

WAKAMOW VALLEY AUTHORITY

TERMS AND CONDITIONS

REMOVAL OF CEDAR SHINGLES, ROOF REPAIR (AS REQUIRED) AND
INSTALLATION OF ASPHALT CEDAR LOOK SHINGLES – CONNOR PARK PAVILION

REQUEST FOR TENDERS

Qualified firms are invited to submit a tender to remove existing cedar shingles, repair roof decking as required and install asphalt cedar look shingles at the Connor Park Pavilion located in Wakamow Valley.

Sealed tenders will be received up to 2:00PM on Thursday, September 13, 2018 by the Wakamow Valley Authority, Box 1266 – 276 Home Street East, Moose Jaw, SK S6H 4P9.

To view the site please contact Margaret Moran at 306-692-2717 or wakamow@sasktel.net.

Tender packages are available by contacting:

Wakamow Valley Authority
Box 1266 – 276 Home Street East
Moose Jaw, Saskatchewan
S6H 4P9
Phone: 306-692-2717
Email: wakamow@sasktel.net

Or this proposal package can be viewed on the Wakamow Valley Authority website under documents at:

www.wakamow.ca

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TERMS AND CONDITIONS OF INVITATION TO TENDER

A.01 Wakamow Valley Authority reserves the right to amend or reverse the Contract Documents prior to date set for the closing of the *Invitation to Tender*. Prospective *bidders* will be informed of all changes as per A.10.

A.02 The submission of a *bid* shall be conclusive evidence that the *bidder* has carefully examined the *Invitation to Tender* documents and any amendments and/or revisions pursuant to Section A.01 above.

A.03 Should a *bidder* find discrepancies in or omissions from the *Invitation to Tender*, or should they be in doubt as their meaning, they should notify Wakamow Valley Authority. Wakamow Valley Authority may then amend or revise the *Invitation to Tender*, pursuant to Sections A.01.

A.04 There are no other agreements, undertakings, representations, or understanding relating to the supply of the products other than the *Invitation to Tender*. This means the *Tender*, the *Terms and conditions of the Tender*, *Specifications/Supplementary Conditions*, *Bid Form*, and any revisions or amendments, pursuant to Section A.01 of the *Terms and Conditions of the Tender*. No amendment of this agreement shall be effective unless it is in writing and executed by both parties.

A.05 The signature on the *Invitation to Tender* of a duly authorized representative of the company bidding is a condition of acceptance.

A.06 Any contrary terms and conditions added to the *Invitation to Tender* or on the bidder's own documents will deem that submission to be a counter proposal. Such submissions may be subject to outright rejection and *bidders* are cautioned to weigh carefully the consequences of contrary terms or conditions.

A.07 **Wakamow Valley Authority reserves the right to accept any *tender* submitted in whole or in part or to reject any or all *Tenders* or to award the work in one or more contracts and to waive any irregularities.**

A.08 The obligation and rights of *Tenderers* shall be those express herein. No terms either implied or verbally express, shall affect, restrict, or in any way vary the written terms of the *Invitation to Tender*. Without restricting the generality of the foregoing, no terms may be implied by virtue of custom or usage.

A.09 Wakamow Valley Authority shall have the right to evaluate competing *tenders* in accordance with its own criteria for evaluation applied to the specific materials being tendered, whether or not such criteria has been expressly related to *bidders*.

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A.10 Wakamow Valley Authority reserves the right to issue addendums if required. All addendums will be posted on Wakamow Valley Authority's website. Wakamow Valley Authority will endeavor to not release any addendums within 48 hours of the close of the *tender*. It is the responsibility of the *bidder* to monitor and obtain any and all addendums from Wakamow Valley Authority's website pertain to the tender.

PREPARATION OF TENDERS

B.01 Each *bidder* shall specify, on the forms supplied by Wakamow Valley Authority, the price at which the *bidder* is offering to supply the items/service indicated.

B.02 Prices listed for the products and services shown should be net of GST.

B.03 Cartage – to be delivered and unloaded FOB on site, Moose Jaw Saskatchewan, unless otherwise specified.

B.04 All products and services must meet all current Provincial, Federal, Municipal, OH+S, etc. standards, and if any defects are found, all costs involved to correct the problem will be borne by the quoting firm.

SUBMISSION OF TENDER

C.01 Each tender must be marked "**REMOVAL OF CEDAR SHINGLES, ROOF REPAIR (AS REQUIRED) AND INSTALLATION OF ASPHALT CEDAR LOOK SHINGLES – CONNOR PARK PAVILION**" and submitted on or before **2:00PM CST, Thursday, September 13, 2018** to:

Wakamow Valley Authority
Box 1266 – 276 Home Street East
Moose Jaw, Saskatchewan
S6H 4P9
Phone: 306-692-2717
Email: wakamow@sasktel.net

C.02 Telecommunications bids (faxed or emailed) will be accepted if received by closing of the tender. *Bidder* must immediately confirm the bids in writing. Wakamow Valley Authority assumes no risk or responsibility whatsoever that any fax or email will be received and shall not be liable to any *tenderer* if for any reason a fax or email is not properly received. Faxed bids will be received at 306-692-8188. Emailed bids will be received at wakamow@sasktel.net.

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C.03 A *bidder* may withdraw their *tender* provided a written withdrawal, signed by a person authorized to sign *tenders*, is delivered to the address stated in C.01 before the closing of the *tender*.

C.04 All *tenders* will be opened and read publicly in the office located at the address stated in C.01 shortly after the closing of the *tender*. *Bidders* are invited to be present.

SHIPPING AND DELIVERY INSTRUCTIONS

D.01 Shipments to be made only on an order placed by an authorized staff member of Wakamow Valley Authority.

D.02 Supplier to mail invoice in duplicate to the address state in C.01.

FORMATION OF CONTRACT

E.01 By submitting a *bid* the *bidder* agrees that the price shall be open for acceptance by Wakamow Valley Authority for a period of 60 days after the date on which the *tenders* are to be opened.

E.02 Wakamow Valley Authority may accept a *tender* by issuing a general standing offer to the successful *bidder* and thereby establish a contract for the supply and delivery of the product/service on the terms and conditions set forth in the documents as specified in the *Invitation to Tender Form*.

E.03 Failure to comply with the terms and conditions on the *tender* will result in the successful *bidder* being notified of a breach of contract. The successful *bidder* will be allowed ten (10) days to rectify this breach of contract.

E.04 Failure to rectify the breach of contract within the time specified in E.03 may result in the termination of the contract.

PROJECT CLOSEOUT

F.01 When all the work is completed, the contractor shall remove all surplus products, tools, construction machinery and equipment from site. All waste materials and debris to be removed from site before inspection process.

F.02 Complete all deficiencies as noted by Wakamow Valley Authority's representative during inspections.

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EXECUTION

G.01 All work to be performed in accordance with Occupational Health and Safety Act standards as required by law.

G.02 All work to commence after **8:00 AM on Monday, September 24, 2018** and to be completed prior to **2:00 PM, on Monday, October 22, 2018** unless schedule is mutually agreed upon with Wakamow Valley Authority and amended in writing.

G.03 Contractor to provide evidence of insurance to Wakamow Valley Authority against loss for claims arising from the Work under Contract where bodily injury, death or property damage may occur; specifically the Contractor shall maintain Commercial General Liability and Vehicular insurance each having a limit of not less than two million dollars per occurrence with a deductible that is satisfactory to Wakamow Valley Authority.

G.04 A certificate from the Saskatchewan Worker's Compensation Board certifying that the bidder is not in arrears for compensation assessment must be presented prior to the tender being awarded. In the event of Wakamow Valley Authority being held responsible for contributions to the Saskatchewan Worker's Compensation Board which should properly be made by the Contractor or sub-contractors, Wakamow Valley Authority may deduct the amount of any such contributions from monies payable hereunder by Wakamow Valley Authority to the Contractor. The successful bidder will also be responsible for providing a clearance from the Saskatchewan Worker's Compensation Board before receiving full payment.

G.05 The Contractors shall provide appropriate labels and material safety data sheets for WHMIS regulated products.

G.06 The successful bidder will be required to obtain a Business License from the City of Moose Jaw. Business taxes must be current.

G.07 All permits are the responsibility of the successful Contractor.

G.08 Payments will be made once the project is completed in full. When the project is deemed complete, a review from Wakamow Valley Authority's representative will be done to confirm all aspects of the tender have been met.

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1.0 WORK INCLUDED:

- 1.1 The work includes the removal of the existing cedar shingles/shakes, repair of roof decking as required, replacement and installation of cedar shake look asphalt shingles, and capping on roof peaks.
- 1.2 Disposal of all material and site clean-up.

2.0 SOURCE OF QUALITY CONTROL:

- 2.1 Wakamow Valley Authority representatives
- 2.2 All areas of work are to be barricaded, hoarded and secured to the satisfaction of Wakamow Valley Authority representative and will be inspected before work begins.
- 2.3 All contractors are to follow OH+S standards in regards to safety and may be asked to produce certifications as required.

3.0 PREPARATION AND INSTALLATION:

- 3.1 All work shall include the base cost of the materials F.O.B. Moose Jaw, removal, installation and disposal. **Note** all manpower, equipment, testing, and materials required to complete the project are at the Bidder's expense.

4.0 WARRANTY:

- 4.1 Provide one (1) year warranty on all work included in this tender. All manufacturer warranties on products to be provided to Wakamow Valley Authority.

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SPECIFICATIONS/SUPPLEMENTARY CONDITIONS

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1.0 WORK INCLUDED:

- 1.1 The work includes the removal of the existing cedar shingles/shakes, repair of roof decking as required, replacement and installation of cedar shake look asphalt shingles, and capping on roof peaks.
- 1.2 Disposal of all material and site clean-up.

2.0 SOURCE OF QUALITY CONTROL:

- 2.1 Wakamow Valley Authority representatives
- 2.2 All areas of work are to be barricaded, hoarded and secured to the satisfaction of Wakamow Valley Authority representative and will be inspected before work begins.
- 2.3 All contractors are to follow OH+S standards in regards to safety and may be asked to produce certifications as required.

3.0 PREPARATION AND INSTALLATION:

- 3.1 All work shall include the base cost of the materials F.O.B. Moose Jaw, removal, installation and disposal. **Note** all manpower, equipment, testing, and materials required to complete the project are at the Bidder's expense.

4.0 WARRANTY:

- 4.1 Provide one (1) year warranty on all work included in this tender.
- 4.2 Provide all manufacturer limited warranty coverage on products to be provided to Wakamow Valley Authority.

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BID FORM

REMOVAL OF CEDAR SHINGLES, ROOF REPAIR (AS REQUIRED) AND
INSTALLATION OF ASPHALT CEDAR LOOK SHINGLES – CONNOR PARK PAVILION

We _____
(Company Name)

Of _____
(Business Address)

Having examined the documents to this tender; hereby offer to enter into a contract to perform all the work required by the tender documents for a fixed price of _____ Dollars (\$ _____) in Canadian Funds; includes all applicable taxes and costs associated with tender. All prices given shall be effective at least sixty (60) days from date of closing of calls for tenders.

Wakamow Valley Authority reserves the right to accept any tender submitted in whole or in part or to reject any and all tenders or to award the work in on or more contracts and to waive any irregularities.

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DECLARATIONS:

We hereby declare that:

- (a) We agree to perform the work in compliance with the required completion schedule in the tender documents.
- (b) No person, firm, or corporation other than the undersigned has any interest in the Tender or in the proposed Contract for which this tender is made;
- (c) This Tender is open to acceptance for a period of sixty (60) days from the tender closing date:

SIGNATURES:

Signed, sealed, and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

(Apply SEAL above)

Signature:

Name and Title:

(Please Print or Type)

Witness:

Date:

at _____ this _____ day of _____

Note: Where legal jurisdiction or Owner requirements calls for proof of authority to execute this Tender, proof of such authority in the form of a certified copy of a resolution naming the person or persons in questions as authorized to sign this Tender on behalf of the Corporation or Partnership should be attached.

Please clearly mark on the envelope, **REMOVAL OF CEDAR SHINGLES, ROOF REPAIR (AS REQUIRED) AND INSTALLATION OF ASPHALT CEDAR LOOK SHINGLES – CONNOR PARK PAVILION**

"Please Use This Form For Submission"