

CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR QUOTE 2024-04-PRC – Evaporative Condenser Replacement

The Town of Hanover invites quotes for an Evaporative Condenser Replacement. Sealed quotes, clearly marked **RFQ 2024-04-PRC – Evaporative Condenser Replacement** will be received by Vicki McDonald, Clerk, Corporation of the Town of Hanover, 341 10th Street, Hanover, ON N4N 1P5 until **2:00 pm local time, on Tuesday October 15, 2024.**

The proposals will be opened publicly at that time.

Request for quote document with specifications and details may be obtained at the Municipal Office, 341 10th Street, Hanover, ON or on the Town of Hanover website www.hanover.ca/tenders-and-bids.

For additional information regarding the Evaporative Condenser Replacement specifications, contact:

Tom Karl, Manager of Parks and Recreation Facilities
Town of Hanover
519.364.2310 x2126
tkarl@hanover.ca

Lowest or any proposal not necessarily accepted.

1. INTRODUCTION

The Town of Hanover is inviting quotes from interested suppliers for the supply and install of a new Evaporative Condenser for our existing ice plant.

The objective of this project encompasses the following:

- Provide a lifecycle replacement for the Evaporating Condenser servicing the ice plant located at the P&H Centre (269 7th Avenue Hanover Ontario).

2. DEFINITIONS

CONTRACTOR: The single Contractor to provide the work of this Bid Document. This Contractor shall be the supplier, installer, and commissioner. This party shall be the contractor signatory to the contract and shall take on all responsibilities therein. The Contractor shall supply all materials, labour, and equipment required to complete all work and provide all fully functional deliverables.

OWNER: For the specifications herein, The Town of Hanover shall be referred to as The Owner.

3. SCOPE OF WORK:

3.1 PART 1 | ICE RINK GENERAL

This replacement consists of a life cycle upgrade of the ammonia Evaporative Condenser for the ice surface. It comprises all fully operational and functional elements, including equipment, piping, valves, instrumentation, and demolition. This includes an existing Evaporative Condenser, refrigeration field piping, water field piping, and instrumentation.

GENERAL REQUIREMENTS:

The decommissioning, removal and disposal of existing, supply, and installation of equipment, testing, start-up and warranty of an Evaporative Condenser as outlined.

The intent of the Evaporative Condenser replacement is that no loss of ice time will occur. This contractor must be able to demonstrate to the Owner that a proper plan be implemented such that the allotted time for installation is satisfied. We have an operational smaller BAC unit (Model # VC1-72) to be used as a back up to ensure no loss of ice occurs.

Supply and install refrigeration system components, including condensing equipment, valves, piping, and labour.

The work shall consist of the provision of all labour, materials, tools, equipment, testing, commissioning, training services, transportation, shipping, handling, administration, supervision, management, insurance, temporary protection, cleaning, removal, installation, cutting and patching, warranties, services, and items, even though these may not be specifically mentioned in this document which are required for the complete, fully functional and commissioned condensing system.

Provide a complete, neat, and workmanlike installation. Use only employees who are certified Red Seal journeyman or registered apprentices (under the supervision of a journeyman). The labour used to carry out the work shall be skilled, experienced, trained, and familiar with the specific equipment, software, standards, and configurations to be provided for this Project. Contractors must submit registration numbers for key personnel that are certified journeyman.

Manage and coordinate the work in a timely manner in consideration of the project schedule.

Execute work using the most effective use of time and resources.

Minimize disruption of arena operations, and co-ordinate any required service disruptions with the Manager of Parks & Recreation Facilities.

Work may commence at the earliest by Tuesday October 22, 2024

All work is to be substantially completed by Tuesday December 31, 2024

QUALITY ASSURANCE

The Contractor shall be regularly engaged in the installation and service of mechanical, refrigeration, heating, and ventilation systems in Ontario.

The system components included in this project shall consist of the products from manufacturers regularly engaged in the production of refrigeration and mechanical equipment, and shall be the manufacturer's latest standard of design at the time of bid.

Workplace Safety and Hazardous Materials

- a)** Provide a safety program in compliance with the Contract Documents.
- b)** Contractor shall have a corporately certified comprehensive Safety Manual and a designated Safety Supervisor for the Project.
- c)** The Contractor and its employees and subtrades comply with local, provincial, and federal safety regulations.
- d)** The Contractor shall ensure that all subcontractors and employees have written safety programs in place that covers their scope of work, and that their employees receive the training required by the Occupational Health & Safety Act for the Province of Ontario for at least each topic listed.
- e)** Hazards created by the Contractor or its subcontractors shall be eliminated before any further work proceeds.
- f)** Hazards observed but not created by the Contractor or its subcontractors shall be reported to the Owner's Engineer and the Owner within the same day. The Contractor shall be required to avoid the hazard area until the hazard has been eliminated.
- g)** The Contractor shall sign and date a safety certification form prior to any work being performed, stating that the Contractors' company is in full compliance with the project safety requirements.
- h)** The Contractor's safety program shall include written policy and arrangements for the handling, storage, and management of all hazardous materials to be used in

the work in compliance with the requirements of the Authorities Having Jurisdiction at the project site.

- i) The Contractor's employees and subcontractor's staff shall have received training as applicable in the use of hazardous materials and shall govern their actions accordingly.

QUALITY MANAGEMENT PROGRAM

Designate a competent and experienced employee to provide Project Management. The designated Project Manager shall be empowered to make technical, scheduling, and related decisions on behalf of the Contractor. At minimum, the Project Manager shall:

Manage the scheduling of the work to ensure that adequate materials, labour, and other resources are available as needed.

Manage the financial aspects of the Contract, with respect to the budget and payment applications.

Be responsible for the work and actions of the workforce on site.

Coordinate as necessary with other trades.

REQUIREMENTS

The Contractor shall fully comply with all codes and standards applicable to this type of work, including:

- a. Canada Occupational Health and Safety Regulations
- b. Occupational Health and Safety (OH&S) Act of the Province of Ontario
- c. National Building Code of Canada
- d. Ontario Building Code Regulations
- e. National Fire Code of Canada
- f. Fire Protection and Prevention Act of the Province of Ontario
- g. CSA B52 Mechanical Refrigeration Code
- h. CSA B51 Boiler, Pressure Vessel, and Pressure Piping Code
- i. ASME Boiler and Pressure Vessel Code (BPVC)
- j. TSSA Regulations
- k. IIAR Standards
- l. Underwriters Laboratories (UL) listing and labels
- m. American National Standards Institute (ANSI)
- n. American Society for Testing and Materials (ASTM)
- o. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA).
- p. American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standards:
 - i. ASHRAE Standard 15 - Safety Standard for Refrigeration System
 - ii. ASHRAE Standard 34- Designation and Safety Classification of Refrigerants.
- q. ASME B31.9 Building Service Piping

In the case of conflicts or discrepancies, the more stringent regulation shall apply

All work shall meet the approval of the Authorities Having Jurisdiction at the project site.

SHOP DRAWINGS

Manufacturer's data sheets must be used for each product included as part of the scope of work. The submittal package must include:

- r. Install preparation instructions, methods, and recommendations.
- s. Safety requirements and details.
- t. Operating and design parameters such as temperatures, pressures, and physical size.
- u. Performance and equipment specifications.
- v. Storage and handling requirements and recommendations.

All specifications for equivalents being offered must be received electronically by the Owner's Engineer for review no later than the question deadline during the bidding process.

For maintenance purposes, equivalents for equipment will only be approved if all equipment of a similar type meet the specifications.

Shop drawings must also contain complete schematic diagrams and any other details required to demonstrate that the system has been coordinated and will properly function as a system.

RECORD DOCUMENTATION

Provide two (2) paper copies and one (1) USB digital copy of operating and maintenance manuals for all installed equipment pertaining to this contract, including as-built drawings.

After completion of all tests and adjustments, the contractor shall provide a copy of all as-built information and product data.

On Site documents: Maintain at job site, one copy each of the following (but is not limited to):

- a) Contract drawings.
- b) Specifications.
- c) Addenda.
- d) Reviewed shop drawings.
- e) List of outstanding shop drawings.
- f) Change orders.
- g) Other modifications to Contract.
- h) Copy of approved Work schedule.
- i) Health and Safety Plan and other Safety related documents.

- j) Manufacturers' installation and application instructions.
- k) Labour conditions and wage schedules.
- l) Other documents as specified.

Manual shall be bound in three (3) ring binders and contain, as a minimum, the following:

- a) System operation and maintenance instructions, troubleshooting guidelines and operating log.
- b) Safety bulletins and material safety data sheets.
- c) Reviewed and approved (stamped) shop drawings
- d) Completed and approved Application for water connection form (As Required). Contractor to comply with all local and provincial backflow prevention requirements, where applicable
- e) Approvals by all Authorities having jurisdiction.
- f) Equipment operation and maintenance instructions

As-built drawings must contain, as a minimum, the following;

- a) Refrigeration equipment layout and schedule
- b) Mechanical System equipment layout and schedule
- c) Control Sequences of Operation
- d) Structural Drawings and Plans
- e) Electrical Wiring Diagrams, Layouts and Schematics
- f) All flow schematics

Prepare an index of all submittals and shop drawings for the installation. Index shall include a shop drawing identification number, Contract Documents reference and item description.

The contractor shall correct any errors or omissions noted in the first review.

Within two (2) weeks of contract award the contractor shall provide a schedule, in a Gantt Chart to the Owner and the Owner's Engineer, which summarizes all construction timelines and milestone dates. Including, but not limited to:

- a. Shop drawing submittal and review time;
- b. Equipment order dates;
- c. Lead time;
- d. Site construction milestones (demolition, package placement, etc.)
- e. On-site completion;
- f. System start-up;
- g. Substantial completion;
- h. Training and owner turnover.

COMMISSIONING

Upon completion of the work, the contractor shall start up and calibrate the system to ensure all installed components start and are installed properly.

The contractor shall provide the Owner with a Start Up checklist prior to project completion for review and approval. The checklist shall include, but is not limited to, the following elements:

- a. Equipment status
- b. Time of day
- c. Inlet temperatures

- d. Outlet temperatures
- e. Suction pressures
- f. Discharge pressures
- g. Liquid flow rates
- h. Oil temperatures
- i. Valve positions
- j. Power reading including: power draw, voltage, current, power factor

An initial equipment check shall occur prior to start up to ensure functionality of all components. Prior to this check, all equipment shall be visually inspected.

Once start-up has occurred, the Start-Up Checklist shall be completed. The checklist shall be completed when the system is under load and at steady state to ensure all equipment is running. The contractor shall be immediately available in the hours following start up to provide start up services and to rectify issues immediately as they arise.

The turnover to The Owner shall occur when:

- The installation is complete
- Intact insurance consultant has issued a record of inspection
- TSSA certification has been granted
- Training has been completed
- Operating and Maintenance Manuals have been accepted
- Shop-drawings have been updated
- As-built drawings have been completed

WARRANTY

Standard Material and Labour Warranty:

- a) Provide a minimum one-year labour and material warranty on the system following substantial completion unless otherwise noted.
- b) If within twelve (12) months from the date of acceptance of a product, upon written notice from the Owner, it is found to be defective in operation, workmanship, or materials, it shall be replaced, repaired, or adjusted at the option of the Contractor at the cost of the Contractor.

3.2 PART 2 | REFRIGERATION PLANT

DEMOLITION SCOPE OF WORK

The contractor is to remove and dispose of an existing evaporative condenser. The Owner will retain any noted equipment, valves, piping connections, piping and salvage, once removed, from use.

REFRIGERATION SCOPE OF WORK

Supply and install one (1) evaporative condenser.

Accepted Models: Evapco ATC199E or BAC PCC-0141-0709N010

Contractor to provide a new relief connection including a new relief valve for the evaporative condenser.

Details are provided below for reference:

- a) Capacity: 1555 MBH
- b) WB: 75F
- c) SOT: 90F
- d) Refrigerant: Ammonia
- e) Fan Motor: 10 HP
- f) Airflow Rate: Approx 37,000 CFM
- g) Condenser to be equipped with sound attenuation (i.e. VFD Controls)
- h) Oper. Weight: No greater than 9290 lbs.
- i) Contractor is responsible to verify structure if weight exceeds 9290lbs and any structural changes required will be included in pricing.
- j) Contractor to Verify electrical and condenser pump match what is needed as per condenser specifications. If upgrading pump or electrical is required, it is to be included in pricing.

4. SCHEDULE

The schedule is as follows:

RFQ Issued	Friday September 20, 2024
Optional Site Visit	Wednesday October 2, 2024 at 2pm
Deadline for Questions	Tuesday October 8, 2024
RFQ Closing Deadline	Tuesday October 15, 2024 at 2pm
RFQ Awarded	Tuesday October 22, 2024

5. ENQUIRIES

All enquiries related to this quote are to be directed to the following person. Information obtained from any other source is not official and should not be relied on.

Tom Karl
Manager of Parks and Recreation Facilities
Town of Hanover
519.364.2310 x 2126
tkarl@hanover.ca

6. SUBMISSIONS

Sealed quotes clearly marked 'RFQ 2024-04-PRC Evaporative Condenser Replacement will be received by:

Vicki McDonald,
Clerk,
341 10th Street
Hanover, ON N4N 1P5

Until **2:00pm local time on Tuesday October 15, 2024**

The following documentation must be included or the quote will be rejected:

- a) Completed and signed SCHEDULE A – FORM OF QUOTE;
- b) Detailed Evaporative Condenser quote document as per company / manufacturer;
- c) Manufacturer’s specifications and descriptive literature for the Evaporative Condenser; and
- d) Warranty term, details and specifications.

4.3 Right to Accept or Reject Quotes

The Town, at its sole discretion, reserves the right to accept or reject any or all quotes. The Town reserves the right to waive any irregularities in any proposal, and to request clarification and additional information on any quote. The lowest or any quote will not necessarily be accepted. The quote shall not be construed as an agreement to purchase goods or services.

4.4 Purchasing Procedures for Bidders

Please refer to SCHEDULE B – PURCHASING PROCEDURES for Town of Hanover By-Law No. 2459 purchasing procedures.

4.5 AODA Compliance

Proponents shall ensure that its employees, agents, volunteers, or others engaged by the Proponent in the delivery of the services contemplated under this Project receive training in accordance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service and Section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards Regulation made under the *Accessibility for Ontarians with Disabilities Act, 2005* (the “**AODA**”).

SCHEDULE A – FORM OF QUOTE

Business / Supplier Name _____
Staff Name _____
Address _____
Phone / Cell _____ Fax _____
Email _____

Make and Model: _____
Expected Delivery & Installation Date: _____
Warranty Details: _____

Other: _____
Quote Price \$ _____
Freight / Delivery \$ _____
Options \$ _____
Sub-Total (excluding taxes) \$ _____
Applicable Taxes \$ _____
Total Price \$ _____

STATEMENT BY BIDDER

RFP DOCUMENT NAME _____

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at _____ this _____ day of _____, 20 _____

Witness

Signature of Authorized Person

Position

SCHEDULE B - Purchasing Procedures for Bidders Submitting Tenders

Schedule 'C' to By-law 2459-04

The following are the general purchasing procedures for The Town of Hanover that are to be included as an attachment to all bid documents. All bidders must adhere to the following procedures.

1. The following procedures shall be followed explicitly. Changes to any of these procedures shall be done only in writing by the Department Head/designate responsible for such bid document, to be given to all persons bidding. Copies of these procedures shall be given to every person intending to submit pricing for goods or services and a statement shall be signed and submitted with every bid submission that these procedures have been read and understood by the bidder.
2. All bid submissions must be properly signed and sealed or witnessed and placed in an envelope and submitted to the Department Head/designate to the location detailed in the bid document, before 2:00 p.m. local time on the specified date as stated in the bid document.
3. All submitted bids shall have the date and time of receipt noted on the face of the envelope.
4. Bids received later than the time specified will not be accepted, regardless of any postal seal date and such bids will not be opened and will be returned by regular registered mail or picked up by the owner from the office where bid was received.
5. All bids shall be submitted in one envelope and shall contain all of the bid documents required at time of closing as stated in the bid document. The Submission Label must be completed in full by the bidder. Envelopes will not be supplied.
6. All bids will be opened at a time announced by the Department Head responsible/designate as soon after the closing as is practical. Such bid opening shall be open to the public and the Department Head/designate responsible and the Treasurer/designate shall attend at such opening.
7. Upon opening, if the envelope does not contain the appropriate documentation as required, the bid will be declared as informal. The Department Head/designate and the Treasurer/designate will review the bids immediately after bid closing. If it is confirmed that the bid does not comply with the requirements at time of closing, the bid will be rejected. Written confirmation of the bids rejected will be forwarded to the bidder by the Department Head.
8. When the Department Head /designate checking bid submission compliance is satisfied that the bid submission contains the proper forms and information, the total price bid will be quoted publicly. All bid compliancy will again be reviewed by the Department Head.
9. No announcement concerning the successful bid will be made at the opening. A complete report and analysis shall be prepared by the appropriate Department Head or Consultant as the case may be, to be submitted to Committee and/or Council for a decision.

10. Bidders shall carefully examine and study all of the bid documentation, drawings, specifications, site of the work (if applicable) etc., in order to satisfy themselves by examination as to all conditions affecting the contract as the detailed requirements to fulfill the contract.
11. The Corporation of the Town of Hanover reserves the right to reject any or all bids for any reason whatsoever and to accept any bid considered best for its interest.
12. Any bidder will be permitted to withdraw his/her unopened bid submission after it has been deposited with the Department Head, provided such request for withdrawal is received in writing prior to the time appointed by the Department Head for the opening of such bids.
13. More than one bid submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
14. The bidder may submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion. The Corporation shall be the sole judge of such matters.
15. Bids 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. The bidder may, however, submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion.
16. Bids containing prices that are unbalanced and are likely to affect adversely the interest of the Corporation, may be rejected. The Corporation shall be the sole judge of such matters.
17. Should a bidder find discrepancies in, or omissions from the bid documents, or should he/she be in doubt as to meaning, he/she shall clarify them with the appropriate Department Head or Consultant as the case may be, who may send an addendum to all bidders. No oral explanation or interpretation.
18. All bids must be on the form supplied by the Town and be signed and sealed by the bidder. A bid submitted by a Corporation shall bear the Corporation Seal and the signature of a duly authorized officer or officers who may be required to present evidence of his/her or their authority to sign. Where a bid is a joint venture, they shall comply individually with this direction.
19. Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the bid submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Consultant of the Town.
20. The Contractor shall insert the firm's WSIB account number in the space provided on the Bid Form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.

21. Any contingency allowance to be included shall be stated by the Town and no bidder shall include any contingency allowance in any bid.
22. The estimate of quantities as shown in the bid document shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation.
23. Whenever in a bid submission the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.
24. The unit price or lump sum price for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the Special Provisions, standard specifications and supplemental specifications.
25. The appropriate Department Head will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid.
26. When bid deposits are a requirement of the bid document, they must be submitted in full compliance of the bid and in adherence with the following:
 - 26.1 It is noted that the bid deposit cheque, money order or bid bond is a guarantee that the contractor or supplier will execute a contract agreement with the Town for the delivery of the services, material or equipment provided for in the applicable bid document. In the event that a bidder or contractor fails to execute a contract agreement or supply the requested documentation with the Town when requested to do so, the bidder shall be deemed to be in default and the Town will have full unencumbered right to cash any bid deposit cheque or money order or act upon a bid bond in its possession relating to the specific bid document for default of the bidder and the Town has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted as herein shall have no claim whatsoever against the Town for such action taken by the Town.
 - 26.2 All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of The Town of Hanover. The Town of Hanover, within ten (10) days after the close of the bids shall return all bid deposits except the lowest bid and the next lowest bid unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The bid deposits retained by the Town shall be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Town in its bid documents within three weeks after the date of contract award, the Corporation at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture.
 - 26.3 Bidders shall note that no interest will be paid on any bid deposit.

- 26.4 Agreement to Bond shall be in a form established by The Town of Hanover if a format is provided in the bid document. If not, the format provided by the bonding company is sufficient.
27. After notification of award, the successful bidder will be responsible for adhering to the following as applicable to the bid document requirements:
- 27.1 The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSIB clearance letter, as required herein, with the Corporation within three weeks of the date of contract award and shall be maintained until contract completion.
- 27.2 Failure to execute the contract or to file satisfactory bond, insurance policies and WSIB clearance letter as required by the bid document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Corporation, not as penalty, but in liquidation of damages sustained. The Corporation shall then have the right to award the contract to any other bidder or to reissue the bid document.
- 27.3 Upon award of the contract, and where required the Contractor must furnish to the Corporation, at his/her cost, a Performance Bond in the amount specified in the bid documents. Such bond must be satisfactory to the Corporation.
- 27.4 The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed or materials supplied or both within the terms of the contract up to the face value of the bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications thereof, and twelve-month maintenance guarantee.

The bonding company shall NOT replace a prime Contractor or Sub-Contractor without prior approval of the appropriate Department Head or Consultant of the Town.

- 27.5 Upon award of the contract, the Contractor must furnish to the Corporation, at his/her cost, a CERTIFIED copy of a liability insurance policy as detailed in the bid document. All minimum coverage is detailed below:
- \$2 million – general liability and automobile liability policies;
 - \$2 million – homeowners (e.g. for rental of facilities);
 - \$5 million – general liability and automobile liability policies – for contract work done for The Corporation;
 - \$2 million – professional errors and omissions liability;
 - Builder's Risk – the amount of the project cost.

Such policy shall contain:

- 27.5.1 a "Cross Liability" clause or endorsement;
- 27.5.2 an endorsement certifying that The Town of Hanover and (insert bidder) is included as an additional named insured;

- 27.5.3 an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.
- 27.6 The Contractor's Liability Insurance Policy shall not contain any exclusions of liability for damage, etc. to property, building or land arising from:
 - 27.6.1 the removal or weakening of support of any property, building or land whether such support be natural or otherwise;
 - 27.6.2 the use of explosives for blasting;
 - 27.6.3 the vibration from pile driving or caisson work, provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00
- 27.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation.
- 27.8 If required upon award of contract, the Contractor shall maintain and pay for a Builder's All Risk Policy satisfactory to the Corporation in the joint names of the Corporation and the Contractor, in the amount of 100 percent of the total value of the contract. All monies paid under such insurance shall be received by the Corporation, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material which has been damaged, or destroyed according to the appropriate Department Head or Consultants certificate and the balance, if any, shall be paid to the Contractor on completion. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the contract. The Builder's All Risks Policy shall remain in the custody of the Corporation and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the appropriate Department Head of the Town.
- 27.9 The successful bidder must submit the necessary performance bond and certified copies of insurance policies in accordance with the contract requirements prior to any construction on site. No work is to commence until the required documentation is received and approved by the Town.
- 27.10 The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work.
- 27.11 The successful bidder shall deal with claims of any nature immediately including insurance claims, complaints from subtrades, etc. If a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the appropriate Department Head, a copy of the claimant's release.
- 27.12 Occupational Health and Safety Act and amendments thereto.
- 27.13 Payments to the Contractor, holdbacks and their release, and certificate of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act, R.S.O. 1990.

- 27.14 In his/her bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven days of receipt of the said certificate, in order to facilitate the hold back release under the substantial performance certificate.
- 27.15 Successful bidders shall be responsible for all permits.
- 27.16 The contract must be completed by the time specified in the bid submission or as agreed upon in the contract.