

Prepared for:

CORPORATION OF THE TOWN OF SMOOTH ROCK FALLS

142 First Avenue
P.O. Box 249
Smooth Rock Falls, ON
POL 2B0

TENDER FOR

**REG LAMY CULTURAL CENTER REPAIRS
SMOOTH ROCK FALLS, ON**

February 2024

Prepared by:

Rivard Engineering
Consulting Engineers
259 Reliable Lane
Timmins, Ontario
P4N 3S4

CORPORATION OF THE TOWN OF SMOOTH ROCK FALLS

**TENDER FOR
REG LAMY CULTURAL CENTER REPAIRS**

-CONTENTS-

<u>SECTION</u>	<u>PAGES</u>
A. Instruction to Bidders	1 to 11
B. Form of Tender	1 to 10
C. Tender Drawings S01, S02, S03	1 to 3

SECTION A

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-1

1 OWNER

- 1.1 Where the term “Owner” is mentioned in the Contract Documents, it shall mean the same as: Town of Smooth Rock Falls (SRF)

2 CONTRACT DOCUMENTS

- 2.1 The Contract documents forming the basis of the Contract shall be those listed in the specification index and drawings index.
- 2.2 Drawings will be available at the office of 1687978 Ontario Limited c/o Rivard Engineering, 259 Reliable Lane, Timmins, Ontario.

3 TENDERING

- 3.1 All tenders must be submitted on Tender Form(s) provided herein.
- 3.2 All blank spaces must be filled in.
- 3.3 The Tender Form(s) shall not be qualified by any condition unless approved by the Consultant in writing.
- 3.4 The Tenderer agrees that information supplied on site conditions by the Consultant are for assistance only, and that the Consultant is not responsible thereof.
- 3.5 Any Tenders must be expressed as being irrevocable from the time it is submitted until 60 days after Tender closing date.
- 3.6 The Owner and/or Consultant shall have the right to accept a tender notwithstanding any error(s) thereof even if they have knowledge of such error(s).
- 3.7 Acceptance of a tender by the Owner shall bind the Tenderer to execute a formal Contract as outlined in the Tender Form.
- 3.8 The Owner reserves the right to reject any or all Tenders received.

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-2

4 SUBMISSION OF TENDER

- 4.1 All Tenders submitted for consideration must be made on the forms provided, in a sealed opaque envelope, and clearly marked:

Tender: **SRF Reg Lamy Cultural Center Repairs**

- 4.2 Identify the name and address of the bidder and the project name on the envelope.

- 4.3 Submit tender on or before:

April 4th, 2024 at 4:00pm local time at Rivard
Engineering at 259 Reliable Lane, Timmins, Ontario

- 4.4 Offers submitted after the above time shall be returned to the bidder unopened.

5 VISIT TO SITE

- 5.1 The Tenderers will be held to have visited the site and have examined all conditions affecting the site and work to be performed. The Contractor shall accept complete responsibility for error(s) and/or discrepancies due to neglect in this respect.

- 5.2 A mandatory site visit for the General Contractors has been scheduled for:

Tuesday, March 12th, 2024 @ 1:30pm local time

at Reg Lamy Center at 195 Fifth St., Smooth Rock Falls, Ontario

6 DISCREPANCIES, ERRORS, OMISSIONS

- 6.1 The Contractor shall report any/all discrepancies, errors and/or omissions, departures from Building By-Laws, good practice and all other areas that may require modification.

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-3

- 6.2 Modification to the proceeding shall be reported to the Consultant at least five (5) working days prior to Tender closing Date, so that written instructions can be prepared for distribution. Oral instructions received by the Tenderer shall not be considered binding, whether by the Owner and/or Consultant.

7 ALTERNATES

- 7.1 The General Contractor shall submit for consideration to the Consultant any alternates to products listed in drawings and specifications, at least five (5) working days before closing tender date.
- 7.2 The Consultant will issue an addendum with any approved alternates to all bidders.
- 7.3 The Consultant will review other alternates to products listed in drawings and specifications following the award of a contract on an hourly rate basis. The costs of the above will be borne by the General Contractor.
- 7.4 Where there are specific alternates set out by the Consultant in the Tender Form, the Contractor shall indicate additions to or deductions from the Tender Price for these specific items. The Owner reserves the right to use any of the alternate prices in finalizing a tendered price.

8 BID BOND – PRIME CONTRACTOR

- 8.1 The Tender Form shall be accompanied by a Bid Bond or Certified Cheque in the amount of \$ 20,000.00 guaranteeing that the tenderer will enter into a contract with the Owner within the specified time if awarded such contract.
- 8.2 The Bond shall be executed with a licensed surety company satisfactory and approved by the Consultant.
- 8.3 The Bid Bond or Certified Cheque may be retained by the Owner, should the Tenderer refuse to enter into a Contract.

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-4

9 PERFORMANCE BOND – PRIME CONTRACTOR

- 9.1 Upon acceptance by the Owner, the successful Tenderer shall furnish a Performance Bond for 50% of the value of the Contract Price in accordance with CCDC Form General Condition Clause 11.2. or alternately with a letter of credit in the amount of \$ 40,000.00.
- 9.2 The Bond shall be executed with licensed surety company satisfactory and approved by the Consultant.
- 9.3 Include the cost of Bond or letter of credit in the bid price.

10 LABOUR AND MATERIAL PAYMENT BOND – PRIME CONTRACTOR

- 10.1 Upon acceptance by the Owner, the successful tenderer shall furnish a Labour and material Payment bond for 50% of the value of the Contract Price in accordance with CCDC Form General Conditions Clause GC 11.2. or alternately with a letter of credit in the amount of \$40,000.00.
- 10.2 The Bond shall be executed with a licensed surety company satisfactory to and approved by the Consultant.
- 10.3 Bond shall cover the construction period and one year thereafter.
- 10.4 Include the cost of Bond or letter of credit in the bid price

11 PAYMENT

- 11.1 Contractor within 2 weeks of the Award of the work shall provide a full cost breakdown of the project to be used for Payments, subject to approval by the Consultant.
- 11.2 Progress billings shall be submitted to the Consultant on a monthly basis on acceptable format.
- 11.3 Payment shall be made on a monthly basis in the amount of 90% of work complete, as expressed on Certificate of Payment form prepared by the Consultant and submitted to the Owner.
- 11.4 Payment shall be made by the Owner within twenty (20) days of its issuance by the Consultant.

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-5

- 11.5 The holdback of 10% shall be accumulative. The Consultant will issue the certificates in accordance with the Construction Lien Act.
- 11.6 Release of uncontested holdback monies shall be subject to fulfillment of the requirements of the Act, including:
- 1 Provision of Certificate of Good Standing with the Workplace Safety Insurance Board.
 - 2 Provision of a Statutory Declaration with respect to payment of accounts.
 - 3 Publication of the Certificate of Substantial Performance in the Daily Commercial News and approved by the Consultant.
- 11.7 The 60 day lien period shall begin on the date of publication in the Daily Commercial News.
- 11.8 The Contractor shall pay for the cost of publication of the Certificates of Substantial Performance.
- 11.9 Monies from the 10% Holdback may be retained as directed by the Consultant, after the lien period to cover:
- unforeseen deficiencies
 - as built – drawings
 - maintenance manuals
 - other deficiencies to Contract work subject to the requirements of the Construction Lien Act

12 MATERIAL ON SITE

- 12.1 Payment shall be made for materials on site only when the Consultant is satisfied that they are properly stored and protected. Proof of the value per invoice shall be provided when required.
- 12.2 Payment shall not be made on materials and equipment not required to be on site for use within a reasonable time period as determined by the Consultant.

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-6

13 SUB-CONTRACTORS

- 13.1 Each Tenderer shall singularly list all sub-contractors to be employed on the Tender Form provided. Approval by the Owner is required if the Contractor wishes to deviate from this list.
- 13.2 The Owner reserves the right to reject any Sub-Contractor, without releasing the Contractor from his Tender.
- 13.3 Nothing contained in the Contract Documents shall be interpreted as a contractual obligation between Owner and Sub-Contractor.

14 SCHEDULE

- 14.1 The General Contractor shall submit to the Consultant a complete work schedule for the Contract. Refer to scope of work for details.
- 14.2 The Contractor shall be rigidly held to his schedule, and shall resubmit his schedule as requested by the Consultant.
- 14.3 Contractor to complete the East Wall works by September 15th 2024.

15 SCOPE OF WORK

- 15.1 The Contract includes all labour and materials described in the specifications and as indicated on the drawings, including taxes, permits and all fees.
- 15.2 Work and materials shown on the drawings may not necessarily be described in the specifications, but remain the responsibility of the Contractor.
- 15.3 The Contract, while not including work specified elsewhere does not alleviate the Contractor's responsibility for providing necessary services access or other work required for commencement of work.
- 15.4 Where indicated in various sections of the specifications, work listed under "scope" and items listed under "related work specified elsewhere" is intended for guidance only, and shall not necessarily be all inclusive.

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-7

15.5 The scope of work for the project shall be as described in the Contract Documents, including replacement of bottom sill along East wall and Addition of a roof drain on the front of the building. Scope of work is as per design drawings included in the tender package.

15.6 Prior to completing any works, the owner and contractor shall review the east wall arena to confirm any existing damages. Any damages incurred by the contractor during construction or jacking/shoring procedure shall be repaired by the contractor.

15.7 All work shall be in accordance with the Ontario Building Code, and any related regulations and standards.

16 LOCAL LABOUR AND MATERIAL

16.1 The Contractor shall, wherever possible, give preference to the use of tradesmen, labourers, and materials from the area, where competitive prices and workmanship are available.

17 LIQUIDATED DAMAGES

17.1 The following Liquidated Damages will be applied to the Contractor for each additional week (5 working days, Monday to Friday inclusive) that the Substantial Performance of the project exceeds the Contract Date of Substantial Performance.

-\$ 2,500.00 per week for Contract Supervision and Administration.

18 ENQUIRIES DURING TENDER PERIOD

18.1 Address all enquiries during the tendering period to the following:

1687978 Ontario Limited
c/o Rivard Engineering
259 Reliable Lane
Timmins, Ontario
P4N 3S4
Tel: (705) 268-5501
Fax: (705) 268-5502
Attention: Randy Miller

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-8

19 PERMITS AND FEES

19.1 The General Contractor shall include in the tender price the costs for entrance permits, service connection fees, electrical permit and any other fees required to be paid to all bodies having jurisdiction in order to complete the Contract.

19.2 The building and plumbing permit are required and shall be obtained by the contractor. The fees for the permit will be paid/waived by the town of smooth rock falls.

20 SUBSTANTIAL PERFORMANCE

20.1 Substantial Performance shall mean:

The date the Certificate of Substantial Performance is published in the Daily Commercial News.

20.2 The date of Substantial Performance shall be in strict accordance with the requirements of the Construction Lien Act, subject to any formal agreements with respect to the Scope of Work with the Owner and the Consultant for items to be completed at a later date (i.e. seasonal deficiencies).

20.3 The Contractor shall apply for and co-ordinate any Occupancy Permits as need be that would allow the Owner access to the works.

21 INSPECTION FOR SUBSTANTIAL PERFORMANCE

21.1 The Contractor shall formally request (in writing) from the Consultants, an Inspection of Substantial Performance and shall coordinate the above meeting with all related trades as applicable.

21.2 The Contractor shall be held to have inspected his work and remedied deficiencies prior to the inspection by the Consultant. He shall have the work in a condition acceptable to the Consultant for Substantial Performance and take over by the Owner in accordance with Contract documents.

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-9

- 21.3 Should additional inspections or the level of performance be unacceptable to the Consultant, the Contractor shall be notified, and monies deducted from the Contract to cover all costs, time and expenses as required for any and all re-inspections.

22 LIABILITY INSURANCE

- 22.1 The Contractor shall hold and maintain, for the duration of his Contract, including one (1) year beyond the date of Total Performance, a comprehensive General Liability Insurance with a minimum coverage of \$ 2,000,000.00 (two million dollars) per occurrence.
- 22.2 Both the Owner and the Consultant shall be named as additional insured with the Contractor under the terms of this Contract insurance.
- 22.3 A Certificate of Insurance shall be provided to the Consultant for review and approval prior to proceeding with any work.
- 22.4 The Contractor shall pay for the above insurance as part of his Total Contract Cost.

23 BUILDERS RISK

- 23.1 The Contractor shall include in his insurance, Builder's Risk coverage as specified in the CCDC Form General Conditions clause 11.

24 TOTAL PERFORMANCE

- 24.1 Total Performance of the Contract shall be the date as noted on the Total Performance Certificate issued by the Consultant.
- 24.2 The Contractor prior to Total Performance shall inspect the work throughout with the Owner, prepare and issue a deficiencies list and supervise and co-ordinate all remedial work.
- 24.3 Upon completion of remedial work, the Contractor shall request in writing, a Final Inspection from the Consultant.
- 24.4 The Consultant shall proceed with his Final Inspection with representatives of the Owner and the Contractor and shall prepare a deficiencies list as applicable.

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-10

24.5 Should the Contractor fail to meet the requirements of Completion as defined by the Construction Lien Act (i.e. lesser of 1% of Contract value or \$ 1,000.00) he shall be held liable for any and all re-inspection costs. These monies shall be deducted from the Contract Price as applicable.

24.6 Any minor deficiencies after the Completion Inspection will be coordinated directly between the Owner and the Contractor including all related holdbacks payments.

24.7 THE DATE OF Total Performance shall mark the start of:

- a) 1 year Insurance policy extension
- b) Start of warrantee period

25 WARRANTEE

25.1 The warrantee period, which includes all work performed by the Contractor shall cover a minimum of one full calendar year after the date of Total Performance, up to and including the date of Warrantee Inspection as performed by the Consultant.

25.2 Seasonal items may have their Warrantee period extended to ensure proper inspection as directed by the Consultant.

25.3 It is understood that any and all deficiencies must be remedied and coordinated between the Owner and Contractor, more or less within the one (1) year warrantee period.

25.4 The Contractor and his sub-trades, as applicable shall provide all emergency servicing and remedial work, during the Warrantee period in an efficient and timely manner on such items that affect day to day use of the Works.

25.5 Warrantee coverage per the terms of this Contract shall cover labour, materials and all related charges for all work with the exception of damages due to unusual abuse or usage, accidental breakage or related damages caused by acts of God, criminal activity and other causes normally covered or excluded by insurance policies.

INSTRUCTION TO BIDDERS

RE # SRF-002

ITB-11

26 SAFETY / PROTECTION

26.1 The Contractor shall secure his work area (s) at all times during work hours to protect the workers and visitors to the site. Site and building will remain occupied during the work except for construction areas.

26.2 The work areas shall be barricaded and blocked off after every shift and over weekends to ensure a secure protected work areas and site.

27 CLEAN-UP

27.1 The Contractor shall clean up and protect all work area spaces and shall provide housekeeping on a regular basis, and prior to the end of each day as may be necessary to maintain access to each area.

27.2 Provide barriers, and other protection as may be necessary to protect and maintain all existing areas clean, and free of damages.

28 WSIB

28.1 The Contractor shall provide a current copy of his WSIB certificate prior to the start of the Work.

28.2 The Contractor shall be considered the Constructor for the above project and shall take all steps as required to comply with the Ontario Health and Safety Act for items relating to the Work.

29 Coordination

29.1 All work to be scheduled and coordinated with Owner to maintain access to the building during the renovations. All major interruptions should be reviewed by owner prior to proceeding.

***** End of Section *****

SECTION B

FORM OF TENDER

Tender Form

RE: SRF-002

Project Title Reg Lamy Cultural Center Repairs
and Location: Town of Smooth Rock Falls
195 Fifth St. Smooth Rock Falls, Ontario

Submitted To: Town of Smooth Rock Falls

We,

(Company Name)

(Business Address)

Tender Closing Not Later Than: 4:00 pm local time Thursday April 4th, 2024, at the office of Rivard Engineering, 259 Reliable Lane in Timmins, Ontario.

Having examined the Tender Documents as listed in Appendix “A” to this Tender Form, and Addenda No. _____ to No. _____ inclusive, all as issued by Rivard Engineering and having visited the Project Site: hereby offer to enter into a Contract to perform the Arena Repairs **option #1** (S01, S02) and Drainage project (S03) required by the Tender Documents for the stipulated price of

dollars (\$) in Canadian funds,

hereby offer to enter into a Contract to perform the Arena Repairs **option #2** (S01, S02) and Drainage project (S03) required by the Tender Documents for the stipulated price of

dollars (\$) in Canadian funds,

which price includes any specified cash and contingency allowances and the applicable taxes in force at this date except as may be otherwise provided in the Tender Documents.

Provide the following individual prices for owner internal costing:

Arena Repairs Option #1 =

Arena Repairs Option #2 =

Drainage Project =

The above Tender Sum does **not** include H.S.T. applicable on the project.

Appendix to Tender Form:

Appendix A	List of Tender Documents
Appendix B	List of Subcontractors
Appendix C	List of Unit Prices
Appendix D	Alternative Prices
Appendix E	List of Hourly Rates
Appendix F	List of Cash Allowances

The information on Tender Documents, Subcontractors, Unit Prices, Alternative Prices and Hourly Rates as called for in the Tender Documents is provided in the attached Appendices and Forms an integral part of this Tender.

Declarations:

I/We hereby declare that:

- (a) I/We agree to perform the Work in compliance with the required completion schedule stated in the Tender Documents, or if no schedule is stated, to attain Substantial Performance of the Work as described in GC 6.5.1, 6.5.2, and 6.5.3 the General Conditions within ____ weeks after receiving notice of Contract award.
- (b) No person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made.
- (c) This Tender is open to acceptance for a period of sixty (60) days from the date of Tender closing.
- (d) I/We have examined all conditions affecting the Scope of Work, Conditions of Contract, and have reviewed the standard contract form titled – Agreement Between Owner and Contractor, and agree to all conditions there in (CCDC2-2020).
- (e) I/We understand that the Owner reserves the right to reject any or all Tender.

- (f) I/We will commence building operation on site after receiving notice of Contract award.
- (g) I/We will achieve Total Performance of this project including all deficiency work by (date) _____
- (h) I/We understand that on work required to be added to or deducted from the Contract and for which we are required to carry out the work on a lump sum basis, the following percentages will apply in addition to the cost of the work in accordance with normal practice followed in the trade. The percentages for mark-up will also apply to Sub-Contractors costs for work added to the Contract.
 - General Contractor's mark-up on additional work carried out by his own forces - 5 % overhead + 10 % profit.
 - General Contractor's mark-up on additional work carried out by sub-trades – 5 % overhead + 5 % profit.
 - Sub-Contractor's mark-up on additional work carried out by sub-trades - 5 % overhead + 5 % profit.

Signatures

Signed, sealed and submitted for and on behalf of:

Company : _____

(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature:

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 2024.

N.B. Where legal jurisdiction or Owner requirements calls for proof of authority to execute this Tender, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign this Tender for and on behalf of the Corporation or Partnership should be attached.

APPENDIX “A” To Tender Form

LIST OF Tender DOCUMENTS

The following is the list of description of the Tender Documents referred to in the Tender Form for the above named Project.

S01 Rev. 0 Issued for Tender February 28, 2024

S02 Rev. 0 Issued for Tender February 28, 2024

S03 Rev. 0 Issued for Tender February 28, 2024

Instruction to Bidders (11 pages)

Tender Form (10 pages)

APPENDIX “B” to Tender Form

LIST OF SUBCONTRACTORS

The following are the Subcontractors we propose to use for the Sections of Work listed hereunder.

DIVISION OR SECTION OF WORK	NAME OF SUBCONTRACTOR
1. Shoring design	
2. Waterproof Membrane Repair	
3. Plumbing	
4. Carpentry	

APPENDIX “C” to Tender Form

LIST OF UNIT PRICES

The following are our Unit Prices for the Units of Work listed hereunder. The Unit Prices listed apply to performing the Units of Work only during the time schedules for such work in the project schedule. The unit prices include profit and overhead.

Unit of Work	Unit Prices (\$)
U1 Supply and install 1 2x6 stud (8')	
U2 Supply and install 1 2x6 stud (16')	
U3 Supply and Install 1 6x12 (20') long PWF timber	
U3 Supply and install 1 4'x8' of ½" plywood	
U4 Supply and Install 1 – 15M x 20ft long rebar	
U5 Supply and Install 1 cu.m of 25 MPA concrete	

APPENDIX “D” to Tender Form

ALTERNATIVE PRICES

The following are our prices for the Alternative Work listed hereunder. Such Alternative Work and amounts are **NOT** included in our Stipulated Price.

Description of Alternative	Effects on Stipulated Price (\$)
----------------------------	----------------------------------

APPENDIX “E” to Tender Form

List of Hourly Rates

The following are our Unit Prices for the Units of Work listed hereunder. The Unit Prices listed apply to performing the Units of Work only during the time schedules for such work in the project schedule. The above unit prices shall include all profit and overhead. Such, Unit Prices are NOT included in our Stipulation Price.

<u>Unit of Work</u>		<u>Trade Hourly Rates</u>
HR-01	Site Supervisor	
HR-02	Carpenter Lead	
HR-03	Carpenter	
HR-04	Plumber (licensed)	
HR-05	Laborer	
HR-06	Cleaning Personnel	

APPENDIX “F” to Tender Form

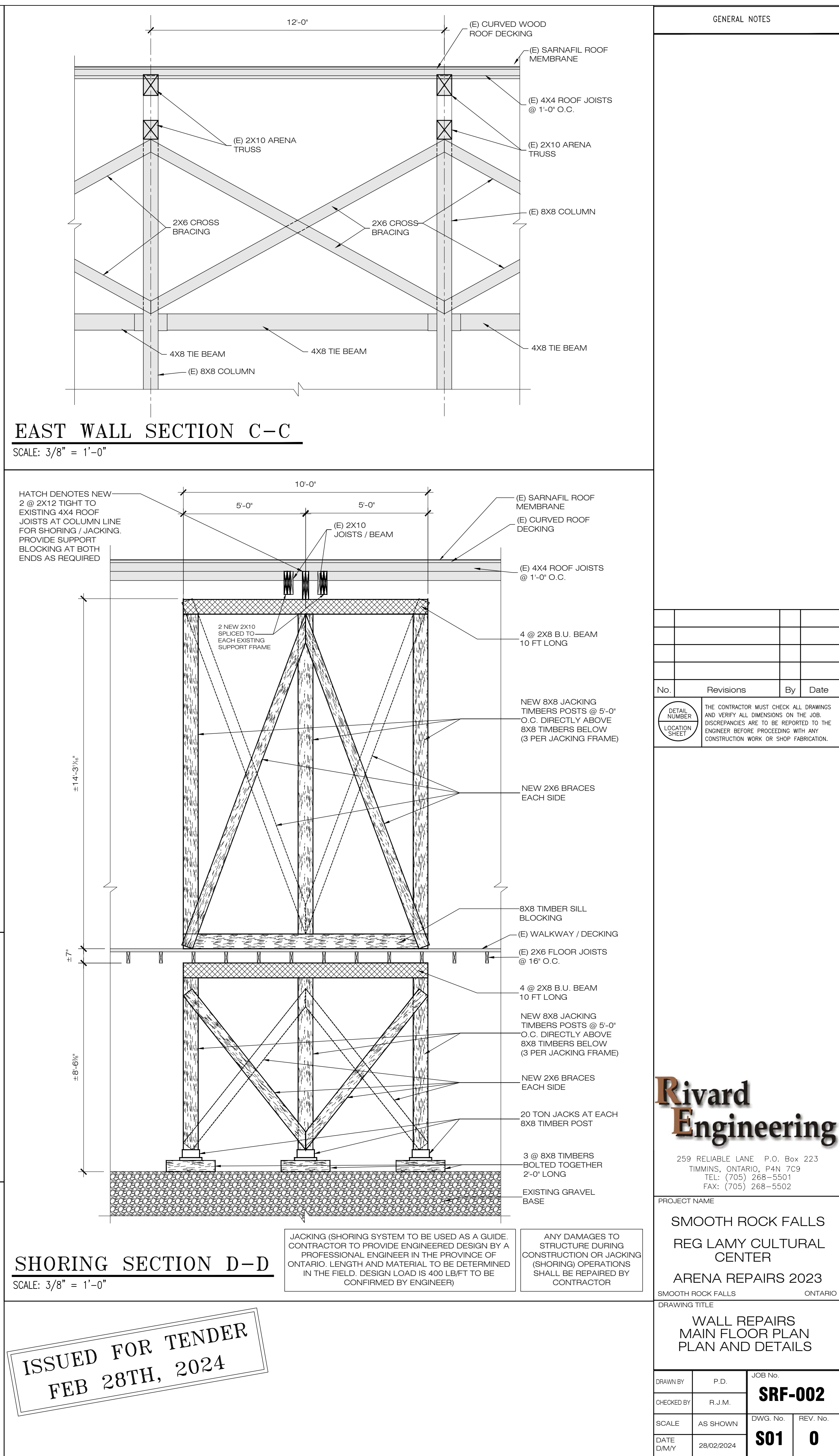
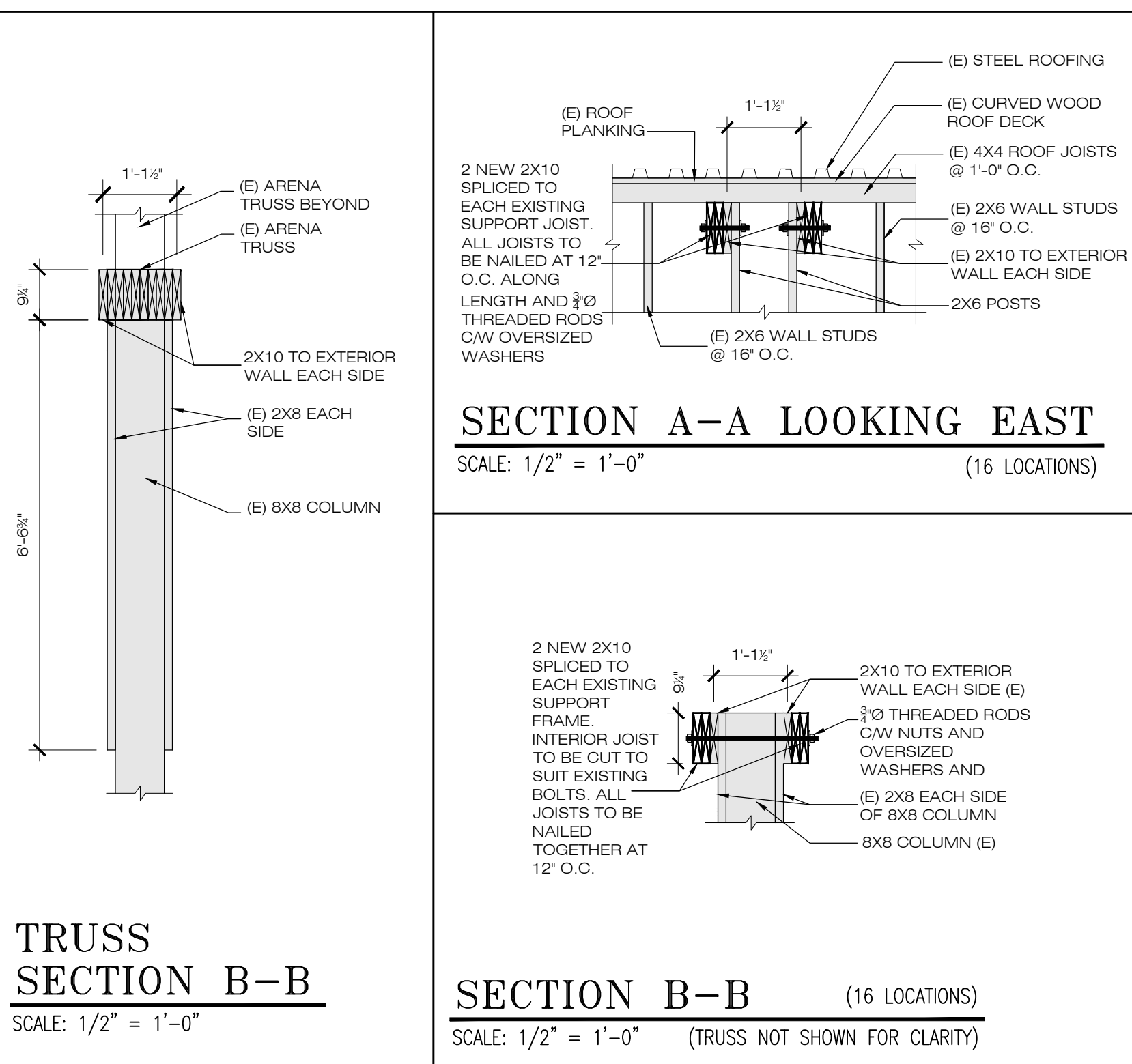
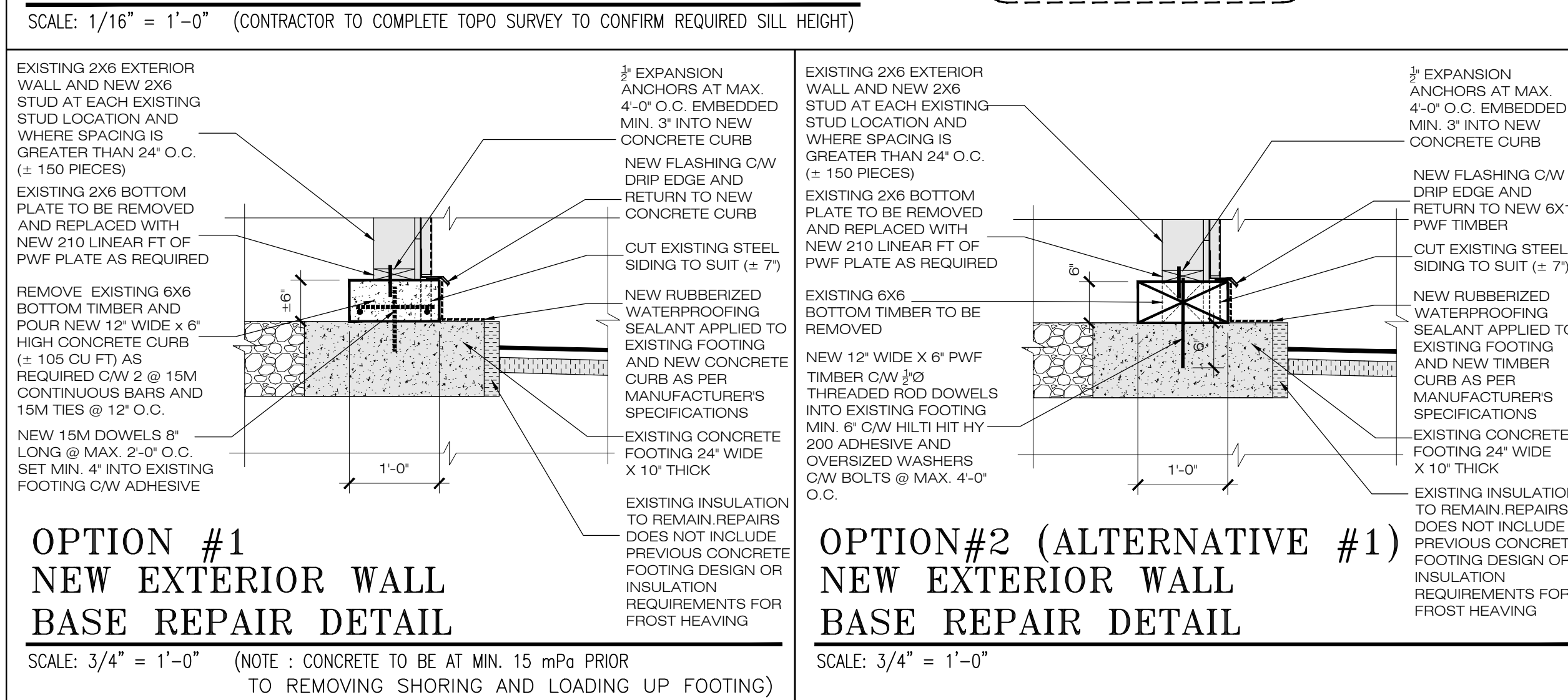
List of Cash Allowances

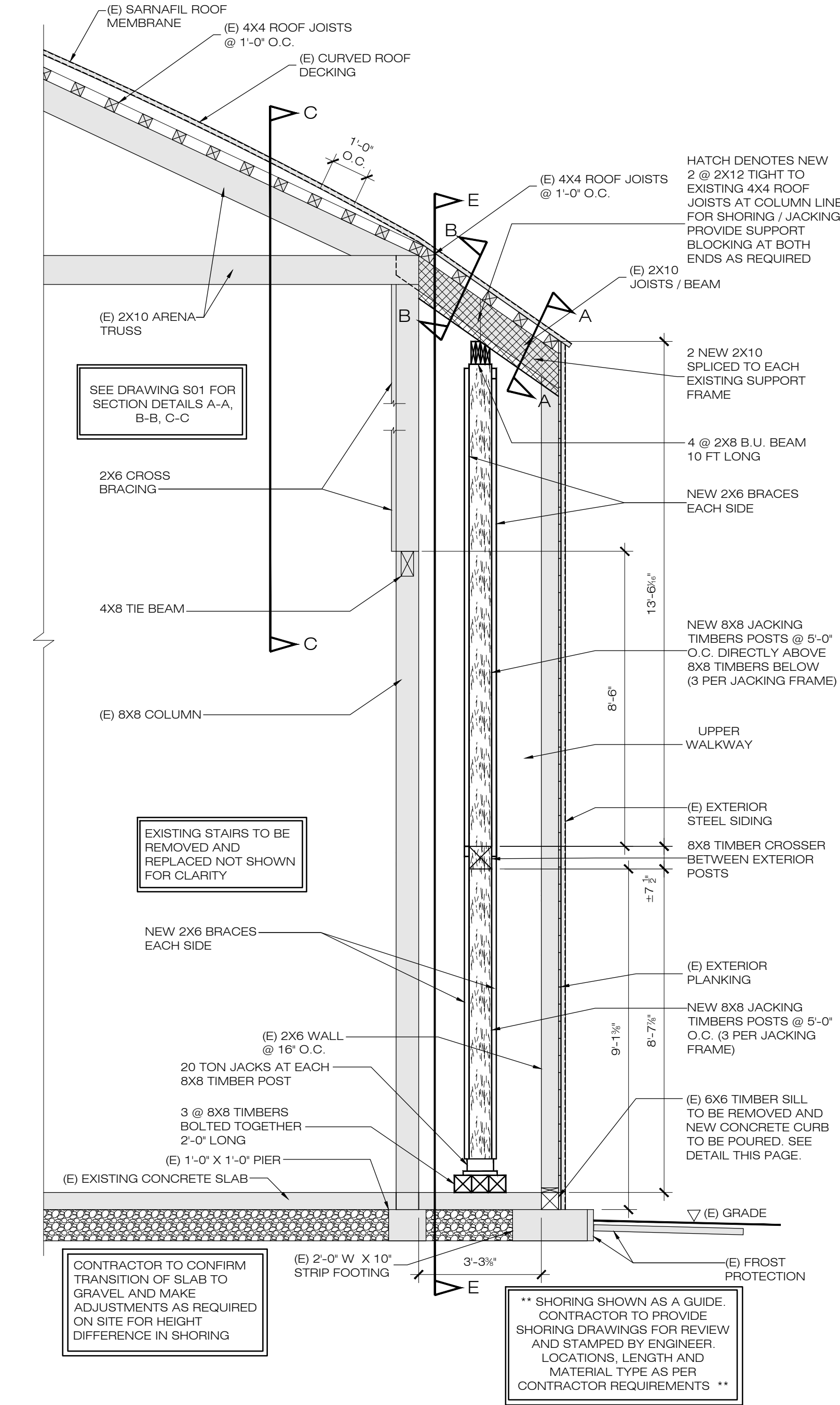
The following are our Cash allowances for the required work listed hereunder. The Cash allowances include profit and overhead. The Cash allowances are included in our Stipulation Price.

Cash Allowances		Allowance Total
CA-01	Contingency Allowance	\$ 20,000.00

SECTION C

TENDER DRAWINGS





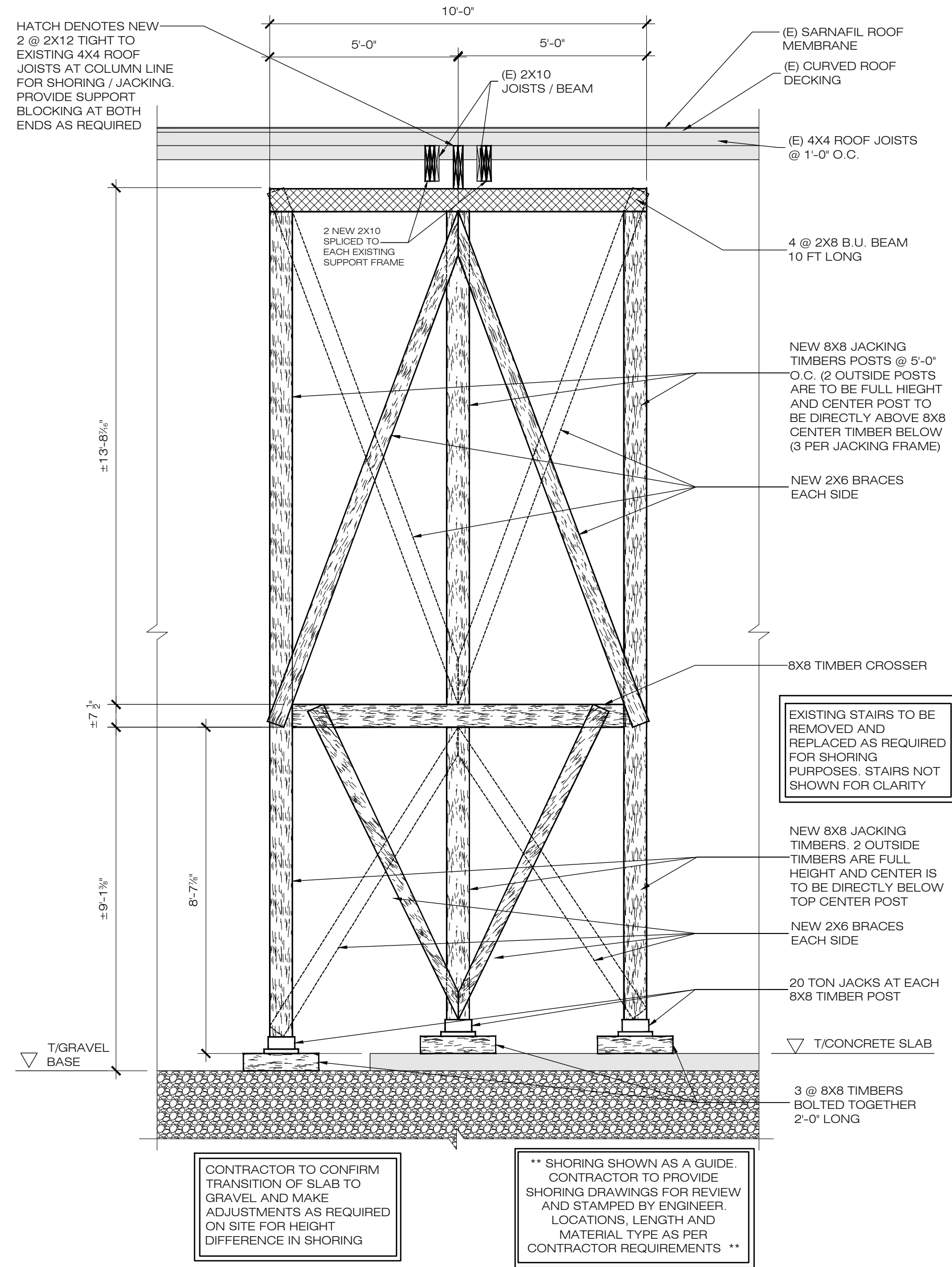
EAST WALL SECTION

SCALE: 3/8" = 1'-0"

2
S01

SHORING SECTION E-E

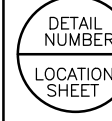
SCALE: 3/8" = 1'-0"



ISSUED FOR TENDER
FEB 28TH, 2024

GENERAL NOTES

No.	Revisions	By	Date



THE CONTRACTOR MUST CHECK ALL DRAWINGS AND VERIFY ALL DIMENSIONS ON THE JOB. DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER BEFORE PROCEEDING WITH ANY CONSTRUCTION WORK OR SHOP FABRICATION.

Rivard Engineering

259 RELIABLE LANE P.O. Box 223
TIMMINS, ONTARIO, P4N 7C9
TEL: (705) 268-5501
FAX: (705) 268-5502

PROJECT NAME

SMOOTH ROCK FALLS
REG LAMY CULTURAL
CENTER

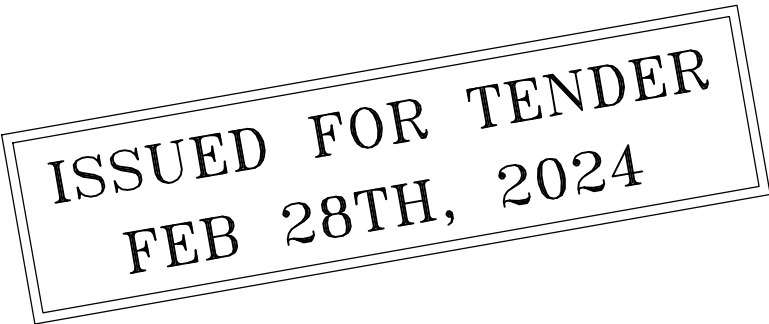
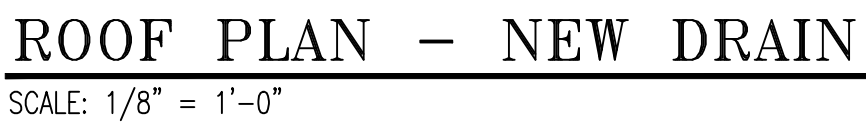
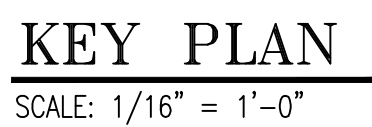
ARENA REPAIRS 2023

SMOOTH ROCK FALLS ONTARIO

DRAWING TITLE

WALL REPAIRS
DETAILS AT STAIRS

DRAWN BY	P.D.	JOB No.
CHECKED BY	R.J.M.	SRF-002
SCALE	AS SHOWN	DWG. No.
DATE	28/02/2024	REV. No.
		S02
		0



- [illegible]