

**THE CORPORATION OF THE VILLAGE OF NEWBURY  
ROAD, SIDEWALK, AND DRAINAGE IMPROVEMENTS  
CONTRACT NO. RFT 2019-01**

**ADDENDUM NO.1**

This Addendum forms part of the Plans and Tender Documents for the above-noted project and shall be read in conjunction therewith. This addendum shall take precedence over all requirements of the original plans and tender documents issued previously. The Tenderer must acknowledge receipt of this Addendum on Page FT-2 of the Form of Tender.

No. of Addendum Pages: 7

No. of Attachments: 4

**1. GENERAL CLARIFICATIONS**

**1.1 Question:**

You should create a separate restoration item for topsoil by the square meter and a sod item by the square meter. That way we are not forced to over bid the restoration you have buried in the sidewalk item. As, well it would level the playing field for all bidders, rather than leave it open to interpretation.

**Answer:** *Restoration will remain in Item 2.02, and 2.03.*

**1.2 Question:**

Item 2.02 – Supply and place sidewalk – in this item, we only put down 75mm of Granular “A” where there was existing sidewalk vs. Item 2.03 where we are putting down 125mm of Granular “A’ for newly excavated sidewalk, please clarify any other differences in these two items.

**Answer:** *The intent of Item 2.02 is to replace non AODA compliant sidewalk with wider AODA compliant sidewalk, so under this item bidders should include (in addition to what is stated in the contract special provisions and or form of tender), excavation for widening from 1.2m to 1.5m, and additional Granular “A” in the widened area only to a depth of 125mm. The existing granular structure is to remain except at driveway entrances where the existing granular structure may not allow for sufficient placement of concrete to meet OPSD 310.010 Note 1.*

*Item 2.03 is intended for the supply and installation of new AODA compliant sidewalk where there currently is no existing sidewalk. The granular base structure shall be 125mm thick.*

**1.3 Question:**

Item 4.02 – Supply & Install CSP standard arch culvert – you do realize, that if a PTTW is required, it could take several months for approval, not to mention the cost of the permit itself, depending on flow. To spend \$200,000 on a culvert crossing at the end of a dead end road, makes no sense and will put this project needlessly over budget. Lastly, what materials did you envision being used as the temporary dam as shown on drawing C22?

**Answer:** *A PTTW is only required in the event the contractors approach does not meet the requirements for “Passive in-stream diversion”, or “Active in-stream diversion exemption”, under the O.Reg. 387/04, March 29, 2016. If all criteria cannot be met than a PTTW must be applied for. Drawing C22 depicts that the work could be done without a diversion, while utilizing a dam system to protect the excavation from inflowing water (i.e. such as sand bags). It is not intended that a shoring system would be required, as the foundation system is anticipated to be a shallow strip*

*footing (to be designed by Manufacturer). Ultimately, the system employed to execute this work will be left to the contractor to determine, and therefore the permits (if required) shall be the responsibility of the Contractor.*

1.4 **Question:**

Item 3.07 – Supply and place Granular “B” – in the special provisions it states Granular “B” Type II. Is this really necessary? The cost of this material trucked all the way to Newbury will be very expensive. Please clarify.

**Answer:** *Bidders may use a Granular “B” Type I with a Granular “B” Type II Gradation in accordance with OPSS.MUNI.1010.*

1.5 **Question:**

IT-3 Liquidated Damages – for bid bond purposes are the liquidated damages \$500.00 + \$1,100.00 for a total of \$1,600.00 per day?

**Answer:** *Correct. Total Liquidated Damaged is \$1,600.00/day.*

1.6 **Question:**

IT-13 Period of Validity – are the bonds valid for 45 or 90 days?

**Answer:** *The bonds shall be valid for 60 days.*

1.7 **Question:**

IT-14 Tender deposit alludes to 30 and 45 day validity. Note: the bid bond example states 60 days.

**Answer:** *Tender deposit shall be valid for 60 days.*

1.8 **Question:**

FT-12 clears most of this up however the first period of validity is 30 days to 45 days, which makes me believe I should order a bid bond to be valid for 30 days.

**Answer:** *Refer to Q/A 1.6 Above.*

**ADDENDUM NO. 1**

The Tenderer shall sign this Addendum in the space provided below, shall affix his seal hereto, and shall submit this Addendum in the same envelope as the tender.

Except as and to the extent that they are amended by the foregoing, all terms and conditions of the tender documents remain in full force and effect.

Signature of Tenderer

Affix Corporate Seal Above

Village of Newbury  
22910 Hagerty Road  
P.O. Box 130  
Newbury, ON  
N0L 1Z0

CIMA Canada Inc.  
101 Frederick Street, Suite 900  
Kitchener, Ontario  
N2H 6R2

Telephone: (519) 772-2299  
Fax: (519) 772-2298

A tender is accepted by the Owner when an agreement in the form bound herein is executed by the Owner and by the tenderer or when the Engineer, with the written authorization of the Owner and within the period referred to in Section 12 hereof, has issued a written order to commence work to the tenderer and the Owner or anyone acting on its behalf has requested the tenderer to execute the Agreement and to return it to the Owner and the acceptance of the tender and the execution of the Agreement by the Owner are subject to the express condition that the owner receive a Performance Bond and a Payment Bond in the forms bound herein and in accordance with the requirements hereof, within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to the tenderer whose tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract. Tenders are subject to a formal contract being prepared and executed.

The Tenderer agrees that the Owner has the right, at his or her own discretion, to accept or reject any non-compliant tenders without stating the reasons therefore and that the lowest or any tender will not necessarily be accepted.

The Tenderer understands that fundamental to this competition is the selection of a tender that, in the Owner's opinion, is in the best interest of the Owner. To this end, the Tenderer agrees that the Owner reserves the right to select a winning tender that may be non-compliant.

### **IT-13 PERIOD OF VALIDITY OF TENDER**

The tenderer's attention is drawn to the Form of Tender, "Standard Tender Requirements", for the tender validity period.

The prices entered by the tenderer in the Form of Tender shall be based on the assumption that the Engineer's written order to commence work will be issued to the tenderer within a **30**-day period after the opening date for tenders.

In addition, however, the tenderer shall tender in the space provided in the Form of Tender, the extra lump sum prices, if any, to be added to the Total Tender Price shown in the Form of Tender if the Engineer's written order to commence work is issued to the tenderer after the aforesaid **30**-day period has elapsed but within a **60**-day period after the opening date for tenders.

The foregoing lump sum shall apply regardless of any difference between the Final Contract Price and the Original Contract Price.

Failure to enter an extra lump sum price in the space provided in the Form of Tender shall mean that the extra lump sum for extending the validity of tender ~~to 60 or to 90 days~~ shall be considered to be NIL.

The Owner may in its discretion take into account the extra lump sums tendered when comparing tenders or awarding a contract.

## **IT-14 TENDER DEPOSIT**

Each tender shall include a tender deposit in the form of a certified cheque or bid bond in the amount stated in the Form of Tender and payable as instructed in the Tender Advertisement. The tender deposits of all but the two (2) lowest tenderers will be returned within ten (10) days after the date of opening tenders. The tender deposits of the two (2) lowest tenderers will be retained until a tender has been accepted and the Performance Bond, the Labour and Material Bond and the other documents required herein have been furnished to the satisfaction of the Solicitor and the Engineer for the Owner, save that if a tenderer has not been requested by the Owner to execute the Agreement within **60** days after the date of opening tenders or if the Engineer has not issued to the tenderer a written order to commence work within the said **60** days, his/her tender deposit will be returned, except as otherwise provided herein. After the execution of the Contract and the receipt by the Owner of the Performance Bond and the Labour and Material Payment Bond the tender deposit of the successful tenderer will be returned.

If either of the above-mentioned two (2) tenderers has not been notified within 30 days after the date of opening tenders that his/her tender has been recommended to the Owner for acceptance, he/she may apply to the Owner for the return of his/her tender deposit. Unless otherwise determined by the Owner, the tender deposit of one of the said two (2) tenders (normally the one who submitted the second lowest tender) will be returned when so applied for. The tender deposit of the other tenderer will be retained or returned by the Owner as provided for elsewhere in this Section.

The Owner may, in its discretion:

- a) cash a tender deposit cheque or qualify a bid bond and deposit the proceeds to its account, without prejudice to the ultimate disposition of such tender deposit as provided for herein; or
- b) return a tender deposit to a tenderer at an earlier time than provided for herein; or
- c) return a tender deposit to a tenderer on receipt from the said tenderer of an alternative security acceptable to the Owner in lieu of the said tender deposit; and no such action shall prejudice the validity of the tender to which such tender deposit relate.

Except as otherwise herein provided the tenderer guarantees that if his/her tender is withdrawn before the Owner shall have considered the tenders or before or after he/she has been notified that his/her tender has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the period of seven (7) days as stipulated and as required herein, the Agreement executed by the tenderer, the Performance Bond and the Labour and Material Payment Bond executed by the tenderer and the surety company and other documents required herein, the Owner may retain the tender deposit for the use of the Owner and may accept any tender, advertise for new tenders, negotiate a contract or not accept any tender as the Owner may deem advisable.

## **IT-15 AGREEMENT**

The tenderer agrees that, if requested so to do by the Owner or anyone acting on its behalf within **60** days after the date of opening tenders, he/she will execute in triplicate and return to the Owner the Agreement in the form bound herein within seven (7) days after being so requested. If the tenderer has not been so requested within the said **60** days or if the Engineer's written order to commence work has not been mailed or delivered to the tenderer or his/her office or his/her postal address within the said **60** days, the tenderer may, unless he/she has otherwise agreed or offered and except as otherwise provided herein, withdraw his/her tender.

## **IT-16 PERFORMANCE AND PAYMENT BONDS**

The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, furnish to the Owner a Performance Bond and a separate Labour and Material Payment Bond in the forms attached hereto each in the amount of one hundred per cent (100%) of the total tender price and such additional amount, if any, as may be required by the Owner. The tenderer shall tender for the cost of the bonds in the item provided for that purpose in the Form of Tender on the assumption that each bond will be in the amount of 100% of the total tender price. In the event that either of the bonds is required to be in an amount in excess of 100% of the total tender price, the Owner will reimburse the Contractor in the amount of the premium for such excess amount after submission by the Contractor to the Owner of the surety company's relevant receipted invoice.

The tenderer shall include with his/her tender the Agreement to Bond in the form enclosed herewith executed under its corporation seal by the surety company from which he/she proposes to obtain the required bonds.

The Owner may in its discretion decide to obtain the bonds from a surety company of its choice and may pay the premium for such bonds directly to the surety company so chosen. In that event, the Owner will notify the selected tenderer accordingly before the tender has been accepted and the Tenderer shall execute and furnish to the Owner the required bonds as provided for herein but the item relating to the cost of the bonds in the Form of Tender shall be deleted from the Contract and no payment shall be made to the Contractor therefore.

The Tenderer will be required to furnish the Performance Bond and the Labour and Material Payment Bond in triplicate as required herein and in the forms bound herein within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to him. One copy of the said bonds shall be bound into each of the three (3) executed sets of the Contract.

The tenderer's attention is drawn to Clause 10 and the Form of Tender, Standard Tender Requirements, for bonds which may be required for subcontractors.

## **IT-17 PROOF OF ABILITY**

In order to aid the Owner in determining the responsibility of each tenderer, the tenderer shall complete the following statement sheets which are bound herein:

Statement 'A' : Stating the Tenderer's experience in similar work which he/she has successfully completed.

Statement 'B': Giving a list of the tenderer's senior supervisory staff to be employed on the Contract with a summary of the experience of each.

The Tenderer agrees that he/she will furnish to the Owner copies of all required Subcontractor Performance Bonds and Labour and Material Payments Bonds forthwith upon execution of subcontracts with his Owner-approved subcontractors and further agrees that no payment will be due and payable for work done by any subcontractor whose work is required to be bonded until such time as the required bonds have been filed with the Owner.

The Tenderer agrees that, if so requested in writing by the Owner, he/she will enter into a contract with the Owner based upon his tender but jointly in the names of the Tenderer and the Tenderer's parent company, if any. The Tenderer further agrees that any request by the Owner as indicated above is not and shall not be deemed to be a counteroffer by the Owner.

The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed contract for which this tender is made.

The Tenderer further declares that this tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.

The Tenderer further declares that no member of the Municipal Council and no officer or employee of the Consulting Engineer is or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

The Tenderer having carefully examined the site of the proposed work, and having read, understood and accepted the provisions, plans, specifications, and conditions attached hereto, each and all of which forms part of this Tender, agrees to substantially perform the work of this contract on or before the **Stipulated Completion Date** as follows:

**Friday, September 27, 2019**

The Tenderer agrees that he/she will furnish the Owner a copy of his latest financial statement within 4 days after being requested to do so by the Owner.

The "Agreement to Bond" of the \_\_\_\_\_ a company lawfully doing business in the Province of Ontario, to furnish a performance bond and a labour and material payment bond in the Owner's forms of Performance Bond and Labour and Material Payment Bond each in an amount equal to 100% of the Contract price, or in such greater amount as may be required by the Owner, if this tender is accepted, is enclosed herewith.

The Tenderer agrees that the Owner reserves the right to reject any or all tenders and that the lowest or any tender will not necessarily be accepted.