

CONTRACT FOR

North Stormont Arena Fire Alarm System

CONTRACT NO. RFQ Rec 001-2021

01 February 2021

Andre Brisson – Chief Building Official P.O Box 99 – 15 Union St. Berwick, Ontario K0C 1G0 T: 613-984-2821 The Tenderer is advised that the following **CHECK LIST** is provided to <u>assist</u> in the completion of an accurate and acceptable Tender Form. While every effort has been made to include all the information necessary, this **CHECK LIST** may not be complete, therefore the Tenderer is reminded to check all the tendering requirements outlined in Section A, General Special Provisions, prior to delivery of the completed Tender Form.

TENDERER'S CHECK LIST

- Tenderer's name and address on page 2
- Addenda numbers inserted on page 4 (as applicable)
- All tender items bid
- TOTAL TENDER AMOUNT BID indicated on page 5
- SUMMARY OF FIRE ALARM SYSTEM PRODUCT on Page 6
- Erasures, over-writing or strike-outs initialed by person signing on behalf of the Tenderer
- Tender Form dated, signed and witnessed on last page
- Tender Deposit included in the form of a certified cheque or Bid Bond
- Approved Tender Envelope as supplied by the Township of North Stormont to be used and clearly marked as to contents: "Tender for Contract".
 - Deliver approved Tender envelope and contents to <u>Andre Brisson Chief</u> <u>Building Official</u>, 15 Union St., P. O. Box 99, Berwick, Ontario KOC 1G0 before 14:00, Local Time, <u>Friday, February 26th, 2021</u>
- For queries during preparation of tenders, contact:

Matt Morris P.Eng. MORRIS Engineering Ltd. Tel.: 613-499-2077 matt@morriseng.ca

* Please note, due to COVID-19 restrictions the office is closed to the public. Tender Packages are to be dropped off in our locked mailbox located at the front door. The mailbox is viewed daily and the package will be stamped upon receipt.

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TENDER FORM

CONTRACT FOR

North Stormont Arena Fire Alarm System

CONTRACT NO. RFQ Rec 001-2021

01 February 2021

CONTRACT NO.

RFQ Rec 001-2021

Tender for the:

North Stormont Arena Fire Alarm System

NAME OF TENDERER (Firm or Individual)

ADDRESS OF TENDERER

TELEPHONE NUMBER OF TENDERER

NAME OF PERSON SIGNING FOR TENDERER

OFFICE OF PERSON SIGNING FOR TENDERER

NOTE: If the Tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer or agent thereof. The said officer or agent shall subscribe their own name and office and affix the seal of the Corporation thereto.

Sealed Tenders, duly completed on the loosely bound Tender Form provided with the Tender Documents and submitted within the "Approved Tender Envelope" as supplied by the Township, complete with attached statements and information requested in the Tender Form, will be received as follows:

CONTRACT NO. RFQ Rec 001-2021

Tender for the: North Stormont Arena Fire Alarm System

TENDERS TO BE RECEIVED BY:

Andre Brisson – Chief Building Official 15 Union St. P. O. Box 99 Berwick, Ontario K0C 1G0

BEFORE: 14:00 LOCAL TIME Friday, February 26th, 2021

Deposit Required with Tender: <u>as specified in General Special Provisions</u>

Bond Required for Contract: Not Applicable

The Corporation of The Township of North Stormont (the Township) reserves the right to reject any or all Tenders if it is deemed advisable to do so, and the lowest or any tender will not necessarily be accepted.

The Mayor and Council Corporation of The Township of North Stormont

Madam/Sir:

The Tenderer has carefully examined and understands and accepts the Provisions, Specifications, Conditions and Drawings referred to in the Schedule of Provisions, Specifications, Conditions and Drawings and Addenda Nos. _____ to ____* attached hereto as part of this Tender, and has carefully examined the site, including the nature of the utilities and location of the work to be done under this Contract and, for the prices set forth in this Tender, hereby offers to furnish all labour, materials, machinery, tools, apparatus, and other means of construction necessary to complete the work in strict accordance with the Provisions, Specifications, Conditions and Drawings referred to in the said Schedule.

Notification of acceptance and delivery of the Form of Agreement shall be made by the Township by prepaid and registered post or express post addressed to the Tenderer at the address contained in the Tender Form and, upon such notification of acceptance, the Tenderer shall complete the Form of Agreement between the parties, execute the Contract and furnish the necessary proof of insurance within 14 days of mailing of said notification to the Tenderer.

Attached to this Tender is a certified cheque or bid bond in the amount required by the General Special Provisions and made payable to: The Corporation of The Township of North Stormont. The proceeds of this cheque or bid bond shall, upon acceptance of the Tender, constitute a deposit which shall be forfeited to the Township if the Tenderer fails to file with the Township the Form of Agreement duly executed, together with the Performance Bond, proof of insurance and proof of Workers' Compensation Board coverage, all as specified.

The Tenderer will insert the numbers of the Addenda received by them during the tendering period and taken into account by them in their Tender.

TENDER SUMMARY

DESCRIPTION	CONTRACTOR'S TOTAL BID IN FIGURES (HST EXCLUDED)
TOTAL TENDER AMOUNT BID FOR FIRE ALARM SYSTEM AS PER APPROVED DESIGN	\$

The Contractor further agrees that all extra work not provided for above shall be based on actual cost of labour and materials plus 10 percent or on negotiated prices.

The Contractor further agrees to provide credit for omission of work based on the actual cost used to determine the total tender bid without any provisions for profit and overhead.

TENDER ATTACHMENTS

The Tender Submission shall include the following items:

- .1 Completed Tender Form.
- .2 Samples of products which most closely meets the specification. Bidder shall be responsible for round-trip shipping of the sample to the Township.
- .3 Shop drawings and product data for the submitted samples.
- .4 Shop drawings of proposed attachment to existing structure, if applicable.
- .5 Manufacturers standard warranty documents.

SUMMARY OF DEVIATIONS FROM SPECIFICATION

PRODUCT TYPE	DESCRIPTION
Fire Alarm System Manufacturer	
Pull Station Model Number	
Heat Detector Model Number(s)	
Smoke Detector Model Number(s)	
Horn/Strobe Model Number(s)	

SCHEDULE OF PROVISIONS, SPECIFICATIONS, CONDITIONS AND DRAWINGS

The work specified in the Contract will be performed in strict accordance with the following:

SECTION A	General Special Provisions
SECTION B	Drawings
	FA1 – GENERAL NOTES & FIRE ALARM SCHEMATIC
	FA2 – FIRE ALARM SYSTEM –
	GROUND FLOOR PLAN – ENTRANCE/LOBBY
	FA3 – FIRE ALARM SYSTEM –
	GROUND FLOOR PLAN – ARENA
	FA4 – FIRE ALARM SYSTEM –
	SECOND FLOOR PLAN

<u>OFFER</u>

The Tenderer, by this Tender, offers to complete this Contract in accordance with the terms and conditions contained herein.

Dated at ______ this _____ day of _____, 2021.

Signature of Authorized Person Signing for Tenderer

Witness

Position

This is the 7th and last page of the Tender Form to be submitted.



NORTH

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GENERAL SPECIAL PROVISIONS

1. TENDER REQUIREMENTS

.1 The correct Tender Form, as supplied by the Township for the Contract being bid, shall be used, and shall be delivered to:

Andre Brisson – Chief Building Official 15 Union St. P. O. Box 99 Berwick, Ontario K0C 1G0

before date shown in Tender Form

Bids received after closing time will not be considered.

- .2 The entire work is to be awarded to (1) one Contractor and therefore ALL ITEMS on the Tender Form must be bid.
- .3 All prices must be clearly indicated. Erasures, over-writing, or strikeouts must be initialed by the person signing on behalf of the Contractor.
- .4 The total bid must not be restricted by a statement added to the Tender Form, or a covering letter, or alterations to the Tender Form provided by the Township. Adjustments by email or letter to a Tender already submitted will not be considered. A bidder desiring to adjust a Tender must withdraw the Tender and/or supersede it with a later submission.
- .5 The Approved Tender Envelope as supplied by the Township must be used and clearly marked "TENDER FOR CONTRACT *RFQ Rec 001-2021*".
- .6 The Tender Form must be signed and witnessed in the spaces provided on the form, with the signature of the bidder or of a responsible official of the organization bidding.



.7 The Tender must be accompanied by a Tender Deposit in the form of a certified cheque made payable to "The Corporation of The Township of North Stormont" or a Bid Bond. The cheque or Bid Bond shall be in an amount equal to or greater than the amount shown in the following table:

TOTAL TENDER AM	MINIMUM DEPOSIT	
BID FOR CONTRAC	REQUIRED	
\$ 20,000.00 or le	ess	\$ 1,000.00
\$ 20,000.01 to	\$ 50,000.00	\$ 2,000.00
\$ 50,000.01 to	\$ 100,000.00	\$ 5,000.00
\$ 100,000.01 to	\$ 250,000.00	\$ 10,000.00

The Tender Deposits of all bidders shall be retained until the successful bidder has executed the Contract documents.

The Tender Deposit of the successful bidder will be returned when he has fully complied with the conditions outlined in the Contract documents.

2. EXECUTION OF CONTRACT

Tenders shall be open for acceptance for a period of 30 calendar days after closing date. After this time, the Tender may only be accepted with the consent of the successful bidder.

If requested, and prior to contract award, the tenderer shall produce written evidence as to his qualifications and previous experience in the types of work contemplated by this Contract. This shall include a list of projects of similar size and nature; and contact information for a minimum of 3 references.

Failure by the successful bidder to meet the Contract requirements will entitle the Township to rescind the acceptance of the Contract and to retain the Tender Deposit as compensation for damages sustained due to the successful bidder's default. The Township may then award the Contract to one of the other bidders or take such other action as the Township may choose.

3. LIABILITY INSURANCE

A Certificate of Insurance required under this Section shall be submitted to the Township as soon as is practical after notification of acceptance of the Tender. The liability insurance coverage shall specifically include coverage to the limit of not less than two million dollars (\$2,000,000.00), exclusive of interest and cost, in respect of any one accident.



The Certificate of Insurance shall name the following as additional insured:

.1 The Corporation of The Township of North Stormont

The automobile liability insurance coverage shall include coverage of not less than two million dollars (\$2,000,000.00), inclusive per occurrence.

4. OCCUPATIONAL HEALTH AND SAFETY

All Ministry of Labour Acts, Codes and Regulations shall be strictly adhered to on this project.

All work to be installed in conformance with specifications and requirements as detailed by the Ontario Building Code and the Electrical Safety Authority.

5. SCOPE OF WORK

The work under this contract shall be as outlined in the drawings and specifications, and shall include the following:

- .1 Supply and installation of a Fire Alarm System as per Lascelles Plan No. 200446-FA1, FA2, FA3 and FA4 prepared, reviewed, and sealed by MORRIS Engineering Ltd. Project specific specifications are included on the project plans, and are to be considered as part of this contract.
- .2 Existing Conditions:
 - .1 The North Stormont Arena is currently classified as a structure under Group A Assembly Occupancy.
 - .2 Contractor to locate and protect all exterior services
 - .3 Contractor to locate and protect all interior services and fabric. Make good all damage resulting from the work herein.
 - .4 Connections to existing services to be coordinated with the Township.
 - .5 Work to be executed with least possible interference or disturbance to normal use of existing building
 - .6 Designated Substances shall be treated in accordance with the requirements of the Occupational Health and Safety Act and Regulations. Work to be stopped immediately upon discovery of any Designated Substances and Township/Engineer to be informed



immediately.

- .3 Requirements following Award of Contract:
 - .1 Schedule: the work detailed herein is to be completed in a single phase, achieving substantial completion prior to July 1st, 2021. The successful proponent is to submit a detailed schedule to the Township & Engineer for review.
 - .2 Required Meetings:

.1 Minimum of 3 meetings with Township of North Stormont staff.

.2 Minimum of 3 site meetings to review installation and operations.

- .3 Submittals:
 - .1 Manufacturer's product data for each individual system. Include the following:
 - .1 Project list: Three (3) projects of similar size, complexity and in service for at least three (3) years.
 - .2 Shop Drawings: Show all equipment to be implemented with details of accessories to be supplied.
 - .3 Certification of insurance coverage and manufacturing experience of manufacturer
 - .4 Installer qualifications indicating capability, experience, and manufacturer acceptance.
 - .5 Provision of maintenance and operating instruction manuals. Demonstrate operating procedures.
 - .6 Schematic Diagram of electrical systems
 - .7 Control shop drawings and operating sequence including wiring of components
 - .8 Wiring diagram of control panels
 - .9 Operating instructions, including start-up and shut-



down procedures

- .10 Maintenance instructions including preventative maintenance instructions for components of the equipment
- .11 Complete parts list of assemblies and their component parts, showing manufacturer's name, catalogue number and nearest replacement source.
- .12 List of recommended spare parts and quantity of each item to be stocked
- .13 Manufacturers' warranties and guarantees
- .2 Submit to Electrical Safety Authority necessary drawings and specifications for approval prior to commencement of work
- .3 Pay all electrical permit and inspection fees
- .4 As-Built drawings incl. schematic Diagram of overall electrical systems

6. INTERPRETATION

In this document all reference to the "Owner" or "Township" will mean "The Corporation of The Township of North Stormont."

In this document all reference to the "Engineer" shall mean "MORRIS Engineering Ltd.".

In this document all reference to the "Contractor" shall mean the successful proponent awarded the contract denoted herein. The term "Sub-Contractor" is to apply to all parties hired by the Contractor to complete work as part of the scope as detailed in this contract.

7. CONTRACTOR'S SCHEDULE OF WORK

Forthwith upon acceptance of this Contract, the Contractor shall provide a "Contractor's Schedule of Work" to the Township & Engineer. The Schedule shall include delivery dates, and the name of a responsible individual from the Contractor's firm who can be contacted in the event of emergencies. The Contractor must prepare and submit his Schedule to the Township & Engineer within five (5) days of Contract acceptance and prior to start of construction.



8. PROGRESSION OF WORK AND COMPLETION TIME

Time shall be of the essence of this Contract.

The Contractor shall diligently execute the work covered by this Contract to completion.

The Contractor shall schedule the work for progression of same in a continuous and orderly manner to ensure the least amount of delay in completing the total works.

9. LIMITATIONS OF OPERATIONS

The Contractor's construction operations and working hours shall satisfy the requirements of the Township of North Stormont's Noise By-law.

10. BASIS FOR CERTIFICATE PAYMENTS:

.1 PROGRESS PAYMENT CERTIFICATE

The Contractor shall submit a breakdown of costs for each main item of the work, within five (5) days of Contract Award.

The Contractor shall remit a progress payment request on a monthly basis, indicating the work completed to date, to the Engineer for review and approval.

11. SALES TAX

.1 Harmonized Sales Tax

The Harmonized Sales Tax (HST) shall be listed separately for the purposes of this Contract. The Township is subject to payment of the Harmonized Sales Tax, therefore the HST will be shown on each payment certificate and will be paid to the Contractor in addition to the amount certified for payment and will therefore not affect the Contract prices.

.3 Changes to Government Taxes

Where a change in Canadian federal or provincial taxes occurs after the tender closing date for this Contract, and this change could not have been anticipated at the time of bidding, the Township will increase or decrease contract payments to account for the exact amount of tax change involved.



Claims for compensation for additional tax cost shall be submitted by the Contractor to the Engineer. Such claims for additional tax costs shall be submitted not later than thirty (30) days after the date of acceptance of the work.

Where the Contractor benefits from a change in Canadian federal or provincial taxes, the Contractor shall submit to the Engineer a statement of such benefits. This statement shall be submitted no later than thirty (30) days after the date of acceptance of the work.

The Engineer reserves the right to make deductions from regular progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be set-off from Contract payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs, at which time the final payment adjustment will be determined.

12. EMPLOYMENT

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

- .1 Employ only residents of Canada unless required for specialized work;
- .2 Adhere to the Ontario Employment Standards Act with respect to all rights and responsibilities of employees and employers;
- .3 In employing persons, refrain from discrimination against any person as per the Canadian Human Rights Act, for any reason including but not limited to gender, ethnicity, sexual orientation, religious views, or political affiliations; and
- .4 Give preference to local labour if it is necessary to augment regular labor forces.

13. UTILITIES

The Contractor shall be required to locate, cooperate and co-ordinate with any Utility Company whose plant may be affected by the work under this Contract.

The Contractor shall contact the Utility Companies to confirm the exact location, type and configuration of all utilities affected by the work under this Contract. The Contractor shall exercise the necessary care in construction operations and



to take such other precautions as are necessary to safeguard the utilities from damage.

No responsibility will be assumed by the Township with respect to the location and number of existing utilities or services, overhead or underground, which may be encountered during this Contract. The Contractor must satisfy himself as to the locations of all such services and items which may be disturbed by the work, and the cost of locating, protecting and temporarily supporting such facilities shall be included in the price tendered. There shall be no extra payment to the Contractor for this work.

The Contractor shall be responsible for any unauthorized disruptions of service and any damage to utilities arising out of the work. The cost of protective measures, together with the cost of restoring the lines to their original state and location, will be at the expense of the Contractor and will be billed to the Contractor by the utility company.

14. STORAGE AREAS

The Contractor shall obtain the approval of the Township prior to designating areas within the building or site for storage of equipment and/or materials, and erection of site offices and sheds.

If additional property outside the site is required for such purposes, the Contractor shall make their own arrangements at no additional cost to the Township.

15. CO-ORDINATION MEETINGS

The Contractor shall attend such meetings with the Township and other Contractors on site as may be required by the Engineer to co-ordinate services affected by the Contract.

16. EMERGENCY MEASURES

The name, address and telephone number of a responsible Official of the Contractor shall be provided to the Engineer at award of the contract. This Official shall be always available and have the necessary authority to mobilize workers and machinery and to take any action as directed by the Engineer in case emergency measures are required.



17. SPILLS REPORTING

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 Engineer and to the Ministry of the Environment Spills Action Centre at 1-800-268-6060. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act.

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

18. WASTE MANAGEMENT

Prior to the commencement of work, the Contractor must provide a document to the Township identifying the construction/demolition material to be landfilled, recycled, reused, or resold and the location at which these activities will occur. It is the responsibility of the Contractor to ensure that the construction/demolition material is managed in accordance with the relevant legislation.







