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1.1 DESCRIPTION OF WORKS

This project includes the construction of a new water pollution control plant located at 310 Water Street West, Napanee, ON. The project includes the supply and installation of all buildings and equipment for the new Headworks, new AGS Tanks, New Operations Building, New Tertiary / UV Building and rehabilitation of parts of the existing anaerobic digesters.

1.2 SITE OFFICE

A site office as specified in the Special Provisions shall be provided by the Contractor.

1.3 LIQUIDATED DAMAGES

Liquidated damages in the amount of any direct costs as may be established by the Owner plus \$500 per day for each day that the work is not completed within the schedule as defined herein will be assessed against the contractor.

1.4 DELIVERY OF TENDERS

Contractors shall submit a PDF copy of their submission, with signature, on Bids&Tenders.

Receipt of PDF copy proposals will be confirmed by the time of receipt to the Town's Bids&Tenders website. Proposals received at 11:01:00 am or later will be deemed to be late and rejected.

On the closing day, commencing approximately 15 minutes after the closing time, the emails will be opened, and the tenders will be read and recorded publicly by a representative from the Owner and their agent in the location stated in the tender advertisement. Tenders will then be checked and analyzed and a report making recommendation to the Owner will be completed.

1.5 DISQUALIFICATION OF TENDERS

Under no circumstances will tenders be considered which:

- a) Are received after the stipulated closing time, as recorded by the Owner on the date and at the place of tender, on the advertised closing date for tenders.
- b) Are not accompanied by a tender deposit equal to the amount specified herein.

1.6 WITHDRAWAL OF QUALIFYING OF TENDERS

A tender 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 tenderer for this contract.

A tender may withdraw or qualify their tender at any time up to the official closing time by submitting a letter bearing their signature and seal as in their tender to be delivered to the Owner. The submission must be deposited in the tender box, marked with a time and date of receipt before the stated tender closing. The tenderer shall show their name, the name of the project,

and the contract number(s) on the envelope containing such letter. No telegrams, fax transmissions, electronic communications or telephone calls will be considered.

1.7 INFORMAL OR UNBALANCED TENDERS

All entries in the Form of Tender shall be made in ink or electronically. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal.

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialed by the tenderer's signing officer) 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 Owner may be rejected.

Wherever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Owner.

A discrepancy in addition or subtraction in a tender shall be corrected by the Owner by adding or subtracting the items correctly and correcting the Total Tender Price accordingly, unless otherwise decided by the Owner. Where an error has been made in transferring an amount from one part of the Form of Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the total Tender Price shall be corrected accordingly.

If a tenderer has omitted to enter a price for an item of work set out in the Form of Tender, they shall, unless they have specifically stated otherwise in their tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender Price on account of such omission.

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

Tenderers who have submitted tenders that have been rejected by the Owner because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

1.8 EXAMINATION OF SITE

Each tenderer should visit the site of the work before submitting their tender, refer to Item 1.34 for the mandatory job showing, and should satisfy themselves by personal examination as to the total conditions to be met with during the construction and conduct of the work. They shall make their own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. They are not to claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

The Owner has made no arrangements with private owners for site investigations to be carried out by prospective tenderers. If any person proposes to carry out any investigation on any property relative to the proposed works, they shall, before entering the said property, and any

other property for the purpose of obtaining access to the said property, and before commencing the said investigation, contact each owner and occupant of the said properties and advise them of the nature and extent of the proposed investigation and obtain an agreement in writing thereto of all such owners and occupants. The person (or firm) who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate promptly all property which has been disturbed by such investigation or by use of such access and shall be responsible for all damage and claims resulting therefrom in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as an agent of or to make any representation on behalf of the Owner and the Owner shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

1.9 TENDER

Each tender shall be in accordance with the General Conditions and shall include a completed Form of Tender, Statements A to C inclusive, an Agreement to Bond, all as bound herein and a tender deposit as required herein, together with any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with their tender. The tenderer may retain the rest of the tender documents issued to them.

The tenderer shall give the total tender price both in words and in figures and, except as is otherwise specifically permitted in the Form of Tender, shall fill in all blank spaces for unit prices, item prices, lump sums, and other information in the Form of Tender. All prices tendered and all amounts to be paid will be in Canadian Dollars.

The tender must be enclosed in the tender envelope. The tenderer's name and address shall appear on the outside of the envelope.

1.10 OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Tenderer find emissions from or discrepancies in any of the tender documents or should the Tenderer be in doubt as to the meaning of any part of such documents, the Tenderer shall notify the Owner or their representative without delay, and no later than five (5) business days before the closing date for tenders.

Communication between the Tenderer and the Owner or their representative must be in writing, and if the Consultant considers that a correction, explanation, or interpretation is necessary or desirable, an Addendum will be issued to all who have taken out tender documents. Addendum will be issued to all plan takers by the Tender delivery platform.

The Consultant will only make official modifications to the Tender by issuing official addendums. Any oral statement or other representation from any source is not accepted as binding, unless confirmed through an official written addendum.

1.11 QUANTITIES ARE ESTIMATED

The quantities shown for unit price items in the Form of Tender are estimated only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or

materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

The Contract Administrator has the right to increase or reduce the quantities required or to suspend or omit any item or portion of the work at any time as they may deem advisable. The Contractor shall not be entitled to any compensation for loss of anticipated profit as a result of the deletion of any item or part of an item from the Form of Tender, unless said item is a Major Item as defined in the General Conditions.

1.12 ACCEPTANCE OR REJECTION OF TENDERS

Subject to the General Conditions, except as provided hereunder, neither the Contract Administrator nor any officer or employee of the Owner has authority to make or accept an offer or to enter into a contract on behalf of the Owner or to create any rights against or to impose any obligations on the Owner. The recommendation of a tender to the Owner for acceptance does not constitute acceptance of the tender by the Owner.

A tender is accepted by the Owner when an agreement in the form bound herein is executed by the Owner and by the tenderer or when the Contract Administrator, with the written authorization of the Owner and within the period referred to in Section 1.13 hereof, has issued a written order to commence work to the tenderer and the Owner or anyone acting on its behalf has requested the tenderer to execute the Agreement and to return it to the Owner and the acceptance of the tender and the execution of the Agreement by the Owner are subject to the express condition that the Owner receive a Performance Bond and a Payment Bond in accordance with the requirements hereof, within seven (7) days after notification of the execution of the agreement by the Owner has been mailed to the tenderer whose tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract. Tenders are subject to a formal contract being prepared and executed. The Owner reserves the right to reject any or all tenders and to waive formalities as the interests of the Owner may require without stating reasons therefor and the lowest or any tender will not necessarily be accepted. If an insufficient number of tenders are received, tenders may be returned unopened.

1.13 PERIOD OF VALIDITY OF TENDER

The tenderers attention is drawn to the Form of Tender, "Tender Validity Period", for the tender validity period. The prices entered by the Tenderer in the Form of Tender shall be based on the assumption that the Owner will notify the successful Tenderer in writing that their Tender has been accepted within sixty (60) calendar days of the Tender Opening.

1.14 TENDER DEPOSIT

Each tender shall include a tender deposit in the form of a certified cheque, bid bond or bank draft and in the amount stated in the Form of Tender and payable as instructed in the Tender Ad. The tender deposits of all but the two (2) lowest tenderers will be returned within ten (10) days after the date of opening tenders. The tender deposits of the two (2) lowest tenderers will be retained

until a tender has been accepted and the Performance Bond, the Labour and Material Payment Bond and the other documents required herein have been furnished to the satisfaction of the Owner, save that if a tenderer has not been requested by the Owner to execute the Agreement within 60 days after the date of opening tenders or if the Contract Administrator has not issued to the tenderer a written order to commence work within the said 60 days, their tender deposit will be returned, except as otherwise provided herein. After the execution of the Contract and the receipt by the Owner of the Performance Bond and the Labour and Material Payment Bond the tender deposit of the successful tenderer will be returned.

If either of the above-mentioned two (2) tenderers has not been notified within 60 days after the date of opening tenders that their tender has been recommended to the Owner for acceptance, they may apply to the Owner for the return of their tender deposit. Unless otherwise determined by the Owner, the tender deposit of one of the said two (2) tenders (normally the one who submitted the second lowest tender) will be returned when so applied for. The tender deposit of the other tenderer will be retained or returned by the Owner as provided for elsewhere in this Section.

The Owner may, at its discretion:

- a) Cash a tender deposit cheque and deposit the proceeds to its account, without prejudice to the ultimate disposition of such tender deposit as provided for herein; or
- b) Return a tender deposit to a tenderer at an earlier time than provided for herein; or
- c) Return a tender deposit to a tenderer on receipt from the said tenderer of an alternative security acceptable to the Owner in lieu of the said tender deposit; and no such action shall prejudice the validity of the tender to which such tender deposit relates.

Except as otherwise herein provided the tenderer guarantees that if their tender is withdrawn before the Owner shall have considered the tenders or before or after they have been notified that their tender has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the period of seven (7) days as stipulated and as required herein, the Agreement executed by the tenderer, the Performance Bond and the Labour and Material Payment Bond executed by the tenderer and the surety company and other documents required herein, the Owner may retain the tender deposit for the use of the Owner and may accept any tender, advertise for new tenders, negotiate a contract or not accept any tender as the Owner may deem advisable.

1.15 AGREEMENT

The tenderer agrees that, if requested so to do by the Owner or anyone acting on its behalf within 60 days after the date of opening tenders, they will execute in quadruplicate and return to the Owner the Agreement in the form bound herein within seven (7) days after being so requested. If the tenderer has not been so requested within the said 60 days or if the Contract Administrator's written order to commence work has not been mailed or delivered to the tenderer or their office or their postal address within the said 60 days, the tenderer may, unless they have otherwise agreed or offered and except as otherwise provided herein, withdraw their tender.

1.16 PERFORMANCE AND PAYMENT BONDS

The Contractor, together with a surety company shall, unless otherwise directed, furnish to the Owner a Performance Bond and a separate Labour and Material Payment Bond each in the amount of one hundred percent (100%) of the total tender price. The bonds shall be those issued by a bonding agency licensed to operate in the Province of Ontario and in a form satisfactory to the Owner. The tenderer shall tender for the cost of the bonds in the item provided for that purpose in the Form of Tender on the assumption that each bond will be in the amount of 100% of the total tender price.

The tenderer shall include with their tender the Agreement to Bond executed under its corporate seal by the surety company from which they propose to obtain the required bonds. The tenderer will be required to furnish the Performance Bond and the Labour and Material Payment Bond in triplicate as required within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to them. One copy of the said bonds shall be bound into each of the three (3) executed sets of the Contract.

1.17 PROOF OF ABILITY

In order to aid the Owner in determining the responsibility of each tenderer, the tenderer shall complete the following statement sheets in the form of tender:

- a) Statement "A" – Stating the tenderer's experience in similar work which they have successfully completed. Not Applicable.
- b) Statement "B" – Giving a list of the tenderer's senior supervisory staff to be employed on the Contract with a summary of the experience of each.

1.18 SUBCONTRACTORS

The tenderer shall give in Statement "C" of the tender documents the name and address of each proposed subcontractor used in making their tender. Only one subcontractor shall be named for each part of the work to be sublet.

If the successful tenderer wishes to substitute a subcontractor other than the one named in Statement C of the Form of Tender for a specific item of work, they shall submit documentation to the Contract Administrator pertaining to the proposed subcontractor's experience and competence to carry out the work. Employment of the proposed subcontractor on the works is subject to the written approval of the Contract Administrator.

The term "subcontractor" shall not include suppliers of preselected equipment unless otherwise specifically stated in these documents or directed.

1.19 WORKPLACE SAFETY AND INSURANCE BOARD

The Contractor shall provide the Contract Administrator with copies of a Certificate of Clearance from the Workplace Safety and Insurance Board as further described in the General Conditions of the contract.

1.20 OCCUPATIONAL HEALTH AND SAFETY

To avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this contract, unequivocally acknowledges that it is the constructor within the meaning of the Occupational Health and Safety Act, and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides in addition to other matters that, "A constructor shall ensure, on a project undertaken by the constructor that:

- (a) the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- (b) every employer and every worker performing work on the project complies with this Act and the regulations; and,
- (c) the health and safety of workers on the project is protected."

1.21 CANADIAN LABOUR AND MATERIAL

Unless otherwise specifically approved in writing by the Contract Administrator or specified in the Contract the Contractor shall employ Canadian labour. He shall utilize materials, parts and equipment of Canadian manufacture in constructing the works wherever possible. Provincial policy provides for a preference of up to ten percent (10%) for Canadian content in the analysis of tenders.

1.22 COST OF POWER AND FACILITIES AT THE SITE

The Contractor shall provide and shall bear the costs of all electricity, fuel, water and sanitary facilities required for, or at the site of, the works up to the date of substantial performance as established by the Certificate of Substantial Performance. Such costs incurred after the said date shall be borne by the Owner save that any such costs incurred in completing unfinished work or rectifying deficiencies may, at the discretion of the Contract Administrator, be charged against the Contractor.

1.23 REVIEW OF SHOP DRAWINGS

The Contractor (or subcontractor or equipment supplier acting on behalf of the Contractor) shall submit to the Contract Administrator in accordance with a procedure to be stipulated by the Contract Administrator all shop, working or setting drawings required in order to make clear the work proposed. The Contractor shall make any changes in such drawings that the Contract Administrator may require.

When submitting such drawings, the Contractor shall notify the Contract Administrator in writing of all respects in which such drawings differ from the requirements of the Contract or from previously notified requirements of the Contract Administrator. The Contract Administrator's review of such drawings shall not be construed as approval of such differences unless the Contractor has complied with the preceding sentence hereof and unless the Contract Administrator has specifically approved such differences in writing.

The Contract Administrator's review of such drawings shall not relieve the Contractor from responsibility for the correctness of the drawings or the adequacy of the details shown on the drawings.

Work shall not be carried out before the Contract Administrator's review of the shop, working or setting drawings relating to such work has been carried out.

1.24 MACHINERY AND EQUIPMENT SUPPLIED BY THE CONTRACTOR

The Contractor is responsible for ensuring that all machinery and equipment supplied by them, or by any subcontractor under the Contract, complies with the requirements of the Contract and in particular with the requirements of the Specifications for machinery and equipment, and that all suppliers of such machinery and equipment comply with such requirements. Failure on the part of a supplier to comply with such requirements shall not relieve the Contractor of responsibility for ensuring that the requirements of the Contract are fulfilled.

1.25 HARMONIZED SALES TAX

The total tendered amount noted in the Form of Tender shall be exclusive of Harmonized Sales Tax. Payments of the Harmonized Sales Tax will be made to the contractor in conjunction with amounts certified as due on Monthly Payment Certificates as approved by the Contract Administrator. The amount of tax due will be shown as a separate item.

1.26 NON-RESIDENT CONTRACTOR

If the Contractor is non-resident in Ontario, they shall, immediately after they have received the Contract Administrator's written order to commence work, obtain from the Retail Sales Tax Branch a certificate showing that the Contractor has registered with the Retail Sales Tax Branch and shall submit such certificate to the Owner at the same time that they furnish the Performance Bond and the Labour and Material Payment Bond.

If the Contractor is non-resident in Ontario, they shall not commence work or order any materials or equipment for the Contract until they have registered with the Retail Sales Tax Branch.

The Contractor shall ensure that all subcontractors whom they propose to use for carrying out any of the work required by the Contract and who are non-resident in Ontario have registered with and have complied with the requirements of the Retail Sales Tax Branch before they commence any such work.

1.27 INSURANCE

The Contractor shall procure and maintain insurance, naming the Owner and Contractor Administrator as additionally insured in accordance with the General Conditions and Amendments to the General Conditions.

1.28 ACCESS TO EXISTING OPERATING FACILITIES DURING CONSTRUCTION

The Contractor is reminded that it is essential that continuous access be provided to existing operating facilities within the vicinity of the working area during the entire construction period.

Therefore, the Contractor will be required to schedule work and construct necessary temporary works as necessary to ensure this requirement is met. All costs anticipated for compliance with this clause shall be included in the Tender Price.

1.29 LUMP SUM FOR MOBILIZATION/DEMobilIZATION

The first item in the Schedule of Items and Prices or, in the case of a lump sum type contract, in the Breakdown Schedule, is to cover the Contractor's cost of mobilization at the beginning of the construction period and demobilization at the close of the construction period. The price entered for this item shall be consistent with the costs involved but shall not, in any event, exceed ten percent (10%) of the total tender price.

If the tenderer has entered against this item in his tender a price in excess of ten percent (10%) of the total tender price, the Owner shall, in preparing contract documents based upon the tender, reduce the price for the said item to an amount not exceeding ten percent (10%) of the total tender price and shall add the amount of the reduction to the price for the "Lump Sum for Other Requirements" item so that the total tender price shall not be affected.

Sixty percent (60%) of the price for the Mobilization and Demobilization item shall be considered as relating to mobilization and the balance to demobilization.

The payment for mobilization shall be included in the first payment certificate issued for the Contract subject to the Contract Administrator being satisfied that full mobilization has been carried out. If the Contract Administrator is not so satisfied, he shall allow a payment which, in his opinion, reflects the degree of mobilization effected to date.

The payment for demobilization shall become due following Substantial Performance of the works and subject to the Contract Administrator being satisfied that full demobilization has been carried out. The Contract Administrator may, in his discretion, allow partial payment for demobilization before full demobilization has been affected.

1.30 LUMP SUM FOR OTHER REQUIREMENTS

In this item of the Schedule of Items and Prices, or in the case of a lump sum type contract, in the Breakdown Schedule, the tenderer shall enter his tender price for providing items such as watchmen, permits and approvals (other than those to be paid by the Owner), items required by the Drawings or Specifications but which have been omitted from the Schedule and other items required by the Contract but not specifically covered by or related to the other items in the Schedule.

1.31 BREAKDOWN OF TOTAL TENDER PRICE

For lump sum type contracts, the two (2) low tenderers shall, when requested by the Contract Administrator, provide a breakdown of the total tender price in the form included in the Form of Tender within two (2) working days after the opening of tenders.

If, in the opinion of the Contract Administrator, the breakdown contains prices which are unbalanced, the Contractor will be required to submit data to substantiate their prices. In any event, the Contract Administrator reserves the right to adjust the breakdown to correct any unbalanced prices.

1.32 CERTIFICATE AND INSTRUCTIONS FOR EQUIPMENT

The Contractor shall, unless otherwise permitted or directed in writing by the Contract Administrator, furnish to the Owner before the issuance of the Certificate or Substantial Performance and before the Owner takes over the works from the Contractor:

- (a) Three (3) copies of certificates or letters from the manufacturers of the equipment incorporated into the works (or from their accredited Agents) stating that their qualified representatives have tested the equipment which they supplied and have found everything to be satisfactorily installed and in proper working order.
- (b) Six (6) copies of the equipment manufacturer's operation and maintenance instructions and parts lists for all equipment incorporated into the works under the Contract.
- (c) A certificate or letter from the electric power commission which has jurisdiction in the area of works stating that the said commission's representative has inspected the electrical installations in the works and is satisfied that they are in accordance with the said commission's requirements.

1.33 PAYMENT TO PRE-SELECTED EQUIPMENT SUPPLIER

As per the General Conditions, the successful Contractor will novate the purchase agreement between the Town of Greater Napanee and the individual pre-selected equipment suppliers as per the Terms of the Novated Supply Contracts.

1.34 JOB SHOWING

A mandatory job showing is scheduled for Tuesday, February 11th, 2025 at 10:00 am at the site of the Napanee WPCP located at 310 Water Street West, Napanee. The job showing is mandatory for all general contractors who are bidding the project. Sub-contractors or suppliers may attend the job showing but it is not mandatory for them.