
PART 1 GENERAL

1.1 General

- .1 Stipulated Price tenders are invited for the supply of all labour, material, equipment, and services to complete the work for the **Whitby Abilities Centre Cafe Interior Alterations 1 Jim Flaherty St. Whitby, Ontario, L1N 0J2** in accordance with the Drawings and Specifications prepared by Barry Bryan Associates.
- .2 Bids from **Invited** General Contractors will be received by **Barry Bryan Associates** before **2:00:00 p.m.** local time on Tuesday, **August 04, 2026**.
- .3 The Tender Documents including the Contract Form (Canadian Standard Form of Agreement between owner and Contractor, Canadian Standard Construction Document CCDC 2, 2020), as amended by the Supplementary General Conditions, the Instructions to Bidders, Specifications, Tender Form, and the Drawings are all complementary and shall be read together.
- .4 A **non- mandatory** pre-bid meeting for Invited General Contractors will take place on Monday, July 27, 2026 at 10.00 am at the Whitby Abilities Centre. Each bidder will have the opportunity to examine the site, all areas and services which may affect the proper execution of the work. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable prior to the date of submission of tenders.
- .5 Only tenders received in accordance with these Instructions from Invited General Contractors will be accepted.
- .6 Each Bidder shall examine the Tender Documents as soon as possible after receipt thereof, and should he discover any errors or omissions therein he shall notify the Consultant as soon as possible so that further instructions and/or Drawings may be issued to all Tenderers before the date set for receiving Tenders.
- .7 Individual drawings, partial sets of drawings and individual sections of the specifications are not available.
- .8 Bidders shall be responsible for the distribution of all Contract Documents and Addenda to all Subcontractors and suppliers.
- .9 No claims for payment will be accepted because of failure on the part of the owner, the Consultant, or their representatives to supply any Subcontractor with all or part of the Contract Documents and Addenda thereto, which will have been supplied to the Bidder up to the closing date.
- .10 The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws which could in any way pertain to the work outlined in the Contract or to the employees of the Contractor. Without limiting the generality of the foregoing, the Contractor shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a supplier, a Constructor and/or Employer with respect to or arising out of the performance of a Contractor's obligations under this contract.
- .11 The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Owner with evidence of:

- .1 Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owner s & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.
 - .1 Such insurance shall add Trinity College School and Barry Bryan Associates as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to Trinity College School and Barry Bryan Associates. The successful contractor shall indemnify and hold Trinity College School and Barry Bryan Associates harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the contractor, their agents, officers, employees or other persons for whom the contractor is legally responsible.
- .2 Automobile Liability Insurance respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.
- .3 The Policies shown above shall not be cancelled unless the Insurer notifies Trinity College School and Barry Bryan Associates in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to Trinity College School.

1.2 Tender Submissions

- .1 The Tender Form, on the forms provided shall be filled in exactly as required.
- .2 Bidders shall complete and return one (1) set of Tender Forms.
- .3 Tenders must be **submitted by email and** clearly identified with the project name, and the name and address of the tenderer.
- .4 Email receipt will be considered as time stamp, late bids will not be accepted.
- .5 Tender Forms shall be completed in a legible manner without alterations or erasures. Incomplete tenders will not be considered.
- .6 Late tenders will not be accepted and will be returned unopened.
- .7 Each Tender shall state the stipulated PRICE for which the Bidder will undertake to carry out all the Work as described and/or shown in the Tender Documents.
- .8 Bidders shall furnish all information requested and fill in all blanks in the Tender Form and should any uncertainty arise as to the proper manner of completing the form, the requisite information will be given by the Consultant.
- .9 Incorporated Companies must attach Corporate Seal and Signatures of proper officers shall be affixed.

.10 All prices shall be "Work completed" prices, and shall be understood to include all material, labour and other expenses including fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned.

.11 It shall be understood that the Stipulated Price shall be open for acceptance and irrevocable for a period of thirty (30) days.

1.3 References

.1 General - The Bidder must, on request, provide references satisfactory to the Owner, demonstrating its ability to perform the work and, if applicable, that of its subcontractors and/or suppliers. The Owner will consider the size, scope, nature and complexity of the Bidder's contract with each reference provided and its comparability with the Owner's requirements.

1.4 References from Other Sources - The Owner may, at its sole discretion, obtain and rely on references from sources other than those provided by the Bidder.

1.5 Owner as its Own Reference - If a Bidder has worked for the Owner in the past, the Owner may, at its sole discretion, consider any and all aspects of the Bidder's performance in determining the Bidder's suitability for contract Award.

1.6 Addenda

.1 Bidders may, during the tendering period, be advised by Addenda of required additions to, deletions from, clarifications to, or alterations in the requirements of the Tender Documents. All such changes shall become an integral part of the Tender Documents and shall be allowed for in the Stipulated Price.

.2 Insert, in the space provided in the Bid Form, the Addenda numbers of all Addenda received during bidding period. If no Addenda have been received, the word "NONE" shall be inserted in the space provided.

.3 Failure to acknowledge addenda shall result in a rejected tender.

1.7 Queries During Bidding Period

.1 All communication from Bidders in respect with this Tender will cease at 12:00 noon on Friday **July 31, 2026**

.2 Address queries regarding Bid Documents during bidding period to:
Barry Bryan Associates
250 Water Street
Suite 201
Whitby, Ontario L1N 0G5
Telephone No: (905) 666-5252
email: nswerdfeger@bba-archeng.com
CC email: jmorton@bba-archeng.com
Attention: Mr. Nick Swerdfeger OAA, MRAIC, M.Arch., B.Arch. Sci.

1.8 Base Bid Tenders

.1 Materials and equipment are specifically described and named in this Specification to establish a standard of materials and workmanship to which the Bidders shall strictly adhere. Where

manufacturer's trade names are used, the Stipulated Price shall be based on the use of such materials and equipment as specified, no substitutions will be allowed.

- .2 Bidders may submit with their tender proposed alternatives based on the use of alternative material equivalent to the materials or equipment specified in quality and performance and provided clearances and dimensions shown on the drawings are maintained. For all such alternative proposals the Bidder shall include supplementary information as follows:
 - .1 Item Specified.
 - .2 Proposed Substitution or Addition including manufacturer's name, supplier's name, and product identification.
 - .3 Change in price if any.
 - .4 A letter including the reason for the proposed substitution and a detailed description of alternative including identification of differences from specified products along with a statement assuming full responsibility that any equipment shall not exceed the space requirements allocated on the drawings. The successful Bidder shall be responsible for any additional design architectural, or engineering costs as may be incurred by the Consultant, and any installation cost resulting from the acceptance of a substitute piece of equipment or product.
 - .5 The Tenderer further agrees to submit product material specifications, samples, technical data, references, or any other supporting documentation upon request, as may be necessary for the owner and Consultant to evaluate any proposed Alternative.
 - .6 Under no circumstances shall the value of an alternative material or equipment be included in the Stipulated Price.
 - .7 Under no circumstances will alternatives submitted after the closing of Tenders be considered.
 - .8 The owner reserves the right to accept or reject proposed alternatives as he sees fit, and also to claim for himself the financial benefit of a substitution, if a substitution is accepted. A rejection by the owner of the proposed alternative is final and the owner does not become obligated to give any reason for his action.
- .3 Electrical Subcontractor:
 - .1 The Stipulated Price shall include the following preferred electrical subcontractor.
McTeague Electric
2100 Forbes St, Whitby, ON L1N 9T3
905 434-2400
Attention: Mr. Doug McTeague
 - .2 Bidders may propose an alternative electrical subcontractor for the Owner's consideration and may include such alternative electrical subcontractor as an ALTERNATE PRICE item in the Bid Form for the Owners Consideration.

1.9 Tenders Not Necessarily Accepted

- .1 The owner reserves the right to:
 - .1 Cancel the Tender at any time prior to acceptance of a bid;
 - .2 Reject any or all bids;
 - .3 Accept the Tender in whole or in part;
 - .4 Reject any tender where satisfactory evidence of sufficient capital, plant capacity and experience to successfully prosecute and complete the work in the specified time, is not furnished by the bidder;
 - .5 Not accept the lowest or any tender.
- .2 Tenders containing escalation clauses will not be considered.

- .3 Without limiting the generality of the foregoing, any tender which is incomplete, illegible, or obscure, or which contains alterations not called for, or irregularities of any kind, may be rejected.
- .4 Should a dispute arise from the terms and conditions of this contract regarding meaning, intent or ambiguity, the decision of the owner shall be final.

1.10 Taxes

- .1 Award of Contract shall be based on the lowest compliant bid EXCLUDING applicable taxes.
- .2 Applicable taxes are to be shown separately.

1.11 Time of the Essence

- .1 Bidders are cautioned that time is of the essence in this Contract and that the ability to complete the Work within the stipulated time period will be one of the factors considered in the award of the Contract.
- .2 Upon commencing work on site, all work must continue until completion without delay or work stoppage unless instructed otherwise by the owner.
- .3 The Contractor shall perform the work on a Monday to Friday basis between the hours of 7:00 am and 6.00 pm, unless otherwise directed by the owner. The owner may require that work be restricted at certain times and will provide a minimum of 3 days written notice of such times.
- .4 The Contractor shall refrain from work on Statutory Holidays recognized by the owner. Under special circumstances, approval may be given for work on Statutory Holidays, at the discretion of the owner. The Contractor will submit written notification at least four (4) days in advance of the Statutory Holiday on which he desires to work, indicating the location and nature of the work to be performed. The Contractor must obtain written permission from the owner authorizing work on a specific Statutory Holiday.
- .5 Work shall be completed in accordance with the following schedule:
 - .1 Commencement Date: August 10th, 2026
 - .2 Substantial Performance Date: September 16th, 2026
 - .3 Total Performance Date: September 22nd, 2026
- .6 The Contractor will be required to provide all labour, material and equipment and direct his subcontractors and suppliers to work the number of shifts and days that are necessary to meet the owner 's schedule.
- .7 Bidders shall allow in their Stipulated Price for all premium time and other costs as necessary to meet the required completion date.

1.12 Execute Contract

- .1 The Successful Bidder shall execute the Contract Documents within ten (10) calendar days of receipt of notification of Acceptance of Tender from the owner.
- .2 The Successful Bidder shall commence the Work at the site within three (3) calendar days of receipt of Notification to Commence Work and complete all construction to the satisfaction of the owner and the Consultant according to the schedule indicated in Article 1.8.

- .3 Failure by the Successful Bidder to meet the above requirements will entitle the owner to cancel the award of the Contract. The owner may then award the Contract to one of the other bidders or to take such other action as he chooses.\

1.13 Completion Security

- .1 The successful Contractor shall provide a Performance Bond, and a Labour and Materials Payment Bond, each in an amount equal to 50% of the total contract sum as accepted, to guarantee his faithful performance of this Contract and his fulfilment of all obligations in respect of payment for labour and materials used on this work. Bonds shall be issued by a Guarantee Surety Company, licensed to issue such instruments in the Province of Ontario, having been properly executed and in other respects acceptable to the owner.
- .2 An "Agreement to Bond" from a surety acceptable to the owner, ensuring that a Performance Bond and/or Labour and Materials Payment Bond can be supplied constitutes part of the Tender and must be completed, duly signed, and executed, and returned with the Tender in the enclosed envelope. Failure to provide the required Agreement to Bond Form will result in rejection of the bid.

1.14 Workplace Safety and Insurance Board

- .1 The Contractor will be required to submit to the owner a statement from the Workplace Safety & Insurance Board, that all assessments the Contractor is liable to pay under the Act or successor legislation have been paid. Such statement or Certificate of Clearance shall be provided prior to the issuance of the Contractor's last payment and at any other time when requested to do so.

1.15 Procedures to be Used if the Tender Exceeds Owner's Budget

- .1 The procedures recommended in CCDC Document 23 will be used.
- .2 In the event that all Bids received exceed the owner's budget, the owner will negotiate changes in the scope of the work with the bidder submitting the lowest acceptable Bid. When the negotiations result in a Contract Price acceptable to both parties, no re-bidding of the project is necessary, and the Contract should be awarded at the negotiated price.
- .3 If negotiations fail to produce a Contract Price acceptable to both parties, or if, in the first instance, the changes contemplated result in a value in excess of 15%, the Bid Documents may be amended and invitations to re-bid be restricted to the three (3) lowest acceptable Bids on the original Bid Call.

1.16 Cash Allowances

- .1 Include in the Stipulated Price, the following cash allowances:
- .1 Independent inspection and testing
- .2 Supply only of Finishing Hardware (excluding door operators)
- .3 **TOTAL CASH ALLOWANCES** \$ **10,000.00**

End of Section