



**TOWN OF PETAWAWA  
TENDER  
# CSD-01-21**

**RINK SLAB REPLACEMENT  
FOR THE PETAWAWA CIVIC CENTRE ARENA**

Sealed TENDERS, on the forms provided by the Town of Petawawa (contained herein) and clearly marked as to the contents, including TENDER reference number, will be received by the Town Clerk, until **10:00 a.m., local time, on Tuesday, February 9, 2021.**

**Inquiries regarding this TENDER shall be directed to:**

Mr. Kelly Williams  
Director of Community Services  
Town of Petawawa  
1111 Victoria Street  
Petawawa, ON K8H 2E6  
613-687-5678 ext. 2104  
Email: [kwilliams@petawawa.ca](mailto:kwilliams@petawawa.ca)

**A MANDATORY SITE MEETING WILL BE HELD ON FRIDAY JANUARY 22, 2021  
AT 2:00 PM AT THE PETAWAWA CIVIC CENTRE ARENA, 16 CIVIC CENTRE RD.,  
PETAWAWA, ONT. ANYONE WISHING TO ATTEND THE SITE MEETING MUST RSVP  
MR. KELLY WILLIAMS AT [kwilliams@petawawa.ca](mailto:kwilliams@petawawa.ca) OR 613-687-5678 EXT. 2104.**

*FAILURE TO ATTEND THE SITE-MEETING WILL RESULT  
IN A NON-COMPLIANT BID SUBMISSION*

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**THE CORPORATION OF THE TOWN OF PETAWAWA****Bidder's Checklist**

This checklist does not form part of the Tender documents. Its purpose is to help the Bidder complete the document.

The Bidder should review the entire document to ensure that the Tender has been correctly completed prior to submitting the Tender.

The closing date for the contract is stated in the Tender.

Ensure that the Tender is submitted in a sealed envelope and place the name of the project, the Tender reference number and the Bidder's name on the outside of the Tender envelope.

Bidders may submit their bid at the Petawawa Municipal Building, 1111 Victoria St., Petawawa, Ont., K8H 2E6. Complete the appropriate items and extensions. Place the Total Tendered Price in the location indicated on the Tender Form.

Complete and submit the following:

- Tender Form (Appendix A)
- Bid Bond/Certified Cheque (Section 18)
- Form of Irrevocable Offer (Appendix B)
- Employee Qualifications Form (Appendix C)
- Past Experience/ Reference Form (Appendix D)

Do not submit the following at the time of tendering: The successful Bidder will be required to complete/provide the items below as part of the contract award process.

- Form of Contract (CCDC 2, 2008 – Stipulated Price Contract)
- Certificate of Insurance
- WSIB Certificate
- Performance and Labour & Materials Bonds
- Health & Safety Policy

**TOWN OF PETAWAWA  
TENDER  
CSD-01-21**

**RINK SLAB REPLACEMENT  
FOR THE PETAWAWA CIVIC CENTRE ARENA**

**INSTRUCTIONS TO BIDDERS**

**1. PROJECT OVERVIEW AND SCHEDULE**

The Corporation of the Town of Petawawa is requesting Stipulated Price Tender submissions for the **supply and installation of a new refrigerated concrete rink slab** (the “Project”) for the Petawawa Civic Centre Arena located at 16 Civic Centre Rd. in the Town of Petawawa. Details/specifications of the entire project are described in Section 13 of the Tender Document.

**a) Purpose**

The Town of Petawawa is committed to efficient and effective management of its capital assets. The rink slab at the Petawawa Civic Centre is nearing the end of its serviceable life and requires replacement. It is the Town’s intention to replace its current arena rink slab at the Petawawa Civic Centre (approx. 47 years old) with the prescribed arena rink slab including a new rink board system.

The Town’s architectural/ engineering consultant (Barry Bryan Associates) has developed a list of specifications for the required works (Section 13) that will be the basis for the Project. This document details specific technical information on the Project required to replace the existing arena rink slab. Bidders are expected to adhere to these mandatory minimum requirements.

**b) Schedule**

The following schedule has been developed for the Project. It is the Town’s intention to open the Petawawa Civic Centre Arena for regular ice use on **September 25<sup>th</sup>, 2021**. Ice making is projected to commence on **September 16<sup>th</sup>, 2021** to allow for adequate ice surface preparation. Bidders are asked to develop their work schedule accordingly.

Issue of Tender packages	January 13, 2021
<b>On-site Meeting with Bidders</b>	<b>January 22, 2021 – 2:00 pm</b>
Deadline for Questions	February 2, 2021 – 4:00 pm
<b>Tender Closing/ Submission Deadline</b>	<b>February 9, 2021 – 10:00am</b>
Tender Opening	February 9, 2021 – 10:00 am
<b>Award of Contract</b>	<b>February 23, 2021</b>
Project Completion incl. commissioning	September 10, 2021
<b>Plant Start-up</b>	<b>September 16, 2021</b>

## 2. MANDATORY ON-SITE MEETING WITH BIDDERS

A **mandatory** pre-bid meeting for those intending to bid on the Project will take place on **Friday January 22, 2021 at 2:00 pm** at the Petawawa Civic Centre. Attendees must RSVP Mr. Kelly Williams at [kwilliams@petawawa.ca](mailto:kwilliams@petawawa.ca) or 613-687-5678 ext. 2104 to be notified of meeting requirements/changes (COVID-19 protocols) prior to the meeting. Failure to attend the meeting will disqualify the prospective bidder's tender. Each bidder will have the opportunity to examine the site, all areas and services which may affect the proper execution of the work. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable prior to the date of submission of tenders.

## 3. REGISTRATION, DELIVERY AND OPENING

Tenders must be submitted in a sealed envelope and shall be clearly marked as to the contents including tender reference number **CSD-01-2021**, and addressed to:

Town Clerk  
Town of Petawawa  
1111 Victoria Street  
Petawawa, ON K8H 2E6

Tenders will be received by the Town Clerk on or before **10:00 a.m., local time, on Tuesday, February 9, 2021**. The use of the mail for delivery of a tender will be at the risk of the bidder/ bidding firm. Submissions sent by facsimile or email or other electronic means will **NOT** be accepted.

Tenders will be publicly opened, reviewed and analyzed by the Town Clerk at a public meeting to be held at **10:15 a.m., local time, on Tuesday, February 9, 2021** in the Council Chambers at the Municipal Office, 1111 Victoria Street, Petawawa, ON.

Results of the tender opening will be presented at the regular Council/Committee Meeting on **Monday February 15, 2021**.

## 4. DISQUALIFICATION OF PROPONENTS

Under no circumstances will tenders be considered which are received after **10:00 a.m., local time, on Tuesday, February 9<sup>th</sup>, 2021**.

## 5. AMENDMENT AND WITHDRAWAL OF TENDERS

Only one tender per proponent will be accepted. A Bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that Bidder for this contract.

A Bidder may withdraw his/her tender at any time up to the official closing by submitting a letter bearing his/her signature and seal as in his/her tender to the Town Clerk, Town of Petawawa, 1111 Victoria Street, Petawawa, ON K8H 2E6. Such a submission must be received in sufficient time to be marked before 10:00 a.m. on the date of closing of the tender. The Bidder shall show his/her name and the tender reference number on the

envelope containing such a letter. Tenders received after the stated closing time will be returned unopened to the Bidder.

## **6. INFORMAL OR UNBALANCED TENDERS**

All entries in the Tender Form shall be made in ink. Entries or changes made in pencil shall, unless otherwise decided by the Town, be deemed invalid or informal. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations (unless properly and clearly made and initialed by the bidder's signing officers) or irregularities of any kind, may be rejected as informal.

Tenders that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Town, may be rejected unless otherwise decided by the municipality.

The Town reserves the right to waive formalities at its discretion.

There shall be no obligation on the Town to advise any proponent of the reasons as to why any tender is rejected or to justify the rejection of any tender.

## **7. TENDER FORM**

Each Bidder shall include a completed Tender Form (Appendix A) as found herein, together with anything further or sheets, which the Bidder is instructed elsewhere herein, or in any addendum hereto, to submit with their tender. The Bidder may retain the rest of the request for tender documents issued to them.

The Tender documents including the Contract Form (Canadian Standard Form of Agreement between Owner and Contractor, Canadian Standard Construction Document CCDC 2, 2008.), as amended by the Supplementary General Conditions, the Instructions to Bidders, Specifications, Tender Form and the Project drawings are all complementary and shall be read together.

Personal information contained in this request for tender is collected under the authority of the *Municipal Act, S.O. 2001*, as amended, and the *Municipal Freedom of Information and Protection of Privacy Act*, as amended. Questions about this collection should be directed to the Town Clerk, Town of Petawawa, 1111 Victoria Street, Petawawa, ON K8H 2E6.

The Bidder shall give the Total Stipulated Price and shall fill in all blank spaces and other information requested on the Tender Form. All prices (unless otherwise specifically requested in the Tender Documents) shall be "Work completed" prices, and shall be understood to include all material, labour and other expenses including fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned.

## **8. TOTAL STIPULATED PRICE**

The Total Stipulated Price must include costs of all labour, material, equipment, and services necessary to purchase, deliver, install, commission and turn over to the Town of Petawawa the above noted equipment.

**9. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS**

Bidders shall not make verbal inquiries of Town staff. Should a Bidder find omissions from or discrepancies in any of the documents or should they be in doubt of as to the meaning of any part of such documents, they should notify the Town through Kelly Williams, Director of Community Services at 613-687-5678 ext. 2104, not later than the posted Deadline for Questions (see Project Schedule above). If the Town considers that a correction, explanation or interpretation is necessary or desirable, it shall issue an addendum to all Bidders. Bidders shall be responsible for the distribution of all Contract Documents and Addenda to all Subcontractors and suppliers. Bidders shall insert, in the space provided in the Tender Form, the Addenda numbers of all Addenda received by them. If no Addenda have been received, the word "NONE" shall be inserted in the space provided. Failure to acknowledge addenda shall result in a rejected tender.

All Bidders declare that in tendering and in entering into the contract they did not and do not rely upon information furnished by the Town or any of its servants or agents other than information furnished in writing for or in connection with Tender # **CSD-01-21**.

**10. RIGHT TO ACCEPT OR REJECT TENDER**

The highest or any tender will not necessarily be accepted. The Town has the right to reject any and all tenders for any reason whatsoever. The Town shall not be responsible for, and Bidders shall not be entitled to reimbursement for any liabilities costs, expenses, losses or damages incurred, sustained or suffered by any Bidder prior or subsequent to, or by reason of the acceptance or non-acceptance by the Town of any tender, or by reason of any delay in the acceptance of the tender. Tenders are subject to formal acceptance by the Town, and require a formal contract being prepared and executed.

Bidders are advised that acceptance of any tender will be done by resolution of Council. Any action taken by any Bidder in the absence of any notification is at the sole risk of the Bidder.

**11. HARMONIZED SALES TAX (HST)**

Tenders shall include applicable HST. This tax shall be shown separate from the unit price. The Tenderer shall NOT include any amount in his/her tender unit prices for the HST. The HST will be shown on each payment certificate and will be paid to the contractor in addition to the amount certified for payment and will therefore not affect the contract unit prices. The Bidder shall include with the executed documents, at the time of submission, on company letterhead, notification to the municipality of their HST Registration Number (if any).

**12. NOTICE OF ACCEPTANCE**

Notice of acceptance may be made by telephone to the successful proponent at the telephone number given by the Bidder. A formal written letter of acceptance will follow.

**13. SPECIFICATIONS**

Refer to the drawings and specifications for the project which are attached to the bid form for detailed project requirements.

**14. INQUIRIES**

Bidders are advised that all inquiries shall be directed to Kelly Williams, Director of Community Services, at 613-687-5678 ext. 2104 or [kwilliams@petawawa.ca](mailto:kwilliams@petawawa.ca)

**15. SUPPLIER INFORMATION**

Refer to the drawings and specifications for the project which are attached to the bid form for detailed project requirements.

**16. BASE BID TENDERS**

- a. Materials and equipment are specifically described and named in the Project Specification to establish a standard of materials and workmanship to which the Bidders shall strictly adhere. Where manufacturer's trade names are used, the Stipulated Price shall be based on the use of such materials and equipment as specified, no substitutions will be allowed.
- b. Bidders may submit with their tender alternatives based on the use of alternative material equivalent to the materials or equipment specified in quality and performance and provided clearances and dimensions shown on the drawings are maintained. For all such alternative proposals the Bidder shall include the appropriate information in Appendix 'A' to the Tender form and supplementary information as follows:
  - i. Item Specified.
  - ii. Proposed Substitution or Addition including manufacturer's name, supplier's name, and product identification.
  - iii. Change in price if any.
  - iv. A letter attached to Appendix 'A' including the reason for the proposed substitution and a detailed description of alternative including identification of differences from specified products along with a statement assuming full responsibility that any equipment shall not exceed the space requirements allocated on the drawings. The successful Bidder shall be responsible for any additional design architectural or engineering costs as may be incurred by the Consultant, and any installation cost resulting from the acceptance of a substitute piece of equipment or product.
  - v. The Tenderer further agrees to submit product material specifications, samples, technical data, references or any other supporting documentation upon request, as may be necessary for the Owner and Consultant to evaluate any proposed Alternative.
  - vi. Under no circumstances shall the value of an alternative material or equipment be included in the Stipulated Price.
  - vii. Under no circumstances will alternatives submitted after the closing of Tenders be considered.
  - viii. The Owner reserves the right to accept or reject proposed alternatives as he sees fit, and also to claim for himself the financial benefit of a substitution, if a substitution is accepted. A rejection by the Owner of the proposed alternative is final and the Owner does not become obligated to give any reason for his action.

**17. CHANGES TO GOVERNMENT TAXES**

- a) Where a change in Canadian federal or provincial taxes occurs after the tender closing date for this Contract, and this change was not announced in law prior to the time of



bidding, the Township will increase or decrease contract payments to account for the exact amount of tax change involved.

- b) Claims for compensation for additional tax cost shall be submitted by the Contractor to the Owner. Such claims for additional tax costs shall be submitted no later than 30 days after the date of acceptance of the work.
- c) Where the Owner benefits from a change in Canadian federal or provincial taxes, the Contractor shall submit to the Owner a statement of such benefits. This statement shall be submitted no later than 30 days after the date of acceptance of the work.
- d) The Owner reserves the right to make deductions from regular progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be withheld from Contract payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs, at which time the final payment adjustment will be determined.

## **18. PERMITS**

The Contractor shall supply and pay for all necessary permits, fees and other statutory requirements, the cost of which shall be included in the bid prices.

## **19. SITE EXAMINATION**

Bidders are required to satisfy themselves, by personal examination of the site and of the work and conditions which may be encountered on the site. The submission of a bid shall be deemed proof that the Bidder has satisfied himself/herself as to all of the provisions of the contract, all conditions which may be encountered, and what materials he/she will be required to supply, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion, and no claims will be entertained by the Town based on the assertion by the Bidder that he/she was not informed as to any of the provisions or conditions intended to be covered by the contract.

## **20. LABOUR AND MATERIALS BOND AND PERFORMANCE BOND**

When the Contract is signed, the Contractor must furnish a Performance Bond issued by their bonding company for 100% of the amount of the Tender; and a Labour and Materials Payment Bond issued by their bonding company for 50% of the amount of the Tender. The contract Labour and Materials Bond must provide for a (1) year guarantee of materials and workmanship from the date of commissioning. If the Contractor selected does not provide the Bonds as herein requested, the Contract will be terminated and will be awarded to the next qualified Bidder. Each Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada. Only bonds issued by insurers licensed in Canada will be accepted as per the terms and conditions of these tender documents.

## **21. BID SECURITY**

The Bidder will attach to the tender form a bid bond or certified cheque payable to the Town of Petawawa in the amount of 10% of the Total Stipulated Tender Price. Should the Bidder withdraw their tender or default in executing a contract or providing the required Performance Security in accordance with the terms of the bid documents, the

Owner shall have sustained liquidated damages in the amount equal to the difference between the amount of this bid and the amount for which the Owner legally contracts with another party to perform the work, if the latter amount exceeds the former up to a maximum of 10% of the Total Stipulated Tender Price and such amount shall become the property of the Owner.

## **22. PROCEDURES TO BE USED IF THE TENDER EXCEEDS OWNER'S BUDGET**

- a. The procedures recommended in CCDC Document 23 will be used.
- b. In the event that all Bids received exceed the Owner's budget, the Owner will negotiate changes in the scope of the work with the bidder submitting the lowest acceptable Bid. When the negotiations result in a Contract Price acceptable to both parties, no re-bidding of the project is necessary and the Contract should be awarded at the negotiated price.
- c. If negotiations fail to produce a Contract Price acceptable to both parties, or if, in the first instance, the changes contemplated result in a value in excess of 15%, the Bid Documents may be amended and invitations to re-bid be restricted to the three (3) lowest acceptable Bids on the original Bid Call.

## **23. DELIVERY AND INSTALLATION**

The Contractor will commence the work forthwith after the receipt of a letter of intent, contract or Purchase Order or when notified to do so by the Consultant and/or Owner and to execute the work continuously to completion. Time shall be the essence of the Contract and the work shall be completed in accordance with the schedule outlined in the Instructions to Bidders. The project must be **substantially performed by September 10, 2021**.

## **24. CONTRACTOR QUALIFICATIONS AND EXPERIENCE**

Bidders, as part of this tender call, must provide qualification information on the forms provided (Appendix C). The Town may ask for copies of noted certifications/licenses for all staff performing the scope of work. All certifications and licenses must be in good standing. Where possible, all work shall be performed by staff originally assigned to this Contract. Apprentices shall be permitted to work only under direct, on site, supervision (at all times), of qualified technicians.

The Bidder must have demonstrated experience for the work to be undertaken as part of the project. All proponents are asked to provide a list of three (3) arena rink slab replacement projects that have been completed in the last five (5) years (Appendix D). The Town of Petawawa will be communicating with each contact provided to assess project quality and owner satisfaction.

The Contractor and its subcontractors will perform work in accordance with any and all codes of provincial or local application. In the case of conflict or discrepancy, the more stringent requirements shall apply. The Contractor and its subcontractors/employees must hold valid certificates for any and all work undertaken.

**25. PUBLIC LIABILITY, WSIB AND HEALTH AND SAFETY POLICY**

- a) Upon acceptance of this Tender by the Town of Petawawa, the successful Bidder shall, within ten (10) days as specified of acceptance of Tender, supply the Town of Petawawa with evidence of:
- i. Commercial General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00), inclusive of public liability and property damage, and to be complete with an endorsement naming the Town of Petawawa as an additional insured for liability with respect to this Tender, and including confirmation that there is a maximum \$5,000.00 deductible applicable to each claim under this policy. Upon award, Bidder must maintain coverage stated above throughout the contract period.
  - ii. Automobile Liability Insurance respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.
  - iii. Environmental Impairment Liability: The bidder shall effect and maintain Environmental Impairment Liability with a limit of not less than \$1,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including clean-up. Such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.
- b) The Town of Petawawa will also require evidence of the successful Bidder being in good standing with the Workplace Safety and Insurance Board.
- c) Note: All Independent Operators are required to indicate that they are, in fact, Independent Operators on the Tender and will be required to complete the supplied Workplace Safety and Insurance Board Worker/Independent Operator Status Questionnaire upon award. Upon award, vendors will maintain good standing as required by legislation.
- d) The Town of Petawawa will further require a copy of the contractors Health and Safety Policy and a copy of their method of implementation. Under the Duties of Employer and Other Persons (Section 25 (2) (j) of the Occupational Health and Safety Act states: (2) Idem- Without limiting the strict duty imposed by subsection 1, an employer shall; (j) prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy. This section of the Occupational Health and Safety Act is clear. An employer is required to have the above in place no matter how small or large a business. The Town of Petawawa requires that this information be part of the required documentation for contract award.
- e) The Contractor agrees to indemnify and save the Town harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act.
- f) The Contractor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.

- g) The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the Contractor or any of its Sub-Contractors may result in the immediate termination of this Contract herein and the forfeiture of all sums owing to the Contractor by the Town.
- h) The Contractor shall allow access to the worksite on demand to representatives of the Town to ensure compliance with the Occupational Health and Safety Act.
- i) The Contractor agrees that any damages or fines that may be assessed against the Town by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its Sub-Contractors will entitle the Town to off-set damages so assessed against any monies that the Town may from time-to-time owe the Contractor under this contract or under any other contract inclusive.
- j) The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agents, and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System, (WHMIS) as defined under the Ontario Occupational Health and Safety Act and shall provide appropriate Material Safety Data Sheets (MSDS) for these substances used for the completion of the required work, all prior to the completion of said work.
- k) Where hazardous materials, physical agents and/or designate substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the Ontario Health and Safety Act and associated regulations are complied with.
- l) The Contractor must follow WHMIS Legislation Guidelines and ensure that all employees are given proper training.

## **26. EVALUATION OF SUBMISSION**

Bidders' submissions will be evaluated based on price and completeness of their bid. The process of evaluation to determine which bid, if any, will result in an award, will involve a general assessment to ensure compliance and additional criteria relevant to the Town's requirements for this contract.

## **27. EXECUTE CONTRACT**

Within ten (10) calendar days after being advised, the successful Bidder shall execute a contract (CCDC 2, 2008) in duplicate with the Town and furnish the insurance documents, Workplace Safety and Insurance Board documents, labour and materials/performance bonds and Contractor's Health and Safety Policy as required.

## **28. CONSTRUCTION SCHEDULE**

The Contractor will submit within three (3) days of award of the contract a detailed construction schedule to the Owner for approval.

**29. RIGHT TO TERMINATE CONTRACT**

The Town of Petawawa reserves the right to terminate all or part of the Contract upon giving thirty (30) days written notice to the Contractor without explanation or financial penalty. The Town also reserves the right to terminate the Contract upon giving ten (10) days written notice to the Contractor in the event of the Contractor:

- a) Neglecting or failing to perform the work properly or diligently in the opinion of the Director of Community Services, or his designate.
- b) Refusing or failing to supply enough properly skilled personnel, proper materials or service level commitment as per the contract to properly complete the work in the opinion of the Director of Community Services, or his designate.
- c) Persistently disregarding laws or ordinances or the instructions of the Director of Community Services, or his designate.

No compensation will be provided for any early termination of the contract other than the work performed up to and including the termination date.

**30. NO ASSIGNMENT**

Unless otherwise agreed, should the Town of Petawawa enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Town of Petawawa, assign or subcontract any aspect of the Project or the deliverables.

**31. CONTRACT GUARANTEE**

The Bidder hereby covenants and agrees:

- a) To perform the contract in accordance with the specifications and bid document under which the contract is awarded;
- c) To guarantee his/her products or service against defective material and workmanship and to repair or place any damage or marring occasioned in transit.
- d) To furnish adequate protection from damage for all work and to repair damage of any kind, for which he/she or his workmen are responsible, to the premises or equipment, to his/her own or the work of other Contractors;

**32. LIQUIDATED DAMAGES**

The Contractor shall not be assessed with liquidated damages for any delay caused:

- a) By reason of changes or alteration made to the Contract;
- b) By reason of delay by the Town in issuing instructions or information;
- c) By any other act or neglect of the Town or any other Contractor of the Town or any employee of any employee of any one of them;
- d) By Acts of God, or of the Public Enemy, Acts of the Province or any Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes;
- e) and in the event of the above, the Contractor may request an extension of time.

**33. WARRANTY**

1. The Bidder warrants that all goods to be supplied are free from defects in material, workmanship and design, suitable for the purposes implied, in compliance with all applicable specifications and free from liens or encumbrance on title. All services are performed in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields. The Bidder shall be responsible for the proper performance of the work for a period of 1 year after the date of commissioning as a minimum, refer to the technical specifications for warranty extensions. The Bidder agrees to correct promptly at no cost to the Town all defects and deficiencies in the work which appear prior to the expiration of the Warranty Period. The Bidder shall be responsible for damage costs resulting from defects or deficiencies in the work.
2. All manufacturer's warranties shall remain in effect for the full duration as provided, regardless of the time frame for proper performance as stipulated in this tender document.

**34. CODES AND STANDARDS**

All work under this contract must be completed in accordance with all appropriate requirements in Federal, Provincial and Municipal laws, statutes, regulations and by-laws, relevant to this tender including but not limited to:

- *The Ontario Building Code, latest addition*
- *The Construction Lien Act, R.S.O 1990, c C.30.*
- *The Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 as amended.*
- *Workplace Safety and Insurance Act, effective January 1, 1998, as amended.*
- *The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended.*
- *ESA, as may be applicable – i.e. Permit.*
- *TSSA, as may be applicable.*
- *\*\*Any/all Covid-19 related Federal/ Provincial/ Municipal regulations including O. Reg. 82/20.*

**35. PAYMENTS**

1. Unless otherwise specified, should the Corporation of the Town of Petawawa enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the Town of Petawawa, or the date on which the invoice is received, whichever is later.
2. The Contractor will invoice the Town for work that has been completed. The invoice shall include a detailed description of the tasks included therein and shall contain all applicable taxes. The Project Manager is to inspect and verify the completed work prior to the release of payment. Failure of the Contractor or its subcontractor(s) to complete the project as per the project specifications and/or to the satisfaction of the Town will result in the reduction of the payment for incomplete work.

3. Total payment will be subject to a 10% holdback. Town officials/Project Manager will perform a final inspection within 24 hours of completion of the project as notified by the Contractor. The holdback amount will be held by the Town for a period of 45 days following the final inspection.
4. In order to obtain a Certificate of Substantial Performance, the Contractor shall submit a written request to the Town for issuance of the certificate.
5. Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the Construction Lien Act, R.S.O. 1990, c.C30, as amended, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
6. The Contractor shall include in the Total Stipulated Tender Price the publication cost of the Certificate of Substantial Performance. Publication is mandatory whether the Contractor requests Substantial Performance or not.

**Appendix A**

**TENDER FORM**

**Tender # CSD-01-21**

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Postal Code \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Name of Signing Authority \_\_\_\_\_

Sealed TENDERS, on the forms provided by the Town of Petawawa and clearly marked as to the contents including TENDER reference number, will be received by the Town Clerk, until **10:00 a.m., local time, on Tuesday, February 9, 2021** at:

Town Clerk  
Town of Petawawa  
1111 Victoria Street  
Petawawa, ON K8H 2E6

1. I/WE declare that no person, firm or Corporation other than the one who's signature or the signature of whose proper officers and seal is or are attached below, has any interest in this quotation or in the contract proposed to be taken.
2. I/WE further declare that this quotation is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a quotation for the same work and is in all respects fair and without collusion or fraud.
3. I/WE further declare that no member of the Town Council or any officer of the Corporation for the Town of Petawawa is or will become interested directly or indirectly as a contractor in the performance of the contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived there from.
4. I/WE further declare that the several matters stated in the said quotation are in all respects true.
5. I/We hereby submit the attached Tender documents to satisfy the requirements as laid out by the Town of Petawawa, inclusive of Addenda No(s): \_\_\_\_\_ (as applicable).
6. I/WE further declare that I/WE have carefully examined the Information to Bidders & Specifications, Tender Form and Form of Contract relating to the said contract, and hereby acknowledge the same to be part and parcel of any contract to be let for the work



therein described or defined and do hereby tender and offer to enter into a contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange and federal and provincial sales tax in effect on the date of the acceptance of the quotation, and all other charges on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit price set forth in the quotation herein as follows:

We \_\_\_\_\_(Company Name) agree for the Stipulated Price stated below for the supply, delivery, installation and services as may be required for the execution and completion of all work in connection with the above referenced project for the Town of Petawawa, in accordance with the General Terms and Conditions, Project Specifications and Drawings prepared for that purpose by Barry Bryan Associates, Whitby, Ontario and to the entire satisfaction of the Town of Petawawa.

Stipulated Price: \$ \_\_\_\_\_

Applicable HST: \$ \_\_\_\_\_

**TOTAL STIPULATED PRICE:** \$ \_\_\_\_\_

7. Our Stipulated Price includes Cash Allowances in the Total Amount of \$213,000.00 (Two Hundred and Thirteen Thousand Dollars) as listed in the Instructions to Bidders.

8. In the event that work extra to that included in the Contract is required, and is authorized in writing by the Owner, the Contractor will add the following percentages to the cost of the work.

	<u>Overhead</u>	<u>Profit</u>
General Contractor's Work	5%	5%
Subcontractor's Work	5%	5%

**IDENTIFIED PRICE SCHEDULE**

ITEM	DESCRIPTION	BID PRICE
<b>1.</b>	<b>Project Initiation &amp; Demolition</b>	
1.1	<b>General Requirements</b> – Including bonding, insurance, mobilization, locates, demobilization, approvals, verifications, inspections, commissioning, system demonstration, testing and all related works.	\$
1.2	<b>Demolition</b> – Demolition including any necessary removals of existing site materials and interior demolition as per the drawings and specifications.	\$
<b>2.</b>	<b>Concrete</b>	
2.1	Supply, install, and finish concrete (apron slab, concrete curbs, concrete slab, etc.)	\$
2.2	Supply and install of new concrete rink slab.	\$

<b>3. Flooring / Dasherboards</b>		
3.1	Supply and Installation of new flooring through the apron slab	\$
3.2	Supply and install of new dasher boards.	\$
<b>4. Cash Allowances</b>		
4.1	Independent Inspection and Testing.	<b>\$8,000.00</b>
4.2	Supply of Material and Labour for Refrigeration Scope of Work Cash Allowance. Note: CIMCO Refrigeration has been specified to complete the refrigeration component of this project scope of work for the amount specified. If the General Contractors intend to submit an alternative refrigeration vendor the Town shall reserve the right to approve the alternative refrigeration sub-trade prior to award of the project.	<b>\$205,000.00</b>
<b>BID PRICE</b>		<b>\$</b>

**Schedule of Contract Unit Prices**

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Price</b>	<b>Credit</b>
1.	Saw cutting, breaking out, removal and disposal of existing concrete apron slabs, and slabs on grade (not including refrigerated rink slab) per M3	M3	\$	N/A
2.	Earth excavation by hand calculated in its natural bed, including disposal off the site per M3	M3	\$	N/A
3.	Earth Excavation by machine, calculated in its natural bed, including disposal off the site per M3	M3	\$	N/A
4.	OPSS Granular 'A' backfill (supply, place and compact) per M3	M3	\$	\$
5.	Sand fill as specified, (supply, place and compact) per M3.	M3	\$	\$
6.	Stockpile and reuse existing excavated fill material below the rink slab which has been approved by the geotechnical consultant. The reused fill will be placed and compacted in accordance with the drawings and specifications deleting the disposal of the existing fill and supply/ compaction of the new fill material.	M3	\$	N/A
7.	OPSS Granular "B" backfill supply, place and compact per M3.	M3	\$	\$

8.	Supply and install of reinforcing steel per ton.	Ton	\$	\$
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Tender price includes the receiving, handling and (installation of allowance item(s)), including all related supervision, administration, overhead and profit.

9. Unit Rates:

We agree that, when requested by the Owner, additional work will be performed at following unit prices exclusive of Overhead and Profit which shall cover all charges for labour and materials, supervision, plant and tools. The Owner reserves the right, at his sole discretion, to negotiate unit rates, or request lump sum cost estimates for changes to the work in lieu of using unit rates. Deletions will be deducted from additions before these unit prices are applied. Credits will be deducted from extras before charges for overhead and profit are added. All work will be performed in accordance with the Contract Documents. HST is not included in these unit prices.

- 10. We agree the Owner reserves the right to accept or reject prices bid for the work or for any portion of the work.
- 11. We agree to complete all work including necessary overtime work pursuant to this Contract in the period required to meet the scheduled completion dates.
- 12. Attached to this Tender is our most recent Workplace Safety and Insurance Board Firm Detail Profile Report (CAD-7), NEER or Cost & Frequency Record.
- 13. We have carefully examined all the Tender Documents, have visited the Site, and have a clear and comprehensive knowledge of the Work required under this Contract and of all the working conditions and schedule requirements.
- 14. We submit the names of subcontractors upon whose tender the stipulated price was based:

TRADE	FIRM	ADDRESS
Demolition		
Excavation and Backfilling		
Concrete Finishing		
Electrical		
Dasherboards		

- 15. I/We hereby agree to start work on \_\_\_\_\_ and agree that the work will be completed by \_\_\_\_\_.

**Appendix B**

**FORM OF IRREVOCABLE OFFER**

I hereby offer the above-noted amount for the supply and installation of a new refrigerated concrete rink slab at the Petawawa Civic Centre according to the terms set out in the Tender Document CSD-01-21, including the requirement to execute a formal contract acceptable to the Corporation of the Town of Petawawa within ten (10) days from the date of notification of acceptance of this tender. I have the authority to bind my company/corporation and agree that this irrevocable offer shall be open to acceptance by the Corporation of the Town of Petawawa for a period of sixty (60) days from the closing date of the receipt for tenders.

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

WITNESS \_\_\_\_\_

NAME \_\_\_\_\_

OR

TITLE \_\_\_\_\_

(Affix Company Seal if applicable)

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/PROV. \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX NO. \_\_\_\_\_

EMAIL \_\_\_\_\_

### Appendix C

#### CONTRACTOR QUALIFICATIONS

Please provide a list of employees certified and licensed to perform the scope of work as stipulated in this tender document.

##### SITE SUPERVISOR PROOF OF ABILITY

The general contractor must provide, at a minimum, a resume of the proposed site supervisor for the project. The site supervisor must be qualified and familiar with rink replacement projects. The site supervisor must be assigned to this project for the duration of construction.

Name of Site Supervisor: \_\_\_\_\_

Years of Experience on Rink Replacement Projects: \_\_\_\_\_

Other Qualified staff:

Name \_\_\_\_\_

Position: \_\_\_\_\_

Years of Experience on Rink Replacement Projects: \_\_\_\_\_

Name \_\_\_\_\_

Position: \_\_\_\_\_

Years of Experience on Rink Replacement Projects: \_\_\_\_\_

Name \_\_\_\_\_

Position: \_\_\_\_\_

Years of Experience on Rink Replacement Projects: \_\_\_\_\_

**Appendix D**

**CONTRACTOR EXPERIENCE/ ABILITY**

**GENERAL CONTRACTOR PROOF OF ABILITY**

The general contractor must have completed a minimum of three (3) indoor rink slabs in the past five (5) years. The general contractor must provide as part of the tender submission three (3) rink slab reference projects with appropriate references. This information will be used by the Municipality to determine if the Bidder is, in the opinion of the Municipality, qualified to adequately perform the work.

**1. RINK SLAB #1 – COMPANY NAME, DATE AND LOCATION OF PROJECT:**

\_\_\_\_\_

DESCRIBE THE WORK COMPLETED BY YOUR COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\$ VALUE OF YOUR PORTION OF THE PROJECT: \$\_\_\_\_\_

Rink Replacement Project? YES  NO

**CONTACT REFERENCE:**

NAME AND TITLE:

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**2. RINK SLAB #2 – COMPANY NAME, DATE AND LOCATION OF PROJECT:**

\_\_\_\_\_

DESCRIBE THE WORK COMPLETED BY YOUR COMPANY:

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\$ VALUE OF YOUR PORTION OF THE PROJECT: \$\_\_\_\_\_

Rink Replacement Project? YES  NO

**CONTACT REFERENCE:**

NAME AND TITLE:

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PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**3. RINK SLAB #3 – COMPANY NAME, DATE AND LOCATION OF PROJECT:**

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DESCRIBE THE WORK COMPLETED BY YOUR COMPANY:

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\$ VALUE OF YOUR PORTION OF THE PROJECT: \$\_\_\_\_\_

Rink Replacement Project? YES  NO

**CONTACT REFERENCE:**

NAME AND TITLE:

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_