

## **The Municipality of the District of St. Mary's**

8296 HWY 7

PO Box 296

Sherbrooke, NS

B0J 3C0

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# **TENDER**

## **“Recplex Repairs- 2023”**

**Issued Date:** June 21<sup>st</sup>, 2023

**Deadline for Tenders:** July 7<sup>th</sup>, 2023 at 4pm



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## 1. Introduction

The Municipality of the District of St. Mary's is accepting tenders for repairs to the Recplex Facility at 164 Old Road Hill, Sherbrooke NS.

## 2. Scope of Work and Deliverables

- 2.1 The work will include the provision of all labor, materials and equipment required for the removal and disposal of the current Recplex siding and replace it with on all sections as outlined in **Appendix A- Recplex Drawing** with the following:
  - Steel Siding- Quoted siding material should be 29 gauge and "heron blue" in color or material of equal quality and similar color.
  - R20 Insulation
  - Weather Barrier
  - Strapping
  - Flashing/Trim/Hardware
- 2.2 Quote should include price to remove and replace sills and/or framing with pressure treated 2x6 lumber for deteriorated section measuring approximately 100ft on Side A in **Appendix A- Recplex Drawing**.
- 2.3 If additional sections are found that need to be replaced prior to installation of the siding, the Tender Provider will submit a change order stipulating the area needing repair and its measurements. The Tender Provider will also supply a cost per linear foot for any additional sections (outside of the quoted 100ft) that may need repair and include the price on the **Form A- Tender Form**.
- 2.4 The municipal Director of Public Works can be available to any contractor for a visit to the project site to become familiar with the conditions, character, and extent of work for the purpose of providing a quote.
- 2.5 Once the project has commenced, the work is subject to periodic inspections by the Municipal Building Inspector and/or the Director of Public Works as necessary.
- 2.6 All work must be completed **prior to October 20<sup>th</sup>, 2023**, to be prepared for the seasonal facility opening.

## 3. Submission

- 3.1 The Tender Provider is to submit their tender accompanied by the required information by **July 7<sup>th</sup>, 2023 at 4pm** in person at the Municipal Office at 8296 Highway #7 , by mail to PO Box 296, Sherbrooke, B0J 3C0 and marked on the envelope **Tender: Recplex Repairs** or by email to [marissa.jordan@saint-marys.ca](mailto:marissa.jordan@saint-marys.ca). Tenders submitted past this closing time will not be accepted.
- 3.2 Submissions shall include:
  - **Form A-** Tender
  - Workers Compensation Clearance Letter
- 3.3 The successful contractor will supply the Municipality with a Certificate of Insurance with the

Municipality listed as insured prior to any work commencing.

#### **4. Terms and Conditions**

- 4.1 Tenders received later than the specified closing time will be rejected by the Municipality. The terms and conditions of the Tenders shall remain firm and open for acceptance by the Municipality for a period of thirty (30) days from the date of closing.
- 4.2 Final acceptance of the tender will be subject to the successful negotiation and execution of a written contract meeting the expenditure limits and required terms and conditions acceptable to the Municipality.
- 4.3 The Municipality reserves the right to reject any and all tenders based on the best interest of the Municipality. The Municipality reserves the right to select a tender, in whole or in part, other than the lowest price tender based on any criteria which in its sole and absolute discretion the Municipality deems to be in its best interest.
- 4.4 No verbal agreement or conversation with any officer, agent or employee of the owner either before or after execution of the contract shall affect or modify any of the terms or obligations contained in any of the documents comprising the said contract.
- 4.5 The successful bidder must provide proof of current coverage from the Nova Scotia Workers' Compensation Board or equivalent insurance prior to a contract/purchase order being issued. The contractor shall ensure compliance on their part with the Workers Compensation Act and any regulations there under.
- 4.6 If a health and safety offence has been committed, the onus falls on the contractor to prove that due diligence has been exercised (i.e. did everything it reasonably could –to avoid the offence). If the contractor is found to be working in an unsafe manner, or outside of current legislation, he will be made to stop work immediately.
- 4.7 The Municipality shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Municipality of any response, or by reason of any delay in the acceptance of the response.
- 4.8 The Municipality reserves the right to request Tender Providers to provide additional information and address specific requirements not accurately or adequately covered in their initial submissions.
- 4.9 The Municipality reserves the right to assess the qualifications of the firm to conduct the work and shall be the sole judge as to whether the firm meets the specifications required to complete the Work to the satisfaction of the Municipality.
- 4.10 Payment will be made to the successful Tender Provider by the Municipality within 30 days of submission of invoice by the Tender Provider to the Municipality, for work completed to the satisfaction of the Municipality.

- 4.11 The Municipality may waive minor differences in the tenders provided the differences do NOT violate the tender's intent. No term or conditions shall be implied based on any industry trade practice or custom, any practice or policy of the tender or the Municipality or otherwise, which is inconsistent or conflicts with the provisions contained in this document.

## 5. Indemnification and Insurance

- 5.1 If a health and safety offence has been committed, the onus falls on the contractor to prove that due diligence has been exercised (i.e. did everything it reasonably could –to avoid the offence). If the contractor is found to be working in an unsafe manner, or outside of current legislation, they will be made to stop work immediately.
- 5.2 The Tender Provider will protect, defend and indemnify the Municipality, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Municipality in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Tender Provider, any sub-contractor, or any employee, agent or representative of the Tender Provider.
- 5.3 The Tender Provider shall, at their expense, maintain a commercial liability policy as coverage for services provided under this tender in the amount of at least Two (2) Million Dollars, which shall remain in force for the term of this contract and shall be renewed at least three (3) years after termination.
- 5.4 The successful bidder must provide proof of current coverage from the Nova Scotia Workers' Compensation Board or equivalent insurance prior to a contract/purchase order being issued.
- 5.5 The Contractor must meet all Department of Labour Regulations and ensure compliance on his part with the Workers Compensation Act and any regulations there under.

## 6. Further Information

Any questions in relation to this Request for Tender should be directed to:

**Marissa Jordan, Chief Administrative Officer**

**Phone:** 902-522-2432

**Email:** [marissa.jordan@saint-marys.ca](mailto:marissa.jordan@saint-marys.ca)



# FORM A

## Tender Form

The undersigned bidder has carefully examined the specifications and scope of work, and also visited the premises to become familiar with the conditions, character, and extent of work.

The undersigned bidder has determined the quality and quantity of labour and equipment required and has the capability to comply with the terms and conditions herein described.

The undersigned bidder hereby agrees that in the event of acceptance of the tender, work shall be completed by **October 20<sup>th</sup>, 2023**.

The undersigned bidder further agrees to provide all necessary equipment, tools, and labour which are necessary to complete the work in accordance with the contract and agrees to accept, therefore, in payment in full, in accordance with the specifications, and terms and conditions, the sum of:

**Project Total: \$ \_\_\_\_\_ (all taxes extra)**

**Additional Framing Repairs \$ \_\_\_\_\_/linear ft (all taxes extra)**

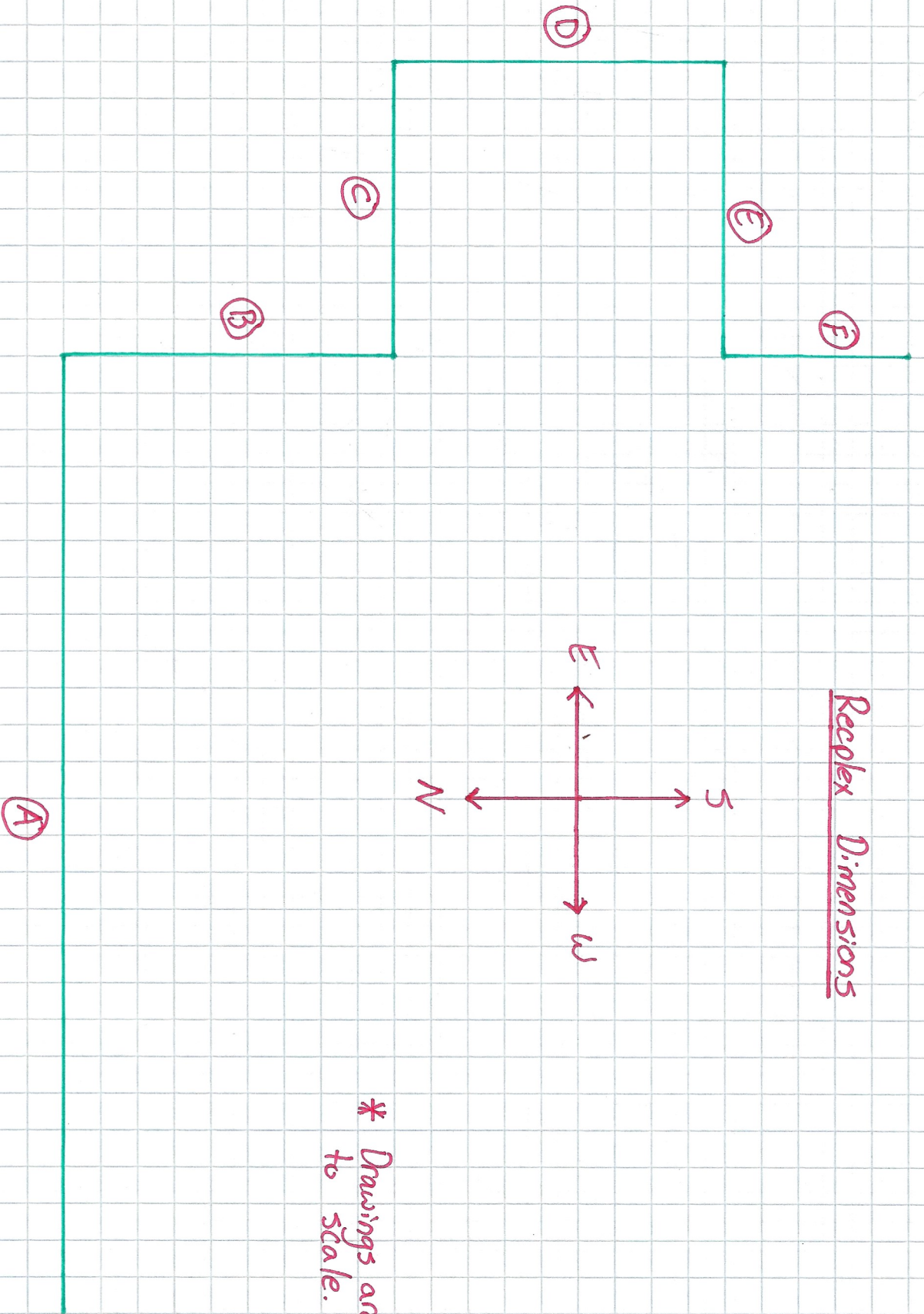
<b>Company Name</b>	
<b>Company Address</b>	
<b>Company Phone</b>	
<b>Company Email</b>	
<b>HST/Business #</b>	
<b>Commercial Insurance Provider</b>	
<b>Warranty on Work</b>	

Name of Representative \_\_\_\_\_

Signature of Representative \_\_\_\_\_

Date \_\_\_\_\_

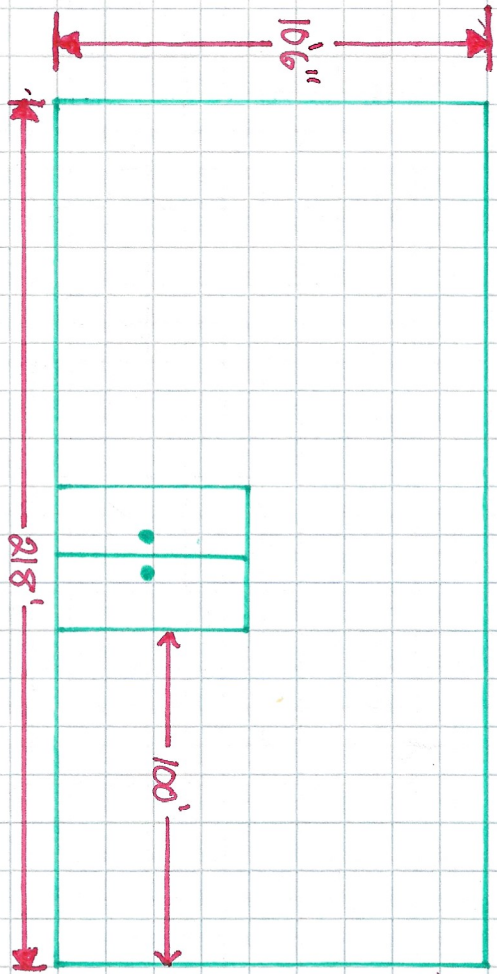
# Appendix A- Recplex Drawings



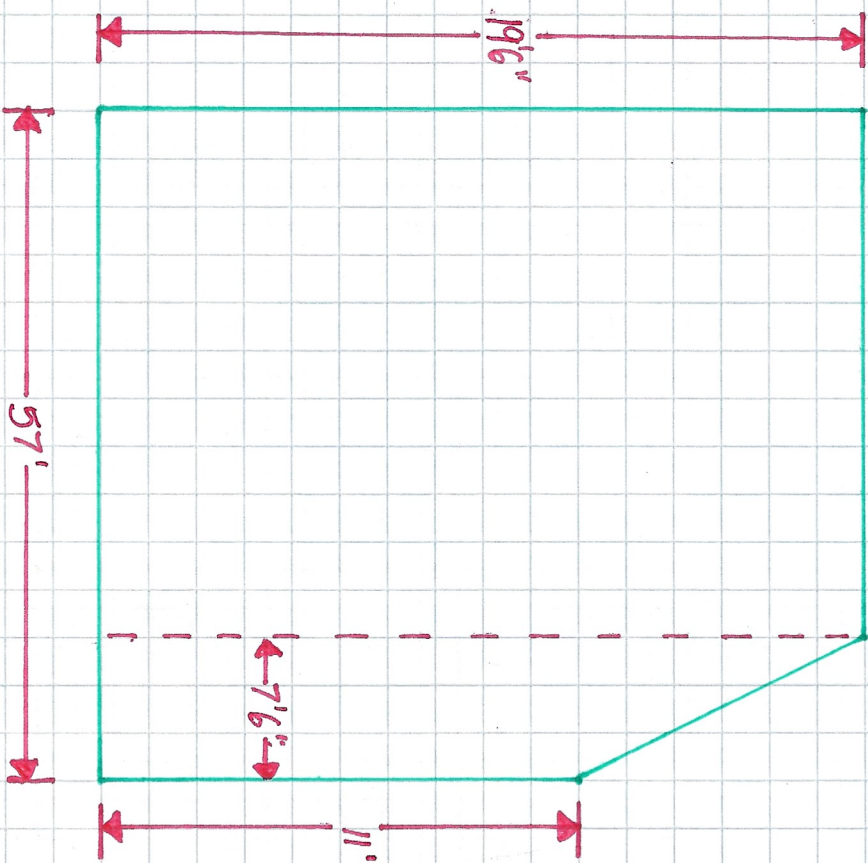
Recplex Dimensions

\* Drawings are not to scale.

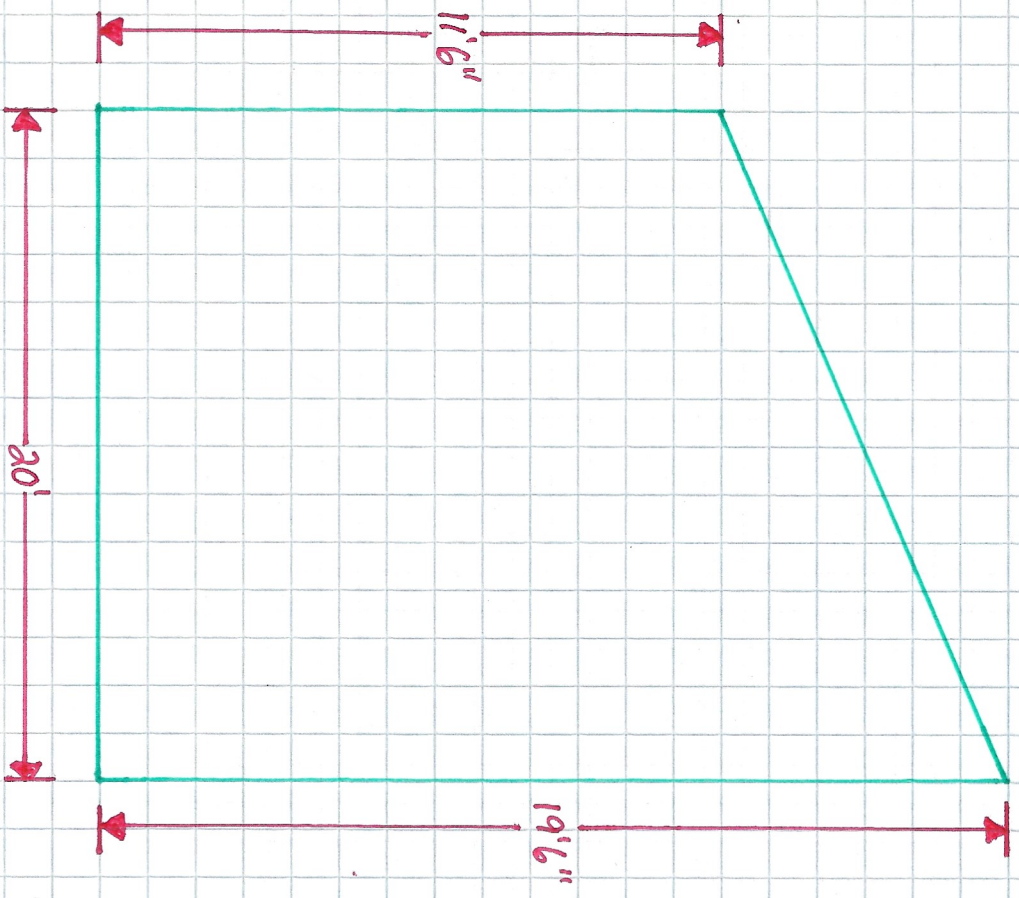
Section A



Section B



Section C



Section D

