

Contract Documents

for

PORT McNICOLL FIRE STATION

Interior Renovations
+
Barrier Free Washrooms

Tay Township

714 3rd Avenue,
Port McNicoll, Ontario

Document Date:
July 22, 2021

**Issue Date For Tender:
Thursday, July 22, 2021**

**Tender Closing:
Thursday, August 19, 2021
at 3:30 pm**

Submitted through:
www.biddingo.com

Tay Township – Port McNicoll Fire Station

New Barrier Free Washrooms

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Section A – Scope of Work

Schedule of Scope of Work in the Contract:

The Scope of Work is only a general list of the components of the project; the contractor is to refer to the contract documents when completing the tender, and project construction.

Item No.	x	Description – Tay Township – Port McNicoll Fire Station – Interior Renovations + Barrier Free Washrooms	
1		Demolition and Disposal	In Contract
2		Concrete cutting for new plumbing	In Contract
3		Concrete repair.	In Contract
4		Cut new window and door openings	In Contract
5		Exterior Doors and windows, including hardware And Steel Lintels	In Contract
6		New exterior wall and siding in existing opening.	In Contract
7		New Interior walls.	In Contract
8		Suspended ceiling	In Contract
9		Interior Doors, Windows, & door hardware.	In Contract
10		Sound Proofing, Insulation & Vapour Barrier	In Contract
11		Electrical, lighting, emergency lighting, outlets, GFI outlets, electrical service panel.	In Contract
12		Washroom and kitchen ventilation, HRV, HRV Controls.	In Contract
13		HVAC equipment	In Contract
14		Rough in and finished plumbing, supply and install of all plumbing fixtures.	In Contract
15		Washroom accessories.	In Contract
16		Epoxy Flooring.	In Contract
17		Porcelain Tile Floor and Wall Tiles	In Contract
18		Carpet Tile Flooring	In Contract

Item No.	x	Description – Tay Township – Port McNicoll Fire Station – Interior Renovations + Barrier Free Washrooms	
19		All interior and exterior caulking and sealants for a complete airtight and watertight project.	In Contract
20		All final painting.	In Contract
21		Kitchen Cabinets	In Contract
22		Kitchen Appliances	By Owner
23		Coordination with Kitchen Appliances	In Contract
24		Concrete Slab, Granular A base, for Generator, bollards, excavation, backfill and asphalt repair.	Separate Price
25		22 kW (LP rating) natural gas generator supply and install	Separate Price
26		Electrical Conduit and Transfer Switch for Generator	Separate Price
27		Excavation	In Contract
28		Backfill and Asphalt Repair	In Contract

Section B – General Information to Tenderers

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B General Information to Tenderers

B.1 Definitions

“Owner” shall mean the Corporation of the Township of Tay.

“Contract Administrator” shall mean Lloyd Hunt, Architect, or any other Contract Administrator as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity.

“Contractor” shall mean in every case the General Contractor.

“Municipality” shall mean in every case the Township of Tay.

“Provide” shall mean “supply and install”, “construct”, “supply and place”, etc. as applicable.

“The Work(s)” shall mean the total construction and related services required by the Contract Documents.

“Contract Documents” shall mean Tender Ad, General Information to Tenderers, Tender Form, Specifications, CCDC 2 General Conditions, General Conditions Supplementary, Articles of Agreement, Contract Drawings, Addenda and Appendices.

B.2 Location of Work

The proposed works consist of Interior Renovations + Barrier Free Washrooms, Port McNicoll, Ontario. There will formal site review meeting for tenderers:

3:30 pm local time Thursday, July 29, 2021

B.3 Delivering and Closing of Tenders

Tenders consisting of Section ‘C’ inclusive of the Tender Form to be submitted until but not later than:

3:30 pm local time Thursday, August 19, 2021

This time and date shall be deemed to be the Official Closing Time. Tenders received after the Official Closing Time will not be considered.

Bid Submission:

For a Bid Submission to be considered in the Proposal process, a Proponent's Proposal must be received by the Proposal Submission Deadline, as set out in the proposal document. Submissions MUST be made through the following public portal: **www.biddingo.com**. The Township of Tay relies on Biddingo.com's electronic advertisement to provide public notice of this business opportunity and is not obligated to notify past or present Proponents in any other manner.

Alternatively: Bids may be hand delivered to Tay Township Municipal Office located at 450 Park Street, Victoria Harbour, Ontario.

Details for Bid Submissions:

To access the bid form and start your submission, click the Bid Documents/Online Submission. For technical support, please contact Biddingo.com directly at 1-416-756-0955 or via email at ebidding@biddingo.com. Biddingo.com offers free eBidding training sessions. Sign up today at www.biddingo.com/training. Alternatively Proponents can view a training video at the following link:

<https://www.youtube.com/watch?v=N0-PV5aYIB8&feature=youtu.be>

Alternatively, bid forms may be obtained at tay.ca/tenders

Proposals cannot be submitted after the Submission Deadline. Each Proponent is responsible for ensuring its Proposal is submitted prior to the closing date and time, via Biddingo or in person at the Tay Township Municipal Office.

The use of any other means of delivery of a tender shall not be accepted.

B.4 Tender Forms

Tenderers shall submit the following complete in all respects:

- All of Sections C1 to C7 of the Tender Form, inclusive. Refer to General Information to Tenders, Section B.

The Tender must be fully legible, signed and witnessed in the spaces provided, with the signature of the Tenderer or a responsible official of the organization tendering.

All sections of the Tender submission shall be completed in ink and all blank spaces must be filled in. All items shall be tendered according to any instructions in the Tender documents, with entries made for unit prices, lump sums, extensions and totals as appropriate.

Should any uncertainty arise as to the proper manner of completing the forms, the Tenderer may obtain the requisite information from:

Lloyd Hunt Architect
21 Station St.
GlenHuron, Ontario
L0M 1L0
Phone: 705-466-3111
lloyd@lloydhuntarchitect.com

B.5 Disqualification, Withdrawal and Qualifying Tenders

Tenders that may be rejected:

- i) Late Tender.
- ii) Incorrect Form of Tender
- iii) Tender not legible.
- iv) Restrictions, qualifications, omissions, or additions made to Tender.
- v) Tender not properly signed, sealed or witnessed.
- vi) Bonding requirements not met, or improperly submitted.
- vii) Tender not properly submitted by Bidding or in person at the Tay Township Municipal Offices.
- viii) Failure to complete received Addenda on the Form of Tender, when one or more Addenda has been issued.

A Tenderer who has submitted a tender may submit a further Tender at any time prior to the Official Closing Time. The last Tender received shall supercede and invalidate all Tenders previously submitted by the Tenderer for this Contract.

A Tenderer may withdraw or alter their tender at any time up to the Official Closing Time by submitting a letter bearing the Tenderer's signature to the point of tender delivery where the time and date of receipt will be recorded and the letter placed with the other Tenders. The Tenderer's name and contract number shall be shown on the envelope containing such letter.

Addenda will be posted to Bidding and Tay.ca/tenders, if necessary. It is the bidder's

responsibility to obtain any and all addenda issued and incorporate this information into their final bid.

Occasionally, there may be more than one contract opened at the same tender opening. Immediately following the reading of tenders for any contract, the low Tenderer for that contract may withdraw upon written request signed by a principal of the company, any or all of his remaining tenders for the balance of tenders yet to be opened and read, and these will be returned, unopened, immediately to the Tenderer. Any such withdrawal(s) will not be reinstated under any circumstances, even if subsequent checking proves that tenders not withdrawn are in fact not the lowest of all tenders read.

B.6 Informal or Unbalanced Tenders

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions, reservations, erasures, qualifications, alterations incorrectly submitted or irregularities of any kind may result in an invalid tender and in the Owner's rejection of the Tender.

Alterations to the tenderers numerical entries may be made providing they are legible and initialled by the tenderer's signing officer.

Where the tender contains a requirement to identify a proposed construction duration and/or work period, tenders that are based upon an unreasonable duration or period of time to achieve the completion of the Work, and as consequence of such schedule, results in greater overall project costs to the Owner, or results in scheduling conflicts as may be specified elsewhere in the contract, such as, but not limited to, winter construction issues not anticipated, may be rejected.

Wherever in a Tender the contract total for an item does not agree with the extension of the contract quantity and the unit price, the unit price will be deemed to be correct and the total price revised accordingly. Mathematical discrepancies will be corrected by the Owner by appropriate means. Where an error has been made in transferring an amount from one part of the tender to another, the amount shown before transfer shall, subject to any corrections made as above, be taken to be correct and the transferred amount and the total tender prices shall be corrected accordingly.

Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Owner may be rejected.

Tenderers who have submitted Tenders that have been rejected by the Contract Administrator and/or Owner because of informalities will be notified of the reasons for the rejection.

B.7 Omissions & Discrepancies In and Interpretation of Tender Documents

Should a Tenderer find discrepancies in, or omission from the drawings, specifications, or other tender documents, or should they be in doubt as to their meaning, they should notify the Contract Administrator immediately who may send a written instruction to all Tenderers in the form of addenda.

No oral explanation or interpretation shall modify any of the requirements or provisions of the Tender documents.

Where the Contract Administrator deems that an explanation or interpretation is necessary or desirable, an addendum shall be issued to all who have taken out Tender documents. Addenda shall be issued in writing via Biddingo and posted to Tay.ca/tenders. Corrections or changes made in any other manner are not binding and should not be relied upon.

Note the Tenderer / Contractor shall not take advantage of any apparent error or omission in the document. Any work not specified which is necessary for the proper performance and completion of any part of the work contemplated, which may be implied as included in the document shall, at the sole discretion of the Owner, be done by the Tenderer / Contractor as if such work had been specified, shall not be construed as a variation in the work to be done, and shall not be subject to any claim by the Tenderer / Contractor for additional compensation.

B.8 Bonding Requirements

The Tenderer shall include with their Tender an Agreement to Bond as per the format of the specimen enclosed, executed under its corporate seal by the surety company from which they propose to obtain the required bond. Only bonds issued by a Company licensed to issue Surety bonds in the Province of Ontario will be accepted.

Prior to the execution of a Contract with the Owner, the Tenderer will be required to furnish to the Owner, a Performance Bond, in an amount and in a format satisfactory to the Owner. The 30 % Performance Bond shall remain in effect until the date of Final Acceptance as designated by the Contract Administrator.

As an alternative the Contractor may provide an irrevocable Letter of Credit from a Canadian Bank

for a total of **30%** of the total tender amount including the HST. The letter shall be held by the Owner until the date of Final Acceptance as designated by the Contract Administrator.

B.9 Acceptance or Rejection of Tenders

No tender shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the Owner or against whom the Owner has a claim or has instituted a legal proceeding with respect to any previous contract, without prior approval of the Council of the Township of Tay.

The Tenderer agrees that, notwithstanding anything to the contrary in this Contract, that a maximum of thirty days shall be allowed between the date that tenders are opened and the date that a tender is awarded, cancelled, or recalled.

Following contract award, Tay Township shall notify the successful Tenderer that his tender has been accepted. The formal contract agreement will also be sent to the successful Tenderer, with instructions on how to properly complete and sign the document.

The successful Tenderer is to be allowed not more than Fourteen (14) days from receipt of the document for the execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the Tender Deposit.

The Tenderer acknowledges that the Owner shall have the right to reject any, or all, tenders for any reason, or to accept any tender which the Owner in its sole unfettered discretion deems most advantageous to itself.

The lowest, or any tender will not necessarily be accepted and the Owner shall have the unfettered right to:

- 1) **accept a non-compliant tender;**
- 2) **accept a tender which is not the lowest tender; and**
- 3) **reject a tender that is the lowest tender even if it is the only tender received.**

The Owner reserves the right to consider, during the evaluation of tenders:

- 1) **information provided in the tender document itself;**
- 2) **information provided in response to enquiries of credit and industry references set out in the tender;**
- 3) **information received in response to enquiries made by the Owner of third parties**

- apart from those disclosed in the tender in relation to the reputation, reliability, experience and capabilities of the Tenderer;
- 4) the manner in which the Tenderer provides services to others;
 - 5) the experience and qualification of the Tenderer's senior management, and project management;
 - 6) the compliance of the Tenderer with the Owner's requirements and specifications;
 - 7) innovative approaches proposed by the Tenderer to the tender; and
 - 8) the tender price as it relates to the Owner's budgetary provisions for the proposed works.

The Tenderer acknowledges that the Owner may rely upon criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Tenderer. By submitting a tender, the Tenderer acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Tenderer, whether such right or cause of action arises in contract, negligence, or otherwise.

Tay Township reserves the right to delete any portion or part of the work outlined and the bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

B.11 Insurance Requirements

The successful tenderer will be required to provide a certificate of insurance for policies covering all insurances required in accordance with:

CCDC 2 General Conditions of the Stipulated Price Contract and General Conditions Supplementary.

Insurance coverage in accordance with GC 11.1 – Insurance shall include:

- General Liability Insurance
- Automobile Liability Insurance

The insurance policies shall name the following parties as additionally insured:

- The Corporation of the Township of Tay

- Lloyd Hunt, Architect
- Any other parties whom the Contract Administrator identifies

and shall insure the Contractor and the above named in the same manner and to the same extent as if a separate policy had been issued to each.

Any property damage deductible, in accordance with the General Conditions, shall be the responsibility of the Contractor.

B.12 Sub-contractors

The Tenderer shall list, on the page provided in Section C.2, the name and address of each Sub-contractor used in preparing their Tender, stating that portion of the Work allotted to each. Only one Sub-contractor shall be named for each part of the Work to be sublet. After a formal Contract has been executed, the Contractor shall not be permitted to substitute other Sub-contractors in place of those named in his Tender without the approval of the Contract Administrator.

B.13 Proof of Ability

The Tenderer shall, on the form provided in Section C.3, demonstrate their experience, responsibility and ability to successfully complete projects of a similar nature. The Owner reserves the right to reject any tender who cannot demonstrate the foregoing.

The Tenderer's senior supervisory staff and the experience of each, along with details of the Tenderer's construction plant, shall be provided if so requested within three (3) days of such a request being made by the Owner or Contract Administrator.

B.14 Formation of Contract

The Contract Administrator, when so instructed by the Owner, shall notify the successful Tenderer that his Tender has been accepted and shall forward three (3) complete copies of the Contract Documents to the Tenderer for execution.

The Tenderer agrees that once he has been notified that his Tender has been accepted by the Owner he will fully execute the Articles of Agreement bound in the Contract Documents within fourteen (14) days after receiving those same Documents in triplicate, otherwise his tender deposit shall be forfeited to the Owner.

The successful Tenderer shall execute and return with the three copies of the Contract

Documents, to the Contract Administrator within fourteen (14) days, the following in triplicate:

- Articles of Agreement
- Performance Bonds in the amount of the accepted tender price
- Current Clearance Certificate and an Accident Frequency Rate document from the Workplace Safety & Insurance Board (WSIB)
- Liability and Automobile Insurance Certificate as specified in the General Conditions, General Information to Tenderers and General Conditions Supplementary
- The Company's Corporate Health and Safety Policy complete with applicable Safe Work Procedures
- Work Schedule
- Any additional information specified in the contract documents and required to be submitted upon notification of acceptance of the tender by the Owner
- Signed and Dated Contract Drawing Sets (as supplied by the Owner)

The executed Contract Documents will be completed by the Owner and one executed copy will be returned to the Contractor, along with authorization to proceed with the work.

B.15 Commencement and Completion

Once the Contract Documents are fully executed, the Contract Administrator will issue the Order to Commence Work to the Contractor. The date of issuance of this Order will become the Date of Commencement of the Work.

B.16 Harmonized Sales Tax (HST)

The tendered unit and lump sum prices submitted by the Tenderer shall exclude Sales Tax. The 13% HST shall be shown separately on the tender form. Payment of the HST shall be added to the monthly payment certificates. Payment of the HST will be contingent upon the submission of the Contractor's HST Registration Number. If sales taxes are increased or decreased, or other amendments are made in the legislation, during the course of the Contract, that alter tax amounts carried in the Contract price, an adjustment will be made accordingly. The Contractor shall keep records and invoices of accounts subject to Federal and Provincial Sales Tax and for the purpose of establishing taxes paid and for substantiation in the event of changes to the tax legislation during the course of the Contract.

B.17 Tenderers Investigation/Examination

Tenderers shall visit the site of the work and carefully investigate all conditions potentially affecting the work and how it is to be completed, with respect to site access, working area, storage areas,

local features including private property and utilities as well as any other conditions that may influence the undertaking and/or pricing of the work. Further, the Tenderer shall examine all contract documents, specifications, drawings and reports to ensure that the scope of work and the conditions of the contract are clear. No claims for additional payment resulting from conditions that can be reasonably foreseen or determined by the investigation or examinations described above, will be considered.

B.18 Clarification

It will be the Contractor's responsibility to clarify any details in question or not mentioned in the Tender documents before submitting their tender. The prices as tendered, shall include the supply of all labour, equipment and materials, except as otherwise noted, required to do all of the work and complete this Contract to the satisfaction of the Owner.

This Tender must remain valid for thirty (30) days, commencing from the Official Closing Time; refer to Section C.1, Tender Agreement.

B.19 Geotechnical Investigation

No Geotechnical Investigation is required.

B.20 Breakdown of Total Tender Price

This is to be submitted at time of tender. Refer to Tender Form for details.

B.21 Working Time Allotment

A building permit has already be obtained for the project, construction may begin on award of contract.

B.22 Equivalents or Approved Equals

Where "Equivalents" or "Approved Equals" are referenced in the contract documents, these are to be treated as substitutions, and subject to the requirements of GC 6.1.2.

B.23 Occupational Health & Safety Act

- a) The Contractor, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in the Act and its regulations. The foregoing shall apply notwithstanding that the successful Tenderer has been referred to as the “Contractor” in this and any other related document. A copy of the policy is to be provided with the tender.
- b)
 - i) The Contractor acknowledges that he has read and understood the Occupational Health and Safety Act (R.S.O. 1990, as amended).
 - ii) The Contractor agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules thereunder.
 - iii) The Contractor agrees to indemnify and save the Owner harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act.
 - iv) The Contractor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.
 - v) The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the Contractor or any of its Sub-Contractors may result in the immediate termination of this contract herein and the forfeiture of all sums owing to the Contractor by the Owner.
 - vi) The Contractor agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its Sub-Contractors will entitle the Owner to set-off the damages so assessed against any monies that the Owner may, from time to time, owe the Contractor under this contract or under any other contract whatsoever.
 - vii) The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agents, and any substance, compound, product or physical agent that is deemed to be or contains a designated substance as defined under the Ontario Occupational Health & Safety Act, and shall provide appropriate Material Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

B.24 Alternatives

Where more than one trade or supplier's name is given in the documents, the Contractor is advised that the design as shown on the drawings and/or described in the specifications has been based on the first name listed but that the Contractor may base this tender on any one of the other suppliers named. The material and equipment supplied must be equal in quality, material, and performance to the first named in the specifications. Any design and/or construction changes necessitated by the use of other trade or suppliers names given shall be at the expense of the Contractor.

Section C – Tender Form

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C Tender Form

C.1 Tender Agreement

**Port McNicoll Fire Station
Interior Renovation + Barrier Free Washrooms
714 3rd Avenue, Port McNicoll, Ontario**

To: **Township of Tay**

This Tender is submitted by

Firm Name

Address

Telephone Number

Email Address

I, _____

of _____

(hereinafter referred to as the "Tenderer")

having carefully examined the locality and site of the proposed works, and having examined and accepted the terms and conditions set out in Contract Documents relating thereto, including the General Information to Tenderers, Tender Form, Specifications, Contract Drawings, General Conditions of the Stipulated Price CCDC #2, 2008, Addenda _____, inclusive, hereby tender and offer in accordance with the Contract Documents and all local specifications and such further detail drawings as may be supplied from time to time, to do all of the work, to furnish all materials, labour, tools, plant, matters and things necessary to complete and make ready for use within the time specified, the work as described in the Contract Documents.

The undersigned agrees to accept as full payment therefore, the sums calculated in accordance with the actual measured quantities at the unit prices set forth in the Schedule of Unit Prices herein.

*** Contractor to fill in blanks or enter "NIL" as applicable.**

The Tenderer also agrees:

1. That, this Tender is made by the Tenderer without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a tender for the same work and is in all respects fair and without collusion or fraud.
2. That no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed contract from which this Tender is made.
3. That no officer of the Corporation of the Township of Tay is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the contract, or in the

supply of materials, work, or business to which it relates, or in any portion of the profits thereof, of any such supplies to be used, or in any monies to be derived.

4. That, this offer shall be irrevocable until the Contract is executed by the successful bidder or for a period of thirty (30) days commencing from the Official Closing Time, whichever event first occurs and that the Owner may, at any time within that period accept this Tender whether any other Tender has been previously accepted or not.
5. That the Owner may reject any or all Tenders as per Section B.10.
6. That the Tenderer will carryout the administration of the project as per Section B.7.
7. That, the carrying out of any work referred to above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.
8. That, the Tenderer will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract.
9. The Tenderer acknowledges that it shall have no claim against, or entitlement to damages from the Owner or the Contract Administrator by reason of the Owner's rejection of its Tender or of all Tenders, or by reason of any delay in the acceptance of a Tender.
10. That, the awarding of the Contract by the Owner based on this Tender, shall constitute acceptance of this Tender.
11. That, if this tender is accepted, to furnish the agreements, bonds, issuance and clearance certificates, and works schedules, for the proper fulfilment of the Contract as required, in triplicate, within fourteen (14) days after being notified to do so.
12. This Tender Form comprises:
 - C.1 Tender Agreement
 - C.2 List of Proposed Sub-Contractors
 - C.3 Tenderer's Experience in Similar Completed Work
 - C.4 Schedule of Specifications, Drawings and Conditions
 - C.5 Schedule of Prices
 - C.6 Schedule of Hourly Rates
 - C.7 Schedule of Unit Prices
 - C.8 Agreement to Bond

That, this Tender is submitted by

Firm Name

Email Address

The Tenderer solemnly declares that the several matters stated in the foregoing tender are in all respects true.

Signature of Tenderer

Signature of Authorized Person
Signing for Contractor

Date of Submission

Witness

Company Seal

C.2 List of Proposed Sub-Contractors

The Tenderer shall list on this statement sheet the name of each proposed sub-contractor or material supplier as applicable, whom the Tenderer proposes to use. The list of sub-contractors and material suppliers will be deemed to be complete and no additions or changes to the list will be permitted after the closing date without the written approval of the Contract Administrator.

<u>Sub-Trade</u>	<u>Proposed Sub-Contractor</u>	<u>Address, Contact Name & Telephone No.</u>	<u>Approximate Value of Sublet Work</u>
Excavation & Backfill			
Footings and Foundation			
Masonry			
Rough Carpentry			
Roofing			
Siding, Soffits, Fascias, RWL			
Mechanical (HVAC)			
Plumbing			
Electrical			

* Provide contact name and telephone number for each sub-contractor.

C.3 Tenderer's Experience in Similar Completed Work

<u>Location</u>	<u>Owner's Architect, Contact Name & Telephone No.</u>	<u>Description of Contract</u>	<u>Completion Date</u>	<u>\$ Value</u>

* Provide contact name and telephone number for each reference.

C.4 Schedule of Specifications, Drawings and Conditions

The work specified in this contract will be performed in strict accordance with the following:

- a) Specifications: as issued with the Tender Documents
- b) Drawing List. **Tay Township – Interior Renovations + Barrier Free Washrooms**

<u>Drawing #</u>	<u>Drawing Date</u>	<u>Drawing Title</u>
SP-01	July 22, 2021	Site Plan
A-01a	July 22, 2021	Demolition Plan
A-01b	July 22, 2021	Main Floor Plan
A-02	July 22, 2021	Reflected Ceiling Plan
A-03	July 22, 2021	Building Elevations
A-04	July 22, 2021	Building Elevations
A-05	July 22, 2021	BF W/C & Shower Elevations
A-06	July 22, 2021	Powder Room & Shower Elevations
A-07	July 22, 2021	Kitchen Elevations and Details
d A-08	July 22, 2021	Plumbing Schematic
A App. "A"	July 22, 2021	HVAC Design

A

Additional drawings showing details in accordance with which the work is to be constructed may be furnished from time to time by the Contract Administrator, if found necessary, to supplement or supersede the drawings hereto attached. Such additional drawings shall thereupon become a part of this Contract. The Contract Drawings are complimentary to the Contract Documents; any item or information found in one applies to both. The Contractor shall be governed by the figured dimensions, as given on the drawings.

Where required dimensions are not shown in figures, the Contractor shall obtain the said dimensions from the Contract Administrator before proceeding with the construction of the portion of the work to which they refer. In every case, detailed drawings shall take precedence over general drawings. In no instance shall dimensions be scaled from drawings. Electronic sets of these Contract Drawings may be obtained from the Contract Administrator by the Contractor on request.

- c) Conditions

The conditions of the contract include:

- a) General Information to Tenderers
- b) Tender Form
- c) General Conditions of the Stipulated Price Contract CCDC No. 2

C.5 Schedule of Prices

This breakdown shall be an integral part of the executed contract and shall be used for the purposes of payment for works completed by the Contractor.

If in the opinion of the Architect, the breakdown contains prices, which are unbalanced, the tenderer will be required to submit data to substantiate his prices. In any event, the Architect reserves the right to adjust the breakdown to correct any unbalanced prices or correct

discrepancies between the breakdown and the Total Contract Price submitted at the close of tenders.

Schedule of Prices

Item No.	Description – Interior Renovations + Barrier Free Washrooms, Port McNicoll, Ontario	Price per Item
1	Mobilization and demobilization including general administration, project manager, final warranties, maintenance manuals, publishing substantial performance certificate.	\$
2	Site Supervision	\$
3	30% Performance Bond.	\$
4	Concrete cutting	\$
5	Demolition, Cutting New Openings and Disposal	\$
6	Framing	\$
7	Exterior Windows, Doors, Frames, Hardware and Siding	\$
8	Insulation, sound proofing, and vapour barrier	\$
9	Drywall and Suspended Ceilings	\$
10	Interior Doors & Door frames & Hardware	\$
11	Porcelain Tiles – Floor & Wall	\$
12	Carpet Tile	\$
13	Plumbing	\$
14	Electrical	\$
15	HRV including washroom exhaust	\$
16	HVAC	\$
17	Epoxy Flooring	\$
18	Painting, finishing.	\$
19	Miscellaneous items not identified under other descriptions.	\$
20	Kitchen	\$
21	Overall Project Contingency Allowance	\$ 20,000.00

Subtotal	\$ _____
H.S.T. on Subtotal	\$ _____
Total Tender	\$ _____

Repeat total Contract Price in writing: _____

Length of Time to Complete the Contract: _____ () Weeks

Work must start before September 30, 2021 and must be completed before December 31, 2021, no extensions are possible.

Price Option 1:

For the installation of a transfer switch and conduits to be installed now for a future 22 kW (LP rating) natural gas generator the price will increase by:

Subtotal	\$ _____
H.S.T.on Subtotal	\$ _____
Total Price Option 1	\$ _____

Price Option 2:

For the installation of a transfer switch and conduits to be installed, plus new 22 kW (LP rating) natural gas generator with excavation, granular A base, concrete pad, bollards, backfill and asphalt repair the price will increase by:

Subtotal	\$ _____
H.S.T.on Subtotal	\$ _____
Total Price Option 2	\$ _____

C.6 Schedule of Hourly Rates

This Schedule will apply equally to either extras or credits, when assessing contractor's quotations, if any.

Schedule of Hourly Rates

Item No.	Description	Hourly Rate
1	Site Supervisor	\$
2	Labourer	\$
3	Carpenter	\$
4	Tiler	\$
5	Drywaller	\$
6	Roofer	\$
7	Insulator	\$
8	Plumber	\$
9	Electrician	\$
10	Mechanical Contractor	\$

C.7 Schedule of Unit Prices

This Schedule will apply equally to either extras or credits, when assessing contractor's quotations.

Schedule of Unit Prices

Item No.	Description	Unit Price
1	Electrical outlet	\$
2	Potlight	\$
3	Painting	\$ / sf

C.8 Agreement to Bond

**Tay Township – Port McNicoll Fire Station
Interior Renovations + Barrier Free Washrooms**

SPECIMEN

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for _____ in a Performance Bond to 30% of the total tender price (including HST), and conforming to the instruments of Contract attached hereto, for the full and due performance of the works as shown and described herein if the Tender for _____ is accepted by the Owner.

It is a condition of this Agreement that if the above-mentioned Tender is accepted, execution of Performance Bonds must be completed with the undersigned within ten (10) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

DATED this _____ day of _____, 2021.

Name of Contracting Company

Name of Bonding Company

for Contracting Co.
(Seal)

Signature of Authorized Person
Signing for Bonding Company (Seal)

Position

Position

Section D – General Conditions Supplementary

Index to Section D - General Conditions Supplementary

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D General Conditions Supplementary

D.1 General Conditions

The words General Conditions in this Contract shall mean the general conditions of the stipulated price contract, CCDC 2-2008. All requirements of these General Conditions shall apply except as amended herein.

If there is any discrepancy between the General Conditions and the General Conditions Supplementary, the General Conditions Supplementary shall apply.

D.2 Designation of Parties

Where the words "Department", "Minister", "Legislature", "County", "Corporation", Township or any other words of similar intent are used in the General Conditions, they shall be understood as meaning "Owner".

The "Owner" shall mean "The Corporation of the Township of Tay".

Where the words "Architect", "Authority" or "Contract Administrator" are used in this Contract they shall be understood as meaning: Lloyd Hunt Architect, or any other delegate designated by the Owner.

Where the word "Contractor" is used in this Contract, it shall mean in every case the General Contractor, but where referred to in the trades, shall also mean the Sub-contractor.

D.3 Definition of Authority

All work shall be done in strict compliance with the requirements set out in this contract. In the event of any dispute, the Contract Administrator shall have the final say in all such matters. The Contract Administrator shall have the right to reject any material or equipment proposed for use by the Contractor.

D.4 Addenda to General Conditions

D.4.1 GC 1.1 - Contract Documents:

GC 1.1.7 shall be deleted and replaced with:

In the event of any inconsistency or conflict in the provisions of the Drawings and Contract Documents, such provisions shall take precedence and govern in the following order:

The order of priority of documents, from highest to lowest shall be

1. Agreement between the Owner and the Contractor
2. Definitions
3. Addenda
4. Tender, including Sections A to D
3. General Conditions Supplementary
4. General Conditions
5. Division 1 of the Specifications
6. Contract drawings
7. Divisions 2 – 16 Specifications.

D.4.2 GC 2.3 – Review and Inspection of the Work:

The following shall be added to GC 2.3.5:

Should the Contractor refuse to make such renewals as are ordered by the Contract Administrator, then the Contract Administrator will proceed with the work in any manner he may deem fit. The cost of such work shall be paid by the Contractor or deducted from any monies due, or if necessary, deducted from the Contractor or his Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner.

D.4.3 GC 3.5 – Construction Schedule:

The following shall be added as GC 3.5.2:

The Contract shall commence 7 days after the Contract Administrator has issued the start work order.

The following shall be added as GC 3.5.4:

The Contractor shall attend a weekly meeting or meetings as required with the Contract Administrator, at the contract site office to discuss the progress of, and any changes to, the Work. The Contractor's Superintendent shall attend this meeting. Minutes of these meetings shall be recorded by the contractor and distributed by the contractor and shall be binding on both parties to the Contract.

D.4.4 GC 3.6 - Supervision

The following shall be added as GC 3.6.3:

Prior to moving off the job at the end of each working day and before each weekend, Public Holiday or any other non-working day, the contractor shall erect all signs, barricades and lights so that they will remain in place during the period of absence.

The following shall be added as GC 3.6.4:

The Contractor shall provide the Contract Administrator with the name and telephone number of his project superintendent or other reliable supervisor who can be contacted and/or attend the site during the Contractor's absence from the job. No additional payment will be made for this work.

D.4.5 GC 3.8 - Labour and Products:

The following shall be added as GC 3.8.4:

No material shall be placed until approved.

D.4.6 GC 5.4 - Substantial Performance of the Work:

The following shall be added as GC 5.4.4:

Upon Substantial Performance and written request from the Contractor, the Contract Administrator will provide a Certificate of Substantial Performance. The Contractor shall publish a copy of the Certificate once in a Construction Trade Newspaper, which shall include:

- i) The name and address for service of the Owner and of the Contractor;
- ii) The name and address of the payment certifier, where there is one;
- iii) a short description of the improvement;
- iv) The date on which the Contract was substantially performed; where the lien attaches to the premises, a concise description containing a reference to lot and plan or instrument registration number sufficient to identify the premises; and; or, where the lien does not attach to the premises, a statement of where the lien notice must be delivered to preserve lien rights;
- iv) The street address.
- v) The cost of the publication shall be included in the project cost.

D.4.7 GC 10.4 – Workers' Compensation:

The following shall be added as GC10.4.3:

The Contractor shall provide the Contract Administrator with a copy of the Workplace Safety & Insurance Board Certificate indicating the Contractor's good standing with the Board.

- a) Immediately prior to the Contract Administrator authorizing the Contractor to commence any work.
- b) Prior to issue of the Certificate of Substantial Performance.
- c) Prior to expiration of the maintenance period.
- d) At any other time when requested by the Contract Administrator.

D.4.8 GC 11.1.1 Insurance: shall be amended by:

GC 11.1.1.5 shall be added as follows:

Amending the first sentence to read General liability insurance shall be in the joint names of the Contractor, the Owner, and the Consultants, with limits not less than \$5,000,000.00 per occurrence and with a property damage deductible not exceeding \$ 5,000.00.

GC 11.1.1.2 shall be amended as follows:

Amending the first sentence to read Automobile liability insurance in respect of licensed vehicles shall have limits not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Owner with not less than 15 days notice in writing in advance of any cancellation, change or amendment restricting coverage.

D.4.11 GC 12.3 Warranty:

The following shall be added as GC 12.3.7:

If the Contract Administrator notifies the Contractor in writing of imperfections prior to termination of the warranty, the Contractor shall make good such imperfections, notwithstanding that the work may commence after or extend beyond the end of the warranty period.