

T-1013-2024 - Accessibility ramp replacement and new elevator at 327 Kellett Street., Port Perry, ON

Opening Date: June 14, 2024 12:00 PM

Closing Date: July 9, 2024 2:00 PM

Schedule of Prices

Appendix C - Divisional pricing schedule

Line Item	Division number	Division title	Division total *
1	00 00 00	Procurement and Contracting Requirements	
2	01 00 00	General Requirements	
3	04 00 00	Masonry	
4	05 00 00	Metals	
5	07 00 00	Thermal and Moisture Protection	
6	08 00 00	Openings	
7	14 00 00	Conveying Equipment	
8	16 00 00	Electrical	
9	28 00 00	Fire Safety	
10	31 00 00	Earthwork	
11	32 00 00	Exterior Improvements	
Subtotal:			

Summary Table

Bid Form	Amount
Appendix C - Divisional pricing schedule	
Total:	

Rates must be provided in Canadian Funds, inclusive of all applicable duties and taxes except for H.S.T.

All prices bid must exclude H.S.T.

Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Agreement with The Regional Municipality of Durham

The Agreement between the successful bidder and The Regional Municipality of Durham will contain the terms below, in addition to other terms. The terms below are set out in order to specifically bring them to Bidders' attention at the submission stage, but they do not take precedence nor are they more important than any other contractual term applicable to the work.

Terms	Description	Confirmation *
Indemnity	<p>1. The Consultant / Company hereby acknowledge that the remuneration for the Services is provided for under the Consultant / Company Agreement.</p> <p>The Consultant / Company hereby acknowledges and agrees that it shall be solely responsible and liable to the Region for any breach of the confidentiality obligations herein by any person to whom access to the Confidential Information was provided.</p> <p>The Consultant/Company shall defend, indemnify and save harmless the Region and its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Consultant/Company, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Consultant/Company in accordance with this Contract, and shall survive this Contract.</p> <p>The Consultant / Company covenants and agrees that they will take any and all action and will do and provide the services herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer ("Compliance Requirements") and hereby indemnifies and holds harmless the Region from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the Region relating to any failure of the Consultant / Company, their employees, agents or contractors to comply with any Compliance Requirements.</p>	<input type="text" value="Select A Value"/>
Insurance Requirements	<p>2. The Contractor shall continuously maintain throughout the term of the Contract and pay for the following insurance coverage. Failure to provide the required insurance certificates within five (5) business days of the Region's written request and continuously maintain the required insurance coverage throughout the entire term of the Contract will constitute a default by the Contractor.</p> <ul style="list-style-type: none"> • Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all contracts for claims arising out of one occurrence, and, • Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, and, • Professional Liability (Errors and Omissions) in an amount of not less than two million dollars (\$2,000,000.00) per claim with an aggregate limit of four million dollars (\$4,000,000.00). • Contractors' Pollution (Environmental) Liability insurance not less five million dollars (\$5,000,000) per occurrence • "Broad form" Property Insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as insureds all Subcontractors. The "Broad form" property insurance shall have limits of not less than the sum of 1.1 times Contract Price and the full value, as stated in the Contract, of Products and design services that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. The "Broad form" property insurance shall be provided from the date of commencement of the Work until the earliest of: <ul style="list-style-type: none"> (1) 10 calendar days after the date of Ready-for-Takeover; (2) on the commencement of use or occupancy of any part or section of the Work unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the Work; and (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days. • Boiler and machinery insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as insureds all Subcontractors. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of Ready-for-Takeover. • Contractor's Equipment Floater: The contractor shall provide and maintain coverage on equipment used during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. <p>3. The Commercial General Liability policy shall include the Region of Durham, Township of Scugog and TAK Engineering Limited as additional insureds in respect of all operations performed by or on behalf of the Contractor in relation to the Agreement requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.</p> <p>4. If the Region requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Contractor shall endeavour forthwith to obtain such increased or special insurance at the Region's expense. It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Contractor until 30 days after written notice of such change or cancellations has been personally delivered to the Region.</p>	<input type="text" value="Select A Value"/>
Subcontracting	<p>5. Where allowed under 'Appendix D, Section D-2, Material Disclosures' of the bid document, all proposed subcontractors must possess the required qualifications, experience and valid licenses. The Region reserves the right in its sole discretion to terminate the Contract if any named subcontractor(s) is/are deemed to be unsuitable by the Region, do not possess a valid license or has/have an unsatisfactory health and safety record. Contractors using subcontractors shall be responsible for quality of work and restoration of substandard work performed by subcontractors.</p> <p>6. Prior to any sub-contractor commencing any work, the Contractor shall ensure that each sub-contractor hired by the Contractor carries the required amount of Insurance subject to the inclusive limits as noted in this Agreement.</p> <p>7. Throughout the Contract term, where requested by the Region, the Contractor shall provide proof of the required insurance from each sub-contractor. Each certificate of insurance is to be sent to the Region.</p>	<input type="text" value="Select A Value"/>
Termination and Default	<p>8. In the event of any breach of this Agreement, the Region may terminate for breach of contract or any portion thereof by providing notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall perform no further work other than those reasonably necessary to close out work. The Region shall not be liable to the Contractor for loss of anticipated profit, interest lost or any other damages or loss occasioned to the Contractor on the terminated portion(s) of the Contract.</p> <p>9. If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Region may, without notice, terminate the Contract.</p> <p>10. Although the Region reserves the right to terminate for breach of contract, the Region may elect to notify the Contractor of default in carrying out its part of any of the terms, conditions and obligations of the Contract. In such case, the Region may give notice in writing of the default in order for the Contractor to cure any defects. Upon expiration of ten (10) business days from the date of written notice to the Contractor, the Region may terminate the Contract.</p> <p>11. If the Region terminates the Contract, it is entitled to:</p> <ul style="list-style-type: none"> a) take possession of all of the Deliverables in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish work on the Deliverables by whatever means the Region may deem appropriate under the circumstances; b) withhold any further payments to the Contractor; c) recover all loss, damage and expense incurred by the Region by reason of the Contractor's default (which may be recovered from the performance surety held, or deducted from any monies due or becoming due to the Contractor, with any remaining balance to be paid by the Contractor to the Region). <p>12. In the event that the Contract includes performance and labour and material payment bonds the Region shall advise the surety provider of the Contractor's default in accordance with these provisions so that the surety provider may take immediate and appropriate action to remedy the default.</p> <p>13. Any termination of the Contract by the Region shall be without prejudice to any other rights or remedies the Region may have.</p>	<input type="text" value="Select A Value"/>
Authorization	<p>I have the authority to bind the Corporation.</p>	<input type="text" value="Select A Value"/>

Bidder's reference form

Bidder to provide references from clients who have obtained services similar to those requested in this Tender from the Bidder in the last **five (5) years**.

Similar services include projects consisting of, but are not limited to, demolition and replacement of various retaining concrete segmental retaining (block) walls and concrete steps, installation of accessibility ramps, removal and repair of asphalt surfaces, construction of a new elevator shaft, installation and commissioning of a new elevator, cutting of concrete curb and provide paving to temporary entrance(s), replacing landscape and underground service locates.

Further to Part 2-Evaluation and Award, clause 2.3 References and Part 3, 3.1 Terms and Conditions of the RFT Process, clause 3.1.5 References, and Past Performance, the bidder's references will be contacted and asked to verify the Project Description provided, and to answer the following questions:

- Did the vendor meet your requirements and expectations, and would you hire them again for this type of work?

Reference number	Description: Accessibility ramp replacement and new elevator at 327 Kellett Street, Port Perry	Reference details *
Reference 1	Project description	
	Start date of contract	
	Completion date of contract	
	Name of company for whom work was performed	
	Contact person	
	Email address	
	Telephone number	
Reference 2	Project description	
	Start date of contract	
	Completion date of contract	
	Name of company for whom work was performed	
	Contact person	
	Email address	
	Telephone number	
Reference 3	Project description	
	Start date of contract	
	Completion date of contract	
	Name of company for whom work was performed	
	Contact person	
	Email address	
	Telephone number	

List of proposed subcontractors

If the Bidder proposes to sublet any portion of the work, they shall add the sub-trade category and sub-contractor's name to the list.

☐

By clicking here I confirm that there are no subcontractor(s) and the bidder shall perform the work with their **"own forces"**.

Line number	Sub-trade *	Proposed subcontractor *
1		
2		
3		

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Region. If the attached file(s) cannot be opened or viewed, your bid submission may be rejected.

Bonding upload section

Bidders shall submit a digital bid bond in the amount noted in the bid document with their online bid submission. Failure to provide a valid digital bid bond **in the form of a CCDC 220 2002** in the correct amount may deem the bid non-compliant. **A scanned copy of a paper bond will not be accepted.**

- Digital bid bond in the amount of \$ 17,000.00 * (mandatory)

Addenda, Terms and Conditions

Submission Form

The Bidder hereby acknowledges and agrees:

- 1.The Bidder has carefully examined the bid documents and has a clear and comprehensive knowledge of the Deliverables required.
- 2.The Bidder consents to the terms, conditions and provisions of the bid documents, which include the Form of Agreement and Contract Terms and Conditions, and offers to provide the Deliverables in accordance with the bidding documents at the rates set out in the completed electronic Pricing Form(s).
- 3.The Bidder has submitted its rates in accordance with the instructions in the bid documents and in the electronic Pricing Form(s). The Bidder confirms that it has factored all provisions of the bid documents, including insurance and indemnity requirements, into its pricing assumptions and calculations.
- 4.The Bidder is deemed to have read and accepted all addenda issued by the Region. The onus is on Bidders to make any necessary amendments to their bids based on the addenda as they form part of the bid documents. The Bidder must confirm in the electronic Bidding System that it has received all addenda. Bidders who fail to complete this section will be deemed to have received all posted addenda.
- 5.The Bidder declares that it has not engaged in any conduct prohibited by the bid documents.
- 6.The Bidder agrees that in the event its bid is selected by the Region, in whole or in part, it will execute the Agreement in the form set out in Appendix A of the bid documents.
- 7.The Bidder shall declare a Conflict of Interest if:
 - (a) there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or
 - (b) the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

I/We acknowledge and agree to the above terms and conditions and have authority to bind the Corporation.

Conflict of interest

For the purposes of this bid, the term "conflict of interest" includes, but is not limited to, any situation or circumstance where:

1. In relation to the bid process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
 - a. having, or having access to, confidential information of the Region in the preparation of its bid that is not available to other bidders,
 - b. communicating with any person with a view to influencing preferred treatment in the bid process (including but not limited to the lobbying of decision makers involved in the bid process); or
 - c. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive bid process or render that process non-competitive or unfair; or
2. In relation to the performance of its contractual obligations contemplated under a contract for the deliverables, the bidder's other commitments, relationships or financial interests could, or could be seen to,
 - a. exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - b. compromise, impair or be incompatible with the effective performance of its contractual obligations.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid opportunity. Do you have a potential conflict of interest?

Yes **No**

The bidder acknowledges and agrees that the addenda below form part of the bid document.

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

