

FEBRUARY 2021

**OPEN CALL FOR TENDER #2021-001:**

**ROOF REPLACEMENT**

**FOR**

**WINDSOR PORT AUTHORITY**

**3190 SANDWICH STREET**

**WINDSOR, ONTARIO**

**N9C 1A6**



Consultant

Remlap Building Services Inc.  
1407 Gore Road, RR1 – Harrow Ontario N0R 1G0

**ROOF REPLACEMENT  
WINDSOR PORT AUTHORITY  
3190 SANDWICH STREET, WINDSOR ONTARIO**

---

**TABLE OF CONTENTS**

	<b><u>PAGE NUMBER</u></b>
<b>INFORMATION FOR TENDERERS</b>	
1.1 Location and Description of Work	1
1.2 Pre-Tender Site Meeting	1
1.3 Closing Date	1
1.4 Tender Opening Date	1
1.5 Tender Requirements	1
1.6 Acceptance or Rejection of Tenders	2
1.7 Addenda	2
1.8 General Liability Insurance	2
1.9 Bonding Requirements	3
1.10 Drawings	3
1.11 Award of Contract and Commence of Work	3
1.12 Completion Date	3
1.13 Holdback	3-4
1.14 Right of The Owner	4
1.15 Examination of Documents and Site	4
1.16 Discrepancies and Omissions	4
1.17 References	4
1.18 General Conditions and Requirements	5
1.19 Products	5
1.20 Harmonized Sales Tax	5
1.21 Subcontractors and Suppliers	5
1.22 Incidental Costs	5
1.23 Labour Conditions	5
1.24 Additional Information	5
1.25 Interference to Present Operations	6
1.26 Additional Work to Contract	6
1.27 Ability and Experience of Tenderer	6
1.28 Requirement at Time of Execution	7
1.29 Commencement	7
1.30 Prime Contractor	7

**Attachments:**

1. Tender Form
2. Technical Specifications

## **1.1 Location and Description of Work**

The project site is located at the **3190 Sandwich Street, Windsor Ontario**  
The work consists of roof replacement at the above subject site.

## **1.2 Pre-Tender Site Meeting**

A Mandatory Site Meeting with the Consultant will be conducted at the above location on **MONDAY FEBRUARY 8<sup>TH</sup>, 2021 AT 1:00 PM**. No provisions will be made for failure to attend this meeting.

## **1.3 Closing Date**

Sealed tenders shall be submitted to the attention of: Patricia Leblanc-Jaeger  
Director of Finance and Administration  
Windsor Port Authority  
3190 Sandwich St  
Windsor, Ontario

**And to be dropped off at the above-mentioned address NO LATER THAN MONDAY FEBRUARY 22<sup>ND</sup>, 2021 before 11:00:00 AM.**

**Due to current COVID restrictions, there will be no public opening of the sealed bids.**

## **1.4 Tender Opening Date**

The sealed tenders will be opened by the **Windsor Port Authority** following the closing date and time. The list of bids, and bid prices, will be released upon request. The successful award of tender will be made following verification of credentials, and documentation.

## **1.5 Tender Requirements**

Tenders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

The bid must not be restricted by a statement added to the Tender Form or a covering letter to the Tender Form. All blank spaces on all Tender Forms must be filled in. The Tenderer shall give the Total Tender Price both in words and in figures and except as is otherwise specifically permitted in the form of tender.

Adjustments by telephone, telegram, facsimile, or letter to a Tender already submitted will not be considered. A bidder desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later Tender submission.

The Tender Form must be signed in the space(s) provided on the form, with the signature of the bidder or the signing officer(s) as designated by Letters Patent of a corporation bidding. If a joint bid is submitted, it must be signed on behalf of each bidder. In the case of a corporation, the corporate seal must be affixed to the Tender Form.

Erasures, overwriting, or strike-outs must be initialed by the person(s) signing the Tender Form.

The Tenderer shall not complete the Form of Agreement at the time of submission of the Tender. This agreement is included for informational purposes only.

## **1.6 Acceptance or Rejection of Tenders**

The Owner reserves the right to reject any or all Tenderers or to waive or not to waive any informality, as it may deem advantageous.

The lowest tender may not necessarily determine the successful tendered, as qualifications and the stated length of time to complete construction will also be considered.

The Owner shall not be responsible for any liabilities, costs, expenses; loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance of the non-acceptance by the Owner or by reason of any delay in the acceptance of a tendered same as provided in this Contract.

## **1.7 Addenda**

Interpretations will be made in reply to queries from bidders only in the form a written addendum.

When it becomes necessary to revise, delete, substitute, or add to tendering material for a contract under call, the Consultant shall approve the issuance of an addendum.

A copy of the addendum notice shall also be attached to each tender form not yet distributed.

If an addendum notice is prepared too late to allow notification by email prior to the contract closing time, in addition to providing the notice, each Contractor or Supplier who obtained tender forms for the contract shall either be notified of the revision by email or by direct delivery by hand of the addendum. An addendum found to be necessary within two working days of the time at which the tenders are to be opened will either be withheld and negotiated with the successful tendered or else the tender closing date will be postponed.

The addenda received by the Tenderer shall be completed by the Tenderer filling in the Identity Clause and shall then be inserted in the Tender Documents.

If addenda are issued before the prospective Tenderer takes out the Documents, the Owner shall so indicate by filling in the number of addenda which has been issued in the appropriate blank space on the Tender Form. The Tenderer shall check that their documents contain all addenda and shall alter the number in the Tender Form, according to the final number of addenda issued.

In the event that a Tender has been submitted prior to the issuance of an addendum, the Tenderer will take back their Tender and make the necessary alterations before resubmitting it.

## **1.8 General Liability Insurance**

The minimum amount of liability insurance to be maintained while the Contract is in force will be \$5,000,000.00 (five million dollars) and be submitted within ten (10) days of the signing of the agreement, as outlined within the general conditions with **Windsor Port Authority** listed as an additional insured.

## **1.9 Bonding Requirements**

A Performance Bond for 100% of the Total Tender Price (excluding HST), a Maintenance Bond of 100% of the Total Tender Price (including HST) and a Labour and Material Bond for 50% of the Total Tender Price (excluding HST) issued by an approved Guarantee Company must be furnished by the Contractor when the Contract is signed. The dollar limit noted herein does not relieve the successful Tender from any and all obligations which he may have regarding the full payment of all labour and material used in the completion of the work.

The Contractor will have the option of providing a 100% Performance Bond which shall include provisions suitable to the Owner to cover the maintenance period. This may be submitted in lieu of a separate Maintenance Bond.

## **1.10 Drawings**

### **R-1 – Key Roof Plan**

**D-1 – Perimeter**

**D-2 – Roof Top Unit Detail**

**D-3 – Exhaust/Relief Fan Detail**

**D-4 – Roof Opening to be Covered Over**

**D-5 – Radio Antenna Detail**

**D-6 – Roof Drain Detail**

**D-7 – Vent Pipe Stack/Exhaust Vent Detail**

**D-8 – Gooseneck Exhaust Fan Detail**

## **1.11 Award of Contract and Commencement of Work**

The tenders will be reviewed and upon this review the Owner will award the contract pending approval of budget and sufficient funds.

## **1.12 Completion Date**

Works of this Contract shall be completed sixty (60) days following the award of contract unless otherwise stated at that time by the Owner.

## **1.13 Holdback**

Progress Payments shall be subject to a holdback of ten percent (10%) (in accordance with the requirements of the Construction Lien Act) of the price of the services and materials which have been supplied.

In addition to the ten percent (10%) holdback, the Owner may withhold a sufficient and reasonable sum, as determined by the Consultant, until uncompleted work is finished or deficiencies in any part of the constructed works are rectified.

The Contractor agrees that any complaints from the public that remain unresolved will be grounds for the Owner to refuse to release the holdback.

---

Provided that no liens are registered against the project, holdback monies will be released in accordance with the Construction Lien Act and after the following required documentation has been submitted by the Contractor.

- a) ***Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB)***
- b) ***Publication of the Certificate of Substantial Performance in the Daily Commercial News.***
- c) ***A Statutory Declaration stipulating that all accounts with regard to the Contract have been settled.***
- d) ***A Contract Release agreeing to the final measured quantities and the Final Contract Amount.***

#### **1.14 Right of the Owner**

The Owner reserves the right to reject any or all tenders and the right to cancel any portion of the work described in the contract documents without any claim whatsoever because of such cancellation.

#### **1.15 Examination of Documents and Site**

Fact of tendering certifies that Tenderer has carefully examined all Contract Drawings and Specifications, familiarized himself with all work required and examined and satisfied himself as to the nature of the following:

- A. The Site.
- B. The work, materials to be removed, materials to be supplied, means of access, condition, nature and position of existing buildings, sidewalks, obstructions, sewers, gas, water, steam, telephone and electrical services, and every other condition which may affect tendering or execution of work within site.
- C. No extra payment will be allowed for additional work arising from conditions which could have been determined, had a proper examination been made or where the Contractor claims that they were uninformed as to any provisions or conditions intended to be covered by the Contract.

#### **1.16 Discrepancies and Omissions**

Should a Tenderer find discrepancies in (or omissions from) the Drawings, Specifications or Other Documents, or should they be in doubt as to its meaning, they shall notify Remlap Building Services before the Tender Closing Date. Remlap Building Services will review all questions with the Owner and, if necessary, issue written instructions in the form of an addendum which will become part of the Contract Documents.

Neither Remlap Building Services nor the Owner will be responsible for any verbal instructions.

#### **1.17 References**

The Owner reserves the right prior to award of the Contract to require that a Tenderer furnish details such as the value, nature and name of the Consultant-in-charge for a least three contracts which the Tenderer has recently or is currently carrying to completion. The contracts described should preferably be similar, regarding both type and size, to this Contract.

### **1.18 General Conditions and Requirements**

The Contractor and their Subcontractors are required to read and adhere to all Conditions and Requirements listed in this document.

### **1.19 Products**

Products and materials for this work will be new, conform to applicable specifications, and be supplied by the Contractor, unless otherwise noted.

### **1.20 Harmonized Sales Taxes**

The Contractor should be aware of his responsibility for payment to Revenue Canada for the Harmonized Sales Tax. The Contractor will be required to calculate and include the following:

- a) Tender Price (excluding HST)
- b) Total Tender Price (including 13%HST) Item (b) above will be considered as the Contract Tender Price. For the purpose of evaluating Tenders, Item (b) **must** be the Tender Price plus 13%. If a Percentage other than 13% is added, the Tender will be assumed to be in error.

### **1.21 Subcontractors and Suppliers**

Where noticed in the Tender Form, the Tenderer shall list names and addresses of Subcontractors and/or suppliers and the portion of work allotted to each. One Contractor or Supplier only shall be named for each portion and no others may then be substituted for these so names without written approval of the Project Manager.

### **1.22 Incidental Costs**

The following is a partial list of items, the cost of which is to be included in the unit costs of tender items. Additional payments will not be made for the following items.

- A. Cost of all permits and fees.
- B. Cost of providing and maintaining barriers.
- C. Cost of removing, storing, and relocating to a temporary and/or final location of site features and other minor obstructions interfering with the construction of the works.
- D. Cost of project signs.

### **1.23 Labour Conditions**

Labour conditions, as set out by the Ministry of Labour, must be adhered to during the course of this project.

### **1.24 Additional Information**

If any additional information is required on this project, please contact the Project Consultant: **Mr. Chris Palmer, Remlap Building Services, (Telephone 519-818-6655).**

### **1.25 Interference to Present Operations**

- A. It is the intention of the Owner to continue to fully operate the building(s) twenty-four hours per day, seven days per week during the entire duration of the construction period.
- B. The Contractor must consult with the Consultant regarding scheduling of building operations and alterations to eliminate any interruptions of existing building services including Heating, Air Conditioning, Electricity, Fire Protection, Lightning Protection, Water Service, Sewage Disposal, Telephone Service, Communication Systems, Security Systems, and Access into/out of and through the building and site. Any damage to the Owner's property due to vandalism or the Contractors' negligence shall be the responsibility of the Contractor.  
  
***Note:** The above-mentioned utilities, services, and systems must be kept in operation at all times. The Contractor shall be held financially responsible for all damages caused by interruptions to the utilities, services, and systems.*
- C. The Contractor shall not interfere with the operation of the building in any way unless prior written authorization has been obtained from Owner.
- D. The Contractor shall be responsible for the security of the building during the construction period, as well as maintaining the existing building services.
- E. The Contractor and Subcontractors will be responsible to provide immediate service and emergency personnel and equipment if necessary, to keep vital functions affected by their work in operation so that the normal scheduling may continue uninterrupted during all the work, all at no extra cost to the Owner.
- F. The Contractor is to ensure that the condition of the contents within the interior of the building remain in its' current state at all times. Any damage caused to the contents within the interior of the building will be the responsibility of the Contractor.

### **1.26 Additional Work to Contract**

- A. The Contractor shall submit all price changes in writing showing a complete breakdown of material and labour cost with a percentage covering profit cost at six percent (6%) and an office overhead cost at four percent (4%). On work deleted from the contract, the Contractor's credit to the Owner shall be the estimated cost of the work less zero percent (0%).
- B. Acceptance of extra cost shall be authorized by the Owner in writing by means of a written Change Order.
- C. Any work which may be in process or completed by the Contractor or Subcontractors without written authorization from the Consultant will not be given consideration for payment by the Owner.

### **1.27 Ability and Experience of Tenderer**

It is not the intention of the Owner to award this Contract to any tenderer who does not furnish satisfactory evidence that he has ability and experience in this class of work and that he has sufficient capital and plan to enable him to execute and complete it in the time stated in the Contract. As a minimum, the Contractor shall provide proof of successful completion of at least five (5) similar projects of the same or greater size and complexity. The inability of the Contractor to provide this proof of experience may be reason to disqualify the Contractor's Tender.



### **1.28 Requirement at Time of Execution**

- A. Subject to an award of the Contract, by the Owner, the bidder is required to submit the following documentation in a form satisfactory to the Consultant within five (5) working days after being notified to do so in writing by the Consultant:
1. **Executed Agreement.**
  2. **Insurance Documents in compliance with the Bid Documents.**
  3. **Certificate of Clearance from the Workmen's Compensation Board.**
  4. **Safety documentation.**
  5. **Photocopies of Purchase Orders issued to Subcontractors and Suppliers.**
- B. If the Bidder, for any reason, defaults or fails in any matter or thing referred to under "Requirements at time of Execution", the Owner shall be at liberty to retain the money deposited by the Bidder with the Owner as liquidated damages and to accept another Bid or carry out the work in any way the Owner in its sole discretion, deem best.

### **1.29 Commencement**

- A. The Contractor shall not commence work until written authorization is received.

### **1.30 Prime Contractor**

- A. For the purposes of this Contract, the successful Contractor shall be the prime contractor and shall co-ordinate and be responsible for the work and safety of all trades. He/she shall obtain and include in the overall Bid price, the costs of work by all trades and any administrative cost incurred in the fulfillment of this responsibility, including but not exclusively, compliance with all site safety programs, applicable laws, regulations, permits and inspections.