



AUGUSTA TOWNSHIP

CONTRACT 2025-03

ROEBUCK COMMUNITY HALL – FIRE CODE REMEDIATION

Name of Tenderer (The Contractor)

Address of Tenderer, including Postal Code

Telephone Number

Fax Number

Email

Name and Position of Person Signing for Contractor

TENDER FOR: FIRE CODE REMEDIATION

Location: 7024 County Road 18, Spencerville, ON

TENDER CLOSING DATE: 3:00 pm, Monday, October 6, 2025

Tenders Received by:

Lindsey Veltkamp – Clerk

Corporation of the Township of Augusta

3560 County Rd 26,

Prescott, ON K0E 1T0

Lowest or any tender not necessarily accepted.



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To: Mayor and Council of the Township of Augusta

Ladies and Gentlemen:

The Bidder has carefully examined the Plans, Provisions, Specifications and Conditions described herein as part of the work to be done under this Contract. The Bidder understands and accepts the said Plans, Provisions, Specifications and Conditions and, for the prices set forth in this Tender, hereby offers to furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the said Plans, Provisions, Specifications and Conditions.

The Bidder understands and accepts that the quantities shown are approximate only, and are subject to increase, decrease or deletion entirely if found not to be required. Part or whole of this Contract is contingent upon the budget approval of the Township of Augusta.

Attached to this Tender is a certified cheque for the sum of:

Dollars \$ _____

which is equal or greater than the amount specified in the "Table of Contractor's Tender Minimum Deposit Required, as provided in this tender document, and made payable to the Township of Augusta. The cheque shall constitute a deposit which shall be forfeited to the Township if the successful Bidder fails to fulfil their obligation under the terms of this Contract.



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SPECIAL PROVISIONS – GENERAL

1. Tender Closing

SEALED TENDERS clearly marked as to contents, will be received by the undersigned or is designated representative until **3:00 p.m., Monday, October 6, 2025**, at the Township of Augusta Administration Office. Bids received after closing time will not be considered.

Tenders shall be addressed to:

Lindsey Veltkamp, Clerk
Township of Augusta
3560 Township Road 26 RR2
Prescott, ON K0E 1T0

Questions or concerns about the tender process or the work provisions should be directed to:

Kathleen Cole, Manager, Parks, Recreation & Facilities
Tel. No. (613) 925-4231 ext. 302
E-mail: kcole@augusta.ca

2. Scope

We invite respondents to participate in the Request for Tender for the provision of the following:

Renovation to mechanical room/kitchen to obtain a 45-minute fire rating

- Remove existing ceiling tiles to expose all electrical and replace tile (existing ceiling tiles to be disposed of)
- Supply and install fire dampers on HVAC system
- Remove interior wall sheeting
- Supply and install safe and sound insulation as well as 5/8 drywall to obtain a 45-minute fire rating for interior walls including closet area
- Remove and relocate any junction boxes in ceiling to allow for fireproofing
- Supply and install fireproofing on ceiling
- Supply and install door closure on existing door
- Supply and install fire rated plumbing drain lines
- Drywall finish and paint as required



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Renovation of main electrical room to obtain a 45-minute fire rating

- Supply and install partition wall, drywall, taped and primed
- Supply and install door with self-closure
- Fire and smoke detector wired to security panel responsibility of client
- Supply and install 45 45-minute fire rated door into room with hot water tank/pressure tank room

Small Electrical Room – 8 x 10.5

- Supply and install self-closure on door
- Room to be emptied prior to start of project
- Fire and smoke detector wired to security panel responsibility of client

The contractor is responsible for obtaining all permits as required.

All interested proponents are required to attend a mandatory site visit prior to submitting a bid. The purpose of the site visit is to provide proponents with the opportunity to review the site conditions, scope of works, and ask relevant questions.

DATE AND TIME: Thursday, September 18 – 10:00 am

LOCATION: 7024 County Road 18, Spencerville, ON

Conditions of Attendance:

- A sign-in sheet will be provided at the site visit. Proponents must sign in with the name of their company and representative(s) attending.
- Attendance will be verified against the sign-in sheet. Only proponents who have signed in and attended the full site visit will be deemed eligible to submit a bid.
- Proponents who fail to attend, arrive late, or leave prior to the conclusion of the site visit will be disqualified from the tending process.

NO EXCEPTIONS WILL BE MADE TO THIS REQUIREMENT.



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3. Tender Submission

One copy of the **completed tender** shall be submitted on the forms provided. All information shall be shown in the spaces provided including the signature of the Bidder with their address and telephone number. Tender Forms must be properly signed and witnessed or signed and sealed if the bidder is a corporation. Any Tender Offer sent by fax will be disqualified.

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item clearly shown. Tenders which are incomplete, conditional, or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to the Township form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in the Special Provisions.

The contract documents shall consist of all pages of the Tender or Quotation documents issued by the Township, and the Contractor's submission. Do not remove any pages from the Township form(s).

4. Order of Precedence

Order of precedence shall be per *General Condition 2.02* with the exception that *General Condition 2.01.01 a)* is hereby replaced with the following:

2.01.01 a) The location of all mainline underground Utilities that may affect the Work shall be determined and arranged by the Contractor.

5. Clarification of Documents

Any clarification of the Township documents required by the Bidder prior to submission shall be requested in writing through the Township of Augusta. Any such clarifications so given shall not in any way alter the Township documents and the Contractor and Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents during the period prior to submissions. Alterations will be issued to Bidders as written addendum only. In the submission, the Bidder shall enclose all addendum that were considered when the submission was prepared.

6. Right to Accept or Reject Tenders

The Owner reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in its best interest to do so. No liability shall accrue to the Township for its decision in this regard.

Tenders which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.



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The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address given in the submission shall constitute notice of acceptance of the tender.

7. Unacceptable Tenders

Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced Tender be considered. The Owner and the Engineer will be the sole judges of such matters, and should any Tender appear to be unbalanced, then it will be rejected by the Owner.

8. Tender Deposit

Total Amount of Contractor’s Tender Minimum Deposit Required

\$ 20,000.00 or less	\$ 1,000.00
\$ 20,000.01 to \$ 50,000.00	\$ 2,000.00
\$ 50,000.01 to \$ 100,000.00	\$ 5,000.00
\$ 100,000.01 to \$ 250,000.00	\$ 10,000.00
\$ 250,000.01 to \$ 500,000.00	\$ 25,000.00
\$ 500,000.01 to \$1,000,000.00	\$ 50,000.00
\$1,000,000.01 to \$2,000,000.00	\$ 100,000.00
\$2,000,000.01 and over	\$ 200,000.00

The Tender must be accompanied by a deposit, enclosed in the same envelope as the tender. The deposit shall be a certified cheque, or bid bond, made payable to the Township of Augusta, equal or greater than the amount shown in the following Table.

9. Tender Results

The names of the Bidders and total bid prices will be made available at the Public Opening.

10. Clarification of Work

Where the Contractor requests clarification on items provided herein to complete the work, the Contractor and the designated Township Representative(s) will agree upon the work required and a written Clarification Document will be agreed upon and signed by both the Contractor and the Township prior to the work being completed.

11. Progress of the Work and Time of Completion

Time shall be of the essence in this contract.



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The Contractor shall diligently prosecute their work on this Contract to completion on, or before, the

Work to Begin – January 5, 2026

Completion of Work – February 6, 2026

If this time limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional equipment and/or augmented daylight shifts will be required through the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the limit specified. Any additional costs occasioned by compliance with these provisions will be included in the prices bid for the various items of work and no additional compensation will be allowed, therefore.

Working time shall be charged until the date of acceptance of the work by the Township at which time all work required in the Contract, including all final clean-up and trimming, shall be completed.

An extension of time may be granted, in writing, by the Engineer in the event of the work being delayed beyond the prescribed time for completion. Such extensions shall be for such time as the Engineer may prescribe, and the Engineer shall fix the terms on which the said extension may be granted. An application for an extension of time shall be made, in writing, by the Contractor to the Township at least fifteen (15) days prior to the date of completion fixed by the Contract as per GC 3.06. The date of expiry of all bonds or other surety furnished to the Township by the Contractor shall be extended at the expense of the Contractor to at least two (2) months beyond the extended date of completion, and the Contractor shall furnish the Township with evidence of such extension of the bond or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Township whatsoever under this Contract, and all such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work and whenever in this contract power or authority is given to the Township or the Engineer or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the work but also in the event of the same happenings after the time so limited in case of the Contractor being permitted to proceed with the execution of the work under time granted by the Township. In the event of the



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Township granting an extension of time, time shall continue to be deemed of the essence of this Contract.

Once the Contractor has commenced the project, he shall not leave the project for any period of time under any circumstances. If the Contractor elects to do so, there will be liquidated damages applied to the Contract under section 27 Liquidated Damages for everyday away from the project that isn't approved. The Contractor must provide a written absence request from the project with a specific timeline to the Township for approval.

12. Changes in the Work

General Condition 3.10.01 stipulates that the Owner or Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with the Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.

In addition to the above General Condition 3.10.01 the Township of Augusta requires that the amendment to the contract or item(s) of contract will be in the form of a Change Order or Change Directive and will be signed in agreement by the Contractor and the Contract Administrator prior to proceeding with the work.

13. Insurance Requirements

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Municipality with evidence of:

- **Workplace Safety Insurance Board Certificate Clearance**
- **Commercial General Liability Insurance**

Commercial General Liability

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than **\$5,000,000.00 per occurrence/\$2,000,000.00** annual aggregate for any negligent acts or omissions by the Company. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; liquor liability; injury to participates; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability – Broad Form; cross liability and severability of interest clause



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Such insurance shall add The Township of Augusta, its officers, and employees as Additional Insured with respect to the activities of the Company. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality. The renter shall indemnify and save harmless the Township, their officers, employees, and volunteers from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the renter, their officers, employees or other persons for whom the renter is legally responsible.

The Company shall provide the Township with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

13. Execute Contracts

Unless otherwise specified in these documents, this tender constitutes an irrevocable offer to provide the goods and/or service described herein for a period of 60 days from the closing date of the receipt of tender. After this time, the Tender may only be accepted with the consent of the successful bidder.

14. Ability and Experience of Bidder

The Owner reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of enough capital, plant, and experience to successfully prosecute and complete the work in the specified time.

15. Governmental Requirements

The Contractor shall obey all Federal, Provincial and Municipal laws, Acts, Ordinances, Regulations, Orders-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.

16. Definition of Owner and Engineer

Wherever the word "Corporation", "Authority" or "Owner" appears in this Contract, it shall be interpreted as meaning the "Township of Augusta".



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Wherever the word “Engineer” or “Contract Administrator” appears in this Contract, it shall be deemed to mean the “Parks, Recreation & Facilities Manager of the Township of Augusta, or their designate”.

17. Health and Safety

The Township of Augusta is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents, and others on our premises.

The Contractor shall be the “Constructor” under the provisions of the Occupational Health and Safety Act.

Accordingly, all Contractors shall comply with General Condition 7.01 and the following:

- a. Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation, and with the Township of Augusta.
- b. Submit their Workplace Safety Insurance Board number.
- c. Include health and safety provisions in their management systems to reach and maintain a consistently high level of health and safety.
- d. Prior to commencement of work the Contractor will notify the Owner of all products controlled under the Workplace Hazardous Materials Information System (WHMIS) as per *General Condition 7.01.09* and ensure that workers in their employ are aware of hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.
- e. Provide a copy of the applicable WSIB Certificate of Clearance before starting a project, and upon completion as stipulated in *General Condition 6.05*.
- f. Provide upon request a copy of your Company Health and Safety Policy as noted in *General Condition 7.01.08*.

Upon request at any time from the awarding to the completion of the contract, submit proof of fulfilment of the above noted responsibilities.

Environmental Impairment Liability (if applicable)

The bidder shall effect and maintain Environmental Impairment Liability with a limit of **not less than \$1,000,000**. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including clean-up. Such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the



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cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Corporation of the Township of Augusta.

14. Occupational Health and Safety Act

The Preferred Proponent, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Contractor for this project and shall assume all the responsibility of the Contractor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the preferred Proponent has been referred to as the "Contractor" in this and any other related document.

The Contractor acknowledged that he/she has read and understood the Occupational Health and Safety Act.

The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act. The Contractor agrees to indemnify and save the Township harmless from damage or fines arising from any breach or breaches of said Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures.

The Contractor agrees to assume full responsibility for the enforcement of said Occupational Health and Safety Act and the Township's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures whether by the Contractor or any of its sub-contractors may result in the Contractor and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and forfeiture of all sums owing to the Contractor by the Township.

15. Estimated Quantities

General Conditions of the Contract, GC 8.01.02, Variations in Tender Quantities, shall be deleted and replaced by the following:

"The estimated quantities set forth in the Tender are approximate only, and the basis of payment under this Contract will be the actual amount of work done and materials supplied."

16. Taxes

Federal Goods and Services Tax are applicable to all payments made under this Contract. The Contractor shall provide the Contract Administrator with their H.S.T. registration number which will be shown on all payment certificates issued by him.



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The Contract Administrator will add the 13% H.S.T. to all payments made under the Contract. Accordingly, the Contractor will not make any provision for H.S.T. in the prices tendered under this Contract.

17. **Liquidated Damages – GC 8.02.09**

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the prescribed time as set forth in the Special Provisions, damage will be sustained by the Township and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Township will sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the Township the sum of

One Thousand Dollars (\$1,000.00)

per day for liquidated damages for each calendar days delay in finishing the work more than the time limit prescribed and it is agreed that this amount is an estimate of the actual damage to the Township which will accrue during the period in excess of the prescribed number of working days.

The Township may deduct any amount due under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Township.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any foreign state, fire, flood, epidemics, quarantine restrictions, embargoes, or delay of sub-contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the General Conditions, the completion date shall be adjusted as determined by the Engineer.

18. **Integrated Accessibility Standards Regulation (IASR)**

The successful proponent must comply with all accessibility standards pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, Regulation 191/11. (The Act), the Contractor shall ensure that all their employees, agents, volunteers, or others who will be involved in providing service on behalf of the Township, receive training about the provision of goods and services provided to people with disabilities.



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The Contractor shall submit to the Township, if requested, documentations describing their accessible training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the attendees.

The Township reserves the right to require the Contractor, at the Contractors expense, to amend their training policies, practices, and procedures, if the Township deems them not to be following the requirements of the Regulation.

The Contractor shall only assign those employees who have successfully completed training, in accordance with Section 5 of the Integrated Accessibility Standards (IASR), to provide services on behalf of the Township.



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**TENDER FOR THE ROEBUCK COMMUNITY HALL – FIRE CODE
REMEDATION**

Contractor Information

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Name of Authorized

Official Tendering: _____

E-Mail Address: _____



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REFERENCES

(Must be for similar work – Minimum of 3)

Reference	Work Done	Contact & Phone Number
#1		
#2		
#3		



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Form of Agreement

TERMS OF SERVICE AGREEMENT BETWEEN:

The **“Corporation of the Township of Augusta”**

(Hereinafter referred to as the **“Township”**)

and

(Hereinafter referred to as the **“Contractor”**)

This agreement is to remove and reinstall existing eavestrough, remove existing metal roof and dispose, supply and install ice and water underlayment on complete roof, supply and install standing seam metal roof, supply and install new snow guard on east side of main roof. Remove and reinstall snow guard on west roof. East side of roof has a considerable swoop from the eve to the ridge, this will require remediation by the contractor prior to installation of new roof. Township of Augusta for the Tender amount of \$ _____ plus applicable taxes. All work will be performed in accordance with Contract No. 2025-03, Ontario Building Code.

Signed at Maynard this _____ day of _____, 2025.

Township of Augusta:

NAME & POSITION

SIGNATURE

NAME & POSITION

SIGNATURE

Contractor: _____

NAME & POSITION

SIGNATURE