive General Liability policy, but only as respect to the liability arising out of the operations of the named insured.				<u>INCL</u> <u>EXCL</u>
- THE CORPORATION OF THE CITY OF THOROLD				COMPLETED OPERATIONS <input type="checkbox"/> <input type="checkbox"/> PRODUCTS LIABILITY <input type="checkbox"/> <input type="checkbox"/>
- _____				CONTRACTOR PROTECTIVE <input type="checkbox"/> <input type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> <input type="checkbox"/>
- _____				SHORING & UNDERPINNING <input type="checkbox"/> <input type="checkbox"/>
- _____				USE OF EXPLOSIVES <input type="checkbox"/> <input type="checkbox"/>

AUTOMOBILE	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY
INSURER				\$ _____ INCLUSIVE LIMIT BODILY INJURY & PROPERTY DAMAGE

OTHER INSURANCE	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY
INSURER				

The above policy(ies) shall not be terminated, cancelled or materially altered unless thirty (30) days prior written notice of such is given in writing by the Insurer(s) to The Corporation of the CITY OF THOROLD.

DATED: _____ 20 ____ .
 AUTHORIZED REPRESENTATIVE _____
 BROKER _____ ADDRESS _____

APPENDIX 1 – COST MATRIX

C.E. GROSE SOCCER PAVILION HOT WATER TANK REPLACEMENT

Contract No. 2019-60

All cost to be included below, removal, disposal, replacement and commission of the new system.

Fees	Rate
Labour	\$
Material	\$
Permits / Approvals	\$
Total	\$