



The Corporation of the Town of Smooth Rock Falls

BID NO 2021-322

SEALED BIDS, with the **submission label provided by the Owner affixed to your envelope**, shall be stamped and received by the Corporation of the Town of Smooth Rock Falls,

142 First Ave., Smooth Rock Falls, ON P0L 2B0

No later than (14:00:00 hours) 2:00:00 p.m. local time, on WEDNESDAY APRIL 28TH 2021.

Community Centre Partial Roof Replacement

Bidders should address any discrepancies, errors and/or omissions in the Bid Document, or if they be in doubt as to any part thereof, to the following party:

Shane Skinner
Director of Public Works
705-338-2717 ext. 5
shane.skinner@townsrf.ca

Yves Rochon
Garland Canada, Inc.
705-492-8001
rochon@garlandcanada.com

The Corporation of the Town of Smooth Rock Falls reserves the right to accept or reject any bid, and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

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SECTION 1 - GENERAL CONDITIONS

PART 1 — GENERAL

1.1 DEFINITIONS

- A. The contract document consists of the AGREEMENT, the GENERAL CONDITIONS of the contract, the DRAWINGS and the SPECIFICATIONS, including all revisions hereto.
- B. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof contract is awarded. The term Owner shall be understood to be The Corporation of the Town of Smooth Rock Falls. The term Owner's Representative shall be understood to mean the representative of the primary material manufacturer.
- D. “Addenda or Addendum” means such further additions, deletions, modifications or other changes to any Bid Documents.
- E. “Bid Documents” means collectively all of the documents comprising the Call for Bids, namely Part I to VIII, inclusive.
- F. “Bid or Bid Form” means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Bidder(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Contract with the Owner in the event of award.
- G. “Bid Irregularities” means any Bid that has a Bid Irregularity, Instructions to Bidders.
- H. “Bidder” means the legal entity submitting a Bid or Bid Form.
- I. “Call for Bids” means the Call for Bids on the terms and conditions set forth in the Bid Documents.
- J. “Closing Time” means the time specified in Part 1, Instructions to Bidders, Section 1, by which all Bid submissions shall be received and stamped by the Owner.
- K. “Contract” means the agreement in writing governing the Supply and Services, which has been executed by the Owner and successful Supplier following acceptance by the Owner of the successful Bid submission.
- L. “Council” means the elected Council for the Town of Smooth Rock Falls.
- M. “Responsible Bidder” means a Bidder whose reputation, past, performance, and business and financial capabilities are such that the Bidder would be judged by appropriate authority to be capable of satisfying an organization’s needs for a specific contract. See Award - Consideration for Award.
- N. “Responsive Bidder” means a Bidder whose Bid does not vary from the specifications and terms set out in the invitation for Bids.

- O. Sub Contractor” means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Bidder, and includes both “brokers” and “subcontractors”.
- P. “Supplier” means the successful Bidder to whom the Contract is awarded and undertaking the execution of the Contract.
- Q. “Supply” means to Supply the necessary tools, material, equipment, and product to satisfy the Bid requirements.
- R. “Work” means Work/service performed to meet a demand to comply with the conditions of the Contract, delivery dates, specifications and technical assistance.
- S. “Working Day” means Monday thru Friday inclusive by excluding Saturday and Sunday and any recognized Statutory holiday.

1.2 OWNER'S REPRESENTATIVE STATUS

- A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.3 CONDITION OF SITE

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.5 PROTECTION OF OWNER'S OPERATIONS

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.6 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.
- B. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- C. In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

1.7 MATERIAL STORAGE AND CLEAN-UP

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.
- B. The Contractor shall also remove drippage of bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.
- C. Materials must be delivered with manufacturer's label intact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

1.8 INSPECTION OF WORK

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.

- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be borne by the Owner.

1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. If directed by the Owner's Representative, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly constructed roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at his/her own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Owner's Representative.
- C. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- D. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- E. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- F. The authorized Owner's Representative shall be responsible for:
1. Keeping the Owner informed on a periodic basis as to the progress and quality of the work;
 2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
 3. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
 4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
 5. Supervising the taking of test cuts, and the restoration of such areas;
 6. Rendering any other inspection services which the Owner may designate; and
 7. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.

- G. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

1.10 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.

1.11 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
1. By firm price adjustment;
 2. By cost plus with a guaranteed maximum;
 3. By cost with a fixed fee; or
 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of the each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's

Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.13 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

1.14 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

1.15 LIENS

- A. The Contractor shall, if required by the Owner, furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

1.16 JOB CONDITIONS

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed. There is NO SMOKING allowed on the Owner's property and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- C. The Contractor should be aware of Owner's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building surfaces. Specific locations will be discussed at the pre bid conference.
- D. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they

will not become wet prior to application. Any materials that becomes wet or damaged must be removed from the job-site and replaced at the Contractor's expense.

- E. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- F. No drugs or alcoholic beverages are permitted on the grounds.
- G. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant personnel.
- H. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- I. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- J. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.
- K. The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Owner's Representative will reject any covering method or material which does not adequately protect roofing materials.
- L. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- M. Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored and at the Contractor's expense.
- N. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- O. The Contractor will ensure that all substrates are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.
- P. Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

1.17 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed.

All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.

- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.18 INSULATION

- A. Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, eaves, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back ½" from vertical surfaces and sumps. Insulation shall be protected from the weather at all times. No more insulation shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.
- B. Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Owner.

1.19 ROOF DECK

- A. Contractor shall notify the Owner or Owner's Representative of any unforeseen areas of deteriorated lumber decking. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

1.20 SAFETY

- A. Contractor to adhere to all applicable safety requirements as required by the CSA and Ontario Health and Safety Act including installation of safety rails and fall arrest devices.
- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all safety compliance rules and regulations.

1.21 WORK HOURS AND DAYS

- A. When the Contract is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

1.22 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.23 OWNER'S RULES

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.
- B. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.
- C. THE CONTRACTOR SHALL "HOLD HARMLESS" THE MATERIAL MANUFACTURER, AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.

1.24 SAFETY AND ECOLOGY

- A. The Contractor(s) shall conform to the requirements as designated by the Canadian Federal Government (e.g., O.S.H.A.).

1.25

ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

PART 2 – INSTRUCTION TO BIDDERS

2.1 BID CLOSING TIME

- A. The Bid Form, sealed with the submission label provided by the Owner affixed to your envelope, shall be received; date and time stamped, and be in the possession of The Corporation of the Town of Smooth Rock Falls, no later than 2:00 p.m. (14:00:00 hours) local time, on April 28th, 2021. Late bids shall not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened.
- B. The Corporation of the Town of Smooth Rock Falls Bid Recording Clock determines the Closing Time of the Bid Call.

2.2 BID PREPARATION AND SUBMISSION

- A. All Bids shall be submitted in the Bid format provided by the Owner in the Bid Documents.

- B. The Bid submission label supplied by the Owner affixed to your envelope, shall be used without any extra exterior covering. Bids delivered in person or by a courier service, without the submission label affixed to the envelope, or if the Bid fails to be delivered to the designated location by the Bidder or courier service may be rejected. Bids that are not delivered on time, shall result in the Bid being rejected. Bid Forms submitted and received by facsimile shall not be accepted and shall result in the Bid being rejected.
- C. Courier Service Delivery of the Bid submission Envelope/Package through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where;
1. Bid submission Envelope/Package is delivered to a location other than which is stated on the envelope/package and fails to be delivered to the Community Services Department prior to the closing date and time; and/or
 2. Bid submission Envelope/Package which is enclosed in the Courier Envelope that does not state, "BID DOCUMENT ENCLOSED" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 3. Bid submission Envelope/Package is delivered later than the closing date and time.
- D. Amendments by telephone, facsimile, email or letter to a Bid or Bid Form already submitted shall not be accepted or considered.
- E. The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of a non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.

2.3 BID SECURITY

- A. Bid Security
1. Security comprised of a Bid deposit in the amount of 10% of the contract value, as specified, shall be submitted with the Bid Form and be in the form of a Bid Bond or certified cheque made payable to "The Corporation of the Town of Smooth Rock Falls" (photocopies or facsimiles shall not be acceptable) as security for the execution and delivery of the Contract and the provision of the required bonds, insurance and other documents required to be delivered by the successful Bidder upon execution and delivery of the Contract. Failure to comply shall result in a non-compliant Bid.

2.4 WITHDRAWAL OR MODIFICATION OF BID

- A. Open to acceptance
1. Each Bid is irrevocable and shall be open to acceptance by the Owner until the successful Supplier executes the formal Contract or until sixty (60) Working days after the Closing Time, whichever event occurs first. The Owner may at any time within that period, without notice, accept a Bid whether any or any other Bid has been previously accepted or not.
- B. Withdrawal of Bids Prior to Bid Closing

1. A Bidder may request that their Bid be withdrawn prior to the Closing Time on the date of the Call for Bids. Withdrawal requests shall be directed to the Director, Recreation and Community Services or designate, on the Bidder's stationery, by letter, telegram, and facsimile or in person.
2. Telephone requests shall not be considered.

C. Withdrawal of Bids during Bid Opening

1. In some instances, multiple Bids for various projects are closed and opened on the same day. If a Bidder has submitted bids for several projects opening on the same day, and their Bid is the lowest on a particular project, he/she may withdraw any of their remaining bids, for projects not yet opened. A Bid may only be withdrawn by the low Bidder at the conclusion of reading out of the existing bid and prior to the commencement of the opening of the next Bid call. If more than one Bid is read out under the same name for the same Contract and no withdrawal notice has been received, the Bid contained in the envelope bearing the latest date and time shall be considered the intended Bid. The first Bid received shall be considered withdrawn and returned to the Bidder.

2.5 BID OPENINGS

- A. Bids will be opened publicly and read aloud at the published date and time. Notice of award will be made by written correspondence.
- B. Bids shall be opened after the Closing Time. The Bidders Name and the Unofficial Total Bid Price shall only be read out at the Bid Opening. The unofficial results of the three (3) lowest Bids will be available the following day.
- C. Action on "Unknown" Bids at Bid Opening
 1. Bid submissions that do not have the BID NUMBER/PROJECT DESCRIPTION on the envelope shall be opened and placed with the appropriate Bid.
- D. Additional Information
 1. Additional information, other than what is requested in the Bid, shall be placed in a separate envelope/or package and marked, "ADDITIONAL INFORMATION" and attached to the outside of the Bid envelope. The Additional Information submitted in the manner described above, may or may not be taken into account by the Owner during the evaluation of the Bids. Additional Information envelope/package "shall not" be opened in public.

2.6 BID IRREGULARITIES

- A. The following Bid Irregularities shall be dealt with as follows:
 1. Late bids. Automatic rejection.
 2. Bids submitted in other than the Original Bid Form Format. Automatic rejection.
 3. Bid completed in other than in ink or in a typed format (no photocopies). Automatic rejection.

4. Bid Form not signed by an officer of the company (has the ability to bind the company). Automatic rejection.
5. Bids not complete. Automatic rejection.
6. Addendums not acknowledged. Automatic rejection unless every change set out in the addendums issued is clearly visible on the bid submitted OR the relevant addendum issued is solely for the purpose of revising a closing date. Two (2) working days will be given for initialing.
7. Bidders not attending mandatory site meeting. Automatic rejection.
8. Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form. Automatic rejection.
9. Strikeouts, erasures or overwrites not initialed by an authorized person. Automatic rejection if it relates to a price on the bid form. Two (2) working days will be given for initialing in other instances.
10. Bid and/or Contract Security, Surety Consent Form or Letter of Credit or Certified Cheque issued by or to be drawn against an Ontario based Surety Company and/or Canadian chartered bank not submitted with the Bid Form. Automatic rejection, unless it is only a matter of insufficient funds. Two (2) working days will be given to obtain the sufficient amount.

2.7 CHECKING OF BIDS

- A. Bids opened are checked by the staff to ensure that:
 1. The required security, as required, is properly executed and equal to the Bid requirements.
 2. All Bids submitted shall comply with the Bid Documents. All Bid Irregularities shall be dealt in the manner described in the Bid Document.
 3. All arithmetic extension calculations are correct.
 4. Where there is an obvious error in the extended price the unit price stipulated shall govern and shall be calculated accordingly with the estimate quantity. For greater certainty, any failure by a Bidder to insert a unit price where required shall be deemed to be a \$ "0" value.
 5. All items as specified have been Bid on.
 6. No claims or litigation proceedings have been instituted by the Bidder or in turn by the Owner to the Bidder.
 7. In any of the above circumstances where there are obvious or patent errors such as misplaced decimals, the Owner shall consider the intent of the Bidder.

2.8 AWARD

- A. Contract award shall be communicated by written notification from the Owner to the successful Bidder.
- B. The Bidder acknowledges that the Owner shall have the right to reject any, or all, Bids for any reason, or to accept any Bid, which the Owner in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Bid shall not necessarily be accepted. All Awards are subject to the approval of Committee, Council (if applicable) and the availability of funds.
- C. Consideration for award
1. Consideration for Award shall only be undertaken in relation to Bidders who are determined by the Owner to be a Responsible Bidder, and has satisfied all Bid Requirements.
- D. Owner hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:
1. Accept a Bid, which is not the lowest Bid submission, or reject a Bid that is the lowest Bid even if it is the only Bid received;
 2. Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
 3. Accept the Bid deemed most favourable to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner based upon and not limited to:
 - a. Price
 - b. Manufacturer product
 - c. Ability
 - d. Quality of Work (guarantees and warranties)
 - e. Service (service depot location)
 - f. Past experience
 - g. Past performance
 - h. Completion history (including extended completion dates)
 - i. Qualification
 4. Accept or reject any and all Bids, whether in whole or in part;
 5. With the exception of Part I, Instructions to Bidder, "Bid Irregularities", waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid submission;
 6. Award any part of any Bid;
 7. Accept or reject any unbalanced, irregular, or informal Bids; or Reject any Bidder who is involved in litigation with the Corporation of the Town of Smooth Rock Falls.
 8. Reject any Bidder whom was a Consulting firm involved in preparing or assisting in developing the scope of work and/or specifications for the respective project.

E. The Owner reserves the right to consider, during the evaluation of Bids:

1. Information provided in the Bid itself.
2. Information provided in response to enquiries of credit, experience and industry references set out in the Bid.
3. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder.
4. The manner in which the Bidder provides services to others.
5. The experience and qualification of the Bidder's senior management, and project management.
6. The compliance of the Bidder with the Owner's requirements and specifications; or the Bidder acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant; even though such criteria may not have been disclosed to the Bidder.
7. By submitting a Bid, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.

F. Bidder Profile

1. A Bidder shall submit, in addition to any information required to be included in a Bid Form submission, if requested, evidence of experience, ability, quality of Work, service, past experience, and qualifications necessary to meet satisfactorily the requirements set forth or implied in the Bid Documents.

G. Approvals

1. The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses, easements and other approvals (the Approvals) as may be required from third parties, including applicable government agencies, under applicable laws, statutes & regulations in order to commence and perform the Work. In the event, and to the extent, any such Approvals are not issued in order to permit commencement or performance of the Work, the Owner reserves the right to either:
 - a. Not award the Contract and cancel the Call for Bids; or
 - b. Award the Contract in whole or in part, subject to the right of the Owner to cancel all or part of the Contract at any time after award in the event any required Approvals can not be obtained; or
 - c. Delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

2.9 EXECUTION OF CONTRACT UPON AWARD

- A. The Successful Bidder, if any, in the presence of the Clerk and Mayor or designate, shall sign the Contract Agreement in triplicate (3), within seven (7) Working Days of written notification of acceptance. Should the Awarded Bidder either; attempt to withdraw their Bid Form submission, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the successful Bidders' Bid Security shall be forfeited and retained and applied for use by the Owner. The following documents, as listed, shall be submitted prior to or at the time of signing:
1. Owners Standard Insurance Certificate Form
 2. A current copy of the Workplace Safety and Insurance Certificate of Clearance (shall be sent or faxed to the Owner by WSIB directly).
 3. A copy of the contractor's Health and Safety Policy.

2.10 BIDDER'S STATEMENT OF UNDERSTANDING

- A. It is understood that the Bidders have carefully examined all of the Bid Documents and have carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said Bid Documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the Bid Documents.

2.11 ERRORS AND OMISSIONS

- A. No oral interpretation shall be effective to modify any provisions of these Bid Documents. Any modification or clarification shall be by written Addendum only issued by the Owner. The Addendum(s) shall form part of the Bid Documents.

2.12 PRICE COMPONENTS

- A. Taxes
1. The Owner is subject to payment of taxes (HST) imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada, which becomes directly applicable to the goods/services to be purchased or provided during the term of this Contract, the Bidder and the Owner mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Bidder to bring to the Owner's attention any such changes.
 2. The Bidder shall allow in their prices for all Taxes that they may be required to pay on materials and equipment to be utilized or expended in the construction of the Works. Exception being; where the Bidder is in the position to claim for Sales Tax Rebate on the material used. It is the Bidder's responsibility to obtain up-to-date directives.
- B. Transportation and Delivery Charges

1. Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Bidder to any specified destination within the corporate limits of the Owner, unless a breakdown is requested on the Bid Form.

2.13 FREEDOM OF INFORMATION

- A. All Bids submitted to the Owner become the property of the Owner and as such, are subject to the “Municipal Freedom of Information and Protection of Privacy Act.”

2.14 ACCESSIBILITY

- A. The development of strategic actions to remove (where possible) and prevent barriers to access for people with disabilities. The Ontarians with Disabilities Act, 2001 and the Corporate Accessibility Plan require that when deciding to purchase goods or services, Building Construction and equipment, the Owner is to have regard to the accessibility for persons with disabilities to the goods or services. As such, the Owner is committed to accessibility principles and is taking steps to improve accessibility within the Township in accordance with the Act.
- B. Contracted Employees, third party employees, agents and others which provide customer service on behalf of the Town of Smooth Rock Falls are legally responsible with the provisions outlined in Ontario Regulation 429/07 with respect to training. The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and requirements of the regulation, as well as instruction regarding all matters set out in the regulation. By signing the Form of Tender, the contractor has agreed to be in full compliance with this regulation. Additionally the Contractor will review and acknowledge the Town of Smooth Rock Falls policy for Accessible Customer Service.

2.15 “GREEN” PROCUREMENT POLICY

- A. The Owner’s goals and objectives will be proactive with regard to protecting the environment. The Owner encourages “Best Value Purchasing” of environmentally friendly products, services, material and equipment. “Best Value Purchasing” allows the Owner to incorporate a broader variety of considerations, including performance and environmental attributes, when evaluating bid submissions.

2.16 BRIBERY/FRAUD

- A. Should any prospective Bidders or any of their agents give or offer any gratuity or to attempt to bribe any employee of the Town of Smooth Rock Falls, or to commit fraud, the Owner shall be at liberty to cancel the prospective Bidder’s submission or Contract and to rely upon the Contract Surety submitted for compensation if applicable.

2.17 CANCELLATION

- A. In the event the successful Supplier does not comply with the specifications, terms and conditions, and scope of the Document, at any time throughout the duration of the Contract, the Contract shall be cancelled in accordance with the terms contained herein.
1. The Contract may be cancelled by the Owner upon non-performance of Contract terms; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Supplier as part of their Contract. The Supplier remains liable for the difference between the next acceptable Contract of goods and/or service Bid prices.
 2. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action shall not prevent the Owner from taking early payment discounts otherwise applicable.
 3. If the Work/Service is incomplete the Owner reserves the right to draw from the Contract surety to complete the said Work/Service to the Owner's specifications.
- B. Eligibility to Bid
1. The Owner reserves the right to remove from future eligibility to submit bids to the Owner, any Bidder that is in breach of its obligations.

2.18 EVALUATION OF PERFORMANCE

- A. Upon completion of the Contract, the Owner may complete an evaluation of the Suppliers' performance. A copy of this evaluation may be given to the Supplier. The evaluation shall be placed on file. This information may be made available to persons requesting Owner references for the Supplier and also may be reviewed and may form part of the criteria when awarding future bids by the Owner. The Supplier hereby authorizes the maintenance and release of this information.

2.19 INSURANCE

- A. The Contractor upon award of the contract shall at its own expense obtain and maintain Insurance until the termination of the contract, with insurers acceptable to the Owner, the following insurance, and provide evidence thereof:
1. Comprehensive general liability insurance on an occurrence basis for an amount of not less than Ten Million Dollars (\$10,000,000) and shall include the Owner, The Corporation of the Town of Smooth Rock Falls and Garland Canada Inc., as an Additional Insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, cross liability and severability of interest clauses.

2. Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.
- B. The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
 - C. The policies shown above shall be endorsed to provide the Owner with not less than 30 Days' written notice of cancellation, change or amendment restricting coverage.
 - D. The Contractor shall not commence work under this contract until such time as evidence of insurance on the Owner's standard certificate attached in the Appendices has been filed with and approved by the Owner. The Contractor shall provide evidence of the continuance of this insurance at each policy renewal date for the duration of the contract.
 - E. The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to work as the Owner may reasonably require.

2.20 INDEMNIFICATION

- A. The Contractor shall indemnify and save harmless the Owner and Garland Canada against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss that the Owner may bear, suffer, incur, become liable for or be put to by reason any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation or non-performance by the Contractor of any provision of the Agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this Contract, or by reason of, or arising out of any act, neglect or default by the Contractor or of any of its agents or employees or any other person or persons, in, on, or about the premises.

2.21 DAMAGE CLAIMS

- A. The Proponent shall protect the Work and the Owner's property from damage and shall be responsible for any damage, which may arise as the result of his operations under the contract.

2.22 WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

- A. The Supplier shall submit to the Owner, prior to the issuance of the Contractor's last payment of each year, and at any other time when requested to do so, a statement from the Workers' Safety Insurance Board that all of the assessments the Contractor or any Subcontractor is liable to pay under the Worker's Safety Insurance Board Act or successor legislation have been paid. Bidders who have independent Operator Status under the WSIB Act shall submit a complete Independent Operator Status Questionnaire upon being awarded the Contract.

2.23 SCHEDULE OF ITEMS AND UNIT PRICES

- A. The Bidder also understands and accepts that the quantities shown in the Bid Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

2.24 PROVISIONAL ITEMS AND QUANTITIES

- A. Items listed in the Bid Form as “Provisional Items”, may or may not be required for completion of the Work called for under the Contract. The necessity and/or actual quantities of these items shall be determined by the Owner as the Work progresses. Should any of these items be required, the Supplier shall be compensated on the basis of the unit prices(s) quoted. In the event that any or all of these items are found not to be required, the Supplier may not claim extra payment for loss of anticipated profits.

2.25 COMPLETION DATE

- A. This contract shall be completed within the number of working days, or by the completion date, indicated in the Form of Bid.
- B. It is agreed by the parties to the Contract that time is of the essence, and that every effort is to be made to substantially complete the work within the specified completion dates. There will be no daily liquidation damages applicable to this project.
- C. Extension of contract time may be considered by the Contract Administrator in accordance with the provisions of the Contract.

2.26 ENQUIRIES

- A. Bidder is to submit all inquiries in writing no later than two (2) Working days prior to the Bid closing date. Enquiries are to be emailed to the contacts, on the first page of this bid documents.
- B. Technical questions regarding this bid can be directed to:

Yves Rochon
Tel: 705-492-8001
E-Mail: rochon@garlandcanada.com

2.27 DISCREPANCIES AND ADDENDUM/ADDENDA

- A. Addendum/Addenda if required issued by Recreation & Community Services Department and related to said Contract shall hereby form part and parcel of the said Contract. Failure to acknowledge Addendum/Addenda issued may result in a non-compliant bid. All Addendum/Addenda should be issued to the Bidders before forty eight (24) hours of Closing Time. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued by the Owner’s Representative. Please check with the owner’s representative prior to submitting your bid submission for the number of addendum’s released.

- B. Should a Bidder find any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.
- C. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.
- D. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.
- E. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.
- F. If the Contractor feels a conflict exists between what is considered good roofing practice and these specifications, he/she shall state in writing all objections prior to submitting quotations.
- G. It is the Contractor's responsibility, during the course of the work, to bring to the attention of the Owner's Representative any defective membrane, insulation or deck discovered which has not been previously identified.

2.28 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

2.29 COMPETENCY OF THE BIDDER

- A. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the low Bidder shall, when requested by the Owner, furnish the information indicated in Section 5.0 below, entitled Contractor's Qualification Statement, which shall be sworn to under oath by him/her or by a properly authorized representative of the Bidder.

2.30 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s):
 - 1. Failure to attend the pre bid meeting;
 - 2. Evidence of collusion among Bidders;
 - 3. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
 - 4. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;

5. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

2.31 WARRANTY

- A. A written warranty which will commence from date of acceptance by Manufacturer must be supplied with the roof installation. This warranty will cover all defects in workmanship and materials. Damages caused by storm, vandalism and other trades are not included in the warranty. This warranty shall be from the manufacturer (See further, Statement of Policy).
- B. A two (2) year workmanship warranty is required from the Contractor for all remedial maintenance done under the terms of this contract.
- C. A twenty (20) year Major Materials Manufacturer warranty – none prorated shall be provided covering materials and labour.

2.32 START AND COMPLETION DATE

- A. Work shall begin within thirty (30) days from the award of this contract, or as agreed upon by the parties.
- B. All work as required in these specifications and drawings shall be completed by end of September 2021.
- C. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.
- D. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

2.33 PAYMENT

- A. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Final payment for the project will be made following completion, after the final inspection has been made and an invoice presented to the Owner. A 10% retainer shall be held until delivery of the warranty.
- B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.

- C. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.
- D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the Owner receives written verification of completion.
- F. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative will sign a completion slip authorizing final payments.
- G. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative if requested by Owner's Representative.
- H. If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- I. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier prior to release of order.
- J. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
- K. Contractor shall have a pre-approved line of credit from the material supplier.
- L. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

2.34 TERMINATION BY THE OWNER FOR CAUSE

- A. The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
 - 1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;
 - 2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
 - 3. Is guilty of substantial breach of a provision of the contract documents.
- B. When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum

exceeds the cost of finishing the work, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

2.35 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

PART 3 — CONTRACTOR'S INSTRUCTIONS

3.1 TAXES

- A. Contractor must comply with all federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all provincial and federal taxes with respect to Social Security, old age benefits, unemployment benefits, withholding taxes and sales taxes.

3.2 CONTRACTOR'S LICENSE

- A. All pertinent federal and local licenses will be required.

3.3 BUILDING PERMITS

- A. The acquisition of the applicable permits (if required) and associated costs to obtain said permits will be the responsibility of the successful Contractor.

3.4 JOB COORDINATION

- A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of roof work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.
- B. Forty-eight hours prior to starting of the project and/or delivery of materials, the Contractor shall notify Owner's Representative.

3.6 CLEAN-UP

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of the buildings, floor, window, ladders and other finished surfaces.

3.7 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.
- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

3.8 INSPECTIONS

- A. Before any material applications are made, the Owner or his/her representative and the material supplier representative shall be available to ensure a complete understanding of the specification.
- B. The accepted Material Manufacturer will have a representative on site a minimum of three (3) times a week to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.
- C. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

PART 4 — STATEMENT OF POLICY

4.1 GUARANTEES

- A. A roofing guarantee is available for review from the Material Manufacturer for the roofing systems published in these specifications. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees or representations be made by an agent or employee of the Material Manufacturer unless such alteration, amendment or additional representation is issued in writing and is signed by a duly authorized officer of the Material Manufacturer, and sealed with the Material Manufacturer seal. This guarantee does not cover cosmetic deficiencies. **THE MATERIAL MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE BUILDING OR ITS CONTENTS OR ANY OTHER CONSEQUENTIAL DAMAGES, AND ITS RESPONSIBILITY IS LIMITED TO REPAIRING LEAKS.** The Contractor will warranty the roof to the Material Manufacturer for a period of two (2) years. The Contractor will inspect the roof with the Owner's Representative 18 months after completion, and, at the Contractor's expense, correct any workmanship defects before the 24th month following completion of the project.

4.2 APPROVED CONTRACTORS

- A. The roof systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor.

4.3 ROOFING SEQUENCE

- A. Phase roofing is not acceptable. Any insulation or base layers laid in any one day must be covered with the properly installed roof system that same day. Failure to do so will void any warranties and no guarantee will be issued for the roofing system.

4.4 ACCEPTABILITY OF COMPLETED WORK

- A. The acceptability of completed roofing work will be based on its conformance to the contract requirement. The Material Manufacturer is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Material Manufacturer at the Contractor's expense. The Material Manufacturer will instruct the Contractor's foreman and work crew on the proper methods of installation of the roofing system, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Material Manufacturer will be immediately reported to the Owner, along with recommended corrective actions necessary. The Material Manufacturer will not act in a supervisory capacity, and will not be responsible for the Contractor's errors or omissions.

4.5 ENGINEERING AND ROOF DECK

- A. Contractor must notify the Owner or his/her representative on the job-site of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

4.6 ASBESTOS IDENTIFICATION

- A. The Material Manufacturer routinely conducts roof surveys and inspections in order to provide recommendations and/or specifications for the use of its products. However, the MATERIALS MANUFACTURER IS NOT, NOR ARE ITS REPRESENTATIVES, CERTIFIED TO IDENTIFY, HANDLE OR MONITOR ASBESTOS IN ROOFING, DECKING OR INSULATION. THEREFORE, IT MAKES NO JUDGMENTS ON AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR IDENTIFYING, HANDLING OR MONITORING ASBESTOS. If a building owner suspects that an asbestos condition exists on or under the roof area in question, Material Manufacturer can recommend licensed laboratories and technicians that can identify, remove, dispose of, and monitor the project.

4.7 ASBESTOS LIMITATIONS

- A. The Owner has been informed, acknowledges and agrees that Material Manufacturer is not engaged in the business of identifying, abating, encapsulating or removing asbestos or asbestos containing materials from the work site and has not agreed to do so herein.

B. IN CONSIDERATION OF THE PROVISION HEREOF, THE OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE MATERIAL MANUFACTURER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING THE ENGINEER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF, OR RELATING TO, ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION OF ANY KIND, ATTRIBUTABLE TO, ARISING OUT OF, OR RELATING TO THE PRESENCE OF ASBESTOS OR ASBESTOS-CONTAINING MATERIALS ON OR AT THE WORK SITE AND/OR THE ABATEMENT, ENCAPSULATION AND/OR THE REMOVAL THEREOF.

4.8 MOLD LIMITATIONS

A. The Garland Company makes no representation or warranty, express, implied, or otherwise, regarding mold, fungi, rust, corrosion or other bacteria or organism. Neither shall Garland have any duty to identify, nor accept any responsibility or liability for any claims associated with mold, fungi, rust, corrosion or other bacteria or organism related claims.

PART 5 — CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: _____

Submitted by (Firm Name): _____

Address: _____

Principal Office Location: _____

Qualification Statement Submitted for - Project Name

Type of Work:

Site Preparation _____

General Construction _____

Roofing _____

Plumbing _____

HVAC _____

Sprinkler _____

Electrical _____

Other _____

Electrical _____

(File separate form for each classification of work)

Organization:

Please provide the following information concerning your organization:

Type of Entity:

Corporation _____

Partnership _____

Individual _____

Other _____

Name of Principal, Owners or Partners

Years of Service

Name Position with Organization

Number of years this organization has been in business _____

Have members of this organization operated under former names/businesses? Yes ____ No ____

If "yes," list name, type of entity and names of principal, owners or partners.

Provide a brief description of the general type of construction the firm performs. Please indicate for this project the work you intend to subcontract or perform.

Perform Subcontract

Earth Work _____

Concrete Work _____

Masonry Work _____

Structural Work _____

Roofing Work _____

Sprinkler _____

Plumbing _____

HVAC _____

Electrical _____

Experience

Please list the type and number of educational projects your firm has constructed which were subject to the Owner Guidelines and other Ohio regulatory agency construction requirements:

Type Number

New Construction - Primary _____

New Construction - Secondary _____

Renovations - Primary _____

Renovations - Secondary _____

Please list on a separate sheet marked "Appendix A" the major construction projects your organization has in progress providing the name of project, owner, architect, contract amount, bonding company, insurance carrier, percentage complete and scheduled completion date.

Please list on a separate sheet marked "Appendix B" the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, bonding company, date of completion and percentage of the cost of the work performed with your own forces.

Insurance and Bonds

Please list names of current insurance carrier and number of projects insured by carrier:

Please list names of bonding company/agent utilized for projects constructed during the last five years:

Claims and Suits

Has your organization ever failed to complete any construction work it has been awarded?

Yes ___ No ___

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please describe in full.) Yes ___ No ___

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors or affiliates constructed? Yes ___ No ___

Are all city, county, Provincial and Federal taxes of any type, including real estate, FICA and Workmen's Compensation paid to date? Yes ___ No ___

Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates? Yes ___ No ___

If the answer to either of the preceding questions is "Yes," please describe in full in an attachment.

In addition to the litigation, arbitration, investigation or governmental or regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation or governmental or regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, please describe in full. Yes ___ No ___

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors or affiliates? If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment. Yes ___ No ___

Change Order History

Describe each instance within the last five (5) years where change orders applied for during construction amounted in the aggregate to more than five percent (5%) of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent (5%) in an attachment.

Financial Condition

Please attach your organizations' last two (2) years' financial statements including your latest balance sheet and income statement showing the following:

Current assets (e.g., cash, joint venture accounts, receivable, accrued income, deposits, materials inventory and prepaid expenses):

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes): List all older than 60 days.

Other Liabilities (e.g., capital stock, authorized and outstanding shares per values, earned surplus and retained earnings):

Name and address of firm preparing attached financial statement and date thereof.

References

Please list below Trade References:

Please list below Bank References:

END OF SECTION