

<b>REQUEST FOR TENDERS (“RFT”)</b>	
Requirement	Grand Valley & District Community Centre Expansion
RFT#	RFT2025-001
Issued By	The Corporation of the Town of Grand Valley (the “Town”) 5 Main St. N., Grand Valley, Ontario L9W 5S6
Issue Date	January 13, 2025
Bidding System	Bids&Tenders <a href="https://townofgrandvalley.bidsandtenders.ca/">https://townofgrandvalley.bidsandtenders.ca/</a>
RFT Documents	RFT documents are accessible via the Bidding System. Potential bidders need to create an account on the Bidding System and register for this RFT.
Pre-Bid Meeting	<p>A mandatory pre-bid meeting will be held at the Grand Valley &amp; District Community Centre, 90 Main Street North, Grand Valley at <b>11:00 AM ET on January 20, 2025</b>. The pre-bid meeting must be attended in person.</p> <p>Attendance at the pre-bid meeting is required. Potential bidders <u>must</u> attend to be eligible to submit a bid.</p> <p>Potential bidders must confirm their intent to attend the Pre-Bid Meeting by emailing the Town Contact identified below. Additional details will be provided to confirmed participants.</p>
Bidder Questions	Questions related to this RFT must be submitted through the Bidding System.
Deadline for Questions	The Town will respond to questions received by <b>5:00:00 PM ET on January 30, 2025</b> .
Bid Submission	Bids must be submitted electronically via the Bidding System.
Submission Deadline	Bids must be received by the Bidding System by <b>2:00:00 PM ET on February 6, 2025</b> .
Town Contact	<p>Meghan Townsend at <a href="mailto:mtownsend@townofgrandvalley.ca">mtownsend@townofgrandvalley.ca</a></p> <p>The Town Contact should be used only where specified in this RFT. Questions about the RFT must be submitted through the Bidding System.</p>
Contract Award Date	The Town anticipates that the contract will be awarded in February 2025.
Contract Term	The Contract Term is specified in the Scope of Work in Part 2 of this RFT.

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SCHEDULE 1 – BIDDER'S WORKBOOK

**PART 1: RFT PROCESS**

**1. Introduction**

The Town is seeking Bids from suppliers of the goods and/or services detailed in the Scope of Work in Part 2 for the Renovation work at the Grand Valley and District Community Centre.

**2. Definitions**

In this RFT document:

“Bid” or “tender” means a submission by a potential Contractor in response to this RFT.

“Bidder” or “tenderer” means a potential Contractor that submits a Bid.

“Contractor” means a selected Bidder that enters into a contract with the Town to provide the Work.

“Work” means all the goods and services to be provided by the Contractor, as specified in the Scope of Work.

Other capitalized terms have the meanings assigned on the cover page of this RFT document.

**3. RFT Overview**

This RFT is comprised of the following parts:

Part 1: RFT Process	This part describes the competitive process and provides instructions for submitting a bid.
Part 2: Scope of Work	This part sets out the Scope of Work that form part of the contract. It describes the Work that the Contractor will be expected to provide or perform and includes insurance and contract security requirements.
Part 3: Contract	This part includes the contract for the Work.
Schedule 1: Bidder’s Workbook	This Schedule summarizes the bid evaluation and ranking method and consolidates all the requested information to be submitted by the Bidders in response to the RFT. It includes any forms that the Bidders must submit with their Bids and/or copies of any forms that are to be completed by the Bidders online in the Bidding System.

#### **4. Binding Offers**

This RFT requests binding offers from Bidders to provide the Work in accordance with the Scope of Work in Part 2 and the terms and conditions of the Contract in Part 3. By submitting a Bid, a Bidder accepts to be bound by all the terms and conditions of this RFT. Bidders are advised to carefully review the Bid Process Terms and Conditions set out in the Submission Form in Schedule 1.

Submission of Bid shall be deemed to be a full acceptance of the terms of the Contract in Part 3. Bidders who wish to propose substantive changes to the Contract in Part 3 must request changes prior to the Deadline for Questions, as noted on the cover page of this RFT. If the Town is agreeable to making a change, it will be made by way of an Addendum.

#### **5. Pre-Bid Communications and Addenda**

- **Questions**

Potential Bidders should submit any questions prior to the Deadline for Questions. Questions related to this RFT must be submitted through the Bidding System.

If there is anything in this RFT that is unclear or raises any concerns, potential Bidders should ask for clarification or explanation. Questions must be submitted before the Deadline for Questions, to allow time for responses to be posted before the Submission Deadline.

- **Response to Bidder's Questions**

Responses to questions received by the Deadline for Questions will be provided through an addendum posted on the Bidding System. Addenda that are posted will include questions and answers, but will not identify the Bidders that submitted the questions.

The Town will make reasonable efforts to provide Bidders with written responses to all questions; however, the Town may edit questions for clarity, exclude questions that are either unclear or inappropriate, and provide a single answer to similar questions posed by multiple Bidders.

- **Additions or Changes to RFT**

If the Town needs to make any additions or changes to the RFT, they will be made through an addendum posted on the Bidding System. Each addendum forms an integral part of this RFT and may contain important information and significant changes to this RFT. Bidders are solely responsible for obtaining all addenda and it is important that potential Bidders check the Bidding System for addenda right up until the Submission Deadline.

## 6. Bid Preparation

- **General Requirements**

Bidders should use the Bidder's Workbook in Schedule 1 to organize and submit the requested information. To be considered, Bids must:

- (a) be written in English;
- (b) respond to the Town's requirements; and
- (c) include all requested pricing information in Canadian dollars.

- **No Assumptions, Contradictions, Restrictions or Qualifications**

Bidders should not make assumptions about the Town's requirements when preparing their Bid. If more information is needed Bidders should submit their questions prior to the Deadline for Questions.

The Bid must not contradict this RFT or be restricted or qualified in any manner, including, without limitation, with a statement in a covering letter. Any Bid containing conflicting statements, restrictions or qualifiers may be rejected by the Town as non-compliant.

If the Bid is not rejected, any conflicts, restrictions, assumptions and qualifiers appearing anywhere in the Bidder's submission package are null and void and of no effect and, as a condition of approving the Bid, any such conflicts, assumptions or qualifiers will be removed from the Bid without any change in pricing prior to its incorporation into the Contract.

- **Equivalents (if applicable)**

When a component of the Work is specified by its trade or other name (whether such name is followed by the phrase 'or approved equivalent' or not), the Town will consider Bids proposing equivalent goods or services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the Town's sole and absolute discretion. Bidders should request the Town's opinion on the acceptability of an equivalent good or service prior to the Deadline for Questions to receive a determination in advance of the Submission Deadline and avoid unnecessary investment in Bid preparation effort.

- **Multi-Party Bids**

Bids may contemplate performance of the Work by a multi-party team, meaning two or more separate companies or businesses working together to perform the Work. In such cases, the Bid should clearly describe the proposed roles and responsibilities of each team member and must clearly identify one member of the multi-party team as the "Bidder".

The Bidder will be the primary contact for all communications with the Town during the Bid submission and evaluation process and, if selected, the contract finalization process. If

successful, the Bidder will be the legal entity that will contract with the Town and will assume the full responsibility under the contract for the performance of all team members' obligations in providing the Work.

## **7. Bid Submission**

Bidders must submit their Bids through the Bidding System. Bidders may edit and resubmit their Bid Submission prior to the Submission Deadline and may withdraw their Bid at any time. Bidders are responsible for making sure their Bid is fully received by the Bidding System prior to the Submission Deadline and are advised to allow sufficient time to resolve any technological issues that may arise. If any technical questions or issues arise, the Bidder should contact the Bidding System's technical support for assistance.

When submitting a Bid, the Bidder must acknowledge receipt of all addenda that have been posted. If an addendum is posted after a Bidder has already submitted their Bid, the Bidding System will automatically withdraw the Bid and change the status of the Bid to "incomplete". In such cases, the Bidder is required to review the addendum, make any necessary changes to their Bid, acknowledge the addendum in the Bid Submission Form and resubmit the Bid before the Submission Deadline.

## **8. Bid Evaluation and Ranking**

After the Submission Deadline has passed, all Bids that are received on time will be checked for completeness and compliance with the submission requirements. All compliant Bids will be evaluated and ranked in accordance with the following steps:

### **8.1 Mandatory Requirements**

Bids will be reviewed to ensure they meet mandatory requirements. Bidders must confirm compliance with the mandatory requirements set out in the Mandatory Requirements Form in the Bidder's Workbook in Schedule 1 and submit any information required to demonstrate compliance. If a Bidder confirms compliance with a mandatory requirement and the response is found to be inaccurate or misleading, the Bid may be disqualified. If a mandatory requirement is not satisfied, the Bid will be disqualified and will not proceed any further.

### **8.2 Financial Bid Evaluation**

Bidders must provide all requested pricing information in accordance with the instructions in the Financial Bid Form in the Bidder's Workbook in Schedule 1. The Total Bid Price will be used to determine the lowest priced Bid.

### **8.3 Ranking**

Bidders will be ranked based on the lowest price. In the event of a tie in lowest price, the top-ranked Bidder will be determined by a coin toss.

Once the Bids have been evaluated and ranked, the top-ranked Bidder will be selected and the Town will proceed to the pre-contract verification stage described below.

## **9. Pre-Contract Verification**

Prior to finalizing the contract with the selected Bidder, the Town may verify the information provided in the selected Bidder's Bid and confirm the selected Bidder's ability to perform the contract.

The Town may choose not to contract with the selected Bidder if the Town becomes aware of information that indicates it would not be in the public interest, such as evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance.

- **Verification of Experience and Qualifications**

The Town will check the selected Bidder's references using the process described in the References Form in the Bidder's Workbook.

The Town may also consider the selected Bidder's past performance or conduct on previous contracts with the Town and may contact third parties in addition to references provided by the Bidder to verify the experience and qualifications described in the Bidder's Bid.

The Town may choose not to contract with any Bidder that fails the reference check, has a history of poor past performance or has misrepresented its experience or qualifications.

- **Verification of Pricing**

The selected Bidder may be asked to provide additional breakdown of its pricing.

If the selected Bidder's pricing appears to be abnormally low, the Bidder may be required to provide a detailed explanation of the pricing information and confirm that all requirements have been taken into account. This may require the Bidder to provide invoices from other projects where the prices were applied, or to otherwise justify and explain its cost structure, including Bidder's actual costs, assumed profit and overhead. The Town may choose not to contract with any Bidder that is unable to account for the abnormally low pricing to the satisfaction of the Town.

If the selected Bidder's pricing appears to be unbalanced (i.e. pricing is abnormally low for some elements or phases of the Work and abnormally high for other elements or

phases of the Work), the Bidder may be asked adjust the allocation of costs to ensure pricing is balanced across different elements and phases of Work. The Town may choose not to contract with any Bidder that is unable to correct unbalanced pricing to the satisfaction of the Town.

### **9.3 Verification of Workplan and Schedule**

The selected Bidder may be asked to confirm its workplan and schedule for completion of the Work. If the Scope of Work includes specific delivery or completion deadlines, the Town may choose not to contract with any Bidder that is unable to confirm its ability to meet those deadlines.

## **10. Award of Contract (No Negotiation)**

Following successful completion of the pre-contract verification process, the selected Bidder will be sent a notice of selection and asked to enter into a contract with the Town based on the Contract in Part 3 of this RFT.

The Town may clarify certain aspects of the contract however the terms and conditions of the Contract are not negotiable and no substantive changes will be made.

The selected Bidder is expected to enter into the Contract and provide proof of insurance and any contract performance security that is required under Part 2 of this RFT within 10 days of the selection notice. If the selected Bidder does not enter into the contract and provide proof of insurance and any required contract performance security within 10 days of the selection notice, the Bidder will forfeit any bid security provided and the Town may select the next ranked Bidder or cancel the RFT process.

## **11. Next-Ranked Bidder Prequalification**

The Bidder ranked behind the successful Bidder will be prequalified to supply the Work for a period of six (6) months following contract finalization with the successful Bidder. Should the contract be terminated within six (6) months of the effective date, the next-ranked Bidder may be invited, but is under no obligation, to enter into a contract based on the prices and other information set out in their Bid.

## **12. Notification and Debriefs**

After the Town has entered into a contract for the Work, a notice of award will be posted to notify unsuccessful Bidders. Upon request, the Town will provide unsuccessful Bidders with a debrief to discuss strengths and weakness of the Bid and explain why the Bid was not successful. Information about the other Bidders or their Bids will not be discussed. Bidders should submit a request a debrief to the Town Contact within 30 calendar days of the award notice.

### **13. Complaint Resolution**

Any Bidder that has questions or concerns about the outcome of the RFT process should request and attend a debrief. If, following the debrief, the Bidder wishes to challenge the Town's decision in respect of any material aspect of the RFT process, the Bidder should submit a written complaint to the Town Contact identified on the cover page of this RFT within five (5) business days of attending the debrief.

Any complaint must be in writing and shall include the following details:

- (a) A precise statement of the relevant facts;
- (b) An identification of the decision being challenge and the issues to be resolved;
- (c) A clear summary of the Bidder's position and supporting documentation; and
- (d) The Bidder's requested remedy.

The Town will review and respond to the Bidder's complaint within twenty (20) business days.

## **PART 2: SCOPE OF WORK**

The general project scope of work involves a new dressing room addition to the north side of the arena at the Grand Valley and District Community Centre. The work will involve interior renovations to the existing facility to support the renovation work including but not limited to siding and liner panel improvements, existing corridor modifications, existing change room modifications, and office / staff washroom facility renovations. The scope of work also requires the modifications to the site to accommodate the new addition along with new site servicing to accommodate the addition to the facility. Please refer to the drawings and specifications for the complete project scope of work and requirements for the project.

The construction of this project will be completed while the project occupancy in the areas where construction is not occurring. The successful general contractor will be required to work closely with the Town staff to appropriately stage and separate the construction zones from the occupied areas within the building. The construction zones shall be isolated from the public and occupied parts of the facility with full height dust tight hoarding. Plywood on studded walls is required for this project scope of work.

Detailed drawings and specifications are provided separately.

### **INSURANCE AND CONTRACT SECURITY REQUIREMENTS**

The following insurance and contract security requirements apply to and form part of the contract:

#### **Insurance Requirements**

The Contractor shall maintain the following insurance coverage in accordance with section 15 of the Contract Terms:

**Commercial General Liability insurance**, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than **\$2,000,000** per occurrence, an aggregate limit of not less than **\$2,000,000**, within any policy year with respect to completed operations, and a deductible of not more than **\$100,000**. This policy shall include but not be limited to:

- (a) Name the Town as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability

- (h) Owners and Contractors Protective
- (i) Broad Form Property Damage
- (j) Non-owned automobile liability
- (k) The policy shall include 30 calendar days' notice of cancellation.

**Contract Security Requirements**

Contract security is required in the form of:

- (a) Performance Bond in the amount of **50%** of the total contract price; and
- (b) Labour Materials Payments Bond each in the amount of **50%** of the total contract price

Bonds must be issued by a reputable surety company authorized to do business in the Ontario.

**Contract Security to be Held until Warranty Expiration.** The contract security may be held by the Town until the warranty period under the contract has expired.

**PART 3: CONTRACT**

The Standard Contract will be CCDC 2 – 2020 Stipulated Price Contract, subject to the following Amendments and Supplementary Conditions:

**AMENDMENTS TO AGREEMENT**

**ARTICLE A-5 – PAYMENT**

- .1 In paragraph 5.1.1 of Article A-5 add the following words to the end:  
“or, where there is no Payment Certifier, jointly by the Owner and Contractor”

**ARTICLE A-6 – RECEIPT AND ADDRESSES FOR NOTICES IN WRITING**

- .1 Delete paragraph 6.5 of Article A-6 in its entirety and replace it with the following:  
“6.5 Contact information for a party may be changed by Notice in Writing to the other party setting out the new contact information in accordance with this Article.”

**AMENDMENTS TO DEFINITIONS**

- .1 Add the following definition: Proper Invoice  
“Proper Invoice means a “proper invoice” as defined in the Payment Legislation, if any, and as may be modified by written agreement between the parties to the extent permitted by such Payment Legislation.”
- .2 Add the following definition: Submittals  
“Submittals are documents or items required by the Contract Documents to be provided by the Contractor such as:
- Shop Drawings, samples, models, mock ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work, and
  - As-built drawings and manuals to provide instructions to the operation and maintenance of the Work.”

**SUPPLEMENTARY CONDITIONS**

*PART 1 GENERAL PROVISIONS*

**GC 1.1 CONTRACT DOCUMENTS**

- .1 Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:  
“1.1.3 The Contractor shall review the Contract Documents for the purpose of facilitating and co-ordination and execution of the Work by the Contractor. The Contractor shall report promptly to the Consultant any ambiguities, design issues or other matters

requiring clarification made known to the Contractor or that the Contractor may discover from such a review. Such review by the Contractor shall comply with the standard of care described in paragraph 3.9.1 of the Contract.

1.1.4 Except for its obligation to review the Contract Documents and report the result pursuant to paragraph 1.1.3, the Contractor is not responsible for ambiguities, design issues or other matters requiring clarification in the Contract Documents and does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. Without limiting the foregoing, the Contractor shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the Contract Documents which the Contractor could not reasonably have discovered from such a review in accordance with the standard of care. If the Contractor does discover any ambiguities, design issues or other matters requiring clarification in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received modified or additional information from the Consultant. The impacts of any ambiguities, design issues or other matters requiring clarification in the Contract Documents, including to the Contract Price and Contract Time, shall be addressed by the parties in accordance with Part 6 – CHANGES.”

.2 Add the following to the end of subparagraph 1.1.6.2:

“Except to the extent the Consultant is indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4 and 9.5.3.4 and in paragraph 13.1.3.”

## *PART 2 ADMINISTRATION OF THE CONTRACT*

### *GC 2.2 ROLE OF THE CONSULTANT*

.1 In paragraph 2.2.3 add the following to the end:

“Without limiting the foregoing, the Consultant may appoint one or more authorized representatives in writing who may fulfill the obligations of the Consultant under this Contract.”

.2 In paragraph 2.2.8 add the words “, written statements” after the word “interpretations” in both the first and second sentences; and

i. add the following to the end of paragraph 2.2.8:

“The Owner and the Contractor shall waive any claims against the Consultant arising out of its making of any interpretations, written statements or findings in accordance with paragraphs 2.2.6, 2.2.7, 2.2.8, and 7.1.2, but only to the extent that any such interpretations, written statements, and findings are made by the Consultant in an unbiased manner, and in accordance with the Consultant’s professional standard of care at law.”

.3 In paragraph 2.2.13 add the words “which are provided” before the words “by the Contractor”.

#### GC 2.4 DEFECTIVE WORK

.1 In paragraph 2.4.1:

i. Add after the words “shall promptly correct” the phrase “in a manner acceptable to the Owner and the Consultant”; and

ii. Add after the words “Contract Documents” the phrase “or work that the Contractor discovers to be defective, whether or not the defective work had been identified by the Consultant, and”.

.2 Add new paragraph 2.4.4 as follows:

“2.4.4 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day-to-day operation of the Owner.”

#### *PART 3 EXECUTION OF THE WORK*

##### GC 3.1 CONTROL OF THE WORK

.1 Add new paragraph 3.1.3 as follows:

“3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the Contractor shall immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the affected work.”

##### GC 3.2 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

.1 Add new paragraph 3.2.7 as follows:

“3.2.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.4, that items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work.”

##### GC 3.7 LABOUR AND PRODUCTS

.1 Add the following to the end of paragraph 3.7.1:

“The Contractor represents that it has sufficient skilled employees to replace, subject to the Owner’s approval, acting reasonably, its designated supervisor and project manager in the event of death, incapacity, removal or resignation.”

.2 Add new paragraphs 3.7.4 and 3.7.5 as follows:

“3.7.4 The Owner shall provide the Contractor in a timely manner with all relevant information (including storage, protection, and installation requirements) regarding Products to be supplied by the Owner or other contractors and, prior to delivery of any such Products to the Place of the Work, the Owner shall obtain the Contractor’s written approval of the delivery date and proposed storage, protection and installation requirements.

3.7.5 Once the Contractor has accepted delivery of Products, the Contractor shall be responsible for the safe storage and protection of Products as required to avoid dangerous conditions or contamination to the Products or other persons or property. Products shall be stored in locations and at the Place of the Work to the satisfaction of the Owner and the Consultant as agreed and approved by the Contractor pursuant to paragraph 3.7.4.

Notwithstanding the foregoing, the Contractor shall not be responsible for any Products supplied by the Owner or other contractors unless:

- (i) the Contract Documents expressly stipulate that such Product is to be the Contractor’s responsibility and to be installed by the Contractor as part of the Work;
- (ii) the Contractor has or has received from the Owner proof of insurance coverage sufficient, at a minimum, to cover the replacement cost of such Product; and
- (iii) the Owner obtained the Contractor’s approval as required by paragraph 3.7.4.”

#### GC 3.8 SHOP DRAWINGS

.1 Add the words “AND OTHER SUBMITTALS” to the title of GC 3.8 after the words “SHOP DRAWINGS”.

.2 Add the words “and Submittals” after the words “Shop Drawings” in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, 3.8.6, and 3.8.7.

.3 Delete paragraph 3.8.2 in its entirety and replace it with new paragraph 3.8.2 as follows:

“3.8.2 Prior to the first application for payment, the Contractor and the Consultant shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and Submittals in an orderly sequence.”

.4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the Work” and replace them with the words “within 10 Working Days or such longer period as may be reasonably required” in paragraph 3.8.7.

#### GC 3.9 PERFORMANCE BY CONTRACTOR

.1 Add new General Condition GC 3.9 as follows:

##### “GC 3.9 PERFORMANCE BY CONTRACTOR

3.9.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor’s obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.”

#### *PART 4 ALLOWANCES*

##### GC 4.1 CASH ALLOWANCES

.1 Delete paragraph 4.1.7 in its entirety and replace it with the following:

“4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant a schedule indicating the times within the construction schedule referred to in GC 3.4 that items called for under cash allowances are required to be delivered to the Place of the Work to avoid delaying the progress of the Work.”

.2 Add new paragraph 4.1.8 as follows:

“4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work to be paid for from cash allowances.”

#### *PART 5 PAYMENT*

##### GC 5.4 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Delete all paragraphs of GC 5.4 in their entirety and replace them with the following paragraphs:

“5.4.1 When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the Place of the Work a designated portion thereof which the Owner agrees to accept separately is substantially performed, the Contractor shall, within five (5) Working Days, deliver to the Consultant and to the Owner a comprehensive list of items to be completed or corrected, together with a written

application for a review by the Consultant to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.

5.4.2 The Consultant will review the Work to certify or verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the Contractor's application:

- .1 advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or
- .2 state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate and issue a copy of that certificate to each of the Owner and the Contractor.

5.4.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the Owner shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the Place of the Work, place the holdback amount in a bank account in the joint names of the Owner and the Contractor.

5.4.4 Subject to the requirements of any Payment Legislation, all holdback amounts prescribed by the applicable lien legislation for the Place of the Work shall become due and payable to the Contractor no later than 10 Working Days following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of the Work, as certified or verified by the Consultant when permitted by any Payment Legislation.

5.4.5 The Contractor shall submit an application for release of the lien holdback amount in accordance with the lien legislation applicable to the Place of the Work. Except to the extent required by any Payment Legislation, such application for release of the holdback shall not constitute an application for payment that is subject to Proper Invoice requirements.

5.4.6 Where legislation permits progressive release of the holdback for a portion of the Work and the Consultant has certified or verified that the part of the Work has been performed prior to Substantial Performance of the Work, the Owner hereby agrees to release, and shall release the holdback for such portion of the Work to the Contractor in accordance with such legislation.

5.4.7 Notwithstanding any progressive release of the holdback, the Contractor shall ensure that such parts of the Work are protected pending the issuance of a final certificate for payment or until the Owner takes early occupancy in accordance with GC12.2,

whichever comes first, and shall be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.”

#### GC 5.5 FINAL PAYMENT

.1 Add to the end of paragraph 5.5.1 the following sentence:

“The application for final payment shall meet the requirements of a Proper Invoice.”

.2 Add the following to the end of paragraph 5.5.3:

“Subject to any Payment Legislation, when the Consultant finds the Contractor’s application for final payment to be not valid, the Contractor shall revise and resubmit the application when the Contractor has addressed the reasons given by the Consultant.”

#### *PART 6 CHANGES IN THE WORK*

##### GC 6.3 CHANGE DIRECTIVE

.1 Delete the word “and” from the end of subparagraph 6.3.7.18.

.2 Delete the period from the end of subparagraph 6.3.7.19 and replace it with “; and”.

.3 Add new subparagraph 6.3.7.20 as follows: “.20 safety measures and requirements.”

##### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

.1 Add new paragraph 6.4.5:

“6.4.5 The Contractor confirms that, prior to bidding the Project, it carefully reviewed the Place of the Work and applied to that review the degree of care and skill described in paragraph 3.9.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such review undertaken in accordance with this paragraph 6.4.5.”

##### GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

.1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5 and add the words “and the Consultant”, at the end of paragraph 6.6.5.

#### *PART 8 DISPUTE RESOLUTION*

##### GC 8.2 ADJUDICATION

.1 Delete the word “prescribed” from paragraph 8.2.1 and substitute the words “provided for”.

## GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

### .1 Add the following new paragraphs 8.3.9 to 8.3.13:

“8.3.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the Owner and the Contractor shall give the Consultant a written notice containing:

- .1 a copy of the notice of arbitration;
- .2 a copy of supplementary conditions 8.3.9 to 8.3.13 of this Contract, and;
- .3 any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.

8.3.10 The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the Consultant:

- .1 has a vested or contingent financial interest in the outcome of the arbitration;
- .2 gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
- .3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,
- .4 agrees to be bound by the arbitral award made in the arbitration.

8.3.11 Without limiting and subject to the Owner and Contractor’s rights under paragraph 8.3.12, to challenge whether the Consultant has satisfied the requirements of paragraph 8.3.10, if an election is made under paragraph 8.3.10:

- .1 the Owner or Contractor may request particulars and evidence of the Consultant’s vested or contingent financial interest in the outcome of the arbitration;
- .2 the Consultant shall participate in the appointment of the arbitrator; and,
- .3 notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.3.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.3.10 to become a full party may:

- .1 on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.3.10, and;
- .2 make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.

8.3.13 The provisions of paragraph 8.3.9 shall apply (with all appropriate changes being made) to written notice to be given by the Consultant to any sub-consultant.”

## *PART 9 PROTECTION OF PERSONS AND PROPERTY*

### GC 9.1 PROTECTION OF WORK AND PROPERTY

- .1 Delete subparagraph 9.1.1.1 in its entirety and replace it with the following:

“.1 errors or omissions in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.9.1;”
- .2 Delete paragraph 9.1.2 in its entirety and replace it with the following:

“9.1.2 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an inspection of the Place of the Work the degree of care and skill described in paragraph 3.9.1.”

### GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- .1 Add the following words to paragraph 9.2.6 after the word "responsible":

“or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others,”
- .2 Add the words “and the Consultant” after the word “Contractor” in subparagraph 9.2.7.4.
- .3 Add the following words to paragraph 9.2.8 after the word "responsible":

“or that any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others,”

### GC 9.5 MOULD

.1 Add the words “and the Consultant” after the word “Contractor” in subparagraph 9.5.3.4.

*PART 10 GOVERNING REGULATIONS*

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

.1 Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words “Subject to paragraph 3.9.1, the”.

*PART 12 OWNER TAKEOVER*

GC 12.1 READY-FOR-TAKEOVER

.1 After the second occurrence of the term “Ready-for-Takeover” insert before the term “Ready- for-Takeover” in paragraph 12.1.3 the words “determination of”.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

.1 Delete the word “achieve” in paragraph 12.2.4 and replace it with the words “have achieved”.

GC 12.3 WARRANTY

.1 Delete the word “The” from the first line of paragraph 12.3.2 and replace it with the words "Subject to paragraph 3.9.1, the ".

*PART 13 INDEMNIFICATION AND WAIVER*

GC 13.1 INDEMNIFICATION

.1 Add new paragraph 13.1.0 as follows:

“13.1.0 The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to the Contractor’s performance of the Contract, provided such claims are:

- .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
- .2 caused by negligent acts or omissions of the Contractor or anyone for whose negligent acts or omissions the Contractor is liable, and
- .3 made by Notice in Writing within a period of 6 years from the Ready-for-Takeover date or within such shorter such period as may be prescribed by any limitation statute or the Province or Territory of the Place of Work.”

.2 Add the words “13.1.0,” after the word “paragraphs” in paragraph 13.1.3.

[End of supplementary conditions]

## SCHEDULE 1: BIDDER'S WORKBOOK

### Introduction

The Bidder's Workbook explains how Bids will be evaluated and ranked and includes the forms to be completed and submitted by the Bidder. Bidders must use the forms in the Bidder's Workbook when preparing their Bid.

### Bid Evaluation and Ranking Method

As described in Part 1 of the RFT, ranking will be based on the lowest priced Bid that that meets all mandatory requirements.

Component	Evaluation Method	Minimum Required Score
Mandatory Requirements	Pass/Fail	Pass
Financial Bid	Lowest Price Wins	

### Bid Submission Forms

The Bidder's Workbook consolidates all the requested information to be submitted by the Bidders in response to the RFT, including:

FORM	COMPLETE ONLINE
Mandatory Requirements Form	X
Financial Bid Form	X
References Form	X
Submission Form	X

If the above table indicates "complete online", please complete the online version of the form that is available in the Bidding System. The attached version of the online form is provided for reference. If the above table indicates "upload PDF", please complete the attached form and upload in the Bidding System as a .pdf document.

## Mandatory Requirements Form

### Mandatory Pre-Bid Meeting (if applicable)

If a Mandatory Pre-Bid Meeting is noted on the cover page or in the Bidding System, the failure to attend and register at the pre-bid meeting will disqualify a Bidder from bidding on this RFT.

### Bid Security

Each Bid must be accompanied by bid security payable to The Corporation of the Town of Grand Valley in the amount of 10% of the Bidder's Total Bid Price.

Bid security must be in the form of a digital bid bond, non-digital bid bond, bank draft or certified cheque. Digital bid bonds must be uploaded in accordance with the instructions in the bidding system and must be accompanied by all instruction details necessary for accessing the verification process. If submitting a non-digital bid bond, bank draft or certified cheque, the bid security document must be scanned and uploaded with the Bid and Bidders must deliver the original bid security document to the Town's head office reception desk by not later than at 2:00:00 PM ET within 3 working days following the Submission Deadline. If not received by the Town within 3 working days, the Town reserves the right to follow up with the Bidder and if the original is not received by the close of the next working day after the Town's first attempt at contacting the Bidder, the Bid will be rejected.

### Other Mandatory Requirements

Bidders must confirm compliance with the Mandatory Requirements set out below and submit any information required to demonstrate compliance.

Mandatory Requirements	Information Required to Demonstrate Compliance
1. References	Bidder must provide 3 references for past, completed projects that are similar in nature.

## Financial Bid Form

### Instructions to Bidders

1. Bidders must complete the table(s) below using the online form and submit this information as their Financial Bid:
  - a. Schedule of Prices
  - b. Pricing - Additional Items
2. Price ranges are not permitted.
3. Prices are exclusive of sales taxes, but inclusive of all other costs and charges, including travel and lodging costs (if applicable).
4. On this Schedule of Prices form, the Town is asking for a TOTAL BID PRICE for the project, exclusive of HST. Additionally, the Town is requesting that pricing for SOME of the elements be stated, after the TOTAL. It is acknowledged that the sum of the element pricing will NOT be the same as the TOTAL project price.

### Payment Terms and Conditions

1. All monetary values are to be stated in Canadian dollars and are exclusive of HST and other applicable taxes.
2. The above prices shall be fixed for the duration of the term of the Contract and, unless expressly stated otherwise in this RFT, the prices are all-inclusive rates including all labour, materials, travel and living expenses, disbursements, overhead, profit, taxes and all other costs associated with providing all the work, materials, and carrying out the activities outlined in the Scope of Work and the Contract.
3. Invoicing:

Lump Sum Pricing. Invoices for Work on the basis of lump sum prices tied to the achievement of specified deliverables may only be issued upon the Town's acceptance of the deliverables.

Time and Materials Pricing. Invoices for Work quoted on the basis of unit pricing must be based on the unit prices specified in the Contract and may be issued for (a) Goods accepted and (b) actual time providing Services. Unless otherwise expressly set out in this RFT, the total amounts invoiced may not exceed the Total Bid Price specified in the table(s).

### **References Form**

Three references must be provided. The selected Bidder's references will be contacted and asked to verify the information on the form and to answer the following two questions:

- (a) Overall, did the Bidder generally meet the organization's expectations and requirements?
- (b) Would you work with this Bidder again in this capacity?

To "pass" the reference check, all three of the Bidder's references must confirm the accuracy of the information provided by the Bidder and provide positive responses to questions above.

If a reference cannot be reached within a reasonable time, the Bidder will be given one opportunity to provide an alternate reference. If the alternate reference cannot be reached, the selected Bidder will fail the reference check.

References Form must be completed in the Bids&Tenders system as part of the bid submission.

## **Submission Form**

To be reviewed and acknowledged on the Bids&Tenders system.

### **1. No Collusion or Bid Rigging**

The Bidder certifies that:

- (a) the prices in their Bid have been arrived at independently from those of any other bidders;
- (b) the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

### **2. No Public Statements or Lobbying**

The Bidder agrees not to publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the RFT process, or the award of the Contract, without the express prior written consent of the Town.

The Bidder agrees not to engage in any form of political or other lobbying whatsoever with respect to this RFT, or otherwise attempt to influence the outcome of the RFT process directly or indirectly by any manner whatsoever other than by submitting a Bid.

### **3. Conflict of Interest and Unfair Advantage**

The Bidder understands that the Town may not be able to accept or consider a Bid due to a conflict of interest or an unfair advantage that may interfere with or compromise the fairness of the competitive process.

Unless otherwise indicated below, the Bidder certifies that the statements set out below are true. In each statement, references to "Bidder" include any of the Bidder's personnel or proposed team members.

- (a) The Bidder does not have a conflict of interest or unfair advantage.
- (b) The Bidder has not engaged in lobbying or otherwise attempted to influence the outcome of the RFT process directly or indirectly by any manner whatsoever.
- (c) The Bidder has not had access to confidential information of the Town that is relevant to this RFT process and not available to other Bidders.
- (d) The Bidder was not involved in the development of this RFT and did not provide advice or assistance to the Town in connection with the development of this RFT.
- (e) The Bidder did not receive advice or assistance from any individual or company that was involved in the development of this RFT.

- (f) The Bidder does not employ any individual(s) that were employed by the Town in the last 12 months.
- (g) The Bidder does not have business or personal relationships with any of the Town's elected officials, employees or representatives that could create an appearance of bias or advantage.
- (h) The Bidder does not have commitments, relationships or financial interests that could be, or might appear to be, incompatible with the effective performance of the contract.

#### **4. Acknowledgement of Bid Process Terms and Conditions**

The Bidder acknowledges and agrees to be bound by the Bid Process Terms and Conditions set out below.

- **Bidder Errors in Calculations**

Wherever there are unit prices or subtotal prices used to calculate a total or extended Bid price and the total or extended Bid price does not accord with the correct calculation of the extended price or total price, the unit price and sub-total prices shall govern. The calculation of the total or extended price shall be corrected by the Town and the corrected prices will be used for evaluation and contracting purposes.

- **Confidentiality and Municipal Freedom of Information and Protection of Privacy Act**

By submitting a Bid, Bidders acknowledge that the contents of their Bid will be disclosed to the Town's staff, advisors and consultants. The Town will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information (the "**Bidder Confidential Material**") however the Town accepts no liability in the event that the Bidder Confidential Material, or any part of it, is disclosed even if the Town, its advisors, staff, or consultants may have been negligent with respect to such disclosure.

Bidders are advised that all Bid documents and other records in the custody of or under the control of the Town are subject to the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990 or any other applicable information or privacy legislation.

- **Town's Rights and Privileges**

Notwithstanding any other provisions of this RFT, the Town reserves the right, in its discretion and without any liability to any Bidder, to:

- (a) Amend the scope, schedule, or details of the Scope of Work, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of this RFT at any time for any reason.

- (b) Accept or reject any Bid. The lowest price Bid or any Bid will not necessarily be accepted.
- (c) Reject any Bid that is incomplete, conditional, illegible or obscure.
- (d) Waive any non-material deficiency, irregularity or non-compliance with the requirements of this RFT.
- (e) Verify or clarify with any Bidder, or with a third party, any information contained in or submitted as part of the Bid and reject a Bid that the Town discovers contains misleading or inaccurate information.
- (f) Disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information relating to matters which the Town, in its sole discretion, considers material.
- (g) Disqualify any Bidder that engages in prohibited conduct, including any form of political or other lobbying whatsoever with respect to this RFT, or otherwise attempt to influence the outcome of the RFT process directly or indirectly by any manner whatsoever other than by submitting a Bid.
- (h) Disqualify a Bidder that, in the sole and unfettered discretion of the Town, has a conflict of interest or unfair advantage that cannot be managed or minimized and that unduly compromises the integrity of the procurement process.
- (i) Withdraw an award or terminate any contract awarded to a Bidder that is subsequently discovered to have (i) submitted inaccurate, deceitful or misleading information; (ii) engaged in lobbying or other prohibit conduct; or (iii) engaged in illegal activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion.
- (j) Terminate this RFT for any reason at any time (whether before or after the Submission Deadline) and elect to proceed in some other manner without any liability whatsoever to any Bidder.
- (k) Re-advertise for new Bids or enter into negotiations for the Work or for goods and services of a similar nature following termination of this RFT.

- **Limitation Of Liability**

Each Bidder, by submitting a Bid, irrevocably waives any claim, action or proceeding against the Town, including without limitation claims for damages, expenses or costs including costs of preparation of a Bid, cost of participation in the processes described in the RFT, loss of anticipated profits, loss of opportunity, legal fees or for any other matter. For greater clarity and without limitation, each Bidder specifically agrees that it will have absolutely no claim against the Town nor any representative of the Town for any reason whatsoever and the Town shall have no liability to the Bidder whether in contract, tort, equity or other principle of law, including without limitation if the Town does not select a Preferred Bidder; suspends, cancels or in any way modifies the requirements, the RFT; or accepts any compliant or non-compliant Bid.

If, notwithstanding the above, a Bidder is determined by a court or administrative body of competent jurisdiction to be entitled to compensation arising from this RFT or for the actions of the Town or any representative, including without limitation any exercise the Town's sole and absolute discretion, Bidders expressly acknowledge and agree by submitting a Bid that the total maximum compensation for, without limitation, any and all direct and indirect damages, economic losses, profits, opportunities, expenses, costs or other losses, whether or not foreseeable, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00).

- **Governing Law**

This RFT shall be interpreted and construed in accordance with laws of Ontario and the laws of Canada applicable therein. If any provision of this RFT is in conflict with any statute or rule of law or is determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be automatically amended only as needed to remove the conflict, illegality or unenforceability. All of the other provisions of the RFT will remain as they are and in full force and effect.

## **5. Irrevocable Offer**

The Bidder has carefully examined the RFT documents and clarified any ambiguities prior to finalizing its Bid. The Bidder agrees to the terms and conditions of the RFT, including the terms and conditions in the Draft Contract in Part 3 of the RFT, and offers to provide the Work in accordance therewith based on the pricing information in the Bidder's Bid.

The Bidder agrees that this is an irrevocable offer, which is firm, in effect and open for acceptance **for ninety (90) calendar days** (the "**Irrevocability Period**").

If the Town deems it necessary to extend the Irrevocability Period, the Bidder agrees to extend the Irrevocability Period, unless the Bidder revokes its Bid in writing within 5 calendar days of notice of such extension by the Town.

**6. Authorized Representative**

This Bid is submitted by a representative of the Bidder who is authorized to bind the Bidder to its Bid, including all statements and representations set out in this form.