



Request for Tender for:  
TOWN OF GANANOQUE – Construction Services for Town Hall Baseball Hardball  
Diamond

TENDER NUMBER CS-2021-05

Sealed tenders, clearly marked “TOWN OF GANANOQUE – Construction Services for Town Hall Baseball Hardball Diamond” will be received by the Town of Gananoque until **Tuesday October 5, 2021**, at 1:00 PM at the Town of Gananoque administration office, 30 King Street East, Gananoque, ON.

Details and copies of the Request for Proposal documents will be available via [www.gananoque.ca/town-hall/tenders-and-rfps](http://www.gananoque.ca/town-hall/tenders-and-rfps) as well as through [www.biddingo.com](http://www.biddingo.com)

The Town of Gananoque reserves the right to reject any or all tenders.

**NOTES TO RESPONDENT**

RFT NUMBER: CS-2021-05

RFT FOR: TOWN OF GANANOQUE  
Construction Services for Town Hall Baseball Hardball  
Diamond

REGISTRATION: No registration is required. Any and all addendums will be available through [www.gananoque.ca/town-hall/tenders-and-rfps](http://www.gananoque.ca/town-hall/tenders-and-rfps) as well as through [www.biddingo.com](http://www.biddingo.com) and must be included and referenced when submitting your tender.

**SITE VISIT:** Mandatory YES  
Date: Thursday, September, 30 2021  
Time: 10:00 AM  
The site visit will be at 30 King Street East (Behind Gananoque Town Hall), Gananoque.  
Meet on the north side of the existing ball diamond, near the parking area.

RFT CLOSING: Date: Tuesday, October 5, 2021  
Time: 1:00 PM  
Location: 30 King Street East  
Gananoque, ON K7G 1E9

RFT OPENING: Date: Tuesday, October 30, 2021  
Time: 1:05 PM  
Location: 30 King Street East  
Gananoque, ON K7G 1E9  
Note: Due to COVID-19 restrictions the opening will not be open to the public.

CONTACT FOR RFT: Doug Wark, Manager of Community Services  
Town of Gananoque  
613 382-2149 ext.1127 or [recmanager@gananoque.ca](mailto:recmanager@gananoque.ca)

SUBMIT COMPLETED RFT TO:  
**TENDER NUMBER CS-2021-05:**  
TOWN OF GANANOQUE "Construction Services for Town Hall  
Baseball Hardball Diamond"  
30 King Street East, Gananoque, ON, K7G 1E9  
Attention: Melanie Kirkby, Treasurer

Table of Contents

I.	GENERAL CONDITIONS.....	4
	Interpretation .....	4
	Indemnity .....	4
	Sub-Contractors.....	4
	Permits and By-Laws .....	4
	Ontario Labour Conditions and Regulations .....	4
	Commencement and Condition .....	5
	Taking the work out of the Contractors hands .....	5
	Protection.....	5
	Loss or damage to material or equipment.....	5
	Materials.....	5
	Co-operation.....	5
	Supervision and Workmanship.....	5
	Hours of Work .....	5
II.	PRE-SUBMISSION TOUR/MEETING .....	5
III.	QUESTIONS CONCERNING RFT.....	6
IV.	PREPARATION AND SUBMISSION OF TENDERS .....	6
	General Information and Deadline.....	6
V.	EXPENSE OF SUBMITTAL PREPARATION .....	7
VI.	DESCRIPTION OF PROCUREMENT PROCESS.....	7
	Town Rights and Options .....	7
VII.	REVIEW / EVALUATION .....	7
VIII.	PROVISIONS OF THE AGREEMENT .....	8
IX.	SITE LOCATION .....	9
X.	SCOPE OF SERVICES.....	9
XI.	TENDER SUBMISSION.....	10

Gananoque, in the heart of the 1000 Islands, is recognized as one of Eastern Ontario's most stunning waterfront communities. It has truly developed into a world-class destination for travelers, businesses, and residents.

The Town of Gananoque (hereinafter referred to as the 'Town') is issuing this Request for Tender (RFT) to solicit services as outlined in the Scope of Services

All Bidders are expected to understand the scope of work and the site conditions and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their Tender.

This request is issued in accordance with the provisions of the laws of Canada and Ontario, invites qualified firms to submit Tenders to provide the services described. Subject to approval by the Town, the initial contract term under consideration is presumed complete upon substantial completion of general repairs.

## I. GENERAL CONDITIONS

### ***Interpretation***

If any questions arise regarding meaning, intent or other matter required by the contract, the question shall be decided by the Towns representative.

### ***Indemnity***

The contractor shall indemnify and save harmless the Town and its respective officers and agents from all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, occasioned by or attributed to the activities or omissions of the contractor or those for whom the contractor is responsible in performing the contract.

### ***Sub-Contractors***

The contractor will not be allowed sub-contractors for this work unless authorized by the Towns representative.

### ***Permits and By-Laws***

The contractor agrees to abide by all laws, rules, regulations, by-laws, legal requirements and codes covering the class or character of the work to be executed including but not limited to Workers Compensation, Employment Insurance, Fair Wage Program, as applicable and to pay all costs in connection with same. The contractor is required to obtain all applicable permit associated with the works.

### ***Ontario Labour Conditions and Regulations***

Persons employed on the work must be fully qualified to perform the work required. The contractor will comply with the provisions of the Ontario Contracts Hours and Wages Act, the Construction Lien Act (1999), Employment Standards Act and the Ontario Health and Safety Act. The contractor shall comply with Ontario Regulation 644/88 – Workplace Hazardous Information System (WHMIS) wherever and whenever controlled products are used within the scope and duration of this contract. Contractors working on the Town property in any capacity are responsible that their employees work in strict accordance with the Occupational Health and Safety Act and all its pertaining regulations. Failure to comply with the Act and regulations made under the Act will be deemed to be failure to comply with the terms of the contract. The

Town may, without further authorization or authority, take all or part of the work out of the contractor's hands as described in the general Conditions.

***Commencement and Condition***

The work shall commence immediately after written instructions are given to proceed by the Town's Representative, and shall be completed within the time specified.

***Taking the work out of the Contractors hands***

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the work, abandons the work or has otherwise failed to perform any of the provisions of the contract, the Town may, without previous notice and without process or suit of law, take the work out of the hands of the contractor within 20 days written notice and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Town may use all monies due on the contract to correct or complete the work.

***Protection***

The contractor shall provide adequate protection to the public, property, work and any other areas from damages, theft or vandalism until the work is accepted.

***Loss or damage to material or equipment***

The contractor shall be solely responsible for loss or damage to the contractor's materials or equipment.

***Materials***

All materials, products and equipment supplied for the work shall be new, of the best quality and as far as possible, unless otherwise specified, of Canadian origin and manufacture.

***Co-operation***

Co-operate with the Town and arrange for all work to be completed, and report in writing to the Property Co-coordinator any difficulties encountered in completing the work.

***Supervision and Workmanship***

Execute work in the most efficient manner and in accordance with the directions and to the satisfaction of the Town; employ a competent person(s) and ensure that only trained persons are employed. All work shall be executed by qualified/skilled trade personnel.

***Hours of Work***

Work will be carried out between the hours of 8:30 am and 4:30 pm Monday through Friday unless otherwise approved by the Property Coordinator and/or Department Manager or otherwise indicated in the Scope of Work.

**II. PRE-SUBMISSION TOUR/MEETING**

If there is a mandatory pre-submission tour/meeting it will be described on the NOTES TO RESPONDENT. If there is more than one site, a representative will be on hand at each site to review the Scope of Services. Attendance will be taken at each site tour. All interested parties are required to attend the mandatory site tour(s) and sign the attendance sheet(s) provided by the Town to be qualified to submit a bid for each of the respective Part(s). If you do not attend the site meeting(s), and sign the attendance sheet(s), you will not be eligible to submit a bid for the

respective “Part(s)”. In other words, if a Bidder is only interested in bidding on Part a, they are not required to attend the site tours, and sign the attendance forms, for Parts b, c etc. Although the Town will not be obligated to accommodate any additional requests for a tour/meeting, the Town reserves the right to schedule an additional meeting if extenuating circumstances apply. The Town shall do so at its sole discretion based on the circumstances.

### III. QUESTIONS CONCERNING RFT

1. Only questions received by the Town in writing will be acknowledged. All correspondence shall be sent to the Contact for this RFT as outlined on the NOTES TO RESPONDENT.
2. No interpretation or clarification of the meaning of any part of this RFT will be made orally to any respondent.
3. If any respondent has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document or otherwise requires clarification, such matters should be submitted in writing to the Contact of Tender named on the NOTES TO RESPONDENT at least five (5) business days prior to the Tender due date noted on the cover page in order that Town staff may have sufficient time to respond. The Town cannot guarantee a response to any questions received after this deadline. The Town reserves the right to extend the deadline for questions if required
4. Copies of all questions and answers, and any addenda to supplement the tender, will be posted on the Town’s website and/or emailed no later than four (4) business days prior to the proposal due date. Only formal written responses to properly submitted questions will be binding on the Town. Any such clarifications or addenda shall become part of this tender.
5. Contact with Town of Gananoque officials other than the Contact of Tender or his/her designate on the NOTES TO RESPONDENT, is not allowed and will be considered as grounds for disqualification from the selection process.

### IV. PREPARATION AND SUBMISSION OF TENDERS

#### ***General Information and Deadline***

Respondents are requested to submit one original, one digital (usb, CD etc.) and two (2) hardcopies of the Proposal to the individual named under “SUBMIT COMPLETED PROPOSALS TO” in the NOTES TO RESPONDENT. Bidders must acknowledge the addendum(s) issued by including all addendum(s) to the submission of tender.

**Late Tenders will not be accepted and will be returned to the originator unopened.**

Respondents are required to organize the information requested in this RFT in accordance with the format outlined. Failure by the respondent to organize the information required by this RFT as outlined may result in the Town, at its sole discretion, disqualifying the respondent from further consideration. Narrative pages are to be 8.5” x 11” inches in size.

## V. EXPENSE OF SUBMITTAL PREPARATION

The Town accepts no liability for the costs and expenses incurred by the respondents in responding to this RFT, preparing responses for clarification, attending site meetings/ interviews, or participating in contract development sessions or meetings and presentations required for the contract approval process. Each respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Town for the costs and expenses associated with the procurement process.

## VI. DESCRIPTION OF PROCUREMENT PROCESS

### ***Town Rights and Options –***

The Town, in its sole discretion, reserves the following rights:

1. Supplement, add to, delete from or change this solicitation document;
2. Reject any or all Tenders or information received pursuant to this RFT;
3. Cancel this RFT at any time, with or without the substitution of another RFT;
4. Request additional data or information after the submittal date, if such data or information is considered pertinent to aid the review and selection process;
5. Conduct investigations with respect to the qualifications and experience of each respondent. This includes investigating references that may not be listed in the proposal;
6. Take any action affecting the RFT or the services or facilities subject to this RFT that would be in the best interests of the Town;
7. Require one or more respondents to supplement, clarify or provide additional information in order for the Town to evaluate the Tenders submitted.

## VII. REVIEW / EVALUATION

1. The Town of Gananoque reserves the right to select contractors based on pricing, performance and availability.
2. Upon selection of the finalist, the Town may, if necessary, begin scope clarifications, draft contract revisions, and final price negotiations in order to comply with the budget set out for this activity. Should the negotiations fail to result in an executed contract with the preferred respondent, the Town of Gananoque may, in its sole discretion, elect to terminate negotiations with the preferred respondent and begin negotiations with the second most preferred respondent (and so on) or cancel the procurement process.



3. Prior to commencing any work, the successful respondent will be required to enter into a contract with the Town. Price adjustments to reflect process and/or scope modifications may be negotiated after selection by the Town.
4. Copies of all questions and answers, and any addenda to supplement the tender, will be posted on the Town's website, at [biddingo.com](http://biddingo.com) and/or emailed no later than four (4) business days prior to the tender due date. Only formal written responses to properly submitted questions will be binding on the Town. Any such clarifications or addenda shall become part of this tender.
5. The lowest cost Tender may not necessarily be accepted.
6. The acceptance and award of a Tender will be subject to the approval of the Council for the Corporation of the Town of Gananoque.
7. **The Town of Gananoque reserves the right to cancel this RFT or portions thereof at anytime for any reason, prior to an official contract/agreement being signed**

#### VIII. PROVISIONS OF THE AGREEMENT

1. The acceptance and award of a Tender will be subject to the approval of the Council for the Corporation of the Town of Gananoque.
2. The contractor shall take out and keep in force for the duration of the contract a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property. The policy shall name the Municipality as an additional insured hereunder and shall protect the Municipality against all claims for damage or injury including death to any person or persons for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on the part of the contractor or any of his servants or agents during the execution of the contract and the contractor shall, at the request of the Municipality, forward a certified copy of the policy or certificate thereof to the Municipality before the work has started or when requested by the Municipality. The Municipality shall also be included as a name insured under this project.
3. The Contractor is required to provide a WSIB clearance certificate with the tender. The successful contractor is required to provide the WSIB clearance certificate every three (3) months. The contractor shall also submit an Insurance Certificate confirming the contractor's General Liability and Vehicle Insurance Coverage, if applicable.
4. All work to be performed to applicable OPSS standards.
5. The contractor is responsible for obtaining all required locates and approvals prior to commencing work.



6. The contractor shall comply with the Regulations set out in the Ontario Occupational Health & Safety Act, Workplace Safety & Insurance Act, Highway Traffic Act, Town of Gananoque Safety Policy & Procedures and all other applicable bodies.
7. The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Order-In-Council and By-laws which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor
8. The Contractor is required to provide to the Town of Gananoque a Criminal Record Reference Background Check, if requested.
9. The Contractor shall not sub-let or assign any work under the Agreement without prior written consent from the Town.
10. If, in the absolute discretion of the Town, the Contractor is not performing work in a suitable manner and in accordance with the terms of this Agreement, it may dismiss the Contractor upon giving him 45 days' notice in writing.
11. The validity and interpretation of this contract and of each clause and part thereof shall be governed by the laws of the Province of Ontario.
12. For billing purposes payment will be made on a monthly basis. The Town's terms of payment are net thirty (30) calendar days upon receipt of invoice.
13. All invoices shall show the following information:
  - a. Invoice Number
  - b. Date
  - c. Name of Town contact for services performed
  - d. Location of services
  - e. Description of services performed
  - f. Breakdown of materials, equipment used and unit costs
  - g. Signed daily worksheet/report (if applicable)

## IX. SITE LOCATION

Town of Gananoque Town Hall Ball Diamond  
30 King Street East, Gananoque

## X. SCOPE OF SERVICES

The Corporation of the Town of Gananoque is soliciting submissions from responsible Proponents who have the necessary qualifications and experience to provide the type of services described in this Scope of Services.

- 1.1 See the attached:
  - .1 Construction Drawings
  - .2 Specifications
  - .3 Special Provisions – Tender Items
  - .4 Form of Tender

- 1.2 Schedule:
- .1 All work shall be completed as follows:

Project Mobilization	October 11 <sup>th</sup> , 2021
Fall Project Completion	December 23 <sup>rd</sup> , 2021
Spring Sodding/Project Completion	May 20 <sup>th</sup> , 2022
- 1.3 The following shall be submitted with the RFQ:
- .1 Detailed listing of construction cost via the Form of Tender provided.
  - .2 Schedule for the work.

The successful contractor shall provide all labor, materials and equipment required to complete all assigned work as outlined in the specifications and special provisions.

The successful contractor shall guarantee their workmanship and be in compliance with all applicable codes. The contract warranty period for materials and also labour shall be one (1) year from date of invoice.

## XI. TENDER SUBMISSION

RFT NUMBER: CS-2021-05

RFT FOR: TOWN OF GANANOQUE  
Construction Services for Town Hall Baseball Hardball  
Diamond

I/We the undersigned have read and understand this Tender document, and herewith agree to perform the Scope of Work required in accordance with the Tender document issued by Procurement Services, at the price(s) listed below:

We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our tender submission is correct.
3. Except as expressly and specifically permitted in the instructions to Proponents, we shall not have any claim for any compensation of any kind whatsoever, as a result of participating in this bid, and by submitting a bid we shall be deemed to have agreed that we have no such claim.
4. To the best of my/our knowledge and belief our bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud
5. To the best of my/our knowledge and belief no member of the Council and no officer or employee of the Corporation of the Town of Gananoque is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, or in the supplies, work, or business



to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.

6. My/Our bid submission will remain open for acceptance for a period of 60 (sixty) calendar days after opening of the bids and the Corporation of the Town of Gananoque may at any time within this period accept our bid submission.

The check boxes below  are included for the convenience of the applicant only to ensure submission is complete.

**LIABILITY INFORMATION:**

WSIB No.		<input type="checkbox"/>
Insurance Policy No.		<input type="checkbox"/>
Insurance Company	Insurance Agency (If Applicable)	<input type="checkbox"/>
Public Liability & Property Damage Insurance in the amount of: \$5,000,000.00 (million) minimum. (Include current copy of Public Liability and Property Insurance.		

**WARRANTY (if applicable):**

The Contractor shall provide a full statement of the warranty. This warranty should clearly describe the terms under which the Contractor accepts responsibility for the cost to repair defects caused by faulty design, quality of work or material and for what period of time after delivery.	<input type="checkbox"/>
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**CERTIFICATIONS (if applicable):**

The Bidder is required to provide all applicable Trade Certifications with their tender.	<input type="checkbox"/>
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**SUBCONTRACTORS:**

Are there any sub-contractors being used?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
If yes, Please identify: (include phone/email information and any other qualifying details)		

**EXPERIENCE OF SIMILAR WORK:**

Indicate experience of services provided within the last three (3) years similar to the scope of work identified in this Tender. Written references may be required.		<input type="checkbox"/>
Project Description	Name and Address:	Contact Reference: Phone/Email



Canadian Gateway to the 1000 Islands


Pursuant to Section 29(1(a) of the Municipal Freedom of Information Act,

I \_\_\_\_\_, authorize the Corporation of the Town of Gananoque to contact any person(s)/companies for the purpose of obtaining reference information.

**TENDER BID:**

Use Tender Form Attached.

**ADDENDA:**

The Contractor is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, "None":  Addenda Numbers: _____	<input style="width: 40px; height: 40px; border: 1px solid black;" type="checkbox"/>
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**COMMENCEMENT:**

Date Of Earliest Commencement Of Work Upon Award:  Date: _____	<input style="width: 40px; height: 40px; border: 1px solid black;" type="checkbox"/>
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**SIGNED AND SUBMITTED FOR AND ON BEHALF OF:**

The undersigned hereby acknowledges and agrees that the Scope of Services has been read and is fully understood.		<input style="width: 40px; height: 40px; border: 1px solid black;" type="checkbox"/>
Business Name (please print)	Telephone	
Street Address (please print)	Cell:	
City/Town and Postal Code	Facsimile:	
Title of Authorizing Representative:	Print Name:	
Date:	Signature:	
Your completion of this form confirms acceptance of the Town of Gananoque Terms and Conditions. Proponents who impose restrictions on their bid using a qualifying statement risk having their bid rejected.		