



ADDENDUM NO. 2
Request for Tender No. 24-01-00517

Milton Town Hall & Fire Station No. 2
HVAC Equipment Replacement

Date: October 10, 2024

Please be advised of the following changes/clarifications to the above noted document. This addendum shall form part of the contract documents.

Item 1: Amended Special Provisions

Section No. 4 - Special Provisions has been amended.

The attached Section No. 4 - Special Provisions will replace the entire Section No. 4 - Special Provisions in the Tender document. The amendments have been highlighted.

Item 2: The following question has been received and the response is noted below:

Question 1:

Is bonding for this project a firm requirement?

Answer 1:

Yes. Refer to Section No. 1 – Information for Bidders, item 1.9 for Bonding Requirements.

Please note that the bid submission must be accompanied by a digital Bid Bond and a digital Agreement to Bond, as specified.

All other terms and conditions remain the same.

Bidders shall acknowledge all addenda when submitting their bid through the Bidding System.

End of Addendum No. 2

Corporate Services - Purchasing

Town of Milton

Email: purchasing@milton.ca

Section No. 4

Special Provisions

for

Contract Items

SPECIAL PROVISIONS

1. PROJECT DESCRIPTION

The project consists of HVAC equipment replacement in 2 Facilities: Milton Town Hall (located at 150 Mary Street) and Milton Fire Station 2 (located at 2665 Reid Side Road).

The contract will be awarded to the lowest compliant bidder who meets the mandatory requirements, scope of work outlined in this Request for Tender, and satisfactory references and experience. The Town reserves the right to not award the Tender, due to insufficient budget.

2. SUMMARY OF SCOPE

The detailed scope of work is described in the attached Consultant's Drawings and Specifications. The work can be *generally summarized* as follows:

BASE BID

Milton Town Hall

- Replacement of two 20 Ton CRAC (Computer Room Air Conditioning) units, start-up and reports
- Replacement of a 1.5 Ton split AC unit, all new refrigerant piping, testing, start-up and report
- Investigation of existing indoor refrigerant piping for CRACs
- New Refrigerant piping on the roof and testing of entire refrigerant line for CRACs
- Required accessories, ductwork, plumbing connections, supports, electrical feeds, controls wiring, BAS wiring
- Rigging, hoisting of equipment
- Closeout documents, Instructions/training to owner regarding operation of CRAC units

Milton Fire Station 2

- Addition of a 3 Ton ductless split AC unit

General / Common to both Facilities:

- New supports for equipment; roofing scope for new supports, roof penetrations as required
- Installation of roof protection
- Interior hoarding /dust barriers / dust mitigation measures for comfort of occupants and protection of sensitive equipment
- site protection and construction signage as required
- Removal, re-installation of architectural elements such as hand rails, door frames, ceiling tiles, raised floor tiles to allow access and accommodate installation of CRAC units.
- Alteration of walls and ceilings to suit the installation, making good all areas affected by the work
- Cleaning and disposal of all equipment, waste and debris
- Integration of existing AC unit and new AC unit to single thermostat for lead/lag, duty/standby operation and demonstration of this feature to owner.
- All necessary work related to controls that is not the work of Johnson Controls. Bid Price shall include all related work necessary for a fully functional system.

CASH ALLOWANCES

CA-1 Milton Town Hall – BAS Allowance

- For integration of CRAC units to the existing Johnson Controls BAS system.

3. CONTRACTOR'S QUALIFICATIONS

It is the intent to receive pricing from HVAC contractors with proven experience in installing air conditioning equipment in mission critical environment. Contractors must demonstrate experience installing precision air conditioning in mission critical clean room environments, as well as installing Vertiv Thermal Units in operating Data Centres / Computer Rooms.

Mandatory Requirements:

In order to be successful, the Bidder must meet all of the following mandatory requirements. Bid(s) not meeting one or more of the following mandatory requirements will be disqualified.

- a) The Bidder, or their Sub-contractor, that will be installing the Vertiv equipment must be a current Vertiv Certified Thermal Service Partner (be factory trained and certified on servicing Vertiv Thermal units). At the time of bid submission, Bidders are to confirm that they comply with this requirement where indicated in the bidding system. If the Bidder plans to engage a Sub-contractor for the installation of the Vertiv equipment, the Bidder must

properly fill out Statement C - List of Subcontractors - with the name of the certified installing contractor.

After bid closing, if requested by the Town, the Bidder must provide, within 48 hours, a copy of their own or their Sub-contractor's current service contract with Vertiv as proof to confirm that the Bidder or their Sub-contractor is a Vertiv Certified Thermal Service Partner. Failure to provide the documentation, if requested by the Town, in a timely manner will result in disqualification.

- b) Bidders must submit "Statement A - Bidder's Experience" with the bid submission listing their principal projects completed in the last five (5) years that best represent the Bidder's comparable experience. Projects must demonstrate experience installing Vertiv Thermal Units in operating critical Data Centres / Computer Rooms. Selected projects must be similar in scope, size and complexity.

It is the Bidder's responsibility to demonstrate prior experience and performance on other contracts that are comparable to the current project in scope and value. Only contractors that the Town deems to be fully qualified will be considered for award of this Tender. The Town reserves the right, in its sole discretion, to disqualify a bid submission where in the opinion of the Town or its professional advisors, the Bidder does not possess the experience and/or technical personnel and/or other resources that may be necessary to carry out the scope of work and obligations of the Tender.

The Town reserves the right to contact the references provided on Statement A to verify the information provided and to assess overall experience. Bidders should ensure that their references are prepared to provide a response if contacted by the Town.

As part of the tender submission, the following completed forms are to be submitted:

- Statement A – Bidder's Experience – Similar Projects Completed & Referrals
 - Statement A has been provided as a separate download in Word format. Bidders are to complete, and submit Statement A as a document upload in the bidding system.
- Statement B – Bidder's Senior Staff – to be completed in the bidding system
- Statement C – List of Subcontractors – to be completed in the bidding system

4. PROJECT SCHEDULE

Refer to Sections 2 and 3 of the Contract for Time, Progress of the Work and Time for Completion detailed requirements. Time is of the essence for this project.

A project start-up meeting will be scheduled for 2 weeks after notification of award. Contractor is to bring to this meeting a preliminary & high level schedule for discussion.

A final construction schedule is to be submitted by the Contractor 1 week after the start-up meeting.

Shop drawings are to be submitted *no later than 4 weeks* after notification of award.

The entire scope of this project **must be substantially performed and tested no later than April 30, 2025.**

The Contractor is required to coordinate trades, suppliers, shop drawing approvals and procurement of materials ahead of time to make the above project deadlines viable.

The construction schedule must show a detailed breakdown of the work of all trades indicating sequence, milestones, and critical dates. The schedule must include the Contractors' reasonable expectations for preparation, submittal and approval of shop drawings, ordering and delivery times and long-delivery items. The schedule must also take into consideration working around the Facility daily operations. Any planned system shut-downs or any disruptions to the Facility operations must be clearly identified in advance and approved by the Town.

The Contractor will be held accountable for performing the work in accordance with the approved construction schedule. Alterations to the schedule could affect the Town's programs and may not be approved by the Town.

5. CONTRACTOR'S WORK AREA

The Contractor is responsible to provide security & safety in the work area during construction.

The Contractor shall be responsible for the rectification of any damage caused to Town's property by their forces or subcontractors to the satisfaction of the Town of Milton.

The work and work areas shall be kept in a clean and clutter-free state at the end of each working day and shall not interfere with the daily operation of the Facility.

Construction dust, noise and odour shall be controlled as not to disturb the building users. The Contractor is expected to thoroughly plan for and include in the bid price, strategies to mitigate disturbance to the building occupants. Dust, debris and odours will not be tolerated in any occupied areas, ducts, vents and equipment. Noise shall be kept to a minimum. The Contractor is required to plan for adequate ventilation of confined areas, separated from the building ventilation system. Contractor shall protect all openings (including HVAC diffusers, returns, doors and other openings leading to equipment sensitive to dust).

The site shall be cleaned up daily, any debris left in public areas shall be removed immediately.

Material Safety Data Sheets for all WHMIS regulated products brought into the Facilities shall be provided to the Facility's operation manager minimum 48hrs in advance.

Item 3.72 of the Section No. 3 – General Conditions Supplemental is hereby deleted. An office for the Engineer's exclusive use is not required.

The Contractor is responsible for their own construction site office if so required by the nature of their work or by the Occupational Health and Safety Act.

The Contractor is allowed to use the existing power and water from the building, however, the Contractor is responsible for the access to that power or water and any temporary connections that the work may require. Use of power shall be made in way to not affect the building's security and daily operations.

Contractors are not permitted to use building washrooms during construction. Portable washrooms shall be included as part of the bid.

Space for construction material storage is not available in any of the Facilities. Contractor is responsible to obtain and pay for storage containers for its own use and storage of general construction tools and materials. Obtain approval for location prior to placing storage containers within the property.

Contractor is responsible for their own disposal bins. The Facility shall be kept clean and free of clutter/debris at all times. Use of Facility's disposal bins is not permitted. Disposal bins shall be fenced and locked to prevent tampering and shall be placed in a way to not affect the Town's operations, programs and events.

Contractor is to bring all tools and equipment necessary to perform the work. Contractor's crews are not allowed to borrow any equipment or tools from the facility.

6. WORK COORDINATION WITH BUILDING DAILY OPERATIONS

The building is occupied and will operate normally during construction.

The Contractor is expected to plan their work in a way to not disrupt any operations or programs.

The Contractor shall propose phasing plans as necessary to ensure that the work produces minimal effect on the operations.

The Contractor is responsible for guaranteeing that building occupants have a working environment free of dust and debris. All dust or debris produced by the work must be confined to the hoarded area and cleaned by day's end. If the dust or debris travel to other areas of the office, those areas shall also be cleaned by day's end. The Contractor will be held accountable for the quality of cleaning.

The work of this tender involves replacement of air conditioning equipment that cools the Main Data Centre at Town Hall and a Server Room at Fire Station 2. Both rooms house sensitive computer server equipment.

The Contractor is expected to anticipate how the work may affect the server equipment and the building users and include *all provisions necessary to guarantee the safety of the equipment and comfort of building users*, as well as the continuity of operations and programs during the construction. The price for such provisions shall be included in the bid price.

The Contractor must ensure that:

- **Temperatures inside the server rooms are maintained below 21 Celsius during shut-downs. One CRAC unit shall be ready for operation at all times. Units' replacement shall be performed in two phases.**
- **No dust reaches the server equipment; dust must be exhausted out of the room in a controlled environment or be effectively cleaned by air recyclers**
- **No fumes spread to the office areas of the building**
- **Staff occupied areas remain free of dust, debris, odours and fumes at all times**

Contractor to ensure the work is performed in the shortest possible time to minimize disruptions to the users.

Construction lay-down areas shall be marked on a plan by the Contractor and submitted to the Town and Consultant for approval.

Should a general power shut-down be required that disrupts the operations of the Facility, such task shall be identified ahead in the construction schedule and approved by the Town.

All parking and access to parking shall remain accessible to the building users except for the agreed staging area location.

Maintain all access, fire routes, exits and other life safety components of the building at all times. Adhere to the Ontario Ministry of Public Safety and Security's "*Guidelines for Maintaining Fire Safety During Construction in Existing Buildings.*"

The General Contractor must be able to meet the agreed schedule taking all the above into consideration without compromising the quality of work. The Contractor must plan to conduct the construction within the time frame given, to phase work as required, to coordinate sub-trades, and to accommodate changes for unforeseen building conditions with minimal impact to the completion date.

In addition to the safety requirements of the Occupational Health and Safety Act, the Contractor shall be cognizant of how their work will affect the building users and the public. The Contractor shall provide public advertising signs, delineate areas around work, indicate alternative paths for patrons, make the construction area clearly defined and/or inaccessible to help users understand and navigate the property during construction. Contractor shall plan and price for use of barricades, posts, fences and enclosures that are safe and secure. If scaffold is used, its first (ground) level must be closed with solid plywood with a lockable door. All provisions must be effective in advertising, directing and/or keeping the public away from the construction areas to the satisfaction of the Town.

7. SITE EXAMINATION

Thoroughly examine the drawings, specifications and the site taking into consideration the existing conditions for a complete understanding of the scope of work. **It is the responsibility of bidders to familiarize themselves with the site.** The Contractor will be held to have carefully examined all conditions affecting the site, the work to be done there on, including the location of all services which may have to be protected, removed or relocated. Bidders shall take own measurements and anticipate challenges prior to submitting a bid. Submission of Tender shall be deemed confirmation that tenderer is thoroughly conversant with existing conditions and how they may affect the work. No claims for extras will be entertained for the

execution of extra work, expense, or difficulties that were visible or reasonably inferable from an examination of the site prior to submitting a bid.

8. PROTECTION OF EXISTING ROOFS & ASSEMBLIES

The Contractor shall take all necessary provisions to maintain warranties of the sections that are not under construction and ensure that the ‘existing to remain’ roofs and assemblies are not damaged, nor the structure overloaded during construction. Obtain and follow guidelines from the original roof installer to protect existing assemblies during installation.

At a minimum, the Contractor is required to:

- Provide traffic protection with one layer plywood covering all worker’s traffic areas (path). Workers shall not walk directly on roof assemblies.
- Protect all utility lines and equipment present on the roof
- No equipment, tools or materials shall be stored on the roof or on the plywood protection at any time.
- No materials shall be stacked on the roof and no substances spilled.
- Uninstalled roof top units, curbs, parts and equipment shall not rest on the roof at any point.
- Existing equipment shall be lifted and completely removed from the building before new equipment is placed to avoid overstress on structure and damage to the roof assembly.

Prior to work start, a photographic record of the ‘existing to remain’ roofs will be generated jointly by the Contractor, Owner and Consultant.

Damages:

If during the installation it becomes apparent that any ‘existing to remain’ assemblies were damaged as a result of the work of this Contract, the Consultant will assess the damages and make recommendations for repairs. Consultancy costs due to damage shall be paid by the Contractor. Roof repairs due to damage shall be carried out in accordance with the Consultant’s recommendations, manufacturer’s warranty requirements and shall be carried out by a manufacturer’s approved installer.

9. SUPERVISION OF THE WORK

Read in conjunction with clause 3.47 of Section 3 – Supplemental Conditions.

The Contractor's authorized representative shall be a qualified, competent and experienced Site Supervisor employed with the Contractor's firm. Use of a sub-contractors' staff as a Contractor's representative will not be accepted. The Site Supervisor shall be on site at all times when work is taking place. The Site Supervisor shall be appointed by the Contractor at project start and shall be the same throughout the duration of the project. No staff substitutions shall be made without Owner's approval. The Owner reserves the right to review the proposed Site Supervisor's qualifications and reject unqualified staff for the project.

10. SHOP DRAWINGS AND SUBMISSIONS

Submit all shop drawings to Consultant for review no later than 4 weeks after notification of contract award.

Include shop drawing/sample submittal/approval timelines in the construction schedule. Coordinate shop drawing/sample process and allow for sufficient time for review, in order to not delay schedule.

11. CASH ALLOWANCES

Cash Allowances have been included as part of the Contract Price. The Contractor is to retain and manage designated vendors or subcontractors, as applicable, for the work of the cash allowances.

Contractor's overhead and profit in connection with cash allowances must be included in the Contract Base Price *and not* within the cash allowance.

Payment for cash allowances will be made on direct amounts billed by the designated vendors/subcontractors with proper backup.

12. PAYMENT FOR COMPLETED WORK, DEFICIENCIES

Clauses GC 8.02.03 and 3.59 – Advance Payment for Materials are hereby deleted.

Materials and equipment will not be paid in advance for. The Town will only pay for completed work, i.e. installed equipment and material that is fully operational, has been tested, reviewed by Consultants and is free of deficiencies.

If there are deficiencies in portions of the work, those portions of the work will be considered incomplete and, therefore, will not be paid for, until all deficiencies have been addressed, to the satisfaction of the Town.

13. ALTERNATIVE PRODUCTS, SUBSTITUTIONS

Section 2, GC5.04 and Section 3, Item 3.85 Substitutions are hereby deleted. Substitutions will not be accepted for this project.

The Liebert DS equipment must be purchased through a Vertiv Certified Distributor or drop shipped directly from Vertiv. Only Vertiv manufactured parts are to be used in the installation of the DS units.

At the time of bid submission, Bidders are to confirm that they will be able to comply with this requirement where indicated in the bidding system.

14. CLOSE OUT DOCUMENTS, OPERATION & MAINTENANCE MANUALS

The Contractor will turn over to the Owner at the completion of the contract, and prior to final payment application, a softcopy of the project close out documents.

The close-out documents are part of the work. The work will not be considered substantially complete until close-out documents have been submitted.

Refer to Consultant's specifications for specific submission requirements and include all section specific documentation in the close-out binders.

The close-out set of documents shall include:

- Table of contents
- Contractor's contact information including phone number for warranty repairs
- Contact list for all subcontractors and suppliers associated with the project
- Contractor's 2 year general Warranty Letter
- Manufacturer's extended warranties accompanied by product specific purchase order
- Copy of the Substantial Performance Certificate issued by the Consultant, a copy of the publication or a copy of the Declaration of Last Supply, whichever is applicable.
- Shop drawings
- Operations, Maintenance and Care manuals
- As-built drawings produced by the Contractor. As-builts shall include all changes to the project and any site variations.

Provide extra stock of materials as specified. Collect and organize spare parts, tools and loose accessories as applicable to materials and equipment. Label all extra stock and present to Owner prior to project hand-over