



City of
Peterborough

Request for Tenders Document No. T-18-18

Peterborough Daycare Mechanical Retrofit

Prequalified Bidders Only

Only those General Contractors prequalified in RFPQ-05R-17 will be permitted to submit a Tender

See **Section 1.0** of this RFT document for details

Non Mandatory Site Inspection

Wednesday, March 21, 2018

See **Section 2.0** of **Attachment 1** for details

Closing Date and Time

Thursday, April 19, 2018 before 3:00:00 p.m. local time

See **Section 2.0** of this RFT document for details

Bid Deposit

Mandatory – See **Section 8.0** of this RFT for details

Note: Tender submission, including all supporting documentation, must be in English only

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1.0 Introduction

1.1 General Information

The City of Peterborough, or the “City”, appreciates your interest in this Request for Tenders, or “RFT”.

Through this RFT, the City is seeking to retain the services of a prequalified General Contractor, or “GC”, for the Peterborough Daycare Mechanical Retrofit; hereinafter referred to as the “Project”.

1.1.1 Prequalified Bidders Only

The following prequalified GCs from RFPQ-05R-17 are the only GCs permitted to submit a Tender for T-16-18. The successful Bidder for this RFT shall be considered the General Contractor, or “GC”, for this Project.

- a. Basekamp Construction Corporation;
- b. Beavermead Construction (1991) Ltd.;
- c. Dalren Limited
- d. Gay Company Limited
- e. Gerr Construction Limited
- f. J.J. McGuire General Contractors Inc.;
- g. Kawartha Capital Corp.;
- h. Mortlock Construction Inc.;
- i. Silver Birch Contracting Ltd.; and
- j. W.S. Morgan Construction Limited

“Bidder” shall mean a prequalified GC from the list above.

The following prequalified Mechanical and Electrical Contractors, or “MCs and ECs” from RFPQ-06-17 are the only MCs and ECs permitted to submit a price to the GCs:

- a. Mechanical Contractor - Adamson and Dobbin;
- b. Mechanical Contractor – CEC Mechanical Ltd.;
- c. Mechanical Contractor – Litek Mechanical Services Inc.;
- d. Mechanical Contractor – Mapleridge Mechanical Contracting Inc.;
- e. Mechanical Contractor – Mutual Mechanical; and
- f. Mechanical Contractor – Summit Mechanical;
- g. Electrical Contractor – Barry Electric Contractors Inc.;
- h. Electrical Contractor – CEC Services Limited (Aurora)
- i. Electrical Contractor – Cremer Brothers Electric Ltd.;
- j. Electrical Contractor – Ferguson Electric Company Ltd.;
- k. Electrical Contractor – Lancer Electric Peterborough; and
- l. Electrical Contractor – SRP Electric.

The following prequalified RCs from RFPQ-01-14 are the only RCs permitted to submit a price to the GCs.

- a. Flynn Canada Ltd.;
- b. Semple Gooder Roofing Corporation;

- c. Solar Roofing;
- d. Trinity Roofing; and
- e. Trio Roofing Systems Inc.

Refer to **Section 6.0** of this RFT document for information on specifications.

Notwithstanding any terms or conditions contained in this RFT, the City reserves the right to award the Contract, in whole or in part, or to cancel this RFT for reasons that are in the best interest of, and provide the best value for, the City.

This RFT will be awarded to **one successful Bidder**.

Bidders acknowledge that by submitting a Tender, they have made themselves fully aware of all requirements of this RFT, and that any and all inquiries pertaining to this RFT have been satisfied and are included as part of the Tender price(s).

See **Attachment 5** for the complete “List of Prequalified GCs, MCs, ECs and RCs”.

1.1.2 Format of Bid Solicitation Process and Document

The City has been posting bid solicitation documents to a hosted webpage on Biddingo since January 2016. **Bidders** must register with Biddingo, at www.biddingo.com/peterborough in order to receive bid documents, and to be placed on the Bid Takers’ List for notification of addenda, etc. Additional information is available on www.biddingo.com/peterborough.

The format of the bid documents has also changed. **Attachment 1 “Terms, Conditions and General Information”**, is applicable to all bid solicitation documents, with the exception of those issued by the City’s Utility Services Department related to infrastructure construction – roads, sewers, bridges, etc. **Attachment 1** is available on the City’s website, at www.peterborough.ca/tenders, and our hosted webpage on Biddingo, at www.biddingo.com/peterborough. It must be reviewed in conjunction with all bid documents. **The Bidder** must also acknowledge, when completing **Appendix B** of this RFT document, that they have read and understand **Attachment 1**.

1.2 Non Mandatory Site Inspection

Refer to **Section 2.0 of Attachment 1** for details.

The Bidder may conduct an inspection of the job site. **The Bidder** must contact Mac MacGillivray, Property & Energy Manager, by email, at mmacgillivray@peterborough.ca to verify they will be attending the site for an inspection on **Wednesday, March 21, 2017 at 1:30 p.m. local time, at Peterborough Daycare, 127 Aylmer Street, Peterborough, ON K9J 3J6**.

1.3 Attachments

The following Attachments are provided for information purposes.

Attachment 1 – Terms, Conditions, and General Information – is applicable to all bid solicitation documents issued by the Corporation of the City of Peterborough since January 2016. Note: **Attachment 1** is available on the City’s website at

www.peterborough.ca/tenders and Biddingo at www.biddingo.com/peterborough.

Attachment 2 – Accessibility Training – must be completed and submitted by **the successful Bidder only**. See **Section 5.0** of this RFT document.

Attachment 3 – Drawings & Specifications

Attachment 4 - General and Supplementary Conditions

Attachment 5 – List of Prequalified GCs, MCs, ECs and RCs

1.3.1 Drawings and Specifications

Drawings and Specifications are an integral part of the RFT and are included in **Attachment 3** as a separate PDF. Full size drawings are **not** available from the City and must be printed by **the Bidder**, at their own expense.

1.4 Appendices

The Appendices listed below are included in this RFT. They are to be completed and submitted as part of the Tender.

Appendix A – Form of Tender Cover Page and Checklist

Appendix B – Acknowledgements

Appendix C – Pricing

Appendix D – Sub-Contractors

1.5 City Representative

The City representative shall be referred to as the “Owner”.

City of Peterborough

500 George Street North

Peterborough, ON K9H 3R9

Representative: Mac MacGillivray, Property and Energy Manager

Email: mamacgillivray@peterborough.ca

1.6 Consultant

Durham Energy Specialist Limited has been retained by the City as the “Consultant”, for this Contract.

Durham Energy Specialist Limited

106-209 Dundas Street East

Whitby, ON L1N 7H8

Contact name – Luigi Conforti

2.0 Closing Date and Time

Refer to **Section 6.0 of Attachment 1** for details.

Sealed Tenders are to be submitted to the City of Peterborough, Corporate Services, Tenders and Proposals, Main Floor, City Hall, 500 George Street

North, Peterborough, ON, **before 3:00:00 p.m. local time, on Thursday, April 19, 2018**, or the “Closing”.

3.0 Opening Date, Time and Results

Refer to **Section 6.0 of Attachment 1** for details.

All Tenders received on time will be opened in public on **Thursday, April 19, 2018 at 3:15 p.m. local time**, at City Hall.

4.0 City Contacts

Refer to **Section 8.0 of Attachment 1** for details.

4.1 Contacts

4.1.1 For questions related to the detailed specifications, drawings, or the nature of the goods/services requested – only contact Mac MacGillivray, Facilities & Energy Manager, in writing only, by email to mmacgillivray@peterborough.ca.

4.1.2 For questions related to the bid solicitation process – only contact Corporate Services, in writing only, by email to tenders@peterborough.ca.

Note: please do not address any questions through Biddingo.

4.2 Errors, Omissions and Questions

Fax or email a City Contact listed in **Item 4.1.1 or 4.1.2** of this RFT document, providing reference to the applicable Section(s) and Item number(s), **before 12:00 NOON local time, on Monday, April 9, 2018**. **Note:** failure to provide RFT Section and Item # references may result in return of email to obtain information from **the Bidder**.

4.3 Addenda

Refer to **Section 4.0 of Attachment 1** for details.

The Bidder must confirm the correct number of addenda issued when completing **Appendix B**.

5.0 Accessibility

Refer to **Section 12.0 of Attachment 1** for details.

5.1 Training

The successful Bidder shall submit the completed **Attachment 2** within 10 business days of notification of award. If not submitted, the Contract may be terminated.

The following chart outlines required training for this document:

Accessibility Training Module	Required
Accessibility Standards for Customer Service	Yes
Ontario's Human Rights Code Training	Yes
IAS General Requirements	Yes

5.2 Incorporating Accessibility into Goods, Services and Facilities

Refer to **Section 6.0** of this RFT document, for accessibility specifications, if applicable.

6.0 RFT Details/Specifications

6.1 Construction Liens and Holdbacks

Refer to **Section 15.0 of Attachment 1** for details.

Holdbacks shall be retained and released in compliance with the **Construction Lien Act**, as amended.

6.2 Allowances for Overhead and Profits – for Construction

Refer to **Section 15.0 of Attachment 1** for details.

Applicable to this document.

6.3 Insurance

Refer to **Section 9.0 of Attachment 1**, and **Section 8.0** of this RFT document for details.

The successful Bidder shall, within 10 working days of notification of award of the Tender, provide certificate of insurance(s) for insurance requirements stated in **Section 8.0** of this RFT document.

Failure by the successful Bidder to provide the certificate(s) of insurance, as herein requested, shall cause the Contract to be terminated and the Contract will be awarded to the next qualified Bidder.

6.4 Clearance Certificate from WSIB

Refer to **Section 11.0 of Attachment 1** for details.

The successful Bidder, forthwith upon being notified that they are **the successful Bidder**, shall provide the City with a copy of the most current and valid Clearance Certificate from the WSIB, for the type of work applicable to this Tender, or proof of exemption, or satisfactory proof that an application is in process.

If the successful Bidder does not provide the Clearance Certificate as herein requested, or proof of exemption, or satisfactory proof that an application is in process, the Contract will be terminated and will be awarded to the next qualified Bidder.

6.5 Work Schedule

The successful Bidder shall, upon notification of award, provide a written Work Schedule, showing the timing of all phases of the Work and defining how they shall complete the Work. The hours of Work on the site shall be first approved by the City.

All Work hours shall comply with the local noise by-laws of authorities having jurisdiction.

The successful Bidder shall highlight, within the Schedule, activities to be undertaken by sub-contractors.

When progress of the Work falls behind the schedule submitted by **the successful Bidder**, or jeopardizes the required total completion date specified, and upon instructions from the City designate, **the successful Bidder** shall increase the forces on the site, as well as hours worked each day, in order to catch up to the schedule, or meet the required total completion date. This work shall be done **at no additional cost to the Contract**.

All Work on this Project shall be performed between the hours of 5:00 p.m. to 2:00 a.m. local time, Monday to Friday, unless otherwise specified. Interior work during the day shall be limited to the Mechanical/Electrical Room and Roof Only. All other areas of the Daycare shall be off-limits during the day, 6:00 a.m. to 5:00 p.m. Monday to Friday.

Extremely disruptive and noisy work, such as, but not limited to, demolition, or any required work beyond the work area, as shown on the drawings, shall be done after the end of normal business hours, e.g. after 5:00 p.m. local time. **The successful Bidder** shall take special care to deliver all materials and equipment to the work location before 7:00 a.m. local time, Monday to Friday.

Note: the Bidder shall include for any and all overtime or premium hours of work that may be incurred in the execution of the Work included in the Tender. All work must be done to the entire satisfaction of the City.

All inspections, testing, verifying and commissioning activities shall be performed during the stated working hours for this Project Monday to Friday. **The Bidder** shall include all costs for this work as part of their submitted bid.

The Daycare shall remain fully operational during the hours of 6:00 a.m. to 5:00 p.m. Monday to Friday throughout the entire construction period. Contractors and sub-contractors shall review the Project Scope of Work. As noted above, **the successful Bidder** shall submit a work schedule in Gantt format after notification of award and the approved schedule shall be updated bi-weekly and submitted on the Friday before the next scheduled construction meeting.

The proposed start date for this Project is **Monday, April 30, 2018**. **The successful Bidder** shall begin pre-construction activities, including arranging pre-construction meeting and preparation of shop drawings as soon as the Tender is awarded, to ensure they are prepared for the start date. The estimated

duration of this project is 10 weeks. All Work should be totally complete by **Friday, July 6, 2018.**

The successful Bidder shall be aware that there is no parking of vehicles in the Daycare driveway or parking lot, at any time. If **the successful Bidder's**, or sub-contractor vehicles are found parked in the parking lot, they shall be towed at the owner's expense. Vehicles may drop off materials before 7:00 a.m. or after 5:00 p.m. **only.** **The successful Bidder** shall be allowed one parking spot next to the building in the north east corner to locate a dumpster and the dumpster shall be delivered and emptied before 7:00 a.m. or after 5:00 p.m. **only.**

6.6 Full Time Site Supervision

The successful Bidder shall ensure that, at all times, while any and all work is being performed, that, as the GC, they must have a competent site supervisor on site.

6.7 Sub-Contractors

All sub-contractors must be listed in **Appendix D.**

6.8 As Built Drawings

- a. Record information on a clean set of black line opaque drawings, provided by Owner;
- b. Maintain as-built drawings on site and update as construction progresses. Allow periodic review by the Consultant, as requested;
- c. Record information concurrently with construction progress. Do not conceal work until required information is recorded;
- d. Contract drawings and shop drawings: legibly mark each item to record actual construction, including:
 - i. Measured depths of elements of foundation in relation to finish first floor datum;
 - ii. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements;
 - iii. Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction;
 - iv. Field changes of dimension and detail;
 - v. Changes made by change orders;
 - vi. Details not on original Contract Drawings; and
 - vii. References to related shop drawings and modifications.
- e. **The successful Bidder** shall submit to the Consultant to enter as-built information from marked-up drawings to a digital format of AutoCAD, latest version, on CD-ROM. Information to be entered on layers to Owner's standard:
 - i. Submit marked-up hard copy to the Consultant who will transfer updates to the digital drawing file on application for Certificate of Substantial Performance.

6.9 Operation and Maintenance Manual

The Operation and Maintenance, or "O & M" Manual, shall be submitted electronically on a USB Flash drive stick, by **the successful Bidder** at the end of the Project. The O & M Manual shall be created in PDF and allow the user to click on an index item and be taken to that section of the O & M Manual.

6.10 Warranty

Refer to **Section 10.0 of Attachment 1** for details.

The successful Bidder shall warranty all materials and workmanship, for one year from the date of Substantial Completion, unless otherwise stated in the RFT.

The successful Bidder must be able to provide service, should it be required, during and/or after the warranty period on a 'same day' basis.

6.11 Permits, Fees and Certificates

Refer to **Section 10.0 of Attachment 1** or details.

The City shall apply and pay for the building permit for this Project. **The successful Bidder** shall apply for and pay for any and all other permits and all inspections required for the Work hereinafter specified, and provide the City with all certificates necessary, as evidence that the Work conforms to the law and regulations of all authorities having jurisdiction.

The successful Bidder shall provide to the City copies of all plans as may be required to comply with regulations.

6.12 HST

Refer to **Section 8.0 of this document for additional details.**

The successful Bidder shall provide their HST registration number on all invoices.

The successful Bidder shall notify the City immediately if their HST registration lapses, is revoked, or changes, at any time during the Contract.

7.0 Contract

Refer to **Section 14.0 of Attachment 1** for details.

7.1 Contract - CCDC

The successful Bidder agrees that they will execute an original Canadian Standard Construction Document CCDC-2, 2008 Stipulated Price Contract within 10 business days of notification of award, along with the requirements stated in **Section 14.0 of Attachment 1**.

Any Warranty/Guarantee shall be in accordance with Canadian Standard Construction Document CCDC-2, 2008.

The CCDC-2, 2008 Contract will be the Construction Contract, as amended by the Supplementary Conditions contained in **Attachment 4**, attached.

The City will also issue a Purchase Order to **the successful Bidder**.

8.0 Form of Tender Mandatory Requirements

Refer to **Section 7.0 of Attachment 1** for details.

8.1 Addressing Tender for Submission

A Tender shall be accepted only when submitted in an envelope sealed and clearly addressed to “**City of Peterborough, Corporate Services, Tenders and Proposals, Main Floor, City Hall, 500 George Street North, Peterborough, Ontario, K9H 3R9**” and marked “**T-18-18 Peterborough Daycare Mechanical Retrofit**” and include the name and address of **the Bidder**.

8.2 Binding and Irrevocable

Offers made in a bid solicitation will be considered by the City to be binding and irrevocable, and shall remain open for acceptance by the City for a period of 90 days from the Bid Closing.

8.3 Original and Copies

Refer to **Section 7.0 of Attachment 1** for details.

The Bidder shall submit **one Original and one copy** of all requirements, as set out in **Appendix A**.

8.4 Form of Tender Details

The Bidder shall provide the Form of Tender, including all Appendices and requirements, as listed herein:

8.4.1 Bid Deposit - Mandatory

Refer to **Section 3.0 of Attachment 1** for details.

The Bidder shall include either a certified cheque, money order, bank draft, irrevocable letter of credit, or bid bond issued by a surety company licensed and qualified to function in the Province of Ontario, in the amount of **at least 10% of the Tender amount, excluding HST, as stated in Appendix C, Table 1, Line 1.3** payable to The Corporation of the City of Peterborough; hereinafter referred to as the “Bid Deposit”. The Bid Deposit shall be attached to the **front** of the submission marked “Original”.

To ensure the 10% of proposed price requirement has been met, the Bid Deposit calculation should be rounded up to the next highest dollar. As an example, a Bid Deposit of 10% on the submitted Tender price of \$945,657.23 would be \$94,566.

A bid bond or letter of credit must be valid for 90 days after Closing.

8.4.2 Appendix A - Form of Tender Cover Page and Checklist – mark an “X” in the “**Bidder Included**” column, beside all items included.

8.4.3 Appendix B - Acknowledgements – acknowledge the correct number of addenda received indicate that **Attachment 1** has been reviewed and is understood, and provide current HST registration verification and HST number. **The Bidder** may obtain the necessary documentation to indicate registration by going to:

<http://www.cra-arc.gc.ca/esrvc-srvce/tx/bsnss/gsthstrgstry/trms-eng.html>

Note: failure to provide the documentation and HST number may result in rejection of the Tender submission.

8.4.4 Appendix C - Pricing – complete as requested.

8.4.5 Appendix D - Sub-Contractors - provide a complete list of all sub-contractors to be used in the Contract.

8.4.6 Insurance

Refer to **Section 9.0 of Attachment 1** and **Section 6.0** of this RFT document for details.

All insurance costs indicated below, will be borne by **the successful Bidder**.

The following requirements are standard for the City and are included as an indication of the level of coverage which will be sought by the City.

Chart of Required Insurance

Type	Amount	Deductible/Aggregate
Commercial General Liability	\$5,000,000	\$5,000
Standard OAP 1 Automobile Policy Insurance	\$2,000,000	Physical damage deductible not to exceed \$5,000 , or as agreed to by the City.

9.0 Evaluation, Award and Approval

Refer to **Section 16.0 of Attachment 1** for details regarding award, clarification, references and approval.

9.1 Post Award Requirements from Successful Bidder

Refer to **Section 16.0 of Attachment 1** for details.

The successful Bidder shall provide the following to the City within 10 business days of notification of award of the Contract.

Failure to provide these requirements will result in termination of the Contract and award to the next qualified Bidder.

- a. CCDC-2, 2008 Stipulated Price Contract and documentation listed in **Section 7.0** of this RFT document;
- b. Completed **Attachment 2** regarding Accessibility Training – **Section 5.0** of this RFT document;
- c. Certificate(s) of Insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer, together with copies of any amending endorsements applicable to the Contract – **Section 6.0** of this RFT document;
- d. Current and valid Clearance Certificate from the WSIB – **Section 6.0** of this RFT document; and
- e. Work Schedule – **Section 6.0** of this RFT document.

9.1.1 The successful Bidder shall provide the following to the City, as indicated in this RFT.

- f. O&M Manual at the end of the Project – **Section 6.0** of this RFT document;
- g. Written Warranty from the date of substantial completion, for one year, on all materials and workmanship – **Section 6.0** of this RFT document; and
- h. Marked-up hard copy of 'As Built' Drawings to Consultant – **Section 6.0** of this RFT document.

Attachment 1 – Terms, Conditions and General Information

Attachment 1 is applicable to all bid solicitation documents issued by the Corporation of the City of Peterborough since January 2016, with the exception of those issued by the City's Utility Services Department related to infrastructure construction – roads, sewers, bridges, etc.

Attachment 1 is not provided with each bid solicitation document.

Attachment 1 is available on the City's website at www.peterborough.ca/tenders and on our hosted webpage on Biddingo, at www.biddingo.com/peterborough. It must be reviewed in conjunction with all bid documents. **The Bidder** must also acknowledge, when completing **Appendix B** of this bid document, that they have read and understood **Attachment 1**.

Attachment 2 – Accessibility Training

Company Name _____

Hereby represents and warrants that:

My/Our employees, agents, volunteers, or others for whom I/We are responsible, will have successfully completed Accessibility Training as required in this RFT prior to commencement of the Project on behalf of the Corporation of the City of Peterborough, in accordance with the award of RFT # **T-18-18** for **Peterborough Daycare Mechanical Retrofit**.

Acknowledgement

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the City of Peterborough and as such I/We solemnly provide this representation and warranty as if it were given under oath.

I/We have the authority to bind the Company:	
Company Name:	
Signature(s):	
Name(s):	
Title(s):	
Date:	

Attachment 3 – Drawings and Specifications

Separate PDF

Attachment 4 - General and Supplementary Conditions

The CCDC-2, 2008 Contract will be the Construction Contract, as amended by the Supplementary Conditions contained herein.

Article A-6 – Receipt and Addresses for Notices in Writing

Delete Article A-6.1 and substitute new article 6.1:

6.1 Notices in Writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such Notices in Writing will be deemed to be received by the addressee on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier. Such Notices in Writing will be deemed to be received by the addressee on the fifth Working Day following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.

Definitions

Add the following definition:

19a. Submittals

Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:

- Shop Drawings, samples, models, mock-ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the Work.

1 General

1.1 Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

GC 1.1 Contract Documents

.1 Add to the end of subparagraph 1.1.2.2:

Except where the Consultant shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3.

.2 Add new subparagraph 1.1.7.5:

1.1.7.5 In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the Contract Documents.

GC 2.2 Role of the Consultant

.1 Add at the end of paragraph 2.2.9:

“The Owner and the Contractor shall waive any claims against the Consultant arising out of the making of such interpretations and findings made in accordance with paragraphs 2.2.7, 2.2.8 and 2.2.9”.

.2 Delete the comma after the word “submittals” and add the words “which are provided” before the words “in accordance” in paragraph 2.2.14.

GC 2.4 Defective Work

.1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:

2.4.1.1 The Contractor shall rectify, in a manner acceptable to the Owner and the Consultant, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the Consultant.

2.4.1.2 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day to day operation of the Owner.

GC 3.1 Control of the Work

.1 Add new paragraph 3.1.3:

3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the Contractor shall immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the affected work.

GC 3.4 Document Review

.1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

3.4.1 The Contractor shall review the Contract Documents and shall report promptly to the Consultant any error, inconsistency or omission the Contractor may discover. Such review by the Contractor shall comply with the standard of care described in paragraph 3.14.1 of the Contract. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not reasonably have discovered. If the Contractor does discover any error, inconsistency or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Consultant.

GC 3.8 Labour and Products

.1 Add new paragraph 3.8.4:

3.8.4 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.

GC 3.10 Shop Drawings

.1 Add the words “**and Other Submittals**” to the Title after **Shop Drawings**.

.2 Add “and Submittals” after the words “Shop Drawings” in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.

.3 Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3

GC.3.10.3 Prior to the first application for payment, the Contractor and the Consultant shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and any Submittals.

.4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the Work” and replace with “within 10 working days or such longer period as may be reasonably required” in paragraph 3.10.12.

GC 3.14 Performance by Contractor

.1 Add new General Condition 3.14.1:

3.14.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor’s obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

2 Add new General Condition 3.14.2:

3.14.2 The Contractor further represents, covenants and warrants to the Owner that:

.1 The personnel it assigns to the Project are appropriately experienced;

.2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner’s approval, in the event of death, incapacity, removal or resignation.

GC 4.1 Cash Allowances

.1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the Consultant’s direction to cover the shortfall.

.2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

4.1.5. The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order.

.3 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7:

4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances and items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work.

.4 Add new paragraph 4.1.8:

4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances.

GC 6.4 Concealed or Unknown Conditions

.1 Add new subparagraph 6.4.5:

6.4.5 The Contractor confirms that, prior to bidding the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.

GC 6.5 Delays

.1 Delete the period at the end of paragraph 6.5.1, and substitute the following words: “, but excluding any consequential, indirect or special damages.”

.2 Add new subparagraph 6.5.6:

6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor’s control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant’s services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of Substantial Performance of the Work achieved by the Contractor.

GC 6.6 Claims for a Change in Contract Price

.1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5 and add the words “and the Consultant”, at the end of paragraph 6.6.5.

GC 8.2 Negotiations, Mediation and Arbitration

.1 Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12., 8.2.13., and 8.2.14:

8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Owner and the Contractor shall give the Consultant a written notice containing:

- a) a copy of the notice of arbitration;
- b) a copy of supplementary conditions 8.2.9 to 8.2.14 of this Contract, and;
- c) any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.

8.2.10 The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Consultant:

- a) has a vested or contingent financial interest in the outcome of the arbitration;
- b) gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
- c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and,
- d) agrees to be bound by the arbitral award made in the arbitration.

8.2.11 If an election is made under paragraph 8.2.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.2.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a full party may: a) on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.2.10, and; b) make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.

8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant; 8.2.14. In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.

GC 9.1 Protection of Work and Property

.1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

9.1.1.1 Errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.14.1;

.2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

9.1.2 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an inspection of the Place of the Work the degree of care and skill described in paragraph 3.14.1.

GC 9.2 Toxic and Hazardous Substances

.1 Add to paragraph 9.2.6 after the word "responsible", the following new words: "or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others."

.2 Add "and the Consultant" after the word "Contractor" in subparagraph 9.2.7.4.

.3 Add to paragraph 9.2.8 after the word "responsible", the following new words: "or that any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others."

GC 9.5 Mould

.1 Add "and the Consultant" after "Contractor" in subparagraph 9.5.3.4.

GC 10.2 Laws, Notices, Permits and Fees

.1 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words: "Subject to paragraph 3.14.1, the".

GC 12.1 Indemnification

.1 Add new clause 12.1.1.3.

12.1.1. 3. The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the Place of Work.

GC 12.3 Warranty

.1 Delete from the first line of paragraph 12.3.2 the word, "The" and substitute the words: "Subject to paragraph 3.14.1, the..."

Attachment 5 – List of Prequalified GC's, MCs, ECs and RCs

General Contractors	Phone	Email
Basekamp Construction Corporation #406-3100 Steeles Avenue West Vaughan, Ontario, L4K 3R1	905-597-9131	estimating@basekamp.ca
Beavermead Construction (1991) Ltd. 2261 Base Line Otonabee, Ontario, K9J 6X7	705-743-3051	beavermead1991@hotmail.com
Dalren Limited 8781 Dale Road, R.R. #6 Cobourg, Ontario, K9A 4J9	905-377-1080	dalren@dalren.ca
Gay Company Limited P.O. Box 98006, Courtice RPO Courtice, Ontario, L1E 3G6	905-432-1279	jhewlett@gaycompanylimited.com
Gerr Construction Limited 325 Lake Road Bowmanville, Ontario, L1C 4P8	905-697-2290	ygerrits@gerrcon.com
J.J. McGuire General Contractors Inc. 880 Farewell Street Oshawa, Ontario, L1H 6N6	905-436-2554	jeff.robinson@jjmcguire.com
Kawartha Capital Corp. 580 Ashburnham Drive Peterborough, Ontario, K9L 2A2	705-750-0440	scott@kawarthacapital.com
Mortlock Construction Inc. P.O. Box 545 Cavan Monaghan, Ontario, K9J 6Z9	705-745-0579	craig@mortlockconstruction.com
Silver Birch Contracting Ltd. P.O. Box 29 Schomberg, Ontario, L0G 1T0	905-952-3856	dan@birchcon.ca
W.S. Morgan Construction Limited 19 Bowes Street Parry Sound, Ontario, P2A 2K7	705-746-9686	kirk.gabel@wsmorgan.com

Mechanical Contractors	Phone	Email
Adamson & Dobbin Ltd. 407 Pido Road Peterborough, Ontario, K9J 6X7	705-745-5751	sdobbin@adamsonanddobbin.com
CEC Mechanical Ltd. 16188 Bathurst Street King City, Ontario, L7B 1K5	905-713-3711	bhanlon@beswickgroup.com
Litek Mechanical Services Inc. 80 Regina Road, Unit #21 Woodbridge, Ontario, L4L 8M5	905-265-1788	litekmechanicalservices@bellnet.ca
Mapleridge Mechanical Contracting Inc 939 Dillingham Road Pickering, Ontario, L1W 1Z7	905-831-0524	james@mrmmech.com
Mutual Mechanical Ltd. 869 Nelson Street Oshawa, Ontario, L1H 5N7	905-579-6089	admin@mutualmechanical.net
Summit Mechanical 749 The Kingsway Peterborough, Ontario K9J 6W7	705-740-0202	dustin@summitmechanical.ca

Electrical Contractors	Phone	Email
Barry Electrical Contractors Inc. 1003 Monaghan Road Peterborough, Ontario, K9J 5K8	705-748-5670	c.woods.barryelectrical@gmail.com
CEC Services Limited (Aurora) 16188 Bathurst Street King City, Ontario, L7B 1K5	905-713-3711	dvanloon@beswickgroup.com
Cremer Brothers Electric Ltd. 2005 Bensfort Road, P.O. Box 2086 Peterborough, Ontario, K9J 7Y4	705-742-3489	rick@cbe.on.ca
Ferguson Electric Company Ltd. 140 Veronica Street Cobourg, Ontario, K9A 0E8	905-372-1212	andrew@fergusonelectric.net
Lancer Electric Peterborough 510 Bethune Street Peterborough, Ontario, K9H 3Z3	705-748-4505	lancerelctric@bellnet.ca
SRP Electric Ltd. 5-365 Lansdowne Street East Peterborough, Ontario, K9L 2A3	705-760-3270	rick@srpe.ca

Roofing Contractors	Phone	Email
Flynn Canada Ltd. 6435 Northwest Drive Mississauga, ON L4V 1K2	905-671-3971	jguzik@flynn.ca
Semple Gooder Roofing Corporation 1365 Martin Grove Road Toronto, ON M9W 4X7	416-743-5370	tshreeve@semplegooder.com
Solar Roofing 3 Miller Street Toronto, ON M6N 2Z6	416-658-6045	solarroofing@bellnet.ca
Trinity Roofing 50 Rossdean Drive Toronto, ON M9L 2S1	416-630-9213	trinityroofing@bellnet.ca
Trio Roofing Systems Inc. 243 Advance Blvd. Brampton, ON L6T 4J2	905-456-1688	paulo@trioroofing.ca

Appendix A – Form of Tender Cover Page and Checklist



City of
Peterborough

**Request for Tenders
Document No. T-18-18**

Peterborough Daycare Mechanical Retrofit

Submit To:

**City of Peterborough
Corporate Services, Tenders and Proposals
Main Floor, City Hall
500 George Street North
Peterborough, Ontario K9H 3R9
Attn: Sandra Clancy,
Director of Corporate Services**

Submitted By:

Company Name

Address

Appendix A – cont'd**Part 1.0 Form of Tender**

The Form of Tender for this bid solicitation document shall include all Appendices and requirements listed in the checklist below.

Part 2.0 Checklist

The Bidder shall include all items with an “X” in the “**City Required**” column in their Tender submission and **in the order shown below**. Failure to provide the items required may result in the rejection of the Tender submission as incomplete. “N/A” shall mean not applicable to this RFT and not required in the Tender submission. **The Bidder** shall mark an “X” in the “**Bidder Included**” column to indicate the items that are included in their Tender submission. See **Section 8.0** of this RFT document for details.

City Required	Requirement	Bidder Included
X	One Original and one Copy of Tender Submission	
X	Bid Deposit – Provide with Original only	
Provide the Following with Original and all Copies		
X	Appendix A – Form of Tender Cover Page and Checklist	
X	Appendix B – Acknowledgements	
X	Appendix C – Pricing	
X	Appendix D – Sub-Contractors	

Appendix B – Acknowledgements

I/We Acknowledge that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same goods/services and is in all respects fair and without collusion or fraud.

I/We Acknowledge that all matters stated in the said Tender are, in all respects, true.

I/We Acknowledge that I/We, having read RFT #**T-18-18**, and **Attachment 1 “Terms, Conditions and General Information”**, have satisfied ourselves as to the Terms, Conditions, General Information and any Specifications and do hereby submit a Tender, including Pricing as set out in **Appendix C**, for **T-18-18 Peterborough Daycare Mechanical Retrofit**

I/We Acknowledge that _____ addenda have been issued for this RFT and that I/We understand it is **the Bidder’s** ultimate responsibility to ensure all addenda issued have been received. **NOTE:** failure to include the correct number of addenda in this Appendix may, at the discretion of the City, result in disqualification of the Tender submission.

I/We Acknowledge that I/We have attached current HST registration verification and include My/Our HST number herein:

I/We have the authority to bind the company.

Dated at _____ this _____ day of _____ 2018.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Email

Appendix C – Pricing for Part 1 Closing

Table 1 Pricing for City Hall Electrical Service Replacement

Line	Description	Price
1.1	Lump Sum Price to perform all Work with the exception of Optional Work included in Line 1.2 - Fire Alarm System	\$
1.2*	Optional Price to perform all work associated with the installation of a new Fire Alarm System on Drawings E2, E4 and E5	*\$
1.3**	Sub-Total of Lines 1.1 + 1.2	**\$
1.4	HST for Line 1.3	\$
1.5	Total – including HST – sum of Lines 1.3 + 1.4	\$

*If it is determined that that the City will not proceed with the optional Fire Alarm System work, then the entire amount included in Line 1.2 shall be removed from the Contract.

**Pricing to be read at the Tender Opening

Table 2 Labour Rates for Peterborough Daycare Mechanical Retrofit

The following labour rates shall apply for calculating the cost of credit or extras on Change Notices. The rates shall include any employee benefits. The labour rates **shall not include** overhead and profit.

- GC Site Supervisor \$ _____/hr + overhead and profit
- Plumber/Pipefitter \$ _____/hr + overhead and profit
- Sheet Metal \$ _____/hr + overhead and profit
- Refrigeration Technician \$ _____/hr + overhead and profit
- BAS Technician \$ _____/hr + overhead and profit
- Electrician \$ _____/hr + overhead and profit
- Other \$ _____/hr + overhead and profit

Appendix D – Sub-Contractors

Submit a list of sub-contractors to be used for the supply of the goods/services, or indicate “not applicable”.

Contact	Details
Name:	Electrical Sub-Contractor Company Name
Phone:	Address:
Email:	Years in Business:
Name:	Mechanical Sub-Contractor Company Name:
Phone:	Address:
Email:	Years in Business:
Name:	Roofing Sub-Contractor Company Name:
Phone:	Address:
Email:	Years in Business:
Name:	Insulation Sub-Contractor Company Name
Phone:	Address:
Email:	Years in Business:

Any Sub-Contractor to be used on this project must be listed above. Failure to provide a complete list of requested sub-contractors will result in termination of the contract and award to the next qualified Bidder.

Appendix D – cont'd

Contact	Details
Name:	Controls Sub-Contractor Company Name
Phone:	Address:
Email:	Years in Business:
Name:	Balancing Sub-Contractor Company Name
Phone:	Address:
Email:	Years in Business:
Name:	Painting Sub-Contractor Company Name:
Phone:	Address:
Email:	Years in Business:
Name:	Other Sub-Contractor Company Name
Phone:	Address:
Email:	Years in Business:

Any Sub-Contractor to be used on this project must be listed above. Failure to provide a complete list of requested sub-contractors will result in termination of the contract and award to the next qualified Bidder.