

Architect: **Two Row Architect**
1804 6th Line – Six Nations
Ohsweken, ON N0A 1M0
Office 519-445-2137
Atten: Brian K. Porter

Associate Architect – Responsible
for Contract Administration
during Construction: **Calnitsky Associates Architects Inc.**
124 Nassau Street North
Winnipeg, MB R3L 2H1
P. 204-791-3740
Atten: Ed Calnitsky

Structural Engineer: **Keewatin-Aski Ltd.**
61 Queen Street
Sioux Lookout, ON P8T 1A8
P. 807-737-3858

Mechanical Engineer: **Runge + Associates Inc.**
864 Hurontario Street.
Collingwood, ON L9Y 3Z1
P. 705-446-3590

Electrical Engineer: **Runge + Associates Inc.**
864 Hurontario Street
Collingwood, ON L9Y 3Z1
P. 705-446-3590

Civil Engineer: **Keewatin-Aski Ltd.**
61 Queen Street
Sioux Lookout, ON P8T 1A8
P. 807-737-3858

Food Services: **Van Velzen & Radchenko Design Associates Ltd.**
Food Service Consultants
1262 Don Mills Road, Suite 99
Toronto, ON M3B 2W7
P. 416-447-6483

END OF SECTION

Part 1 General

1.1 INVITATION

- .1 Bid call:
 - .1 Offers signed under seal, executed, and dated shall be sent via email to Associate Architect – Calnitsky Associates Architects Inc. email address: **bids@calnitskyarchitects.com**, by 2:00 pm local time on Tuesday, January 18, 2022.
 - .2 Offers submitted after above time will not be opened.
 - .3 Emailed Offers shall include: **Kenora Supportive Housing - Bidder's Name; in the subject line**. Offers shall be sent in PDF format. Emails approaching 25 Megabytes in size may be rejected by Consultant's email system.
 - .4 While the Consultant is requesting electronic bid submissions for this project, the Bidder acknowledges that electronic bid submissions are potentially unreliable. The Bidder bears all risk associated with submitting its offer by electronic submission, including but not limited to delays in transmission between the Bidder's computer and Consultant's email system.
 - .5 It is the Bidder's sole responsibility to ensure that their offer, and all attachments, are received at the submission address before the closing date and time.
 - .6 Amendments to a submitted offer will be permitted if received prior to Bid closing and if endorsed by the same part or parties who signed and sealed offer.
 - .7 Offers will be opened privately after time for receipt of Bids.

1.2 INTENT

- .1 Intent of this Bid call is to obtain an offer to perform work to complete a new Supportive Housing Building in Kenora, Ontario, for a Stipulated Price contract, in accordance with Contract Documents.
- .2 Initiate Work immediately after receipt of notice of contract award.

1.3 CONTRACT DOCUMENTS IDENTIFICATION

- .1 Contract Documents are identified as Project No. 1953, as prepared by Two Row Architect.

1.4 CONTRACT/BID DOCUMENTS

- .1 Agreement Form:
 - .1 CCDC 2 with amendments as defined in – Supplementary Conditions.
 - .2 Definitions:
 - .1 Contract Document: defined in CCDC 2 – 2020.
 - .2 Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form, and Bid Form supplements, and addenda.
 - .3 Bid, Offer, or Bidding: act of submitting an offer under seal.
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- .4 Bid Price: monetary sum identified in Bid Form as an offer to perform Work.
- .3 Availability:
 - .1 Bid Documents are made available only for purpose of obtaining offers for this project. Their use does not confer licence or grant for other purposes.
- .4 Examination:
 - .1 Upon receipt of Bid Documents verify that documents are complete.
 - .2 Immediately notify Consultant upon finding discrepancies or omissions in Bid Documents.
- .5 Queries/Addenda
 - .1 Direct questions to the Associate Architect - Calnitsky Associates Architects Inc., attention: Neil Hulme, E-mail: nhulme@calnitskyarchitects.com.
 - .2 Addenda may be issued during Bidding period. Addenda will become part of Contract Documents. Include costs in Bid Price.
 - .3 Verbal answers are only binding when confirmed by written addenda.
 - .4 Clarifications requested by Bidders must be in writing not less than seven (7) days before date set for receipt of Bids. Reply will be in form of an addendum. Copy of addendum will be forwarded to known Bidders before receipt of Bids.
- .6 Product/System Options
 - .1 Where Bid Documents stipulate a particular product, substitutions will be considered by Consultant up to seven (7) days before receipt of Bids.
 - .2 When request to substitute product is made, Consultant may approve substitution and may elect to issue Addendum to known Bidders.
 - .3 In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in Work to accommodate such substitutions. Later claim by Bidder for addition to Contract Price because of changes in Work necessitated by use of substitutions shall not be considered.

1.5 SITE ASSESSMENTS

- .1 Site examination:
 - .1 A mandatory site visit is scheduled for:
 - Date: Tuesday, January 11, 2022 at 1:00 PM Local Time
 - Location: Proponents to meet at the site access point located at the intersection of 9th Street N. and N. Campbell Street in Kenora, Ontario.
 - .2 Questions arising at the visit should be submitted in writing, per section 1.4.5. Proponents should not rely on information received from any parties at the site meeting unless they have been provided in writing.
 - .3 Physical distancing will be enforced. A mask must be worn during the site visit.

1.6 QUALIFICATIONS

- .1 Subcontractors:
 - .1 Owner reserves right to reject proposed subcontractor for reasonable cause.

1.7 BID SUBMISSION

- .1 Bid ineligibility:
 - .1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared informal at Owner's discretion.
 - .2 Bids with Bid Forms and enclosures which are improperly prepared will be declared informal at Owner's discretion.
 - .3 Bids that fail to include Consent of Surety, bonding or insurance requirements will be declared informal at Owner's discretion.
- .2 Submissions:
 - .1 Bidders are solely responsible for electronic delivery of their Bids in manner and time prescribed in Item 1.1.
 - .2 Submit executed offer on Bid Forms provided, signed and with corporate seal together with required Consent of Surety.
 - .3 Improperly completed information, irregularities in Consent of Surety or Bid Bond, may be cause to declare Bid informal.

1.8 BID ENCLOSURES/REQUIREMENTS

- .1 Bid Bond:
 - .1 Bids are to be accompanied by bid bond as follows: Bid Bond in an amount not less than 10 percent of Bid price.
 - .2 Endorse Bid Bond in name of Owner as obligee, signed and sealed by principal (Contractor) and surety.
 - .3 Use most current edition CCDC approved bond forms.
 - .2 Consent of Surety:
 - .1 Submit with Bid Form and Bid Bond, Consent of Surety, stating that surety providing Bid Bond is willing to supply Performance and Labour and Materials Payment Bond specified.
 - .2 Include cost of bonds in Bid Price.
 - .3 Performance Assurance:
 - .1 Accepted Bidder must provide 50% Performance and 50% Labour and Materials Payment Bond as described in Supplementary Conditions.
 - .2 Include cost of bonds in Bid Price.
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- .4 Bid Form requirements:
 - .1 State in Bid Form, time required to complete Work. Completion date in Agreement must be this completion time added to commencement date.
 - .2 Bidder, in submitting an offer, accepts time period stated in Contract documents for performing work. Completion date in Agreement is completion time added to commencement date.
 - .3 Consideration will be given to time of completion when reviewing Bids submitted.

- .5 Fees for Changes in Work:
 - .1 Include in Bid Form, percentage markup for overhead and profit applicable for changes in Work, whether additions to or deductions from Work on which Bid price is based.
 - .2 Include in Bid Form, fees proposed for subcontract work for changes (both additions and deductions) in Work. Contractor may apply markup as noted, to subcontractor s gross (net plus markup) costs on additional work.

- .6 Bid signing:
 - .1 Bid Form to be signed under seal by Bidder.
 - .2 Sole proprietorship: signature of sole proprietor in presence of witness who shall also sign. Insert words “Sole Proprietor” under signature. Affix seal.
 - .3 Partnership: signature of all partners in presence of witness who shall also sign. Insert word “Partner” under each signature. Affix seal to each signature.
 - .4 Limited and Incorporated companies: signature of duly authorized signing officer(s) in normal signatures. Insert officer’s capacity in which signing officer acts, under each signature. Affix corporate seal. 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 with Bid in Bid envelope.
 - .5 Joint venture: each party of joint venture must execute Bid under respective seals in manner appropriate to such party as described above, similar to requirements of Partnership.

1.9 PERMITS

- .1 General Contractor shall apply for and pay for the building permit.
 - .2 Contractor shall pick up permits when ready.
 - .3 Contractor shall be responsible for the procurement of permits, licenses, inspections and certificates which are necessary for the performance of the Work. The Base Bid shall include cost of these permits, licenses, inspections and certificates and their procurement.
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1.10 OFFER ACCEPTANCE/REJECTION

- .1 Duration of Offer:
 - .1 Bids to remain open to acceptance, and irrevocable for 60 days after Bid closing date.
- .2 Acceptance of Offer:
 - .1 Owner reserves right to accept or reject any or all offers.
 - .2 After acceptance by Owner, Consultant will issue to successful Bidder, written Bid acceptance.
 - .3 After Bid has been accepted, unsuccessful Bids will not be returned to respective Bidders. Submitted Bid securities and other requested enclosures will be returned.

END OF SECTION

TENDER FOR **KENORA SUPPORTIVE HOUSING
CITY OF KENORA, ONTARIO
PROJECT NO. 1953**

SUBMITTED TO **Calnitsky Associates Architects Inc.
Associate Architect to Two Row Architect**

Electronic versions of Bid Documents to be sent by email to:
bids@calnitskyarchitects.com

I/We have carefully examined all the Tender Documents, and have a clear and comprehensive knowledge of the work required under this Contract and of all the working conditions.

Name of Company

Address City or Town/Province/Postal Code

Signature of Company Official(s)

Telephone Number Email Date

SUBMITTED BY _____
(Print Name of Representative/s)

SUBMITTAL DATE _____

TO WHOM IT MAY CONCERN:

We have thoroughly examined Contract/Bid Documents and we hereby offer to furnish all materials, plant and labour necessary for the Total Performance of the WORK, for the sum of:

\$ _____
Contract Price

Plus

\$ _____ of _____ %
Value Added Tax

\$ _____
TOTAL PRICE

in lawful money of Canada, which includes all cash and contingency allowances, all Federal, Provincial, and Municipal taxes, as well as excise taxes in force at this date.

In submitting this tender, we recognize the right of the Owner to accept any tender or reject all submitted tenders.

It is further understood that revised tenders shall not be called if minor changes only are contemplated.

We have read and will comply with the INSTRUCTIONS TO BIDDERS attached hereto.

WORK SCHEDULE

Contractor's preferred starting date is _____.

Contractor's estimated completion date is _____.

FEEES FOR CHANGES IN WORK:

Indicate Percentage applicable for changes in Work.

1- Percentage mark-up for overhead	%
2- Percentage mark-up for profit	%

SUBSTITUTIONS

The materials, products and equipment described in the specifications establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. We submit herewith a list of substitutions of equal quality made as part of this Tender, subject to approval by Owner.

Part 1 General

1.1 STIPULATED PRICE CONTRACT CCDC 2-2020

- .1 The Standard Construction Document, CCDC 2, 2020, Stipulated Price Contract, consisting of Agreement between Contractor and Owner and the General Conditions, Articles GC 1.1 to GC 13.2 inclusive governing same, is hereby made a part of these Contract Documents.

1.2 PART OF CONTRACT

- .1 These Supplemental Conditions form part of the CCDC2-2020 contract for the “*Work*”.

1.3 CCDC2-2020 SUPPLEMENTAL CONDITIONS

- .1 The following supplements modify, delete from or add to the “Agreement between *Owner* and *Contractor*”, the “Definitions” and “The General Conditions of the Stipulated Price Contract” as noted above. Where any Article or General Condition is modified or any paragraph, sub-paragraph or sentence thereof is modified or deleted by these supplements, the unaltered portions shall remain in effect.
- .2 Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.
- .3 Amendments to the agreement shall be as follows:

DEFINITIONS

ADD the following definition:

Submittals

Submittals are documents or items required by the *Contract Documents* to be provided by the *Contractor*, such as:

- *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.

GC 2.2 ROLE OF THE CONSULTANT

- .1 ADD at the end of paragraph 2.2.8. “The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of the making of such interpretations and findings made in accordance with paragraphs 2.2.6., 2.2.7. and 2.2.8”.
- .2 Delete the comma after the word “*submittals*,” and ADD the words “which are provided” before the words “in accordance” in paragraph 2.2.13.

GC 2.4 DEFECTIVE WORK

- .1 ADD new subparagraphs 2.4.1.1 and 2.4.1.2:

“2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.”

“2.4.1.2 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*.”

- .2 ADD new paragraphs 2.4.4 and 2.4.5 to this Article:

“2.4.4 If it is impossible, in the opinion of the *Consultant*, to complete the *Work*, and if it is agreeable to the parties concerned, a Change Order will be issued deleting the uncompleted work from the *Contract* and, at the same time, the *Contractor* shall enter into a second *Contract* to complete the work, at the same cost. The second *Contract* shall provide that the terms of the original *Contract* shall apply mutatis mutandis to the second *Contract*.”

“2.4.5 The rules governing certification, in accordance with the *Construction Act* shall apply to both the revised first *Contract* and the second *Contract*.”

GC 3.7 LABOUR AND PRODUCTS

- .1 ADD new paragraph 3.7.4:

3.7.4 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.

GC 3.9 PERFORMANCE BY CONTRACTOR

- .1 ADD new General Condition 3.9.1:

3.9.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the *Contractor*'s obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

.2 ADD new General Condition 3.9.2:

3.9.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:

- .1 The personnel it assigns to the *Project* are appropriately experienced.
- .2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation.

GC 6.5 DELAYS

.1 DELETE the period at the end of paragraph 6.5.1, and SUBSTITUTE the following words:

“, but excluding any consequential, indirect or special damages.”

.2 ADD new subparagraph 6.5.6.

6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant's* services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the *Contractor*..

GC 6.6 RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS

.1 Digital record drawings:

- .1 Red-lined hard copies of As-Built Drawings prepared by the Contractor shall be reviewed by the Consultant first, prior to commencement of digital record drawings.
 - .2 Contractor shall provide one (1) set of digital record drawings in AutoCAD format at the completion of the project.
 - .3 Contractor shall obtain digital drawing files from the Consultant and will be required to sign a release form provided by the Consultant.
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GC 9.1 PROTECTION OF WORK AND PROPERTY

- .1 DELETE subparagraph 9.1.1.1 in its entirety and SUBSTITUTE new subparagraph 9.1.1.1:
 - 9.1.1.1 errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.9.1;

END OF SECTION

Part 1 General

1.1 INSPECTION

- .1 Allow consultants access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by consultants' instructions, or law of Place of Work.
- .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- .4 Consultants may order any part of Work to be examined if Work is suspected to be not in accordance with Contract Documents.

1.2 INDEPENDENT INSPECTION AGENCIES

- .1 Independent Inspection/Testing Agencies will be engaged by consultants for purpose of inspecting and/or testing portions of Work. Cost of such services will be borne by consultants.
- .2 Provide equipment required for executing inspection and testing by appointed agencies.
- .3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.
- .4 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by consultants at no cost to consultants. Pay costs for retesting and re-inspection.

1.3 ACCESS TO WORK

- .1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.
- .2 Co-operate to provide reasonable facilities for such access.

1.4 PROCEDURES

- .1 Notify appropriate agency and consultants in advance of requirement for tests, in order that attendance arrangements can be made.
- .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in Work.
- .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

1.5 REJECTED WORK

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by consultants as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.
- .3 If in opinion of consultants it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner may deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which shall be determined by consultants.

1.6 REPORTS

- .1 Submit 4 copies of inspection and test reports to consultants.
- .2 Provide copies to Subcontractor of work being inspected or tested and manufacturer or fabricator of material being inspected or tested.

1.7 TESTS AND MIX DESIGNS

- .1 Furnish test results and mix designs as requested.

1.8 MOCK-UPS

- .1 Prepare full size mock-ups for Work specifically requested in specifications. Include for Work of all Sections required to provide mock-ups.
- .2 Construct full size mock-up of one (1) typical suite for review and acceptance by consultants. Mock-up suite to be fully finished and furnished and include all room finishes, plumbing & electrical fixtures, millwork, & equipment, lighting, doors & windows, electrical outlets, switches etc. mechanical, and furnishings.
- .3 Construct all mock-ups in locations acceptable to consultants.
- .4 Prepare mock-ups for consultants review with reasonable promptness and in an orderly sequence, so as not to cause any delay in Work.
- .5 Notify consultants within one (1) business day mock-up is ready for inspection
- .6 Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .7 If requested, consultants will assist in preparing a schedule fixing dates for preparation.
- .8 Mock-ups may remain as part of Work.
- .9 Remove mock-up not remaining part of the Work at conclusion of Work or when acceptable to consultants.

- .10 Specification section identifies whether mock-up may remain as part of Work or if it is to be removed and when.

1.9 MILL TESTS

- .1 Submit mill test certificates as requested or required of specification Sections.

1.10 EQUIPMENT AND SYSTEMS

- .1 Submit adjustment and balancing reports for mechanical, electrical and building equipment systems.

1.11 PAINTING

- .1 Protect outlet boxes, vents, ducts etc. of paint, debris, and construction materials at time of painting.

Part 2 Products NOT USED

Part 3 Execution NOT USED

END OF SECTION