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1. INTRODUCTION / GENERAL

The Corporation of the City of Vaughan is soliciting bids from qualified bidders to undertake all work associated with the Refrigeration Upgrades at Garnet C.C. 501 Clarke Avenue, Thornhill, ON L4J 4E5

2. SCOPE OF WORK

Bidders shall refer to following attachments:

- Appendix A – Terms of Reference
- Appendix B -- Specifications
- Appendix C – Drawings
- Appendix D – Health and Safety
- Appendix E – Video

3. SUPPLEMENTAL CONDITIONS TO DOCUMENT**LIQUIDATED DAMAGES**

The successful bidder will be responsible for the cost of \$500.00 dollar each day after August 10, 2023 if the project is delayed.

4. DATE OF COMPLETION

- i. Work described under this Contract is to start March 2023 expected to be fully completed by August 10, 2023, at the latest.
- ii. The term of the contract will be from date of contract execution and will end on project completion.

5. WORKING HOURS / SCHEDULE

- i. The proposed construction schedule shall be coordinated and approved by the City staff.
- ii. The hours of work shall be adhered to by the Contractor and shall be 0700 hours (7:00 a.m. LOCAL TIME) to 1900 hours (7:00 p.m. LOCAL TIME)., excluding Sundays and Statutory Holidays, as observed by the City of Vaughan Noise By-Law #121-2021 as amended.
- iii. The Contractor shall not carry on its Work under the Contract on a day other than a Working Day, without permission in writing from the Owner, except in case of emergency whereby retrospective approval is required. The Contractor acknowledges that its Bid has been based on this normal working day and hour's requirements.
- iv. Should the Contractor wish to carry on its operations on a day other than a Working Day, that is a holiday or outside the regular hours of work, on which the Owner's employees are not required to work, written application for approval shall be made at least forty-eight hours (48 hours) in advance of such event. Such permission may or may not be granted at the discretion of the Owner and no claim for extension of time may be made should permission not be granted. If the Contractor is granted permission by the Owner under this section to perform Work during a day other than a normal working day or outside the regular hours of work, the Owner may recover

from the Contractor, all cost incurred with the granting of the request, including but not limited to the overtime payment of Owner's inspection staff.

6. INVOICING, PRICING & PAYMENT

- i. Prices submitted shall include all costs that will be incurred by the Contractor to execute the work as described throughout this bid document; this includes but is not limited to labour, materials, equipment, administration, loading/ unloading, transportation/ shipping expenses, and all other associated costs to complete the entire work.
- ii. All work will be inspected and will only be authorized for payment upon satisfactory completion.
- iii. No alterations, additions or deletions from the accepted quotation price will be permitted without the prior written approval of the City Staff.

Invoices will be required to contain the following minimum information:

- i. Bid number/Purchase Order number/Work Order number and City contact for this order.
- ii. All invoices must clearly show HST as a separate value and HST "registrant" number.
- iii. Submit invoices to: City of Vaughan, Accounts Payable, 2141 Major Mackenzie Drive, Vaughan, Ontario, L6A 1T1.
- iv. Invoices shall be set up to reflect the agreed upon unit pricing as stipulated in the Bid Document for the work performed.
- v. Payment Term is net 28 upon receipt of an invoice contingent on contract requirements being completed and work being deemed satisfactory.
- vi. If an invoice is submitted in an improper format and/or calculated incorrectly, the invoice shall be returned to the Contractor(s) without payment. The City shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

7. PROVISIONAL PRICING

- i. The vendor shall provide pricing in provisional pricing schedule. This rate will be considered as provisional pricing and will not be evaluated.
- ii. Items listed in the Bid Form as Provisional Items may or may not be required for completion of the work called for under this Bid. The necessary and/or actual services of these item(s) will be determined by the Owner as the work progresses.
- iii. In the event that any or all of these items are found not to be required the Contractor may not claim extra payment for loss of anticipated profits.

8. CODES AND STANDARDS

All work shall conform to the following Codes and Standards, as applicable:

- ✓ Canadian Electric Code (C.E.C) and applicable local Electric Code.
 - ✓ CSA B52 (Mechanical Refrigeration Code)
 - ✓ CSA B51 (Boiler, Pressure Vessel, and Pressure Piping Code)
 - ✓ Underwriters Laboratories (U.L.C) listing and labels.
 - ✓ American National Standards Institute (A.N.S.I).
 - ✓ Occupational Safety and Health Administration (O.S.H.A).
 - ✓ American Society for Testing and Materials (A.S.T.M).
 - ✓ Ontario Building Code (O.B.C) - Latest Edition
 - ✓ Ontario Fire Code (O.F.C) - Latest Edition
 - ✓ Ontario Gas Code (O.G.C) - Latest Edition
 - ✓ E.S.A and T.S.S.A - current Regulations
 - ✓ "Applicable Laws" (Division A, Article 1.4.1.3. Definition of "Applicable Law" in the Code)
 - ✓ City and Zoning By-Laws
- In the case of conflicts or discrepancies, the more stringent regulation shall apply.
 - All work shall meet the approval of the authorities having jurisdiction at the project site.

9. WORKMANSHIP

The Contractor shall provide all services in a professional manner that meets or exceeds the higher of code compliance or industry standards as applicable. The Services shall enable the equipment/products to perform in all material respects in accordance with the manufacturer's documentation and specifications and shall correct any defects in performance or materials within the time provided in this Contract.

Any goods, materials or parts which are supplied under the Contract and also those which are not specifically designated or are found to be necessary for the fulfilment of the Contract, shall be of high commercial quality and produced in accordance with in good standards of manufacturing practices.

Where a proprietary product or system has been specified, the Contractor shall use the material specified unless approval in writing has been obtained from the Owner to use another material.

10. CONTRACTOR PERSONNEL

- i. Only Contractor Personnel are allowed on the job premises.
- ii. Contractor Personnel may be subject to security screening by the City as the City may determine in its sole discretion. No persons will be allowed to perform any Services on behalf of the Contractor at the City premises if the City, in its sole discretion, deems such persons not to have passed such security screening.

- iii. The Contractor shall ensure that all Contractor Personnel are dressed in an appropriate and presentable manner on or around City premises and have a badge or logo that clearly identifies the company and the person.
- iv. Upon the City's request, the Contractor shall provide the City with an up-to-date register of all its Contractor Personnel. The register shall contain the names, phone numbers, and addresses of all Contracted personnel, along with the trade certifications of each Contractor Personnel.
- v. All Service shall be performed by qualified or certified licensed trades, in good standing, who are fully trained in the operation and function of equipment and the execution of the Services.

11. CONTRACTORS USE OF SITE(S)

- i. The Contractor shall remove and dispose of all surplus and/or waste materials, with the exception of those materials that are specifically identified as City property. The Contractor shall dispose of all surplus and/or waste materials in accordance with the Ministry of Energy and Environmental Standards and Regulations, as well as in accordance with all Applicable Laws.
- ii. The Contractor shall not unreasonably encumber any Services site with material & equipment, and shall remove any materials and equipment from the Services site immediately after the Services are done.
- iii. The Contractor shall be responsible for the provision of storage and security of the Contractor's equipment and material. The City shall not be responsible for any damages or loss of the Contractor's materials and/ or equipment.
- iv. The Contractor shall take all necessary precautions in protecting the City's property from damage.

12. PROTECTION OF ADJACENT STRUCTURES OR PROPERTIES

The Contractor shall be responsible for any damage to other work, any materials become damaged and cannot be restored to original condition shall be replaced at the contractor's expense.

The Contractor shall be responsible for providing such material and taking such action to prevent damage to surrounding structure, equipment or properties. The Contractor shall be liable for the cost of any damage to surrounding structure, equipment and/ or properties arising as a result of the Contractor's presence or performance of the Contract.

13. RESTORATION

The successful Contractor shall restore all features, damaged or destroyed during the construction of the services under this contract to the satisfaction of the Owner and at no cost to the Owner.

14. WARRANTY

- i. Prior to final payment, the Contractor will submit substantial completion certificate to the Owner's Representative:
- ii. Successful Contractor will correct, at Contractor's expense, any defects in the Work due to workmanship occurring within a period of two (2) years from the date of completion of the Total Work.

15. SANITARY FACILITIES

Sanitary facilities will be available at the job site.

16. SAFETY EQUIPMENT

All crew members and related personnel are required to wear CSA approved safety boots, safety glasses, hard hats, full length pants and long sleeve shirts and work gloves during the performance of their duties.

Sub-Contractors are required to do the same as it relates to the safety boots, safety glasses and hard hats.

17. SET-UP SAFETY

- i. A first aid kit and fully charged fire extinguisher should be on site and location known to all employees.
- ii. Location and phone numbers of hospital or ambulance service is to be kept on hand and be easy and quick to access.

18. QUALITY ASSURANCE

The Contractor and/or The Sub-Contractor Undertaking any part of the work shall be experienced in carrying out the specific type of work and the personnel performing the work shall have valid License(s) required to perform the work of the specific trade.

19. CONDUCT OF OPERATIONS

The Contractor shall conduct the operation of this contract in a cooperative manner with the City of Vaughan and shall interfere as little as possible with the normal operation and function of the facility and programs.

The area of work may be occupied at the time the work is being completed. Whether these areas are occupied or not, the work of the Contractor is to be pursued diligently to the end and each area is to be finished at the earliest possible moment after starting. Work shall be done in areas as directed by the City of Vaughan so that inconvenience to the staff and patrons of the building will be kept to a minimum.

20. PRE-CONSTRUCTION DEFICIENCIES

Prior to construction, provide digital photos documenting the state of existing site elements. If pre-existing damage is not documented, the Contractor will be responsible for addressing the deficiency upon project close out

21. CASH ALLOWANCE

For Cash allowance details refer to specifications

22. CONSTRUCTION WORK DURING COVID-19

The following measures shall be adhered to:

- i. Contractor shall implement a screening and sign-in procedure for all workers and visitors to the Place of the Work. This shall be maintained by the Contractor and be readily available for Owner review. For emergency and COVID-19 reasons, it is important to know which contractors and visitors were in the facility, where in the facility and at what time they were in the facility.
- ii. Prior to any entry into the Bathurst Clark Resource Library, contractors shall complete the Owner's Pre-screen requirements ([COVID-19 Screening Form \[External\] \(office.com\)](#) to determine if they are required to self-isolate as per COVID-19.
- iii. If a contractor has been advised to self-isolate as per the provincial self-assessment, they shall not enter the City facility and notify their employer of this restriction. This shall be conducted on a daily basis.
- iv. Contractors performing work shall adhere to physical distancing practices (e.g., 2 Meters / 6 feet. distance rule from other persons). If this cannot be achieved, alternative measures need to be considered (e.g. re-planning of work, implementation of PPE requirements, etc.)
- v. Contractor shall implement the provincial COVID-19 controls at the Place of the Work: <https://www.ontario.ca/page/construction-site-health-and-safety-during-covid-19>

END OF APPENDIX A