

**THE CORPORATION OF THE TOWNSHIP OF
CHISHOLM**

TENDER No: 2022-03

PHASE 1 ADDITION TO THE PUBLIC WORKS GARAGE

Issue Date: Monday **JULY 18, 2022**
Closing Date: Friday **AUGUST 05, 2022**

SECTION A: INFORMATION TO TENDERERS

1.0 SCOPE OF WORK

PHASE 1 ADDITION TO THE PUBLIC WORKS GARAGE

2.0 TENDER DOCUMENTS

The following is a list of tender documents, excluding any addenda that may be issued during the bidding period.

- SECTION A: INFORMATION TO TENDERERS
- SECTION B: FORM OF TENDER
- DRAWING FD-1: FOUNDATION PLAN
- DRAWING FP-1: FLOOR PLAN
- DRAWING XS-1: SECTION AND DETAILS
- DRAWING EL-1: ELEVATIONS AND SCHEDULES
- DRAWING M101: MECHANICAL HEATING & VENTILATION, REMOVALS & UPGRADES FLOOR PLAN
- DRAWING E101: ELECTRICAL POWER REMOVALS & UPGRADES FLOOR PLAN, LEGEND & NOTES
- DRAWING E102: ELECTRICAL LIGHTING REMOVALS FLOOR PLAN
- DRAWING E103: ELECTRICAL LIGHTING UPGRADES
- BRY-CO ENGINEERING LIMITED PROJECT NOTES & SPECIFICATIONS
- PIOTROWSKI CONSULTANTS LIMITED PROJECT MECHANICAL AND ELECTRICAL SPECIFICATIONS

3.0 DELIVERY AND OPENING OF TENDERS

Tenders submitted in a sealed envelope marked "Tender No: 2022-03 will be received by The Corporation of the Township of Chisholm (Owner), no later than 1:00 p.m. local time on August 05, 2022

4.0 OPTIONAL SITE CONFERENCE

A optional site conference will take place on July 22, 2022 at 11:00 A.M. at Township of Chisholm Public Works Garage, 2373 Chiswick Line, Powassan ON.

5.0 ENQUIRES AND ADDENDA

All questions with respect to this tender should be directed to:

BRY-CO Engineering
368 Lindquist Line
Powassan, ON P0H 1Z0
705-724-3822 (O)
bry-co@bry-co.ca

Addenda may be issued during the bidding period.

Clarifications requested by tenderers must be in writing not less than four (4) working days prior to the date set for receipt of tenders. The reply will be in the form of an addendum, a copy of which will be forwarded to all who have requested the tender document.

6.0 BID DEPOSIT

Every tender must be accompanied by a security deposit in the form of a bid bond in the amount of ten percent (10%) of the total tender price.

The bid deposit:

- a) of the recommended tenderer and that of the next lowest tender will be retained until the award of the contract;
- b) of the accepted tenderer will be retained by the Owner until the execution of the agreement;
- c) of all other tenders will be returned upon completion of evaluation of all tenders.

7.0 BONDING

The contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, furnish to the Owner a Performance Bond in the amount of fifty percent (50%) and a separate Labour and Material Payment Bond each in the amount of fifty percent (50%) of the total tender price.

The tenderer shall include with its tender the Agreement to Bond in the form enclosed executed under its corporate seal by the surety company from which it proposes to obtain the required bonds.

The tender will be required to furnish the Performance Bond and the Labour and Material Payment Bond in triplicate within seven days after notification of the execution of the agreement by the Owner.

8.0 TENDER

If a tenderer, after he has been notified that his tender has been recommended to the Owner for acceptance, fails to execute the agreement and provide other documents as specified, the Owner may retain the security deposit for its use and may accept any other bid or call for new tenders.

The tender shall remain open for acceptance by the Owner for a period of thirty (30) days from the closing date.

The lowest or any tender not necessarily accepted.

9.0 DISQUALIFICATION OF TENDERS

Under no circumstances will tenders be considered which:

- a) are received after 1:00 p.m. on the advertised closing date for tenders;
- b) are not accompanied by a security deposit bid bond as specified.

10.0 WITHDRAWAL OR QUALIFYING OF TENDERS

A tenderer who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by the tenderer for this Contract.

A tenderer may withdraw or qualify their tender to the Owner any time up to the official closing time by submitting a letter bearing his signature and seal as in his tender to the Owner who will mark thereon the time and date of receipt and will place the letter in the tender box. No faxed letters will be considered.

11.0 INFORMAL OR UNBALANCED TENDERS

Tenders which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, reservations, erasures, alternations or irregularities of any kind may be rejected as informal.

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

Wherever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the total tender price shall be corrected accordingly.

The Owner reserves the right to waive formalities at their discretion.

Tenders who have submitted tenders that have been rejected by the Owner because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date of tenders.

12.0 ACCEPTANCE OR REJECTION OF TENDERS

The Owner reserves the right to reject any or all tenders in the best interest of the Corporation. The lowest or any tender will not necessarily be accepted.

13.0 ABILITY AND EXPERIENCE OF TENDERER

It is not the intention of the Owner to award this contract to any tenderer who cannot furnish satisfactory evidence indicating it has sufficient ability, experience, capital and plant to enable it to execute and complete the contract successfully, and to complete it within the time stated in the contract.

14.0 LEGAL AGREEMENT

The successful tenderer will be required to enter into and execute a CCDC 2-2008 Contract with the Owner. The General Conditions of the Stipulated Price Contract, Canadian Construction Document CCDC 2-2008 shall form part of the tender contract, and together with all other drawings and documents, shall govern the work of all trades under this contract.

15.0 OMISSION

The Owner reserves the right in its sole discretion to accept or reject all or part of any bid which is non-compliant with the requirements of this request.

16.0 INFLUENCE

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any Owner purchasing or disposal process.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Owner purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subjected to exclusion or suspension under the Vendor Performance Policy.

17.0 FUNDING

The award of any contract shall be conditional upon funding availability as dictated by the budget of the

Owner and approval of the Elected Council of the Owner.

18.0 WSIB

The tenderer whose tender has been recommended to the Owner for acceptance shall submit a copy of the most current certificate of good standing (Clearance Certificate) from the Work Place Safety and Insurance Board (WSIB).

19.0 INSURANCE

The Contractor agrees to indemnify and save harmless the Owner from any claim demand arising out of the performance by the contractor of the contract. The contractor agrees to maintain comprehensive liability insurance covering all operations and liability assumed under the contract with a limit of liability of not less than \$5,000,000.00 inclusive for any one occurrence.

20.0 LICENSING

The Contractor will be responsible for a strict adherence to all federal, provincial and municipal codes, regulations and by-laws and must obtain all permits and licenses as applicable.

21.0 SAFETY REGULATIONS AND LABOUR CODES

The Contractor must adhere to all safety rules, regulations and labour codes in effect in all jurisdictions where the work is to be performed.

22.0 HEALTH AND SAFETY

The contractor shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The contractor acknowledges its duty as an employer and a supervisor under the Occupational Health and Safety Act and under the applicable regulations and in particular, that the contractor shall take every precaution reasonable under the circumstances for the protection of the worker.

The Contractor acknowledges possession of a copy of the Occupational Health and Safety Act and applicable regulations for this contract.

The Owner has the right to stop the work if improper performance of any kind is being carried out.

The Contractor releases and discharges the Owner from any claim or demand for any action taken by the

Owner to exercise its duties of due diligence under the Occupational Health and Safety Act.

23.0 COMPLIANCE WITH ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility of Ontarians with Disabilities Act, 2005, as amended (the "Act"). For further information visit <http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ComplyingStandards/ToolsToHelpYouComply.aspx>

The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Contractor in consultation with the Site Authority shall submit to the Owner, as required from time to time, documentation with a record of the dates on which training was completed.

The Owner reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

24.0 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner, its officers and employees from and against any and all liabilities, damages, costs, claims, suits or actions by third parties directly or indirectly arising out of the work attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by negligent acts or omissions of the Contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof, except where such damage or injury is due to the act, default or negligence of the Owner, its officers and employees.

25.0 SITE AUTHORITY

The Owner's Site Authority for this project is:

William J. Bryant P.Eng.
BRY-CO Engineering Ltd.
368 Lindquist Line
Powassan, ON P0H 1Z0
705-724-3822 {O}
705-498-0408 {C}
bry-co@bry-co.ca

SECTION B: FORM OF TENDER

We agree to complete the work in accordance with the Tender Documents contained herein, for the following price:

SUBTOTAL \$ _____

HST \$ _____

TOTAL \$ _____

The undersigned hereby accepts the terms of Section A: Instructions to Tenderers and had carefully examined all Tender Documents.

We acknowledge receipt of addenda No. _____ To _____.

We acknowledge that the lowest tender is not necessarily required to be accepted and the Owner has the right to reject this tender or all tenders.

TENDER (FULL LEGAL NAME) _____

ADDRESS _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL _____

DATE _____

SIGNATURE OF AUTHORIZED OFFICER _____

NAME OF AUTHORIZED OFFICER _____

(I have authority to bind the Corporation, Company or Partnership)

SIGNATURE OF WITNESS* _____

NAME OF WITNESS* _____

* A witness signature is required only when the tenderer is not a Corporation.

AGREEMENT TO PROVIDE A LETTER OF CREDIT

A Letter of Credit addressed to the owner in the amount of 50% of the submitted tender price is to be provided to the owner within 10 business days following the award of the contract.