

**MAKE-UP AIR UNIT REPLACEMENT
RIVERVIEW MANOR, RAINY RIVER, ON**

Sealed envelopes or faxes clearly marked **DRRSB 26-02 Make-Up Air Unit Replacement at Riverview Manor, Rainy River, ON** will be received by:

Tonia DeGagne, Procurement Coordinator
District of Rainy River Services Board
450 Scott Street, Fort Frances, ON P9A 1H2
Phone : (807) 274-5349 ext. 239, Fax : (807) 274-0678
Email: purchasing@rrdssab.on.ca

Up to, but not later than:

**2:00 P.M. Central Standard Time (CST)
Thursday, February 26, 2026**

Part 1 – General Requirements

Intent

- 1.1.1 The work under this contract includes providing all materials, labour, equipment, services, and incidentals to replace the make-up air unit at the apartment complex known as Riverview Manor, located at 110 Fourth Street, Rainy River, ON.
- 1.1.2 This section outlines the general requirements that shall be administered by the General Contractor. While the specification section establishes the requirements for each trade, the General Contractor shall directly supervise and administer all contract requirements to ensure the provision of materials, labour, equipment, services, and incidentals necessary to complete the work on time and to the quality specified.

Work Schedule

- 1.2.1 Conduct work in a continuous manner. Take necessary measures to expedite subsequent phases to maintain or improve on completion date.
- 1.2.2 Work shall be conducted between the hours of 8:00 a.m. and 6:00 p.m., local time, Monday through Friday only, and excluding statutory holidays unless preapproved by appropriate program supervisor/manager.
- 1.2.3 Give DRRSB at least three (3) working days' notice prior to commencing work.
- 1.2.4 All work is to be completed by **December 31, 2026, at 6:00 pm Central Daylight Time (CDT).**

Temporary Services

- 1.3.1 Power: 110 volts electrical, located at each patio or balcony, for operation of power tools.
- 1.3.2 Storage facilities will not be provided on site for storage of construction materials.
- 1.3.3 Provide suitable coverings for materials that are to remain dry.
- 1.3.4 Deliver, store, and maintain packaged materials and equipment with manufacturer's seals and labels intact.

- 1.3.5 Prevent damage and soiling of material and equipment during delivery, handling, and storage. Immediately remove rejected materials and equipment from site.
- 1.3.6 Store and maintain materials and equipment in accordance with manufacturers and suppliers' instructions.
- 1.3.7 Do not load or permit any part of the work to be loaded with weight or force that will endanger the work.

Work at Property

- 1.4.1 Work in this contract is to be conducted in an occupied building. Dwelling units may be occupied, and work must be conducted in such a manner as to cause as little inconvenience as possible to the residents. Existing services to the residents and unobstructed access must be maintained for the residents. Always ensure safe movement of occupants.
- 1.4.2 Be responsible for covering, screening, and protecting tenants'/owner's belongings while work is being conducted.

Fire Safety Requirements

- 1.5.1 Take all necessary precautions to prevent the possibility of fire including the use of fire-resistant sheets to protect adjoining areas, when welding, brazing, grinding, and performing any operations with an open flame, combustible adhesives, or inflammable solvents.
- 1.5.2 Always keep a suitable portable fire extinguisher within three (3) meters of the operation when soldering, welding, blazing, and performing operations with an open flame, combustible adhesives, or inflammable solvents.
- 1.5.3 Ensure all rags and waste containing oil, grease, or other inflammable materials are stored in an approved metal container and removed from the site at the end of each working day.
- 1.5.4 Maintain fire fighters' access.
- 1.5.5 Maintain existing and temporary fire exits, and other means of egress.

Contractors' Use of Site

- 1.6.1 Limited to areas for work and storage as directed by Owner.
- 1.6.2 Do not unreasonably encumber site with materials or equipment.
- 1.6.3 Do not obstruct entrances, stairs, or fire exits.
- 1.6.4 Make good damage to paving, grass, walkways, curbs, trees, planting beds, etc., caused due to the work of this Contract.

Cutting, Fitting and Patching

- 1.7.1 Inspect existing conditions including elements subject to damage or movement during cutting and patching.
- 1.7.2 Where work connects with existing and where existing work is altered, cut, patch, and make good to match existing.

Layout of Work

- 1.8.1 The contractor is responsible for the layout of all parts of the work.
- 1.8.2 Errors resulting from failure verifying the proper layout of any element of the installation shall be rectified without additional cost to DRRSB.

Standards

- 1.9.1 Be familiar with and comply with or exceed the requirements of applicable CGA, CGSB, CSA, ULC or ASTM standards.
- 1.9.2 Perform work in accordance with 2012 Building Code (Ontario Regulation 332/12) including all amendments up to closing date, and other codes of provincial or local application.
- 1.9.3 Failure to comply may result in rejection of the work and the need to replace or repair it at no additional cost to DRRSB.
- 1.9.4 In case of conflict or discrepancy, the more stringent requirements shall apply.
- 1.9.5 Install all materials in accordance with manufacturers' recommendations.

Inspections

- 1.10.1 Code compliance and other mandatory inspections shall be conducted by the designated inspector. The contractor is responsible for contacting the inspector for all inspections.
- 1.10.2 Inspections to ensure compliance with plans and specifications shall be conducted by an inspector designated by the DRRSB.

Health and Safety

- 1.11.1 Comply with all aspects of the Occupational Health and Safety Act and regulations thereunder.
- 1.11.2 It is the contractor's responsibility to provide the proper notification to the Ministry of Labour prior to the commencement of work.
- 1.11.3 Maintain on site a list of all hazardous materials proposed for use on site together with current Safety Data Sheets (SDS).
- 1.11.4 Label all hazardous materials according to WHMIS requirements.
- 1.11.5 Use experienced workers, fully instructed, and trained in accordance with the requirements of WHMIS.
- 1.11.6 The contractor will assume responsibility for all breaches of health and safety requirements.

Coordination

- 1.12.1 Examine requirements of materials, labour, and equipment standards for the work under this contract.
- 1.12.2 Ensure where the work of one trade is to be built-in, or is to be incorporated into, or is dependent on the work of another trade, that material, labour, and equipment is provided to avoid work delays.
- 1.12.3 Ensure that installations, individually and collectively, comply fully with all contract requirements.

Insurance

- 1.13.1 The successful bidder will take out and keep in force for the duration of the work with the DRRSB, a comprehensive policy of public liability and property damage insurance in the minimum amount of two million dollars (\$2,000,000) inclusive per occurrence.
- 1.13.2 The policy will name the DRRSB as an additional insured thereunder and will contain:
 - i) the insurers waive of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the DRRSB and any other corporation owned, operated, or controlled by or affiliated with the DRRSB, together with a severability of interest clause and a cross-liability clause; and

- ii) an undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation, or termination.

Warranty

- 1.14.1 Warrant this work covering both labour and materials for a period of one (1) year from the date of substantial completion.
- 1.14.2 Correct any deficiencies that arise in the warranty period at no cost to the DRRSB.

Product Data

- 1.15.1 Submit two (2) copies of operation and maintenance manuals upon completion of the work.
- 1.15.2 Provide instruction to on-site staff on the operation of the unit upon completion of the installation.

Bid Deposit

- 1.16.1 Bidders are required to submit with their quote a bid deposit payable to Rainy River District Services Board in the amount of ten percent (10%) of the total bid price less HST.
- 1.16.2 In the case of electronic transmission, the original deposit must be received within three (3) business days of closing time. Proof of the deposit, acceptable to DRRSB, must be included in the electronic submission.
- 1.16.3 Deposits of unsuccessful bidders will be returned not later than three (3) weeks following the Quote award.
- 1.16.4 Except as otherwise provided for herein, the bid deposit of the successful bidder will be returned with the first progress payment and must be invoiced as such.

Performance Bond

- 1.17.1 The successful bidder will be required to submit an Agreement to Bond, stating that Surety is willing to supply a performance bond in the amount of ten percent (10%) of the total project cost excluding HST.

Agreement Signing

- 1.18.1 The selected bidder will be invited to enter into the agreement provided in Schedule 2.
- 1.18.2 The contract must be signed by both parties prior to the commencement of work.

Part 2 – Scope of Work

Scope

- 2.1.1 The requirements are to provide all materials, labor, equipment, services, and incidentals to complete the installation of a new make-up air unit at the apartment complex known as Riverview Manor, located at 110 Fourth Street in Rainy River, Ontario.
- 2.1.2 Work is to comply with all specifications and requirements as indicated in the Drawings and Specifications found in a separate document **Schedule 4 Specifications MUA Plan & Details RVI 25021-2025-09-03-IFC.**

Questions and requests for further information or specifications are to be directed to Tonia DeGagne, Procurement Coordinator at 807-274-5349, ext. 239 or by email at purchasing@rrdssab.on.ca.

The successful contractor will be required to provide:

- a. Signed copy of Contractor's Undertaking to Comply form.
- b. Proof of current WSIB coverage/WSIB Clearance Certificate.
- c. Proof of current liability insurance coverage minimum \$2 million per occurrence.
- d. The name of the person responsible for administering the contractor's health and safety program.
- e. Proof of appropriate staff training where required, i.e., Transportation of Dangerous Goods, OHS, WHMIS, etc.
- f. Proof of equipment certification wherever required, i.e., lifting devices, boom cranes, underwater diving, etc.; and
- g. Copy of the contractor's health and safety policies and procedures; and
- h. Of any convictions or orders imposed under health and safety or environmental legislation.

Some of the above documents may be provided annually and retained on file at the RRDSSAB. If you have recently submitted the current information, please check with the Project Coordinator as to what additional information may be required.

Additional Important Information Pertaining to Procurement at RRDSSAB:

*As it is the responsibility of the bidder to determine levy and collection of HST, **amounts bid shall show the HST amount and HST number**, or alternatively cite the basis of exemption in lieu thereof.*

If for any reason, this policy contradicts the policy of any Federal, Provincial, or other source of funding, it will not apply. During the bid evaluation process, preference will be given to the purchase of Canadian goods and services over non-Canadian goods and services, wherever it may be economical to do so.

The RRDSSAB reserves the right to reject or disqualify bids not submitted in strict accordance with requirements of the bid documents.

Bids may be submitted by fax transmittal through a third party; however, the Board assumes no responsibility whatsoever for proper receipt of such fax transmittals. If requested, all bid documents and enclosures must be received within the specified time.

The RRDSSAB is governed by the Municipal Freedom of Information & Protection of Privacy Act (MFIPPA), therefore bidders must accept that the bid contents can be made public as a condition of the bidding process.

The lowest or any bidder not necessarily accepted. The RRDSSAB reserves the right to reject any or all bids, to waive irregularities and informalities therein, and to award the bid in the best interest of the Board.

**INCLUDE FOLLOWING LABEL TO
YOUR QUOTE**

From:

**Attn: Tonia DeGagne, Procurement Coordinator
District of Rainy River Services Board
450 Scott Street
Fort Frances, ON P9A 1H2**

purchasing@rrdssab.ca

DRRSB 26-02 Make-Up Air Unit Replacement,
Riverview Manor, Rainy River, ON

RECEIVED BY RRDSSAB
(DATE & TIME)

SCHEDULE 1 – BID FORM

Quote: DRRSB 26-02	Project Name: Make-Up Air Unit Replacement Address: 110 Fourth St., Rainy River, ON	Closing Date: Thursday, February 26,2026	Time: 2:00 P.M. Central Daylight Time (CDT)
Submitted to: Rainy River District Social Services Administration Board (operating as District of Rainy River Services Board) 450 Scott Street Fort Frances, ON P9A 1H2		To supply all labour, materials, and equipment necessary for the description, per the Request for Quotes, all Appendices, Drawings & Specifications.	

Bidder: _____ Legal Name: _____

Mailing Address: _____

City: _____ Province of _____, Postal Code: _____

Email: _____ Phone: _____

1. Quote Price

Having examined the Request for Quote named above as issued by Rainy River District Social Services Administration Board; I hereby offer to enter a Contract to perform the Work required by the Request for Quote and attached Specifications/Scope of Work for the stipulated price of:

Materials \$ _____

Labour \$ _____

Other (Specify): _____ \$ _____

SUBTOTAL \$ _____

HST - HST# _____ \$ _____

TOTAL PRICE (in Canadian Funds) \$ _____

Additional Information:

Attachments Provided: Yes No

2. Acknowledgement of Addenda

I have received and included the following Addendum(s) in my quoted price as presented above:

Addendum ____ Date Received: _____

Addendum ____ Date Received: _____

If not applicable, please state n/a.

3. Timelines

I agree to complete the Work by **6:00 p.m. CST on December 31, 2026**

4. Signatures

SIGNED AND SUBMITTED:

Signature

Name and Title of Bidder

Dated at _____ this _____ day of _____, 20____.

SCHEDULE 2 – AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__.

BETWEEN:

(herein sometimes referred to as the "Bidder" or the "Contractor")

- and -

The Rainy River District Social Services Administration Board operates as the District Rainy River Services Board ("RRDSSAB" or "DRRSB")

Whereas the Contractor has represented to the RRDSSAB that the Contractor is well able to perform the Work described in the Quote Documents for the respective Total Unit Price(s) and Total Prices quoted by the Bidder in the Proposal.

Now therefore the Contractor and the RRDSSAB (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Contractor shall perform and complete the Work:
 - (a) to, and for, the benefit and satisfaction of the RRDSSAB, in accordance with the Quote Documents.
 - (b) for the respective Total Unit Price(s) and Total Prices quoted by the Contractor in the Quote Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Quote Forms; and
 - (c) with the project being **completed by 6:00 p.m. on or before December 31, 2026**, unless otherwise agreed to in writing by the parties.
2. The Quote Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The RRDSSAB agrees to pay to the Contractor in lawful money of Canada for the performance of the Work, upon receipt of invoice from the Contractor.

The Contractor may submit the first invoice in the amount of the materials, as bid by the Contractor in Schedule 1, to be paid by RRDSSAB at delivery of materials to the work site. The Contractor may submit the second invoice in the amount of the labour and other charges, as bid by the Contractor in Schedule 1, to be paid at completion of the work.

The amounts to be paid are subject to adjustments, additions, deductions, and deletions as provided in and by the Quote Documents. The RRDSSAB shall pay on account thereof upon the approval of the Supervisor of Infrastructure & Asset Management or designate.

Ten percent (10%) of each payment will be withheld to a total of ten percent (10%) of the total project. This holdback will be retained for forty-five (45) days following completion of the project. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.

4. If the RRDSSAB fails to make payments to the Contractor as they become due under the terms of the Quote Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
 - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Contractor or the Contractor's business or any part thereof.
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Contractor; or
 - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Quote Documents (including, without limitation, failure to meet specifications, or to meet delivery dates, or otherwise)

The RRDSSAB may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Quote Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. The Contractor will comply with all aspects of the Occupational Health and Safety Act and regulations thereunder.
7. The Contractor will assume responsibility for all breaches of health and safety requirements including the cost of legal defense on a solicitor and own client basis should the RRDSSAB or any of its employees be charged with violating said Act or Regulations. If the RRDSSAB and/or any employee thereof are convicted and fined for any such offence as having been a deemed employer or otherwise vicariously or definitively liable, the Contractor will forthwith pay any such fine on behalf of such defendant.
8. Time shall in all respects be of the essence.
9. All delays encountered by the Contractor that are not a direct result of changes by the RRDSSAB shall be reported in writing to the Owner within five (5) days of discovery of delay. The Contractor shall not be entitled to any extension of the completion date, or any additional incurred costs should such a delay not be reported to the RRDSSAB.
10. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the RRDSSAB.

11. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:

- (a) delivered personally.
- (b) sent by prepaid courier service or mail; or
- (c) sent by means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(I) in case of notice to the RRDSSAB, as follows:

450 Scott Street
FORT FRANCES, Ontario
P9A 1H2
Attention: Tonia DeGagne, Financial Analyst II - Procurements

(ii) in case of the Contractor, as follows:

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner previously mentioned.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Witness to signature of Contractor

Print name of Witness:

Address of Witness:

Phone Number of Witness:

Signature of Contractor:

If a corporation, the person signing has the authority to bind such corporation.

Print Name and Title of Person Signing:

If a corporation, print proper name of Corporation:

Address of Contractor:

Phone Number of Contractor:

Fax Number: _____

Cell Number: _____

Rainy River District Social Services Administration Board

per: _____

per: _____

I/we have authority to bind the RRDSAB.

SCHEDULE 3 – OCCUPATIONAL HEALTH & SAFETY AGREEMENT



Contractor's Undertaking to Comply

Name of Contractor: _____

Quote: _____

Name of Authorized Representative of the Contractor: _____

1. I/We hereby undertake:

- a) To comply with all health and safety and environment legislation in the performance of this *Agreement*.
- b) To maintain a safe and healthy work environment during the performance of this *Agreement*; and
- c) To adhere to the specifications identified in the respective Request form(s).

2. I/We hereby agree:

- a) That compliance with all health and safety and environment legislation is a condition of the *Agreement* and that non-compliance with same may, in the discretion of District Rainy River Services Board (hereinafter referred to as the DRRSB), lead to the termination of this *Agreement*; and
- b) That compliance with WSIB legislation is followed and acknowledge that I cannot bring in other staff or individuals to complete work who are not covered by my *WSIB Certificate of Clearance* and my *Liability Insurance Policy*. I understand that non-compliance will result in the following:
 - a) Immediate termination of the Contract.
 - ii) The Contractor will be eliminated from the DRRSB Vendor of Record, if appropriate; and
 - iii) The Contractor may not be considered for future employment opportunities, at the discretion of the Chief Administrative Officer of the DRRSB.
- c) To permit DRRSB or it's designate to audit my/our health and safety and environmental records during the term of the *Agreement* and upon its conclusion and to cooperate fully with such audit(s).

3. a) I/We understand that Contractor safety deficiencies will be addressed by DRRSB in the following progressive steps:

- a) The problem will be identified to the Contractor (site supervisor).
- ii) The Contractor's head office will be contacted about the problem, orally and in writing.
- iii) If required by law to immediately report the problem to a provincial and/or federal Ministry, the DRRSB may report the problem to the appropriate Ministry(s).
- iv) If not required by law to immediately report the problem, and the problem remains unresolved, the DRRSB may report the problem to the appropriate Ministry(s); and
- v) The Agreement may, in the DRRSBs discretion, be suspended or terminated and/or payment withheld by the DRRSB.

b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the DRRSB reserves the right to bypass any or all the steps described in *Subsection 3 (a)*.

4. I/We hereby understand:

a) That I/We will adhere to the terms of this *Agreement* and cooperate with the DRRSB in its efforts to ensure compliance thereunder.

We have the authority to bind the Contractor.

SIGNED, SEALED AND DELIVERED on the _____ day of _____, 20_____.

[NAME OF CONTRACTOR]

Witness Name (Please Print)

Contractor Name (Please Print)

Witness Signature

Signature on Behalf of the Contractor

Revised: June/2010