



RFP 11-2024
Wingham Tennis and Pickleball Court Rehabilitation Project

11-2024 Wingham Tennis and Pickleball Court Rehabilitation Project

BID SUBMISSIONS

The Corporation of the Township of North Huron shall hereinafter be referred to as “the Township” or “the Owner”.

The Township shall accept **HARD COPY BID SUBMISSIONS** for this Tender submitted through the Township’s Municipal Office, located at 274 Josephine Street PO Box 90, Wingham ON N0G2W0. Bids submitted and/or received by any other method shall be rejected, unless the Township has instructed otherwise by published Addendum.

The onus is on Bidders to ensure their hard copy bid submission is received no later than the closing date and time. Bidders are cautioned that the timing of their bid submission is based on when the bid is **RECEIVED** by the Township, not when a bid is submitted by a Bidder. A bid submission will only be considered to have been submitted once it has been **RECEIVED** at the Township office, regardless of when the bid was submitted by the Bidder. The closing date and time shall be determined by the Township’s front office clock.

For the above reasons, the Township recommends that the Bidder allow sufficient time to submit- their bid submission and attachment(s) (if applicable) and to resolve any issues that may arise.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this bid document from a third party, The onus is on the Bidder to contact the Township for the latest information and updates via email. Results for this tender will be posted on the Township’s website: [Bids, Tenders and RFPs - Township of North Huron](#).

Only bid documents posted on the Township’s website are to be considered the “official” documents. The Township accepts no responsibility for the accuracy of information found on other websites.

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Section 1 Tender Information

1.1 Submission of Tenders

Tender Submissions for RFP 11-2024 will be received at the North Huron Municipal Office (274 Josephine Street, Wingham ON) through hard-copy submissions only.

ATTN: Director of Public Works and Facilities
RFP-11-2024 Wingham Tennis and Pickleball Court Rehabilitation Project
274 Josephine St.
PO Box 90
Wingham ON.
NOG 2W0

1.2 Schedule of Events

The schedule provided is for guidance only and the Township reserves the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule.

Event	Date, Location
Tender Release Date	Thursday, April 18, 2024
Closing Date and Time	Friday, May 10, 2024 @ 2:00PM
Mandatory Site Meeting	Thursday, May 2 2024 @ 10:00AM
Earliest Start Date	Tuesday, September 3, 2024
Completion of Works	Friday, November 29, 2024

1.3 Extent and Location of Work

This court resurfacing project is located at 231 Madill Drive, Wingham ON, N0G 2W0.

1.4 Right to Accept or Reject Tenders

The Tender shall be based upon the whole of the Specifications and Contract Documents, without reservation.

The lowest or any Tender not necessarily accepted

The Tender must be submitted on the forms provided, which shall be completely filled out and shall be duly executed by signing officer(s) of the corporation. Tenders may be deemed invalidate if the forms are not properly or fully

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completed. All blanks must be legibly and properly filled in on the printed forms applied for that purpose. **If a bid for an item is no cost, enter 0.**

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected. Should any uncertainty arise as to the proper manner of doing so, the Contract Administrator will, upon request, give the requisite information.

If the Unit Prices and total amount of the extensions named by the Bidder in the proposal do not agree, the Unit Prices will be accepted as correct. The corrected extensions will be considered as representing the Bidders intentions. The Township of North Huron will award this contract to one (1) bidder.

1.5 Conditions

The award of this contract is subject to Council Approval and budgetary allocations.

The Township of North Huron reserves the right, in its sole discretion, to cancel any or all bid calls.

The Township of North Huron reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted.

1.6 Award of Contract(s)

The Township of North Huron intent is to award the entire contract to one bidder.

1.7 Litigation

No bid or offer will be accepted from any bidder, inclusive of the bidder's subcontractors, who has a claim or has instituted a legal proceeding against the Township, or against whom the Township has a claim or instituted a legal proceeding, without prior approval of Council. For purposes of this provision, where such bidder is a corporation, bidder shall include any non-arm's length corporation of the bidder.

Bids from any bidder in any of the above circumstances shall be rejected as informal, irregular and non-compliant.

1.8 Unacceptable or Unbalanced Tenders

Each item in the Tender shall be a reasonable price for such item. Under no circumstance will an unbalanced Tender be considered. The Township will be the sole judge of such matters, and should any Tender be considered to be unbalanced, then the Township will reject it.

1.9 Execute Contract

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Tenders shall be open for acceptance for a period of **ninety (90)** days after the closing date. After this time the Tender can only be accepted with the consent of the successful bidder.

When Tenders have been checked, the user department will review the Bids in order to recommend Award.

This Form of Agreement is a written record of the business arrangement between the Township and the Bidder.

Immediately after acceptance of the Tender by the Owner(s), the successful Bidder shall provide the Owner(s) with any required documents within 10 business days of the date of notification of award.

1.10 Indemnification

The successful Vendor shall indemnify and hold harmless the Township, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property cause by any acts or omissions of the Vendor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Proposal. Neither the Owner nor the Successful Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of anyone other than their own officers, agents, servants, employees, customers, invitees or licensees.

This indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.

1.11 Ability and Experience of Bidder and Subcontractors

The Township reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, resources and experience to successfully execute and complete the work in the specified time.

The contractor agrees to submit a list of any subcontractors who will be carrying out any part of this contract. The list shall show the names of the proposed subcontractors and for what work each subcontractor will be responsible. The Township has the right to reject any of the subcontractors so named. In this event, the contractor shall arrange to have the work done by such other subcontractor as may be approved by the Township.

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As part of this Tender package standard forms for listing any subcontractors have been included. The Bidder shall include the completed forms with their submission of Tender.

1.12 Interpretation of Tender Documents

Bidders shall carefully examine all documentation that encompasses this request including but not limited to specifications, addenda and drawings in order to satisfy themselves as to all conditions affecting the scope of work. No claim for additional costs will be entertained on the grounds of misrepresentation, nor on the grounds that any promise or guarantee was given or provided by the Township.

If a Bidder finds discrepancies, omissions, irregularities or is in doubt as to the meaning, the Bidder shall contact the Township. The Township cannot be held liable for any oral explanation or interpretation provided.

Any and all addenda issued prior to the closing date will be posted on the Township's Bids Tenders and RFP webpage under "current opportunities" <https://www.northhuron.ca/en/municipal-government/bids-tenders-and-rfps.aspx#Current-Opportunities> . It is the bidder's sole responsibility to download and include all addenda issued with the tender submission.

Bidders attempting to contact Township staff or elected officials other than the contact(s) indicated within this request, for whatever reason during the bid process, are advised that such action may result in their disqualification from the process.

1.13 Bidders to Investigate

The Bidder shall be deemed to have satisfied themselves before Tendering as to the correctness and sufficiency of their bid for the completion of the work.

In addition, the Bidder shall obtain their own information on all matters and things that may in any way influence them in making their Tender and fixing the rates entered by them in the "Schedule of Items and Prices". The Bidder shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under terms of contract.

1.14 Mandatory Site Meeting

A mandatory Site Meeting will be held on Thursday, May 2, 2024. Parties are required and expected to adhere to the Occupational Health and Safety Act (OHSA), Public Health guidelines and all other applicable legislation in regards to ensuring the protection of their employees while on Municipal property. The Contractor will be responsible for providing their own PPE in accordance with the OHSA, Public Health guidelines and all other applicable legislations.

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Any contractor wishing to attend to attend MUST send an e-mail notifying staff they wish to attend before Wednesday, May 1, 2024, no later than 1:00 p.m. All appointments can be scheduled by email to the following:

Jenna McDonald – jmcdonald@northhuron.ca

Requirements at time of Execution/Prior to Commencement of Work

The successful bidder will be required to submit the following documentation, in form satisfactory to the Township of North Huron, at the time of the execution of the contract.

- a. Executed Agreement
- b. Insurance Documents in compliance with the Tender Documents
- c. Workplace Safety and Insurance Board Clearance Certificate
- d. Contractor Health and Safety Plan

1.15 Accessibility for Ontarians with Disabilities Act (AODA)

The Township of North Huron supports the goals of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and establishes policies and practices which are consistent with the accessibility standards and the four core principles of dignity, independence, integration and equal opportunity. Under section 7 of O. Reg. 191/11, Integrated Accessibility Standards established by the AODA, the Township of North Huron must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Township receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Integrated Accessibility Standards regulation and receive any applicable training as required on the AODA and its regulations

Access an e-learning course:

The training requirements can be fulfilled by completing the e-Learning course "Customer Service Standard Module", which can be found on the following website: <http://accessforward.ca/>

Requirements of the Integrated Accessibility Standards (Ontario Regulation 191/11): <https://www.ontario.ca/laws/regulation/110191>.

1.16 Township Freedom of Information and Protection of Privacy Act

Please note that the Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

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If the Bidder wishes to protect from disclosure any or all of the documents that are submitted to the Township as part of their bid, a letter shall be submitted as an attachment to the Form of Proposal to the attention of the Director, Community Services / Clerk, stating any or all of the documents that the Proponent wishes to protect, referencing the above-mentioned legislation, and signed by a responsible officer. This letter will not guarantee that there will never be disclosure, but it does provide the groundwork for handling an application for disclosure by a third party under this legislation.

1.17 Township Purchasing Policy

The Township's Purchasing of Goods, Services and Construction Policy form an integral part of this proposal document. The Policy and Procedures apply to this proposal process. A copy of the Township's Purchasing Policy can be found on the Municipal Website www.northhuron.ca.

1.18 Tender Security

Every Tender must include a bid bond from a surety licensed by law to do business in the Province of Ontario and made payable to The Corporation of the Township of North Huron, in an amount equal to at least 10% of the tendered price, including H.S.T. Bid bonds must be irrevocable for at least ninety (90) days from the date of bid opening.

In the event that:

The successful Bidder does not execute the Contract and provide bonds, insurance and other documents, within seven (7) days after being so requested, the Township may use such Bidder's bid security as partial payment for such further and other damages as the Township may suffer as a result of such Bidder's actions. The Township may then accept any Tender, not accept any Tender, and/or advertise for new Tenders. Use of a Bidder's bid security shall not limit the Township's ability to recover damages through other permissible means, including without limitation through civil litigation. Bidders must attach their Tender Deposit in the bid submission. **Hard Copy Bid Bond Included in Bidders Submission.**

1.19 Bonding Requirements

For all construction projects estimated to exceed \$75,000.00 a Tender Security/Bid Bond of a minimum of 5% of the contract value in the form of a Paper Bid Bond. The Bidder must attach a paper Bid Bond. Bidders should request that their Surety uses an ink seal or, an embossed seal is used. Only bonds issued by a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having an office in Ontario shall be accepted. The Surety Bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

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Section 2 Form of Agreement

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2024.

BETWEEN:

The Corporation of the Township of North Huron

(hereinafter called "the Township")

-and-

(hereinafter called "the Contractor")

WHEREAS the Corporation of the Township of North Huron is desirous that certain Works should be completed, viz. Wingham Tennis and Pickleball Court Rehabilitation project in the Township of North Huron and has accepted the Tender by the Contractor for the completion of such Works,

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz
 - i) Form of Agreement
 - ii) Addenda
 - iii) Standard Specifications
 - iv) Form of Tender
 - v) Supplemental General Conditions of Contract
 - vi) General Conditions of Contract
 - vii) Information to Bidders
- 3) In consideration of the payments to be made by the Township to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Township to complete the Works in conformity in all respects with the provisions of the Contract.
- 4) The Township hereby covenants to pay the Contractor in consideration of the completion of the Works at the Contract Price in the manner prescribed by the

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Contract. The issuance of the final estimate for payment by the Contract Administrator, and the acceptance by the Contractor of the amount or amounts certified for payment there under, shall constitute a waiver and release by the Contractor of all claims by the Contractor under this Contract, against the Township or Contract Administrator or his/her designate.

5) This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

)
) _____

) I/We have the authority to bind
) the corporation
) Per:

) _____
) **Township of North Huron**

) I/We have the authority to bind
) the corporation
) Per:

) _____
) Paul Heffer, Reeve

) _____
) Carson Lamb, Clerk

Sample Agreement Only

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Section 3 Standard Specifications

3.1 Description of Work

This project involves the removal of the old asphalt on the existing three (3) tennis courts, the repair/preparation of the base surface, and installation of a new top court surface on all three tennis courts. Courts will be laid out as such:

1. Tennis Court
2. 1 Tennis & 2 Pickleball Courts (hybrid)
3. Two Pickleball Courts

The project also includes the removal and installation of new posts and the purchase of new nets and benches; as well as, installation of new fencing and repairs to the existing fence.

3.2 Scope of Work

Properly reconstruct the tennis and pickleball courts as per Section 4 - Designs. Removal of the old asphalt on the existing courts, the repair/preparation of the base surface, and installation of a new top court surface on all three courts. Allowing space for potential logo placements.

Court One: Build a tennis court as per the Tennis Canada specifications/regulations ([14.-Tennis-Court-Design-Standards.pdf \(tenniscanada.com\)](#)).

Court Two: Build a hybrid Pickleball and Tennis Court.

Court Three: Build two (2) Pickleball courts on the existing footprint as per the International Federation of Pickleball – Pickleball Canada Rules (IFP). Due to the size of the existing court (<https://pickleballcanada.org/wp-content/uploads/2021/02/1-PCO-IFP-2021-Pickleball-Rulebook-Canada.pdf>).

3.3 Bidder's Supervision On-Site

The Bidder shall provide a competent representative to be constantly on site during all working hours and ongoing throughout the execution of the Works. The Bidder's representative shall, at all times, be in full control and be responsible for all activities and all phases of Work including those portions of the Works performed by subcontractors.

3.4 Bidder's Schedule and Hours of Work

Under this Contract, the Bidder shall not work on Saturdays, Sundays or Statutory Holidays (except as instructed by the Project Manager in case of an emergency).

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The Bidder may commence operations in the morning at 7:00am and shall terminate operations no later than 7:00pm.

The successful bidder **must** work around pre-scheduled events at the locations.

3.5 Disposal

Disposal of materials shall be such as not to be unsightly or potentially unsightly when viewed from the highway/facility, and shall be carried out in an environmentally acceptable manner.

The contractor shall maintain the work and its site in a tidy condition and free from an accumulation of waste material and debris. All waste material and debris from this construction project may be taken to the North Huron Landfill Site to be disposed of properly, free of charge to the contractor.

Before the issuance of a Final Certificate of Completion the contractor shall remove all surplus materials, debris and waste from the site of work.

Excess clean gravel and asphalt will be considered at the North Huron Gravel Pit, dependent on quantity and quality.

3.6 Private Property

The Bidder shall assume full responsibility for crossing or making use of private property and shall obtain all necessary permission in connection therewith.

3.7 Permits and Licenses

The Contractor shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees associated with such to complete the work. The Township has obtained a Building Permit and the construction drawings have been completed. Work can commence as soon as possible.

3.8 Materials

The Contractor shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail. All materials, unless specified, must conform to the applicable industry standard.

The Township reserves the right to reject any supplier and/or materials at their sole discretion.

The cost for all material testing shall be borne by the Contractor. The Township reserves the right to perform correlation testing at any time. Should any test not

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conform to the Specifications, the Engineer may disqualify that particular lot of material.

3.9 Delays

If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor's control, deductions will be made to the final payment certificate for all reasonable damages associated with such delayed performance in the amount of, but not limited to, any losses or damages incurred due to delays.

3.10 No Increase in Rates

No Claim for increase in rates in the Form of Tender, or other prices quoted in the Contract will be entertained, nor shall the Bidder be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by the Township or their agents or employees or any other persons.

3.11 Insurance

The Bidder shall indemnify and save harmless The Corporation of the Township of North Huron and against all claims, demands, loss, damages, etc. The Bidder shall keep in force, a comprehensive policy of public liability and property damage insurance acceptable to the Township providing insurance coverage in respect of any one accident to the limit of at least Five Million (\$5,000,000.00) resulting from, or arising out of any act or omission on the part of the Bidder or any of his servants or agents during the execution of the Contract. The Bidder shall forward with the executed contract documents a certified copy of the policy or certificate naming the Township of North Huron

3.12 Health and Safety and WSIB

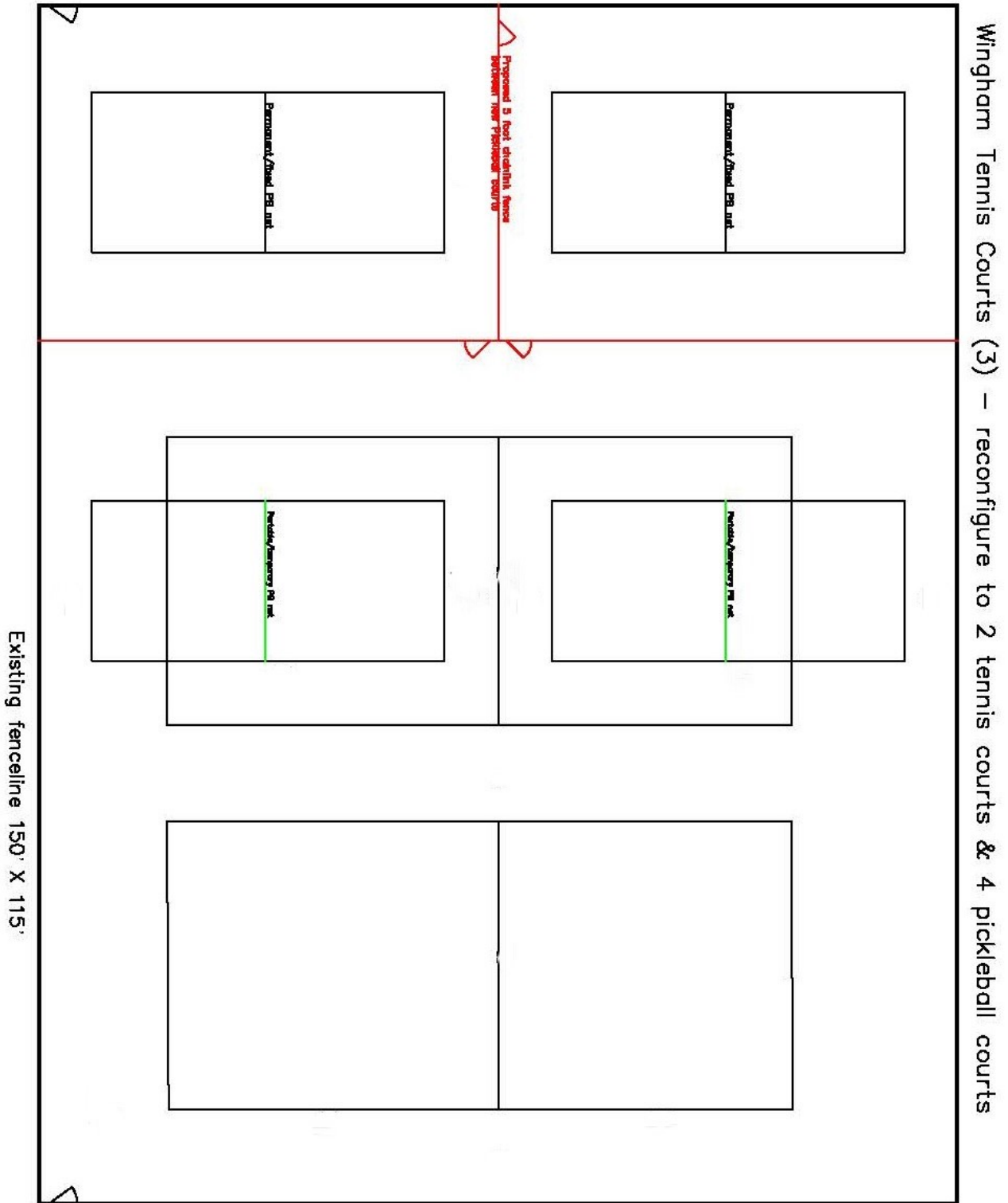
The successful bidder is required to conform to the Occupational Health and Safety Act related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Township a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

3.13 Payments

Payments will be made within forty-five (45) days of receipt of invoice. Invoices are to include a purchase order number which will be provided by the Township upon award of contract.

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Section 4 Designs



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Section 5 Bid Form



TOWNSHIP OF NORTH HURON
BID FORM OF AGREEMENT

Company name and title: _____

Name (print): _____

Mailing address: _____

Town and postal code: _____

Telephone number: _____ **Cell number:** _____

E-mail address: _____

To: The Corporation of the Township of North Huron
Tennis and Pickleball Court Rehabilitation Project
Attention Director of Public Works and Facilities
PO Box 90, 274 Josephine Street
Wingham ON, N0G2W0

Offer: The undersigned undertakes to do all work required to remove the old asphalt on the existing three (3) tennis courts, the repair/preparation of the base surface, and installation of a new top court surface on all three courts. Courts will be laid out as such:

1. Tennis Court
2. 1 Tennis & 2 Pickleball Courts (hybrid)
3. Two Pickleball Courts

The project also includes the removal and installation of new posts and the purchase of new nets and benches; as well as, installation of new fencing and repairs to the existing fence. In accordance with all tender and contract documents at the prices as follows (excluding HST):

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Price	Item	Indemnification
\$	Removal of all Court Surfaces	Mandatory
\$	Court 1- Tennis	Mandatory
\$	Court 2 - Hybrid	Mandatory
\$	Court 3 - Pickleball	Mandatory
\$	Landscaping	Mandatory
\$	Logo Installation (per logo)	Provisional
Total (Excluding HST)		\$
HST		\$
Total (Including HST)		\$

Other sums may be ascertained in accordance with the proposal and contract documents. The schedule of items and prices shall form part of this proposal. If there is any conflict between the proposal sum entered above and the correct summation of the lump sum prices, provisional sums and correct extensions of the unit prices and quantities entered in the aforesaid schedule, the said summation shall take precedence.

This proposal is irrevocable for sixty (60) working days after the closing date and time, whether or not any other proposal has previously been accepted or not and whether notice of acceptance of another proposal has been given or not.

Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

AUTHORIZED SIGNATURE (binding authority): _____

Date: _____ Potential work to begin date: _____