



REQUEST FOR TENDER

RFT # 831-2024

**THE CORPORATION OF THE COUNTY OF HASTINGS
INVITES BIDS FOR THE CONSTRUCTION OF A 32-UNIT AFFORDABLE
HOUSING APARTMENT BUILDING 20 SOUTH STREET, TRENTON, ON**

Closing Date: November 15, 2024 at 2:00 PM, local time

Contact Person: Matt Thain ("Purchasing Supervisor")

Email: thainm@hastingscounty.com

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Tender is an invitation by the County of Hastings (the “County”) to prospective bidders to submit for **32-Unit Affordable Housing Apartment Building 20 South Street, Trenton ON**, as further described in Section A of the Tender Details (Appendix D) (the “Deliverables”).

Before undertaking a bid, prospective bidders are hereby notified that it will be doing so at the bidder’s sole cost and risk as the terms of this tender provide that the County need not accept any tender; need not accept the lowest bid; may accept non-compliant tenders; may terminate the tender process at any time, before or after the submission times, all without liability to or requirement to reimburse the bidder. The tender contains a waiver of any liability by reason of acceptance or non-acceptance by the County of any bid including non-compliant bids or arising in any way from this tender process.

1.2 General Information

The County of Hastings is committed to effective management that ensures fairness, transparency, and fiscal responsibility when conducting its procurement activities. The primary goal of the County of Hastings procurement efforts is to maximize the value of goods and services received for the money spent, while ensuring that schedule deadlines are met and ensuring a supplier has the legal and financial capacities and the commercial and technical abilities to undertake the relevant Deliverables.

Bidders are encouraged to visit the County of Hastings web site www.hastingscounty.com for detailed information about the County of Hastings. The County of Hastings advertises open competitive bid opportunities on Bids and Tenders (<https://hastingscounty.bidsandtenders.ca>) and also may advertise in local newspapers.

1.3 Contact Person

For the purposes of this procurement process, the “Contact Person” will be:

Matt Thain, Purchasing Supervisor
Email: thainm@hastingscounty.com

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the County, other than the Contact Person, concerning matters regarding this Tender. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

1.4 Type of Contract for Deliverables

The selected bidder will be required to enter into an agreement with the County for the provision of the Deliverables. The form of contract between the County and the Contractor will be in the form attached as Appendix A to the tender. It is the County’s intention to enter into the Agreement with only one (1) legal entity. The County reserves the right at its sole discretion to negotiate the terms of the contract and to amend same following award to a successful bidder and no such negotiation or revision shall invalidate the tender process nor result in any liability on the part of the County to unsuccessful bidders.

1.5 Tender Schedule

Issue Date of Tender	September 6, 2024
Virtual Meeting	September 12, 2024 [2:00 PM] local time
Deadline for Questions	October 3, 2024 [2:00 PM] local time
Deadline for Issuing Addenda	October 22, 2024 [4:00 PM] local time
Submission Deadline	November 15, 2024 [2:00PM] local time
Irrevocability Period	90 Days
Anticipated Award Date	February 15, 2025
Anticipated Start Date	April 1, 2025 or earlier
Anticipated Substantial Completion Date	October 30, 2026 or earlier
Anticipated Completion Date	November 30, 2026 or earlier

The Tender Schedule is tentative only, and may be changed by the County at any time.

1.5.1 Virtual Meeting

A video conference for Prospective Bidders will be held at <https://us06web.zoom.us/j/82932137821?pwd=8mmwSJVASCcbWfbPZem9x0W3wXHkCb.1>, on September 12, 2024 at 02:00:00PM.

This meeting is not mandatory. Attendance will not be taken. If attending, it is the bidder's responsibility to log on to the meeting on time and schedule for unforeseen unknowns that may delay arrival to the meeting.

The meeting will be recorded and posted to Bids and Tenders after the meeting.

Minutes will not be taken.

Where bidders require clarification on any matter following the site meeting the written Question and answer process must be followed.

1.5.2 Question and Answer Process

This tender may be amended only by addendum in accordance with this section. If the County, for any reason, determines that it is necessary to provide additional information relating to this tender, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this tender and may contain important information, including significant changes to this tender. Bidders are responsible for obtaining all addenda issued by the County.

Prospective Bidders may request clarification of the tender documents by;

- (a) submitting all requests for clarification as written questions in electronic format to <https://hastingscounty.bidsandtenders.ca>
- (b) submitting all requests for clarification no later than the deadline as set out in the tender schedule or by submitting these requests for clarification at the Virtual Meeting (if applicable).

The County will provide the Prospective Bidders with written responses to questions that are submitted in accordance with this section no later than the date set out in the tender schedule. The County will circulate the responses via the form of an addendum to all Prospective Bidders

in accordance with the circulation method set out in this section.

The County will include, in the addendum, all requests for clarification that have been submitted in accordance with this section but will not attribute the requests for clarification to any party. The County may, in its sole discretion,

- (a) answer similar questions from various Bidders only once;
- (b) edit the language of the questions for the purpose of clarity; and
- (c) exclude submitted questions if they are not comprehensible.

It is the Bidder's responsibility to seek clarification from the County of any matter it considers to be unclear and the Bidder shall seek clarification in accordance with this tender section.

The County shall not be responsible for any misunderstanding of the tender documents, the addendum or the tender process on the part of the Bidder.

1.5.3 Public Opening

There will be no public opening for this tender.

1.6 Submission of Bids

1.6.1 Bids to be Submitted to Prescribed Location

Bids must be submitted to: <https://hastingscounty.bidsandtenders.ca>

1.6.2 Bids to be Submitted on Time

Bids must be submitted on or before the Submission Deadline. Bids submitted after the Submission Deadline will not be accepted. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1.6.3 Bids to be Submitted in Prescribed Format

All bidders shall have a bidding system vendor account and be registered as a plan taker for this opportunity, which will enable the bidder to download the solicitation document, to receive addenda email notifications, download addenda and submit their bids electronically through the bidding system.

Bidders are cautioned that the timing of their submission is based on when the bid is received by the bidding system, not when a bid is submitted by a bidder, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

If an addenda is issued after a Bidder has submitted, the Bidder must acknowledge the addenda in the bidding system or the bid will be considered incomplete.

For the above reasons, the County recommends that bidders allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the County's bidding system web clock.

Bidders should contact Bids and Tenders at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the bidder advising

when the bid was submitted successfully. If bidders do not receive a confirmation email, they should contact Bids and Tenders immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a bidder has obtained this solicitation document from a third party, the onus is on the bidder to create a bidding system vendor account and register as a plan taker for the opportunity at <https://hastingscounty.bidsandtenders.ca>

1.6.4 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by the bidding system by the Submission Deadline.

1.6.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid prior to the Submission Deadline, the bidder is solely responsible for ensuring that the bid is withdrawn with the bidding system.

1.6.6 Irrevocable Offer

The submitted bid shall remain valid for a period of ninety (90) days from the date and time of close for the tender.

Subject to the Bidder's right to withdraw before the submission deadline, the Bidder's submission shall be irrevocable and shall remain in effect and open for acceptance for the number of days as set out in the submission deadline (the "bid validity period").

The Bidder may not withdraw and shall not request to change their bid once accepted by the County of Hastings after the official closing date and time.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

By submitting a bid, bidders irrevocably waive and release the County of any claim, action, or proceeding against the County for damages, expenses or costs for any actual or alleged unfairness on the part of the County at any stage of the tender process and/or if the County does not award or execute a contract.

The County will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the County, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the Tender Details (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the Tender, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the County, be rejected. The mandatory technical requirements are listed in Section C of the Tender Details (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Establishing a Short-List, Interviews and Site Visits (if required)

As required, interviews of short-listed Bidders (to be determined by County) will be carried out by the evaluation team or a sub-group of the evaluation team.

The County may, in its discretion, carry out site visits. Site visits will be carried out by the evaluation team or a sub-group of the evaluation team. As a matter of convenience, the County may elect to conduct an interview and site visit on the same day.

2.6 Selection of Top-Ranked Bidder

After the completion of Stage III, all scores from Stage II and Stage III will be added together and bidders will be ranked based on their total scores. Subject to the reserved rights of the County, the top-ranked bidder will be selected to enter into the Agreement as stated herein.

2.7 Notice to Bidder and Execution of Agreement

Notice of selection by the County to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this Tender and satisfy any other applicable conditions of this Tender, including the pre-conditions of award listed in Appendix D, within five (5) days of notice of selection. This provision is solely for the benefit of the County and may be waived by the County.

2.8 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within five (5) days of notice of selection, the County may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the County.

2.9 Privilege Clause

The County reserves the right to accept the bid that it deems in its sole discretion most advantageous and the right to reject any or all bids without giving any notice or reasons. The bid having the lowest cost to the County or any bid will not necessarily be accepted. The County may take into account any criteria that it considers relevant in assessing pricing and cost including, without limitation those set out in section 3.6.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE TENDER PROCESS

Please refer to: Terms and Conditions and all Addenda posted up until the closing date and time on the Bidding System at <https://hastingscounty.bidsandtenders.ca>

APPENDIX A – CCDC 2 2020 SUPPLEMENTAL INFORMATION

The Standard Construction Document for CCDC 2 Stipulated Price Contract, 2020 English version, consisting of the Agreement Between Owner and Contractor, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 13 inclusive, governing same is hereby made part of these Contract Documents, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused

AMENDMENTS TO AGREEMENT

ARTICLE A-5 – PAYMENT

.1 In paragraph 5.1.1 of Article A-5 add the following words to the end:

“or, where there is no *Payment Certifier*, jointly by the *Owner* and *Contractor*”

ARTICLE A-6 – RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

.1 Delete paragraph 6.5 of Article A-6 in its entirety and replace it with the following:

6.5 Contact information for a party may be changed by *Notice in Writing* to the other party setting out the new contact information in accordance with this Article.

AMENDMENTS TO DEFINITIONS

.1 Add the following definition: Proper Invoice

Proper Invoice means a “proper invoice” as defined in the *Payment Legislation*, if any, and as may be modified by written agreement between the parties to the extent permitted by such *Payment Legislation*.

.2 Add the following definition: Submittals

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

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

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

.1 Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:

“1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating and co-ordination and execution of the *Work* by the *Contractor*. The *Contractor* shall report promptly to the *Consultant* any ambiguities, design issues or other matters requiring clarification made known to the *Contractor* or that the *Contractor* may discover from such a review. Such review by the *Contractor* shall comply with the standard of care described in paragraph 3.9.1 of the *Contract*.

1.1.4 Except for its obligation to review the *Contract Documents* and report the result pursuant to paragraph 1.1.3, the *Contractor* is not responsible for ambiguities, design issues or other matters requiring clarification in the *Contract Documents* and does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. Without limiting the foregoing, the *Contractor* shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the *Contract Documents* which the *Contractor* could not reasonably have discovered from such a review in accordance with the standard of care. If the *Contractor* does discover any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received modified or additional information from the *Consultant*. The impacts of any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, including to the *Contract Price* and *Contract Time*, shall be addressed by the parties in accordance with Part 6 – CHANGES.”

.2 Add the following to the end of subparagraph 1.1.6.2:

Except to the extent the *Consultant* is indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4 and 9.5.3.4 and in paragraph 13.1.3.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

.1 In paragraph 2.2.3 add the following to the end:

“Without limiting the foregoing, the *Consultant* may appoint one or more authorized representatives in writing who may fulfill the obligations of the *Consultant* under this *Contract*.”

.2 In paragraph 2.2.8 add the words “, written statements” after the word “interpretations” in both the first and second sentences; and

i. add the following to the end of paragraph 2.2.8:

The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of its making of any interpretations, written statements or findings in accordance with paragraphs 2.2.6, 2.2.7, 2.2.8, and 7.1.2, but only to the extent that any such interpretations, written statements, and findings are made by the *Consultant* in an unbiased manner, and in accordance with the *Consultant's* professional standard of care at law.

.3 In paragraph 2.2.13 add the words “which are provided” before the words “by the *Contractor*”.

GC 2.4 DEFECTIVE WORK

.1 In paragraph 2.4.1:

i. Add after the words “shall promptly correct” the phrase “in a manner acceptable to the *Owner* and the *Consultant*”; and

ii. Add after the words “*Contract Documents*” the phrase “or work that the *Contractor* discovers to be defective, whether or not the defective work had been identified by the *Consultant*, and”.

.2 Add new paragraph 2.4.4 as follows:

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

.1 Add new paragraph 3.1.3 as follows:

3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work.

GC 3.2 CONSTRUCTION BY OWNER AND OTHER CONTRACTORS

.1 Add new paragraph 3.2.7 as follows:

3.2.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant*, a schedule indicating the times, within the

construction schedule referred to in GC 3.4, that items that are specified to be *Owner* purchased and *Contractor* installed or hooked up are required at the site to avoid delaying the progress of the *Work*.

GC 3.7 LABOUR AND PRODUCTS

.1 Add the following to the end of paragraph 3.7.1:

The *Contractor* represents that it has sufficient skilled employees to replace, subject to the *Owner's* approval, acting reasonably, its designated supervisor and project manager in the event of death, incapacity, removal or resignation.

.2 Add new paragraphs 3.7.4 and 3.7.5 as follows:

3.7.4 The *Owner* shall provide the *Contractor* in a timely manner with all relevant information (including storage, protection, and installation requirements) regarding *Products* to be supplied by the *Owner* or other contractors and, prior to delivery of any such *Products* to the *Place of the Work*, the *Owner* shall obtain the *Contractor's* written approval of the delivery date and proposed storage, protection and installation requirements.

3.7.5 Once the *Contractor* has accepted delivery of *Products*, the *Contractor* shall be responsible for the safe storage and protection of *Products* as required to avoid dangerous conditions or contamination to the *Products* or other persons or property. *Products* shall be stored in locations and at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant* as agreed and approved by the *Contractor* pursuant to paragraph 3.7.4.

Notwithstanding the foregoing, the *Contractor* shall not be responsible for any *Products* supplied by the *Owner* or other contractors unless:

- (i) the *Contract Documents* expressly stipulate that such *Product* is to be the *Contractor's* responsibility and to be installed by the *Contractor* as part of the *Work*;
- (ii) the *Contractor* has or has received from the *Owner* proof of insurance coverage sufficient, at a minimum, to cover the replacement cost of such *Product*; and
- (iii) the *Owner* obtained the *Contractor's* approval as required by paragraph 3.7.4.

GC 3.8 SHOP DRAWINGS

.1 Add the words "AND OTHER SUBMITTALS" to the title of GC 3.8 after the words "SHOP DRAWINGS".

.2 Add the words "and *Submittals*" after the words "*Shop Drawings*" in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, 3.8.6, and 3.8.7.

.3 Delete paragraph 3.8.2 in its entirety and replace it with new paragraph 3.8.2 as follows:

3.8.2 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and *Submittals* in an orderly sequence.

.4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the Work” and replace them with the words “within 10 *Working Days* or such longer period as may be reasonably required” in paragraph 3.8.7.

GC 3.9 PERFORMANCE BY CONTRACTOR

.1 Add new General Condition GC 3.9 as follows:

GC 3.9 PERFORMANCE BY CONTRACTOR

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

.1 Delete paragraph 4.1.7 in its entirety and replace it with the following:

4.1.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant* a schedule indicating the times within the construction schedule referred to in GC 3.4 that items called for under cash allowances are required to be delivered to the *Place of the Work* to avoid delaying the progress of the *Work*.

.2 Add new paragraph 4.1.8 as follows:

4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work* to be paid for from cash allowances.

PART 5 PAYMENT

GC 5.2 APPLICATIONS FOR PAYMENT

.1 Delete the word “first” in paragraph 5.2.7 and replace it with the word “second.”

GC 5.4 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Delete all paragraphs of GC 5.4 in their entirety and replace them with the following paragraphs:

5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within five (5) *Working Days*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to certify or verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.4.4 Subject to the requirements of any *Payment Legislation*, all holdback amounts prescribed by the applicable lien legislation for the *Place of the Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, as certified or verified by the *Consultant* when permitted by any *Payment Legislation*.

5.4.5 The *Contractor* shall submit an application for release of the lien holdback amount in accordance with the lien legislation applicable to the *Place of the Work*. Except to the extent required by any *Payment Legislation*, such application for release of the holdback shall not constitute an application for payment that is subject to *Proper Invoice* requirements.

5.4.6 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to

release, and shall release the holdback for such portion of the *Work* to the *Contractor* in accordance with such legislation.

5.4.7 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment or until the *Owner* takes early occupancy in accordance with GC12.2, whichever comes first, and shall be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

.1 Add to the end of paragraph 5.5.1 the following sentence:

The application for final payment shall meet the requirements of a *Proper Invoice*.

.2 Add the following to the end of paragraph 5.5.3:

Subject to any *Payment Legislation*, when the *Consultant* finds the *Contractor's* application for final payment to be not valid, the *Contractor* shall revise and resubmit the application when the *Contractor* has addressed the reasons given by the *Consultant*.

PART 6 CHANGES IN THE WORK

GC 6.3 CHANGE DIRECTIVE

.1 Delete the word “and” from the end of subparagraph 6.3.7.17.

.2 Delete the period from the end of subparagraph 6.3.7.18 and replace it with “; and”.

.3 Add new subparagraph 6.3.7.19 as follows:

.19 safety measures and requirements.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

.1 Add new paragraph 6.4.5:

6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully reviewed the *Place of the Work* and applied to that review the degree of care and skill described in paragraph 3.9.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such review undertaken in accordance with this paragraph 6.4.5.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

.1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5 and add the words “and the *Consultant*”, at the end of paragraph 6.6.5.

PART 8 DISPUTE RESOLUTION

GC 8.3 ADJUDICATION

.1 Delete the word “prescribed” from paragraph 8.2.1 and substitute the words “provided for”.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

.1 Add the following new paragraphs 8.3.9 to 8.3.13:

8.3.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:

.1 a copy of the notice of arbitration;

.2 a copy of supplementary conditions 8.3.9 to 8.3.14 of this *Contract*, and;

.3 any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.

8.3.10 The *Owner* and the *Contractor* agree that the *Consultant* may elect, within ten days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the *Consultant*:

.1 has a vested or contingent financial interest in the outcome of the arbitration;

.2 gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is appointed;

.3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,

.4 agrees to be bound by the arbitral award made in the arbitration.

8.3.11 Without limiting and subject to the *Owner* and *Contractor*'s rights under paragraph 8.3.12 to challenge whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, if an election is made under paragraph 8.3.10:

.1 the *Owner* or *Contractor* may request particulars and evidence of the *Consultant*'s vested or contingent financial interest in the outcome of the arbitration;

.2 the *Consultant* shall participate in the appointment of the arbitrator; and,

.3 notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.3.12 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a full party may:

.1 on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, and;

.2 make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.

8.3.13 The provisions of paragraph 8.3.9 shall apply (with all appropriate changes being made) to written notice to be given by the *Consultant* to any sub-consultant.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

.1 Delete subparagraph 9.1.1.1 in its entirety and replace it with the following:

9.1.1.1 errors or omissions in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.9.1;

.2 Delete paragraph 9.1.2 in its entirety and replace it with the following:

9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.9.1.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

.1 Add the following words to paragraph 9.2.6 after the word "responsible":

or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,

.2 Add the words "and the *Consultant*" after the word "*Contractor*" in subparagraph 9.2.7.4.

.3 Add the following words to paragraph 9.2.8 after the word "responsible":

or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance

with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,

GC 9.5 MOULD

.1 Add the words “and the *Consultant*” after the word “*Contractor*” in subparagraph 9.5.3.4.

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

.1 Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words: “Subject to paragraph 3.9.1, the”.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

.1 After the second occurrence of the term “*Ready-for-Takeover*” insert before the term “*Ready-for-Takeover*” in paragraph 12.1.3 the words “determination of”.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

.1 Delete the word “achieve” in paragraph 12.2.4 and replace it with the words “have achieved”.

GC 12.3 WARRANTY

.1 Delete the word “The” from the first line of paragraph 12.3.2 and replace it with the words “Subject to paragraph 3.9.1, the”.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

.1 Add new paragraph 13.1.0 as follows:

13.1.0 The *Contractor* shall indemnify and hold harmless the *Consultant*, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to the *Contractor's* performance of the *Contract*, provided such claims are:

.1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and

.2 caused by negligent acts or omissions of the *Contractor* or anyone for whose negligent acts or omissions the *Contractor* is liable, and

.3 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter such period as may be prescribed by any limitation statute or the Province or Territory of the *Place of Work*.

.2 Add the words “13.1.0,” after the word “paragraphs” in paragraph 13.1.3.

END OF SUPPLEMENTARY CONDITIONS

APPENDIX B – SUBMISSION FORM

Refer to Submission Form on the Bidding System at
<https://hastingscounty.bidsandtenders.ca>

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Bidders must provide the required pricing information in the Schedule of Prices (Table(s) in the Submission Form.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- (c) 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 County, 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.

2. Required Pricing Information

Refer to Rates Table(s) in the Submission Form. Unit Prices are to be submitted using the form provided on the Bidding System at <https://hastingscounty.bidsandtenders.ca>.

APPENDIX D – TENDER DETAILS

A. THE DELIVERABLES

This Tender is an invitation by the County of Hastings to prospective bidders to submit bids for **32-Unit Affordable Housing Apartment Building 20 South Street, Trenton ON**, as further described in Appendix E - Drawings & Specifications.

B. MATERIAL DISCLOSURES

1. Project Timelines

Anticipated Start Date	April 1, 2025 or earlier
Substantial Completion Date	October 30, 2026 or earlier
Completion Date	November 30, 2026 or earlier

The selected bidder is expected to carry out the work at such periods and in such a manner as not to cause interference with normal operations and activities.

2. Tender Document

Each bidder shall carefully examine the Site, and all buildings and services thereon, which affect the proper execution of the work, and obtain for themselves a clear and comprehensive knowledge of the existing conditions. Claim(s) for extra payment will not be allowed for work or difficulties encountered due to conditions of the site, which were visible or reasonably inferable or of general public knowledge or determinable by inquiry with relevant authorities prior to the date of submission of bids.

Claims for payment will not be accepted due to failure on the part of the Owner, the Project Manager or their representatives to supply a sub-contractor with all or part of the contract documents, which will have been supplied to the bidder up to the closing date.

3. Evaluation

Proposals that satisfy the Mandatory requirements will be scored based on the evaluation criteria given below.

The contents of the proposal shall address the evaluation criteria outlined in the table below:

1	Experience, Qualifications and Proposed Schedule	40%
2	References	20%
3	Pricing	40%

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form

Each bid must include a Submission Form (on Bidding System) completed by an authorized representative of the bidder.

2. Pricing (Appendix C)

Each bid must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. CCDC 11-2019 Document

A completed CCDC 11-2019 document, signed by the Person(s) authorized to sign on behalf of the Bidder.

4. Bid Security

The bid shall be accompanied by a digital Bid Bond, as approved by the C.C.A. from a licensed Canadian Surety Company made out in favour of the County in the amount of 10% of the bid price. The Bid Bond shall be valid for a period of 90 days from the date of receipt of bids. The cost of the bond will be borne by the bidder.

A digital Agreement to Bond must be included with the bid confirming that if the bidder is successful, the necessary guarantee will be issued as follows:

- Performance Bond in the amount of 50% of the bidders price
- Labour and Material Bond in the amount of 50% of the bidders price

Bidders shall upload both their Digital Bid Bond and Digital Agreement to Bond, to the County's Bidding System in the bid submission file labelled "Bid Bond" and "Agreement to Bond".

All instruction details for accessing authentication should be included with the up-loaded Bonds. Scanned PDF or unverifiable bonds are not acceptable.

Bidders should refer to the e-bonding information on Surety Association of Canada's website. Information at this site includes:

- A list of third parties that provide online surety digital bond services.
- An Industry Checklist which digital Bonds provided should meet.

5. Insurances

5.1 Commercial General Liability Insurance

The policy shall name the County of Hastings as additional insured with limits of not less than Five Million (\$5,000,000) Dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of not more than \$2,500.00. The form of this insurance shall be maintained continuously from commencement of the work until the date of the final certificate of completion of the work and with respect to completed operations coverage for a period of not less than twenty four (24) months from the date of Final Certificate of Completion of work. The County of Hastings reserves the right to ask for higher limits of liability if the exposure so warrants. It is recommended that the three policies be written with the same company. The County may also demand such other insurance coverages as may be reasonable given the nature of the contract.

If the Successful Bidder fails to meet the requirements of this item within the time stipulated by the award of contract, the County of Hastings retains the right to terminate the contract and use the performance security towards damages.

5.2 Owned and Non Owned Automobile Liability Policy

Automobile Vehicle Liability Insurance: In respect of licensed vehicles owned operated or hired shall have limits of not less than Two Million (\$2,000,000) Dollars.

6. Workplace Safety Insurance Board (WSIB)

Provide Workers Compensation Board clearance form.

7. Subcontractors

If the subcontractor required information is applicable to this request there will be reference in the Submission Form for completion.

8. Work Schedule

Respondents shall submit a (proposed) cost-loaded work schedule for the entire project.

D. PRE-CONDITIONS OF AWARD

The following are required by the selected bidder before the contract can be executed for commencement of work. All costs will be borne by the selected bidder.

- **Performance Bond**

Provide in the amount of 50% of the contract sum, in the form approved by the Canadian Construction Association (C.C.A.) made out in favour of the County.

- **Material and Labour Bond**

Provide in the amount of 50% of the contract sum, in the form approved by the Canadian Construction Association (C.C.A.) made out in favour of the County.

- **Insurances**

Provide proof of insurance. The Corporation of the County of Hastings 235 Pinnacle St. Belleville, ON K8N 3A9 must be named as an additional insured with respect to the tender contract, and the policy must contain a cross liability clause, and a thirty (30) day prior notice clause of any cancellation, non-renewal or material change in coverage, terms or conditions. A copy of a valid certificate must be provided for each year of a multi-year contract at least thirty (30) days before the anniversary date.

- **WSIB**

Provide Workers Compensation Board clearance form.

APPENDIX E – SPECIFICATIONS AND DRAWINGS

Refer to the Bidding System at <https://hastingscounty.bidsandtenders.ca>