

**1. PROJECT LOCATION AND DESCRIPTION**

The project is located at 567 Monaghan Road in Peterborough Ontario.

The project consists of small addition and interior renovations, including: new foundations, new exterior walls/roofs, new interior partition walls, ceilings, new doors and hardware, floor finishes, painting, electrical, plumbing, new HVAC and modifications, BF platform lift, etc.

**2. OWNER**

Whenever the word "Owner" is used, it shall refer to the Nursery Two Childcare, 746 Park St. S. Peterborough K9J 3T4.

**3. CONSULTANT**

Whenever the word "Consultant" is used, it shall refer to Christopher Z. Tworkowski Architect, 34 Bridge Street, PO Box 541, Lakefield ON K0L 2H0, Telephone 1-705-749-7363 or 1-705-868-2223 (cell).

**4. EXAMINATION OF DOCUMENTS AND SITE**

- .1 The submission of a bid shall indicate that, the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings and specifications. The bidder agrees and warrants that the bid submitted covers the cost of all the items required in the contract.
- .2 **A mandatory visit for contractors will be held on Monday January 20, 2025 at 1:30 pm at the project site.**
- .3 Submission of Bids shall constitute proof of a Bidder's inclusion in its proposal of provisions for all conditions and limitations, particularly as regards working and storage space and access facilities, laws, ordinances and regulations, whether mentioned in the Bid Documents or not, and as required to complete the Contract in every respect.
- .4 The submitting of Bids by a Bidder will be construed as an acceptance by the Bidders of all existing conditions, the requirements of the Bid Documents, and as a waiver of all claims for extra compensation on account of additional work caused by existing conditions that are readily apparent from a careful review of existing conditions in accordance with Supplementary Conditions, article 6.4.5.

## 5. **RECEIVING BIDS**

Bid will be received via email at the following addresses:

[tworkowski@nexicom.net](mailto:tworkowski@nexicom.net) (Consultant)

[sandfordsmith@nexicom.net](mailto:sandfordsmith@nexicom.net)

[nurserytwochildcare@gmail.com](mailto:nurserytwochildcare@gmail.com) (Owner)

**The deadline for the submission of bids is January 30, 2025 at 4:00 pm.**

## 6. **BID DOCUMENTS**

The Bid Documents consist of the Bid Form, Instructions to Bidders, the General Conditions of CCDC 2-2020, the Supplementary Conditions, the Specifications, the Drawings and all Addenda issued prior to the execution of the Contract. All are complementary and shall be read together.

Bidders shall submit the following items:

1. Completed Bid Form. Ensure that all spaces are filled in. **Sign your bid form in the spaces provided and affix corporate seal to your Bid Form.**
2. Bid Bond and
3. An Agreement to Bond form as specified under bonding requirements.

## 7. **MODIFYING BIDS**

Bidders can make changes to their bid documents, or withdraw their bids, at any time prior to the time set for the closing of the bid.

### **BIDS ARE IRREVOCABLE**

Bids are irrevocable and open to acceptance for thirty (30) days from the advertised receiving date.

## 8. **INQUIRIES AND ADDENDA**

**The deadline for questions is 4:30 pm on January 24, 2025.**

**All inquiries during the bidding period shall be directed by e-mail only to the Consultant (tworkowski@nexicom.net and sandfordsmith@nexicom.net). No other Owner representative is to be contacted regarding this Request for Tender. The Owner accepts no responsibility for, and the proponent agrees not to rely upon, any verbal or written statements or representations from any other person.**

**If deemed necessary, addenda will be issued to all bidders.**

**Please acknowledge the receipt of all issued addenda by return e-mail, as well as indicating in the appropriate location on the Bid Form.**

**9. NON-COMPLIANT BIDS**

All informal bids (as defined in the Statement of Policy of the Ontario General Contractors Association (O.G.C.A.)), bids that are incomplete, conditional, illegible, or obscure, that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, or are improperly signed, may be rejected.

**10. ACCEPTANCE OF BID**

The lowest bid will not necessarily be accepted. The Owner reserves the right to reject any or all bids received and to waive any irregularity therein. The Owner further reserves the right to waive formalities at its discretion. The Owner reserves the right in its sole discretion to request clarification and / or further information from one or more proponents after closing without becoming obligated to offer the same opportunity to all proponents. Any waiver, clarification will not be considered as an opportunity for proponents to correct errors in their bids.

The Owner shall not be responsible for any expenses or charges incurred by a proponent in preparing or submitting a Quotation nor in providing any additional information considered necessary by the Owner for evaluation of Quotations.

All documents, including Responses, submitted to the Owner become the property of the Owner.

The Owner reserves the right in its sole discretion to amend this Request for Tender at any time prior to close of bidding and proponents are cautioned to ensure they have received all addenda (if any) prior to submitting a bid. Should

the Owner issue any changes to this Request for Tenders; the Owner will endeavor to notify all proponents to whom the Request for Tenders has been issued.

The Owner reserves the right to perform a credit reference check prior to awarding a contract for the Work. An unsatisfactory credit rating will be cause for awarding the contract to an alternate compliant Bidder. The use of non-reputable sub-trades will be subject to review and possible exclusion.

Any award made by the Owner shall be made in writing and shall be subject to the availability of funding at the time of award (if any).

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices and words shall govern over numbers.

## 11. **SUBSTITUTIONS**

1. Base Bid products, materials, equipment and work called for in specifications or on the drawings are to be estimated by the Bidder. The Base Bid Stipulated Sum price shall include only products named in the specifications.
2. Alternative Prices for Alternative Work include all products, materials, equipment and work not designated as "Base Bid" products in the tender documents. If the Bidder intends to substitute "equal" products for Base Bid products, materials, equipment or work specified or indicated, the bidder shall carry the Alternative Price(s) as a credit or an extra to the "Base Bid" product on "Appendix B to Bid, Alternative Prices". After tender closing, the Consultant will evaluate Alternative Work proposals and make recommendations to the Owner who shall have the final decision of accepting the substitute Alternative Work.
3. Requests for the substitution of alternative products made after the award of the general contract will be subject to Consultant review fees at the rate of \$180.00 per hour, unless it can be shown that the specified product is not available.
4. Should the Consultant accept a proposed alternative price, the Contractor shall accept full responsibility that the proposed alternative will not exceed dimensional requirements as indicated on the drawings; that the alternative is compatible in all ways with other specified work and conditions of the contract; that all coordination and the cost of installation

is included in his price for the proposed alternative and that the Contractor will be responsible for additional engineering/design requirements.

## **12. RIGHT TO NEGOTIATE**

Bid submissions will be evaluated in accordance with CCDC 23 - A Guide to Calling Bids and Awarding Construction Contracts - 2018.

In the event that the lowest compliant bid exceeds the Owner's budget, the Owner retains the right to negotiate a reduced bid price with the lowest compliant bidder.

In the event that the lowest compliant bid exceeds the Owner's budget by more than 15%, the Owner retains the right to negotiate a reduced bid price with the lowest compliant bidder or reject all bids and immediately re-bid the project based on modified bid documents, without any attempt to negotiate.

## **13. BONDING REQUIREMENTS**

At the time of tender closing, bidders shall submit the following:

1. A Bid Bond in the amount of 10% of the Bidder's Stipulated Price, payable to the Owner, and issued by an insurer licensed under the Insurance Act to write surety and/or fidelity insurance in Ontario. This amount shall be forfeited to the Owner if the Bidder fails to execute and deliver the Contract Documents in accordance with the Bid, within 10 days of written notification of the award of the Contract to the said Bidder.
2. Agreement to Bond letter from an acceptable Canadian Surety company for:
  1. Performance Bond: 50% of tender amount
  2. Labour and Material Payment Bond: 50% of tender amount
3. The cost of the Bonds shall be included in the Bid price.
4. Failure to submit the required documents with the Bid will be reason for disqualification of the Bid.

#### 14. **FORM OF CONTRACT**

The form of contract will be CCDC 2 – 2020. The award of a contract to the successful proponent shall include the terms of this Request for Tender and the terms of the CCDC contract together with those terms of the Proponent's bid which are not inconsistent with the Owner's documents, and which have been specifically accepted by the Owner.

#### 15. **ALTERNATIVE PRICES OR UNIT PRICES**

Unless Alternative Prices are specifically requested and described on the Bid Form, the submission of (unsolicited) Alternative Prices is optional. If the Owner intends to proceed with any other optional unsolicited Alternative Prices proposed by the Bidder, such Alternative Prices **will not be considered** in determining the lowest acceptable Bid.

#### 16. **FREEDOM OF INFORMATION ACT**

- .1 Bidders acknowledge that the Owner is subject to the Ontario Freedom of Information and Privacy Protection Act (FIPPA). FIPPA legislation provides the right of access to records held by public bodies. In general terms, responses will be received and held in confidence by the Owner, subject to the provisions of the Act and this tender.
- .2 Bidders are advised to review Section 17 of the Act and determine the information that is exempted under the Act.
- .3 At the relevant page, the Bidder shall clearly mark "Confidential" all information regarding the trade secrets, commercial, financial, labour relations, scientific and/or technical aspects of the bidder's proposal which, in the Bidder's opinion are of a proprietary or confidential nature.
- .4 If the Owner receives a request for information under the Act that includes information marked "Confidential" by the Bidder, which the Owner might disclose, the Owner will give the Bidder notice of such request and the Bidder will respond to such notice within 20 days or less. If the Bidder does not respond to the notice from the Owner, the Owner shall proceed to process the request for information pursuant to its interpretation of how the Act's provisions apply to information marked "Confidential" and supplied by the Bidder. The Owner shall use all reasonable efforts to hold

all information marked "Confidential" by the Bidder in strict confidence where required or permitted by law but shall not be liable for any action contemplated by Section 62(2) of the Act.

- .5 If the Owner's response to a request under the Act is appealed to the Information and Privacy Commissioner for Ontario, the Proponent shall have the burden of proof under Section 53 of the Act. The Proponent shall be responsible for all costs related to its confidentiality requirements.

## 17. **CONFIDENTIALITY OF INFORMATION**

- .1 Information pertaining to the Owner obtained by the Bidder as a result of participation in this Tender is confidential and must not be disclosed without written authorization from the Owner.
- .2 The Owner shall declare and make certain information about the Owner to be received by the Bidders as "Confidential". The Bidder must not disclose such information to any third parties unless authorized to do so in writing by the Owner.
- .3 The Bidder and the Owner agree that the reciprocal obligations of confidentiality will survive the termination of any Contract that might arise between the parties.

## 18. **THE HARMONIZED SALES TAX**

- .1 The Bid price shall be submitted exclusive of the HST. The HST will be added to all Certificates for Payment.

## 19. **PROJECT SCHEDULE**

The following schedule is anticipated:

Tender Issued	January 13, 2025
Mandatory Bidders Meeting	January 20, 2025 at 1:30
Last date for questions	January 28, 2025 (by 4:30 pm)
Tender Closes	February 4, 2025 @ 4:00 pm
Anticipated Contract award	February 7, 2025
Substantial Performance	September 10, 2025
Total Performance	September 30, 2025

**Time is of the essence in the completion of this contract. The facility will be available for work on the day noted above. The Contractor shall achieve**

**Total Performance of the work as defined in the Construction Lien Act by the date noted above.**

**Week-end, evening and overtime hours are expected to be required in order to meet the completion deadline. The Contractor will have access to the construction areas 24 hours a day, 7 days a week.**

**Upon award of the contract, and before start of construction, the successful bidder shall provide to the Consultant and Owner a schedule showing how the completion date will be met. It shall show dates for all phases of the work and include ordering and delivery dates for all materials and equipment.**

**20. BUILDING PERMIT**

A building permit application has been submitted for this project.

END OF INSTRUCTIONS TO BIDDERS