

Port Glasgow Trailer Park Seasonal Office and Shower Facility



Request for Tender

ELECTRONIC BID SUBMISSIONS ONLY

Bid Submissions shall be received no later than:

**March 16, 2026
2:00 p.m. (local time)**

Issued: February 20, 2026

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BID FORMSAttached

DRAWINGS AND SHEET SPECIFICATIONS (Consultants).....(41 Sheets)

- ARCHITECTURAL (G architects)
- STRUCTURAL (VanBoxmeer & Stranges Engineering Ltd.)
- MECHANICAL/PLUMBING/ELECTRICAL (Jilani and Asuncion Consulting Engineers)

BOOK SPECIFICATIONS (G architects).....(61 Pages)

DATA SHEET FOR BIDDERS

Project Name and Description	Port Glasgow Trailer Park Seasonal Office and Shower Facility
Bid Submission Type	Electronic Bid Submission only (emailed to G architects)
Closing Date and Time	March 16, 2026 @ 2:00:00 pm (local time)
Pre-Tender Meeting	March 05, 2026 @ 10:00 am Bidders must register in advance.
Deadline for Questions	March 09, 2026 @ 2:00 pm (Addendum on March 10, 2026)
Bid Bond / Deposit	10% of contract price, excluding HST
Bonding – Performance	100% of contract price, excluding HST
Bonding – Labour & Material	50% of contract price, excluding HST
Open for Acceptance	Thirty (30) Calendar days
Tentative Commencement Date	April 01, 2026
Substantial Performance Date	June 26, 2026
Working Days	N/A
Maintenance Term	Twelve (12) months from the date of substantial completion
Liquidated Damages	Not applicable
Project Bonus	Not applicable
Contract Administrator	G architects

DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

Wherever a term set out below appears in the text of this Request for Tender (*RFT*) capitalized and in italics, the term shall have the meaning set out for it in this Section. Wherever a term below appears in the text of this *RFT* in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- (a) **Alternative** means a choice of things, each being fully compliant.
- (b) **Bidder(s)** means all persons, partnerships or corporations who respond to this *RFT*, and includes their heirs, successors, and permitted assigns.
- (c) **Bidding System** means direct tender submission via e-mail to CAO.
- (d) **Municipality** means The Corporation of the Municipality of West Elgin and includes its successors and assigns.
- (e) **Contract** means the agreement to be entered into between the *Contractor* and the Municipality with respect to the supply of the *Equipment* and *Services*. It shall be based upon this *RFT*, with any agreed upon amendments, and shall also include any plans and specifications and will be held to cover the supply of any and all work, labour, implements and materials that could be reasonably required to properly and satisfactorily supply the *Equipment* or *Services*.
- (f) **Contract Administrator** means L360 ARCHITECTURE, contracted by the Municipality to provide Consulting Engineering Services for this project.
- (g) **Contractor** means the *Bidder(s)* whose *Tender(s)* is/are accepted and who has/have agreed to supply the *Equipment* and *Services* as described in the *Contract*. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, sub-Contractors and suppliers.
- (h) **Equipment** means all goods, materials, articles, equipment, software, intellectual property (or any part of them) and vehicles as described in the Specifications and acquired through the inclusion of such equipment in a schedule to the *Contract* from time to time throughout the term of the *Contract*.
- (i) **Improper** means a *Tender* that is not in conformity in some manner with the requirements of this *RFT* but will be reviewed by the Municipality to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the Municipality.
- (j) **Tender(s)** means the *Bidder's* electronic submission in response to this *RFT*, including the specifications, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the *Equipment* or *Services* or to the quantities as shown of acceptable materials to be furnished under the *Contract*.
- (k) **RFT** means this Request for Tender document, including all schedules, parts and attachments, as

issued by the Municipality, including any addenda or amendments made to it after initial issue.

- (l) **Services** means the services as required and described in Part Four and Five of this *RFT*.
- (m) **Total Acquisition Cost** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.
- (n) **Working Day** means is defined as any day:
 - i. except Saturdays, Sundays and Statutory Holidays.
 - ii. Except a day on which the Contractor is prevented by inclement weather, or conditions resulting immediately therefrom, adverse to controlling operation or operations, as determined by the Municipality of West Elgin from proceeding with at least 60% of the normal labour and equipment force engaged on such operation or operations for at least five (5) hours towards completion of such operation or operations. A controlling operation or operations is to be construed to include any feature of work considered at the time by the Municipality of West Elgin and the Contractor which if delayed will delay the time of completion of the Contract.

INTERPRETATIONS

The following rules of interpretation apply:

- (a) The term 'best value' means the most cost efficient and effective manner of supplying the *Equipment* or *Services* in the sole and unfettered opinion of the Municipality.
 - (b) Each reference to Provincial legislation in this *RFT*, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
 - (c) The words "shall", "will", and "must" used in this *RFT* denote imperative and mean "a requirement having a significant degree of importance to the objective of this *RFT*".
 - (d) The words "should" or "may" used in this *RFT* denotes permissive.
 - (e) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".
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PART ONE – INFORMATION FOR BIDDERS

1.1 CONTRACT / INTENT

The intent of the Contract is to secure one Contractor for all equipment and/or Services to complete the Municipal Office Renovations as described in this RFT document.

The intent of this RFT is to secure the equipment or services outlined herein in accordance with the terms, conditions, specifications, appendices and attachments of this RFT. The Municipality may or may not enter into a Contract as a result of the issuance of this RFT. The Municipality may accept any Tender in whole or in part, whether the price or prices be the lowest or not, and may reject any and all Tenders.

1.2 BID SUBMISSION

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by email to clerk@westelgin.net. Hardcopy submissions not permitted.

Late submissions will not be accepted.

The onus unequivocally remains with the Tenderer to ensure that the tender is submitted electronically prior to the deadline and in accordance with the submission instructions.

Submission of a *Tender* will constitute acceptance of all provisions contained in this *RFT* on the part of all *Bidders*.

When submitting a *Tender*, *Bidders* must ensure that all areas of this *RFT* that require information are completed and submitted in accordance with the instructions. Failure to do so may result in the incomplete *Tender* being rejected.

Tenders which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared *Improper* and may be rejected.

1.3 None of the conditions contained on the *Bidder's* standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Municipality.

INQUIRY / QUESTIONS

All inquiries regarding this *RFT* shall be directed to G architects.

All questions shall be submitted in writing prior to the question deadline noted on page 1.

Any inquiries will be responded to in writing. Any clarification shall not alter the *Tender*. Verbal arrangements or discussions are not binding and cannot be relied upon.

If during the period prior to submission of *Tenders*, the Municipality determines, in its sole and unfettered discretion, that part of the *Tender* requires formal amendment or clarification, written addenda to this *Tender* will be produced and distributed to all known *Bidders*.

Bidders attempting to contact Municipal staff or elected officials other than the contact indicated in this *RFT*, for whatever reason during the *Tender* or evaluation process, are advised that such action may result in their disqualification from the process. If consultation is deemed to be necessary by the Municipality, a pre-tender meeting of all *Bidders* and Municipal staff will be arranged at a location of the Municipality's choosing. The Municipality reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.

No officer, agent or employee of the Municipality is authorized to verbally alter any portion of this *RFT*. During the period prior to submission of *Tenders*, any clarification will be issued in the form of written addenda.

1.4 PRE-BID SITE VISIT

One (1) pre-bid site visit will be provided in order to ascertain the work requirements at the Port Glasgow Trailer Park – 8650 Furnival Rd., Rodney ON.

Additional informal site visits will be allowed with forty-eight (48) hours advanced notice.

ALL BIDDERS MUST REGISTER FOR THE SITE VISIT.

To register, please email david@garchitects.ca.

SITE VISIT IS NOT MANDATORY BUT IS STRONGLY RECOMMENDED.

1.5 ADDENDA

The Municipality, may at its discretion, amend or supplement the tender documents by addendum at any time prior to the closing date. Changes to the tender documents shall be made by Addendum only. Such changes made by addendum shall be supplementary to and form an integral part of the tender documents and should be allowed for in arriving at the total price.

Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at <https://www.westelgin.net/en/municipal-office/bids-and-tenders.aspx> prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

If a Bidder submits their bid prior to the Bid closing time and date and an addenda have been issued, the tender will be rejected.

The Bidder is solely responsible to:

- make any required adjustments to their Bid; and
- acknowledge the addenda; and
- Ensure the re-submitted Bid is RECEIVED no later than the stated bid closing time and date.

1.6 ACCEPTANCE OF TERMS

Each *Bidder*, by submitting a *Tender*, represents that the *Bidder* has read, completely understands, and accepts the terms, conditions, and specifications of the *RFT* in full.

1.7 NON-EXCLUSIVE

Bidders should note that any *Contract(s)* awarded as a result of this *RFT* will be non-exclusive. The Municipality may, at its sole and unfettered discretion, purchase the same or similar *Equipment* or *Services* from other sources, including but not limited to other *Bidders*, during the term of the *Contract(s)*.

1.8 EVALUATION

Evaluation will be based on, but not limited to, the following:

- a) compliance with tender requirements
- b) lowest total bid price
- c) experience of Firm/Staff Availability/Client References/Track Record (proof of ability)

1.9 BID BOND (DEPOSIT) AND AGREEMENT TO BOND

Bidders shall submit a **DIGITAL** Bid Bond and a **DIGITAL** Agreement to Bond with their Tender.

Bid Bond

Each Tender must be accompanied by a **10%** Bid Bond.

Agreement to Bond

Each Tender must be accompanied by an Agreement to Bond completed and executed by the Bidder's Surety. The Agreement to Bond shall provide for a Performance Bond for 100% of the Contract Total and a Labour and Material Payment Bond for 50% of the Contract Total.

Electronically Verifiable/Enforceable (e-bond) Format

All Bonds shall be from a Surety Company authorized by law to carry on business in the Province of Ontario, in favour of the Corporation of the Municipality of West Elgin. Bonds must be irrevocable and open for bid acceptance for at least sixty (60) days from the date of bid closing.

Each submission must be accompanied by a digital Bid Bond and a digital Agreement to Bond. The Municipality will only accept submissions that include both the Bid Bond and Agreement to Bond in **an electronically verifiable/enforceable (e-Bond) format**.

For more information regarding e-Bonds bidders are encouraged to contact their surety company or visit the Surety Association of Canada at the following link:

<https://www.surety-canada.com/en/ebonding/index.html>

All instruction details for accessing authentication should be included with the Bond. **Note: A scanned pdf copy of a Bid Bond or an Agreement to Bond are not acceptable.**

Where a surety provides the Bid Bond and Agreement to Bond in a single zipped file download, bidders shall send this file to the CAO, in the bid submission file labelled "Bid Bond and Agreement to Bond". Bidders are cautioned not to alter the file in any way prior to sending as this

could affect the electronically verifiable/enforceable format.

Where a surety provides the Bid Bond and Agreement to Bond separately, bidders shall create a single zip file (see Bidding System instructions on how to create a zip file) containing both the Bid Bond and Agreement to Bond and upload the zipped file to the file labelled "Bid Bond and Agreement to Bond".

Do not merge electronic bond files manually.

Any costs associated with e-Bonds are the responsibility and cost of the bidder. No interest will be paid on any bid deposit.

1.10 PROOF OF ABILITY

The Bidder shall be qualified and competent to perform the work called for in the Tender. If the Bidder has not completed similar work for the Municipality or not filed "Proof of Ability" within two years preceding this Tender, on similar work, they should complete a provide "Proof of Ability" for this Tender.

Such "Proof of Ability" shall include a list of similar work projects the Bidder has successfully completed, for whom and the value thereof.

The Municipality reserves the right to investigate and evaluate the experience, capability, registration and financial position of any *Bidder* prior to an award of a *Contract*. The Municipality reserves the right to reject any *Bidder or Tender* in its sole discretion, based on the information obtained.

1.11 SUBCONTRACTOR(S)

The Bidder shall provide as part of their electronic bid submission, the name and address of each proposed subcontractor used in making up the Tender and shall state the portion of the work allotted to each. Only one subcontractor shall be named for each part of the work to be sublet.

If no subcontractors are being used, please click the box confirming that your "own forces" will be used for this project.

The Contractor shall not be allowed to substitute other subcontractors in place of those named in the Tender without written approval from the Municipality.

PART TWO – GENERAL TERMS & CONDITIONS

2.1 GENERAL

This Tender, including these Terms and Conditions, forms the entire contract between the parties, and no variations thereof, irrespective of the wording of the Bidder's acceptance will be effective unless specifically agreed to in writing.

2.2 CONTRACTOR'S INSOLVENCY

If the Contractor commits any act of bankruptcy, or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice, terminate the Contract.

If the Contractor fails to comply with any request, instruction or order of the Municipality; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities related to the equipment, material and/or services; or fails to prosecute the equipment, material and/or services with skill and diligence; or purports to assign or sublet the contract or a portion of it without the Municipality's written consent; or refuses to correct defective equipment, material and/or services; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract; then, in any such case, the Municipality may, upon expiration of ten days from the date of written notice to the Contractor, terminate the contract.

Any termination of the Contract by the Municipality, as mentioned above, shall be without prejudice to any other rights or remedies the Municipality may have.

2.3 DEFAULT / NON-PERFORMANCE

The Municipality will reserve the right to determine "non-performance" or "poor quality" of service and further reserves the right to cancel any or all of this contract at any time should the Contractor's performance not meet the terms and conditions of the Tender upon 30 days written notification to the Contractor.

"Non-performance" shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the response time. In the event of such cancellation, the Municipality retains the right to claim damages as a result of such default.

Upon any default of the Contractor, the Municipality at its election may reduce or cancel any purchase order in the event that any delivery or deliveries affected are not made at the time specified in this Tender without penalty or prejudice.

If the Municipality terminates the Contract, it is entitled to:

- i. withhold any further payment to the Contractor until the completion of the material or services and the expiry of all obligations under the contract; and
- ii. recover from the Contractor any loss, damage and expense incurred by the Municipality by reason of the supplier's default (which may be deducted from any monies due or becoming due to the Contractor).

2.4 PROTECTION OF EXISTING STRUCTURES

The Contractor shall be informed of, and protect all existing services, structures, driveways and vehicles, to the satisfaction of the Municipality. Any damage shall be repaired and/or replaced by the Contractor, at its own expense, to the satisfaction of the Municipality.

2.5 RESTORATION

The Contractor shall repair all damages caused to adjacent property, public or private, such as sidewalks, roadways, grassed areas, trees and shrubs and any structures at his own expense

before acceptance of the work by the Municipality.

2.6 UNLOADING

Unloading shall be executed by the Contractor using approved lifting techniques.

2.7 UTILITIES

The attention of the Contractor is drawn to the presence of utility pole lines, overhead wires and underground utilities within the right-of-way. The Contractor shall cooperate with all authorities to ensure that services and utilities are protected from damage during the performance of the work. The Contractor will be responsible for determining the location of all utilities and will held liable for any damage to overhead and underground utilities caused by his operations. Arrangements will be made by the Contractor with the utility companies to relocate their plant where necessary.

The cost of any necessary relocation work shall be borne by the Municipality being directly billed from the utility company. No allowance or claims of any nature will be allowed on account of delays or inconveniences due to utility relocation.

2.8 ELECTRICAL SAFETY AUTHORITY

In accordance with the Electrical Safety Authority (ESA) regulations on the Continuous Safety Services (CSS) Program, all *Contractors* providing services at any Municipal location involving any degree of electrical connections(s) must:

- i. Enter all electrical work into a log book (for “routine” work at facilities on the CSS program); and/or
- ii. Apply for and receive a Certificate of Inspection, prior to energizing any electrical work (for “substantial” work at facilities on the CSS program, or any work performed at any Municipal location NOT on the CSS program).

2.9 ENVIRONMENTAL PROTECTION AND DISPOSAL OF DEBRIS

The Contractor shall protect the environment by controlling his operations in a manner acceptable to the governing Conservation Authority, Municipality of West Elgin, Ministry of Labour and Ministry of the Environment. The Contractor shall remove and manage all waste materials in accordance with local and provincial requirements.

The Contractor agrees to assume full responsibility to procure and obtain all permits and documentation necessary to effect the proper disposal of materials and/or waste removal from the Municipality’s premises including but not limited the regulations set forth in O.Reg 409/19, On-site and excess soil management under the Environmental Protection Act.

2.10 IRON BAR MONUMENTS

Standard iron bar survey monuments exist in the field. The Bidder shall allow in his tender, a sum sufficient to cover the resetting, by an Ontario Land Surveyor, of all survey bars displaced or damaged during construction.

2.11 NOISE ABATEMENT

The Contractor shall at all times, attempt to keep the noise level caused by his operation to a minimum. The Contractor will not be permitted to carry out any work at night or Sundays, Holidays without the consent of the Municipality. The Contractor shall comply with the current noise by-law.

2.12 FREEZING WEATHER

During freezing weather, all work shall be adequately protected with straw, tarpaulins or wet steam, or any combination of these methods, as considered necessary. The cost of all such special precautions during freezing weather shall be the Contractor's expense. No payment will be made for frost-ripping regardless of the depth.

2.13 MAINTENANCE OF ACCESS AND SIGN REQUIREMENTS

The Contractor shall provide, erect and maintain construction signs in accordance with the provisions of the Contract. Pedestrian **traffic control methods and equipment will be strictly enforced.**

2.14 COMPLAINTS AND CLAIMS FROM THE PUBLIC

The Contractor shall assign an employee to investigate all complaints from the public resulting from his work during the course of the project and to immediately rectify any situation from which the public has just cause for complaint. If the Project Engineer is not on site, the designated employee shall keep a diary listing of all complaints, the time and date that they were received, and the action taken by the Contractor to rectify the situation. Copies of complaints shall be made available at the Municipality's request.

2.15 CLEAN - UP REINSTATEMENT

The Contractor is advised that the work site must be maintained in as clean a condition as possible during the period of the Contract.

2.16 EMERGENCY AND MAINTENANCE MEASURES

Whenever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the contracting firm, shall be given to the Owner. This official shall be available at all times and have the necessary authority to mobilize workmen and machinery and to take any action as directed by the Municipality in case emergency or maintenance measures are required regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, an act of God, or any cause whatsoever.

2.17 CHARACTER OF WORKERS

All operators must be fully trained, qualified and experienced. If any operator is not performing satisfactorily or operating the equipment safely to the satisfaction of the Municipality, the Municipality reserves the right to have the equipment and the operator removed from the job site immediately upon request. At all times, the employees of the Contractor shall act in a civil, responsible, courteous and productive manner.

The Municipality reserves the right to request that any Contractor's employees be taken off the job, and not re-employed until satisfactory arrangements have been made to ensure that there is no repetition of any offending behavior.

The Contractor shall not leave any equipment on Municipal property unattended at any time, unless the Municipality gives prior approval and such equipment is properly protected to the satisfaction of the Municipality.

2.18 PROJECT SITE WORKING CONDITIONS

It is the *Bidder's* responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

Details of the site visit, if applicable, are provided in the Data Sheet for Bidders, located at the beginning of this document. Bidders not attending mandatory site meetings will be disqualified from the bidding process. *Tenders* received from disqualified *Bidders* will be returned unopened.

2.19 TEMPORARY BUILDINGS

Temporary construction buildings may be erected by the Contractor at the site of the work, but the location of all temporary buildings used for construction purposes must be submitted to the Municipality for approval prior to the commencement of the work. In the event that there is inadequate space for the Contractor's office space, storage yard, etc. the Contractor shall obtain same at his own cost and payment will be on the basis that such costs are included in a lump sum amount (if required) in the bid forms.

Adequate fire extinguishers must be provided at the site of any temporary building to be used in case of fire and all temporary buildings shall comply in all respects with the requirements of any local, national or provincial legislation pertaining thereto.

The Contractor shall pay for all permits and fees in connection with the erection, movement or placing of any temporary building used by him.

Should any of the Contractor's structures be placed on private property, two (2) copies of a Form of Release signed by each property owner affected shall be provided by the Contractor.

2.20 UNIT PRICES

Unit price shall include labour, material, overhead and profit and other relative charges, but shall be exclusive of HST. Any work done on the basis of unit prices shall be carried out generally in accordance with the specifications for similar work and shall be the Municipality's approval.

Bid prices shall be freight on board (F.O.B.) delivered. All prices quoted shall be in Canadian funds and shall be firm for the term of the contract.

Price changes caused by Government Tax Legislation will be accepted, but these changes must be submitted in writing and accepted by the Municipality prior to being invoiced. No other price changes will be accepted.

2.21 QUANTITIES

Unless otherwise specified in this RFT, quantities shown are approximate and furnished without liability on behalf of the Municipality. Quantities are supplied for the guidance of the bidders only and are not to be considered as minimum or maximum quantities.

Unless otherwise stated, payment will be by the unit complete at the Tender price on the actual quantities deemed acceptable by the Municipality.

2.22 TIME IS OF THE ESSENCE

The Municipality shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto. "Time is of the essence".

2.23 SHOP DRAWINGS

The Contractor shall furnish to the Municipality or Contract Administrator, at proper times, all shop and setting drawings or diagrams which the Contract Administrator may deem necessary in order to make clear the work intended or to show its relation to adjacent work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Contract Administrator may require consistent with the contract, and shall submit sufficient copies of the revised prints to the Contract Administrator for approval, all but one of which shall be returned to the Contractor if approved by the Contract Administrator. When submitting shop and setting drawings, the Contractor shall notify the Contract Administrator in writing of changes made therein from the Contract Administrator's drawings or specifications. The Contract Administrator's

approval of such drawings or of the revised drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Contract Administrator's drawings or specifications not covered by the Contractor's written notification to the Contract Administrator. All models and templates submitted shall conform to the spirit and intent of the contract documents.

2.24 SUB-SURFACE CONDITIONS

In the event that during the execution of the work sub-surface conditions at the location of the work are found to differ materially from those indicated in the contract documents or otherwise represented in writing by the Municipality or Contract Administrator to the Contractor then the Contractor shall promptly notify the Contract Administrator in writing of such conditions. The Contract Administrator shall promptly investigate such conditions and if he finds that they differ materially and will result in an increase or decrease in the cost of or time required for performance of this contract an equitable adjustment shall be made between the parties and the contract modified in writing accordingly. If the parties fail to agree, the dispute shall be determined by arbitration as detailed in this section.

2.25 INSPECTION OF WORK

The Municipality or the Contract Administrator on his behalf and their representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the specifications, the Contract Administrator's instructions, the laws, or the ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Contract Administrator timely notice of its readiness for inspection, and if the inspection is by an authority other than the Contract Administrator, of the date and time fixed for such inspection. Inspections by the Contract Administrator shall be promptly made. If any such work should be covered up without approval or consent of the Contract Administrator, it must, if required by the Contract Administrator, be uncovered for examination and made good at the Contractor's expense. Re-examination of quoted work may be ordered by the Engineer. If such work be found in accordance with the contract, the Municipality shall pay the cost of re-examination and replacement. If such work be found not in accordance with the contract, through the fault of the Contractor, the Contractor shall pay such cost.

2.26 EMERGENCIES

The Municipality has authority to stop the progress of the work whenever in his opinion such stoppage may be necessary to ensure its proper execution. In an emergency affecting or threatening the safety of life, or of the structure, or of adjoining property, he has authority to make such changes and to order, assess and award the cost of such work extra to the contract or otherwise as may in his opinion be necessary.

2.27 CLAIMS, NEGOTIATIONS, MEDIATION AND ARBITRATION

With regard to all matters concerning claims, negotiations, mediation, and arbitration, the Ontario Provincial Standards (O.P.S.) Sections GC3.11 to GC3.15 shall apply.

PART THREE – STANDARD TERMS & CONDITIONS

3.1 RIGHTS OF THE MUNICIPALITY

The Municipality is not liable for any costs incurred by the Bidder in the preparation of their response to the Tender. Furthermore, the Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Municipality of any bid or by reason of any delay in the award of the contract.

The Municipality reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Tender.

The Municipality reserves the right to modify any and all requirements stated in the Request for Tender at any time prior to the possible awarding of a contract.

The Municipality reserves the right to cancel this Request for Tender at any time, without penalty or cost to the Municipality. This Request for Tender should not be considered a commitment by the Municipality to enter into any contract.

The Municipality reserves the right to enter into negotiations with the selected Bidder. If these negotiations are not successfully concluded, the Municipality reserves the right to begin negotiations with the next selected Bidder.

In the event of any disagreement between the Municipality and the Bidder regarding the interpretation of the provisions of the Request for Tender, the Director of Financial Services or an individual acting in that capacity, shall make the final determination as to interpretation.

The Municipality reserves the right to evaluate the bids based on past performance, timely project completion, appropriate manpower, equipment and facilities.

The Municipality reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the Tender, and to award Contracts to one or more Bidders; to accept or reject any Tender in whole or in part; to waive irregularities and omissions in the Municipality's sole and unfettered discretion, if in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

Should the Municipality receive only one (1) *Tender* on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the Bidder.

All Tenders shall be irrevocable for ninety (30) days following the deadline for submission to allow sufficient time for evaluation of the Tenders and for the investigation of the Bidders.

Upon acceptance of a *Tender*, (or any part of it), by the Municipality, the successful *Bidder* shall, if requested by the Municipality, execute and enter into an additional formal contract that is satisfactory to the Municipality to properly secure the *Contract* resulting from the acceptance of a *Tender* (or any part of it) and to embody indemnity and related provisions as required to protect the Municipality.

No Tender shall be accepted from any person or *Bidder* who, has a claim or has instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or has instituted a legal proceeding, without the prior approval of Municipal Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this *RFT*.

The Municipality may request to inspect the successful bidder's equipment to determine the ability to adequately service the requirements of this contract. Such inspection may result in disqualification of a Bidder if in the judgment of the Municipality the bidders product or equipment does not adequately fulfill this contract.

Failure to comply with all terms, specifications, requirements, conditions and general provision of this Tender, to the satisfaction of the Municipality, shall be just cause for cancellation of the contract award. The Municipality shall then have the right to award the contract to any other Bidders or to reissue the Tender. The Municipality shall assess against the Bidder any damages whatsoever as a result of failure to perform. In addition, the Municipality may, at its discretion, stop the performance of this contract until such time as the successful Bidder complies with all the provisions of this contract.

3.2 GENERAL NOTES TO BIDDERS

The Bidder is not to act on verbal instruction from the Municipality on work they consider to be extra to their contract scope. Extra work can only be authorized by the Municipality and in a written format only. The written form must also include that this work is an extra to the contract scope and the method by which extra costs will be tabulated.

The Contractor shall provide a competent representative to be constantly on site during all working hours and ongoing throughout the execution of the Works. The Contractor's representative shall, at all times, be in full control and be responsible for all activities and all phases of Work including those portions of the Works performed by sub contractors. The competent representative is required to supervise work and workers and ensure compliance of regulatory and tender requirements.

Bidders must meet the Municipality's requirements for experience. The Municipality will disqualify any Bidder who cannot provide the following, when requested by the Municipality.

- i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
- ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
- iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the *Contract*.

The Municipality reserves the right to investigate and evaluate the experience, capability, registration and financial position of any bidder prior to an award of a contract. The Municipality reserves the right to reject any bidder or Tender based on the information obtained.

3.3 ASSIGNMENT

The *Contractor* shall not assign the *Contract* (or any portion of it) without the prior written consent of the Municipality.

It is understood and agreed that the *Bidder* will be an independent Contractor and that all services will be performed by the employees or agents of the *Contractor*. Sub-contracting agreements made by the *Contractor* will not release the *Contractor* from any obligation to the Municipality with respect to the performance of the *Contract*. Joint or consortium *Tenders* must have one prime *Contractor* who will be responsible for overall project success, provide one point of contact and a single billing point. The Municipality shall not be responsible for payment to the *Contractor's* partners, sub contractors or suppliers in the event the prime *Contractor* defaults on its responsibilities. The prime *Contractor* must communicate such to its partners, sub-Contractors and suppliers. The prime *Contractor* must also provide the Municipality with a written statement outlining function components that the sub-Contractor(s) will be offering. The Municipality must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-Contractors.

3.4 REQUIREMENTS AT TIME OF CONTRACT EXECUTION

Subject to an award of the Contract by the Municipality, the successful Bidder is required to submit the following documentation in a form satisfactory to the Municipality;

- i. Workplace Safety and Insurance Board Clearance Certificate.
- ii. Insurance Certificates, as described in this document, showing proof of the requested policies and amounts as noted in section 3.5.
- iii. Verification of receipt of a copy of the Municipality of West Elgin Health and Safety Policy
- iv. A copy of the Contractor's Health and Safety Policy
- v. Performance Bond in the amount of 100% of the contract price (excluding HST)
- vi. Labour and Material Payment Bond in the amount of 50% of the contract price (excluding HST)

When the Agreement is executed by the Municipality and by the Contractor, an executed copy thereof together with the other Contract Documents is delivered to the Contractor. The Municipality shall not be responsible for any liabilities, costs or expenses, loss or damage incurred, sustained or suffered by any Bidder prior or subsequent to or by reason of the acceptance or the non-acceptance by the Municipality or by reasons of delay in the acceptance of a Tender save as provided in the Contract. Tenders are subject to a Formal Contract being prepared and executed. The Municipality reserves the right to reject any or all Tenders and to waive formalities as the interest of the Municipality may require without stating reasons and therefore the lowest or any Tender will not necessarily be accepted.

3.5 INSURANCE

The successful Bidder shall at its own expense obtain and maintain until the termination of the contract and provide the Municipality with evidence of the following insurance:

- i. **General Liability Insurance** on an occurrence basis for an amount not less than Five Million (\$5,000,000) dollars and shall **include the Municipality of West Elgin, and G architects** as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- ii. **Automobile/Equipment Insurance**
The Contractor will effect at his/her own expense (including the cost of deductibles) and maintain and keep in force during the term of this agreement, such policy to include against claims for personal injury, death, property damage or loss, arising from an accident or occurrence relating to this agreement, in an amount of not less than Five Million (\$5,000,000) dollars in respect of each claim or occurrence. The insurance policy as required herein shall be in force during the term of the Contract.

The coverage shall be effective prior to the Contractor performing any services under this Contract.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Municipality reserves the right to request such higher limits of insurance or other types of policies appropriate to the work, as the Municipality may reasonably require.

The Contractor shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Municipality. The Contractor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

3.6 INDEMNIFICATION

The *Contractor* agrees that it shall continuously save, keep harmless and fully indemnify the Municipality its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, injuries (including death), costs and expenses (including legal costs), which may be brought against or made upon the Municipality resulting from or arising out of the *Contractor's* performance of or rendering of any *Services* pursuant to the *Contract*.

The *Contractor* shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the *Contract*. The Municipality shall have the right at any time to require satisfactory evidence that the *Equipment* (or any part of it) in respect of which any payment has been made or is to be made by the Municipality is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

3.7 CONTRACTOR'S LIABILITY, SAFETY AND WSIB COVERAGE

Any work performed by the Contractor upon the lands of the Municipality and its agencies or otherwise in connection with the proposed work, shall be solely at the Contractor's own risk and

the Municipality and its agencies shall not be liable to the Contractor or the Contractor's employees, agents or invitees for any damage, injury or loss sustained by them, including death, or to their property as a result of working or operating hereupon.

The Contractor shall be responsible for any damage, injury (including death) or loss sustained by the Contractor or any other person, or to its or any other person's property as a result of working or operating upon the lands of the Municipality and its agencies and providing the goods and services of this project and shall obtain public liability insurance, property damage insurance and automobile insurance all to the satisfaction of the Municipality and its agencies in every respect including without limitation, amount of coverage and deductible amounts. **Such insurance shall be in accordance with section 3.5.** The Contractor shall provide a certificate of insurance evidencing the foregoing requirements to the satisfaction of the Municipality and its agencies prior to issuance of the purchase order and commencement of work.

The Contractor must obtain and forward to the Municipality a letter of clearance from the Workplace Safety and Insurance Board stating that the Contractor is in good standing with the Board as of the current date and **every 60 days** thereafter ensuring ongoing good standing with the Workplace Safety and Insurance Board. **This is also required for all subcontractors.**

If you are unable to submit this clearance because you are claiming independent operator status, with no insurable workers, you must submit to the CAO, a written confirmation from the Workplace Safety and Insurance Board of its status as an independent operator for the contract. **Work will not be authorized to begin until this document is received by the Municipality.**

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act and upon failure to do so, the Municipality may pay such assessment or compensation to the Workplace Safety and Insurance Board, and the Contractor shall forthwith reimburse the Municipality. The Municipality may at its option deduct such expenses from any monies owed to the Contractor.

3.7.1 Safety

- i. The Contractor, his/her workers, sub-Contractors, and their workmen, must have a good knowledge of, and abide by, the provisions of all legislative enactment's, by-laws and regulations in regards to safety in the Province of Ontario.
- ii. All work shall comply with all applicable safety regulations, codes and general safe working practices of the trade.
- iii. The Contractor shall provide and maintain adequate barricades, warning signs, out of order signs, and all reasonable protection when required.
- iv. All electrical equipment which must be used by the Contractor shall be safe to use, properly grounded, CSA approved, and be of no hindrance to the building electrical system or equipment.

3.7.2 Fire Safety

- i. It is expected that the Contractor and their employees familiarize themselves with building layouts, fire exits, pull stations, fire extinguisher locations and the building fire evacuation procedures. The Contractor will observe all building fire alarms and is expected to

evacuate the building when the building fire alarm is activated.

3.7.3 Workplace Hazardous Material Information System (WHMIS)

- i. Prior to commencement of work the Contractor shall provide, to the Owner and the Contract Administrator, a list of those products controlled under WHMIS, which he/she expects to use on this Contract. Related Material Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labeled.
- ii. The Contractor shall notify the CAO of changes to the list in writing and provide the relevant Material Safety Data Sheets.

3.7.4 Spills Reporting

- i. Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Owner and the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act, Chapter E.19, R.S.O., 1990.
- ii. All spills or discharges of liquid, other than the accumulated rain water from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Owner.
- iii. This reporting will not relieve the Contractor of his/her legislated responsibilities regarding such spills or discharges.

3.8 CARE AND HANDLING

The *Contractor* will assume full responsibility for the safe handling and delivery of materials, in accordance with the Transportation of Dangerous Goods Act, the Occupational Health and Safety Act including amendments (WHMIS), and any other municipal, provincial or federal legislation applicable during the term of this *Contract*.

Prior to commencement of the work the *Contractor* shall provide a list of products controlled under WHMIS which he expects to supply on this *Contract*. The *Contractor* will provide Material Safety Data Sheets (M.S.D.S.) to the Municipality prior to *Contract* commencement.

The *Contractor(s)* shall be aware of and conform to all governing regulations, including those established by the Municipality, related to employee health and safety. The *Contractor* shall keep employees and sub-Contractors informed of such regulations. The *Contractor* will be responsible for obtaining a Workplace Safety and Health Policy and to adhere to the policy, including the dress code for on-the-job safety.

3.9 DEFECTS TO BE MADE GOOD

If, in the final inspection of the work, any broken or crushed pipes or specials or any defects are found in connections or in any equipment and appurtenances, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship, without extra compensation for labour and materials required.

3.10 FAILURE OF EXECUTION OF CONTRACT

Failure to execute the contract and to file satisfactory insurance policies and Workplace Safety and Insurance Board documentation as required herein within the specified time period shall be just cause for the cancellation of the contract award.

3.11 MUNICIPALITY NOT EMPLOYER

The Bidder agrees that the Municipality is not to be understood as the employer to any successful supplier nor to such supplier's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this bid document. Also, in accordance with the Occupational Health and Safety Act, the successful Contractor herewith agrees to be the "constructor" as defined under this act.

3.12 PATENTS AND COPYRIGHTS

The *Contractor* shall, at its sole expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the *Equipment* (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the Municipality all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Municipality in this regard.

The *Contractor* shall pay all royalties and patent license fees required for the *Equipment*.

If the *Equipment* (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the *Contractor* shall either secure for the

Municipality the right to continue using the *Equipment* or shall, at the *Contractor's* sole expense, replace the infringing *Equipment* with non-infringing *Equipment* or modify it so that the *Equipment* no longer infringes.

3.13 CONFLICT OF INTEREST

Each Tender shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g. employed by the Municipality of West Elgin) and, if so, the nature of that conflict. The Municipality reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the bidder. The Municipality's determination regarding any questions of conflict of interest shall be final.

3.14 STANDARDS AND LEGISLATION: FAILURE TO COMPLY

The Contractor shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining the Contract and its performance. The Contractor shall be responsible for ensuring similar compliance by its suppliers and Sub-Contractors. The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario. The successful bidder may be required to provide written documentation that all material proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Failure by the successful bidder to comply with these laws, legislation, regulations and provisions shall be just cause for the Municipality at its discretion to stop performance of this contract, until such times as the successful bidder complies with these laws, etc. Also the Municipality may at its discretion award the contract to any other Bidder or may re-issue the Tender. The Municipality may assess against the successful bidder any damages whatsoever as a result of failure to comply.

3.15 COMPLIANCE WITH LAWS AND ACTS

The Contractor shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and by-laws, relevant to this Tender including but not limited to:

- i. The Construction Lien Act, R.S.O. 1990, c.C.30, as amended
- ii. The Environmental Protection Act., R.S.O. 1990, c. E.19, as amended
- iii. The Occupational Health and Safety Act., R.S.O. 1990, c.O.1, as amended
- iv. Workplace Safety and Insurance Act, effective January 1, 1998, as amended
- v. The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1999, c.M.56, as amended
- vi. Municipal Conflict of Interest Act, R.S.O. 1990, as amended
- vii. Fairness is a Two-Way Street Act (Construction Labour Mobility), 1999, R.S.O. 1999, c.4
- viii. Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005,c.11, as amended

The Contractor shall be responsible for ensuring similar compliance by its suppliers and sub-Contractors.

3.16 PERMITS AND FEES

The Contractor shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Corporation and any other governing body.

3.17 FREEDOM OF INFORMATION

All information obtained relative to this Request for Tender is the property of the Municipality and shall be treated as confidential and not used for any purpose other than for replying to this Tender. All information is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and records retention policy of the Municipality.

Submissions of Bids as a result of this Tender are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

Release of information contained in the Tender may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the Bidder. This would include scientific, technical, financial or labour relations information.

All requests for information must be made in writing and submitted to the Municipality's Chief Administrative Officer.

In addition, certain contractual information must be disclosed to Council, and accordingly may become part of the public record.

Bidders may mark any part of their submission as confidential except the total contract price and their name. A watermark or rubber stamp imprint is suitable for this purpose. The Municipality will use its best efforts not to disclose any information so marked, but shall not be liable to a Bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

3.18 ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

The Municipality 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.

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.

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.

It is the contractors' responsibility to ensure they are fully aware of and meet all the requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

3.19 ORIGIN OF GOODS AND SERVICES

Whenever possible, the equipment or services specified or called for in or under this Tender shall be of Canadian origin and manufacture.

If patented or proprietary goods, material, articles, or equipment are mentioned in this *RFT*, *Tenders* submitted on approved equivalents will be considered, but the mark or brand of them must be specified in the *Tender*.

The Municipality will be the sole and final judge as to whether an alternate product is equivalent or not and this decision will be final and non-reviewable by any court or tribunal.

3.20 SAMPLES

Samples, when required, must be submitted strictly in accordance with the instructions. If samples are requested after opening of *Tenders*, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the *Bidder's* expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Municipality shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the *Contractor* from its obligations under the *Contract*.

3.21 FAIR WAGES

All persons employed by the Contractor and his Sub-Contractors or in connection with the work shall be paid fair wages and shall have hours in conformity with Section GC7.11 of the current edition of the Ontario Ministry of Labour's Roads and Structures Fair Wages Schedule and any amendments thereto.

3.22 EMPLOYMENT

The Contractor or any sub-Contractor of the Contract, will, irrespective of the construction to be carried out under this Contract:

- a) Employ only residents of Canada;
- b) In employing persons, refrain from discrimination against any person by reason of race, colour, religious views or political affiliations; and.
- c) Give preference to local labour if it is necessary to augment regular forces.

3.23 ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The *Municipality* shall not be held liable for any errors or omissions in any part of this *RFT*. While the Municipality has used considerable effort to ensure an accurate representation of information in this *RFT*, the information contained in the *RFT* is supplied solely as a guideline for *Bidders*. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive.

PART FOUR – SPECIAL TERMS & CONDITIONS

4.1 INTENT OF CONTRACT

The Municipality invites qualified experienced Contractor(s) to respond to this Request for Tender for the supply of all labour, equipment and materials for the Municipal Office Renovations as indicated in this Tender. It is the intent of the Municipality to secure one Contractor.

The Contractor shall perform all items of work covered and stipulated in the Specifications, Tender, Contact Drawings, together with any authorized alterations, special provisions, extra work and supplemental agreements. The Contractor shall furnish all materials, implements, machinery, equipment, tools, supplies, transportation and labour necessary to the prosecution and completion of the work.

4.2 WORK LOCATION

Work will occur at the Municipal Office located at 22413 Hoskins Line, Rodney.

4.3 CONTRACT DRAWINGS

The location, general characteristics, specifications and details of work are shown on the attached Contract Drawings.

Additional drawings may be furnished from time to time by the Contract Administrator and such additional drawings shall form a part of this Contract. The Contractor shall be governed by figures dimensions as given on the drawings. Where essential dimensions are not shown, the Contractor shall obtain the required dimensions from the Contract Administrator before proceeding with the construction of the portion of work to which they refer. In every case, detail drawings shall take preference over general drawings. In the event that any conflict should exist between the specifications and drawings, the specifications shall prevail.

4.4 SITE EXAMINATION

The Bidder shall examine the contract documents, make a personal examination of the site and make all measurements in order to acquaint and satisfy themselves with the conditions under which they will be obliged to work prior to submitting a bid.

Staff from the Municipality shall assume no responsibility whatsoever in providing site measurements or details on site conditions. The Bidder is not to claim at any time after the submission of bid that there was any misunderstanding of the terms and conditions of the Contract relating to the site conditions.

The Bidder shall make all the investigations necessary to thoroughly be informed with regard to access to the site as this will be required for construction operations.

4.5 START OF CONSTRUCTION

Bidders are advised that they will be required to commence construction within one week of the

Municipality's written order to start construction.

A description of material suppliers, subcontractors and site safety plans must be submitted by the Contractor for review and approval prior to commencing construction.

Before starting construction, the Contractor shall give the Municipality 48 hours notice.

4.6 WORK COMPLETION SCHEDULE

The total Contract so awarded shall be completed within the specified finish date. Penalties will be charged against the contractor if the work remains incomplete after this specified date and is further defined under section 4.9 "Liquidated Damages".

Tentative Start Date: April 1, 2026
Completion Date: June 26, 2026

The work is to be performed during daylight hours from Monday to Friday, between 7:00 am and 7:00 pm. Once the contractor has commenced operations, the work shall be continuous and uninterrupted to completion of the project.

4.7 CONSTRUCTION SCHEDULE

The Contractor shall before commencement of work submit his proposed construction schedule to the Municipality of West Elgin for approval. This schedule will be based on a ten (10) hour work day and a five (5) day work week. Working Saturdays will be considered on an "as needed" basis and requests to do so must be conveyed to the Municipality no later than 12:00 p.m. on the preceding Friday. There will be no work performed on Sundays in the Municipality unless it is of an emergency nature as determined by the Municipality.

4.8 ERRORS AND OMISSIONS OF THE CONTRACTOR

Errors, mistakes, or omissions made by the *Contractor*, its agents, employees, sub-contractors or workmen shall be rectified by the *Contractor* at its sole expense.

4.9 LIQUIDATED DAMAGES AND BONUS

Not applicable.

4.10 FORCE MAJEURE

If the contractor is delayed in the performance of the work by:

- a) Labour disputes, strikes, lockouts;
- b) Fire, unusual delay by common carriers or unavoidable casualties;
- c) Abnormally adverse weather conditions; or
- d) Any cause beyond the contractor's control other than one resulting from a default or breach of contract by the contractor (ie COVID-19 pandemic);

then the contract time shall be extended for such reasonable time as the Contract Administrator may recommend in consultation with the contractor. The extension of time shall not be less than

the time lost as the result of the event causing the delay, unless the contractor agrees to a shorter extension. The contractor shall not be entitled to payment for costs incurred by such delays, unless such delays result from actions by the Municipality, Contract Administrator or anyone employed or engaged by them directly or indirectly.

The contractor's right to claim an extension of time is subject to the communication of a written notice to the Contract Administrator not later than 10 working days after the commencement of the delay caused by the force majeure event.

4.11 MAINTENANCE/WARRANTY PERIOD

The Contractor guarantees that the said work shall, for a period of twelve (12) months from the date of substantial completion, remain in such condition as will meet with the approval of the Municipality. The Municipality will arrange for a final inspection of the Works prior to the end of the warranty period. The Contractor will be required to make good in a permanent manner, satisfactory to the Municipality, any imperfections due to materials or workmanship used in the Works. The decision of the Municipality is to be final as to the nature and cause of such imperfection and the necessity for removing the same. Should the Contractor fail to comply with the direction by the Municipality, the latter may, after giving the Contractor 14 calendar days written notice, perform the necessary work and the cost may be deducted by the Municipality from monies owing the Contractor, or to recover the cost from the Contractor.

4.12 CHANGES TO EQUIPMENT OR SERVICES

The Municipality may, without invalidating the *Contract*, direct the *Contractor* to make changes to the *Equipment* or *Services*. When a change causes an increase or decrease in the *Equipment* or *Services*, the *Contract* price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the Municipality and *Contractor*. All changes must be in writing.

4.13 TERMS OF PAYMENT

Payments for materials supplied and work completed shall be on a monthly basis at the rate of 87.5% providing a 10% holdback in accordance with the Construction Act, 1990 as amended and a 2.5% warranty holdback (Owner's Set-Off).

Upon acceptance of the work as "substantially performed" as defined in the Construction Lien Act (1990) and as determined by the Contract Administrator, a "Certificate of Substantial Performance" will be issued to the Contractor. Upon the expiration of sixty (60) days from the date of advertising "substantial performance" and provided the provisions of the Contract and the conditions stipulated under the Construction Lien Act have been fully complied with, payment will be made at the rate of 97.5% with the remaining 2.5% being retained by the Municipality for the warranty period of twelve (12) months.

The warranty holdback (Owner's Set-Off) will not be paid until all defects and deficiencies have been successfully addressed and all documents requested by the Municipality and receipt of all "As Built" drawings have been submitted.

All payments will be made within twenty-eight (28) days from receipt of a proper approved invoice unless the Municipality delivers a notice of non-payment to the Contractor.

Payment will only be issued if there is a valid WSIB Clearance Certificate and Statutory Declaration attached to each invoice submitted.

Payments made by the Municipality, including final payment, shall not relieve the Contractor from its obligations or liabilities under the Contract.

Vendors must note that payments will be made in accordance with the authorized prices and upset limit (estimate) outlined in the RFT. No other payments will be made without prior express, written justification to and authorization by the Municipality.

Acceptance by the Contractor of the final payment shall constitute a waiver of claims by the Contractor against the Municipality, except those previously made in writing in accordance with the Contract and still unsettled.

The Municipality shall have the right to withhold from any sum otherwise payable to the Contractor any amount sufficient to remedy any defect or deficiency in the Equipment, pending correction of the deficiencies or any amount sufficient to satisfy any claim the Municipality has against the Contractor resulting from a previous Contract, a legal proceeding or unpaid accounts, including property or business taxes. The Municipality will deliver notices of non-payment within fourteen (14) days from receipt of a proper invoice.

4.14 CONTINGENCY AND PROVISIONAL ITEMS

Bidders are advised that this tender may have a contingency value in the pricing table. Bidders shall carry these prices forward for inclusion in the total tendered price as applicable.

It is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Municipality and the Contractor is not entitled to payment thereof except for extra or additional work carried out by them in accordance with the Contract and only to the extent of such extra or additional work.

This tender may also contain provisional items. If provisional pricing is requested, this pricing is requested as a separate pricing structure and should not be carried forward in the total tendered price unless directed otherwise.

4.15 EXTRA WORK

If the Municipality orders in writing the performance of any work not covered by the Specifications that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, then such extra work shall be performed on a Cost-Plus Percentage basis.

Any extra work ordered by the Municipality to be done on a cost-plus basis shall be so done by the Contractor, who shall be paid therefor only the actual cost thereof, as determined by the estimation of the Municipality plus 15 per cent for use of plant, tools, etc., and to cover Contractor's profits, and the Contractor must furnish the Municipality with satisfactory vouchers for all labour and material expended on the work. Where rental charge is made for trucks, equipment, etc. no percentage will be allowed on such rental. When such extra work is required, and is performed by a Sub-contractor, the percentage paid by the Municipality for overhead, profit, etc., shall be no greater than the sum that would have been paid had the Contractor himself performed the work.

The Contractor will only be monetarily compensated for performing "extra work" for the actual labour, machinery, and materials requested to perform the work. All attempts shall be made by the Contractor to ensure the labour and machinery not required to perform the extra work is constructing other works outside of the extra work.

All extra work must be approved by the Municipality prior to commencing construction in the field.

The Contractor must inform the Municipality's site representative (inspector) as soon as extra work is anticipated, to ensure the Municipality's approval is received in a timely fashion. The Contractor must also notify the Inspector when the extra work is being constructed to allow verification of time and materials required to perform the work.

APPENDICES

APPENDIX A – SAMPLE FORM OF AGREEMENT	(3 Pages)
BID FORMS	(Attached)
DRAWINGS AND SHEET SPECIFICATIONS	(41 Sheets)
- ARCHITECTURAL (G architects)	
- STRUCTURAL (VanBoxmeer & Stranges Engineering Ltd.)	
- MECHANICAL/PLUMBING (Jilani and Asuncion Consulting Engineers)	
- ELECTRICAL (Jilani and Asuncion Consulting Engineers)	
BOOK SPECIFICATIONS (G architects)	(57 Pages)

APPENDIX A - SAMPLE FORM OF AGREEMENT

CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
Port Glasgow Trailer Park Seasonal Office and Shower Facility

THIS AGREEMENT made in triplicate this _____ day of _____, 2026.

BETWEEN:

**CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
(hereinafter called "Municipality")**

OF THE FIRST PART

- AND -

(hereinafter called "Contractor")

OF THE SECOND PART

WITNESSETH:

The Municipality and the Contractor in consideration of the fulfillment of their respective promises and obligations hereinafter set forth covenant and agree with each other as follows:

ARTICLE 1

- a) A general description of work is to provide all the labour, equipment and materials required for the Municipal Office Upgrades Tender;
- b) In respect of such work and except as otherwise specifically provided, the Contractor, at his own expense, shall provide all and every kind of labour, machinery, plant, structures, roadways and materials necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer commence the works and diligently execute the respective portions thereof; and deliver the works complete in every particular to the Municipality within the time specified in the Tender.

ARTICLE 2

The Municipality covenants with the Contractor that the Contractor, having in all respects complied with the provisions of this Contract, will be paid for and in respect of all the work, at the tendered unit prices after measurement approved by the Engineer, the total which is presently estimated at **\$XXX,XXX.XX** excluding HST, together with such additional sum up to a maximum of **\$XX,000.00**, excluding HST, for extra or additional work at the unit rates or the amounts, as the case may be, stipulated in the written orders of the Engineer authorizing extra or additional work; such payment, however, shall be subject to Article 3 hereof and subject to such additions and deductions as may be properly made under the terms hereof and further subject to the provisions that the Municipality may make payments on account monthly or otherwise as may be provided in the Special Terms and Conditions.

ARTICLE 3

In the event that the Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Municipality and the Contractor is not entitled to payment thereof except for extra or additional work carried out by them in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 4

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or the Engineer at the following addresses:

MUNICIPALITY: **CORPORATION OF THE MUNICIPALITY OF WEST ELGIN**
22413 Hoskins Line
Rodney, ON N0L 2C0

CONTRACTOR: _____

ARTICLE 5

In case of any inconsistency or conflict between the provisions of this Agreement and the Specifications or General Conditions or Tender or Drawings or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- | | |
|----------------------------|----------------------------------|
| a) Agreement | e) Special Terms and Conditions |
| b) Addenda | f) Standard Terms and Conditions |
| c) Contract Specifications | g) Bid Submission Forms |
| d) Contract Drawings | h) General Terms and Conditions |

ARTICLE 6

A copy of each of the Contract Specifications, Bid Submission Forms and Addendum No. ____ are hereto annexed and together with the Drawings, General Terms and Conditions, Standard Terms and Conditions and Special Terms and Conditions relating to the work contemplated herein, even though not attached, all as listed in the Tender document, form part of and are deemed to be incorporated into this Agreement.

ARTICLE 7

The Contractor agrees to begin the works no sooner than **April 01, 2026** and substantially complete the work no later than **June 26, 2026**.

ARTICLE 8

The Contractor declares that he has either investigated for himself the character of the work and all local conditions that might affect his Tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character or more onerous to fulfill, than was contemplated or known when the tender was made of the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever, by the Municipality or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Municipality.

ARTICLE 9

The Contractor shall indemnify and save harmless the Municipality from all loss, damages, costs, charges, expenses or claims arising out of the Contract and the Contractor shall take due and proper precautions for the prevention of accidents to persons and property during or in consequence of the work and should the Municipality incur, pay or be put to any such loss, damages, costs, charges or expenses or claims, the Contractor shall forthwith, upon demand, repay the same to the Municipality.

ARTICLE 10

The Contract shall apply to and be binding on the parties hereto, their heirs, executors, successors, administrators, and assigns jointly and severally.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day of the year first above written or cause their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

<Insert Contractor Name>

Per: _____

DATE

Name: _____

Position: _____

I have the authority to bind the corporation

Corporation of the Municipality of West Elgin

DATE

Per: _____

Name: Richard Leatham

Position: Mayor

Per: _____

Name: Robin Greenall

Position: CEO

We have the authority to bind the corporation