



Request for Tender ("RFT") #25-06

City Hall 2nd Floor Renovation and Washrooms Plumbing Replacement

RFT TIMETABLE

Activity	Date
Issue date of the RFT	April 10, 2025
Bidder Site Visit (see details on pg. 3)	April 17, 2025 at 10:00 AM p.m. local time
Final date for submission of questions	April 22, 2025 at 2:00 p.m. local time
Submission Deadline	April 29, 2025 before 2:00:00 p.m. local time

Electronic Submissions Only at waterloo.bidsandtenders.ca

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INSTRUCTIONS TO BIDDERS

BIDDER'S SITE VISIT

In order to assist bidders to obtain a clear understanding of this RFT, the City will conduct a **OPTIONAL Site Visit on Thursday April 17, 2025**, commencing at **10:00 AM**, at: **WATERLOO CITY HALL, 100 REGINA ST SOUTH, WATERLOO ON, N2J 4P9, IN THE LOBBY.**

1. General

- 1.1. This RFT process is being undertaken in accordance with the City's Purchasing By-law.
- 1.2. By submitting a bid, the bidder has accepted an offer by the City to enter into a "bid contract" for evaluation of bids and the award of the prime contract (the "Contract"), if an award is made. The bidder acknowledges that the terms of the "bid contract" are represented by the RFT Documents (hereinafter defined).
- 1.3. The words "Owner" and "City" are used interchangeably throughout this RFT; either of these terms when used in this RFT, shall mean:

The Corporation of the City of Waterloo
100 Regina Street South
Waterloo, ON N2J 4A8

- 1.4. The terms Work, Substantial Performance of the Work, Ready-for-Takeover, Contract Documents, Consultant, Contract Drawings, Specifications, Phase, Products, General Contractor, Contract and Contractor used in this RFT have the same meaning as in the CCDC 2 – 2020 Stipulated Price Contract with the City of Waterloo Supplementary General Conditions.
- 1.5. To obtain documents online please visit waterloo.bidsandtenders.ca (the "**Bidding System**"). Bidders can preview the bid documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.
- 1.6. The Subtotal Contract Amount in the Summary Table Section of the Schedule of Prices on the Bidding System as submitted by the bidder will be considered the bidder's "Bid Price".
- 1.7. With respect to this RFT, the City prohibits communications initiated by a bidder to any City employee, other than the Procurement Department, during the period of the RFT posting date up to and including the date of award ("**Blackout Period**"). Any communication relating to this RFT between a bidder and the City during the Blackout Period will be initiated by the City, in writing, for the purpose of obtaining information or clarification necessary in order to ensure a proper and accurate

evaluation of the bid. Any communication initiated by the bidder during the Blackout Period may be grounds for disqualifying the offending bidder from further consideration of their bid. The City will notify all bidders upon award of a contract from this RFT through the Bidding System. Accordingly, bidders are asked to refrain from requesting status updates during the bid evaluation.

- 1.8. It is the City's intent to enter into two (2) separate CCDC 2 Contracts with one (1) Contractor, Project A – Waterloo City Hall Second Floor Renovations and Project B – Waterloo City Hall Washrooms Renovations.

2. **RFT Documents** The following documents form the basis of this RFT (the "RFT Documents"):

- 2.1.1. Instructions to Bidders;
- 2.1.2. Price Schedule Instructions
- 2.1.3. Project A: Agreement CCDC 2 – 2020 with CCDC-2-2020 General Conditions;
- 2.1.4. Project B: Agreement CCDC 2 – 2020 with CCDC-2-2020 General Conditions;
- 2.1.5. Project A: Special Provisions;
- 2.1.6. Project A: Description of Bid;
- 2.1.7. Project B: Special Provisions;
- 2.1.8. Project B: Description of Bid;
- 2.1.9. Project A: CCDC-2-2020 Supplementary Conditions;
- 2.1.10. Project A: Specifications;
- 2.1.11. Project A: Drawings;
- 2.1.12. Project A: Reference Documents:
 - (i) A0_1986_WCC Original_Contracted_Compressed
 - (ii) iGuide floor plan of Waterloo City Hall, dated October 23 2023
<https://youriguide.com/vGBJ9SE55V8DD1>
 - (iii) RFQ21-28 Addendum 3 Partial 2nd Floor Renovation - Waterloo City Hall", August 2021
 - (iv) Second Floor Mechanical Plan, WCC M2.02 – HVAC 2011 Drawings addendum 1
 - (v) 21410 Plumbing & HVAC Assessment
- 2.1.13. Project B: CCDC-2-2020 Supplementary Conditions;
- 2.1.14. Project B: Specifications;
- 2.1.15. Project B: Drawings;
- 2.1.16. Project A Supplier Performance Scorecard;
- 2.1.17. Project B Supplier Performance Scorecard;
- 2.1.18. Bidding System Preview;
- 2.1.19. Addenda issued during the bid period.

Items 2.1.9 through items 2.1.17 available for download as separate attachments under Documents from the Bidding System.

- 2.2. Check RFT Documents for completeness upon receipt. Inform the City immediately, in accordance with paragraph 3.1, below:

- 2.2.1. should any documents be missing or incomplete; or,
 - 2.2.2. upon finding any discrepancies or omissions.
- 2.3. The RFT Documents are made available only for the purpose of submitting bids for the project. No license for any other purpose is granted.

3. **Questions and Amendments to RFT Documents**

- 3.1. Questions related to this bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific bid opportunity.
- 3.2. Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.
- 3.3. It is the responsibility of the bidder to have received all Addenda that are issued. Bidders should check online at waterloo.bidsandtenders.ca prior to submitting their bid and up until the Submission Deadline in the event additional addenda are issued.
- 3.4. If a bidder submits their bid prior to the Submission Deadline and addenda have been issued, the Bidding System shall WITHDRAW the Bid Submission and the bid status will change to an INCOMPLETE STATUS. The bidder can view this status change in the “MY BIDS” section of the Bidding System.
- 3.5. In the event of an addendum being issued following submission of a bid, the bidder is solely responsible to:
 - 3.5.1. Make any required adjustments to their bid; and
 - 3.5.2. Acknowledge the addenda; and
 - 3.5.3. Ensure the re-submitted bid is RECEIVED by the Bidding System no later than the stated Submission Deadline.
- 3.6. A bid may be disqualified where contact is made with any person at the City except as provided herein.
- 3.7. The City shall not be responsible for instructions, clarifications or amendments communicated orally. Instructions, clarifications or amendments which affect the RFT Documents may only be made by addendum.
- 3.8. If bidders find discrepancies, omissions, errors, departures from by-laws, codes or good practice, or points considered to be ambiguous or conflicting, they shall bring them to the attention of the City in accordance with paragraph 3.1 above.

4. **Bid Performance & Security**

- 4.1. Each bid shall be accompanied by security in the form of a digital bid bond (“Bid Bond”) in the amount of **10% of Bid Price**. All Bid Bonds shall name the City as obligee and be

- issued by an insurer licensed under the Insurance Act to write surety and fidelity insurance. The security is for the benefit of the City and stands as security that the bidder, if awarded the Contract, will execute the City's form of agreement and deliver the performance security, evidence of insurance and other documents required by these Instructions to Bidders or by the Contract. The bid security must remain in full force and effect for a period of **ninety (90) days** from the Submission Deadline.
- 4.2. For a Bid Bond to be an acceptable digital Bid Bond, it must meet all of the following requirements:
- 4.2.1. **Be digitally executed** – the Bid Bond must be an electronic file with the content, digital signatures and digital seals verifiable by the City with a verification service provider. A scanned copy of a paper bond or a non-verifiable bond is not an acceptable Bid Bond and will render the bid non-compliant.
 - 4.2.2. **Electronic file format** – the Bid Bond must be viewable, printable, and storable in pdf format.
 - 4.2.3. **Verifiable** – All instructions for verifying the authenticity of the Bid Bond shall be included with the uploaded Bid Bond. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding item 4.2.1. The verification may be conducted by the City immediately or at any time during the life of the Bid Bond at the discretion of the City.
- 4.3. Bid Bonds failing the verification process set out in section 4.2.3, or that do not meet all requirements of a digital Bid Bond as set out in section 4.2, will not be considered valid.
- 4.4. Bid Bonds passing the verification process set out in section 4.2.3 will be treated as original and authentic.
- 4.5. After the delivery by the successful bidder of the specified performance security, evidence of insurance, and other documents required by these Instructions to Bidders or by the Contract, the bid security of all bidders will be returned.
- 4.6. The successful Bidder shall arrange, pay for and execute with an insurer licensed under the *Insurance Act*, R.S.O. 1990, c. I.8 to write surety and fidelity insurance, the following bonds:
- 4.6.1. A digital performance bond in the amount of fifty percent (50%) of the Bid Price plus HST; and
 - 4.6.2. a digital labour and material payment bond in the amount of fifty percent (50%) of the Bid Price plus HST,

both to be in the forms as prescribed under the *Construction Act*, both to be provided to the City if the bidder is awarded the Contract.

- 4.7. Bids not accompanied by the required security and the required Agreement to Bond may be declared non-compliant and rejected. Agreement to Bond must remain in full force and effect for a period of **ninety (90) days** from the Submission Deadline.
- 4.8. Bidders shall include the cost of insurance and all bonds in the Bid Price.
- 4.9. If the Bid Price for Project A and/or Project B exceeds \$500K, the awarded bidder will be required to submit separate digital Labour and Material Bond (Form 31) and Performance Bond (Form 32) in the amount of the Bid Price for each Project over \$500K. The City will only accept digital bonds.

5. **Bid Completion**

- 5.1. All mandatory fillable fields (highlighted by a red asterisk) on the Bidding System shall be completed in full and shall be electronically authorized by an authorized person or persons through the Bidding System. Failure to provide all requested information or failure to fill in all mandatory fillable fields may result in a bid being declared non-compliant.
- 5.2. Should there be any discrepancy between any mandatory requirement set out in these RFT Documents and a mandatory fillable field (highlighted by a red asterisk) on the Bidding System, the requirements of the Bidding System will prevail. In the event of a discrepancy, the City reserves the right, but is not obligated to, request any information not identified through a mandatory fillable field on the Bidding System and to declare a bid non-compliant if a bidder is unable to provide the requested information within the requested timeframe.
- 5.3. Use only the forms issued as part of the RFT Documents through the Bidding System. If any or all pages of any forms are amended by addendum, refer to Section 3. Failure to comply with this paragraph may result in the bid being declared non-compliant.
- 5.4. Bids may be amended prior to bid closing through the Bidding System.
- 5.5. Bids that are improperly authorized, incomplete, conditional, qualified or illegible, may be declared non-compliant.
- 5.6. Bid Price
 - 5.6.1. The Bid Price shall be provided in numerals only. Schedule of Prices shall be completed in full as instructed.
 - 5.6.2. A mathematical or transposition discrepancy or error on the Bidding System may be corrected by the City by correcting the Bid Price accordingly, at the

City's unencumbered discretion. Bid irregularities will be dealt with as set out herein and in Schedule "B" of the City's Purchasing By-law.

- 5.6.3. The City reserves the right to correct or revise a discrepancy or error by taking the lower of the inconsistent amounts as being correct.
- 5.6.4. If a bidder has omitted to enter a price for an item of work set out in the bid, the bidder shall, unless the bidder has specifically stated otherwise in the bid, be deemed to have allowed elsewhere in the bid for the cost of carrying out the said item of work and, unless otherwise agreed to by the City, no increase shall be made in the total Bid Price on account of such omission.

5.7. Listing of Subcontractors and Suppliers

- 5.7.1. Bidder should submit a list of subcontractors and suppliers. Failure of the bidder to list subcontractors and suppliers, where required, or the listing by a bidder of more than one subcontractor and supplier to perform or supply an item of work listed, may result in the bid being declared non-compliant.
- 5.7.2. Where a bidder lists "own forces" in lieu of a subcontractor or supplier, the bidder shall carry out such item of the work with its own forces. Where "own forces" have been listed by a bidder, the City reserves the right to obtain information from the bidder and from third parties respecting the qualifications and experience of the bidder's own forces for such item of the work. If the City, acting reasonably, determines that the bidder's own forces are not sufficiently qualified or sufficiently experienced to undertake such item of the work, it may reject the bid.

5.8. Itemized, Alternate, Substitute, Separate and Provisional Prices.

- 5.8.1. Where required by the RFT Documents, bidders shall submit itemized, alternate, substitute, separate and provisional prices:
 - 5.8.1.1. itemized prices for work, if any, **shall be included** in the Bid Price; and,
 - 5.8.1.2. alternate, substitute, separate or provisional prices for work, if any, shall or shall not be included in the Bid Price
- 5.8.2. The City reserves the right to accept or reject any or all alternate, substitute, separate or provisional prices submitted, and to evaluate bids on the basis of some, all or none of the alternate, substitute, separate or provisional prices submitted.

5.9. Unit Prices.

- 5.9.1. Where required by the RFT Documents, a bidder shall submit a fully completed unit price worksheet. All quantities outlined in the RFT Documents are estimates only. For any work done or materials supplied on

a unit price basis, payment will be made for the actual measured quantities at the respective unit prices.

- 5.9.2. All unit prices, unless specifically indicated, are for complete work, in place, supplied and installed.

5.10. Additional Submission Requirements

- 5.10.1. Project A - Preliminary Construction Schedule
- 5.10.2. Project B - Preliminary Construction Schedule

5.11. Approved Equivalent

- 5.11.1. Wherever in the RFT Documents a product is specified by reference to make, brand name, trade name, trademark, patent, copyright, design, type, specific origin, manufacturer, producer, or supplier together with the phrase "OR APPROVED EQUIVALENT" or "OR APPROVED EQUAL" or "OR EQUIVALENT" or "OR EQUAL" or other similar phrase, it has been specified for the purpose of establishing a grade or quality of material or defining a minimum functional and performance standard. In defining such a specification, the City does not intend to rule out the use of any particular product that meets the terms of that specification. If a product other than the specified product is intended to be supplied or utilized by a bidder, the bidder shall name such product within its tender. Bidders are responsible to ensure that any proposed equivalent product meets or exceeds the physical, functional and performance characteristics of the originally named product in every way. If a proposed equivalent product does not meet the original product specifications and satisfy the design intent as set out in the specifications, as determined by the Consultant, the bidder will be responsible to provide the originally specified product, or an alternate product satisfactory to the Consultant, at no additional cost to the City.

- 5.11.2. If a product is specified in the RFT Documents with no indication that an equivalent or equal product may be substituted, then only the specified product will be acceptable.

5.12. The City will accept bids from a joint venture on the following basis:

- 5.12.1. the joint venture must be disclosed in the bid along with the identities of all members of the joint venture, and the primary member responsible for the performance of the Contract must be identified;
- 5.12.2. all members of the joint venture shall sign all documentation and forms required in response to this RFT;

- 5.12.3. all members of the joint venture will be required to sign the Agreement and provide evidence of their ability to obtain the insurance and bonding as required by this RFT;
- 5.12.4. reports and invoices must be submitted only by the primary member of the joint venture;
- 5.12.5. the City reserves the right to request any documentation supporting the joint venture; and
- 5.12.6. at its election, the City may deal only with the primary member in respect of all matters, including disputes.

5.13. Submission from Affiliated Parties

- 5.13.1. The City shall not allow more than one bid from affiliated parties. As such, the bidder declares that no other affiliated party has or will submit a bid to the City for this Contract.
- 5.13.2. If affiliated parties submit more than one bid for this Contract then all such bids of the affiliated parties shall be disqualified.
- 5.13.3. The City shall not allow a bid from a bidder that is affiliated to the Engineer/Contract Administrator. If the bidder is affiliated with the Engineer/Contract Administrator then its bid shall be disqualified.

For the purposes of this section:

- (i) one corporation is affiliated with another corporation if one of them is the subsidiary of the other or both are subsidiaries of the same corporation or each of them is controlled by the same person;
- (ii) a corporation is a subsidiary of another corporation if it is controlled by that other corporation;
- (iii) if two corporations are affiliated with the same corporation at the same time, they are deemed to be affiliated with each other;
- (iv) a partnership or sole proprietorship is affiliated with another partnership, sole proprietorship or a company if both are controlled by the same person;
- (v) a corporation is controlled by a person if securities of the corporation to which are attached more than fifty per cent of the votes that may be cast to elect directors of the corporation are held, directly or indirectly, whether through one or more subsidiaries or otherwise, otherwise than by way of security only, by or for the benefit of that person, and the votes attached to

those securities are sufficient, if exercised, to elect a majority of the directors of the corporation; and

(vi) a partnership is controlled by a person if the person holds an interest in the partnership that entitles the person to receive more than fifty per cent of the profits of the partnership or more than fifty per cent of its assets on dissolution.

6. Bid Submission

- 6.1. 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 email notifications and download all documents without the watermark “preview” on them.
- 6.2. To ensure receipt of the latest information and updates via email regarding this bid, or if a bidder has obtained this bid document from a third party, the onus is on the bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity.
- 6.3. ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.
- 6.4. Bidders are cautioned that the timing of their Bid Submission is based on when the bid is RECEIVED by the Bidding System, not when a bid is submitted, as bid transmission can be delayed due to file transfer size, transmission speed, etc.
- 6.5. It is recommended that bidders allow sufficient time to complete their Bid Submission and to resolve any issues that may arise. The Submission Deadline shall be determined by the Bidding System’s web clock.
- 6.6. Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the Submission Deadline, if they encounter any problems. The Bidding System will send a confirmation email to the bidder advising that their bid was submitted successfully. If the bidder does not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.
- 6.7. Late bids are not permitted.
- 6.8. Bidders are solely responsible for the method and timing of delivery of their bids.
- 6.9. By submitting a bid, the bidder certifies that:
 - 6.9.1. The prices in the tender have been arrived at independently of those of any other bidder;

6.9.2. The prices in the tender have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to selection of the successful bidder, directly or indirectly, to any other bidder or competitor;

6.9.3. No attempt has been made, or will be made, to induce any other person to submit or not to submit a bid, for the purpose of restricting competition; and

6.10. The City may disqualify a bid if it believes that any of the prohibited acts in Section 6.9 have occurred.

7. Bid Withdrawal

7.1. Bidders may edit or withdraw their Bid Submission prior to the Submission Deadline. However, the bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the Submission Deadline.

7.2. The withdrawal of a bid shall not disqualify a bidder from submitting another bid on the same project, as long as it is submitted before the Submission Deadline.

7.3. If a bidder submits more than one bid, only the last submitted bid shall be considered.

8. Bid Expiry Period

8.1. Subject to section 14.3, bids shall be irrevocable for a period of **ninety (90) days** from the Submission Deadline, after which period the bids expire.

9. Bid Opening and Evaluation

9.1. The City will post the tendered Bid Price(s) on the Bidding System following tender opening. Such posting will be for informational purposes only, and shall be subject to correction, amendment and variation in accordance with the evaluation provisions in the RFT Documents.

9.2. The Subtotal Contract Amount in the Summary Table Section of the Schedule of Prices on the Bidding System as submitted by the bidder will be considered the bidder's "Bid Price". The City reserves the right, but has no obligation, to adjust all bidders' Bid Price by the amounts of any unit prices, alternate prices, substitution prices, separate prices or provisional prices, which the City, in its discretion, decides to accept.

9.3. The City reserves the right to award the Contract to the bidder which submitted the bid which, in the City's sole discretion, provides the best value to the City based on the criteria described in the RFT Documents as well as any other criteria deemed relevant by the City even if not disclosed in the RFT Documents, and including, but not limited to, a bidder's:

9.3.1. Bid Price;

- 9.3.2. Bid Price, as adjusted by the City pursuant to the RFT Documents; and,
 - 9.3.3. clarification provided pursuant to Section 10 (Requests for Clarification).
- 9.4. Incomplete, conditional or qualified bids may be declared non-compliant.
- 9.5. The City reserves the right to consider, during the evaluation of the bids:
 - 9.5.1. information provided in the bid itself;
 - 9.5.2. information provided in response to enquiries of credit and industry references;
 - 9.5.3. information received in response to enquiries made by the City of third parties in relation to the reputation, reliability, experience and capabilities of the bidder;
 - 9.5.4. the manner in which the bidder provides services to others or has previously provided services to the City;
 - 9.5.5. the experience and qualifications of the bidder's senior management and project management; and
 - 9.5.6. the compliance of the bidder with the City's requirements and specifications.
- 9.6. The bidder acknowledges that the City may rely on the criteria which the City deems relevant, even though such criteria may not have been disclosed in the RFT Documents.
- 9.7. In the event that only one compliant bid is submitted, the City may, at its election, proceed as follows:
 - 9.7.1. open the bid, and proceed to (i) accept the bid, (ii) reject the bid, or (iii) enter into negotiations with the bidder.
- 9.8. In the event that the City receives no compliant bids, the City may, if it elects, re-tender 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.
- 9.9. In the event that all bids are over budget or otherwise viewed by the City, in its sole discretion, as too costly or otherwise inadequate, the City may, at its election, proceed as follows:
 - 9.9.1. proceed in accordance with Section 13.4 of CCDC 23-2018;
 - 9.9.2. enter into negotiations with any one or more the bidders; or,
 - 9.9.3. reject all bids and re-tender the project, in whole, in part, or as otherwise varied, and may, at its election, open the re-tender to (i) some or all bidders that had submitted a bid (including, at the City's discretion, a non-compliant

bid) in response to this RFT, or (ii) any person, including persons that had not submitted a bid in response to this RFT or who had submitted a non-compliant bid.

- 9.10. The City may accept or reject any regular, irregular, unbalanced, informal or non-compliant bid at its unencumbered discretion.
- 9.11. The City 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. At its unencumbered discretion, the City may re-bid the project, in whole or in part, or as otherwise varied.
- 9.12. In the event that two or more bids are found to equally provide the best value to the City, the City may, at its election, proceed as follows:
 - 9.12.1. break the tie by drawing lots, flipping a coin, or similar means;
 - 9.12.2. solicit further and other information not previously requested from the bidders, and rely on that information to determine the preferred bidder.
- 9.13. The City may disqualify a bidder who submits a bid containing misrepresentations or any other inaccurate or misleading information.

10. Requests for Clarification

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

11. Taxes

- 11.1. 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 RFT Documents and scheduled to come into effect subsequent to it shall be taken to be included in the Bid Price.

12. Award Process

- 12.1. Bidders shall not issue or make any public statements concerning their bid, the bid process, the City's evaluation of the bids, or the City's award or cancellation of the bid process without the express written consent of the City.
- 12.2. Within 10 days of being given notice of the City's award of the Contract, the successful bidder shall deliver to the City:

- 12.2.1. If required as per Section 4.9. above the performance bonds and the labour and material payment bonds are required separately for Project A and Project B in the prescribed forms as described in the RFT Documents;
 - 12.2.2. certified true copies of the certificate (or certificates, as applicable) of insurance confirming the required coverage as set out in the General Conditions. The certificate(s) with any amending endorsements must be certified by an authorized representative of the insurer;
 - 12.2.3. a current Clearance Certificate issued by the Workplace Safety and Insurance Board;
 - 12.2.4. an executed copy of the Agreement;
 - 12.2.5. CCDC 2 – 2020 contract seals (issued from the Canadian Construction Document Committee), as required, so that the City can assemble the Contract Documents.
- 12.3. Upon obtaining its necessary approvals, the City will provide the successful bidder with a Purchase Order number authorizing commencement of the work. Notwithstanding any provision otherwise, award of the Contract remains subject to receipt of appropriate City approvals until a Purchase Order is issued by the City. Notwithstanding any terms on the face of the Purchase Order or incorporated by reference into the Purchase Order (including by posting on the City's website), the terms of the RFT Documents shall take priority and govern the Contract.

13. **Liability**

- 13.1. If a bidder breaches the "bid contract", including by failing to execute the agreement, for whatever reason, the bidder shall be liable to pay to the City, at the City's election, as follows:
- 13.1.1. the difference between the Bid Price, plus HST, of the breaching bidder and the bidder who subsequently is awarded the Contract; or,
 - 13.1.2. the amount set out in the bid bond provided as bid security; this amount shall be considered liquidated damages, not a penalty, and the bidder hereby acknowledges that this amount is a reasonable pre-estimate of damages which will likely be suffered by the City.
 - 13.1.3. The City 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 bid bond.
- 13.2. The liability of the City to any bidder for any claim for compensation of any kind whatsoever that results from submitting or following submission of a tender, or for loss or damage arising in tort (including negligence or misrepresentation of any nature), or for the breach by the City of the "bid contract", shall be limited to the lesser of the sum

of Five Hundred Dollars (\$500.00), or the reasonable cost to the bidder of preparing its bid. Except as set out in this paragraph, no bidder shall have any claim for compensation of any kind whatsoever resulting from submitting or following submission of a tender.

14. Disputes

- 14.1. In the event of a dispute arising in connection with this bid process including, without limitation, a dispute concerning the existence 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 City may refer the dispute to a binding arbitration pursuant to the *Arbitration Act, 1991*, before a single arbitrator. In the event that the City refers the dispute to arbitration, the bidder agrees that it is bound to arbitrate such dispute with the City. Unless the City shall refer such dispute to binding arbitration, or consents to such arbitration, there shall be no arbitration of such dispute.
- 14.2. In the event the City refers a dispute to binding arbitration, the City may give notice of the dispute to one or more of the other bidders who submitted bids, whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the binding arbitration, and each of whom shall be bound by the arbitrator’s award, whether or not they participated in the binding arbitration.
- 14.3. In the event the City refers a dispute to binding arbitration, bids shall be irrevocable and open for acceptance for a period of one hundred and twenty (120) days from the Submission Deadline, after which period the bids expire.
- 14.4. The parties further agree that there shall be no appeal from the arbitrator’s award.
- 14.5. Any bidder asserting that a bid of another bidder is non-compliant shall do so by providing written notice to the City within twenty (20) days of the bid opening, failing which the bidder shall be deemed to accept all other bids as compliant.
- 14.6. Any bidder asserting a breach of the “bid contract” shall do so within twenty (20) days of the alleged breach, or else the bidder shall be deemed to waive the breach.
- 14.7. Any bidder that disputes the City’s determination that its bid is non-compliant shall provide the City with a written notice of dispute within twenty (20) days of the earlier of the date that it received notice from the City or the date that it otherwise became aware that the City determined its bid was non-compliant. Failure to provide such written notice shall constitute acceptance of the City’s determination of non-compliance and shall release the City from any claim or liability following from that determination.

15. Claims or Litigation

- 15.1. The City may not choose to consider bids received from parties with whom the City is in litigation or arbitration, including matters before administrative tribunals such as the

Ontario Land Tribunal and Assessment Review Board, unless approval allowing such consideration is granted by the City Solicitor. If requested by the City, the bidder may be required to obtain approval from the Council of the City.

- 15.2. In instances where bids are not considered pursuant to the aforementioned policy no contract in regard to the bid process shall have been created as between the bidder and the City.

16. Representation & Warranty

- 16.1. The bidder represents and warrants that its bid is compliant with the terms set out in the RFT Documents. The bidder acknowledges that the City is relying on this representation and warranty. In the event that the bidder's bid is accepted by the City and the bid is held by a Court or an arbitrator to be non-compliant with the terms set out in the RFT Documents, the bidder will indemnify the City for any award of damages, howsoever characterized, that are payable by any other person to the for the City's actual legal expense, including all legal fees and disbursements as billed to the City.
- 16.2. All bidders must be fully licensed and registered to carry on business in Ontario and to undertake the work set out in the RFT Documents. The bidder warrants and represents that it presently has all such licenses and registrations. The bidder represents that its business name, if any, is properly registered and that, if it is an extra-provincial corporation, it has filed an Initial Return/Notice of Change under the *Corporations Information Act*.

17. Freedom of Information

- 17.1. The bidder acknowledges that any bid submitted shall become a record belonging to the City and therefore is subject to the Municipal Freedom of Information and Protection of Privacy Act. This law gives individuals, businesses and other organizations a legal right to request records held by the City, subject to specific limitations. The bidder should be aware that it is possible that any records provided to the City, 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 City in making a determination on release if a request is made.

18. Accessibility Standards for Customer Service

- 18.1. Under the Accessibility for Ontarians with Disabilities Act, 2005, the successful bidder providing the services contemplated herein shall ensure that every person in relation to the Contract, who deals with members of the public or other third parties on behalf of the City, or provides goods, services, or facilities on behalf of the City, has received all training required by that Act and the regulations thereunder.

19. Municipal System Regulatory Framework

- 19.1. The City's Integrated Planning and Public Works Department, City Utilities Division is approved to own and operate a drinking water system, a wastewater collection and stormwater management system. All contractors servicing or supplying for these systems will be required to be familiar with the drinking water licence and permit and wastewater and stormwater environmental compliance approvals. Additionally, contractors are expected to adhere to the quality management system policy and all applicable provincial legislation. A copy the drinking water licence and permit and wastewater and stormwater environmental compliance approvals are available here: <https://www.waterloo.ca/en/living/water-utilities-alterations.aspx>. A copy of the quality management system policy is available here: <https://www.waterloo.ca/en/living/resources/Water-environment/Drinking-Water-Quality-Management-System-Operational-Plan.pdf>.

20. Supplier Performance Evaluation Program

- 20.1. For this project, the City will evaluate the Supplier's performance of the services/work for Project A and Project B separately **at the completion of each Project** applying the criteria identified by the City using a Supplier Evaluation Scorecard, a sample of which is attached in the RFT Document. Detailed information regarding the evaluation process is set out in the City's Supplier Performance Evaluation Program which is available on the City's website at <https://www.waterloo.ca/en/government/purchasing.aspx>. The City reserves the right to update and amend the Supplier Performance Evaluation Program from time to time.

21. Contract Term – Intentionally Deleted

22. Living Wage

- 22.1. The Contractor at its sole expense shall pay, as a minimum, a Living Wage to each of its employees, workers and contractors, except those that are students, engaged in work undertaken on the premises of the City of Waterloo by the Contractor pursuant to the Contract in the event an award is made. The Living Wage will be the hourly rate for Waterloo Region as set from time to time by the Ontario Living Wage Network – ontariolivingwage.ca. Students are persons under the age of 18 who work 28 hours a week or less when school is in session or work during a school break or summer holidays. The City of Waterloo shall reserve the right to audit the Contractor's employment, worker and contractor records to verify compliance with this provision and to set-off any monies in the event that a breach is determined. In no way shall this provision prevent the Contractor from paying its employees, workers and contractors an hourly rate that is more than a Living Wage.

End of Instructions to Bidders

PRICE SCHEDULE INSTRUCTIONS

1. Stipulated Price Contract

The Contract, if any, awarded as a result of this RFT, shall be a stipulated price contract.

2. Breakdown of Bid Price (Itemized Pricing)

Where the Schedule of Prices on the Bidding System asks for a price breakdown, the breakdown is ONLY for use to administer the Contract and to assist in certifying payments to the Contractor.

3. Unit Prices

Unit prices are for use ONLY for additions or deductions to the scope of work.

4. Terms Used in these Price Schedules

When used in these Price Schedules:

- (i) "Bid Price" means the total all-inclusive price to the Owner for all labour, materials and related items required to carry out all Work detailed in the Contract Documents, except items for which the City is expressly liable.
- (ii) "unit price" means the price for a unit of labour and materials included in the Bid Price (and which has been used to calculate the Bid Price).
- (iii) "alternate price" means a reduced or increased price to provide a choice outside of the stated requirements or as requested in the bid documents.
- (iv) "substitution price" means the price for labour and/or materials not included in the Bid Price but which, at the Owner's option, may at any time after award or execution of the Contract be substituted for labour and/or materials included in Bid Price, and is quoted as the net price difference between that originally specified and the proposed substitution.
- (v) "separate price" and "provisional price" both mean a price for labour and/or materials not included in the Bid Price but which, at the Owner's option, may be added to the Bid Price.
- (vi) "project cost" means the Bid Price as defined in item 4 (i) above and calculated in accordance with item 5 (i) below but excluding any cash allowance or contingency.

5. Calculation of prices

- (i) The Bid Price shall INCLUDE, without limitation, all materials, labour, equipment, delivery, freight, handling, disposal, statutory charges, supervision, testing, overhead and profits, all applicable duties, brokerage charges, import charges, bonding and all related charges and expenses incurred by the Contractor such as office administration

charges, disbursements, printing and travel costs, together with any cash allowance or contingency if stated by the Owner.

- (ii) Each unit price (all as defined above) shall, in respect of the applicable item, EXCLUDE all taxes, but shall INCLUDE without limitation, all materials, labour, equipment, delivery, freight, handling, disposal, statutory charges, supervision, testing, overhead and profits, all applicable duties, brokerage charges, import charges, bonding and all related charges and expenses incurred by the Contractor such as office administration charges, disbursements, printing and travel costs.

6. Completion of Price Schedules

All Price Schedules are to be completed in full: no blank spaces are permitted. Bids received with any incomplete Price Schedule may, at the City's sole discretion, be rejected as non-compliant.

PROJECT A - AGREEMENT CCDC 2 -2020

The Standard Construction Document CCDC 2 – 2020 Stipulated Price Contract together with its General Conditions (not attached) and the City of Waterloo Supplementary Conditions and Special Provisions (both attached) shall form part of the Contract between the Owner and Contractor.

<http://ccdc.org>.

PROJECT B - AGREEMENT CCDC 2 -2020

The Standard Construction Document CCDC 2 – 2020 Stipulated Price Contract together with its General Conditions (not attached) and the City of Waterloo Supplementary Conditions and Special Provisions (both attached) shall form part of the Contract between the Owner and Contractor.

<http://ccdc.org>.

SPECIAL PROVISIONS – Project A

SP 1 The Contractor and all Subcontractors/Suppliers that are engaged in the provision of portions of the Work for demolition or alteration are specifically cautioned that all ways and means necessary for the abatement of hazardous materials, designated substances, and treatment of salvaged elements, as set out herein and elsewhere in the specification and reference documents, forms a special requirement of the Work in response to the existing conditions. All trade contractors shall design procedures, implement protection for workers, and perform material removal and salvage in accordance with a design approved by authorities having jurisdiction, at no further cost to the Owner. Special requirements for working conditions in the presence of such materials and hazards, and the requirements for abatement in re-used material, and the requirements for disposal of such material where not identified for re-use in the finished Work, are further set out in the OHSA, by the Ministry of Labour, Training and Skills Development requirements and guidelines, in other applicable Federal and Provincial legislation, and elsewhere in this specification. Notwithstanding, the Contractor and all trade contractors shall conduct themselves in accordance with the provisions of these requirements when performing selective demolition and removals related to aspects of the Work.

SP2 **Construction Schedule**

The Contractor shall, within seven (7) days of receiving the notice of award of the Contract, prepare and submit to the City a construction schedule, in accordance with GC 3.4 CONSTRUCTION SCHEDULE, paragraph 3.4.1.

SP3 **Site Location**

The site is located at:

WATERLOO CITY HALL, 100 REGINA ST SOUTH, WATERLOO ON, N2J 4P9

SP4 **Insurance**

Insurance shall name **The Corporation of the City of Waterloo, the Regional Municipality of Waterloo, and John MacDonald Architect Inc. and any other person as directed by the City or its consultant** as an additional insured with a cross liability endorsement and severability of interests provision.

SP5 **Liquidated Damages**

The sum of **One Thousand (\$1,000.00) DOLLARS** per day is for liquidated damages for each and every calendar days delay past the specified Ready-for-Takeover date of **December 19, 2025** in accordance with Supplementary Condition 3.18.

SPECIAL PROVISIONS – Project B

SP 1 The Contractor and all Subcontractors/Suppliers that are engaged in the provision of portions of the Work for demolition or alteration are specifically cautioned that all ways and means necessary for the abatement of hazardous materials, designated substances, and treatment of salvaged elements, as set out herein and elsewhere in the specification and reference documents, forms a special requirement of the Work in response to the existing conditions. All trade contractors shall design procedures, implement protection for workers, and perform material removal and salvage in accordance with a design approved by authorities having jurisdiction, at no further cost to the Owner. Special requirements for working conditions in the presence of such materials and hazards, and the requirements for abatement in re-used material, and the requirements for disposal of such material where not identified for re-use in the finished Work, are further set out in the OHSA, by the Ministry of Labour, Training and Skills Development requirements and guidelines, in other applicable Federal and Provincial legislation, and elsewhere in this specification. Notwithstanding, the Contractor and all trade contractors shall conduct themselves in accordance with the provisions of these requirements when performing selective demolition and removals related to aspects of the Work.

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The Contractor shall, within seven (7) days of receiving the notice of award of the Contract, prepare and submit to the City a construction schedule, in accordance with GC 3.4 CONSTRUCTION SCHEDULE, paragraph 3.4.1.

SP3 **Site Location**

The site is located at:

WATERLOO CITY HALL, 100 REGINA ST SOUTH, WATERLOO ON, N2J 4P9

SP4 **Insurance**

Insurance shall name **The Corporation of the City of Waterloo, the Regional Municipality of Waterloo, and DEI Consulting Engineers and any other person as directed by the City or its consultant** as an additional insured with a cross liability endorsement and severability of interests provision.

SP5 **Liquidated Damages**

The sum of **One Thousand (\$1,000.00) DOLLARS** per day is for liquidated damages for each and every calendar days delay past the specified Ready-for-Takeover date of **September 30, 2025** in accordance with Supplementary Condition 3.18.

DESCRIPTION OF BID – Project A

1.0 INTRODUCTION

The city of Waterloo is seeking the services of a qualified contractor to undertake two interior renovation projects at Waterloo City Hall.

Project A involves the renovation of office suites on the second floor of City Hall. The scope includes the development of open office spaces, enclosed offices for Managers, Directors, and the Commissioner, as well as small and large meeting rooms located along the main corridor to enhance collaboration and staff interaction. This project will be completed in two phases:

- **Phase 1:** Renovation of the Planning Area.
- **Phase 2:** Renovation of the remaining work areas on the second floor.

John McDonald Architects is the designated consultant for this project.

2.0 DESCRIPTION

Project A: The interior renovation includes architectural, mechanical and electrical revision to the existing spaces within City Hall.

The architectural renovation includes for demolition of existing space, new interior partitions, replacement of flooring and acoustic ceilings.

The electrical renovations include installation of new lighting fixtures, rewiring and outlets.

The mechanical renovations include HVAC revisions to supply and return ducting and grilles.

For further detail, please refer to attached specifications and drawings.

3.0 SCHEDULE

The City intends to proceed with the renovation of the Planning Area on the second floor as **Phase 1** of Project A. **Phase 2** of Project A will commence upon the completion of Phase 1. The General Contractor is required to strictly adhere to the project schedule and key milestones. Refer to Table 1 for Key Project Milestones associated with the Work.

The City reserves the right to alter the project schedule at any time in its absolute discretion.

Table 1: Key Project Milestones – Project A

Project A Phase	Milestone	Date
Construction – Project A – Phase 1	Start	July 1, 2025
	Completion	August 29, 2025
Construction – Project A – Phase 2	Start	September 22, 2025
	Completion	December 19, 2025

4.0 PROJECT COORDINATION

The Contractor shall be responsible for coordinating and managing the Work for both Project A and Project B through two separate CCDC2 Contracts. All submissions, including but not limited to Requests for Information (RFIs), shop drawings, submittals, schedule of values and change requests, progress payments shall be directed to the respective Lead Consultants responsible for project A is John McDonald Architects.

The Contractor shall maintain clear and separate documentation for each project to ensure accurate tracking and communication with the designated Consultants.

Applications for payment shall be submitted separately for each project and will be reviewed, approved, and certified by the respective Consultant before submission to the Owner for processing.

The Contractor shall notify and coordinate with consultants for any work that affects multiple project scopes to ensure alignment of design intent and construction execution.

The Contractor shall maintain open communication with the Owner and both Consultants to ensure the seamless execution of both projects while adhering to the overall project schedule.

All project-related meetings shall be scheduled separately for each project with their respective consultant teams to ensure proper coordination and oversight.

5.0 ADMINISTRATIVE

Schedule and administer meetings every 2 weeks (or more frequently as required) with the Consultants throughout the progress of the Work. Schedules to be updated with the Consultants every 2 weeks for distribution at each meeting. Prepare agenda for such meetings.

The Contractor shall chair such meetings. The Contractor shall administer such meetings and prepare minutes within three (3) days after the meeting date for distribution to the Owner and the Consultants.

Throughout the Work and prior to achieving Substantial Performance, the Contractor shall schedule pre-installation meetings as required by the Contract Documents, in coordination with the Consultant.

Prior to application for Substantial Performance of the Work, schedule a pre-takeover meeting.

Prior to application for completion of Contract, schedule a post-construction meeting.

The Successful Bidder is responsible for the preparation, monitoring and revision of construction Schedules. The schedules shall take the form of time-scaled diagrams prepared using a computerized scheduling system, capable of producing resource-and/or cost-loaded Critical Path Method (CPM) schedules.

Within fifteen (15) working days after Contract award, submit one electronic copy of the preliminary as-planned schedule, clearly labelled with data date, specific update, and person responsible for update.

DESCRIPTION OF BID – Project B

1.0 INTRODUCTION

The city of waterloo is seeking the services of a qualified contractor to undertake two interior renovation projects at Waterloo City Hall.

Project B involves the replacement of plumbing pipes in washrooms on all three floors of City Hall. The scope includes replacing the original copper piping with PVC, installing new washroom fixtures, replacing damaged ceiling tiles and light fixtures, and painting.

DEI Consulting Engineers is the designated consultant for this project.

2.0 DESCRIPTION

Project B: The interior renovation includes architectural, mechanical and electrical revision to the existing washrooms on all three floors at city hall.

The architectural renovation includes replacement of existing damaged ceiling tiles, grid, any other damaged ceiling elements and painting.

The mechanical renovation includes replacement of plumbing fixtures and piping as needed.

The electrical renovation includes replacement of light fixtures and rewiring.

For further detail, please refer to attached specifications and drawings.

3.0 SCHEDULE

For Project B, the city intends to complete the work on third floor in July in summer break and rest of the floors in August and September. The General Contractor is required to strictly adhere to the project schedule and key milestones. Refer to Table 1 for Key Project Milestones associated with the Work.

The City reserves the right to alter the project schedule at any time in its absolute discretion.

Table 2: Key Project Milestones – Project B

Project B	Milestone	Date
Construction – Project B	Start	July 1, 2025
	Completion	September 30, 2025

4.0 PROJECT COORDINATION

The Contractor shall be responsible for coordinating and managing the Work for both Project A and Project B through two separate CCDC2 Contracts. All submissions, including but not limited to Requests for Information (RFIs), shop drawings, submittals, schedule of values and change requests, progress payments shall be directed to the respective Lead Consultants responsible for project B is DEI Consulting Engineers.

The Contractor shall maintain clear and separate documentation for each project to ensure accurate tracking and communication with the designated Consultants.

Applications for payment shall be submitted separately for each project and will be reviewed, approved, and certified by the respective Consultant before submission to the Owner for processing.

The Contractor shall notify and coordinate with consultants for any work that affects multiple project scopes to ensure alignment of design intent and construction execution.

The Contractor shall maintain open communication with the Owner and both Consultants to ensure the seamless execution of both projects while adhering to the overall project schedule.

All project-related meetings shall be scheduled separately for each project with their respective consultant teams to ensure proper coordination and oversight.

5.0 ADMINISTRATIVE

Schedule and administer meetings every 2 weeks (or more frequently as required) with the Consultants throughout the progress of the Work. Schedules to be updated with the Consultants every 2 weeks for distribution at each meeting. Prepare agenda for such meetings.

The Contractor shall chair such meetings. The Contractor shall administer such meetings and prepare minutes within three (3) days after the meeting date for distribution to the Owner and the Consultants.

Throughout the Work and prior to achieving Substantial Performance, the Contractor shall schedule pre-installation meetings as required by the Contract Documents, in coordination with the Consultant.

Prior to application for Substantial Performance of the Work, schedule a pre-takeover meeting.

Prior to application for completion of Contract, schedule a post-construction meeting.

The Successful Bidder is responsible for the preparation, monitoring and revision of construction Schedules. The schedules shall take the form of time-scaled diagrams prepared using a computerized scheduling system, capable of producing resource-and/or cost-loaded Critical Path Method (CPM) schedules.

Within fifteen (15) working days after Contract award, submit one electronic copy of the preliminary as-planned schedule, clearly labelled with data date, specific update, and person responsible for update.

PROJECT A – SUPPLEMENTARY CONDITIONS TO CCDC 2 – 2020

To be downloaded as separate attachment from the Bidding System under Documents.

PROJECT B – SUPPLEMENTARY CONDITIONS TO CCDC 2 – 2020

To be downloaded as separate attachment from the Bidding System under Documents.

PROJECT A – SPECIFICATIONS AND DRAWINGS

To be downloaded as separate attachments from the Bidding System under Documents.

PROJECT A – REFERENCE DOCUMENTS

To be downloaded as separate attachments from the Bidding System under Documents.

PROJECT B – SPECIFICATIONS AND DRAWINGS

To be downloaded as separate attachments from the Bidding System under Documents.

PROJECT A – SUPPLIER PERFORMANCE SCORECARD

To be downloaded as separate attachment from the Bidding System under Documents.

PROJECT B – SUPPLIER PERFORMANCE SCORECARD

To be downloaded as separate attachment from the Bidding System under Documents.

BIDDING SYSTEM DOCUMENT

The attached Bidding System Document is a **preview only**. This will be replaced with the successful bidder's Bid Submission.

**RFT25-06 - City Hall 2nd Floor Renovation and Washroom
Plumbing Replacement**

Schedule of Prices

The bidder, having carefully examined the RFX Documents, and having received, carefully examined and incorporated all Addenda, and having examined all conditions, circumstances and limitations affecting work, offers to enter into the contract with the City to perform the work, which is set out or called for in this bid at schedule of prices hereinafter stated. H.S.T., is additional.

* Denotes a "MANDATORY" field

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.

Project A: Bid Price - 2nd Floor Renovation

Rates provided are to be in Canadian dollars. H.S.T. is to be excluded.

Item #	Description of Work	QTY	Unit	Stipulated Price *	Subtotal
1.0	Division 1 & GC Amounts	1	lump sum		
1.1	Demolition & Removals	1	lump sum		
1.2	Rough carpentry	1	lump sum		
1.3	Firestopping and sealants	1	lump sum		
1.4	Doors and frames, hardware other than cash allowance	1	lump sum		
1.5	Studs and boardwork	1	lump sum		
1.6	Ceiling systems	1	lump sum		
1.7	Floor Finishes	1	lump sum		
1.8	Painting & Wall coverings	1	lump sum		
1.9	Window shades	1	lump sum		
1.10	Sprinkler work	1	lump sum		
1.11	Mechanical (Plumbing, HVAC + Fire Suppression)	1	lump sum		
1.12	Electrical including fire alarm work + Lighting	1	lump sum		
1.13	Comm.Data. Security systems work (Div 27 & 28)	1	lump sum		
1.14	Miscellaneous	1	lump sum		
Subtotal:					

Project A: Cash Allowance

The Cash Allowance may not be spent without prior written authorization from the City of Waterloo to do so and if not used, will revert back to the City.

Description	Subtotal
Project A: 2nd Floor Renovation - Cash Allowance (Refer to Spec Section 01 21 00)	\$ 45,000.00
Subtotal:	\$ 45,000.00

Project A: Contingency Allowance

The Contingency Allowance will not be included in the Bid Price. The Contingency Allowance may not be spent without prior written authorization from the City of Waterloo to do so and if not used, will revert back to the City.

Description	Subtotal
Contingency Allowance	\$ 50,000.00
Subtotal:	\$ 50,000.00

Project A: Unit Rate Prices Schedule for Construction Labour

Except where the Contract Documents stipulate that unit prices are not to be used, the unit price schedule will apply when calculating the price to the Owner of City-approved additions to or deductions from work under the Contract, and shall be valid for the term of the Contract. The Owner reserves the right to accept or reject any proposed unit price prior to award of the Contract. Fill in all the blanks on the Unit Price Schedule below.

Rates provided are to be in Canadian dollars. H.S.T. is to be excluded.

Description of Work	Unit	Unit Price *
Project Manager	Hour	
Site Superintendent	Hour	
General Labourer	Hour	
Journeyman Carpenter	Hour	
Journeyman Sprinkler technician	Hour	
Journeyman sheet metal worker	Hour	
Journeyman electrician	Hour	

Project A: Unit Rate Prices Schedule for Construction Material

Except where the Contract Documents stipulate that unit prices are not to be used, the unit price schedule will apply when calculating the price to the Owner of City-approved additions to or deductions from work under the Contract, and shall be valid for the term of the Contract. The Owner reserves the right to accept or reject any proposed unit price prior to award of the Contract. Fill in all the blanks on the Unit Price Schedule below.

Rates provided are to be in Canadian dollars. H.S.T. is to be excluded.

Description of Work	Unit	Unit Price *
Provision of 10' (3 m) length of 1" nominal diameter (27 mm) EMT, installed to ceiling space with pull stringer	Each	
Provision of 10' (3 m) length of 2" nominal diameter (53 mm) EMT, installed to ceiling space with pull string	Each	

Project B: Bid Price - Washrooms Plumbing Replacement - Phase 1

Rates provided are to be in Canadian dollars. H.S.T. is to be excluded.

Item #	Description of Work	QTY	Unit	Stipulated Price *	Subtotal
2.0	Mobilization and demobilization at the job site	1	lump sum		
2.1	Bonding	1	lump sum		
2.2	Insurance	1	lump sum		
2.3	Contract Administration Fee	1	lump sum		
2.4	Demolition & Removals	1	lump sum		
2.5	Finishes	1	lump sum		
2.6	Equipment	1	lump sum		
2.7	Mechanical (Plumbing, HVAC + Fire Suppression)	1	lump sum		
2.8	Electrical + Lighting	1	lump sum		
2.9	Miscellaneous	1	lump sum		
Subtotal:					

Project B: Bid Price - Washrooms Plumbing Replacement - Phase 2

Rates provided are to be in Canadian dollars. H.S.T. is to be excluded.

Item #	Description of Work	QTY	Unit	Stipulated Price *	Subtotal
2.0	Mobilization and demobilization at the job site	1	lump sum		
2.1	Bonding	1	lump sum		
2.2	Insurance	1	lump sum		
2.3	Contract Administration Fee	1	lump sum		
2.4	Demolition & Removals	1	lump sum		
2.5	Finishes	1	lump sum		
2.6	Equipment	1	lump sum		
2.7	Mechanical (Plumbing, HVAC + Fire Suppression)	1	lump sum		
2.8	Electrical + Lighting	1	lump sum		
2.9	Miscellaneous	1	lump sum		
Subtotal:					

Project B: Bid Price - Washrooms Plumbing Replacement - Phase 3

Rates provided are to be in Canadian dollars. H.S.T. is to be excluded.

Item #	Description of Work	QTY	Unit	Stipulated Price *	Subtotal
2.0	Mobilization and demobilization at the job site	1	lump sum		
2.1	Bonding	1	lump sum		
2.2	Insurance	1	lump sum		
2.3	Contract Administration Fee	1	lump sum		
2.4	Demolition & Removals	1	lump sum		
2.5	Finishes	1	lump sum		
2.6	Equipment	1	lump sum		
2.7	Mechanical (Plumbing, HVAC + Fire Suppression)	1	lump sum		
2.8	Electrical + Lighting	1	lump sum		
2.9	Miscellaneous	1	lump sum		
Subtotal:					

Project B: Cash Allowance

The Cash Allowance may not be spent without prior written authorization from the City of Waterloo to do so and if not used, will revert back to the City.

Description	Subtotal
Project B: Phase 1 - Allowance (Refer to Spec Section 01 21 00)	\$ 7,500.00
Project B: Phase 2 - Allowance (Refer to Spec Section 01 21 00)	\$ 7,500.00
Project B: Phase 3 - Allowance (Refer to Spec Section 01 21 00)	\$ 27,000.00
Subtotal:	\$ 42,000.00

H.S.T. #

Bidder is to provide H.S.T. account number for business.

H.S.T. # *

Specifications

RFT Contact Information

Bidders should provide the contact information for the individuals listed in the table below.

Description	Name *	Title *	Email Address *	Telephone Number *
Primary contact for this RFT				
Individual who has the authority to bind the Corporation and execute a Contract.				

Billing Information

Bidders should provide the billing information for the Corporation/Firm in the table below.

Billing Information	Details *
Full Legal Vendor Name:	
Vendor Contact Name:	
Street Address including PO Box if applicable:	
City:	
Province/State:	
Postal Code/Zip Code:	
Phone Number:	
Email Address:	

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work. Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

List of Sub-Contractors and Suppliers - Project A

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Description of Work *	Subcontractor/Supplier Name: *	Subcontractor/Supplier Address: *	Subcontractor/Supplier Phone: *	Subcontractor/Supplier Email:

List of Senior Staff - Project A

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Name *	Position *	Phone Number *	Email *

List of Sub-Contractors and Suppliers - Project B

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Description of Work *	Subcontractor/Supplier Name: *	Subcontractor/Supplier Address: *	Subcontractor/Supplier Phone: *	Subcontractor/Supplier Email:

List of Senior Staff - Project B

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Name *	Position *	Phone Number *	Email *

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the City.

If the attached file(s) cannot be opened or viewed, your Bid submission may be rejected.

- Project A - Preliminary Construction Schedule * (mandatory)
- Project B - Preliminary Construction Schedule * (mandatory)

BONDING UPLOAD SECTION

Please refer to bid performance and security in the instructions to bidders within the Bid Document.

NOTE: Bid Bond and Agreement to Bond must remain in full force and effect for a period of **ninety (90) days** from the Submission Deadline.

- Bid Bond * (mandatory)
- Agreement to Bond * (mandatory)

DECLARATIONS

The undersigned declares that:

- 1. It agrees to perform the Work, inclusive of mobilization time, in compliance with the RFT Documents and by the specified completion date of the Contract.
- 2. 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.
- 3. This bid is irrevocable and is open for acceptance by the City for a period **ninety (90) days** from the tender closing date.
- 4. The Firm or Corporation currently operates and shall continue to operate in accordance with all applicable laws, including the *Occupational Health and Safety Act* (and its regulations).
- 5. The Firm or Corporation currently operates and shall continue to operate in compliance with any and all advice, recommendations and instructions of public health officials, including as it relates to physical distancing, cleaning and disinfecting.
- 6. In accordance with the *Occupational Health and Safety Act*, it will, at all times, take all precautions to keep workers safe, including keeping them informed, creating health and safety policies and procedures and ensuring workers use the right protective equipment.
- 7. I/We agree to comply with the City's Supplier Code of Conduct which can be found at <https://www.waterloo.ca/en/government/purchasing.aspx#Supplier-code-of-conduct>.
- 8. If successful in this tender, we agree to pay, as a minimum, a Living Wage, as set by the Ontario Living Wage Network to each of our employees, workers and contractors, except those that are students, engaged in work undertaken on the premises of the City of Waterloo by our Firm/Corporation pursuant to this Contract.



I have the authority to bind the corporation/firm.

"Conflict of Interest" includes but is not limited any situation or circumstance where:

- 1. In relation to the procurement process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - 1. Having or having access to information in the preparation of its response to a bid that is confidential to the City and not available to other Bidders;
 - 2. Communicating with any person with a view to influencing preferred treatment in the procurement process; or
 - 3. Engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair.
- 2. In relation to the procurement process or related Contract, the bidder or the bidder's agents or sub-contractor/sub-consultants, other commitments, relationships or financial interests:
 - 1. Could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any personnel of the City; or
 - 2. Could or could be seen to compromise, impair or be incompatible with the effective performance of a bidder's obligations under the Contract if that bidder was determined to be a successful bidder under the procurement process.
- 3. The bidder or any affiliated persons has had prior involvement in developing the technical specifications or other evaluation criteria for this procurement.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest?

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		