



City of Peterborough Invitation to Tender
For
City Hall Service Peterborough Renovations

Invitation to Tender No.: **ITT-43-24**

Issued: **March 28, 2024**

Submission Deadline: **April 25, 2024; at 2:00:00 PM local time**

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Part 1 – Invitation and Submission Instructions

1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by the City of Peterborough (the “City”) to the City’s prequalified general contractors of RFSQ-02-23 (the “Bidder”) to submit bids for **ITT-43-24 City Hall Service Peterborough**, as further described in Section D.1 of the ITT Particulars (Appendix D) (the “Deliverables”).

The following bidders have been prequalified through **RFSQ-02-23** and are permitted to bid on this ITT:

- B.E. Construction Ltd.
- Barry Electric Contractor Inc.
- Brook Restoration Ltd.
- Dalren Limited
- Dineen Construction (2017) Corporation
- M.J. Dixon Construction Limited
- MVW Construction & Engineering Inc.
- Pegah Construction Ltd.
- Ritestart Limited
- Roof Tile Management Inc.
- Rutherford Contracting Ltd.
- Snyder Construction

The City is seeking to retain the services of a prequalified general contractor (“GC”), to construct and renovate areas of the main level at City Hall for the new City Hall Service Peterborough, located at 500 George Street North, Peterborough, Ontario, K9H 3R9; hereinafter referred to as the “Contract”/the “Work”/the “Project”.

1.2 ITT Contact

To contact the City in relation to this ITT, bidders must register with the City’s bidding system at <https://cityofpeterborough.bidsandtenders.ca> and initiate the communication electronically through the Question and Answer function. The City will not accept any bidder’s communications by any other means, except as specifically stated in this ITT.

For the purposes of this procurement process, the “ITT Contact” will be:

Amélie Besnard, Housing Services Capital Project Manager

Bidders should only contact the ITT Contact where specifically instructed to in this ITT. All other communication in relation to this ITT must be through the City’s bidding system, as described above.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than in accordance with this section. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder's bid.

1.3 Type of Contract for Deliverables

The selected bidder will be required to enter into an agreement with the City for the provision of the Deliverables in the form attached as Appendix A to the ITT (the "Agreement"). It is the City's intention to enter into the Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of **one (1) year**.

1.4 ITT Timetable

Description	Date
Issue Date of ITT	March 28, 2024
Mandatory Site Visit	April 4, 2024 at 7:30 a.m.
Deadline for Questions	April 11, 2024 12:00:00 local time
Deadline for Issuing Addenda	April 18, 2024
Submission Deadline	April 25, 2024; 2:00:00 p.m. local time
Anticipated Execution of Agreement	May 9, 2024
Irrevocability Period	60 days

The ITT timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

Mandatory Site Meeting

A mandatory site visit will be held at **7:30 a.m. local time, on Thursday, April 4, 2024** at 500 George Street North at the main front doors of City Hall, Peterborough, ON, K9J 5K6. Questions should not be asked at the site meeting; they should be submitted directly through bids&tenders™. The bidder must follow the instructions stated in Item 3.2.1 of this documents.

Bidders will be required to sign in upon arrival. Only those prequalified bidders whose names appear on the sign in sheet will be permitted to submit a bid on this tender.

1.5 Submission of Bids

1.5.1 Bids to be Submitted to Prescribed Location

Bids must be submitted electronically to:

<https://cityofpeterborough.bidsandtenders.ca>

1.5.2 Bids to be Submitted on Time

Bids must be submitted on or before the Submission Deadline. Bids submitted after the Submission Deadline will not be accepted. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1.5.3 Bids to be Submitted in Prescribed Format

All bidders shall have a bidding system vendor account and be registered as a plan taker for this opportunity, which will enable the bidder to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda and submit their bids electronically through the bidding system.

Bidders are cautioned that the timing of their submission is based on when the bid is received by the bidding system, not when a bid is submitted by a bidder, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the City recommends that bidders allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the City's bidding system web clock.

Bidders should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the bidder advising when the bid was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a bidder has obtained this solicitation document from a third party, the onus is on the bidder to create a bidding system vendor account and register as a plan taker for the opportunity at <https://cityofpeterborough.bidsandtenders.ca>.

1.5.4 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid prior to the Submission Deadline, the bidder is solely responsible for ensuring that the bid is withdrawn through the bidding system.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of 60 days running from the moment that the Submission Deadline passes.

[End of Part 1]

Part 2 – Evaluation and Award

2.1 Stages of Evaluation

The City will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the City, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section D.3 of the ITT Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the mandatory submission forms. Any bid containing any such changes, whether on the face of the mandatory submission forms or elsewhere in the bid, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the City, be rejected. The mandatory technical requirements are listed in Section D.4 of the ITT Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Lowest Compliant Bidder

Subject to the City's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a coin toss.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the City to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section D.5 of the ITT Particulars (Appendix D), within ten (10) days of notice of selection. This provision is solely for the benefit of the City and may be waived by the City.

2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within ten (10) days of notice of selection, the City may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the City.

[End of Part 2]

Part 3 – Terms and Conditions of the ITT Process

3.1 General Information and Instructions

3.1.1 ITT Incorporated into Bid

All of the provisions of this ITT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this ITT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this ITT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.1.5 Past Performance

In the evaluation process, the City may consider the bidder's past performance or conduct on previous contracts with the City or other institutions.

3.1.6 Information in ITT Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this ITT.

3.1.7 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8 Bid to be Retained by the City

The City will not return the bid or any accompanying documentation submitted by a bidder.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of ITT

3.2.1 Bidders to Review ITT

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing to the bidding system question and answer function on or before the Deadline for Questions. All questions or comments submitted by bidders to the bidding system question and answer function shall be deemed to be received once the email has entered into the bidding system. An on-screen confirmation message will appear in the bidding system once the question has been received. No such communications are to be directed to anyone or by any other means than submission through the bidding system and the City shall not be responsible for any information provided by or obtained from any source other than the ITT Contact or the bidding system. The City is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification through the bidding system on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This ITT may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the City through the bidding system. Bidders will be required to check a box for acceptance of addenda before submitting their bid through the bidding system.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating bids, the City may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by the City shall, if accepted by the City, form an integral part of the bidder's bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once the Agreement is executed by the City and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting in the same manner that this ITT was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a bidder wishes to challenge the ITT process, it should provide written notice to the ITT Contact in accordance with the City's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the ITT 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 (i) having, or having access to, confidential information of the City in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the ITT process (including but not limited to the lobbying of decision makers involved in the ITT process), or (iii) engaging in conduct that compromises, or could be seen to

compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a bidder for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the City determines that the bidder has engaged in any conduct prohibited by this ITT.

3.4.4 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of the ITT Contact.

3.4.6 No Lobbying

Bidders must not, in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

3.4.7 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct

that compromises or may be seen to compromise the competitive process provided for in this ITT.

3.4.8 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) a situation where the Treasurer, in consultation with the City Solicitor, is satisfied that the commercial relationship between the City and the Supplier has been impaired as set out in Section 14.5.1 and/or 14.5.2 of the City Procurement By-law.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this ITT either before or after the issuance of this ITT

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this ITT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the bidder to the City immediately upon the request of the City.

3.5.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the ITT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the City

The City reserves the right to

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (f) verify with any bidder or with a third party any information set out in a bid;
- (g) check references other than those provided by any bidder;
- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a bidder other than the bidder whose bid reflects the lowest cost to the City;
- (j) cancel this ITT process at any stage;
- (k) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (l) accept any bid in whole or in part; or
- (m) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that

- (a) neither the City nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this ITT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the City's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the ITT Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the City; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

Appendix A – Form of Agreement

The form of agreement for this ITT shall be the Canadian Standard Construction Document CCDC 2 – 2020 Stipulated Price Contract.

Any Warranty/Guarantee shall be in accordance with Canadian Standard Construction Document CCDC 2, 2020.

The CCDC 2 - 2020 Contract will be the Construction Contract, as amended by the Supplemental Conditions contained in **Appendix F**.

Appendix B – Submission Form

Bidders must submit their information in accordance with the instructions provided in the bidding system.

Appendix C – Pricing

C.1 Instructions on How to Provide Pricing

- (a) Bidders must submit their pricing information in accordance with the instructions provided in the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

C.2 Evaluation of Pricing

Pricing will be evaluated based on the compliant bidder with the lowest combined stipulated sum per Pricing Table C1 – Fixed Pricing.

The City of Peterborough is seeking the services of Construction for the total duration of the project that will be comprised of four (4) distinct phases outlined in Pricing Table C.1 (refer to Phasing details in **Attachment 01 – Drawing A201**).

Pricing will be submitted for all phases of the work and will be awarded to one single bidder. A purchase order will be given to the successful bidder noting the four (4) phases of the work. The City reserves the right to award the Contract, in whole or in part and is subject to budget availability.

Appendix D – ITT Particulars

D.1 The Deliverables

This ITT is open to all general contractors prequalified under RFSQ-02-23 - Prequalification of General Contractors for Future Construction and Renovation Projects for the City of Peterborough (Bidders). The Bidders from the prequalified roster must meet the requirements of this Invitation to Tender (ITT).

The City is requesting submissions from the prequalified Bidders for the renovations of the City Hall Service Peterborough, 500 George Street North, Peterborough, Ontario, K9H 3R9 with total completion by **October 18, 2024**.

D.1.1 Work

The selected bidder or General Contractor ('GC') shall complete the work in accordance with all details, requirements and specifications set out in or attached to this ITT.

D.1.2 Scope of Work

The Scope of Work as described below involves:

- a. The work is composed of four distinct phases that will be completed consecutively. The City reserves the right to award the Contract, in whole or in part and is subject to budget availability.
- b. Establishment of construction zones on site with work areas to be limited to each active phase, which includes protection, signage, and all safety precautions, as required to allow for City staff to continue work during business hours;
- c. Supply and installation of the Deliverables as illustrated in **Attachments 1 & 2**.
- d. The work is to be closely coordinated with the City's IT Staff on the phasing approach through the City Project Manager.

D.1.3 Work Schedule

The selected bidder must be prepared to commence the work within ten days of award. All work must be completed no later than **October 18, 2024** or sooner.

Upon notification of award, the selected bidder will provide a final written Work Schedule that will be approved by the City prior to commencing the work.

All work in providing the Deliverables shall be done between the hours of 5:00 p.m. and 7:00 a.m. Monday to Friday and weekends, unless otherwise specified. The expectation is that most work can be done during off business hours.

All overtime or premium hours of work that may be incurred in the execution of the Work must be accounted for and included in the Total Lump Sum Price.

When progress of the Work falls behind the schedule submitted by the selected bidder, or jeopardizes the required substantial completion date specified, and upon instructions from the City designate, the selected bidder shall increase the forces on the site, as well as hours worked each week, in order to catch up to the schedule, or meet the required substantial completion date. This work shall be done at **no additional cost** to the Contract.

D.1.4 Drawings and Specifications

Drawings and Specifications are included in this ITT as separate PDFs. Refer to **Attachment 1 & 2** for details.

D.1.5 General and Supplementary Conditions

General and Supplementary Conditions to the Canadian Standard Construction Document CCDC-2, 2020 Stipulated Price Contract are included in this ITT as **Appendix F**.

D.1.6 Project Structure

Amélie Besnard, Housing Services Capital Project Manager, will be the City's Project Manager and Barry Bryan Associates has been retained by the City as the Consultant for this Contract.

D.1.7 Allowances for Overhead and Profits ("O&P") for Extras to the Contract

Allowance for O&P shall be limited to 10% for GC's work, or where work is sub-contracted, 10% for O&P for sub-contractor's work. The GC shall be entitled to 5% for O&P of a sub-contractor's total cost. O&P may not be charged on credits to the Contract. Where a change involves extras and credits, O&P shall apply only to the net value of the change, inclusive of all costs and site supervision.

D.1.8 Permits, Fees and Certificates

The selected bidder will provide the City with all certificates necessary, as evidence that the work conforms to the law and regulations of all authorities having jurisdiction. The selected bidder shall provide to the City copies of all plans as may be required to comply with regulations.

The City has applied and paid for the building permit.

D.1.9 Hazardous Building Materials Survey

A Hazardous Building Materials Survey is included in this ITT as a separate PDF. Refer to **Attachment 3** for details.

D.1.10 Full Time Competent Site Supervision

The selected bidder will be required to ensure that, at all times, while any and all work is being performed, that, as the GC, they have a competent site supervisor on site.

D.1.11 Operation and Maintenance Manual

The Operation and Maintenance, or “O & M” Manual, shall be submitted electronically on as USB flash drive stick, by the successful Bidder at the end of the Project. The O & M Manual shall be created in PDF and allow the use to click on an index item and be taken to that section of the O & M Manual. A minimum value of \$2,500 shall be included on the schedule of values for the O & M manual.

D.1.12 Errors, Omissions and Questions

Per Appendix F, General and Supplementary Conditions to CCDC-2, 2020, GC 1.1 – Contract Documents, “If the Contractor finds discrepancies in or omissions from the Contract Documents, which could not reasonably have been discovered before the close of bidding, or if the Contractor has any doubts as to the meaning or intent of any part of the Contract Documents, when such doubts could only have reasonably arisen after the close of bidding, the Contractor shall immediately notify the Consultant, who will provide written instructions or explanations. Neither the Owner nor the Consultant will be responsible for oral instructions.”

Bidders with questions related to a specific bid solicitation document, finding errors in, or omissions from the drawings or documents, or having any doubt as to the meaning or intent of any part of the bid solicitation document, must make their inquiry through the “**Submit Question**” feature on **bids&tenders**™ providing reference to the applicable Section(s) and Item number(s).

The City will not consider any claim, after submission of the bid, that there has been a misunderstanding with respect to the conditions imposed by the bid solicitation document. It is each bidder’s obligation to satisfy itself that it understands every aspect of the bid solicitation document.

Nothing in the bid solicitation documents relieves a Bidder from its obligation to form its own opinion, through reading the entire document and submitting questions. If indicated in the specific bid solicitation document, the document, all attachments, appendices, and addenda, if applicable, will be available on **bids&tenders**™, at <https://cityofpeterborough.bidsandtenders.ca>.

The City will not respond to questions which are submitted other than through the **bids&tenders**™ portal. The City will not respond to questions after the Deadline for Questions has passed. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than an addendum.

D.1.13 Damage to property

The selected bidder(s) shall be responsible for all damage to the site(s) during the commission of this Contract, such as, but not limited to, existing structure, finishes and surfaces shown to remain, sod tear out, broken, or misplaced parking curbs, damaged or broken asphalt. The selected bidder shall make all necessary repairs as required to make good the property(s). The selected bidder(s) and Site Contract(s) shall make note

all damage to the site, as it occurs, and send it, in writing, to the attention of the Contract Administrator.

The selected bidder shall make good all repairs prior to substantial completion of the project. The City shall have the right to make such repairs, as required, for safety or non-compliance by the selected bidder and deduct such costs from the selected bidder's invoice, or, if necessary, bill the selected bidder for such work.

D.1.14 Temporary Washrooms

The selected bidder shall provide on-site lockable portable toilets, maintaining them to provincial and municipal sanitary regulations and ensuring they are always clean. The selected bidder shall not use existing toilet facilities inside the building(s). Portable toilets are to be placed at locations as directed by the Owner. The toilets shall be removed when the work is complete. The area shall be restored to its original condition.

D.2 Material Disclosures

D.2.1 Award Subject to Budget Approval

The award of any contract will be subject to budget approval.

D.2.2 Prequalification of Bidders

The following bidders have been prequalified through RFSQ-02-23 and are permitted to bid on this ITT:

- B.E. Construction Ltd. – estimating@beconstructionltd.com
- Barry Electric Contractor Inc. – chris@barryelectric.ca
- Brook Restoration Ltd. – estimating@brookrestoration.ca
- Dalren Ltd. – matt@dalren.ca
- Dineen Construction (2017) Corporation – wlove@dineen.com
- M.J. Dixon Construction Limited – estimating@mjdixon.ca
- MVW Construction & Engineering Inc. – joanne.n@mvwconstruction.com
- Pegah Construction Ltd. – estimating@pegah.ca
- Ritestart Limited – estimating@ritestart.ca
- Roof Tile Management Inc. – tame2@rooftilemanagement.com
- Rutherford Contracting Ltd. – tenders@ruthcon.ca
- Snyder Construction – snyderconstruct.office@gmail.com

D.3 Mandatory Submission Requirements

D.3.1. Submission Form (Appendix B)

Each bid must include bidder's information that complies with the instructions contained in Submission Form (Appendix B).

D.3.2. Pricing (Appendix C)

Each bid must include pricing information that complies with the instructions contained in Pricing (Appendix C).

D.3.3 Subcontractors (Appendix E)

Each bid must include subcontractors information that complies with the instructions contained in the bid portal.

D.3.4 Other Mandatory Submission Requirements

N/A

D.3.5 Bid Bond

The selected bidder shall include a Bid Security in an amount of at least 10% of the Total Lump Sum bid price submitted, excluding HST.

Failure to provide the Bid Bond will render the bid null and void; and, in such case, the bid will not be accepted by the City.

An e-Bond shall be issued in an electronically verifiable format by surety licensed to operate in the Province of Ontario. In the case of an e-Bond “The Corporation of the City of Peterborough” shall be the beneficiary.

For general information regarding e-Bonds, proponents are encouraged to contact their surety company or visit the Surety Association of Canada at the following link:

<https://www.surety-canada.com/en/ebonding/index.html>

Information at this site includes:

- Section 1 Instructions to Proponents
- A list of third parties that provide online surety digital bond services such as Mobile Bonds or Xenex. The City does not endorse or promote any third-party digital bond service provider.
- An Industry Checklist (<http://www.surety-canada.com/files/Checklist.pdf>).
- Each bidder is responsible for any costs associated with obtaining and providing an e-Bond.

All instruction details for accessing authentication should be included with the uploaded e-Bond. **Note: A scanned pdf copy of an e-Bond is not acceptable.**

Each proponent shall upload the e-Bond to the City’s Bidding System, in the bid submission field labeled “Digital Bond”.

Proponents shall create a single zip file (see Bidding System instructions on how to create a zip file) containing its e-Bond and upload the zipped file to the field labeled “Digital Bond”.

Each proponent is responsible for any costs associated with obtaining and providing an e-Bond.

No interest will be paid on any Bid Bond.

Failure to provide the Bid Bond will render the bid null and void; and, in such case, the bid will not be accepted by the City.

D.4 Mandatory Technical Requirements

N/A

D.5 Pre-Conditions of Award

The selected bidder must satisfy the following Pre-Conditions of Award within 10 working days of notification of selection. Failure of the selected Bidder to provide all required documentation, as herein requested, may result in the forfeiture of the bidder's Bid Deposit and the selection of the next qualified Bidder.

D.5.1 Insurance

The insurance requirements will be as per CCDC41.

The selected bidder shall provide such certificates of insurance as needed to satisfy the City that insurance requirements are met.

D.5.2 WSIB Clearance Certificate

The selected bidder shall submit a copy of a current and valid Clearance Certificate from the WSIB for the type of work applicable to this ITT, or proof of exemption.

D.5.3 Performance and Labour and Materials Bonds

The selected bidder shall furnish a Performance Bond for 50% of the Total Lump Sum bid price and Labour and Materials Bond for 50% of the Total Lump Sum bid price, issued by a surety company licensed and qualified to function in the Province of Ontario.

The Performance Bond shall remain in force, without reduction, for a period of one year from substantial completion.

D.5.4 CCDC-2, 2020 Contracts

Contract shall be CCDC-2, 2020 contract. The selected bidder must be willing to sign CCDC-2, 2020 contract including the City's General and Supplementary Conditions to CCDC-2, 2020 included as **Appendix F** to this document.

D.5.5 HST

The selected bidder shall provide their HST registration number. The selected bidder's HST registration number shall be included on all invoices.

The selected bidder shall notify the City immediately if their HST registration number lapses, is revoked, or changed, at any time during the duration of the Project.

D.6 Accessibility

D.6.1 Statement of Commitment to Accessibility

The City of Peterborough is committed to demonstrate leadership for accessibility in the community. Our goal is to meet the diverse needs of all people and follow the principles of dignity, independence, integration and equal opportunity. We will strive to achieve an inclusive environment for our facilities, goods, services, employment, information and transportation.

D.6.2 Training

Bidders are required to have completed accessibility training in accordance with section 7 of the Integrated Accessibility Standards Regulation (IASR) of the **Accessibility for Ontarians with Disabilities Act** (AODA). The following chart outlines required training for this project:

Accessibility Training Module	Required
Customer Service Standards	Yes
Ontario's Human Rights Code Training	Yes
General Requirements	Yes
Information and Communication Standards	No
Design of Public Spaces Standards	No