



City of
Peterborough

REQUEST FOR TENDERS

DOCUMENT NO. T-44-08

DEMOLITION, REMOVAL AND RECONSTRUCTION OF THE BONNERWORTH PARK WASHROOM FACILITY

MANDATORY

SITE MEETING:

September 4, 2008 at 1:00 p.m. at Bonnerworth Park, 560 McDonnell Street, Peterborough, Ontario (See Section 2.0 for details)

DRAWINGS:

Drawings are not included in the tender document. They may be obtained, free of charge – see Section 1.1 for details

CLOSING DATE:

September 18, 2008 at 3:00 pm

BID DEPOSIT:

10% of Total Contract Price in an Envelope
Separate from the Tender Submission
(See Section 6.1 for details)

SUBMITTED BY:

(Insert Company Name)

SUBMIT TO:

Corporate Services
City Hall, 500 George Street North
Peterborough, Ontario, K9H 3R9
Attn: Brian W. Horton,
Senior Director of Corporate Services

*Note: When a Bidder downloads the document from the City's website, they **must provide the City of Peterborough Corporate Services with company information**, including fax number to be advised of addenda when issued or further information, and to be placed on the Bidder's list (Information should be provided to blawler@peterborough.ca).*

1.0 INTRODUCTION AND INTENT

The City of Peterborough (City) appreciates your interest in this Tender.

This request for Tenders is for the demolition, removal and reconstruction of the Bonnerworth Park washroom building.

1.1 Drawings

Full sized drawings are not included in the tender document and must be obtained either in person at City of Peterborough, City Hall, Corporate Services, 500 George St., North, Peterborough or by contacting Bernadette Lawler of Corporate Services at (705) 742-7770 Ext. 1860, to arrange for mailing. There is no charge for the drawings.

Drawings include:

A1 (Architectural) – Foundation Plan, Floor Plan, Roof Plan and Door Schedule

A2 (Architectural) – Site Plan, Washroom Details, Reflected Ceiling Plan, Plumbing Layout

A3 (Architectural) – Elevations, Sections, Details

M1 and M1 part 2 (Mechanical) – Floor Plans and Details

E1 (Electrical) – Plan Layouts, Schedules and Single Line Diagram

E2 (Electrical) – Diagrams and Specification

2.0 MANDATORY SITE MEETING

A mandatory site meeting will be held on **Thursday, September 4, 2008 at 1:00 p.m.** at the Bonnerworth Park site, 560 McDonnell Street, Peterborough Ontario.

Attendance is mandatory as all of the contact people listed above will be available to answer any questions the Bidders may have. Submissions from Bidders who do not attend this meeting will not be considered.

3.0 CLOSING TIME AND DATE

Sealed bids will be received by the City of Peterborough, Corporate Services, Main Floor City Hall, 500 George Street North, Peterborough, Ontario, not later than **3:00 pm on Thursday, September 18, 2008**.

Time registered on the City Hall digital phone system will be considered the official time of day when determining exact time of submission. Tenders received even a few seconds passed 3:00 pm will be considered late. Late tenders will be returned unopened.

4.0 TENDER OPENING AND RESULTS

All bids received on time will be opened in public at **3:15 pm on Thursday, September 18, 2008** at City Hall, 500 George Street North, Peterborough. The names of Bidders who have submitted a bid will be identified at the opening and the prices submitted will be disclosed.

A list of the bids received will be available in the "Bid Record Book" located in Corporate Services and on the City website at www.peterborough.ca/business/tenders.htm.

Bidders may also contact Corporate Services at 705-742-7777, Extension 1860 after the opening to obtain a list of Bidders who have submitted a bid.

Bidders will not be notified in writing of the tender results.

5.0 CONTACT PERSONS FOR THE TENDER

Bidders may contact Mary Gallop, Manager Facilities and Special Projects, in writing at mgallop@peterborough.ca, with questions related to the technical or design-specific details of the Tender. **(Note: Not available August 18-29, 2008)**

Questions related to the tendering process itself should be addressed to Bernadette Lawler of Corporate Services by email to blawler@peterborough.ca. **(Note: Not available August 18-22, 2008)**

Unless otherwise indicated, the tender form is available on the City website at www.peterborough.ca/business/tenders.htm or from Corporate Services by contacting 705-742-7777 Extension 1860.

Any questions, requests for information, or comments on this tender should be addressed no later than **4:30 pm on Thursday, September 11, 2008**. Responses will be provided in an addendum and will be forwarded to all Bidders.

In accordance with Section 10 (7) of the City's Purchasing Policy By-law 06-175, City employees, other than the employees who are the official contact persons identified in the Bid Solicitation document, and City Council members, are prohibited from discussing any aspect of a Bid Solicitation process with a prospective supplier from the time the Bid Solicitation document is first issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Bidders are cautioned therefore, to deal exclusively with the two City designated contact persons referenced in **Section 5.0**.

6.0 GENERAL REQUIREMENTS

6.1 Bid Deposit

The Bidder shall enclose a certified cheque, or irrevocable letter of credit or bid bond in the amount of at least ten per cent (10%) of the Total Contract Price (**excluding taxes**) tendered, payable to The Corporation of the City of Peterborough (hereinafter referred to as the "Bid Deposit").

To ensure the 10% of tendered price requirement has been met, the tender deposit calculation should be extended to 3 decimal points and the cheque amount should then be rounded up to the next highest cent. As an example, a tender deposit of 10% on a tendered price of \$945,657.23 would be \$94,565.723 which when rounded up to the next highest cent would be \$94,565.73.

Separate Sealed Envelope

The bid deposit **must be** submitted in a separate bid security envelope, and **not enclosed** inside the sealed tender submission envelope. If the tender deposit is not submitted in a separate sealed envelope on the outside of the main tender submission, the tender will be returned unopened.

Failure to Provide

Failure to provide any bid deposit will render the tender bid null and void. The tender bid, in such cases, shall **not** be accepted by the City, and shall not qualify as a tender bid.

Perfecting the Bid Deposit

Failure to provide a tender deposit in the proper **form** or **quantum** may, in the discretion of the City, render the tender bid null and void. The City, however, reserves the right to have a Bidder **perfect** the "bid deposit" in proper form or quantum at the City's option within two working days after the City has notified the Bidder in writing of the need to perfect the bid deposit. The Bidder can then perfect

the bid deposit provided that:

- a. the bid deposit is then in proper form; **and**
- b. the bid deposit then provided is in an amount representing at least twenty percent (20%) of the bid tendered.

Purpose of Bid Deposit

Through the bid deposit, the Bidder acknowledges that:

- a. The tender has been submitted in good faith, and with no collusion with any other Bidder;
- b. The tender is genuine and accurate;
- c. The Corporation of the City of Peterborough can rely on the representations in the tender; and
- d. The Bidder shall fulfil all requirements of the tender if the City accepts it.

The City shall not pay interest on the bid deposit.

Unless the tender has been withdrawn in writing by the Bidder prior to the time set for opening the tenders, the bid deposit shall be forfeited to the City in the event that the City notifies the Bidder that his tender has been accepted, and:

- a. The Bidder fails to execute a contract within fourteen (14) days of such notice; or
- b. The Bidder notifies the City, in writing, that he is not prepared to enter into a contract.

The bid deposit of a successful Bidder, will be returned after all documents are completed to the satisfaction of the City, and in particular:

- a. The successful Bidder has executed the Agreement (if required in the Tender) with the City;
- b. The successful Bidder has provided all bonding (if required in the Tender) in accordance with the tender document.

The bid deposit provided by each unsuccessful Bidder shall be returned to the Bidders within ten (10) working days from the date of entering into a contract with the successful Bidder.

All Bidders acknowledge the length of time between the tender closing date and the time bid deposits can be returned may be substantial.

The Bidder acknowledges that any forfeiture of the bid deposit does not relieve the Bidder of its liability to pay damages sustained by the City arising from failure by the Bidder to enter into a contract with the City.

If for whatever reason, the City decides not to accept any of the tender bids submitted, all bid deposits will be returned.

6.2 Tender Addenda

It may be necessary for a variety of reasons to issue addenda, which may include, but not be limited to:

- i) correction to the tender documents and related forms;
- ii) to extend closing dates for tenders;
- iii) clarification of parts of the tender documents;
- iv) responses to specific questions asked by one Bidder that the Senior Director of Corporate Services (or his designate) feels should be made available to all Bidders;
- v) retraction or cancellation of the tender.

All addenda issued to Bidders who have received tender documents will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addendum via fax, or mail (if the Bidder does not have a fax available.)

The addendum will be faxed if the addendum material is suitable for faxing and the Bidder has provided the company's fax machine number.

If the addendum is too lengthy to be sent via fax, or if the company does not have a fax machine, the addendum material will be sent via regular mail, courier, or hand delivered depending on addendum issue date relative to the closing date of the tender.

Addenda will be faxed or mailed to the latest fax/address as provided by the Bidder. It is the Bidder's responsibility to notify Corporate Services of any changes to their fax number or mailing address.

If a Bidder does not reflect the proper number of addenda issued on the tender documents submitted, the tender may be rejected.

Although the City will make every reasonable effort to ensure a Bidder receives all addenda issued, it is the Bidder's ultimate responsibility to ensure all addenda has been received.

When a Bidder downloads the tender document from the City's website, they must provide the City of Peterborough Corporate Services with company information, including fax number to be advised of addenda when issued or further information, and to be placed on the Bidder's list (Information should be provided to blawler@city.peterborough.ca).

All addenda will be posted on the City's web page at www.peterborough.ca/tenders/business/htm – T-44-08 and Bidders should refer to the Homepage before submitting to ensure they are aware of all addenda.

6.3 Agreement To Bond

Each tender must be accompanied by the Agreement to Bond, either on the Bidder's bonding company's form, or on the sample form (See **Attachment 1**), or 100% of the amount of the tender in acceptable collateral.

6.4 Performance and Materials and Labour Bonds

When the contract agreement is signed, the successful Bidder must furnish a Performance Bond issued by the Bonding company for 100% of the amount of the Tender, or 100% of the amount of the Tender in cash or acceptable collateral; and a Labour and Materials Payment Bond issued by the bonding company for 100% of the amount of the Tender, or 100% of the amount of the Tender in cash or acceptable collateral. The contract Performance Bonds must provide for a one (1) year guarantee of materials and workmanship from the date of substantial performance of the contract.

6.5 Payments, Holdbacks

Upon completion of all work covered by the contract to the satisfaction of the City, the successful Bidder shall be paid a sum equal to ninety percent (90%) of the contract price.

The remaining ten percent (10%) of the contract price shall be paid when the successful Bidder has satisfied the City that all bills for wages and materials and all other liabilities in connection with the contract have been met. Forty-five (45) days following notification the successful Bidder shall be paid in full the remaining ten percent (10%) subject to no outstanding claims against the work.

6.6 Insurance and Performance Bonds

The successful Bidder shall procure and maintain Comprehensive General Liability Insurance in accordance with this section. The successful Bidder shall file with the City, together with the signed contract documents, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance, together with a certificate of Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of this contract. Insurance coverage shall be obtained from a company satisfactory to the City.

The successful Bidder's policies of insurance shall cover himself and shall name the City of Peterborough as one of the insured parties. All insurance shall remain in effect for the periods indicated in this contract.

The Comprehensive General Liability Insurance shall:

- a) have a limit of liability of not less than \$2,000,000 inclusive for any one occurrence;
- b) include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the successful Bidder;
- c) be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City;
- d) name the City, including its' officers, employees and volunteers while performing their duties on behalf of the City, as one of the insured parties;
- e) contain a cross-liability clause.

All premiums and expense incurred with the insurance shall be paid for by the successful Bidder.

The successful Bidder will be required to submit to the City a performance bond or some other acceptable form of security (such as an Irrevocable Letter of Credit) in the amount of 100% of the value of the contract. Insurance bonds and performance bonds shall be obtained from a company satisfactory to the City.

7.0 GENERAL TERMS AND CONDITIONS

7.1 Freedom Of Information Act

The Bidder hereby consents to the disclosure of the information contained in this tender submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M. 56 (MFIPPA). If a Bidder considers any part of the tender submission proprietary, the Bidder shall clearly mark such page or section of the submission as confidential.

This procedure will not automatically protect the submission from release, but will assist the City in making a determination on release if a request is made. Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of submitting Bidders, as well as the successful bid amount, may be available to the public on the City website as part of the award process.

The MFIPPA Coordinator for the City is the City Clerk. Any questions regarding the MFIPPA may be directed to the City Clerk at 742-7777, Extension 1818.

7.2 Employees

In the performance of this contract, the successful Bidder shall be an independent contractor. Neither the successful Bidder nor any of their employees shall be deemed to be employees of the City.

7.3 Confidentiality

The Bidder recognizes that it will, by the nature of the goods and services being provided to the City, have access to confidential information. It is understood and agreed that the Bidder, its employees, agents, representatives and officers, (the "Bidder") shall hold all information, whether confidential or not, in the strictest confidence. The Bidder shall not disclose, nor permit by any act or failure to act the disclosure of, any information to any third party at any time during or after the term of its contract with the City. Nor will the Bidder use any information however obtained as a result of performing duties for the City for its own commercial, financial, or personal advantage. The Bidder also acknowledges that it may be held both criminally and civilly responsible for any breach of confidentiality.

7.4 Claims Or Litigation

The City reserves the right not to accept a tender from any person or corporation who, or which has a claim or instituted a legal proceeding against the City or against whom the City has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

7.5 Sub-Contractors

No subcontracting of any part of the contract shall be permitted without the authorization of the City. Where subcontracting is approved by the City, the successful Bidder shall be held fully responsible to the City for the acts and omissions of his sub-contractors and of persons directly or indirectly employed by them, and for the acts and omissions of persons directly employed by him.

7.6 Pricing and Taxes

Bidder must complete the **Pricing And Completion Schedule – Appendix B**, attached.

Prices shall remain firm for a period of 90 days from the date of tender closing.

All Bidders are required to provide their G.S.T. Vendor identification number with their tender submission.

All Bidders operating as a Small Trader with the Federal Government must advise the City of Peterborough on this tender document.

7.7 Accept/Reject

The City reserves the right to accept or reject any or all tenders.

The lowest cost tender will not necessarily be accepted.

Revised tenders will not be called for, if only minor changes are contemplated.

In the event that a favourable tender does not exactly meet with the City's requirements, the City reserves the right to enter into negotiations with the Bidders to arrive at a mutually satisfactory arrangement with respect to any modifications to the tender.

7.8 Causes for Rejection

The following represent circumstances that would result in Bids being rejected:

- Bids received late;
- Correct version of Tender form not used;
- Bids not complete, except where the Tender document clearly states that an Award may be made for individual items;
- Bids not legible in whole or in part;
- Bids not completed in ink or type;
- Bids not signed;
- Bids that have been qualified, unless permitted in the Tender document form;
- Bid Deposit and/or Agreement to Bond is not included;
- "Agreement to Terms and Conditions", when required, is not executed or included with the Bid;
- Other mandatory forms or details required and clearly shown in the Tender document as being required upon submission of a Bid are omitted;
- Bids received where a pre-qualification process or meeting is mandatory and has not been met by the Bidder.

The following represent circumstances where Bids are questioned but may be accepted after examination or correction:

- Bids containing simple arithmetic errors as determined during evaluation process (generally unit prices shall govern the basis of the calculation);
- Bid deposits not in proper form or quantum;
- Bids not acknowledging correct number of addenda issued.

7.9 Execute Contract

The successful Bidder will be required to enter into contract with the City and will be required to execute the Contract, furnish the Bond duly executed with a satisfactory Guarantee Surety Company and furnish the necessary proof of insurance policies **within fourteen (14) days** not including Sunday, or a legal holiday, from the date of mailing of the notice from the City to the successful Bidder according to the address given by him, that the Contract is ready for signature.

7.10 Cancellation of Contract

The City reserves the right to cancel the contract if the goods or services are unsatisfactory, if delivery requirements are not met or if invoice amounts do not match with the quoted prices. The City may also cancel the contract without cause by means of a 30-day advance written notice.

7.11 Changes to Work When Contract Underway

No deviation from the specifications shall be made by the successful Bidder in the execution of the work, without written approval of the City.

The City will not pay the successful Bidder any amounts over and above the tendered bid unless the City and the successful Bidder agree to a price change as the result of changes in the work required before the additional work is undertaken.

The successful Bidder shall furnish a complete breakdown of any costs beyond the tendered amount to support the additional amount.

7.12 Rights of the City

The City will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

7.13 City's Right To Terminate Contract Under Certain Conditions

If the successful Bidder is adjudged a bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should except in case of any event beyond his reasonable control, refuse or fail to supply enough properly skilled workmen or proper materials or equipment, after having received seven days notice in writing from the City to supply additional workmen, or materials, or equipment; or persistently disregard laws, ordinances, or instructions of the City, or otherwise be guilty of a substantial violation of the provisions of the contract, then the City, upon notification to the successful Bidder that sufficient cause exists to justify such action, may without prejudice to any right or remedy, by giving the successful Bidder seven (7) days written notice, terminate the contract of the successful Bidder, and finish the work by whatever method is considered expedient, but without undue delay.

In such case, the successful Bidder shall not be entitled to receive any further payment until all work is finished. If the outstanding balance due on the contract price shall exceed the expense of finishing the work, including compensation to the City for its additional services, such excess shall be paid to the successful Bidder. If such expense shall exceed unpaid balance, the successful Bidder shall pay the difference to the City. The expenses incurred by the City through the successful Bidder's default, shall be determined by the City.

7.14 The Occupational Health and Safety Act

The successful Bidder shall comply with all conditions and regulations of the Occupational Health and Safety Act 1978 and Regulations for construction projects and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of his work on this contract.

Prior to the commencement of any work and throughout the course of such work, the successful Bidder shall provide satisfactory evidence that the successful Bidder has proper coverage with the Workplace Safety and Insurance Board.

7.15 Indemnification

The successful Bidder will always indemnify and save harmless the City, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by the City, its agents or employees, by reason of the errors or omissions of the successful Bidder, in regard to this tender or any contract which results there from, including any charges arising as a result of any health and safety violation on the part of the successful Bidder.

The successful Bidder hereby grants to the City full power and authority to settle any action, suit, claim or demand on such terms as the City may deem advisable, and hereby covenants and agrees to pay the City on demand all monies paid by the City pursuant to any such settlement, together with the reasonable costs of the City or its solicitor in defending or settling any such action, suit, claim or demand.

7.16 Loss And Damage

The City will not in any manner be answerable or accountable for any loss or damage by fire or otherwise that shall or may happen to the said work, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the work or for any injury to any person or persons, either workers or the public, or for any damage to the adjoining property, the successful Bidder will properly guard and make good all damage which may arise or be occasioned by any cause connected with the contract, or the work done by the successful Bidder, and will indemnify and keep indemnified the said City against the same, until the completion of all work required

7.17 Protection of Work and Property

The successful Bidder shall be held responsible by the Corporation for all damage caused by himself, his employees, or any sub agents, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the work, through any other cause relating to the work carried out under this contract. Additionally, the successful Bidder will be required to make good all such damage at his own expense to the satisfaction of both the owner and the City.

The successful Bidder shall be fully responsible for ALL accidents arising by reason of execution or non-execution, or non-repairs of the said works, or by reason of any failure to comply with the requirements of this clause and shall fully indemnify the City in respect thereof.

The successful Bidder shall conduct the work at all times, with the safety of employees on the job and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and all Government requirements applying to the work.

7.18 Construction Lien Act

The successful Bidder shall not suffer or permit any lien under the Construction Lien Act or any like statute to be filed or registered against the lands, or any fixtures or improvements on the lands, by reason of work, labour, services or materials supplied or claimed to have been supplied to the successful Bidder or anyone holding any interest in any part thereof through or under the successful Bidder. If any such lien shall at any time be filed or registered, the successful Bidder shall procure registration of its discharge within 20 days after the lien has come to the notice or knowledge of the successful Bidder; PROVIDED however, that should the successful Bidder desire to contest in good faith the amount or validity of any lien and shall have so notified the City, and if the successful Bidder shall have deposited with the City or with the trustee, or paid into Court to the credit of any lien action, the amount of the lien claimed plus a reasonable amount for costs, then the successful Bidder may defer payment of such lien claim for a period of time sufficient to enable the successful Bidder to contest the claim with due diligence, provided always that neither the lands nor the building nor any part thereof, shall thereby become liable to forfeiture or sale.

The City may, but shall not be obliged to, discharge any lien filed or registered at any time if in the City's judgment the lands or the building or any part thereof or the successful Bidder's interest therein becomes liable to any forfeiture or sale or is otherwise in jeopardy, and any amount paid by the City in so doing, together with all reasonable costs and expenses of the City, shall be reimbursed to the City by the successful Bidder on demand together with interest at the rate of 12 percent per annum from the date incurred until paid. Nothing contained herein shall authorize the successful Bidder, or imply any consent or agreement on the part of the City, to subject the City's estate and interest in the lands and building to any lien.

7.19 Storage of Equipment, Materials, Disposal of Materials and Cleaning Up

The successful Bidder shall confine his apparatus, the storage and disposal of materials, and the operation of the workmen to limits indicated by law, ordinance, permits, or directions of the **Manager of Facilities and Special Projects** of the City of Peterborough, and shall not unreasonably encumber other areas with materials or other apparatus. The successful Bidder shall provide or arrange for all necessary storage and disposal facilities of equipment and materials required while carrying out the terms of the contract the contract.

Upon completion of the work at each location, the successful Bidder shall remove

from the premises all surplus materials and all debris resulting from the operations and leave the site clean. The successful Bidder is responsible for restoration of all damaged sod or other landscape plants or materials.

7.20 Permits, Fees and Certificates

The successful Bidder shall apply for, obtain and pay for all permits and inspections required for the work hereinafter specified, including but not limited to a demolition permit and a building permit, and provide the City with all certificates necessary as evidence that the work installed conforms to the law and regulations of all authorities having jurisdiction. The successful Bidder shall provide to the City copies of all plans as may be required to comply with regulations, including "Confirmation of Arrangements for Service Disconnections and Notifications".

7.21 Safety

The successful Bidder shall acknowledge and agree to fully comply with all relevant health and safety statutes regulations and the City of Peterborough policies and practices.

7.22 Compliance

The successful Bidder agrees to obey all Government, Municipal and Underwriters regulations etcetera and perform all work in accordance with the requirements of By-Laws in force in the area where the work is to be carried out.

7.23 Guarantee

The successful Bidder shall furnish to the City of Peterborough a written guarantee covering all materials and workmanship for a minimum of one year, from date of final acceptance of the entire contract.

The successful Bidder shall furnish proof that he is able to provide service, should it be required, during and/or after the warranty period on a 'same day' basis.

7.24 Cleaning Up

Upon completion of the work at the site, the successful Bidder shall remove from the premises all surplus materials and all debris resulting from the operations and leave the site clean. The successful Bidder is responsible for restoration of all damaged sod or other landscape plants or materials.

7.25 Deviation

No deviation from the specifications shall be made by the successful Bidder in the execution of the work, without written approval of the City.

7.26 Workmanship

All of the aforementioned work shall be undertaken and completed by experienced tradesmen and in conformance and up to the minimum acceptance standards of all relevant codes and regulations.

7.27 Tipping Fees

The tendered price shall be **inclusive** of all City tipping fees that may be necessary to complete the work as specified in this document.

In the event that materials are to be deposited at the City landfill site, the successful Bidder shall be required to use “**roll-off**” type containers. In the event that earth fill or other aggregates are taken to the landfill site, dump trucks may be used.

7.28 Responsibility

Nothing contained herein shall be construed as relieving the successful Bidder from making good and perfect in all the usual details of construction, and he will be held responsible to provide all materials, to do all work and to bear all expense incidental to the satisfactory completion of the work embraced in these specifications.

7.29 Availability Of Premises For Completion Of Work

The successful Bidder shall schedule the work with the **Manager of Facilities and Special Projects**. Normal work operations at the sites must not be disrupted.

7.30 Quality Of Work

The successful Bidder shall execute the whole of his work with every possible dispatch and in a substantial and workmanlike manner.

7.31 Payment And Productivity

Without prejudice to any other remedy herein contained, should the successful Bidder fail to perform or complete work allotted to them in a manner satisfactory to the City, or should the quality or volume of work performed by the successful Bidder within any period be adjudged inadequate or insufficient in the opinion of the City, the City is hereby empowered to make such deductions from the payment to the successful Bidder in order to compensate the City from any such inadequacy or failure on the part of the successful Bidder, and/or suspend the work and/or terminate the contract forthwith.

Invoices shall be submitted on a monthly basis throughout the duration of the contract. Invoices shall be accompanied by a statement of work accomplished.

7.32 Public Relations

Under no circumstances shall the successful Bidder or employees enter upon, or allow its equipment to enter upon private property without first obtaining approval from the respective property owner.

The successful Bidder and employees shall conduct themselves in a manner conducive to the maintenance of good public relations for the City.

If, during the performance of the work, the successful Bidder or employees receive complaints or enquiries to which the successful Bidder or employees are not qualified to respond, the name of the complainant or the person making the enquiry shall be recorded along with their address and telephone number. A report of the incident is to be made to the **Manager of Facilities and Special Projects**.

7.33 Cancellation Of Operations

The **Manager of Facilities and Special Projects** shall have the right to suspend the work if in his opinion the terms of the contract are not being met or there is not a sufficient quantity of suitable labour or equipment on the site to carry out the work properly. The successful Bidder shall not be compensated for any such suspension of work.

8.0 TENDER DETAILS

8.1 Background

The Bonnerworth washroom facility supports the activity of two (2) baseball fields, four (4) public tennis courts and the West 49 Skateboard Park. The facility has deteriorated to the point that it requires replacement.

This project requires a Bidder to demolish, and remove the existing facility, and construct a new public washroom facility for the park users.

8.2 Project Specifications

Section 01000 General Requirements

1. All construction is to conform to the Ontario Building Code, Ontario Plumbing Code, Ontario Electrical Safety Code, the Occupational Health and Safety Act and the requirements of all local Public Utilities and authorities having jurisdiction.
2. Review and report any discrepancies in the drawings and specifications to the architect.
3. Provide and pay for building permit. Locate and protect all existing services.
4. Remove waste material and debris from site in accordance with local authorities having jurisdiction.
5. All materials used in the construction are to be new, not damaged or

- defective and of best quality. Defective products will be rejected and are to be replaced at the contractor's expense.
6. All products are to be installed in accordance with the manufacturer's recommended procedures.
 7. Allowances to be included in the contract price:

Section 08000 Door Hardware: \$2,500 for supply only. Installation is included in the contract price.

Section 10000 Washroom Accessories: \$2,000 for the supply only. Installation is included in the contract price.

Section 02000 Site work – Demolition

1. Protect existing water, sewer and electrical services.
2. Prepare electrical associated with the lighting for the tennis courts for relocation to the new building.
3. Demolish the existing washroom building including slab and foundations.
4. Separate waste for recycling.
5. Remove waste off site and dispose of in accordance with City of Peterborough requirements.

Section 02000 Site work – Excavation and Backfill

1. Trees, landscape rocks and topsoil where the new building is to be located will be removed prior to the commencement of the work by others.
2. Protect landscape features as directed at the mandatory site meeting. Excavate for foundations as indicated.
Remove any organic material within the building perimeter.
Dispose of any surplus or unsuitable material off-site.
Do not obstruct the flow of surface drainage.
Earth bottoms of excavations are to be undisturbed soil, free from loose, soft or organic matter, water or frost.
Notify **Manager Facilities and Special Projects**, or designate, when the bottom of the excavation is reached for review by Geotechnical consultant.
Remove unsuitable material from excavation bottom as directed.
3. Correct for unauthorized over-excavation as follows:
Fill under bearing surfaces and footings: concrete as specified for footings.
Fill under other areas: Granular 'B' fill compacted to 98% SPD.
4. Backfill within building perimeter to the underside of the base course for the concrete slab floor with Granular 'B' fill, installed in 6" lifts and compacted to 100% SPD.
The base course for the slab on grade is to be 6" Granular 'A' fill compacted to 100% SPD.

5. Backfill under concrete walks to the underside of the base course with Granular 'B' fill, installed in 6" lifts and compacted to 100% SPD. The base course for the slab on grade is to be 6" Granular 'A' fill compacted to 100% SPD.
6. Excavation and backfill for water line in accordance with Section 15000.
7. Excavation and backfill for electrical service in accordance with Section 16000.

Section 02000 Site work – Site Grading

1. Grade site adjacent the building to drain away from the building at a slope of 2% minimum and as generally indicated on the drawings.
2. Clean and reinstate all areas disturbed during construction. Depth of topsoil is to match existing conditions.
3. Install sod as indicated.

Section 03000 Concrete

1. Concrete for footings: compressive strength of 20 MPa after 28 days, 6-8% entrained air.
Concrete for slab on grade and concrete walks: Exposure class 'C', compressive strength of 30 MPa after 28 days, c/w colour admixture.
2. Reinforcing Steel shall meet the requirements of CSA G30.12M with a minimum yield point of 400MPa.

Section 04000 Masonry

1. Foundation Walls: Plain Concrete Masonry Units
Foundation walls: H/20/A, square units for piers and corners.
2. Interior Walls above Grade: Plain and Bullnose, Coloured Concrete Blocks, sizes as indicated.
3. Exterior Walls above Grade: Full Face Split Coloured, Concrete Blocks, sizes as indicated.
4. Pre-cast Concrete Sill: Continuous sill in longest practical lengths Vertical Face 4"; Depth 5 ½"; c/w continuous cast-in drip.
5. Mortar
Foundation Walls: Type 'N'
Plain Block Walls above Grade: Type 'N' with full load colour admixture.
Exterior Walls Above Grade, Type 'N' with full load colour admixture.

Section 06000 Wood and Plastic

Framing Carpentry

1. Wood materials and framing are to be in accordance with OBC Section 9.29 except as follows:
Roof sheathing: 5/8" tongue and groove sheathing grade spruce plywood.

Finish Carpentry

1. **Ceiling:**
Ceiling Panels 5/8" exterior grade, good one side douglas fir plywood.
Ceiling Battens: 1 x 3 nominal clear pine.
2. **Vanities**
Plastic laminate on 3/4" particleboard as detailed.

Section 07000 Thermal and Moisture Protection

1. **Caulking:**
Joint between door frame/masonry: acrylic, colour to future selection.
Joint at countertop/wall and washroom countertop/wall: silicone, colour: white
Joint between washroom fixtures and floor or wall: silicone, colour: white
2. **Roofing**
Underlayment (Over complete roof surface):
Self adhesive, self-sealing SBS modified bitumen membrane with polypropylene grid on top face, as recommended by roofing manufacturer.
Install in accordance with manufacturer's printed instructions.

Roofing - Prefinished Metal Standing Seam Roofing:
Vicwest Tradition 150-400. (400 mm wide roof panels with 38 mm T-Style standing seam)

Colour: to be selected from the manufacturer's full colour range.
Accessories: Upstands, fasteners, venting ridge cap, hip caps, closures, and fascia: by roofing supplier for complete system.
Install in accordance with manufacturer's printed instructions.
3. **Metal Flashing and Trim**
Fascia: 26 gauge prefinished steel, colour to be selected from manufacturer's full colour range.
Soffit: 3/4" galvanized corrugated steel: Vicwest or equal.

Section 08000 Doors and Windows

1. Confirm opening widths and heights on site.
2. **Door Schedule**
Metal Doors: D-16 Series as manufactured by S.W. Fleming or approved equal.
Steel Frames F-16 Series welded frames as manufactured by S.W. Fleming or approved equal.
Door 101:
Insulated steel door and steel frame 3'-0" x 7'-0" x 1-3/4".
Hardware: Storeroom function lever lockset equal to Sergeant 7-line, 1-1/2 pair butt hinges, deadlock keyed outside and thumbturn release inside, closer, stainless kick plates each side, threshold, weatherstrip, sweep, floor stop.

Door 102, 103:

Insulated steel door and steel frame 3'-0" x 7'-0" x 1-3/4".

Hardware: push pull operation including 1-1/2 pair butt hinges, deadlock keyed in and out, closer, stainless steel push plates each side, D pull outside, stainless steel kick plates each side, sign with male or female barrier free graphic.

Door 104:

Pair of Steel doors and steel frame 6'-0" x 7'-0" x 1-3/4".

Hardware: 1-1/2 pair butt hinges per door, flush bolts top and bottom on left door, deadlock with pull on right door, astragal on exterior of right door.

3. Steel Window frames: F-16 series welded frames, c/w security grilles, and screens and plywood shutters as indicated.
4. Include an allowance of \$2,500 in the tendered bid for the supply of door hardware, installation is to be included in the contract price.
5. Mirrors: 6 mm c/w polished edges, install in full bed of adhesive and with stainless steel edge clips.

Section 09000 Finishes

1. Paint: Premium paint as manufactured by Benjamin Moore, Pittsburgh, Para or approved equal.

Interior Painting

Interior Concrete Block walls: one coat latex primer, three coats semi-gloss latex enamel.

Acceptable Product: Benjamin Moore Regal Aquaglo or approved equal.

Interior and Exterior Wood Ceilings and Soffits: Sikkens Cetol 123; one coat of Cetol 1 followed by two coats Cetol 23.

Interior and Exterior doors, doorframes, window frames, shutters: 1 coat galvanized steel primer plus two coats high-gloss alkyd enamel.

Acceptable Products: Moore Ironclad Galv. Metal Primer + Impervo Enamel or approved equal.

Prepare surfaces and apply paint in accordance with paint manufacturer's recommended procedures.

Section 10000 Manufactured Specialties

1. Toilet Partitions: Headrail braced design, doors panels and partitions constructed of two faces panels of 22 gauge galvanized steel over a honeycomb core with formed welded edges.
Hardware: Gravity hinges, combined coat hook and bumper and concealed latch, panel and pilaster brackets: chrome plated zinc die-cast fittings.
Finishes: Baked powder coat. Colour to be selected from manufacturer's standard colour range.
2. Washroom Accessories: Include an allowance of \$2,000 in the tendered bid for the provision of washroom accessories. Installation is to be included in the contract price.
Accessories include grab bars, toilet paper holders, waste disposal units, sanitary napkin disposal units, coat hooks and baby change stations.

Section 15000 Mechanical Systems

1. Plumbing

All plumbing is to be performed in compliance with Part 7 Ontario Building Code.

All new water piping is to be copper. Drains and vents are to be DWV ABS or PVC.

The potable hot and cold water piping and the sanitary distribution system shall be installed so that the complete system can be drained or blown out with compressed air for seasonal shut-down.

2. Plumbing Service

Water: Excavate, pull back and relocate existing 1" diameter plastic water service to new building. Provide transition to copper within building. Plastic/copper connection is to be accessible in the final installation.

Bed underground piping in 12" clean sand below and above the pipe. The remainder of the backfill is to be with native material to the underside of the topsoil except in the building area. Reinstall topsoil and landscaping.

Sewer: Connect a new 4" diameter PVC sewer to the existing sanitary service which is located under the existing building, in accordance with the requirements of the OBC and City of Peterborough Public Works Division. Bed underground piping in 12" clean sand below and above the pipe. Provide cleanouts in accordance with the OBC and Public Works requirements.

3. Plumbing Fixtures

Floor drains: Zurn #ZN-211-B-P with cast iron body, 1/2" thick x 5" diameter nickel bronze strainer and grate, trap primer. Alternates Ancon, Enpoco.

Interior Wall Hydrant: Watts Series SC-3 1/2" lawn faucet with cast iron hand wheel, c/w vacuum breaker.

Back-Flow Preventer: Watts #007M1QT, for 1" pipe.

Hose Bibs: Emco #10741.

Trap Seal Primer: Zurn #Z-1022A with bronze body, 5/8" sweat connections for water supply and 5/8" female IPS outlet connection to drain. Connect to nearest plumbing fixture water supply. Alternates: Ancon, Enpoco.

Pipeline Shock Absorbers: Zurn Series Z-1700 Shoktrol with 18-8 stainless steel construction, air-chased bellows and threaded male outlets.

Cleanouts: Zurn ZN-1502, with bolted cleanout cover plug, nickel bronze frame, round full opening nickel bronze access cover. extended ferrule, neoprene gaskets and vandal proof screws. Alternates: Ancon Enpoco.

Water Closets: American Standard Cadet Elongated, Model Number 2898-012, c/w anti-sweat tank, bolted top, c/w rigid supplies, open front solid plastic seat: Centoco 500CC, colour: white.

Water Closets for Barrier Free Stalls: American Standard Cadet Elongated, Model Number 2998-012, c/w anti-sweat tank, bolted top, open front solid plastic seat, with cover: Centoco 620, colour: white.

Urinal: American Standard 6501.010 Washbrook, Wall Hung, c/w Sloan 186-1-XL exposed flush valve, vacuum breaker, low consumption, NPS 3/4", low flush.

Lavatories: Counter mounted, Dunleavy Cordun Model L4704, 4"centres, c/w rigid supplies, c/w Symmons 5-60-G-H Scot metering/temperature selection, open grid waste, open grid strainer.

Hot Water Tank: Rheem Ruud Model #RR310T or equal, 30 imperial gallons with 2-1,500 watt 208/240/1/60 elements, c/w temperature and pressure relief valves and shut-off valves.

Section 16000 Electrical System

1. See electrical drawings (refer to **Section 1.1** for details).

8.3 Terms of Payment

Progress draws may be submitted, less 10% holdback. Final payment will be made within 45 days of final acceptance.

Final acceptance shall be deemed by the City of Peterborough when an inspection verifies that the specifications have been fulfilled, including satisfactory operation during the commissioning period.

9.0 SUBMISSION REQUIREMENTS

9.1 Acknowledgement

The Bidder must complete and submit **Appendix A – Acknowledgements**, including the confirmation of any addenda received.

9.2 Pricing and Completion Schedule

The Bidder must complete and submit **Appendix B – Pricing And Completion Schedule**.

9.3 Sub-Contractors

The Bidder shall complete and submit **Appendix C “List Of Sub-Contractors”** to be used while completing the required work. Once submitted, no name on this list shall be changed without written authorization from the City of Peterborough and the following list shall be deemed to be the successful Bidder's sub-contractors for this project. All sub-contractors shall be bound by the conditions of the Tender.

The successful Bidder shall be held fully responsible to the City for the acts and omissions of his/hers sub-contractors and of persons directly or indirectly employed by them, and for the acts and omissions of persons directly employed by him.

9.4 Experience and References

The Bidder shall complete and submit **Appendix D – “Experience and References”**, providing a minimum of three (3) references that can be contacted by City staff. Bidder must include details about the goods/services provided.

9.5 History of Company

The Bidder shall provide a brief history of the firm that includes:

- Length of time in business
- Number of employees broken down to full and part-time
- Current workload projected for the firm over the next year
- Contact name of the lead who will be managing this project and their past experience in similar roles.

This information should be attached to **Appendix D**.

9.6 Other Documents

- Bid deposit (**See Section 6.1**)
- Agreement To Bond (**see Section 6.3**)

10.0 **AWARD AND APPROVAL**

This tender will be awarded in whole (or in part) based on the following:

- Proper Completion of all tender forms and submission requirements
- Price (As a clarification, should all other evaluations appear equal, lowest Total Price shall govern award).

The award of this contract will be subject to the approval of Peterborough City Council. The decision of the City of Peterborough shall be final.

The successful Bidder shall not make any claims for additional costs or expenses due to delays in the commencement of work (or portions thereof) or cancellations of the project arising from the requirement of the above noted approvals.

11.0 **ERRORS AND OMISSIONS**

- 11.1** It is understood and agreed that this tender includes specific requirements and specifications. The City shall not be held liable for any errors or omissions in any part in this bid document.
- 11.2** Nothing in the tender document is intended to relieve the Bidder from forming their own opinions and considerations with respect to the matters addressed in the tender document.
- 11.3** There will be no consideration of any claim after submission of bids, that there is a misunderstanding with respect to the conditions imposed by the contract.

12.0 **SUBMISSION CHECKLIST**

- 12.1** Bid Deposit in separate sealed envelope, marked as indicated in **Section 6.1**
- 12.2** In envelope separate from the Bid Deposit envelope, one (1) “ORIGINAL” to include:
- Complete proposal document, including any addenda issued, with original signatures
 - Agreement To Bond
 - Originals of documentation to address requirements of **Section 9.0**, including:
 - Completed Appendix A – Acknowledgements
 - Completed Appendix B – Pricing And Completion Schedule
 - Completed Appendix C – List of Sub-Contractors
 - Completed Appendix D – Experience and References

12.2 Two (2) copies of:

- Documentation to address requirements of **Section 9.0**, including:
 - Completed Appendix A – Acknowledgements
 - Completed Appendix B – Pricing And Completion Schedule
 - Completed Appendix C – List of Sub-Contractors
 - Completed Appendix D – Experience and References

Attachment 1**SAMPLE OF AGREEMENT TO BOND****PERFORMANCE AND LABOUR AND MATERIALS PAYMENT**

FOR The City of Peterborough

We, the undersigned, hereby agree to become bound as surety for:

(Name of Bidder)

In a Performance Bond totaling One Hundred Percent (100%) of the Total Contract Price and in a Labour and Materials Payment Bond totaling One Hundred Percent (100%) of the Total Contract Price, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, if the Tender for:

Is accepted by the Corporation of the City of Peterborough.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for the above mentioned Bonds must be completed with the undersigned within ten (10) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

DATED this _____ day of _____ 2008.

Name of Bonding Company

BY:

Signature of Authorized Person
Signing for Company

Company Seal

Position

Appendix A

ACKNOWLEDGEMENTS

I/WE ACKNOWLEDGE that the matters stated in the said Tender are in all respects true.

I/WE ACKNOWLEDGE that I/We have carefully read the documents as per the Tender call, and have otherwise satisfied ourselves as to the conditions under which the demolition, removal and reconstruction of Bonnerworth Park washroom building is to be carried out and do hereby tender for and offer to enter into contract with the Corporation of the City of Peterborough for the demolition, removal and reconstruction of the Bonnerworth washroom building.

I/WE ACKNOWLEDGE and hereby agree to comply in all respects with the General Requirements, General Terms and Conditions and Specifications attached hereto, which terms and conditions are to be read with and form part of this Tender.

I/WE ACKNOWLEDGE that acceptance of this Tender and the issuance of a Purchase Order shall be considered a binding contract upon both parties. If specified at any time by the City, it is acknowledged and agreed that the terms and conditions and any representations made in reference to this Tender shall be incorporated in a contract to be executed by the parties once the City of Peterborough has formally accepted the Tender offer.

I/WE ACKNOWLEDGE that ____ addenda have been received and are attached to this submission and that it is the Bidder's ultimate responsibility to ensure all addenda issued have been received.

I/WE ACKNOWLEDGE and warrant that the price submitted shall be firm for a period of 90 days from the date of the tender closing.

Dated at _____ this _____ day of _____ 2008.

_____ Firm or Organization Name	_____ Signing Authority
_____ Street Address	_____ Signature
_____ City	_____ Telephone and Fax Number
_____ Postal Code	

Appendix B**PRICING AND COMPLETION SCHEDULE****PRICING:**

Submission Price (before taxes)	\$
P.S.T. (8%) if applicable	\$
G.S.T. (5%)	\$
TOTAL	\$

Lowest or any tender not necessarily accepted.

All Bidders are required to provide their G.S.T. Vendor's identification number with their tender submission. All Bidders operating as a "Small Trader" with the Federal Government must advise the City on this tender document.

GST Vendor I.D. # is _____

OR

Operates as a small trader with Federal Government _____

COMPLETION SCHEDULE:

The Contractor agrees to perform the work in compliance with the required completion schedule stated below:

COMPLETION SCHEDULE STATEMENT:

The Contractor agrees to

- a) Start first stage work within _____ days after award of contract, and
- b) Finish all work within _____ days after start date.

Dated at _____ this _____ day of _____ 2008.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Appendix C**LIST OF SUB-CONTRACTORS**

Each Bidder shall complete and submit a list of sub-contractors to be used while completing the required work.

CONTACT	SUB-CONTRACTOR
Name: Phone:	Company Name: Address: Years in business:
Name: Phone:	Company Name: Address: Years in business:
Name: Phone:	Company Name: Address: Years in business:
Name: Phone:	Company Name: Address: Years in business:

Appendix D**EXPERIENCE AND REFERENCES**

Company Name and Phone Number	Contact Person(s)	Type of Products and Services Provided