



## **TOWN OF INGERSOLL**

**2019 INGERSOLL MUSEUM ROOF REPLACEMENT AND REPAIR  
INGERSOLL MUSEUM  
290 HARRIS STREET**

## **TENDER FORM AND SPECIFICATIONS**

August, 2019

Tenders are requested to provide roof replacement for the main phase of the Ingersoll Museum and to replace the roof fasteners on the second phase of the Museum Building and replace the roof on the North Barn building, located at 290 Harris Street in Ingersoll, Ontario.

All bidders will be evaluated on the premise that all bidders are familiar with the existing site conditions.

Written Tenders will be received until 11:00 am, Thursday, September 19, 2019 by the undersigned. The lowest or any Tenders not necessarily accepted.

Michael Graves  
Clerk  
130 Oxford Street  
2<sup>nd</sup> Floor  
Ingersoll, Ontario  
N5C 2V5

Phone - (519) 485-0120  
Fax - (519) 485-6572  
Email - [mgraves@ingersoll.ca](mailto:mgraves@ingersoll.ca)

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## **PART” A”**

### **1. SCOPE OF WORK**

Supply all labour, equipment and materials necessary to provide a roof replacement for the main phase of the Ingersoll Museum and to replace the roof fasteners on the second phase of the Museum Building and replace the roof on the North Barn building, located at 290 Harris Street in Ingersoll and other miscellaneous work, as described in the technical specifications that are attached as Schedule D, at the Ingersoll Museum, 290 Harris St., Ingersoll, ON

### **2. TERMS AND CONDITIONS**

#### **OTHER CONTRACTORS:**

Work is required to be done by qualified, licensed trades, as required by applicable legislation. **Contractors bidding on this work shall not present a bid which presumes to sub-contract all the work.**

#### **DURATION:**

##### **Proposed Schedule of Construction**

Prior to starting installation, the Contractor will submit to the Clerk the installation schedule. Installation and removal of the proposed works must be completed by **October 31, 2019.**

##### **Progress of the Work and Time for Completion**

The work under the agreement must commence on the date stated in the Schedule of Construction, and must be diligently prosecuted in general accordance therewith, so that the work is completed before or on the date specified.

Working time shall be charged until the date of acceptance of the work by the Town.

##### **Examination of Site**

Each bidder should visit the site of the work before submitting their Tender and must satisfy themselves by personal examination as to the local conditions to be met with during the construction of the work. They shall make their own estimate of the facilities and difficulties to be encountered. Bidders are not to claim at any time after submission of their tender that there was any misunderstanding with respect to the conditions imposed by the Agreement. **All bidders will be evaluated on the premise that all bidders are familiar with the existing site conditions.**

## **HEALTH & SAFETY:**

The Contractor will be responsible for and have control and charge of all health and safety precautions and programs required for work in accordance with the applicable construction safety legislation, occupational health and safety legislation, and other regulations or general construction practices. The Contractor will also be responsible for health & safety acts or omissions of the Sub-Contractors or their agents, employees or other persons performing any other work, contracted out by the Town of Ingersoll.

## **TERMINATION:**

The Corporation of the Town of Ingersoll reserves the right, at its sole discretion, to cancel this agreement, with 30 days written notice, upon any violation of this agreement, the quality of work, response time, Municipal bylaw compliance, invoicing and/or performance of equipment.

## **3. INSURANCE AND INDEMNIFICATION:**

The successful Bidder shall at its own expense obtain and maintain until the termination of the agreement, and provide the Town with evidence of:

- 1) Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000.) dollars and shall include the Town as an additional insured with respect to the Bidder'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' and contractors' protective, products and completed operations, contingent employers liability, cross-liability and severability of interest clauses;
- 2) WSIB Registration and coverage in accordance with the applicable regulatory requirements for the Employer and any Worker that may be dispatched to undertake work on Town Property, appropriate to the type and quantity of work proposed to be provided – see below for specific proof requirements

- 3) Automobile liability insurance for an amount not less than Five Million (\$5,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement. The policies show above will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the effective date of cancellation expiry. The Town reserves the right to request such higher limits of insurance or other types policies appropriate to the work as the Town may reasonably require.
- 4) The successful bidder shall not commence work until such time the evidence of insurance has been filed with and approved by the Clerk. The successful Bidder shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the agreement.
- 5) The successful Bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Bidder, it's agents, officers, employees or other persons for whom the Bidder is legally responsible.
- 6) The Bidder shall apply and pay for all necessary permits and licenses, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required. The Bidder shall comply with all laws, including Ontario Building Code, Residential Tenancies Act, Municipal by-laws, rules, regulations, policies and procedures as set out by The Town of Ingersoll and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

### **WORKPLACE SAFETY & INSURANCE BOARD**

The successful Bidder shall furnish a Letter of Good Standing from the Workplace Safety and Insurance Board. This letter shall be furnished **prior** to commencement of work. The successful Bidder further agrees to maintain that good standing throughout the agreement period. The successful Bidder will be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board from time to time during the agreement and/or prior to final payment.

### **ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE**

The Bidder shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein in persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, *Accessibility*

*Standards for Customer Service*, made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, the Town of Ingersoll must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

## **PART B**

### **1. INFORMATION TO BIDDER**

Tenders received by the Town later than the specified closing time will be returned unopened to the bidder.

A Bidder who has already submitted a tender may submit a further tender at any time to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder as it applies to this request for tender.

A Bidder may withdraw a submitted tender at any time up to the official closing time by a letter bearing a signature and/or seal as in the original tender. Withdrawal requests received after the tender closing time will not be permitted.

In the event that only one tender is received at time of closing, the Clerk or an appointed delegate will either open or reject the tender. A rejected tender will be returned unopened to the bidder. A decision to re-tender will be made respectively by the Clerk.

Any and all changes to the terms, conditions or specifications required before tender closing, will be issued by the Clerk in the form of a written Addendum. If Addenda are issued, the Bidders in the appropriate section of the Form of Tender must acknowledge their receipt. The Corporation of the Town of Ingersoll (herein after referred to as the Town) will assume no responsibility for oral instruction or suggestions. **It is the Bidder's sole responsibility to check the website for addendum(s) prior to submitting their bid.** Any tender received without addendum(s) acknowledged and/or submitted as instructed will be rejected.

**NOTE:** The bidders are responsible for obtaining any addendums/acknowledgement of addenda. Addendums will be posted on the Town of Ingersoll's website. It is recommended that bidders sign up for e-alerts which will advise them of any changes to the original tender. Any tender received without addendum(s) acknowledged and/or submitted as instructed will be rejected. Sign up for e-alerts with the Town of Ingersoll.  
<http://www.ingersoll.ca/e-alert>

**Please fax or e-mail back confirmation of addenda.**

Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant agreement will be based on these terms and conditions unless otherwise agreed to in writing.

**The Town reserves the right to accept or reject any and all tenders.**

Tenders are to remain firm for a period of sixty (60) days from date of tender closing date.

The acceptance and award of the tender and execution of the agreement, contract or purchase order may be subject to approval by Town Council. Questions on any part of this tender should be referred to Michael Graves, Clerk at 519-485-0120, Mon.-Fri. 8:30 a.m. to 4:30 p.m.

## **2. INSTRUCTION FOR BIDDER**

### **REQUIREMENTS AT TIME OF CLOSING**

A COMPLETE TENDER includes the below documents:

- Schedule "A" - Form of Tender
- Schedule "B" - Letter of Acknowledgement
- Schedule "C" - Bidder Information
- Schedule "D" - Technical Specifications Documents

The above documents must be completed in ink, in full, signed and returned in a **sealed envelope clearly marked** with the name and address of the Responder, and marked "**2019 Ingersoll Museum Roof Replacement and Repair**", addressed to **Michael Graves, Clerk Town of Ingersoll, 130 Oxford St., 2<sup>nd</sup> Floor, Ingersoll, Ontario N5C 2V5** by **11:00am, Thursday, September 19, 2019.**

**Facsimiles are not accepted.**

**Also to be included in every tender submission is a bid deposit. A certified cheque, payable to The Town of Ingersoll, in the sum of Six Thousand dollars (\$6,000) is to be included in the submitted tender package. The deposit of the two (2) lowest bidders will be retained until the formal agreement has been signed and the required bonds have been furnished to the satisfaction of the Owner. The cheque submitted by the successful contractor shall be returned within 10 days, not including Sundays or legal holidays, from the date of signing of the agreement. Should the successful contractor fail to enter into the agreement, the submitted cheque shall be forfeited. All cheques from unsuccessful bids will be destroyed, unless requested to be mailed back to the contractor.**

### **REQUIREMENTS AT TIME OF EXECUTION**

Subject to an award of the tender, the successful Bidder is required to submit the following documentation in a form satisfactory to the Town for execution within ten (10) working days after being notified to do so in writing:

- 1. Insurance Documents**
- 2. Letter of Good Standing from the Workplace Safety and Insurance Board**



If the Bidder for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the Town reserves the right to accept any other, advertise for new tenders or carry out the work in any way as the Town may, at its sole discretion, deem best.

**PAYMENT**

**THIS IS TO ADVISE THAT PAYMENT TERMS ARE NET THIRTY DAYS FROM RECEIPT OF MONTHLY INVOICE WILL APPLY. THIS MEANS THAT YOUR PAYMENT WILL BE MAILED DIRECTLY TO YOU FROM OUR TREASURY DEPARTMENT.**

**SCHEDULE "A"**

**FORM OF TENDER**

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**TOWN OF INGERSOLL  
2019 INGERSOLL MUSEUM ROOF REPLACEMENT AND REPAIR**

**BIDDER:**

\_\_\_\_\_  
Contractor's Name

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

\_\_\_\_\_  
Contractor's Address

\_\_\_\_\_  
Contractor's Telephone No.

\_\_\_\_\_  
Contractor's Email

\_\_\_\_\_  
Contractor's FAX No.

\_\_\_\_\_  
Name of Person Signing for Firm  
(PLEASE PRINT)

\_\_\_\_\_  
Position of Person Signing

**SCHEDULE "B"**  
**TENDER LETTER OF ACKNOWLEDGEMENT**

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**Tender Form – 2019 Ingersoll Museum Roof Replacement and Repair**  
**Tender Closing: Thursday, September 19, 2019 at 11:00 am**

I/We the undersigned have read the tender documents and schedules and submit our firm tender to provide a roof replacement for the main phase of the Ingersoll Museum and to replace the roof fasteners on the second phase of the Museum Building and replace the roof on the North Barn building, located at 290 Harris Street in Ingersoll.

The Contractor agrees to provide this bid as per the attached Instruction to Bidders, Terms and Conditions and Specifications:

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, we, the undersigned, hereby offer to enter into an agreement using substantially the form attached hereto, to perform the Work for the price of in dollars in lawful money of Canada:

Project	Bid
Replace Roof Fasteners and seals at Main Building (Original Phase) (1a)	
Replace Roof Fasteners and seals at Main Building (Addition Phase) (1b)	
Replace Sloped Metal Roof at the North Barn (5)	
Total	

Taxes:

*Applicable taxes are excluded from the Bid Price.*

Complete the Work in \_\_\_\_\_ calendar weeks from notification of acceptance of this Bid.

The following Addenda have been received. The modifications to the Tender Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.  
 Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.  
 Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.  
 Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.  
 Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

Portion of the Work	Subcontractor Name
Demolition	
Replace Roof Fasteners and seals at Main Building (Original Phase) (1a)	
Replace Roof Fasteners and seals at Main Building (Addition Phase) (1b)	
Replace Sloped Metal Roof at the North Barn (5)	
Others (List)	

The following manufacturer products will be installed by Subcontractors and coordinated by us:

Portion of the Work	Manufacturer & Product Name
Replace Roof Fasteners and Seals at Main Building (Original Phase) (1a)	
Replace Roof Fasteners and seals at Main Building (Addition Phase) (1b)	
Replace Sloped Metal Roof at the North Barn (5)	
Others (List)	

**SCHEDULE "C"**  
**BIDDER INFORMATION**

<b>THIS TENDER SUBMITTED BY:</b>
COMPANY:
Address:
Phone No.:
Fax No.:
Email:
Contact Person:
On behalf of the <b>COMPANY:</b>
Owner:
Position:
Date:

## SCHEDULE “D” – TECHNICAL SPECIFICATIONS DOCUMENTS

Replace Roof Fasteners and Seals at Main Building (Original Phase) (1a)

Replace Roof Fasteners and seals at Main Building (Addition Phase) (1b)

Replace Sloped Metal Roof at the North Barn (5)

## 2 Roofing Systems

The roofing system of the buildings consist of sloped metal roofing (See Photograph No. 2-1). The Main building was constructed in two phases and the rest were constructed in single phases. The ages of the roof vary per building which are listed below in Table 2-2-1 as reported by staff on site. The roofs at the Main building and School have vented attic spaces and the remainder of the buildings do not have attics.



Details of the roof system are as follows: Table 2-2-1: Roof System

Roof #	Building Name	Reported Construction Date	Estimated Age	Approximate Roof Area (m <sup>2</sup> )	Approximate Roof Area (ft <sup>2</sup> )	Roof Type
Roof #1a	Main Original	1983	35	140 m <sup>2</sup>	1,500 ft <sup>2</sup>	Sloped Metal
Roof #1b	Main Addition	1993	25	220 m <sup>2</sup>	2,400 ft <sup>2</sup>	Sloped Metal
Roof #2	Blacksmith	1983	35	60 m <sup>2</sup>	650 ft <sup>2</sup>	Sloped Metal
Roof #3	School	1983	35	140 m <sup>2</sup>	1,500 ft <sup>2</sup>	Sloped Metal
Roof #4	Sherbrook Barn	1998	20	230 m <sup>2</sup>	2,500 ft <sup>2</sup>	Sloped Metal
Roof #5	North Barn	1977	41	150 m <sup>2</sup>	1,600 ft <sup>2</sup>	Sloped Metal
Roof #6	Cheese Factory	2008	10	150 m <sup>2</sup>	1,600 ft <sup>2</sup>	Sloped Metal
<b>Total Roof Area</b>				1,090 m <sup>2</sup>	11,750 ft <sup>2</sup>	

# **AGREEMENT**

This is the form of Agreement, for the 2019 Ingersoll Museum Roof Replacement and Repair at 290 Harris St in Ingersoll.

**THIS INDENTURE** made (in Triplicate) the \_\_\_\_ day of \_\_\_\_\_  
Two Thousand and Nineteen.

BETWEEN

**THE CORPORATION of the TOWN of INGERSOLL,**

hereinafter called the Corporation, of the First Part,

AND

**Contractor**

hereinafter called the Contractor of the Second Part.

WHEREAS the said Corporation has awarded to the Contractor the job for the

## **2019 INGERSOLL MUSEUM ROOF REPLACEMENT AND REPAIR**

NOW THIS PRESENT WITNESS that the said Contractor does hereby covenant and agree with the said Corporation that in consideration of the covenants and payments to be made as herein provided as follows:

- (1) To do and perform the painting work related to Tender for the 2019 Ingersoll Museum Roof Replacement and Repair. All conditions listed in the tender document must be complied with and will form part of this agreement.
- (2) Contractor will comply with the Corporations Health and Safety policy and all Ministry of Labour regulations.
- (3) Contractor will complete all work by October 31, 2019
- (4) This agreement will be effective and binding from the date of the award.

IN WITNESS WHEREOF the said Corporation has hereunto affixed its Corporate Seal and the hand of Ted Comiskey, Mayor and countersigned by Town Clerk, of the said Corporation and the said Contractor has hereunto affixed his name of Perfectly Painted, proper officer in that behalf.

SIGNED, SEALED AND DELIVERED IN  
THE PRESENCE OF:

CONTRACTOR

(  
(

\_\_\_\_\_  
Owner

TOWN of INGERSOLL

(  
(  
\_\_\_\_\_  
Ted Comiskey, (Mayor)

(  
(  
\_\_\_\_\_  
Michael Graves, (Clerk)