

December 03, 2025

Tender Period Addendum 05

Town of South Bruce Peninsula – New Town Hall Offices

370 William Street,
Wiarton, Ontario
N0H 2T0

Issued To: All Bidders

Re: Tender Closing Date Amendment

Part 1 ATTACHMENTS:

1.1 G. M. DIEMERT ARCHITECT INC. SPECIFICATION SECTIONS:

- .1 Section 00 21 13 – Instructions To Bidders, marked for Addenda, 18-pages, 8.5"x11".

Part 2 Summary of Amendments to Bid Documents:

2.1 SPECIFICATIONS AMENDMENTS:

- .1 **ADD** note .4 to section 00 21 13.1.5.1 which states "The Bid Closing is 3:00pm (1500 hours) on Friday December 05, 2025.

End of Tender Addendum.

Part 1 General

1.1 ONTARIO BUILDING CODE IMPORTANCE FACTOR:

- .1 This project has a Normal Status and all *Work* shall be supplied and installed in accordance with the requirements of this building designation.

1.2 IDENTIFICATION OF THE OWNER:

- .1 Owner: **Town of South Bruce Peninsula.**
 - .1 315 George Street, P.O. Box 310, Wiarton, Ontario, N0H 2T0.
 - .2 Telephone: 519 534 1400.
- .2 The Place of the Work:
 - .1 370 William Street, Wiarton, Ontario, N0H 2T0.

1.3 BIDDER BRIEFING MEETING

- .1 The Mandatory Bidder Briefing Meeting will occur on November 25, 2025 beginning at 1:00 PM at the Place of the Work.
- .2 This meeting will be mandatory.

1.4 IRREVOCABLE PERIOD:

- .1 *Bids* submitted shall remain open and **irrevocable** for a period of **sixty days (60)** days next following the *Bid Closing* date.

1.5 BID CLOSING AND PLACE FOR SUBMISSION OF BIDS:

.1 Bid Closing:

- .1 *Bids* shall be submitted using electronic transmission through the Owner's selected Tender web site prior to the stated time on the day of the *Bid Closing* which will be provided on the web site.
- .2 *Bids* delivered via electronic transmission must have scanned digital copies of the required *Bid* materials (WSIB Clearance Certificate, undertakings to provide bonds and insurance, for example) to be accepted. Original copies of scanned *Bid* materials shall be produced upon request of the Consultant or the Owner within 5 business days next following the date of the request for the originals.
- .3 The *Owner* will open all *Bids* received at a private meeting convened at the place of the *Bid Closing* or using remote meeting software such as Zoom.
- .4 The Bid Closing is 3:00pm (1500 hours) on Friday December 05, 2025.

1.6 PERFORMANCE BOND AND LABOUR AND MATERIALS PAYMENT BOND

- .1 Performance Bond shall have a value equivalent to 100% of the Bid Price submitted by the Bidder.
- .2 Labour and Material Payment Bond shall have a value equivalent of 50% of the Bid Price submitted by the Bidder.
- .3 Bidders shall submit with the Bid and undertaking prepared by the insurance firm that would provide the stipulated bonds, declaring that, should the Bidder execute the Contract, the insurance firm will provide the requisite Performance Bond and the requisite Labour and Materials Payment Bond. The undertaking and declaration shall be printed on the letterhead of the insurance firm and it shall be signed by a person with authority to bind the insurance firm.

1.7 INSURANCE

- .1 Provide evidence of insurance through submission of an undertaking prepared by an appropriate insurance provided that state that the Bidder, if invited by the Owner to execute the Contract, will be insured for the duration of the Project and that the insurance will meet or exceed the requirements of CCDC 41 for the CCDC 2 Stipulated Price Contract – 2020. The undertaking shall be in the form of a letter or certificate printed on the insurance firm's letterhead indicating that, if the *Bidder* is to execute a *Contract* with the *Owner*, the insurance firm will provide the required insurance policies.
- .2 Contractor's Comprehensive General Liability Policy Limits, Minimum: **\$10,000,000.00**.
- .3 Insurance forms associated with the Contractor's liability for the construction of the Project under the provisions within the CCDC 2 Stipulated Price Contract - 2020 and within CCDC 41 "Insurance Requirements" shall have aggregate limit for the Project no less than **\$10,000,000.00** and as follows:
 - .1 The actual insurance policy shall name the *Owner*, and G. M. Diemert Architect Inc., DEI Consulting Engineers, GEI Consulting Engineers and Witzel Dyce Engineering Inc. as also insured.

1.8 WORKPLACE SAFETY AND INSURANCE BOARD:

- .1 Bidders shall include a current WSIB Clearance form with the *Bid*.

1.9 CONTRACTOR'S OVEHEAD AND PROFIT:

- .1 Where changes in the *Work* are contemplated or found to be mutually agreeable through execution of Change Orders following the execution of the *Contract*, I/We offer to evaluate them using the estimate and lump sum offer method set forth in the General Conditions of the CCDC 2 – 2020 *Contract*. The Overhead and Profit applied to the value of such changes shall be computed as follows:
 - .1 The Overhead and Profit applied to the value of extra or additional *Work* performed by *Sub-Contractors* shall not exceed **10%** of the total direct cost of the extra or additional *Work*;
 - .2 The Overhead and Profit applied to the value of extra or additional *Work* performed by sub-contractors engaged by a *Sub-Contractor* who is engaged by the *Contractor* shall not exceed **5%** of the total direct cost of the extra or additional *Work* that will be executed by the *Sub-Contractor's* sub-contractor;
 - .3 The Overhead and Profit applied to the value of extra or additional *Work* performed by *Contractor's* own forces shall not exceed **10%** of the value of the total direct cost of the extra *Work* so performed;
 - .4 The Contractor's overhead and profit added to the value of extra work performed by any *Sub-Contractor* shall not exceed **5%** of the total cost of the *Sub-Contractor's* extra work.

1.10 SUBMISSION OF BIDS AND BID CLOSING:

- .1 *Bids* must be submitted using the prescribed *Bid Form* in order to be considered compliant. No other format for a *Bid* is acceptable.
- .2 The *Owner* has no alternative tender submission process other than the process described in the *Bid Documents*.
- .3 **Note that the Bid Documents include the forms and other required information stipulated on the Owner's designated web site.**
- .4 Submission of a *Bid* shall be accomplished through completion of forms and provision through the Owner's designed web site, according to the procedure identified on the web site, prior to the time of day stipulated on the day of the Bid Closing stipulated in the Bid Documents.
- .5 A complete *Bid* that may be considered to comply with the requirements of the *Bid* process established in these Instructions to *Bidders* requires submission of various executed documents together with the executed *Bid Form*. The *Bidder* may be asked to provide the executed *Bid Form* and attachments in their original form, if requested. These forms and documents are described within and required by this Section.

1.11 INTENT

- .1 Intent of this *Bid* call is to obtain an offer to perform *Work* required to complete the *Project* which is described by the Bid Documents and in evidence at the *Place of the Work*. The Contract used will be a CCDC2 - 2020 Stipulated Price Contract complete with Supplementary Conditions provided within the *Bid Documents*.

1.12 RESTRICTIONS ON THE USE OF THE PLACE OF THE WORK

- .1 Restrictions on the Contractor's activities at the *Place of the Work*: the area of the *Work* is not subject to restrictions on the Contractor's activities.

1.13 REQUIREMENTS ASSOCIATED WITH CONTRACT TIME

- .1 The importance of Contract Time: The schedule for the prosecution of the *Work*: **Time is of the essence of the Contract**. The *Owner* requires that the *Work* is performed within the limits of the duration of construction declared by the *Bidder* on the *Bid Form*.
- .2 The intended *commencement of construction*: The *Owner* requires that the *Contractor* commence the *Work* on the site at the *place of the work* within 14-calendar days next following the date upon which the *Contract* is executed or on a mutually agreeable alternative date. If the *Work* is not commenced at the *Place of the Work* within the bounds of this time constraint or upon the date found mutually agreeable, the date of commencement of the *Work* will be determined according to the definitions provided in the *Contract Documents*.
- .3 Construction Schedules: The Contractor is obliged by the Contract Documents to provide and maintain current construction schedules and to provide the following at least once during each month of the construction duration:
 - .1 The Contractor shall provide construction schedules that indicate a date for Substantial Performance of the Contract within total construction time period marked by the Bidder on the executed Bid form.
 - .2 The Contractor shall not be permitted to unilaterally amend the date for Substantial Performance without justification acceptable to the Owner.
 - .3 The Contractor shall employ all necessary means to maintain current the date for Substantial Performance, including, but not limited to, engagement of additional workers and the provision of longer work days.
- .4 General Conditions associated with Declared *Contract Time*:
 - .1 Through submission of the *Bid*, the *Bidder* declares the duration of the construction time required by the *Bidder* to complete the construction of the *Work* to a state of Substantial Performance of the *Contract* as defined within the Construction Act.
 - .2 The *Owner* requires that this *Work* is completed as quickly as possible and time is of the essence in the prosecution of the *Work*. Through submission of a *Bid*, the *Bidder* acknowledges that the evaluation process undertaken by the *Owner* will include consideration of the time required to attain substantial performance declared on the *Bid Form* by the *Bidder* and the *Bidder* acknowledges that a construction duration length considered to be beneficial to the *Owner* may be sufficient cause for the *Owner* to reject a *Bid* or to accept a *Bid* over other *Bids* regardless of the *Bid Price*.
 - .3 The *Bidder* shall commence the *Work* at the *Place of the Work* within the period of 14 calendar days next following the date upon which the *Owner* and the *Contractor* had each signed the *Contract* or upon an alternative, written, mutually agreeable alternative date. Commencement of Construction at the Place of the Work is defined within the Bid and Contract Documents.
 - .4 The *Bidder* acknowledges, through submission of the *Bid*, that co-ordination of the *Work* undertaken for the *Project*, and the establishment of a sequence of operations and mobilization of all *Sub-Contractors* is the *Contractor's* sole responsibility and that written and graphic documents describing the Construction Schedule shall be drafted and subsequently amended throughout the

course of the *Work* and that the schedule will be displayed using a means that clearly illustrates the scope and extent of the *Work* and its entire duration.

1.14 IDENTIFICATION OF *BID DOCUMENTS*

- .1 The *Bid Documents* are listed within the Project Manual Section 00 01 10 Table of Contents. The *Bid Documents* also include the following, whether listed in the Project Manual or not:
 - .1 All requirements for the submission of the Bid found on the Owner's web site associated with the request for submission of Tenders and the requirements of a complete and appropriate Bid.
 - .2 All Sections of Division 00,
 - .3 the Bid Form and, by implication,
 - .4 the terms of the Contract. The terms "*Bid Documents*" and "*Contract Documents*" are defined within the *Bid Documents*.
- .2 The *Bidder* is solely responsible to review lists of documents, whenever they are provided, and the documents received to determine that the *Bidder* possesses all *Bid Documents*.

1.15 DEFINITIONS APPLICABLE TO INSTRUCTIONS TO BIDDERS

- .1 **Addendum or Addenda:** are documents that describe amendments to the *Bid Documents* and they are issued exclusively by the *Owner* or the *Architect* during the *Bid Period*. *Addenda* are the sole and exclusive means through which *Bid Documents* may be altered during the *Bid Period*. A *Bidder's* failure to formally acknowledge the incorporation of the content of an issued *addendum* within the *Bid Price* offered will result in a verdict of non-compliance for the *Bid* submitted. Acknowledgement of incorporation of the content means that the *Bidder* had fully considered the implications of the content of the *addenda*, understood all implications of the *addenda* with respect to the cost of the *Work* and subsequently incorporated all aspects of the *addenda* within the *Bid Price* offered. Acknowledgement of *Addenda* is declared by the *Bidder* when the *Bidder* completes the declaration on the *Bid Form* that indicates that the *Bidder* had received the issued *addenda* which are identified by a number assigned to each addendum according to the numerical sequence in which they had been issued.
- .2 **Alternate:** materials, products or methods used in construction considered to be a Reviewed Alternate and designated as such by the *Architect*. A Reviewed Alternate may be acceptable for use in the *Project* when such use is confirmed through issuance of written *addenda* or by other explicit means provided in writing by the *Architect*. The *Architect's* establishment of the material, Product or method which is the Reviewed Alternate does not relieve the Contractor from the responsibility to adapt or otherwise coordinate all aspects of the *Work* associated with or affected by the incorporation of the Alternate into the *Work*.
- .3 **Architect:** G. M. Diemert Architect Inc. and, for this *Project*, *Consultant* shall have the same meaning.
- .4 **Bid Documents:**
 - .1 Bid Documents include, but are not limited to, the following:
 - .1 All requirements for the submission of the Bid found on the Owner's web site associated with the request for submission of Tenders and the requirements of a complete and appropriate Bid.
 - .2 The requirements, content and amendments to the Bid Documents issued by *Addenda* including all supplementary information or amendments contained within *Addenda*.
 - .3 All Sections of Division 00, which are the Procurement and Contracting Requirements.
 - .4 The Bid Form, and all Appendices to the *Bid Form*, and, by implication,
 - .5 the terms of the stipulated Contract together with specified Supplementary Conditions.
 - .6 The Sections of Division 01 of the Project Manual known collectively as General Requirements,
 - .7 The technical specifications Sections which comprise the Sections of other Divisions of the Project Manual.
 - .8 All drawings and schedules printed on them or attached with the Project Manual
- .5 **Bidder:**
 - .1 the status of *Bidder* is conferred upon one of the following:

- .1 An individual or
- .2 A corporation.
- .2 To achieve the status of *Bidder*, the person or entity must have submitted by means of the process specified by the *Owner* for *Bidding*, a compliant *Bid* (an Offer), consisting of an executed *Bid Form* together with all other documents and declarations required by the *Owner*.
- .3 To achieve the status of *Bidder*, the person or entity submitting a compliant *Bid*, acknowledges that, through submission of the *Bid*, the following has been explicitly expressed by the *Bidder*:
 - .1 The intent to diligently and expeditiously perform the *Work* in accordance with the requirements of the *Bid Documents*.
 - .2 That the execution of the *Contract* is a prerequisite to the *Bidder's* commencement of the prosecution of the *Work*.
 - .3 That one *Bidder*, only, shall execute with the *Owner* the *Contract* to perform the *Work*.
 - .4 That the execution and submission of the issued *Bid Form* together with all of the required supplemental forms, and the submission of information about the *Bidder* and the various declarations required of the *Bidder*, through electronic transmission (also known as "up-loading" or "posting") on the *Owner's* web site, form part of the *Bid Documents* and that appropriate execution and submission of these, together with all requested declarations, is required of a *Bidder* in addition to the requirements specified in this Section.
- .6 ***Bid***: a complete and executed *Bid Form* submitted in accordance with the *Bid Documents* and all requirements of the *Bidding* and submission process instated by the *Owner*, including the requirements of the *Owner's* electronic submission process, together with the provision of all specified supplementary documents identified therein and in accordance with the requirements of this Section, which taken together constitutes an offer to perform the *Work* described in the *Bid Documents* in exchange for stipulated financial remuneration provided by the *Owner* as payment to a *Contractor* made under the terms of a *Contract*.
- .7 ***Bid Closing***: the time of day during the day specified within the *Bid Documents* as the latest possible time for the submission of a compliant *Bid*. *Bid Closing* also incorporates the specific place for submission of the *Bid* or a specific method to submit the *Bid*. Methods used to submit a *Bid* may include delivery by the *Bidder* to a particular place or delivery by the *Bidder* using electronic transmission of the *Bid Form* and all associated documents. The passage of the time of day on the day of the *Bid Closing* marks the expiry of the *Bid Period*.
- .8 ***Bid Form***: The form prescribed by the *Owner* and associated with the *Work* which is provided by the *Owner* to all *Bidders* as a part of the *Bid Documents* or through the *Owner's* stipulated web site, as the case requires, and it is the means through which a *Bid* is submitted to the *Owner* by a *Bidder*. No other form of Offer or *Bid* shall be acknowledged or recognized by the *Owner* as a compliant *Bid*.
- .9 ***Bidding***: Act of submitting a *Bid* in accordance with the requirements of the Instructions to *Bidders* and the *Owner's* established process for submitting *Bids*.
- .10 ***Bidding Period* or *Bid Period***: The duration of time between the issuance of *Bid Documents* for use by any *Bidder* and the time of day on day of the *Bid Closing*.
- .11 ***Bid Price***: The *Bid Price* is written on the *Bid Form* by the *Bidder* in the appropriate location on the executed *Bid Form* and it is the remuneration, including the value of all specified cash and contingency allowances, that is required by the *Bidder* in exchange for complete and appropriate performance of the scope of the *Work* described within the *Bid Documents*. *Base Bid* or *Base Bid Price* shall have the same meaning. The *Bid Price* shall **exclude** the Harmonized Sales Tax (HST). HST applicable shall be disclosed by the *Bidder* by inserting the appropriate figure for this tax, if it is required on the *Bid Form* as signified by the provision of a space provided for the insertion of the HST amount on the *Bid Form*. HST forms a part of the *Contract Price* as it is defined within the CCDC 2 Stipulated Price Contract. The *Bidder*, to whom a *Contract* is awarded will invoice HST applicable for each progress draw application.

- .12 **Building:** Whenever the word "building" occurs in the Contract Documents, it shall be taken to mean all parts of the proposed new Work together with any existing portions the Work under construction and in particular, the Place of the Work.
- .13 **Business Day:** A "Business Day" is a normal working day and does not include Saturdays, Sundays or statutory holidays. "Business Day" has the same meaning as "Working Day" defined within the Contract.
- .14 **Calendar Day:** A "Calendar Day" is any day of the year including Saturdays, Sundays, statutory holidays.
- .15 **Consultant:** Defined in CCDC 2 Stipulated Price Contract. Refer also to definition within Section 01 00 00 General Requirements.
- .16 **Contract Documents:** Defined in CCDC 2 Stipulated Price Contract. *Contract Documents* that will be listed within the CCDC 2 Contract shall include: the Project Manual, drawings, issued *Addenda*, the *Bid Form* and its appendices and issued Post-Tender *Addenda*.
- .17 **Owner:** Defined in CCDC 2 Stipulated Price Contract.
- .18 **Project:** Defined in CCDC 2 Stipulated Price Contract.
- .19 **Project Manual:** the *Project Manual* is a compilation of all specifications Sections issued during the *Bid Period* including the Sections of Division 00 – Procurement and Contracting Requirements and Division 01 – General Requirements together with all technical specification Sections which have been divided into Divisions and Sections for convenience.
- .20 **Reviewed Alternate:** an item proposed by a supplier, prospective *Sub-Contractor* or *Bidder* as an alternative to a similar item specified within the *Bid Documents* and submitted to the Architect, who subsequently agrees that the product or method has achieved the status of Reviewed Alternate and subsequently confirms this acceptance through issuance of written *Addenda* during the *Bid Period*.
- .21 **Sub-Contractor:** As defined within the CCDC 2 Stipulated Price Contract. Refer to the definition within Section 01 00 00 General Requirements. For this *Project*, a *Sub-Contractor* will also include the invited, pre-qualified *Sub-Contractors* if any pre-qualified *Sub-Contractors* are identified.
- .22 **Unsolicited Alternative:** an "Unsolicited Alternative" is a product, system or method of construction that is not described in the Contract Documents and is a product, material or process suggested by any party other than the Consultant.
- .23 **Work:** As defined within the CCDC 2 Stipulated Price Contract.
- .24 **All capitalized terms or terms written using italic text**, unless otherwise defined, shall have the meanings assigned to them in the *Contract Documents* and within Section 00 21 13 Instructions to Bidders Section; however, **terms need not be capitalized or italicized** to have the meanings assigned within the *Bid Documents* or the *Contract Documents*.

1.16 QUALIFICATIONS OF BIDDERS AND SELECTED SUB-CONTRACTORS:

- .1 Invitation:
 - .1 The *Owner* solicits, through a published invitation using a selected web site, *Bids* from prospective *Contractors* associated with the prosecution of *Work* described on the *Bid Documents*. Unsolicited offers or *Bids* will be rejected.
- .2 The *Owner's* requirements associated with the *Owner's* invitation to participate in the *Bidding* are as follows:
 - .1 *Bidders* shall conform to the *Bidding* process and Bidding requirements that are stipulated within this Section and upon the *Owner's* selected web site used for the submission of *Bids*.
 - .2 *Bidders* are solely responsible to obtain and review the *Bid Documents* to ensure that they possess all *Bid Documents*.
 - .3 *Bidders* shall diligently review the complete contents of all *Bid Documents* and attend at the *Place of the Work* explicitly and sufficiently to enable a complete and comprehensive assessment and evaluation of the conditions at the *Place of the Work* in order to develop, thereby, a comprehensive

- understanding of the full scope of the *Work* and to ensure that the *Bid Price* offered incorporates full scope of the *Work*.
- .4 *Bidders* shall, following the identification of the entirety of the requirements of the scope of the *Work*, seek all necessary and appropriately qualified firms and persons to provide the cost associated with discrete parts of the *Work* determined solely by the *Bidder*, and become, thereby, and as appropriate, prospective *Sub-Contractors* associated with the *Bid* submitted such that the *Bid* submitted contains a *Bid Price* which includes within it all of the cost associated with a comprehensive and complete scope of the *Work* necessary to construct the entire *Project*.
 - .5 *Bidders* shall ensure that the scope of work for all prospective *Sub-Contractors* is appropriately defined, attributed and distributed such that the entire scope of *Work* described within *Bid Documents* is included within the *Bid Price*. The *Bidder* must, at its sole discretion, deem to be appropriate for the *Bidder's* circumstances, the distribution of the responsibility for all parts of the work among the prospective *Sub-Contractors*.
 - .3 Prospective *Sub-Contractor* entities that are not invited by the *Owner*:
 - .1 The *Owner* does not restrict the participation of any prospective *Sub-Contractor* in the *Bidding*. The *Bidder* may seek offers from any *Sub-Contractor* associated with any portion of the *Work*, provided that the *Bidder* has satisfied itself that the selected *Sub-Contractors* are qualified to perform the work and have sufficient capacity and experience to achieve the *Bidder's* goals set out within the construction schedule and that they can meet the *Bidder's* administrative requirements.
 - .2 The *Bidder* is solely responsible for the division of the *Work* into *Sub-Contracts* and to verify that the *Work* embedded in the offers received by the *Bidder* from all *Sub-Contractors* is appropriate and sufficiently complete and comprehensive to complete all of the *Work*.

1.17 GENERAL CONDITIONS ASSOCIATED WITH THE BID PRICE:

- .1 *Bids* submitted shall include the cost of the following:
 - .1 the full cost for all *Work* and services described, illustrated, implied and implicit within the *Bid Documents* together with the cost of all *Work* necessary to accommodate conditions affecting the *Work* at the place of the *Work*, including the *Bidder's* profit, overhead cost, administrative and supervisory services necessitated by the scope of the *Work*.
 - .2 The value of all specified cash and contingency allowances and, through submission of the *Bid*, the *Bidder* agrees that the value of these allowances is also included in the *Bid Price* written on the submitted *Bid Form*.

1.18 PERMITS, FEES AND UTILITY CONNECTIONS:

- .1 The Building Permit fee will be paid by the *Owner* and the *Owner* will make application for the Building Permit.
- .2 The *Bidder* shall incorporate within the *Bid Price* the cost of the fees and the cost of administrative work, including preparation of application forms, communications and correspondence and preparation of drawings and servicing details associated with the following activities:
 - .1 Application for plumbing permit from the Municipal Building Department.
 - .2 Applications and fee payments or deposits associated with mud-tracking through the Municipality.
 - .3 The cost and administration of applications and documents associated with disposal at the Municipal landfill site or any site selected by the *Contractor*, where ever they are located.
 - .4 Electrical System and Utility requirements also included in the *Bid Price*:
 - .1 The *Bidder* shall make application and include within the *Bid Price* the fee associated with Electrical Safety Authority project application, the cost of the authority's review of the submitted documents, the cost attributable to the requirement to notify the Authority of the necessity for inspection and the cost or fee associated with all inspection services mandated by the Authority.
 - .2 The Electrical Safety Authority plan examination fee must be separately managed by the *Bidder* according to the Electrical Engineering Specifications.

- .3 Review electrical engineering documents and Section 01 21 00 for specific inclusions within the scope of cash allowances.
 - .3 *Bidder* shall ensure that all cash and contingency allowances had been included within the *Bid*, including any allowances specified within mechanical and electrical Sections.
- 1.19 BIDDER'S RESPONSIBILITY TO ENSURE RECEIPT OF COMPLETE DOCUMENTS AND INCORPORATE CASH ALLOWANCES WITHIN THE BID PRICE**
- .1 The *Owner* will not pay a cost that is additional to the *Bid Price* first offered or in addition to the *Contract Price* finally found mutually agreeable, as the case might be according to the time a claim made by the *Contractor* or the *Bidder*, for an additional cost when the claim asserts any of the following instances:
 - .1 The claim for additional cost arises from the *Bidder's* discovery that *Bid Documents* or any information distributed during the *Bid Period* are not in the *Bidder's* possession and that the increase in cost proposed is alleged to arise due to *Work* that had not been included in the calculated *Bid Price* submitted at the time of *Bid Closing*.
 - .2 That the claim for additional cost arises due to the cost of *Work* described on *Bid Documents* issued during the *Bid Period* that are not in the *possession of a prospective Sub-Contractor*.
 - .3 The claim made by a *Bidder* asserts that the *Bidder* or any one of the *Bidder's Sub-Contractors* had omitted from the *Bid Price* submitted a cash allowance specified within the *Bid Documents*. This includes cash allowances specified within mechanical and electrical Sections of the Specifications.
 - .4 The *Owner* will not pay additional cost associated with any claim made by a *Bidder* or any of the *Bidder's Sub-Contractors* that a part of the *Work* had been omitted from the calculation of the *Bid Price* offered on an executed *Bid Form* when such *Work* is clearly identified within the *Bid Documents*.
 - .5 The *Owner* will not pay additional cost when a *Bidder* asserts that the additional cost is associated with *Work* that is omitted but reasonably expected to occur in the normal course of construction in similar circumstances and during construction of similar assemblies or site works as a consequence of the *Work* clearly described on *Bid Documents*.
 - .2 In the instance of the occurrence of any of the circumstances listed above, the *Owner* may elect to negotiate a mutually agreeable resolution to the issue with the *Bidder* or to reject the *Bid* involved in the circumstance regardless of the *Bidder's* status as a notified *Bidder* or its status as a *Bidder* with whom the *Owner* had commenced negotiation intended to result in a mutually agreeable *Contract Price*. In the event of such a rejection, the *Owner* may elect to notify an alternative *Bidder*, cancel the *Project* or proceed to negotiate the terms of a potential *Contract* with an alternative *Bidder*.
- 1.20 BIDDER'S SUB-DIVISION OF THE WORK:**
- .1 The *Bidder* is solely responsible for establishment of the division of *Work* among *Sub-Contractors*.
 - .2 Despite receipt of *Bid Documents* or portions of the *Bid Documents* by any prospective *Sub-Contractor* for specific parts of the *Work* through any means including, but not limited to, the *Sub-Contractor's* request of documents from the *Owner* or the *Consultant*, the *Bidder* is solely responsible to ensure that all *Sub-Contractors* have received the complete sets of all *Bid Documents*; that they have correctly responded to the terms of the *Bid Documents* and the terms or requirements of the *Bidder*; that all *Sub-Contractors* or the *Bidder* have included all aspects of their respective parts of the *Work* within their collective offers and in particular, that all cash and contingency allowances had been included within the *Bid*.
- 1.21 REQUIREMENT TO REVIEW THE BID DOCUMENTS AND LIMITATIONS ON THEIR USE**
- .1 *Bidders* are solely responsible for the development of a full and comprehensive understanding of the *Work* illustrated, specified and implied by the entirety of the *Bid Documents* and *Bidders* shall seek clarification of the content of the *Bid Documents* when the intent of the documents is not clear.
 - .2 *Bidders* are solely responsible to report discrepancies found within the *Bid Documents* to the *Consultant*.

- .3 No AutoCAD or similar design and drafting, editable, digital files or information will be provided during the *Bid Period*. No Word or similar editable text files will be provided during the *Bid Period*.
- .4 The *Consultant* retains copyright over all *Bid Documents* prepared by the *Consultant*. The content of all documents associated with the *Project* and all information contained therein shall be considered to be the intellectual property of the *Consultant* and *Bidders* shall treat all documents as confidential, produced solely to assist *Bidder* and their *Sub-Contractors* in the establishment of a *Bid Price* and for no other purpose.
- .5 *Bid Documents* are made available for the purpose of obtaining offers for this *project*, only. Their use does not confer license or grant for any other purpose.
- .6 All *Bid Documents* issued remain the property of the entity that had prepared the document and these must be returned immediately upon request or, if in electronic or digital form, deleted completely from all of the *Bidder's* electronic file systems and portable data storage devices together with all remote data storage or portable information storage device or system when the Contract has been awarded. In this instance, remote storage systems include internet-based storage services also known as "cloud" storage systems, USB port storage devices, flash drives, portable hard disk drives, laptop and desk top computers operated by the *Bidder* or the *Bidder's* employees, compact disks and any other digital storage media.
- .7 The *Bidder* is solely responsible to ensure that all prospective *Sub-Contractors* or *sub-contractor Bidder* had received complete sets of all *Bid Documents*; that they had correctly interpreted the terms of the *Bid Documents* and the terms or requirements of the *Bidder*; that all *Sub-Contractors* or the *Bidder* have included all aspects of their respective parts of the *Work* within their collected offers and in particular, that all cash and contingency allowances had been included within the *Bid Price* offered.
- .8 **Availability:**
 - .1 *Bid Documents* can be obtained by General Contractor *Bidder* via electronic transmission through the Owner's identified web site, only.
 - .2 No paper copies of *Bid Documents* will be available to *Bidders*.
 - .3 *Bid Documents* are made available for the purpose of obtaining *Bids* associated with the construction of this *project*. The *Bidder's* use of the *Bid Documents* does not confer license or grant for other purposes.
- .9 **Examination Requirements:**
 - .1 Upon receipt of *Bid Documents* and prior to commencing a review of the *Bid Documents*, the *Bidder* or *sub-contractor* shall verify that all documents listed with Tables of Contents are present.
 - .2 Immediately notify *Owner* upon discovery of discrepancies among documents or that documents listed had been omitted from the *Bid Documents*.

1.22 QUERIES:

- .1 Each *Bidder* is solely and independently responsible for requesting clarification of the content of the *Bid Documents* for any aspect of the *Work* when the *Bidder* has formed an opinion that the *Bid Documents* are ambiguous or do not accurately represent conditions found on the site to the extent that their *Bid Price* would be affected by the absence of additional information that amends or supplements the *Bid Documents* and further, for the following purposes:
 - .1 to request additional information,
 - .2 to propose alternative or additional methods of construction,
 - .3 to propose alternative or additional materials together with the associated means to perform the suggested alternative *Work*.
- .2 *Bidder* shall request clarifications in writing to the *Consultant* no fewer than 5 business days prior to tender closing.
- .3 **Direct queries or proposals for alternatives to:**
Mr. Grant Diemert, OAA

Mr. Bryce Jaekel, Intern Architect

G.M. Diemert Architect Inc.

Suite 201, 957 Fourth Avenue East, Owen Sound, Ontario N4K 2N9

Tel.: 519-376-1975 E-mail: gdiemert@gmda.ca or bjaekel@gmda.ca.

.4 Informal Communication by the Owner or Consultant:

- .1 Informal communication by the Owner or Consultant includes any remark or commentary made verbally or in writing that is not included in written and issued Addenda.
- .2 Electronic messages received by any *Bidder* that contain text or graphic content that provides or implies that the *Owner* or the *Consultant* consent to a potential change in the *Bid Documents*, or electronic messages with content that acknowledges or implies the efficacy of potential amendments to the *Bid Documents*, become binding as acceptable amendments to the *Bid Documents* when such text or graphic content is confirmed as an amendment to the *Bid Documents* through publication of written *addenda* occurring during the *Bid Period*, only.
- .3 Verbal discussion or verbal descriptions of potential adjustments to the *Bid Documents* and replies to queries provided verbally by the *Owner* or the *Architect* are binding as adjustments to the *Bid Documents* when such verbal content is confirmed through issuance of written *addenda*, only.

1.23 SOLICITED ALTERNATIVES ISSUED BY THE OWNER AND PROPOSED ALTERNATIVES OFFERED BY BIDDERS AND DURING THE BID PERIOD:

- .1 Any product or construction method that is the subject of a Separate Price, an Identified Price, an Itemized Price or a Unit Price or that is described by the *Owner* or the *Consultant* within an *Addendum* is considered to be a Solicited Alternative.
- .2 Unsolicited, proposed, alternatives are alternative construction methods, products or materials suggested by *Bidders*, a *Bidder's Sub-Contractor* or a supplier of products when the items under discussion are not previously reviewed and acknowledged as appropriate for use in the *Project* by issued *Addenda*.
- .3 Correspondence prepared by the *Owner* or the *Consultant* and transmitted to *Bidders* or to prospective Sub-Contractors or to prospective suppliers might contain discussion which is not also contained within formally issued *addenda*. In this instance, the correspondence shall not constitute an amendment to the *Bid Documents*.
- .4 Solicited Alternative and Separate Pricing:
 - .1 When *Bidders* are required to provide prices associated with Alternative or Separate Prices on the *Bid Form*, the *Owner* reserves the right, in its sole discretion, to accept or to reject any of the Alternative or Separate Prices.
 - .2 In order to determine the lowest *Bid Price*, the *Owner* will evaluate compliant *Bids* with consideration for the *Bid Prices*, only, and not the lowest price derived through combination of the *Bid Price* and those Alternate and Separate Prices accepted by the *Owner*.
- .5 When a request to use an unsolicited alternative is made by any party, the *Owner* or the *Consultant* may, in its sole discretion, approve the inclusion within the *Bid Price* the cost of the unsolicited alternative material or construction method through issuance to known *Bidders* of an *Addendum* that expressly permits the use of the alternative material or process in the calculation of the *Bid Price*. In the absence of an *Addendum* that clearly supports the use of the unsolicited alternative, the unsolicited alternative may not be included in the calculation of the *Bid Price*.
- .6 A request made by a *Bidder* or any other entity to the *Owner* or the *Consultant* to consider any alternative material or construction method does not oblige the *Consultant* or the *Owner* to issue an *Addendum*.
- .7 Unsolicited proposals for alternative materials or construction methods made that are not incorporated within written *Addenda* are considered to be rejected and these shall not be included within the *Bid Price*.

- .8 *Bidders* and others interested in making unsolicited suggestions for alternative products or construction methods shall adhere to the following conditions:
 - .1 Unsolicited requests associated with the consideration of the use of alternative methods or products made fewer than five calendar days prior to the *Bid Closing* will not be considered by the *Owner*.
 - .2 In order for any unsolicited alternative material or process to be considered, those submitting the request shall provide complete information regarding the revisions as follows:
 - .1 Provide product data, dimensions specifications and performance characteristics that enable comparison to specified items.
 - .2 Provide details associated with other *Work* which would be required to accommodate each unsolicited alternative.
 - .3 Provide details within the request of any changes required in the *Work* to accommodate the unsolicited alternative.

1.24 ADDENDA:

- .1 *Addenda* may be issued during the *Bid Period* and all *addenda* issued become a part of the *Bid Documents* and all *Work* indicated and implied in them shall be included in the *Bid Price*.
- .2 *Addenda* will become part of *Contract Documents* unless mutually agreeable changes are negotiated between the *Owner* and any *Bidder* and these changes result in the omission of an *addendum* or *addenda* from the *Contract Documents*.
- .3 *Bidders* shall consider all *addenda* carefully and diligently distribute and interpret to prospective *Sub-Contractors* the content and implications of all aspects of the *addenda* on the *Work*. The *Bidder* shall calculate the cost of the *Work* described within *addenda* together with the cost of *Work* implied by the *addenda* which may be reasonably inferred as a requirement for the *Work* that arises from the content of the *Addenda* and incorporate this cost within the *Bid Price*.
- .4 Verbal answers are binding when confirmed by written *Addenda*, only.
- .5 *Addenda* will be issued by the *Owner*, only, and no other entity.
- .6 *Addenda* will be issued by the *Owner* through electronic transmission to *Bidders* utilizing the *Owner's* web site identified for use by *Bidders*. *Bidders* shall acknowledge receipt of *Addenda* and incorporation of *Addenda* within their *Bid Price* using procedures outlined on the *Owner's* web site identified for use by *Bidders*. *Bidders* are solely responsible to ensure that all *addenda* issued are received and subsequently distributed to *Sub-Contractors*.

1.25 ORDER OF PRECEDENCE FOR BID DOCUMENTS:

- .1 In case of any inconsistency of conflict found among the various parts of the *Bid Documents*, the provisions of the *Bid Documents* shall take precedence and govern in the following order:
 - .1 The instructions to *Bidders* and other requirements provided by the *Owner* on the web site identified for use by *Bidders*.
 - .2 The sections of Division 00 within the *Project Manual*.
 - .3 The CCDC 2 Stipulated Price Contract as amended by Section 00 08 12 Supplementary Conditions.
 - .4 The General Conditions of the CCDC 2 Contract as amended by Section 00 08 12 Supplementary Conditions;
 - .5 *Post-Tender Addenda*.
 - .6 *Addenda* issued during the *Bid Period*.
 - .7 The submitted and executed *Bid Form*.
 - .8 The provisions of Division 01 Sections of the *Project Manual*.
 - .9 The Technical Specifications Sections following Division 01 within the *Project Manual*.
 - .10 The Drawings and the Schedules incorporated on the drawings or within the *Project Manual*.
 - .11 Detailed drawings govern over more general drawings. Refer to Section 01 00 00 General Requirements for these provisions.

1.26 ATTENDANCE AT THE PLACE OF THE WORK AND ASSESSMENT OF CONDITIONS AT THE PLACE OF THE WORK:

- .1 *Bidders* shall not rely upon the *Owner* or the *Consultant* to provide photographs, measurements or to reveal any aspect of the *Project* beyond the information provided in the *Bid Documents*. Attendance at the site by a prospective *Bidder* is a prerequisite for a compliant *Bid*.
- .2 All *Bidders* shall attend at the *Place of the Work* to conduct a diligent, and comprehensive, assessment of the conditions found at the *Place of the Work*. The assessment of the *Place of the Work* shall consist of attendance at the *Place of the Work*, prosecution of careful and extensive study and review of the *Place of the Work*.
- .3 All *Bidders* shall review site for conditions which may affect the execution of the *Work* and consider all such conditions in the calculation of the *Bid* and *Contract Price*.
- .4 The *Bidder* shall undertake necessary recording and documentation of conditions found together with the concurrent review of *Bid Documents* and examine and comprehend and correlate the information shown within *Bid Documents* with the conditions found at the *Place of the Work*.
- .5 The *Place of the Work* is accessible during the entire course of the *Bid* period through prior arrangement of a visit with the *Owner's Designee*.
- .6 The *Owner* must be notified of any intended visit to the *Place of the Work* associated with the *Bid* and the anticipated time of day for the visit must be stipulated by the *Bidder* or the *Sub-Contractor*.
- .7 The *Owner* reserves the right to dictate the day upon which any visit will occur and the time of day and its duration.
- .8 The *Owner* reserves the right to establish operating hours and these may be changed without prior notice.
- .9 It is the *Bidder's* sole responsibility to accommodate the *Owner's* schedule with respect to arrangement of visits to the *Place of the Work*.
- .10 *Bidder* shall provide all necessary aids required for access (ladders, scaffold, lifts, etc.) all measuring instruments, all flash lights or trouble lighting, all survey equipment and the means to record site conditions found including cameras, and any other assist or recording device required to perform their review of the entire property to the extent required or implied by the *Work* shown within the *Bid Documents*.
- .11 Investigation and discovery or assessment methods resulting in minor destruction to the site or interior finishes and surfaces is appropriate and permitted provided that the investigation method utilized and the component of the building damaged (wall, ceiling, and floor finishes and materials, for example) is approved by the *Owner* and provided that the work described in the *Bid Documents* will cover or correct the destroyed surfaces.
- .12 Prior to conducting any investigation that will result in damage to the existing finishes, obtain *Owner's* consent for such *Work* and, if necessary, explain to the *Owner's* designee, how the damaged area is necessarily rectified within the context of the *Work*. Provide proof of appropriate insurance and supervision prior to undertaking destructive investigative work.
- .13 *Bidders* are solely responsible for ensuring that all *Sub-Contractors* associated with their *Bid* have conducted extensive, significant and appropriate reviews of the site and available services together with a complete review all available *Bid Documents*. In this context, *Bidder* shall ensure that all *Sub-Contractors* associated with their *Bid* had also received all pertinent information generated, discovered, inferred or otherwise deemed prudent or important to the *Work* of the sub-contractor by the *Bidder* during the *Bidder's* review of the *Bid Documents* and the *Bidder's* assessment of the site.
- .14 The *Bidder* shall be solely responsible for the coordination of the parts of the *Work* and the assignment of the scope of *Work* associated with all *Sub-Contractors*. The *Bidder* shall, in this context, ensure that the content, findings and considerations arising from site assessment activity together with a

comprehensive review of the *Bid Documents* are incorporated appropriately within the respective parts of the *Work* for each *Sub-Contractor*.

1.27 ACKNOWLEDGEMENT OF SITE CONDITIONS:

- .1 Through attendance at the site, the *Bidder* acknowledges its understanding that circumstances found within the existing building and on the surrounding site influence the scope of the *Work* delineated and described on the *Bid Documents* and that the *Bidder* has determined the number and nature of accommodations that must be made to complete the *Work*.
- .2 Through submission of a *Bid*, the *Bidder* acknowledges the implications of the conditions found at the *Place of the Work* and their influence on the *Bid Price* has been considered, calculated and incorporated into the *Bid Price* submitted.
- .3 In the absence of other visits to the *Place of the Work* conducted by any particular *Bidder*, the attendance at a mandatory meeting convened by the *Owner* at the *Place of the Work*, which is made a prerequisite to the submission of a compliant *Bid*, shall constitute attendance at the *Place of the Work* by that *Bidder*. As a consequence, the mandatory meeting at the site convened prior to the submission of *Bids* shall demonstrate to the *Owner* that, for each *Bidder* in attendance at the mandatory site meeting, all aspects of the existing conditions that influence the *Bid Price* had been carefully considered by the *Bidder* attending the mandatory visit to the *Place of the Work*.

1.28 DISPOSAL OF WASTE

- .1 Review local regulations governing removal and disposal of construction debris and include all costs for this activity in the *Bid Price*.
- .2 Note: the Municipality associated with the *Place of the Work* has strict prohibitions on the dumping of certain materials and a requirement to separate waste.
- .3 It is the responsibility of the *Bidder* to ensure that all persons acting for the *Bidder*, including all *Sub-Contractors* note, respect and follow all such prohibitions.
- .4 No additional cost will be awarded to any *Bidder* or a *Contractor* who submits a claim for additional cost due to the cost of waste disposal.

1.29 BID FORM REQUIREMENTS:

- .1 Complete all parts of the *Bid Form*.
- .2 The *Bid Form* must be signed under seal, executed and dated in a clear and legible manner using type written words and numerals or handwriting using ink. Signatures and all other hand-written entries shall be written using ink. All applicable blank spaces in the *Bid Documents* must be completed by the *Bidder*.
- .3 Provide company name, email address, mailing address and telephone number.
- .4 Signatures on *Bid Forms*: *Bid Form* shall be signed by *Bidder* as follows:
 - .1 Signatories must be capable of binding the company.
 - .2 Sole Proprietorship: Signature of sole proprietor in presence of witness who will also sign. Insert words "Sole Proprietor" under signature.
 - .3 Partnership: Signature of all partners in presence of witness who will also sign. Insert word 'Partner' under each signature.
 - .4 Limited Company: Signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. If *Bid* is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted.
 - .5 Joint Venture: Each party of joint venture must execute *Bid* in manner appropriate to such party as described above, similar to requirements of Partnership.

- .5 *Bids* that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may, *Owner's* sole discretion, be declared non-compliant.
- .6 All submitted *Bids* and their supporting documents become the property of the *Owner* and will not be returned.

1.30 DELIVERY AND SUBMISSION OF BIDS:

- .1 *Bidders* are solely responsible for the delivery of *Bid Forms* to the prescribed location prior to the deadline stipulated.
- .2 *Bid Submission Format*:
 - .1 Submit *Bids* using the web site commissioned and identified by the *Owner* for this purpose.
- .3 For *Bids* delivered via up-load to the *Owner's* selected Bids & Tenders web site:
 - .1 *Bidders* submitting *Bids* in electronic format shall:
 - .1 prepare *Bids* on the original form provided using handwriting or computer software to apply text and numerals.
 - .2 Print the form and apply an appropriate, original signature and the date on which the form was signed.
 - .3 Scan the printed form to convert it to a digital PDF file.
 - .4 Scan all supplementary forms and correspondence associated with the *Bid* to produce PDF files for the entire submission.
 - .5 Submit the PDF files as instructed on the web site.
 - .2 *Bidders* shall retain original signed *Bid Form* for the full duration of the period during which all *Bids* are considered to be irrevocable.
 - .3 *Bidders* shall immediately produce the original *Bid Form* and deliver to the *Owner* via hand or via pre-paid courier, upon request by the *Owner* or the *Consultant*.
 - .4 Should the original *Bid Form* be found to differ from the electronically transmitted *Bid Form*, the *Owner*, in its sole discretion, may declare the *Bid* non-compliant.
 - .5 In the event that the lowest compliant *Bid* transmitted to the *Owner* via email is found to differ from the original *Bid Form* provided by the lowest compliant *Bidder*, the *Owner* may, in its sole discretion, consider the lowest compliant *Bid* noncompliant. The *Owner* may, should this occur, enter discussion or negotiation with the second lowest compliant *Bid*.

1.31 UNACCEPTABLE OR UNBALANCED TENDERS:

- .1 Each price written on the *Bid Form* shall be a reasonable price. That is, any calculations made or displayed on the *Bid Form* or implied by the submitted information and all numerical values must be discernable and found to agree or compute appropriately. Under no circumstance will an unbalanced *Bid* be considered. The *Owner* will be the sole judge of such matters, and should any *Bid* be considered to be unbalanced, then the *Owner* will reject it.
- .2 The *Owner* solicits *Bids* from those prospective *Contractors* who had attended the mandatory site meeting convened by the *Owner*. Unsolicited *Bids* received shall be rejected.
- .3 *Bids* received after the *Bid Closing* shall be rejected.
- .4 *Bids* received in a format other than the *Bid Form* distributed with the *Bid Documents* or provided on the web site identified by the *Owner* for use by the *Bidders* shall be rejected.
- .5 *Bids* received without signatures on the *Bid Form* shall be rejected.
- .6 *Bid Forms* exhibiting apparent errors that affect the *Bid Price* shall be rejected.
- .7 *Bid Forms* that exhibit erasures, overwriting, strikeouts, correction fluid or mathematical errors that are not crossed-out, initialed and corrected using ink will be rejected. *Bid Forms* exhibiting corrections appropriately made must be legible to be accepted.

- .8 *Bids* received with an apparent arithmetical or transcription error not associated directly with the total *Bid Price* before application of taxes (including project identification, irrevocable period length, etc.) on any part of the submission shall be provisionally accepted. Should the *Bidder* be unable to deliver to the *Owner* a revised, corrected *Bid Form* within the three business days next following the *Bid Closing*, the *Bid* will be rejected.
- .9 *Bids* that are considered to be based upon an unreasonable time duration for the attainment of *Substantial Performance* of the *Contract* may, at the *Owner's* sole discretion, be declared non-compliant.
- .10 A *Bid Price* that is 30% or more lower than the median value of the *Bid Price* found on the *Bid* which exhibits the median value of the *Bid Price* of all *Bids* the set of the compliant *Bids* received, may be rejected as unreasonably low.
- .11 Regarding the construction duration between the commencement of construction and the attainment of *Substantial Performance of the Contract* declared by *Bidders*, a *Bid* that includes an estimated total time required to attain *Substantial Performance* that has 25 percent fewer weeks of duration than the duration marked on the *Bid* which exhibits the median value of the total number of weeks of construction duration taken from the set of all compliant *Bids* received, may be rejected as an unreasonably short duration.
- .12 *Bids* with Supplementary Documents which are improperly prepared may, at the *Owner's* sole discretion, be declared non-compliant.
- .13 *Bids* submitted with Agreements to provide Bonds or Insurance that are not correctly completed (including, but not limited to, Project identification, irrevocable period length, applicable percentage amounts or time periods, for example) may be considered to be provisionally compliant at the *Owner's* sole discretion and provided that this error constitutes the sole error in the *Bid*. If such *Bids* are considered to be provisionally compliant, the *Owner* must receive from the affected *Bidder*, an acceptable Undertaking to Provide Insurance or and acceptable Agreement to Bond from the *Bidder* within the three business days next following the date upon which the *Bidder* had been notified of the infraction by the *Owner* or the *Consultant* in order that the *Bid* may be accepted by the *Owner*.

1.32 POST BID NEGOTIATIONS AND SUPPLEMENTAL BIDDING

- .1 The *Owner* may negotiate contract terms with the *Bidder* which had offered the lowest *Bid Price* at the *Owner's* sole discretion, whether the *Bid* is compliant or not.
- .2 The *Owner* may elect to request that one or more *Bidders* provide an extension to the irrevocable period associated with their *Bids*. *Bidders* may grant or refuse this request. The refusal of the *Owner's* request for such an extension by any *Bidder* signifies to the *Owner* that the *Bidder* which refuses the extension will withdraw the *Bid* offered follow the expiration of the irrevocable period and the *Bid* will become invalid (the Offer will expire) when the irrevocable period has lapsed.
- .3 If the *Owner* has requested an extension to the irrevocable period from the *Bidder* with the lowest *Bid Price* marked on a compliant *Bid*, and that *Bidder* with lowest compliant *Bid Price* refuses the grant the request, the *Owner* may elect to reject the affected *Bid* and commence negotiation with another *Bidder* which had submitted a compliant *Bid*. The negotiation may include a request to extend the irrevocable period.
- .4 If a *Bidder* agrees to offer to the *Owner* an extension of the irrevocable period for the *Bid* submitted, such an extension will be implemented through written agreement acknowledged through signatures by both parties on a written agreement or through exchange of electronic messages between both parties that make clear the intent of each party to grant and accept the extension, as the case requires.
- .5 The *Owner* may elect to amend aspects of the *Bid* or the *Project* including any part of the *Bid Documents* and seek amended offers from any *Bidder* or more than a single *Bidder*.
- .6 Where the amount by which the *Bid* price must be reduced is less than 15% of the lowest compliant *Bid*, the *Owner* may negotiate terms with the lowest compliant *Bidder*, only, through request for alternative

pricing associated with identified changes in the scope or quality of the *Work* together with receipt of a corresponding change to the *Bid Price*. In this instance, the *Owner* may issue a Post-Tender *Addendum* to the *Bidder* in order to formally define specific amendments to the *Bid Documents* and to facilitate the formalisation of the amended *Bid Price* derived following the amendments to the *Bid Documents*.

- .7 Where the amount of the *Bid Price* offered by the lowest compliant *Bidder* must be reduced by more than 15% of the *Bid Price* offered, the *Owner* may invite up to three of the next lowest compliant *Bidders*, only, to provide revisions to their *Bid Price* that will be associated with changes to the scope or quality of the *Work* within the *Bid Documents* under a new *Bid Call* during which the selected *Bidders*, only, will participate. In this instance, the *Owner* may issue a Post-Tender *Addendum* to facilitate the new *Bid call* and to seek amended *Bids* associated with the proposed amendments to the *Bid Documents* from the group of *Bidders*.
- .8 Where agreement about the potential *Contract Price* is reached between the *Owner* and a *Bidder*, any adjustments to the *Contract Documents* not previously incorporated within Post-Tender *Addenda* shall be documented as a Post-Tender *Addendum* and the *Contract*, based on the negotiated reduced price, may be executed with the lowest *Bidder* participating when the potential *Contract Price* is found to be mutually agreeable.

1.33 POST BID MATERIALS:

- .1 The *Owner* may elect to notify or advise one or more *Bidders* that they are considered as favorable *Bidders* with respect to the *Work* required by the *Bid Documents*. A *Bidder* receiving this notification is a "notified *Bidder*". This notification may occur prior the Post-Bid Negotiations and Supplemental *Bidding* period or following this period.
- .2 Prior to formal acceptance of the *Bid*, issuance of a letter of intent by the *Owner* or execution of the CCDC 2 Stipulated Price Contract, the *Owner* may request that a *Bidder* provide the following:
 - .1 Company information, information regarding the qualifications and experience of the Superintendent proposed or information, resumes and recorded experience of proposed *Sub-Contractors* and
 - .2 response to any other reasonable request, including the request to provide additional performance information for products used in determining the *Bid Price*.
 - .3 The *Bidder* shall provide itemized prices and other price breakdown information requested by the *Owner*.
 - .4 The notified *Bidder* shall, if requested, provide a cost breakdown organized by the Division of the specifications format such that the final total equals the *Bid Price* offered.
 - .5 Provide certificates of insurance, WSIB Clearance Certificate, copies of executed Bonds.
- .3 The notified *Bidder* may be requested to respond to post-Bid *Addenda* and to adjust the *Bid Price* offered accordingly.
- .4 The notified *Bidder* may be required to prepare and submit construction schedules and other submittals indicated in the *Bid Documents* while the *Consultant* is preparing the *Contract* and, if necessary, prior to executing the *Contract* with the *Owner*.
- .5 The *Bidder* shall submit all post-Bid materials, including itemized prices and price breakdown information while the final *Contract* is being prepared by the *Consultant* and, if necessary, prior to executing the *Contract* with the *Owner*.

1.34 NO INCREASE IN RATES OR COST OF SUPPLY OF MATERIAL:

- .1 Following the execution of the CCDC *Contract*, no claim for increase in the rates used to calculate the cost of labour or used to calculate the procurement of materials or services experienced by the *Contractor* and associated with any aspect of the *Work* for the *Project* will be recognized or paid by the *Owner*.
- .2 No claim associated with amendment to prices provided in the *Contract* or on the *Bid Form*, as applicable, will be entertained, acknowledge or paid by the *Owner*.

- .3 The *Bidder* shall not be entitled to make any claim on the grounds of misrepresentation, or on the grounds that they were given any promise or guarantee by the *Owner* or the *Consultant*, their agents or employees or any other persons during the *Bid Period* or during the Post-Bid negotiation activity.

1.35 OWNER'S PRIVILEGE:

- .1 The *Owner* is not obliged to execute a *Contract* with any *Bidder*, award a *Contract* or pay to any *Bidder* any cost or financial loss that any *Bidder* may claim to be attributable to the invitation to Bid, the *Bidding Period*, the Instructions to Bidders, the *Bidding* process or the post-Bid Closing negotiations.
- .2 The *Owner* shall not pay to any *Bidder* the cost associated with the preparation of a *Bid*. For further clarity, the *Owner* shall not pay to any *Bidder*, the value of cost incurred or experienced by any *Bidder*, for any reason, including, but not limited to, the cost incurred due to any or all of the following events:
 - .1 The cost of printing of the *Bid Documents* for any reason or by any person or entity associated with any *Bidder*.
 - .2 The cost of distribution of the *Bid Documents* by any means, including, but not limited to, the cost of travel to effect delivery of the *Bid Documents*, or the charges levied for delivery by courier firms.
 - .3 The expense incurred by the *Bidder* for any aspect of the *Bid Process*, whether for the cost of labour, materials or for subscriptions and cost of application fees. The *Owner* shall not pay to any *Bidder*, the cost that is attributable to the cost incurred by the *Bidder* while compiling or calculating the *Bid Price*, the cost of receiving prices or communications or the cost of deposits, applications or license to use products, and any other cost imposed by prospective *Sub-Contractors*, or suppliers, and the cost associated with the procurement of undertakings or agreements to provide Bonds and Insurance or the cost to obtain WSIB Clearance Certificates or the cost to utilize the *Owner's* web site designated for use by the *Bidders*.
 - .4 The cost incurred to attend at the *Place of the Work* and to investigate thoroughly the *Place of the Work*.
 - .5 All of the cost of any and all of the *Bidder's* labour invested to produce the *Bid*, including labour invested by the *Bidder* and the *Bidder's* employees, the owners and shareholders of the *Bidder's* corporation that may be incurred by the *Bidder* during the preparation of the *Bid* and during the conduction of post-Bid negotiations and during the period proceeding the execution of the *Contract*.
- .3 Without limiting the generality of the foregoing, the *Owner*, in its sole and absolute discretion:
 - .1 reserves the right to accept or reject any or all of the *Bids*;
 - .2 reserves the right to evaluate, accept or reject any *Bid*, whether it is completed properly or compliant or not and whether it contains all required information or not or whether it is otherwise non-compliant and the *Owner* is not bound by any *Bidder* with a duty to evaluate, accept or reject any *Bid*.
 - .3 The *Owner* reserves the right to negotiate with a selected *Bidder* changes, amendments, or modifications to the *Bid*, without offering other *Bidders* the opportunity to amend their *Bids*.
 - .4 The *Owner* has no duty to explain any decision to any *Bidder*.
 - .5 The *Owner* may, at its own discretion, release the name of the selected *Bidder* at a time found to be appropriate by the *Owner*.
- .4 The *Bidder* is solely responsible to pay all cost associated with the preparation of the *Bid*, including any cost associated with the negotiations following the *Bid Closing*.
- .5 If the *Owner* receives a single *Bid*, the *Owner* reserves the right to reject the *Bid* and re-tender the *Work* at a later date or to negotiate changes to one or more of the *Bids* offered, or to accept a *Bid* at its sole discretion.
- .6 Through submission of a *Bid*, the *Bidder* acknowledges that the *Owner* may prioritize criteria associated with evaluation of *Bids*, including the projected construction time, over the value of the *Bid Price* as a means to select or reject any *Bid*.

- .7 If during any negotiation period with any *Bidder*, the *Owner* decides to reject a *Bid* without further negotiation, the *Owner* has no obligation to pay any cost associated with or incurred by any *Bidder* during such negotiations or during the preparation of amended, supplemental or new *Bids* for the *Work* or amended scope of the *Work*.
- .8 The *Owner* may, at any time, cancel the *Project* whether or not any *Bid* had been received and whether or not any negotiation or supplemental *Bidding* had occurred or is underway at the time cancellation.
- .9 If the *Owner* cancels the *Project*, all *Bids* are considered rejected immediately.
- .10 The *Owner* is not obliged to pay any *Bidder* any cost or to compensate any *Bidder* for a financial loss or a financial loss associated with lost opportunity or a loss of productivity that may have been incurred or experienced by any *Bidder* whose *Bid* had been rejected or that may occur as a result of the cancellation of the *Project*.
- .11 *Bidders* expressly waive any right to make any claim against the *Owner* for any matter arising from the *Owner* exercising its rights as stated above.

1.36 ACCEPTANCE:

- .1 Following review of all submittals and any other information pertinent to the *Bid* process, the *Owner* may issue a Letter of Intent or the *Owner* may instruct the *Consultant* to prepare the CCDC 2 *Contract* and the *Owner* may notify a selected *Bidder* of an intention to accept the *Bid* or the modified *Bid Price* negotiated and found mutually agreeable following the *Bid Closing*.
- .2 The *Owner* reserves the right to reject the *Bid* or the amended and negotiated *Bid Price* of the notified *Bidder* up to and including the day upon which the *Owner* is to execute the *Contract* with the notified *Bidder* without penalty or other obligation to the selected *Bidder*.
- .3 If, at the termination of the period during which all *Bids* are irrevocable, no *Bidder* has been selected or no *Contract* with a *Bidder* has been executed, all *Bids* shall be considered rejected.
- .4 The *Owner* is entitled to reject all *Bids*. The *Owner* may do so without any obligation of any kind to the *Bidder* or to any notified *Bidder*. All *Bidder* acknowledge this through the act of submitting a *Bid*.

1.37 REQUIREMENTS AT TIME OF EXECUTION OF THE CONTRACT AND PRIOR TO COMMENCEMENT OF WORK:

- .1 The successful *Bidder* will be required to submit the following documentation, in a form satisfactory to the *Owner*, at the time of the execution of the contract.
 - .1 Executed Performance Bond.
 - .2 Executed Labour & Materials Payment Bond.
 - .3 Certificates of Insurance executed in accordance with CCDC 41 and the *Contract Documents*.
 - .4 Workplace Safety and Insurance Board Clearance Certificate.
- .2 Prior to Commencement of Construction:
 - .1 Execute the CCDC 2 Stipulated Price Contract.
 - .2 Posting at the *Place of the Work* the Building Permit issued by the Municipality of the *Place of the Work*.
 - .3 Acceptance by the *Owner* of the *Contractor's* Health and Safety Policy, security and privacy conditions and sign appropriate declarations.
 - .4 Complete training regarding use of the *Owner's* facility.

1.38 COMMENCEMENT OF WORK:

- .1 The contractor shall commence *Work* in accordance with their own schedule, but no later than 14 business days next following the execution of the CCDC 2 *Contract*.

Part 2 Products - NOT USED**Part 3 Execution - NOT USED END OF SECTION**