



**Engineering & Capital Works  
Facilities Capital & Asset Management**

**Request for Tender  
Haldimand County Caledonia Centre Renovations  
FCA-03-2020**

**Contact**

Dave Aldred  
Manager, Facilities and Parks Operations  
daldred@haldimandcounty.on.ca  
905-318-5932 ext. 6517

**Obtain Documents Online**

[Haldimand County Bid Opportunities](#)

**Closing Date**

Tuesday, February 11, 2020  
Before 2:00:00 p.m. local time

**Closing Location**

Cayuga Administration Building  
45 Munsee Street North  
P.O. Box 40  
Cayuga, ON N0A 1E0

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**ATTACHMENTS**

Attachment 'A' – Specifications

Attachment 'B' – Drawings

Attachment 'C' – Mechanical Drawings

Attachment 'D' – Electrical Drawings



Haldimand County  
Legal and Support Services Division  
45 Munsee Street North  
P.O. Box 400  
Cayuga, ON N0A 1E0

## Request for Tender Notice

### Haldimand County Caledonia Centre Renovations FCA-03-2020

**Closes: 2:00:00 p.m. local time  
Tuesday, February 11, 2020**

#### **1. Public Opening**

All Bids received in compliance with the date and time requirements shall be opened in a public forum.

Bids shall be opened shortly after the Submission Deadline at the location noted below:

Cayuga Administration Building  
45 Munsee Street North  
P.O. Box 40  
Cayuga, ON N0A 1E0

#### **2. Scope of Work**

This Request for Tender (RFT) is an invitation by Haldimand County to prospective Bidders to submit bids for the renovation of the existing administration office at the Haldimand County Caledonia Centre and conversion to Police service office and Social Services office.

The HCCC administration office renovation is a complete overhaul of the space to construct dedicated and separate administration units for use by Police services and Social Services. The renovation includes but is not limited to construction of new office space, a lunch room and a washroom. The specific work requirements are outlined on the architecture, mechanical and electrical drawings. The budget to complete this project is \$190,000.

#### **3. To Obtain Document**

To obtain documents online please visit [Haldimand County Bid Opportunities](#). If you subscribe to bids&tenders™ you can login into your account to download the bid document(s) without the preview watermark. Documents are not provided in any other manner.

If you do not already have an account, detailed instructions can be found using the link above to register.

**4. Site Meeting**

A Mandatory site meeting will be held on Wednesday, January 29, 2020 at 10.00, a.m. at 100 Haddington Street, Caledonia (Haldimand County Caledonia Centre (main lobby)).

All Bidders shall sign in on the official meeting attendance sheet provided by the RFT Contact.

Any new information or changes provided at the site meeting will be summarized through the issuance of an Addendum.

**5. Commencement of Work**

The Contractor shall be able to commence work on the site, no later than ten (10) Calendar Days after the order to commence work is given by Haldimand County.

Substantial completion date is set for Thursday, April 9, 2020. Total completion is Friday, April 17, 2020.

**6. Canada Free Trade Agreement**

This procurement is subject to the Canadian Free Trade Agreement (CFTA) and in accordance to Haldimand County's Purchasing Policy and Procedures.

The following Definitions apply to the interpretation of the RFT;

1. **“Addenda” or “Addendum”** refers to an addition or change to the RFT issued in writing by the County prior to the Submission Deadline;
2. **“Bid” or “Bid Submission”** means an offer made by a Bidder in response to this Request;
3. **“Bidder”** means one who submits a response to an invitation to bid as issued by the County;
4. **“Bidding System”** refers to the online portal (bids&tenders™) that hosts Haldimand County’s Bid opportunities (Request for Proposals, Request for Tenders, and Request for Pre-qualifications);
5. **“Calendar Days”** means Monday through Sunday inclusive;
6. **“Consultant”** refers to Kalos Engineering Inc.;
7. **“Contract” or “Agreement”** means a written document between the County and another party for the purchase of Goods, Services or Construction pursuant to this Request;
8. **“Contract Administrator”** refers to the representative on behalf of Haldimand County that manages the Contract;
9. **“Deliverables” or “Specifications” or “Scope of Work” or “Terms of Reference”** means everything developed for or provided to the County in the course of performing the Contract or agreed to be provided to the County by the Bidder or its directors, officers, employees, agents, partners, affiliates, volunteers or Sub-Contractors, as further defined in the Request, including but not limited to any Goods or Services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;
10. **“Haldimand County”** as defined by Bill 125. Haldimand County may also be referred to in this document as “County”, “Municipality”, “Corporation” or “Owner”;
11. **“Mandatory Addenda” or “Mandatory Addendum”** refers to an addition or change to the RFT issued in writing by the County prior to the Submission Deadline. The Bidder is required to acknowledge receipt of all Mandatory Addenda on the Form of Offer (Appendix A), or submit all signed Mandatory Addenda with its Bid.
12. **“Plan Taker”** refers to a bidder that has registered for this Bid opportunity in order to download the documents and receive notifications;

13. **“Request for Tender”** or **“RFT”** or **“Request”**, shall mean a formal Request for competitive sealed bids, including all appendices, and any Addenda;
14. **“RFT Documents”** means this Request for Tender document, including all appendices and any Addenda;
15. **“Responsible Bidder”** shall mean a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract, including but not limited to sufficient evidence of equipment, personnel, financial capability, safety records;
16. **“Services”** means any professional or general service work performed but is not solely the delivery of goods or materials;
17. **“Sub-Contractor”** or **“Sub-Consultant”** means any person or business entity employed to perform part of a contractual obligation under the contract of the principal Contractor. Any supplier, distributor, vendor, or firm that furnishes supplies or services to a prime Contractor or another Sub-Contractor.
18. **“Submission Deadline”** or **“Closing Date”** means the date and time which all bids will be received by Haldimand County;
19. **“Successful Bidder”** or **“Consultant”** or **“Supplier”** or **“Provider”** or **“Vendor”** or **“Contractor”**, shall mean the Bidder who has met or exceeded the minimum requirements of the bid document in its entirety as determined by Haldimand County in its absolute discretion and is being recommended for award.
20. **“Working Days”** means a day other than a Saturday, Sunday, or statutory holiday in the area the work is taking place.

**1. Intent of Request for Tender**

Haldimand County is soliciting Bids from Responsible Bidders who have the necessary qualifications and experience to provide the type of work described in this Request for Tender (RFT).

**2. Haldimand County Procurement Policy No. 2013-02**

It is the responsibility of all Bidders to become familiar with and comply with the Haldimand County Procurement Policy, Tie Bid Procedures and Bid Irregularities list, which can be found at the at the [Haldimand County Purchasing Website](#).

**3. Request for Tender Schedule**

Sealed Bids shall be submitted according to the following timetable:

Issue Date of RFT	Tuesday, January 21, 2020
Mandatory Site Meeting	Wednesday, January 29, 2020 at 10:00 am
Deadline for Written Questions	Friday, January 31, 2020 by 4:30 p.m.
Deadline for Issuing Addenda	Tuesday, February 4, 2020
Submission Deadline	Tuesday, February 11, 2020 before 2:00:00 p.m.
Public Opening	Tuesday, February 11, 2020 at approximately 2:15 p.m.

Note: Although every attempt will be made to meet all the dates, the County reserves the right to modify any or all dates at its sole discretion.

All times specified in this RFT are local time in Cayuga, Ontario, Canada.

**4. RFT Contact**

For the purposes of this procurement process, the Request for Tender Contact will be:

Dave Aldred

Manager, Facilities and Parks Operations

daldred@haldimandcounty.on.ca

905-318-5932 ext. 6517

**5. Contract Administrator**

The Contract Administrator for this procurement will be the RFT Contact.

**End of Part I: Information for Bidders**



## **6. Bid Submission Instructions**

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Request for Proposal, which will enable the Bidder to download the Request for Tender, receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this bid document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity.

All Bids shall be in English only.

Each Bidder shall bear all costs associated with or incurred in the preparation and presentation of its Bid Submission.

### **6.1 Sealed Bid Submissions**

Bidders must submit a hard copy of its Bid in a sealed package before the Submission Deadline. Bids in an envelope that is not sealed will be rejected.

A Submission Label, Appendix G, has been included with this Request for the convenience of the Bidder. The Bid should be clearly marked with the Bidders company name, Bid name, Bid number and Submission Deadline date.

### **6.2 Bid Submission Location**

Bids must be submitted on time at the prescribed location set out below before the Submissions Deadline:

Manager, Legal and Support Services/designate  
Haldimand County  
Cayuga Administration Building  
45 Munsee Street North  
P.O. Box 400  
Cayuga, ON N0A 1E0

Bids received by facsimile or electronic delivery, secured or otherwise, will not be accepted.

### **6.3 Late Bid Submissions**

Bids received later than the closing time on the Submission Deadline specified in the Bid document will not be accepted, regardless of the reason. Such Bid shall result in an automatic rejection and will be returned unopened to the Bidder, or not received at all.

The County is in no way responsible for any documentation that is misdirected to another County location.

#### **6.4 Withdrawal of Bid Submission**

Bidders may withdraw its Bid prior to the specified Bid Submission Deadline. The Bidder's representative desiring to withdraw shall provide to the County a withdrawal Request in writing to [purchasing@haldimandcounty.on.ca](mailto:purchasing@haldimandcounty.on.ca).

Photo identification and approval to withdraw must be presented at the time of picking up the Bid.

A courier is not deemed a representative of the Bidder.

#### **6.5 Multiple Bid Submissions**

A Bidder who has already submitted a sealed Bid may submit a further sealed Bid at any time up to the official closing time. The last sealed Bid received shall supersede and invalidate all other sealed Bids previously submitted by that Bidder as it applies to this Request.

#### **7. Irrevocability**

Bids shall be irrevocable for a period of sixty (60) days from the Submission Deadline.

#### **8. Bid Submission Requirements**

All changes to figures or insertion on the submission forms must be initialled. Bids must be legible and prepared in ink. Bids in pencil will not be accepted.

##### **8.1 List of Mandatory Requirements at Time of Bid Submission**

Bidders shall submit the following documentation in its Bid Submission. Failure to do so will result in the Bid being rejected.

- a. Form of Offer – Appendix A, signed by an authorized representative
- b. Schedule of Prices – Appendix B
- c. References – Appendix C
- d. Agreement to Bond – Appendix D

##### **8.2 List of Non-Mandatory Requirements at Time of Bid Submission**

Bidders should submit the following documentation in its Bid Submission.

- a. List of Proposed Electrical Sub-Contractors – Appendix E

- b. List of Proposed Mechanical Sub-Contractors – Appendix E
- c. Bidders & Sub-Contractors Experience in Similar Work – Appendix E
- d. List of Bidders Senior Staff to be Employed on Contract – Appendix E

## 9. Agreement to Bond

Bidders shall complete the Agreement to Bond – Appendix D or an Agreement to Bond Form from a Bonding Company, as a surety that the Bidder can obtain the required Bonds if deemed the Successful Bidder. If the Bidder chooses to submit an Agreement to Bond on the Bonding Company's form, the bonding form must comply with the terms and conditions as outlined in this tender.

The required Bonds for this Contract are as follows:

- Performance Bond in the amount of one hundred percent (100%) of the Total Contract Price
- Labour and Material Payment Bond in the amount of fifty percent (50%) of the Total Contract Price

A Surety Company authorized to do business in the Province of Ontario shall provide the specified Bonds

## 10. Stages of Evaluation

Haldimand County will conduct the evaluation of Bids following two (2) stages:

Stage 1 – Mandatory Requirements Review at the Time of Bid Opening

Stage 2 – Mandatory Requirements Secondary Review

### 10.1 Stage 1 – Mandatory Requirements Review

Stage 1 will consist of a basic review of each Bid during the public opening to ensure full compliance of the requirements at the time of closing.

If a Bid does not comply with the specified document requirements, Legal and Support Services will retain the Bid and provide written notification to the Bidder of the Bid's non-compliance. No official disqualification will be announced at the public opening.

If the Bid meets the minimum requirements, the Bid will be provided to the user division for evaluation.

If the submission meets the minimum requirements, the bid will be provided to the user division for a secondary review and analysis of specifications, pricing, etc.

**10.2 Stage 2 – Mandatory Review**

Stage 2 will consist of reviewing the pricing submitted in the Schedule of Prices, Appendix B.

Pricing shall be submitted as set out in the Schedule of Prices, Appendix B. All prices shall be provided in Canadian dollars, inclusive of all applicable duties. Harmonized Sales Tax (HST) or any other applicable tax shall be shown as separate, unless otherwise instructed within this Request.

Bidders are advised that Haldimand County may have entered a contingency value or cash allowance in the pricing table. Bidders shall carry these prices forward for inclusion in the Total Tender Price, as applicable.

If provisional pricing is requested, this pricing should be carried forward in the Total Tendered Price, unless directed otherwise.

In the case of an error in extending the unit prices, the unit price shall determine the bid price. The County will correct any mathematical errors made by the Bidder in extending the unit prices prior to award.

Unless otherwise stated all pricing submitted shall be considered an upset limit.

**End of Part II: Bid Submission and Evaluation**

**11. Blackout Period**

The blackout period begins when the Request for Tender Notice is posted on the Haldimand County website and ends when the Contract is signed by the County and the Successful Bidder.

During the blackout period, Bidders and its representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Haldimand County, other than the RFT Contact, concerning matters regarding this RFT.

Failure to adhere to this rule may result in the disqualification of the Bidder and the rejection of the Bidder's bid.

**12. Addendum / Addenda**

Amendments or changes to this RFT prior to the closing date and time stated herein will only be in the form of written Addenda issued by the County.

Questions related to this bid must be submitted to the RFT Contact through the Bidding System only. Click on the "Submit a Question" button for this specific bid opportunity.

Questions must be received by the deadline outlined in section titled *Request for Tender Schedule*, or the questions may not be responded to. Addenda will be posted no later than seven (7) Calendar Days before Submission Deadline.

Addenda will be posted to [Haldimand County Bid Opportunities](#). It is the sole responsibility of each Bidder to check the website to ensure that it has received any and all Addenda issued by the County.

Bidders must acknowledge receipt of all Mandatory Addenda on the Form of Offer, Appendix A, or include and sign the Mandatory Addendum in its Bid submission. The issued Addenda will clearly state whether it is mandatory. Failure to acknowledge the Mandatory Addenda will result in the automatic rejection of the Bid.

The County assumes no responsibilities for any verbal (spoken) information from any County staff or from any Consultant firms retained by the County, or from any other person or persons who may have an interest in this Bid.

Questions regarding the procurement process can be directed to Legal and Support Services at 905-318-5932 or [purchasing@haldimandcounty.on.ca](mailto:purchasing@haldimandcounty.on.ca).

**13. Bidders Understanding and Examination of Site**

Prior to submitting a Bid, Bidders shall carefully examine all documentation that encompasses this Request including but not limited to specifications, Addenda, drawings, and the site of the

proposed Deliverables and fully inform themselves of the existing conditions and limitations. No claim for additional costs will be entertained on the grounds of misrepresentation, or on the grounds that any promise or guarantee was given or provided by the County.

In addition, Bidders shall obtain its own information on all matters that may in any way influence preparing and submitting its Bid. Bidders shall also satisfy itself in all respects as to the risks and obligations to be undertaken.

It is the responsibility of the Bidder to seek clarification from the RFT Contact on any matter it considers to be unclear. Haldimand County shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFT or its process.

By submitting a Bid, it is understood and accepted by each Bidder that the Bidder has carefully examined all of the RFT Documents and understands the Deliverables, as outlined, for the prices set forth in its Bid.

#### **14. Information in RFT an Estimate Only**

Haldimand County and its advisers make no presentation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of Addenda. Any quantities shown or data contained in this RFT or provided by way of Addenda are estimate only and are for the sole purpose of indicating to Bidders the general size of the work.

#### **15. Prohibition on Lobbying / Collusion**

Bidders are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFT.

A Bidder shall not discuss or communicate directly or indirectly with any other Bidder, any information whatsoever regarding the preparation of a Bid. Bidders shall prepare and submit Bids independently and without communication, knowledge, comparison of information, or arrangement, direct or indirect, with any other Bidder except where submitting as a joint venture and then communication will only be permitted with the Bidder participating in the joint venture.

Failure of any Bidder to comply with this may result in the disqualification of the Bidder and rejection of its Bid.

#### **16. Sub-Contractors**

If requested in this document, the Bidder shall name any sub-contractors who will be carrying out any part of the work required in this request. The Bidder shall be responsible for the quality of work and coordination of its sub-contractors.

The County has the right to reject any of the sub-contractors so named. The Bidder shall not assign or reassign any awarded portion of the work without prior written consent of the County.

Sub-Contractors shall be supervised on the job site at all times by a qualified representative of the Successful Bidder.

#### **17. References**

Bidders must submit references in compliance with this Request. References will be evaluated based upon the quality of information provided. The County may contact references at any stage of the bidding process, for any Bidder.

If the Bidder's references are negative in nature, not relevant experience to the project scope and value, if the County is unable to obtain satisfactory references, or if a reference(s) chooses not to comment, the reference will be deemed unsatisfactory. An unsatisfactory reference and may be justification not to award to a Bidder.

The County may also call upon the references of any Bidder when the County enters into the negotiation stage, as outlined in the section titled *Negotiations*.

#### **18. Brand Names**

If and wherever in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the Municipality does not wish to rule out other competition and equal brands or makes, approved equals will be considered. If a product other than that specified is bid, it is the vendor's responsibility to name such product within its bid and to prove to the Municipality that said product is equal to or exceeds the specifications and to submit brochures, samples and/or specifications in detail on item/s bid. The Municipality shall be the sole judge concerning the merits of bids submitted.

#### **19. Copy or Patent Rights**

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods or services shipped, ordered or provided as a result of the Bid.

The Bidder agrees to hold the County harmless from any and all liability, loss or expense occasioned by any such violation as applicable to this Request. The County shall have full ownership of all materials and information produced under the agreement with the Successful Bidder.

**20. Freedom of Information**

The information submitted in response to this RFT will be managed in accordance with all applicable legislation governing municipal activity, including but not limited to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The Bidder does, by the submission of a Bid, accept that the information contained in it will be treated in accordance with the process set out in the RFT. Bidders should clearly indicate in its submission which parts, if any, are exempt from disclosure under the relevant freedom of information and protection of privacy legislation.

**21. Confidentiality of Information**

In the course of the project or of the RFT process, Haldimand County may provide information to Bidders to allow the preparation of a response to the RFT or of the project deliverables. Haldimand County retains the ownership of and reserves all rights (including copyright and other intellectual property rights) in any document, materials or other information that they provide to the Bidders. Bidders may not use any materials provided for other purposes without the written permission of Haldimand County.

**22. Laws and Regulations**

Bidders are assumed to have made themselves familiar with and will abide by all Municipal, Provincial and Federal laws, rules and regulations which in any way are applicable and affect the work. No plea of misunderstanding on account of ignorance will be considered.

This Request shall be construed and interpreted in accordance with the laws of the Province of Ontario or a federal law of Canada applicable thereto as well as all Bids received in response to this Request.

**23. Litigation**

The County may, in its absolute discretion, reject a Bid by a Bidder if it:

- a. is a party to litigation with the County; or
- b. directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the County; or
- c. intends to use a sub-contractor in respect of the specific project who is party to litigation with the County, or, who, directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the County.

Party to litigation with the County includes cases in which the Bidder or any of the parties named above, have advised the County in writing of its intention to commence litigation, or have commenced or have advised the County of its intention to commence an arbitral proceeding, against the County.



If a Bidder is a party to litigation, the Bidder shall complete the Corporate Disclosure Form, [Haldimand County Purchasing Website](#) with its Bid submission. Failure to complete and submit this form may result in a disqualification.

In determining if a Bid shall be rejected under this clause, the County will consider whether the litigation is likely to affect the Bidders ability to work with the County, its consultants and representatives, and whether the County's experience with the Bidder in the matter giving rise to the litigation indicates that the County is likely to incur increased staff and legal costs in the administration of the County if it is awarded to the Bidder.

#### **24. Conflict of Interest**

Bidders shall disclose all perceived, potential and actual Conflicts of Interest. If a Bidder has a conflict, it shall complete the Conflict of Interest Form, [Haldimand County Purchasing Website](#) with its Bid submission. Failure to complete and submit this form may result in a disqualification.

For the purposes of this RFT, Conflict of Interest includes:

- a. any situation or circumstances where, in relation to this RFT and/or the Contract, the Bidder commitments, relationships or financial interests are or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgement by an personnel of the County;
- b. any situation or circumstances where any person(s) employed by the County in any capacity, or any Owner elective:
  - has a direct or indirect financial interest in the award of the Contract to any Bidder;
  - is currently employed by, or is a sub consultant or a consultant to a Bidder;
  - is negotiating or has an arrangement concerning future employment or contracting with any Bidder;
  - has an ownership interest in, or is an officer or director or, any Bidder.

If a Bidder discovers, at any time, any perceived, potential, or actual Conflicts of Interest, the Bidder shall promptly disclose the perceived, potential or actual Conflict of Interest by sending a written statement in the matter to the Manager, Legal and Support Services. Failure of any Bidder to comply with this may result in the disqualification of the Bidder and the rejection of its Bid.

Without limiting the generality of the County's rights, the County may, in its sole discretion:

- a. exclude any Bidder and its Bid on the ground of Conflict of Interest;
- b. waive any and all perceived, potential or actual Conflict of Interest upon such terms and conditions as the Owner, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

**25. Disqualification of Bidders**

Haldimand County reserves the right in its absolute sole discretion to exclude a Bidder from eligibility to submit or a submitted Bid may be summarily rejected, where the following circumstances has occurred:

- a. The Bidder has failed to pay an amount owed to the County when due and owing;
- b. There is documented evidence of poor performance and/or non-performance;
- c. The Bidder has withdrawn its Bid on a previous Bid Solicitation after Bids have been opened by the County;
- d. The Bidder is in breach of the Procurement Policy;
- e. The Bidder or its personnel have demonstrated abusive behaviours or threatening conduct towards County employees, their agents or representatives;
- f. The Bidder has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations including but not limited to the Occupational Health and Safety Act, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Bidder for the health and safety of its workers, County employees or the general public;
- g. The Bidder is bankrupt or insolvent;
- h. The Bidder has made a false declarations(s);
- i. The Bidder has committed professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Bidder.

For the purposes of this section, Bidder shall be deemed to include any related entity and any partner, principal, director, or officer of such Bidder as well as any other legal entity with one or more of the same partner(s), principals(s), director(s) or officer(s).

**26. Reserved Rights of Haldimand County**

Haldimand County reserves the right in its sole discretion to:

- a. Cancel this Request at any time and/or reissue the Request in its original or amended form, without penalty or cost to the County. This Request should not be considered a commitment by the County to issue a purchase order or enter into any contract;
- b. At any time, ensure Bidders are Responsible Bidders and are able complete the scope of work outlined within this document. Bidders determined not to be a Responsible Bidder may not be considered for award;
- c. Consider information received in response to enquiries made to third parties apart from those disclosed in the Bids in relation to the reputation, reliability, experience and capabilities of the Bidder;
- d. Modify any and all requirements stated in the RFT at anytime prior to the possible awarding of a contract through the issuance of an Addendum;

- e. Seek clarification on any one or more Bid(s) without the obligation to seek clarification on all Bids;
- f. Accept a Bid other than the lowest Bid or reject the lowest Bid;
- g. Reject a Bidder who submits conditions, options, variation or contingent statements to the terms set out in the Agreement, either as part of its Bid or after receiving notice of selection;

Haldimand County shall not be responsible for any liabilities; costs; expenses; loss or damages incurred; sustained or suffered by any Bidder, prior to or subsequent to, or by reason of the acceptance, or non-acceptance, withdrawal by Haldimand County of this or any Bid; or by reason of any delay in the award of the Bid. All Bids become the property of the County and will not be returned.

### **27. Ability and Experience of Bidder**

The County reserves the right to reject the Bid of any Bidder who does not furnish satisfactory evidence of sufficient capital, or plant or experience to successfully execute and complete the work.

### **28. Award**

The County reserves the right to accept or reject any and all Bids. The County further reserves the right to award on a split-order basis, lump sum or individual-item basis, or such combination as shall best serve the interests of the County in the opinion of the user division, unless otherwise stated.

All awards in full or in part are conditional upon reference checks, budget approval and Council approval as required by the Procurement Policy 2013-02.

### **29. Negotiation**

The County may enter into negotiations with the preferred Bidder (bid with the lowest price) if the price bid is over the budgeted amount for the project. Should the County be unable to reach an agreement with the preferred Bidder, the County reserves the right to cancel the Bid opportunity, present a report to Council, initiate negotiations with the second preferred Bidder, cancel the Bid document and/or reissue in its original or revised format; or take such action that is deemed to be in the best interest of the County.

### **30. Indemnification**

Bidders will indemnify, defend and hold harmless the County, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by others arising out of, or attributable to anything and against all liability resulting from any and all operations and activities associated with responding to this Request.

**31. Debriefing**

Bidders may Request a debriefing after receipt of notification of the outcome of the procurement process. All Requests shall be made in writing to the RFT Contact and must be made within sixty (60) days of such notification. A debriefing at the Request of a Bidder shall only be conducted after Contract execution with the Successful Bidder.

**32. Pre-Award Bid Protest**

Bidders / Potential Bidders should seek a resolution to any pre-award dispute by communicating directly with the RFT Contact as soon as possible from the time the basis for the dispute became known. The RFT Contact may delay the outcome of the selection process, or any interim stage of the Bid process, pending the acknowledgment and resolution of any Bid protest.

**33. Post-Award Bid Protest**

A complainant must have requested and received a debriefing prior to initiating a formal protest. All protests must be received in writing by the Manager of Legal and Support Services no later than fifteen (15) days after the date of notification of the outcome of the selection process. Any protest not received within the fifteen (15) day period may not receive further consideration. Further instructions are located on the Haldimand County Website: [Haldimand County Purchasing Website](#).

**End of Part III: RFT Process Terms and Conditions**

To: The Corporation of Haldimand County

**1. Bidder Information**

Full Legal Name of Business:	
Any Other Relevant Name under which the Bidder Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
E-mail Address:	
Website Address (if any):	
Contact Person and Title:	
Contact Phone:	
Contact E-mail:	
HST Number (if applicable):	
WSIB Account Number:	
Addenda: The Bidder shall confirm that it has received all Mandatory Addenda by listing the Addendum number in the blank space provided.	Addenda ____ of ____ received

**2. General**

The Bidder hereby acknowledges and agrees:

I/We declare that this Bid is made without collusion, connection, knowledge, or comparison of figures or arrangement with any other company, firm or persons making a submission and is in all respects fair.

I/We have carefully examined the RFT Documents and have a clear and comprehensive knowledge of the required work. The Bidder represents and warrants its ability to perform the work in accordance with the requirements of the RFT Document for the cost submitted herein.

I/We further declare that all statements, schedules and other information provided in this submission are true, complete and accurate in all respects to the best of knowledge and belief of the Bidder.

I/We acknowledge and agree that any issued Addendum/Addenda form part of the Bid Document.

I/We have reviewed, understand and will meet all accessibility Acts and Regulations, as amended. If Requested, I/we are able to provide written proof of compliance with the Act, such as training, records, policies, etc.

I/We acknowledge as per the section titled *Litigation*, Bids from Bidders that are a party to litigation with the County may not be accepted. If a Bidder is a party to litigation, the Bidder shall complete the Corporate Disclosure Form, found on the [Haldimand County Purchasing Website](#) with its Bid submission. Failure to complete and submit this form may result in a disqualification.

I/We declare as per the section titled *Conflict of Interest*, I/We do not have a conflict of interest. If a Bidder has a conflict, it shall complete the Conflict of Interest Form, found on the [Haldimand County Purchasing Website](#) with its Bid submission. Failure to complete and submit this form may result in a disqualification.

I/We have carefully reviewed the County's Construction General Conditions and Purchase Order Terms and Conditions which can be viewed on the [Haldimand County Purchasing Website](#) and agree it forms part of the RFT Documents.

I/We agree if our Bid is accepted, to finalize, execute the Contract set out by Haldimand county in accordance with the terms of the RFT Document and to furnish all required documentation, as required by the RFT Document within ten (10) Calendar Days after notification of Award.

---

Signature of Authorized Representative

---

Name & Title of Authorized Representative

---

Date

**Appendix B – Schedule of Prices  
(Mandatory Form)**

The following Bid is offered in accordance with the terms, conditions outlined within this Request for Tender, which will be deemed part of the Contract should this Bid be accepted in part or in full:

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity (A)</b>	<b>Unit Price for Material (B)</b>	<b>Extended Price (A x B)</b>
1	Demolition	Lump Sum	1	\$	\$
2	Construction & Finishes	Lump Sum	1	\$	\$
3	Mechanical	Lump Sum	1	\$	\$
4	Electrical	Lump Sum	1	\$	\$
5	Contingency	Lump Sum	1	\$ 20,000	\$20,000
<b>Subtotal Price</b>					<b>\$</b>
<b>HST</b>					<b>\$</b>
<b>Total Tender Price (Cdn Funds, including HST)</b>					<b>\$</b>

Each Bidder is requested to provide references from its most recent clients who have obtained similar goods or services to those requested in this RFT:

1. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Number: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Date Work Undertaken: \_\_\_\_\_  
Completed within Budget: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Number: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Date Work Undertaken: \_\_\_\_\_  
Completed within Budget: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Number: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Date Work Undertaken: \_\_\_\_\_  
Completed within Budget: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_



**Appendix D – Agreement to Bond  
(Mandatory Form)**

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We, the undersigned, hereby agree to become bound as Surety for

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in a bond totalling One Hundred Percent (100%) of the total Contract Price, and a Labour and Material Payment Bond in the amount of Fifty Percent (50%) of the total Contract Price, conforming to the instruments of Contract attached hereto, for the full and due performance of the Works shown as described herein of this Request, as accepted by Haldimand County.

It is a condition of this Agreement that if this tender is accepted, application for a Performance Bond and Labour and Material Payment Bond must be completed with the undersigned within ten (10) days of acceptance of the Tender related thereto, otherwise this Agreement may be null and void.

---

Name of Bonding Company

---

Signature of Authorized Representative

---

Date

The forms in this section have been provided for completion and inclusion in the Bid Submission, as per this Request:

- a. List of Proposed Electrical Sub-Contractors
- b. List of Proposed Mechanical Sub-Contractors
- c. Bidders and Sub-Contractors Experience in Similar Work
- d. List of Bidders Senior Staff to be Employed on Contract

**Appendix E – Other Forms**  
**List of Proposed Electrical Sub-Contractors (Non-Mandatory Form)**

---

I/We propose to sublet the following portions of the Deliverables to the electrical sub-contractors as listed below, subject to the written approval of Haldimand County:

1. Sub-Contractor's Name and Address:

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Sub-Contractor's Representative:

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Type of work sublet:

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2. Sub-Contractor's Name and Address:

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Sub-contractor's Representative:

---

Type of work sublet:

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3. Sub-Contractor's Name and Address:

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Sub-Contractor's Representative:

---

Type of work sublet:

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**Appendix E – Other Forms**  
**List of Proposed Mechanical Sub-Contractors (Non-Mandatory Form)**

---

I/We propose to sublet the following portions of the Deliverables to the mechanical sub-contractors as listed below, subject to the written approval of Haldimand County:

1. Sub-Contractor's Name and Address:

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Sub-Contractor's Representative:

---

Type of work sublet:

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2. Sub-Contractor's Name and Address:

---

---

Sub-Contractor's Representative:

---

Type of work sublet:

---

3. Sub-Contractor's Name and Address:

---

---

Sub-Contractor's Representative:

---

Type of work sublet:

---

**Appendix E – Other Forms**  
**Bidders and Sub-Contractors Experience in Similar Work (Non-Mandatory Form)**

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1. For whom work performed: \_\_\_\_\_  
Year Completed: \_\_\_\_\_  
Value of work: \_\_\_\_\_  
Description of work: \_\_\_\_\_
  
2. For whom work performed: \_\_\_\_\_  
Year Completed: \_\_\_\_\_  
Value of work: \_\_\_\_\_  
Description of work: \_\_\_\_\_
  
3. For whom work performed: \_\_\_\_\_  
Year Completed: \_\_\_\_\_  
Value of work: \_\_\_\_\_  
Description of work: \_\_\_\_\_
  
4. For whom work performed: \_\_\_\_\_  
Year Completed: \_\_\_\_\_  
Value of work: \_\_\_\_\_  
Description of work: \_\_\_\_\_
  
5. For whom work performed: \_\_\_\_\_  
Year Completed: \_\_\_\_\_  
Value of work: \_\_\_\_\_  
Description of work: \_\_\_\_\_

**Appendix E – Other Forms**  
**List of Bidders Senior Staff to be Employed on Contract (Non-Mandatory Form)**

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1. Name: \_\_\_\_\_

Position: \_\_\_\_\_

Qualifications Experience: \_\_\_\_\_

2. Name: \_\_\_\_\_

Position: \_\_\_\_\_

Qualifications Experience: \_\_\_\_\_

3. Name: \_\_\_\_\_

Position: \_\_\_\_\_

Qualifications Experience: \_\_\_\_\_

4. Name: \_\_\_\_\_

Position: \_\_\_\_\_

Qualifications Experience: \_\_\_\_\_

5. Name: \_\_\_\_\_

Position: \_\_\_\_\_

Qualifications Experience: \_\_\_\_\_

6. Name: \_\_\_\_\_

Position: \_\_\_\_\_

Qualifications Experience: \_\_\_\_\_

The following is provided for the convenience of the Bidder to ensure that all mandatory and non-mandatory requirements as outlined in this Bid Request have been completed and included in the sealed Bid Submission envelope.

This check list is an aid for the Bidder only and does not supersede requirements as set out in the body of the Bid Request.

Bid Number: FCA-03-2020

Bid Name: Haldimand County Caledonia Centre Renovations

Submission Deadline: Tuesday, February 11, 2020 before 2:00:00 p.m. local time

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- Submitted in sealed submission envelope with Submission Label attached to the outside of the envelope
- All changes to figures or insertions on the Bid Submission forms are initialled
- Form of Offer completed and signed – Appendix A
- Receipt of all Addenda acknowledged in Form of Offer – Appendix A
- Schedule of Prices completed – Appendix B
- References – Appendix C
- Agreement to Bond – Appendix D
- List of Proposed Electrical Sub-Contractors – Appendix E
- List of Proposed Mechanical Sub-Contractors – Appendix E
- Bidders and Sub-Contractors Experience in Similar Work – Appendix E
- List of Bidders Senior Staff to be Employed on Contract – Appendix E

**Bids Submitted to:**  
**Manager, Legal and Support Services / Designate**  
**Haldimand County**  
**45 Munsee Street North**  
**P.O. Box 400**  
**Cayuga ON N0A 1E0**

**REQUEST FOR TENDER**

FCA-03-2020  
Haldimand County Caledonia Centre Renovations

**SUBMISSION DEADLINE:**  
Tuesday, February 11, 2020 before 2:00:00 p.m. local time

**Company:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_



## **Canadian Standard Construction Document**

The Canadian Standard Construction Document – CCDC-2 2008 for Stipulated Price Contract shall form part of this Request. The CCDC-2 2008 is not included in this Request package.

### **CCDC SP 1.0 Amendments to CCDC**

The Standard Construction Document CCDC-2 2008 for Stipulated Price Contract, English version, consisting of the Agreement Between Owner and Contractor, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 13 inclusive, governing same is hereby made part of these Contract Documents, with the following amendments, additions and modifications.

#### **CCDC SP 1.1 Agreement Between Owner and Contractor**

##### **CCDC SP 1.1.1 Contract Documents (Article A-3)**

Add the following in the list of Contract Documents in paragraph 3.1:

- a. RFT Document
- b. Special Provisions
- c. Performance Bond
- d. Labour and Material Payment Bond
- e. Current Workplace Safety & Insurance Board Clearance Certificate;
- f. Copies of the Contractor’s insurance policies
- g. Documentation setting out the Contractor’s in-house safety programs
- h. A copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under the Occupational Health and Safety Act

##### **CCDC SP 1.1.2 Payment (Article A-5)**

Delete paragraph 5.3.1 in its entirety and replace with the following new paragraph:

#### **CCDC SP 1.2 Definitions**

Add the following definition:

**“As-Built Drawings”** – means the Drawings and Specifications revised by the Contractor during the Work, showing any and all changes or variations to the Work from the requirements of the Drawings and Specifications.

#### **CCDC SP 1.3 Part 1 General Provisions**

##### **CCDC SP 1.3.1 Contract Documents (GC 1.1)**

Add new language to the end of paragraph of section 1.1.6:

- 1.1.6 The Specifications are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the Contract Documents will be construed to place responsibility on the Consultant to settle disputes among the Sub-Contractors and Suppliers or as between them and the Contractor with respect to such divisions.

Add new subparagraph in section 1.1.7:

- 1.1.7.5 noted materials and annotations shall take precedence over graphic indications.

**CCDC SP 1.4 Part 2 Administration of the Contract**

**CCDC SP 1.4.1 Defective Work (GC 2.4)**

Add new subparagraph:

- 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 Owner or the Consultant.

Add new subparagraph:

- 2.4.1.2 When applicable, the Contractor shall give priority to the correction of any defective work or deficiencies which the Owner determines adversely affect its day-to-day operations.

**CCDC SP 1.5 Part 3 Execution of the Work**

**CCDC SP 1.5.1 Control of the Work (GC 3.1)**

Add new paragraph:

- 3.1.3 Prior to commencing the Work, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for the proper completion 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 exact locations are not apparent in the Contract Documents, the Contractor shall immediately notify the Consultant in writing and obtain Supplemental Instructions from the Consultant before proceeding with any part of the affected work

**CCDC SP 1.5.2 Construction by Owner or Other Contractors (GC 3.2)**

Delete subparagraph 3.2.2.1 in its entirety.

Delete subparagraph 3.2.2.2 in its entirety.

Add new subparagraph:

3.2.3.4 Subject to General Condition 9.4 – Construction Safety, where paragraph 3.2.4 of General Condition 3.2 – Construction by Owner or Other Contractors applies, for the Owner’s own forces and for other contractors performing work identified in the Contract Documents, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the Place of the Work, including all of the responsibilities of the constructor as that term is defined in the Occupational Health and Safety Act.

**CCDC SP 1.5.3 Document Review (GC 3.4)**

Add new paragraph:

3.4.2 If, at any time, the Contractor finds errors, inconsistencies, or omissions in the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Contractor shall immediately notify the Consultant, and request a Supplemental Instruction, Change Order, or Change Directive, as the case may require. Neither the Owner nor the Consultant will be responsible for the consequences of any action of the Contractor based on oral instructions.

**CCDC SP 1.5.4 Construction Schedule (GC 3.5)**

Add new paragraph:

3.5.2 If the Contractor forms the opinion that the variation or slippage in the construction schedule reported cannot be recovered by the Contractor, it shall, in the same notice, indicate to the Consultant and the Owner if the Contractor intends to apply for an extension of Contract Time as provided in Part 6 of the General Conditions – Changes in the Work.

If, at any time, it should appear to the Owner or the Consultant that the actual progress of the Work is behind schedule or is likely to become behind schedule, or if the Contractor has given notice of such to the Owner or the Consultant, the Contractor shall take appropriate steps to cause the actual progress of the Work to conform to the schedule or minimize the resulting delay and shall produce and present to the Owner and the Consultant a recovery plan demonstrating how the Contractor will achieve the recovery of the schedule. If the Contractor intends to apply for a change in the Contract Price in relation to a schedule recovery plan,

then the Contractor shall proceed in accordance with General Condition 6.5 – Delays.

**CCDC SP 1.6      Part 5 Payment**

**CCDC SP 1.6.1      Financing Information Required (GC 5.1)**

Revise the heading “GC 5.1 Financing Information Required of the Owner” to “GC 5.1 Financing Information Required”.

Delete paragraph 5.1.1 in its entirety and replace with new paragraph:

5.1.1      The Owner and Contractor shall provide each other with timely Notice in Writing of any material change in their financial ability to fulfil their respective obligations under the Contract as per the Construction Act.

Delete paragraph 5.1.2 in its entirety.

**CCDC SP 1.6.2      Interim Information Report (GC 5.2)**

Revise the heading “GC 5.2 Applications for Progress Payment” to “GC 5.2 Interim Information Report”.

Delete paragraph 5.2.1 in its entirety and replace with section titled *Interim Information Report* found in the applicable Construction General Conditions.

Delete paragraph 5.2.2 in its entirety and replace with new paragraph:

5.2.2      After receipt by the Consultant of the interim information submitted by the Contractor in accordance with this section:

- .1      The Consultant will promptly inform the Owner of the date of receipt of the Contractor’s interim information submission;
- .2      The Consultant and Owner will review the interim information in a timely manner and will inform the Contractor of any amendments, errors or omissions.

Delete paragraph 5.2.3 – 5.2.7 in its entirety.

**CCDC SP 1.6.3      Progress Payment (GC 5.3)**

Delete paragraph 5.3.1 in its entirety and replace with:

5.3.1      The Contract shall refer to the section titled *Payment* under the applicable

Construction General Conditions.

Add new paragraph:

- 5.3.4 The Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement – Payment.

Add new paragraph:

- 5.3.5 Pursuant to the Construction Act, the Owner may retain from monies owing to the Contractor under this Contract an amount sufficient to cover any outstanding or disputed liabilities, including the cost to remedy deficiencies, the reduction in value of substandard portions of the Work, claims for damages by third parties that have not been determined in writing by the Contractor’s insurer, undetermined claims by the Owner, and any assessment due the Workplace Safety and Insurance Board.

Under these circumstances, the Owner will give the Contractor appropriate notice of such action.

**CCDC SP 1.6.4 Substantial Performance of the Work (GC 5.4)**

Delete paragraph 5.4.3 in its entirety and replace with:

- 5.4.3 Immediately prior to the issuance of the certificate of Substantial Performance of the Work, the Contractor, in consultation with the Consultant, shall establish reasonable dates for finishing the Work and correcting deficiencies.

Add new paragraph:

- 5.4.4 Prior to submitting its written application for Substantial Performance of the Work, the Contractor shall submit to the Consultant all:
- .1 guarantees;
  - .2 warranties;
  - .3 certificates;
  - .4 testing and balancing reports;
  - .5 distribution system diagrams;
  - .6 spare parts;
  - .7 maintenance manuals;
  - .8 samples;
  - .9 existing reports and correspondence from authorities having jurisdiction in the Place of the Work;

and other materials or documentation required to be submitted under the Contract, together with written proof acceptable to the Owner and the Consultant that the Work has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction in the Place of the Work.

Add new paragraph:

5.4.5 Where the Contractor is unable to deliver the documents and materials described in paragraph 5.4.4, then, provided that none of the missing documents and materials interferes with the use and occupancy of the Project in a material way deemed by the Owner, the failure to deliver shall not be grounds for the Consultant to refuse to certify Substantial Performance of the Work.

Add new paragraph:

5.4.6 Together with the submission of its written application for Substantial Performance of the Work, the Contractor shall submit to the Consultant and to the Owner a statutory declaration setting forth in reasonable detail any then outstanding and unresolved disputes or claims between the Contractor and any Sub-Contractor or Supplier, including any claims allegedly arising from delay, which are, directly or indirectly, related to any then outstanding or anticipated disputes or claims between the Contractor and the Owner, and this disclosure shall, at a minimum:

- .1 identify the parties involved;
- .2 identify the amount in dispute;
- .3 provide a brief statement summarizing the position of each party;
- .4 include copies of any correspondence or documents in support of either party's position;
- .5 include copies of any documents of any court or arbitration process related to the matter;
- .6 identify the dispute or claim between the Contractor and the Owner to which the matter relates; and
- .7 include a copy of any written agreement or a summary of any oral agreement between the parties related to resolution of the matter.

The disclosure requirements detailed herein are of a continuing nature and survive completion of the Work. Accordingly, the Contractor shall supplement the information provided with the original statutory declaration with additional materials pertaining to new or existing disputes or claims, as they become available. The Contractor shall not be entitled to recover from the Owner any amount pertaining to any claim or dispute referred to in this paragraph, if the provisions of this paragraph have not been fully complied with. For greater

certainty, the Contractor is not obliged to make the aforementioned disclosure with respect to any dispute or claim that is not related to or does not touch upon any then outstanding and unresolved dispute or claim between the Contractor and the Owner.

**CCDC SP 1.6.5      Payment of Holdback Upon Substantial Performance of the Work (GC 5.5)**

Add new subparagraph:

5.5.1.3      submit a statement that no written notices of lien have been received by it.

Delete from line 1 of paragraph 5.5.2, the language, “the statement” and replace with: “the documents”

Delete paragraph 5.5.3 in its entirety.

**CCDC SP 1.6.6      Final Payment (GC 5.7)**

Delete from the first line of the paragraph the language “Calendar Days” and replace with: “Working Days”

Delete from the second line of the paragraph the language “Calendar Days” and replace with: “Working Days”

Add new paragraph:

5.7.5      Prior to the release of the finishing holdback provided under the Construction Act, R.S.O. 1990, Chapter C. 30, the Contractor shall submit:

- .1 Contractor’s written request for release of the finishing holdback, including a statement that no written notices of lien have been received by it;
- .2 a Statutory Declaration CCDC 9A-2001 or form acceptable to the Owner;

**CCDC SP 1.7      Part 6 Changes in the Work**

**CCDC SP 1.7.1      Change Order (GC 6.2)**

Add new paragraph:

6.2.3      The Contractor shall ensure that the Contract Price submitted includes all necessary overhead and profit to complete all work including Contingency Allowance and Cash Allowance amounts. Any changes involving an increase in the Contract Price should the General Contingency or aggregate Cash Allowance

amount be exceeded in accordance with Part 6 Changes In The Work shall be calculated on the following basis:

- .1 Material cost will be the actual material cost. Labour rates will met the net hour rates, plus the current fair wage burden currently followed at the location of Work.
- .2 Contractors mark-up on General Contract work (completed by own forces) will be 10%.
- .3 Contractors mark-up on Sub-Contractor work will be 5%.
- .4 Sub-Contractor mark-up charged on their own work will be 10%
- .5 Sub-Contractor mark-up on minor sub-trades work will be 5%.
- .6 General Contractor and Sub-Contractors will not be entitled to charge a fee or charge for overhead and profit on credits to the Contract.

**CCDC SP 1.7.2 Delays (GC 6.5)**

Add new paragraph:

- 6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone directly or indirectly employed or engaged by the Contractor, 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, but not limited to, the cost of all additional services required by the Owner from the Consultant or any sub-consultants, project managers, or others employed or engaged by the Owner.

**CCDC SP 1.8 Part 8 Dispute Resolution**

**CCDC SP 1.8.1 Dispute Resolution Process (GC 8.1)**

Revise the heading “GC 8.1 Authority of the Consultant” to “GC 8.1 Dispute Resolution Process”

Delete paragraph 8.1.1 in its entirety and replace with:

- 8.1.1 The Parties shall adhere to the dispute resolution process outlined in the County’s Construction General Conditions.

Delete paragraph 8.1.2 – 8.1.3 in its entirety.

**CCDC SP 1.8.2 Adjudication (GC 8.2)**

Revise the heading “GC 8.2 Negotiation, Mediation and Arbitration” to “GC 8.2



Adjudication”.

Delete paragraph 8.2.1 – 8.2.8 in its entirety and replace with the section titled *Adjudication* found in the applicable Construction General Conditions.

**CCDC SP 1.9          Part 9 Protection of Persons and Property**

**CCDC SP 1.9.1          Protection of Work and Property (GC 9.1)**

Delete paragraph 9.1.2 in its entirety and replace with:

9.1.2                  Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in or inferable from the Contract Documents, or that are inferable from an inspection of the Place of the Work exercising the degree of care and skill to avoid damage or disruption of services.

**CCDC SP 1.9.2          Construction Safety (GC 9.4)**

Add new paragraph:

9.4.4                  The Owner undertakes to include in its contracts with other contractors and in its instructions to its own forces the requirement that the other contractor or its own forces, as the case may be, comply with the policies and procedures of and the directions and instructions from the Contractor with respect to occupational health and safety and related matters. Prior to admission to the Place of the Work, the Contractor may, as a condition of admission, require any other contractor or the Owner’s own forces to sign a written acknowledgement.

**CCDC SP 1.10          Part 10 Governing Regulations**

**CCDC SP 1.10.1          Laws, Notices, Permits, and Fee (GC 10.2)**

Add to the end of paragraph the following language to 10.2.4:

“The Contractor shall notify the Chief Building Official or the registered code agency, where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The Contractor shall be present at each site inspection by an inspector or registered code agency. If any laws, ordinances, rules, regulations, or codes conflict, the more stringent shall govern.”

**CCDC SP 1.10.2          Workers’ Compensation (GC 10.4)**

Add to subparagraph 10.4.1 immediately after the first comma, the following language:

“again with each application for progress payment, and”

Add to the beginning of subparagraph 10.4.2 the following language:

"The Contractor shall ensure that each Sub-Contractor complies with the workers' compensation legislation at the Place of the Work."

**CCDC SP 1.11      Part 11 Insurance and Contract Security**

**CCDC SP 1.11.1      Insurance (GC 11.1)**

Add to the end of subparagraph 11.1.1.1 the following language:

“In addition, the General Liability Insurance, shall not be limited to bodily and personal injury liability, extended bodily injury, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, and contingent employer’s liability coverage, having an inclusive limit of not less than \$5,000,000 per occurrence. The Certificate will contain a Cross Liability and Severability of Interest clause naming the Owner and the Consultant as an additional insured and that the policy or policies will not be altered cancelled or allowed to lapse without thirty (30) days prior written notice to the Corporation.”

Add to the end of subparagraph 11.1.1.2 the following paragraphs:

“Automobile Liability Insurance must comply with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor for the provision of services.”

“Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence in respect of vehicles not owned by the Contractor that are used or operated on its behalf for the provision of services under the Contract.”

Delete subparagraph 11.1.1.3 and replace with the following paragraphs:

“Builders Risk to the basic coverage for the new facilities for the duration of the Contract and be maintained for a period of ten (10) days from the date of Substantial Performance of the Work. The basic coverage must be valued at 1.1 x the value of the work.”

**CCDC SP 1.12      Part 12 Indemnification, Waiver of Claims and Warranty**

**CCDC SP 1.12.1      Indemnification (GC 12.1)**

Delete section 12.1 in its entirety and refer to applicable Construction General Conditions.

**CCDC SP 1.12.2 Waiver of Claims (GC 12.2)**

Delete the last sentence of subparagraph 12.2.3.4 and replace with:

12.2.3.4 Substantial defects or deficiencies” mean those defects or deficiencies in the Work where the reasonable cost of repair of such defects or deficiencies exceeds \$1,900 of the Construction Budget before HST as the Contract Price exceeds \$190,000.

In any event, a defect or deficiency in the Work which affects the Work to such an extent or in such a manner that a significant part or the whole of the Work is unfit for the purpose intended by the Contract Documents shall be deemed to be a “substantial defects or deficiencies” regardless of the cost of repair.

**CCDC SP 1.12.3 Warranty (GC 12.3)**

Change all reference of “one year” to “two years” within section 12.3.1, 12.3.4 and 12.3.6.

**CCDC SP 1.13 Part 13 Other Provisions**

Add new Part 13 as follows:

**Construction Liens (GC 13.1)**

13.1.1 In the event that a claim for lien is registered against the Project by a Sub-Contractor or Supplier, and provided the Owner has paid all amounts properly owing under the Contract, then the Contractor shall, at its own expense:

- .1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and
- .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.

13.1.2 In the event that the Contractor fails to conform with the requirements of paragraph 13.1.1, the Owner may fulfil those requirements without Notice in Writing to the Contractor and set off and deduct from any amount owing to the Contractor, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the Owner to the Contractor, then the Contractor shall reimburse the Owner for all of the said costs and associated expenses.

**Contractor Discharge of Liabilities (GC 13.2)**

- 13.2.1 In addition to the obligations assumed by the Contractor pursuant to General Provisions 3.7 – Sub-Contractors And Suppliers, the Contractor agrees to discharge all liabilities incurred by it for labour, materials, services, Sub-Contractors and Products, used or reasonably required for use in the performance of the *Work*, except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

**Records / Daily Reports / Daily Logs (GC 13.3)**

- 13.3.1 The Contractor shall maintain and keep accurate Project records (which means all tangible records, documents, computer printouts, electronic information, books, plans, Drawings, Specifications, accounts or other information relating to the Work) in its office in Ontario in accordance with requirements of law, but in any event for not less than 6 years from Substantial Performance of the Work or until all claims have been settled. During this time, the Contractor shall allow the Owner access to the Project records during normal business hours upon the giving of reasonable notice. The Contractor shall ensure that equivalent provisions to those provided herein are made in each sub-contract and shall require the Sub-Contractors and Suppliers to incorporate them into every level of contract thereunder for any part of the Work.

## **Construction General and Purchase Order Conditions**

Bidders shall promptly review the Construction General Conditions (Version 3) and Purchase Order Terms and Conditions (Version 1), located on the [Haldimand County Purchasing Website](#).

The Construction General Conditions and Purchase Order Terms and Conditions form part of this Request and the Bidder is responsible for reporting any errors, omissions or ambiguities. Bidders may direct questions or seek additional information to the RFQ Contact, as outlined in the section titled *Addendum / Addenda*.

### **GC SP 1.0 Amendments to Construction General Conditions (Version 3)**

#### **GC SP 1.1 Bonding**

Add the following clause to Construction General Conditions:

The Contractor must provide an original Performance Bond for 100 % and a Labour and Materials Payment Bond for 50% of the contract price, issued and executed by the Contractor's bonding company, which must be duly signed and sealed from a bonding agency licensed to operate in the Province of Ontario.

It is noted that the financial guarantee provided is a guarantee that the Contractor will execute the scope of work as outlined in the Bid Request and related documents including specifications.

In the event that the Contractor fails to execute the Contract or supply the requested documentation to the County when requested to do so, the Bidder shall be deemed to be in default and the County will have full unencumbered right to obtain any monies associated with the financial guarantee in its possession relating to the specific bid for default of the Contractor, and the County has full unfettered rights to use the funds in its sole discretion and any Contractor who has defaulted as herein shall have no claim whatsoever against the County for such action taken by the County.

The Performance Bond provided by the Contractor shall state on the face of the document that the work is guaranteed for a period of two years following substantial completion.

#### **GC SP 1.2 Requirements at the Time of Execution (Section 2.0)**

Add the following clause Subsection 2.1 of the Construction General Conditions:

- e. Executed Bonds in the amount of 100% Performance Bond and 50% Labour and Materials Bond
- f. Copy of the Contractor's Health and Safety Policy
- g. Final list of Proposed Sub-Contractors

- h. Copy of Notification of Contract as transmitted to Ministry of Labour
- i. Construction Schedule
- j. Listing of All Proposed Suppliers

**GC SP 1.3 Interim Information Report (9.0)**

Add the following clause to section 9.0 of the Construction General Conditions:

- h. the Contractor shall prepare current As-Built Drawings during the course of the Work, which current As-Built Drawings shall be maintained by the Contractor and made available to the Consultant for review with each interim information report submission. The Consultant shall retain a reasonable amount from any progress payment for the value of the As-Built Drawings not presented for review.

**GC SP 1.4 Payment (GC 10.0)**

Add the following clause to Subsection 10.2 of the Construction General Conditions:

The following item(s) shall be added to the Proper Invoice Checklist:

- Statutory Declaration of Progress Payment Distribution by Contractor - CCDC 9A-2001 Form (not required with 1<sup>st</sup> proper invoice)

**GC SP 1.5 Power Shutdown**

Power shutdowns must be coordinated with the County to reduce negative impacts (i.e. ice surface; user access, etc.)

**GC SP 1.6 Site Access**

Contractor to maintain access at all times for site entrance/exits; fire route