

Addendum No. 02

Project : St Joseph School, Tilbury - Parking Lot Renovation Dated: 08/06/2015

Project No : 636-CP1513

Contents : Addendum No. 02, (1 page), Specification Section 00 21 13 Instructions to Bidders, (5 pages)

This addendum forms part of the Contract Documents and amends the original drawings and specifications as noted below.

Specifications:

1. **Add** attached specification section 00 21 13 Instructions to Bidders to the specifications. Section 00 21 13 will now form part of the original specifications.

End of Addendum No. 02

Per: Joe Russo

PART 1 - GENERAL**1.1 Invitation**

- .1 Bid Call
 - .1 Offers signed under seal, executed, and dated will be received by the Architect.
 - .2 Offers submitted after the above time shall be returned to the bidder unopened.
- .2 The intent of this bid call is to obtain an offer to perform work to complete "St. Joseph Catholic School Parking Lot Upgrades", 43 St. Clair Street, Tilbury, Ontario, Project No. 636-CP1513, for a Stipulated Price contract, in accordance with the Contract Documents.

1.2 Contract Documents Identification

- .1 The Contract Documents are identified as "St. Joseph Catholic School Tilbury ON, Parking Lot," prepared by Architectura Inc. located at 180 Eugenie Street West, Windsor, Ontario N8X 2X6, Ph (519) 258-1390, Aleo & Associates Inc, 804 Erie Street East, Unit 100, Windsor, ON N9A 3Y4, Ph (519) 254-7926, Fax (519) 254-0895.

1.3 Contract/Bid Documents

- .1 Definitions
 - .1 Contract Documents: Defined in CCDC 2 – 2008 Edition, Definitions.
 - .2 Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form, Bid Securities, Bid Supplementary Forms identified herein.
 - .3 Bid, Offer, or Bidder: Act of submitting an offer under seal.
 - .4 Bid Price: Monetary sum identified by the Bid Form.
- .2 Queries/Addenda
 - .1 Addenda may be issued during the bidding period. All addenda become part of the Contract Documents and all appendixes must be submitted with tender. Include costs in the Bid Price.
 - .2 Verbal answers are only binding when confirmed on written addenda.
- .3 Product/System Options
 - .1 Where the Bid Documents stipulate a particular product or options, alternatives will not be allowed.

1.4 Site Assessment

- .4 The General Contractor shall visit and examine the site and become familiar with all features, characteristics, conditions and suitability of the work affecting the work of the contract. No allowance will be made by the Owner for any errors, misjudgements and/or difficulties encountered by the General Contractor due to any feature or peculiarity of the site or surrounding property which exists at the time the General Contractor's Tender is submitted.
- .5 **Examination of the site is mandatory. Mandatory site walk-thru will be held on Thursday June 4, 2015 at 2:30pm.**

1.5 Bid Submission

- .1 Submissions
 - .1 Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

- .2 **Submit 1 copy of tender in a sealed envelope to St. Clair Catholic District School Board, Catholic Education Centre located at 420 Creek Street, Wallaceburg, ON N8A 4C4, Project No: 636-CP1513 Thursday June 11, 2015 @ 3:00 p.m.**

**Bid form pages 1 thru 7
Up to 3:00 p.m. E.S.T., Date: Thursday, June 11, 2015**

- .3 Direct all inquires Re:

Architectural: Architecttura Inc. at Ph (519) 258-1390,
Email: joe@architecttura-inc.com

Civil & Structural Engineering: Aleo Associates Inc.,
Ph (519) 254-7926,Email:paleo@aleoassociates.com

- .4 The Owner reserves the right to accept or reject any and all bids, and to accept any part of any one bid.

1.6 Performance Assurance (Refer to Bid Tender Form 00 41 13)

.1 Bid Bond

- .1 Submit a Bid Bond from a Surety Company authorized to do business in the Province of Ontario payable to St. Clair Catholic District School Board in the amount of 10% of the total bid amount. The actual amount must be specified in the Bid Bond.
- .2 Submit an Agreement to Bond from a Surety Company authorized to do business in the Province of Ontario.
- .3 Bid Bond and Agreement to the Bond are to be enclosed within a separate envelope.
- .4 The Bid Bond and Agreement to Bond of the unsuccessful bidders will be returned upon closing of a contract by the Board.
- .5 The accepted bidder shall provide a Performance bond of 50% of the total tender price and Labour and Materials Payment bond of 50% of Total Tender Price from a licensed Canadian approved bonding company prior to commencement of work.
- .6 Include cost of bonds in the Bid Price.

.2 Insurance

- .1 See General Conditions of the CCDDC 2, 2008 under part II, Insurance Bonds.

.3 Bid Form Requirements

- .1 All trades are to outline a time period to complete work.
- .2 The bidder, in submitting an offer, accepts the time period stated in the contract documents for performing the work. The completion date in the Agreement shall be this completion time added to the commencement date.
- .3 The Owner requires that under the work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing the submitted bids.
- .4 Refer to Supplementary Conditions for inclusion of taxes and procedures for tax rebate claims by the Owner.

.4 Fees for Changes in the Work

- .1 Include in the Bid Form, the overhead and profit fees applicable for changes in

the work, whether additions to or deductions from the work on which the bid price is based.

- .2 Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the work. The Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work. See 1.14 Additional Work to Contract.
- .5 Appendices to the Bid Form
 - .1 Appendix A – Stipulated Price Bid: Include a complete listing of cost breakdowns by which the bid price was derived complete listing as schedule in the Contract Documents – Table of Contents.
 - .2 Appendix B – Addenda: List the number and date of all addenda issued.
 - .3 Appendix C – Subcontractors: Include all the names of all Subcontractors and the portion (s) of the work the Bidder will perform. **Note: Listing Own Forces when it is clear that the General Contractor is not capable of performing that work will lead to disqualification of bid.**
 - .4 Appendix D – List of Unit Prices

1.7 Offer Acceptance/Rejection

- .1 Duration of Offer
 - .1 Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) calendar days after the bid closing date. The Owner may at any time within this period accept any offer of the tenders received.
- .2 Acceptance of Offer
 - .1 The right to reject any or all tenders in whole or in part, or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the Owner without liability.
 - .2 After a bid has been accepted, all rejected bids will be returned to the respective bidders with submitted bid securities and the requested enclosures.

1.8 Permits

- .1 Building permit and development charges are to be paid by the General Contractor. All other required permits and connection charges are to be paid for and obtained by the respective contractors and price of all associated costs for permits are to be included in the Contractor's stipulated price.

1.9 Separate/Alternate Prices

- .1 Harmonized Sales Tax (H.S.T.)
 - .1 The stipulated contract price submitted for this contract shall not include the Harmonized Sales Tax (H.S.T.).
 - .2 The Contractor WILL NOT be permitted to add any mark-up for overhead or profit to the H.S.T. amount or to claim for any time involved with processing or collecting the H.S.T. and for its remittance to Revenue Canada.

1.10 Workplace Safety and Insurance Board Certificate of Clearance

- .1 Furnish a copy of Worker's Compensation Certificate in good standing.
- .2 Furnish a copy of a Certificate of Liability Insurance in an amount not less than \$5,000,000.00.
- .3 The successful contractor shall provide to the Owner such Certificate before commencing

work.

- .4 The Contractor shall conform to the regulations contained in the "Occupational Health and Safety Act", Revised Statutes of Ontario 1980, and relevant regulations as amended and assume full responsibility for contravention's of the same. The Certificate shall be submitted before commencing work.

1.11 Guarantee

- .1 Guarantee, in writing, all material and workmanship for a period of at least one (1) year from the date of acceptance of the work.
- .2 General Contractor will be responsible for instructing and ensuring that the Mechanical and Electrical Subcontractors submit in writing, the exact same guarantee so described above in Section 1.12.1.
- .3 General Contractor will be responsible for searching out each Section for warranty or guarantee requirement that is requested, then each Subcontractor will be instructed to submit such in writing to the General Contractor to be forwarded onto the Owner's Representative.
- .4 The Contractor shall forward ALL OF the required warranties or guarantees to the Owner's Representative in order to receive final payment.

1.12 Fair Wages and Hours

- .1 All persons in the employment of the Contractor or any Subcontractor, or other person doing or contracting to do the whole or any part of the work contemplated by the Contract, should be paid in accordance with the "**Fair Wage Schedule**" as established by the **Employment Standards Branch of the Ministry of Labour** and any regulations under such Act that relates to wages, hours of work, or other labour conditions, unless otherwise noted.

1.13 Construction Period

- .1 All work to commence after June 28, 2015. Work shall be in accordance with drawings. Substantial completion of all work by August 14, 2015.
- .2 The Contractor shall base his tender upon the construction period proposed. The contractor shall state his starting and finishing dates. Otherwise, the Contractor shall state the proposed starting date, the number of weeks required to complete the work after receipt of Purchase Order.
- .3 During the progress of the construction stage, should the Contractor's Schedule fall behind in regards to production activity in the event of delay of materials, strikes, walk-outs and matters beyond the reasonable control, the Contractor shall at such time notify verbally and in writing to the Owner's Representative requesting extension to the completion deadline date. At such time, the Owner's Representative will review the matter of the problem in question and the new proposed completion deadline date for consideration of acceptance.
- .4 Upon completion of the project, the Owner's Representative and the General Contractor will inspect all new work preparing an itemized list known as deficiencies. At such time, the Owner's Representative will itemize each deficiency noted with a dollar amount which will be held back until all work has been completed to the satisfaction of the Owner's Representative. If such deficiencies are prolonged due to lack of interest by the Contractor, the Owner will then RETENDER all the unfinished items to outside Contractor's, whatever cost is then encountered to the Owner, that amount will then be subtracted from the stipulated contract sum or the Owner will take over in completing the unfinished items using the specified holdback dollar amount, that amount will then be subtracted from the stipulated contract amount.
- .5 For failure of performance of the contract as committed, the Contractor will be considered

for disqualification for tendering on any future projects (for this owner) for a minimum period of two (2) years.

- .6 The Contractor's presence on site shall be continuous upon commencement of the project. A site supervisor representing the General Contractor will be present on each individual construction site at all times during the duration of this project unless otherwise agreed upon with the Owner's Representative.

1.14 Additional Work to Contract

- .1 The Contractor shall submit all price in writing showing a complete breakdown of material and labour cost with a percentage covering overhead and profit as follows:
 - .1 Contractor's mark-up on its own work:
 - .1 Overhead and Profit: 10%
 - .2 Contractor's mark-up on Subcontractor's work:
 - .1 Overhead and Profit: 10%
 - .3 Subcontractor's mark-up on its own work:
 - .1 Overhead and Profit: 10%
- .2 Acceptance of extra cost shall be authorized by the Architect in writing by means of issuing a Change Order.
- .3 Any work which may be in process or completed by the Contractor or Subcontractor without written authorization from the Architect will not be given consideration for additional payment.

1.15 Construction Lien Act

- .1 Upon substantial completion of the project, the procedure for certification by the payment certifier (Architect) is only mandatory upon the application of the Contractor. If the General Contractor chooses not to make an application for Certification of Substantial Performance then the lien period for the Contractor expires as stated in Section 31. of the Act.
- .2 The Architect and the Owner's Representative and the General Contractor will define a substantial completion date prior to the deficiency inspection. At such time, the Board's Representative will holdback the amount of ten percent (10%) of the stipulated contract sum for a period of forty five (45) days from the Substantial Completion date. The holdback will be released at the end of the specified period after a search of title of that particular project.

1.16 Contingency Allowance

- .1 The General Contractor shall include in his Tender Price the following Contingency Allowance:
 - .1 CONTINGENCY ALLOWANCE
 - .1 Include in the Tender Price a Contingency Allowance of Ten Thousand Dollars (\$10,000.00) for unforeseen changes in the scope of work.
 - .2 Include in the Tender Price a Contingency Allowance of Three Thousand Dollars (\$3,000.00) for Material Testing.

END OF SECTION 00 21 13