



THE TOWN OF ERIN

REQUEST FOR TENDER

FOR

ERIN COMMUNITY CENTER & ARENA RENOVATIONS

RFT 2024-01PR

ISSUE DATE: APRIL 05, 2024

ELECTRONIC SUBMISSION

CLOSING DATE AND TIME:

April 30, 2024 AT 2:00 PM EDT

INFORMATION TO BIDDERS
ERIN COMMUNITY CENTRE RENOVATION
TOWN OF ERIN
RFT 2024-01PR
BIDDING PARTICULARS AND SUMMARY

Owners Name and Address	The Town of Erin 5684 Trafalgar Road Hillsburgh, ON N0B 1Z0 Attention: Purchasing Division Email address: procurement@erin.ca
Description and Location of Work	The work ("Work") is the renovation of Erin Community Centre at 14 Boland Dr., Erin ON N0B 1T0
Request for Tender Number	RFT 2024-01PR
Engineer / Contact	Tacoma Engineers Contact: Aaron Maksym Aaronm@tacomaengineers.com
Issue of RFT	Friday, April 5th, 2024
Tender Questions Deadline	Wednesday, April 17, 2024, at 4:00 p.m.
Date Posting Answers	Tuesday, April 23, 2024
Tender Closing Date	Tuesday, April 30, 2024, at 2:00 p.m.
Tender Submission Type / Location	Town of Erin Online Bidding System https://erin.bidsandtenders.ca/Module/Tenders/en <i>All bids must be submitted thru 'Bids&Tenders'. The Town of Erin reserves the right to dismiss any or all bids at their sole discretion. The lowest proposal will not necessarily be accepted. Tender may be subject to Council approval.</i>
Bid Deposit / Certified Cheque / Banker's Draft Required	10% of the amount of the Bid Price
Warranty Period	12 Months
Payments	Monthly
Holdback	Holdbacks 12% Total: 10% Statutory 2% Warranty
Allowable Construction Time	Up to 13 months after award of contract
Substantial Completion Date	May 31, 2025

Town of Erin
ERIN COMMUNITY CENTER & ARENA RENOVATIONS
RFT 2024-01PR

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SCHEDULE “A” – INSTRUCTIONS TO SUPPLIERS

1.0 Bid Documents

- 1.1 The following documents form the basis of this bid process (the “Bid Documents”):
 - a) Instructions to Bidders;
 - b) Specifications
 - c) Addenda issued during bidding period;
- 1.2 Check Bid Documents for completeness upon receipt. Inform the Town immediately:
 - a) Should any documents be missing or incomplete; or,
 - b) Upon finding any discrepancies or omissions.
- 1.3 Complete set of Bid Documents are available at Town of Erin online bidding system at <https://Erin.bidsandtenders.ca>
- 1.4 The Bid Documents are made available only for the purpose of submitting bids for the project. Availability and/or use of the Bid Documents do not confer a license or grant for any other purpose.
- 1.5 All Notices and Addenda will be administered digitally through the Bids and Tenders system identified above. Hard copies of Addenda will not be available.

2.0 Amendments to Bid Documents

- 2.1 **Questions in relation to this RFT shall be [submitted through the online bidding system at https://Erin.bidsandtenders.ca](https://Erin.bidsandtenders.ca).**

Deadline for all questions regarding this RFT is April 17, 2024 at 4:00pm local time.

Answers will be posted on the online bidding system at <https://Erin.bidsandtenders.ca> by 2:00pm on April 23, 2024.

The Town of Erin reserves the right to neither accept nor consider any questions received after 2:00 p.m., local time on this date. The Town of Erin will review all questions received and prepare a response that is sent as an addendum to all Respondents.

- 2.2 A bid shall be disqualified where contact is made with any person at the Town other than the individuals outlined above.
- 2.3 The Town shall not be responsible for instructions, clarifications or amendments communicated orally. Instructions, clarifications or amendments which affect the Bid Documents may only be made by addendum.
- 2.4 If bidders find discrepancies, omissions, errors, departures from building by-laws, codes or good practice, or points considered to be ambiguous or conflicting, they shall bring them to the attention of the Town as per Section 2.1 in writing, and not less than seven (7) business days before the bid closing date, so that the Town may, if the Town deems it necessary, issue instructions, clarifications, or amendments by addendum to all bidders prior to the bid closing date. The Town will endeavor to issue such addenda at least seventy-two (72) hours prior to bid closing.

3.0 Addendum/Addenda

- 3.1 Addendum/Addenda, if required, issued by the Purchasing Coordinator shall form part of the Bid Call Document. Proponents shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.
- 3.2 Addendum/Addenda will typically be issued through the Bidding System, Seventy-Two (72) Hours prior to Closing Time and Date.
- 3.3 In the event an addendum is issued within Seventy-Two (72) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://Erin.bidsandtenders.ca> prior to submitting their Bid and up until Proposal closing time and date in the event additional addendums are issued.
- 3.4 The Owner encourages Bidders not to submit their Bid **prior to** Seventy-Two (72) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and addendum/addenda is issued by the Owner, the Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Bidder in the **"MY BIDS"** section of the Bidding System. The Proponent is solely responsible to:
- a) make any required adjustments to their Bid; and
 - b) acknowledge the addendum/addenda; and
 - c) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- I. Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- II. You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf
- III. If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to Erin's Bid Opportunity website and create a separate vendor account.

4.0 Bid Performance & Security

- 4.1 Each bid shall be accompanied by bid security in the amount of **10% of the amount of the Bid Price** in the form of a bid bond. All bid bonds shall name the Town as obligee and be issued by a surety licensed to conduct surety and insurance business in Ontario. The bid security is for the benefit of the Town and stands as security that the bidder, if awarded the contract, will deliver the performance security and evidence of insurance and other documents required by

these Instructions to Bidders or by the contract, and will execute the contract. The bid security shall remain valid for a period of **ninety (90) days** from the date of bid submission.

- 4.2 The bid security of the bidder whose bid is accepted will be retained by the Town to compensate the Town for the damages it will suffer should the successful bidder fail to execute the contract and/or fail to provide the specified performance security and/or evidence of insurance and other documents required by these Instructions to Bidders or by the contract.
- 4.3 The bid security of the bidder whose bid is accepted will be returned after the delivery of the specified performance security and evidence of insurance and other documents required by these Instructions to Bidders or by the contract, and after the execution of the contract. The bid security of all other bidders will be returned after the execution of the contract or after the expiry of this bid process without an award of contract or after the rejection of all bids.
- 4.4 Each bid shall be accompanied by an agreement to bond issued by the same surety company that provides the bid bond (if applicable), undertaking to provide a fifty percent (50%) performance bond and a fifty percent (50%) labour and material payment bond, both to be delivered to the Town if the bidder is awarded the contract.
- 4.5 Bids not accompanied by the required bid security and the required agreement to bond shall be declared non-compliant and rejected.
- 4.6 Include the cost of all bonds in the bid price.

5.0 Bid Signing

- 5.1 The Bids shall be signed in accordance with the requirements of this Article 5.
Note that the use of seals, while encouraged when available, is not mandatory.
 - a) Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
 - b) Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - c) Limited Company: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal.
 - d) Joint Venture: Each and every party of the joint venture shall sign under their respective seals in a manner appropriate to such party as described above.

6.0 Bid Completion

- 6.1 The Town of Erin (the Owner) shall only accept and receive Electronic Proposal submissions through the Owner's bidding system, hereafter called the "Bidding System".

7.0 Bid Submission

- 7.1 All Bidders shall have a bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the bid document, to receive Addenda/Addendum email notifications, download addendums and to submit their bid electronically through the Bidding System.
- 7.2 **The closing time shall be determined by the Bidding System Web Clock.**
- 7.3 Bidders are cautioned that the timing of the submission is based on when the Bid is received by the Bidding System, **not** when a Bid is submitted by a bidder, as transmission can be delayed in an "**Internet Traffic Jam**" due to file transfer size, transmission speed.

- 7.4 The bidder acknowledges that all submitted bids shall become a record belonging to the Town which makes them all subject to the Municipal Freedom of Information and Protection Privacy Act, R.S.O., Chapter M.56, as amended.
- 7.5 All costs and expenses incurred by the Bidders in connection with the Bids (including, without limitation, costs and expenses arising from involvement in any pre-qualification process conducted by the Owner, the preparation and submittal of the Bids, any clarifications requested by the Owner and visits to the Place of the Work) shall be borne by the Bidders and the Owner is not liable to pay for such costs and expenses or to otherwise reimburse or compensate the Bidders in connection with the Bids.

8.0 Bid Withdrawal

- 8.1 A Bidder may edit or withdraw their Bid submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is RECEIVED by the Bidding System no later than 2:00:00 p.m. (local time), on the Bid Closing Date.

9.0 Bid Expiry Period

- 9.1 Bids shall be irrevocable for a period of sixty (60) days from the date of submission, after which period the bid expires.

10.0 Bid Opening and Evaluation

- 10.1 In the event that more than one bid is received from the same bidder, only the last bid received will be considered.
- 10.2 The Town may reject the lowest or any bid or part of any bid, reject all bids or cancel this bid process in whole or in part.
- 10.3 The bid price offered on the Form of Bid will be considered the bidder's "Base Bid". The Town reserves the right, but has no obligation, to adjust all bidders' Base bids by the amounts of any alternative prices which the Town, in its discretion, decides to accept.
- 10.4 The Town reserves the right to award the contract to the bidder which submitted the bid which, in the Town's sole discretion, provides the best value to the Town based on the criteria described in the Bid Documents including, but not limited to, a bidder's:
- a) Base Bid;
 - b) Base Bid, as adjusted by the Town pursuant to the Bid Documents, and
 - c) Clarification provided pursuant to Section 10 (Requests for Clarification)
- 10.5 **The Town may accept or reject any regular, irregular, unbalanced, informal or non-compliant bid.**
- 10.6 Incomplete or conditional bids may be declared non-compliant.
- 10.7 The Town reserves the right to consider, during the evaluation of the bids;
- a) Information provided in the bid itself;
 - b) Information provided in response to enquiries of credit and industry references set out in the bid;
 - c) Information received in response to enquiries made by the Town of third parties apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities;

- d) The manner in which the bidder provides services to others;
 - e) The experience and qualifications of the bidder's senior management and project management;
 - f) The compliance of the bidder with the Town's requirement and specifications; and,
 - g) Innovative approaches proposed by the bidder in the bid.
- 10.8 The bidder acknowledges that the Town may rely on the criteria which the Town deems relevant, even though such criteria may not have been disclosed to the bidder. By submitting a bid, the bidder acknowledges the Town's rights under this section and absolutely waives any right, or caused of action, against the Town and its consultants, by reason of the Town's failure to accept the bid submitted by the bidder, whether such right or cause of action arises in contract, negligence or otherwise.
- 10.9 The Town reserves the right to open the bid and negotiate with a single bidder, in cases where only one bid is received, or to negotiate with a bidder of the Town's choice, if all bids are over budget or too high.
- 10.10 Should the Town receive no compliant bids, the Town, in its discretion, may re-bid the Project or may negotiate a contract for the whole or any part of the Project with a bidder which has submitted a non-compliant bid.
- 10.11 In the event that two (2) or more compliant, equal bids are submitted during a competitive bid process, the Town shall determine the successful bidder by drawing a bidder's name, as determined by the CAO.

11.0 Quotation Price:

- 11.1 The Quotation provides that the quotation price shall be provided in numbers only.
- 11.2 A mathematical or transposition discrepancy or error on the face of a quotation may be corrected by the Town by correcting the quotation price accordingly, unless otherwise decided by the Town.
- a) Where the discrepancy is in respect of a figure represented numerically and in words, the figure as written in words shall be accepted as correct, and the numerical representation will be corrected accordingly.
 - b) Where the discrepancy is in respect of extensions of unit prices, the unit price shall be taken as correct, and the extension shall be corrected accordingly.
 - c) Where a mathematical error is made in adding line items to a total, the correct addition shall be taken as correct, and the recorded total will be corrected accordingly.
 - d) Where an error has been made in transferring an amount from one part of the quotation to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after the transfer and the quotation price shall be corrected accordingly.
 - e) Where the discrepancy or error is such that more than one of the foregoing provisions applies, the corrections shall be applied sequentially starting at a) above.
- 11.3 Where the discrepancy or error is such that none of the foregoing provisions apply, the discrepancy or error shall be corrected by taking the lower of the inconsistent amounts as being correct, and the higher amount shall be corrected accordingly.

- 11.4 If a Supplier has failed to enter a price for an item of work set out in the Quotation Document, the Supplier shall, unless the Supplier has specifically stated otherwise in the Quotation, be deemed to have allowed elsewhere in the Quotation for the cost of carrying out the said item of work and, unless otherwise agreed to by the Town, no increase shall be made in the Total Discount Price on account of such omission.

12.0 Requests for Clarification

- 12.1 The Town may contact any one or more bidders to request clarification or further information without any obligation to contact other bidders. Such additional clarification shall be provided promptly by the bidder to the Town. The Town may, but is not obligated to, amend or revise the bid based on the clarification or further information.
- 12.2 Requests for information shall not be construed as acceptance of a bid.

12.0 Taxes

- 12.1 The Harmonized Sales Tax (HST) shall not be included in the bid price. All other eligible taxes shall be included in the bid price. Any taxes or increases to taxes announced prior to the date of the issuance of the Bid Documents and scheduled to come into effect subsequent to it shall be taken to be included in the bid price.

13.0 Award of Contract, Execution of the Contract & Documents to be Delivered

- 13.1 Bidders shall not issue or make any statements or news releases concerning their bid, the bid process, the Town's evaluation of the bids, or the Town's award or cancellation of the bid process without the express written consent of the Town.
- 13.2 Prior to commencing the work, the bidder shall deliver to the Town:
- a) Certified true copies of the insurance policies required by the Bid Documents; and,
 - b) A current Clearance Certificate issued by the Workplace Safety and Insurance Board.
- 13.3 The bidder shall execute the contract and deliver the executed original to the Town within ten (10) business days of award notification from the Town.
- 13.4 The bidder agrees that the Town shall not be deemed to be the employer of the bidder nor its personnel under any circumstances whatsoever.

14.0 Acceptance of Conditions

- 14.1 By submitting a Bid to the Owner, Bidders acknowledge that they have read and agree to be bound by the Bid Documents.
- 14.2 The Bidder shall have no claim against, or entitlement to damages against, the Owner, the Contract Administrator or its advisors in connection with this request for Bids or otherwise in connection with this process (including, without limitation, claims or damages arising from (i) rejection of its Bid, (ii) cancellation of the Project, (iii) a breach, fundamental or otherwise, of the obligations under this request for Bids, if any, or (iv) breach of a duty of care arising from this request for Bids, if any) for an amount in excess of the reasonable costs incurred by the Bidder in preparing its Bid, and, in any event, the Bidder, by submitting a Bid, waives any claim for loss of profits if no Contract is entered into with the Bidder for any reason or under any circumstance whatsoever.

15.0 Ownership

- 15.1 All material and information delivered to the Owner by the Bidders in connection with or in relation to the Bids, including, without limitation, the Bids (collectively, the "Bid Materials") shall be the sole and absolute property of the Owner.

16.0 Owner's Materials & Disclosure of Information

- 16.1 All materials, drawings, specifications, information and documents obtained by, given to or made available to, the Bidder in connection with this request for Bids (including, without limitation, the Reference Documents and Bid Documents) (collectively, the "Owner's Materials") are not the property of the Bidders. The Owner's Materials shall not be used for any purpose other than replying to this request for Bids and the fulfillment of any subsequent Contract. The issue of the Owner's Materials does not confer a license or grant for any other purpose.
- 16.2 Upon request of the Owner, all of the Owner's Materials, in any form or media, shall be immediately returned to the Owner. The Owner and the Contract Administrator make no representation or warranty with respect to, and the Owner and the Contract Administrator accept no responsibility for, the accuracy or completeness of the Owner's Materials and the Bidder is responsible for obtaining its own independent legal and technical advice with respect to the Owner's Materials and making its own independent research and inquiries regarding all information contained in the Owner's Materials.
- 16.3 Bidders shall not discuss, disclose or communicate, directly or indirectly, any details pertaining to or in connection with their Bid to anyone not specifically involved in their Bid (including, without limitation, any other Bidder) without the prior written approval of the Owner. Without limiting the generality of the foregoing, each Bid shall be submitted without any connection, knowledge, comparison of figures or arrangement with any other Bidder and each Bidder will be responsible to ensure that its participation in this process is conducted fairly and without collusion or fraud.
- 16.4 Each Bidder and each shareholder, partner or joint venture member of the Bidder will not have any interest whatsoever in the Bid of any other Bidder, either directly or indirectly, nor will it enter into any arrangement, agreement or understanding before the Bid Closing Time that would have such a result nor will it have any other conflict of interest.
- 16.5 Bidders must not disclose any details pertaining to their Bid and the selection process, or the outcome thereof, in whole or in part to anyone not specifically involved in their Bid, without the prior written approval of the Owner. Without limiting the generality of the foregoing, Bidders shall not issue a news release or other public announcement or otherwise disclose any information pertaining to any details of their Bid, or the outcome thereof, or the selection process, in whole or in part, without the prior written approval of the Owner.

17.0 Government Law

- 17.1 The Bid Documents shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

18.0 Examination of the Place of the Work

- 18.1 The Bidder is fully responsible for obtaining all information required for the preparation of their Bid and, prior to submitting a Bid, the Bidder shall have visited and carefully examined the Place of the Work and the surrounding area in a reasonable and prudent manner and satisfied itself as to the scope and character of the Work and all conditions and information affecting the Work and how the Work is to be completed, including, without limitation, the nature and location of the Work, working areas, storage areas, local features including private property

and utilities, access to and at the Place of the Work, weather conditions and any other factors which may influence the performance of the Work and/or the pricing of the Work.

19.0 Liability

- 19.1 If a bidder breaches the “bid contract”, including by failing to execute the contract, for whatever reason, the bidder shall be liable to pay to the Town, at the Town’s election as follows:
- a) The difference between the base bid prices of the breaching bidder and the bidder who subsequently executes the contract; or,
 - b) The amount set out in the bid bond; And these amounts shall be considered liquidated damages, not a penalty, and the bidder hereby acknowledges that these amounts are a reasonable pre-estimate of damages which will likely be suffered by the Town should a breach of the “bid contract” occur. The Town shall have the right to draw upon the bid bond should a breach of the “bid contract” occur, irrespective of any other terms or conditions set out in the bond.
- 19.2 A bidder, by submitting a bid, agrees that it will not claim damages, by any means, in respect to any matter relating to the contract or bidding process in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its bid and waives any claim for loss of profits if no contract is made with the bidder.

20.0 Disputes

PROCESS FOR COMPLAINT RESOLUTION

- 20.1 The following procedure shall apply to the conduct of Complaint Resolutions by the Town of Erin.
- a) An unsuccessful Supplier shall request a meeting with the Department Manager and the Director. Such request will be in writing and shall (i) provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and (ii) identify the form of relief requested.
 - b) Where, after a meeting with the Department Manager and the Director, the Supplier is satisfied that its concerns have been addressed and that the purchasing process was conducted in a fair and equitable manner, no further action shall be required. Documentation in respect of the protest in question shall be maintained by the Buyer(s) for future reference.
 - c) Where, after a meeting between the Supplier, the Department Manager and the Director, it is concluded that the purchasing process was materially flawed, for any reason, the Director shall issue a report to the Chief Administration Officer for his approval recommending corrective action.
 - d) Where, after a meeting between the Supplier, the Department Manager and the Director, the parties fail to achieve a mutually satisfactory resolution, the Supplier may request an opportunity to present its case to the Chief Administration Officer, provided that the supplier’s request is in writing.
 - e) In the event of a dispute arising in connection with this bid process that cannot be resolved with the above “complaint resolution process” including, without limitation, a dispute concerning the existing of the “bid contract” or a breach of the “bid contract”, or a dispute as to whether the bid of any bidder was submitted on time or whether a bid is compliant, the Town may refer the dispute to a confidential binding arbitration pursuant to the Arbitration

Act, 1991, as amended, before a single arbitrator with knowledge of procurement/bidding law. In the event that the Town refers the dispute to arbitration, the bidder agrees that it is bound to arbitrate such dispute with the Town. Unless the Town shall refer such dispute to binding arbitration, there shall be no arbitration of such dispute.

21.0 Claims or Litigation

- 21.1 The Town shall not consider bids received from parties with whom the Town is in litigation, or pending litigation, unless approval allowing such consideration is obtained by the bidder from the Council of the Town prior to the close of bidding.
- 21.2 Bids which are not considered pursuant to the aforementioned policy shall be returned to the bidder and no contract in regard to the bid process shall have been created as between the bidder and the Town.

22.0 Representation & Warranty

- 22.1 The bidder represents and warrants that its bid is compliant with the terms set out in the Bid Documents. The bidder acknowledges that the Town is relying on this representation and warranty. In the event that the bidder's bid is accepted by the Town and the bid is held by a Court of competent jurisdiction to be non-compliant with the terms set out in the Bid Documents in a proceeding commenced by another bidder (the "Claimant"), the bidder will indemnify the Town for any award of damages. Howsoever characterized, that are payable to the Claimant as well as for the Town's actual legal expense, including all legal fees and disbursements as billed to the Town.

23.0 Accessible Standards for Customer Service

- 23.1 **Accessibility for Ontarians with Disabilities Act, 2005:**
In accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, the Town of Erin shall have regard for the accessibility for persons with disabilities in respect to goods and services purchased by the Town.
- 23.2 **Ontario Regulation 429/07 (Accessible Standards for Customer Service):**
In accordance with section 6 of Ontario Regulation 429/07, Accessible Standards for Customer Service, the contract/supplier is responsible to ensure that all of its employees, volunteers and others for which the contractor is responsible who deals with members of the public are adequately trained as per the Town of Erin's Accessible Customer Service Guide Book – Understanding Accessible Customer Service.
- 23.3 **All bids documents are required to include the following:**

I/We, by our signature, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005.

I/We are able to provide written proof that, I, and my employees, agents, subcontractors and volunteers (if any) who deal with members of the public are adequately trained as required under the Act and that I/we shall keep records of the above mentioned training, including the dates on which the training is provided, the number of individuals to whom it was provided and shall provide documentation of the training to the Town of Erin upon request.

24.0 Freedom of Information

- 24.1 The bidder acknowledges that any bid submitted shall become a record belonging to the Town and therefore is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c M.56, as amended. (MFIPPA)

MFIPPA provides that an individual, businesses and other organizations have a legal right to request records held by the Town, subject to specific limitations. The bidder should be aware that it is possible that any records provided to the Town, including but not limited to, pricing, technical specifications, drawings, plans, audio visual materials or information about staff, parties to the bid or suppliers could be requested under this law.

If the bidder believes that all or part of the bid should be protected from release, the relevant parts should be clearly marked as confidential.

Please note that this will not automatically protect the submission from release, but it will assist the Town in making a determination on release if a request is made. The Town will use its best efforts not to disclose any information so marked confidential but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

END OF SCHEDULE "A" – INSTRUCTIONS TO SUPPLIERS

SCHEDULE B- BID FORM

**ERIN COMMUNITY CENTRE & ARENA RENOVATIONS
RFT 2024-01PR**

Part 1 General

1.1 BID INFORMATION

Date: (mm/dd/yyyy) _____

Submitted By: _____

(Company Name): _____

(Business Address): _____

To: Town of Erin
 5684 Trafalgar Road Hillsburgh, ON NOB 1Z0

Project: Erin Community Centre & Arena Renovations
 14 Boland Drive, Erin, ON

1.2 OFFER

1. Having examined the Place of The Work, the Bid Documents, and Addenda No. _____ to No. _____ inclusive, for the above-mentioned project, we, the undersigned, hereby offer to enter into a contract, to perform the Work for the price of:

Dollars (\$ _____) in lawful money of Canada, which includes **all cash allowances** and applicable taxes in force at this date **except HST**, and otherwise provided in the Bid Documents.

1.3 DECLARATIONS

We hereby declare that:

1. No person, firm, or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made and to which it relates.
2. This offer is made by the undersigned without any connection, knowledge, and comparison of figures or arrangement with any other person making offers for the same work, and is in all respects without collusion or fraud.
3. The undersigned, by this Bid, offers to contract the said works and carry out the provisions of this Bid and of the said Contract in accordance with the terms hereof.

4. The undersigned will carry out any additional work or will delete any work as may be required by the Owner in accordance with the Contract.
5. The carrying out of any work referred to above with the issuance of an order (i.e., Change Order) relating to such work will be done under the terms of the Contract Documents unless specifically stated otherwise on the Order.
6. The value of an Order shall be the total contractor cost of the extra work (labour, materials, rentals, etc.) plus _____% overhead, plus _____% profit.
7. This offer shall be open to acceptance and is irrevocable for thirty (30) calendar days from the Bid closing date and time.
8. If the Owner accepts this Bid, within the time period stated above, we will:
 1. Execute the 'Agreement' within ten days of receipt of the form of execution.
 2. Commence work within _____ days after written notification of acceptance of this bid.
 3. Complete the Work continuously, and in accordance with the construction sequence, to completion within _____ weeks of starting the work.

1.4 BID FORM SIGNATURE

Signed and submitted for and on behalf of:

(Bidder/Company - please print)

(Street Address or Postal Box Number)

(City, Province, and Postal Code)

(Signature - Authorized signing officer) (Name and Title - please print or type)

(Signature - Witness) (Name and Title - please print or type)

Dated at _____ this _____ day of __, 2024.

LIST OF EXPERIENCE

Please provide at least three experiences.

	Experience 1	Experience 2	Experience 3
Location			
Owner's Consultant			
Contact Name and Information			
Description of Contract			
Completion Date			
\$ Value			

END OF SCHEDULE "B" – BID FORM

SCHEDULE C - GENERAL CONDITIONS OF CONTRACT

GC.1 Insurance Provisions:

The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Town, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Contractor, its agents, employees and sub-contractors on behalf of the Town, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees or sub-contractors.

The Contractor shall insure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the Town:

a) General Liability Insurance:

The Contractor shall maintain liability insurance acceptable to the Town throughout the term of this Agreement from the date of commencement of work until one year from the date of substantial performance of work. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all available coverage extensions/endorsements, in an amount of not less than \$5,000,000 per occurrence. **Such insurance shall name The Corporation of the Town of Erin and any other person or party identified in the contract documents, as an additional insured with a cross liability endorsement and severability of interests' provision.** The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit.

b) Owned and Non-Owned Automobile Liability Insurance:

The Contractor shall maintain liability insurance on all Owned, Non-Owned and Leased Automobiles used in the performance of this project to a limit of \$5,000,000 per occurrence throughout the term of this Agreement from the date of commencement of work and until one year after the date of substantial performance of work.

c) Provisions:

Prior to the commencement of work the Contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement. The Certificate shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days (ten 10 days if cancellation is due to non-payment of premium) prior written notice by certified mail to the Town.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Contractor and that this coverage shall preclude subrogation claims against the Town and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Town and any other person insured under the policy shall be considered excess of the Contractor's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Contractor's obligation to fully indemnify the Town under this Agreement.

The Town reserves the right to modify the insurance requirements as deemed suitable.

d) Claims Process:

Claims reported to the Contractor, either directly by a third party or through the Town shall be promptly investigated by the Contractor. The Contractor shall make contact with the third-party claimant within 48 hours of receipt of notice of a claim. The Contractor shall initiate an investigation of the claim immediately upon notice, and advise the third-party claimant in writing, with a copy to the Town, of its position regarding the claim within 21 calendar days of the notice. The Contractor shall include in their response the reasons for their position.

Should this position not resolve the claim and be accepted by the third-party claimant, the Contractor shall immediately report the claim to its Insurer for a further review. The Contractor's Insurer upon receipt of this claim shall advise the third-party claimant by letter, with a copy to the Town, that they are now investigating the claim. When a final position on the claim has been determined, the Contractor's Insurer shall advise the third-party claimant by letter, with a copy to the Town. Failure to follow this procedure shall permit the Town to investigate and resolve any such claims.

Nothing herein shall limit the right of the Town to investigate and resolve any such claims notwithstanding the response of the Contractor and/or its Insurer and to seek indemnification from the Contractor or to exercise any other rights under the Contract.

GC.2 Funds owing to the Contractor

The Town may, without breaching this contract, retain from the funds owing to the Contractor an amount that, as between the Town and the Contractor, is equal to the balance in the Town's favor of all outstanding debts, claims or damages, whether or not related to this contract.

END OF SCHEDULE "C" - GENERAL CONDITIONS OF CONTRACT

SCHEDULE D - GENERAL REQUIREMENTS

D.1 Contract Time

The Work under this Contract shall be substantially performed by **May 31, 2024**. This completion date is contingent upon Acceptance occurring within three (3) weeks of the Bid Closing Time. The completion date will be adjusted accordingly should Acceptance occur beyond the three (3) week period following the Bid Closing Time.

Weather conditions will not constitute a basis for extension of the completion date unless, in the sole opinion of the Contract Administrator, conditions have varied substantially from what is reasonably considered normal for the season(s) (i.e., in the event of abnormal inclement weather).

The start of on-site construction shall be subject to:

- a) No seasonal shut down is planned and the Contractor is expected to work continuously from the project start to its completion.
- b) No additional payment will be considered for any delays in construction caused by permits or approvals.

D.2 Insurance Requirements

The successful Bidder is required to provide certificates / proof of insurance for all mandatory coverage required by the General Conditions of Contract.

The insurance policies shall name The Corporation of the Town of Erin as additionally insured and shall insure the Contractor and the above named in the same manner and to the same extent as if a separate policy had been issued to each.

Contractors are hereby specifically notified that any loss or damage to the Work caused by the action of the elements including rain storms, wind storms, floods, etc., shall be sustained and borne by the Contractor at their own expense. Any material and additional work required to make good any loss or damage to work previously completed shall be borne at the cost of the Contractor and no claims for extra payment will be considered.

D.3 Schedule of Work

Upon being awarded the Contract, the Contractor shall forthwith supply to the Contract Administrator for approval a copy of a detailed planned Schedule of Work, showing clearly that the Work will be completed within the stipulated time.

The Schedule of Work shall indicate actual and proposed progress in one-week periods for at least the following Work:

- a) Site preparation.
- b) Removal of existing structures.
- c) Installing of new structures
- d) Repairs and Maintenance
- e) Site restoration

D.4 Dust and Mud Control

The Contractor will be responsible for dust control as deemed necessary by the Owner during construction as directed by the Contract Administrator. Clean-up of mud tracking off site shall similarly be the Contractor's responsibility.

D.5 Materials

All material required on this Contract shall be supplied by the Contractor. Unless indicated otherwise in the Contract Documents, all materials supplied, shall be new.

D.6 List of Designated Substances

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, the Contractor is advised of the presence of Designated Substances. The focus of the Designated Substance survey completed within select locations of the Erin Community Centre by Durham EHS was primarily (but not limited to) given to the presence of silica, lead, mercury and asbestos-containing materials. The Contractor is advised that exposure to the remaining designated substances (i.e. acrylonitrile, arsenic, benzene, coke oven emissions, ethylene oxide, isocyanates, and vinyl chloride) generally occurs during industrial processes. Please refer to **Schedule H-Designated Substance Report** for more details.

D.7 Permits and Authorization

The Contractor shall not commence the Work until all required permits and agreements have been approved and issued.

D.8 Equipment Staging Area

It is the intent of this Contract that the Contractor's equipment staging areas shall be located in designated areas as agreed upon with the contract administrator and the contractor. The Contractor shall be responsible for the reinstatement of all areas disturbed by staging operations to a condition equal to or better than the original condition at no additional cost to the Contract.

D.9 Measurement and Payment

Unless otherwise noted in **Schedule F-Price Schedule**, no measurement of quantities will be made for the General Work and no direct payment will be made for any of the General Work. The cost of such work shall be deemed to be reasonably distributed within the overall cost of the Work.

Payment for payable items shall be based upon the lump sum or unit price bid, as listed in **Schedule F-Price Schedule**, using actual "as-constructed" quantities (or plan quantities) as determined by the Contract Administrator.

In the event of a conflict, the basis of payment indicated in the Schedule shall take precedence (as modified by "pay lines" or payment clauses indicated elsewhere in these documents, if applicable).

D.10 Schedule of Unit Prices

The Bidder understands and accepts that the quantities shown in the Request for Tender Document are approximate estimates only and are subject to increase, decrease or deletion entirely and at any time if found not to be required at the discretion of the Owner.

END OF SCHEDULE D - GENERAL REQUIREMENTS

SCHEDULE E – DRAWINGS & SPECIFICATIONS

E.1 Contract Drawings:

The Work required under this Contract shall be performed in strict accordance with the following drawings and Specifications:

<u>Document No.</u>	<u>Drawing Title</u>
E1.0	Title Page- ECC- Architecture _ structure
E1.1	ECC - Electrical Drawings
E1.2	ECC - Mechanical Drawings
E1.3	ECC – Architecture _ Structure Specs
E1.4	ECC - Electrical Specs
E1.5	ECC - Mechanical Specs

These drawings are the Contract Drawings and form part of this Contract. Additional drawings showing details in accordance with which the Work is to be constructed may be furnished from time to time by the Contract Administrator, if found necessary, to supplement or supersede the drawings hereto attached. Such additional drawings shall thereupon become a part of this Contract. The Contract Drawings are complementary to the Contract Documents; any item or information found in one applies to both. The Contractor shall be governed by the figured dimensions, as given on the drawings. The Contractor shall confirm all relevant dimensions and report any discrepancies to the Contract Administrator immediately. Where required dimensions are not shown in figures, the Contractor shall obtain the said dimensions from the Contract Administrator before proceeding with the construction of the portion of the Work to which they refer. In every case, detailed drawings shall take precedence over general drawings. In no instance shall dimensions be scaled from drawings.

Drawings and Specifications Documents (listed above) are attached to the RFT document.

END OF SCHEDULE E – DRAWINGS & SPECIFICATIONS

SCHEDULE F – PRICE SCHEDULES

Appendix A- Separate Prices	Separate price to include all ancillary work related to roof replacement, including, but not limited to: removal and disposal of existing roof system, roof to wall tie-in, parapet cap flashing, disconnect/reconnect of gas or electrical servicing, rtu jacking, etc.
Appendix B- Unit Prices	Bidders are requested to submit Unit Prices as per provided table.
Appendix C- Identified Prices	Work included as an 'Identified Price' is included in the Base Bid. The purpose of requesting the 'Identified Price' is to clarify the cost associated with the work included with the specific Identified Price.
Appendix D- Provisional Cost Items	Provisional cost items are to be included in the Base Bid.

Project Description: Erin Community Centre & Arena Renovations
14 Boland Drive, Erin, ON

Bid submitted by:

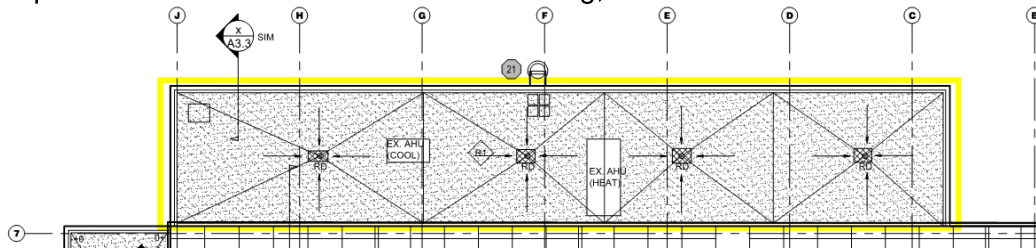
Separate Prices:

Bidders are requested to submit Separate Prices to complete specific areas of work. All Separate Prices include overhead and profit and are not included in the base bid. The extra to the base bid includes all costs for alterations, adjustments, or extra work required because of incorporating the Separate work.

Also, refer to drawings for further description of Separate Prices listed below.

Separate Price #1

1. Replace the roof above this section of building, located to the north of the arena:



Separate price to include all ancillary work related to roof replacement, including, but not limited to: removal and disposal of existing roof system, roof to wall tie-in, parapet cap flashing, disconnect/reconnect of gas or electrical servicing, rtu jacking, etc.

Extra \$ _____

END OF APPENDIX 'A'

Project Description: Erin Community Centre & Arena Renovations
 14 Boland Drive, Erin, ON

Bid submitted by:

Unit Prices:

Bidders are requested to submit Unit Prices as described below. It is to be understood that the Owner may use the following unit prices for additional work, and that all unit prices, unless specifically indicated, are all inclusive for complete work, in place, supplied and installed in accordance with applicable contract requirements and that unit prices listed include all overhead and profit mark-up. Equipment rates include operator and float costs; labour rates include labour burden. The bidder acknowledges that the credits for deleted work shall be no less than 80% of the prices listed hereunder, and that the Owner shall have the right to negotiate the cost of additional work instead of using the unit prices listed hereunder. Prices listed hereunder do not include HST.

DESCRIPTION:	Unit	Cost per Unit (\$ / unit)
.1 Atmospheric Stain Removal	per meter squared (m ²)	\$
.2 Efflorescence Stain Removal	per meter squared (m ²)	\$
.3 Mortar Repointing	per lineal meter (m)	\$
.4 Paint Stain Removal	per meter squared (m ²)	\$
.5 Overall Painting (walls)	per meter squared (m ²)	\$
.6 Overall Painting (ceilings)	per meter squared (m ²)	\$

END OF APPENDIX 'B'

Project Description: Erin Community Centre & Arena Renovations
14 Boland Drive, Erin, ON

Bid submitted by:

Identified Prices:

Work included as an 'Identified Price' is included in the Base Bid. The purpose of requesting the 'Identified Price' is to clarify the cost associated with the work included with the specific Identified Price.

These itemized prices are to be provided for information purposes, and may form the basis for review, compliancy, and/or acceptance of the overall bid. These prices may be retained or deleted at the discretion of the Owner. These 'Identified Prices' do not include HST.

Architectural

1. For the work related to the arena ceiling insulation repair, including labour and materials.

Identified Price \$ _____

Structural

1. For the work related to the arena slab repair, including labour and materials.

Identified Price \$ _____

Mechanical

1. For the supply and installation of hot water system serving school kitchen E215. The system components included under this scope are as follows: HWH-2, ET-4, C-3, associated thermostatic mixing valve, associated gas venting, associated gas piping (indoor only), associated piping in room E210, and associated piping from room E210 to kitchen E215.

Identified Price \$ _____

Electrical

1. For the supply and installation of fire alarm devices within "Upper Grand District School Board Area".

Identified Price \$ _____

2. For the supply and installation of fire alarm devices within "Shared Facility Area".

Identified Price \$ _____

3. For the supply and installation of fire alarm devices within "Town of Erin Area".

Identified Price \$ _____

Generator

1. For the supply and installation of the generator, and all related work to it, including, but not limited to, site work, concrete, fence, electrical, mechanical, landscaping, etc.

Identified Price \$ _____

END OF APPENDIX 'C'

Project Description: Erin Community Centre & Arena Renovations
14 Boland Drive, Erin, ON

Bid submitted by:

Provisional Cost Items:

The following provisional cost items are to be included in the Base Bid. By reviewing, and signing / dating this form, the Bidder acknowledges that their Base Bid includes these costs, and that these will be line items on the Schedule of Values. These costs do not include HST.

Provisional Cost Items

1. \$15,000.00: Testing and Inspection. As referenced in Section 01210, Item 1.3.8.1.
2. \$10,000.00: Interior signage. As referenced in Section 01210, Item 1.3.8.2.
3. \$100,000.00: Refrigeration (Dehumidifiers). As referenced in Section 20 02 41, Item 1.2.7.
4. \$50,000.00: Refrigeration (everything besides Dehumidifiers). As referenced in Section 20 02 41, Item 1.2.8.

\$175,000.00 (total) + HST

General Contractor / Bidder

I/We certify that I/We have the authority to bind the company.

Authorized Signature

Printed Name

Date

Title

END OF APPENDIX 'D'

SCHEDULE G – ARTICLES OF AGREEMENT

This agreement (the “contract”) made on the ____ day of _____ in the year 20__.

BY AND BETWEEN:

The Corporation of the Town of Erin (The “Town”)
(Herein and throughout the Contract Documents called the “Owner”)

OF THE FIRST PART

- and -

(The “Contractor”)

OF THE SECOND PART

The Town and the Contractor agree as follows:

1. The Contractor shall:
 - a) perform the work required by the RFT Documents (the term “RFT Documents” is defined in s. 2.1 of the Instructions to Suppliers) and as set out in **RFT 2024-01PR** along with addendum numbered _____ through _____; and
 - b) do and fulfil everything indicated by the RFT Documents.
2. The contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work excepting only the RFT Documents.
3. The contract may be amended only in writing and as provided in the RFT Documents.
4. The Contractor shall guarantee the Work free from any defects in materials and workmanship under normal operating conditions throughout the Warranty Period as defined in the Contract.

The decision of the Contract Administrator is to be final and binding on the Contractor and the Owner as to the nature and cause of any defects and deficiencies in the Work and as to the remedy required for each and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Contract Administrator within forty-eight (48) hours after written notice may result in the Contract Administrator having the work performed by others and the cost thereof being deducted from the amount due to the Contractor.

5. The Contractor is to furnish the following:
 - a) Performance Bond and Labour and Materials Payment Bond each in the amount of fifty percent (50%) of the Total Bid Price including HST, or an acceptable Letter of Credit Security (or alternate security, if applicable).
 - b) Evidence of all Insurance required by the Contract Documents.
 - c) Current Clearance Certificate from the Workplace Safety & Insurance Board (WSIB).
6. The Contractor hereby acknowledges and agrees that the cost of any item of work reasonably inferred to be necessary for proper completion of the Work, yet not specifically listed in the Pricing Schedule is considered to be incorporated in the prices that are listed in Pricing Schedule. The Contractor further acknowledges and agrees that the prices listed in Pricing Schedule include, without limitation, duties, taxes, royalties, permits,

customs, insurance, bonds, handling, transportation, overhead, profit and all other charges and expenses, except only for the Value Added Tax.

7. The Contractor also acknowledges and agrees that:
 - a) The estimated quantities in the Schedule of Unit Prices are only approximate and are not a representation, warranty or guarantee of the number of units of each item that will be a part of the Work and the measured quantities of completed work or materials may vary from such estimated quantities. Such variation will not invalidate the Contract or the prices in Schedule of Unit Prices and the Owner shall have no liability or obligation to the Contractor in regard to such variation including, without limitation, incidental, consequential, direct, loss of profits, loss of opportunity, loss of good will, loss of revenue, special or other damages.
 - b) With the exception of the lump sum amounts for completed items set out in Pricing Schedule, payment will only be made for the actual measured quantities of completed work performed or materials furnished as a part of the Work, as determined in accordance with the Contract Documents.
 - c) These amounts may be subject to adjustments as provided for in the Contract Documents.
 - d) As such payments become due, the Contractor shall, in accordance with the terms of its agreements with any Subcontractors, pay all of its Subcontractors in full on account of work properly performed or Materials properly supplied, as applicable, less any holdback monies retained in compliance with the Construction Act (Ontario).
8. The Total Tender Price is outlined on the Form of Tender, shall be in Canadian funds and shall be subject to adjustments as provided in the RFT Documents.
9. Subject to the provisions of the RFT Documents, and subject to the holdback provisions of the *Construction Lien Act*, where applicable, the Town shall:
 - a) make progress payments to the Contractor on account of the Total Tender Price when due in the amount certified by the Town;
 - b) following substantial performance of the work, pay to the Contractor the unpaid balance of the holdback amount when due; and,
 - c) following issuance of the final certificate for payment, pay to the Contractor the unpaid balance of the Total Tender Price when due.
 - d) Upon Substantial Performance of the Work, pay to Contractor the statutory holdback (ten percent (10%) of the value of completed work) in respect of Work performed up to the date of Substantial Performance when due together with such Value Added Taxes as may be applicable to such payment.
 - e) Upon the expiry of the Warranty Period, and rectification of all deficiencies and required completion of incomplete Work, pay to Contractor the warranty holdback (two percent (2%) of the value of completed work) in respect of the Work performed up to the date of Substantial Performance, which the Owner has retained, when due together with such Value Added Taxes as may be applicable to such payment.
10. The Town shall not pay interest in the event it fails to make payments as they become due under the terms of the contract or pursuant to an award by arbitration or Court.
11. Notices in writing shall be addressed to the recipient at the address set out below. The delivery of a notice in writing shall be by hand, by courier or by facsimile during the transmission of which no indication or failure

of receipt is communicated to the sender. A notice in writing delivered by one party in accordance with this contract shall be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, provided that if either such day is not a business day (Monday to Friday, excluding statutory holidays), then the notice in writing shall be deemed to have been received on the business day next following such day. A notice in writing sent by facsimile shall be deemed to have been received on the date of its transmission provided that if such day is not a business day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first business day next following the transmission thereof. An address for a party may be changed by notice in writing to the other party setting out the new address in accordance with this section.

12. Notwithstanding any other provision(s) in the Contract Documents, in the event of a pandemic (e.g., COVID-19), as declared by the World Health Organization, the terms put forth in this subsection will take precedence and apply to this Contract. Should circumstances arise due to a pandemic which significantly frustrate the Contractor's ability to perform and/or complete the Work, to a degree which, in the sole judgement of the Contract Administrator (in consultation with the Owner and the Contractor), renders continuation of the Work substantially inefficient or impractical and/or completion of the Work impossible, then the Owner may suspend the Work or terminate the Contract, as appropriate under said circumstances.

In the event of a Work suspension, the duration of which would be initially determined and subsequently adjusted as necessary by the Contract Administrator (in consultation with the Owner and the Contractor), the Contractor will be reimbursed by the Owner for reasonable direct costs associated with the suspension (e.g., demobilization/remobilization costs, directly related administrative costs, other specific/direct costs as approved by the Contract Administrator). Consequential/indirect costs or losses incurred by the Contractor and all subcontractors/suppliers (e.g., loss of profit, loss of opportunity, business impact costs, special or any other incidental/indirect/consequential cost or loss) are excluded from consideration for reimbursement by the Owner in their entirety. The Contract Administrator, in a fair and balanced manner, will be the sole arbiter with respect to determination of qualifying direct costs and excluded indirect/consequential costs. The Contract Time shall be extended for a period of time matching the duration of the suspension, at a minimum, or such longer period of time as deemed appropriate by the Contract Administrator to account for schedule inefficiencies associated with suspending and restarting the Work.

In the event of Contract termination, the Contractor will be reimbursed by the Owner for reasonable direct costs associated with the termination (e.g., payment for all Work performed up to the date of termination as verified by the Contract Administrator, directly related administrative costs, material restocking fees, full payment for materials which cannot be returned/ restocked, demobilization, direct subcontract cancellation costs – excluding all associated consequential/indirect costs or losses incurred by subcontractors and suppliers, other specific/direct costs as approved by the Contract Administrator). Consequential/indirect costs or losses incurred by the Contractor and all subcontractors/suppliers (e.g., loss of profit, loss of opportunity, business impact costs, special or any other incidental/indirect/consequential cost or loss) are excluded from consideration for reimbursement by the Owner in their entirety. The Contract Administrator, in a fair and balanced manner, will be the sole arbiter with respect to determination of qualifying direct costs and excluded indirect/consequential costs.

13. The date from which this Contract is to be in force is the ___ day of _____, 20___

All communications in writing between the parties or between them and the Contract Administrator shall be deemed to have been received by the addressee if sent to:

The Contractor at:

Contractor Name: _____
Attention: _____
Street No & Name: _____
City, Province, Postal Code: _____
Email: _____

And the Owner at:

The Corporation of the Town of Erin
Purchasing Division
5684 Trafalgar Road
Hillsburgh, ON N0B 1Z0
Email: procurement@erin.ca

And to the Contract Administrator at:

Tacoma Engineers
Aaron Maksym
176 Speedvale Ave. W
Guelph, ON N1H 1C3
Email: Aaronm@tacomaengineers.com

The contract shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this contract by the hands of their duly authorized representatives.

The Contractor

Name of the authorized signing officer for the Contractor

Signature

I have authority to bind the Corporation/Firm.

Please affix corporate seal, if applicable.

THE CORPORATION OF THE TOWN OF ERIN

Mayor

Town Clerk

We have authority to bind the Town.

END OF SCHEDULE "G" – ARTICLES OF AGREEMENT

SCHEDULE H – REFERENCE DOCUMENTS

Reference Documents

Note: Reference Documents do not form part of the Bid or Contract Documents

**Standard Certificate of Insurance
Durham EHS- Designated Substance Report (Attached)**

STANDARD CERTIFICATE OF INSURANCE

***** This form must be completed and signed by your insurer or insurance broker. *****

Note: 1. Proof of insurance will be accepted on this form only (with no amendments).
 2. Insurance company must be licensed to operate in Canada.

This is to certify that the Insured, named below is insured as described below.

Insured: Name & Address:	Telephone Number: () () ()
	Fax Number: () () ()
Location and nature of operation or contract to which this Certificate applies:	

Type of Insurance	Company & Policy #	Policy Dates		Limits of Liability / Amounts
		Effective	Expiry	
Section 1 – Primary Comprehensive General Liability (Occurrence Basis)				Bodily Injury & Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury & Property Damage \$ _____ Inclusive
Section 3 Excess / Umbrella				\$ _____ Inclusive
Section 4 Additional Insureds as required by contract: 1. Town of Erin 2. Other: _____				

PROVISIONS / AMENDMENTS / ENDORSEMENTS:

- A. Comprehensive General Liability Insurance (and Excess, if any) is extended to include all coverage endorsements available, including but not limited to: Cross Liability and Severability of Interest Clause, Premises and Operations Liability, Blanket Contractual Liability, Products / Completed Operations, Personal Injury, and Non-Owned Automobile Liability.
- B. With respect to the Comprehensive General Liability Insurance (and Excess, if any), the TOWN OF ERIN, its officers and/or officials, employees and volunteers (and "other" entities as outlined in Section 4 above) have been added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured.
- C. The Comprehensive General Liability Insurance (and Excess, if any) Policy(ies) identified above shall protect each Insured in the same manner and to the same extent as though a separate policy has been issued to each, but shall not increase the Limits of Liability as identified about beyond the amount or amounts for which the company would be liable if there had been only one Insured. Any failure to comply with any provision of the insurance policy by the Named Insured shall not affect coverage provided to The Town of Erin.
- D. The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to the TOWN OF ERIN.
- E. If cancelled or changed to reduce the coverage as outlined on this Certificate, during the period of coverage as stated herein, thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by registered mail will be given by the Insurer(s) to:

ATTENTION: PURCHASING DEPARTMENT

Town of Erin
5684 Trafalgar Road
Hillsburgh, ON N0B 1Z0
Fax: 877.818.2888
Email: Procurement@erin.ca

This certificate is executed and issued to the aforesaid Town of Erin, the day and date herein written below.

Name of insurance company or broker (completing form):		Telephone number: ()
Address:		Fax number: ()
Name of authorized representative or official (please print):	Signature of authorized representative or official:	Date (year, month, day):