# Niagara College

## Parking Lot Reconstruction – Niagara on the Lake Campus

135 Taylor Road,
Niagara on the Lake, Ontario L0S 1J0

## Request for Bids:

Issued: **March 11, 2019**

Site Visit: **March 19, 2019**

Submission Deadline: **April 2, 2019**

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| | |
|---|---|
| 1.0 Project Title | Niagara College Niagara-on-the-Lake Campus, Parking Lot Reconstruction |
| 2.0 Owner | Niagara College<br>100 Niagara College Boulevard, Welland, Ontario L3C 7L3 |

3.0 Consultants

| | |
|---|---|
| 3.1 Civil<br>(Contract Administrator) | Urban and Environmental Management Inc.<br>Steve Brant, P. Eng.<br>4701 St. Clair Avenue, Suite 301<br>Niagara Falls, Ontario L2E 3S9 |

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## Part 1 BID CALL

### 1.1 GENERAL INFORMATION

Since opening its doors in 1967 in Welland and expanding into other parts of Niagara, Niagara College has grown to become a leader in education and training and one of the most enterprising colleges in Canada

Niagara College is also recognized as a leader in student satisfaction, consistently ranking among the top colleges in Ontario in this area according to annual Key Performance Indicator surveys mandated by the province of Ontario. The survey also gives Niagara College high marks in graduate employment rate, graduate satisfaction and employer satisfaction.

Niagara College has an enrolment of more than 9,000 full-time students and more than 15,000 Continuing Education registrants annually. The College offers more than 100 postsecondary diploma and post-graduate certificate programs, skills and apprenticeship training programs, and two bachelor's degree programs: International Commerce and Global Development, and Hospitality Operations Management.

Niagara College operates from two campus locations. The Welland Campus, set on 100 acres of green space, is home to programs in technology, skilled trades, broadcasting, communications, health and community, policing and public safety, and automotive. The Welland Campus is also home to the Niagara Centre YMCA, the Children's Safety Village, and a Niagara Regional Police training centre.

The Niagara-on-the-Lake Campus provides state-of-the-art facilities and 'living labs' for our environmental, horticulture, hospitality and tourism, and business programs. The Niagara-on-the-Lake Campus is also home to the Wine Visitor + Education Centre and the award-winning Niagara College Teaching Winery as well as the Niagara College Teaching Brewery — the first commercial teaching facilities of their kind in Canada — all of which are part of the College's Canadian Food and Wine Institute.

Niagara College is also a leader in applied research, which helps companies innovate and create new products and processes. Niagara College's applied research activities support economic development locally and beyond, and provide students and graduates with significant opportunities to put their skills and knowledge to work with industry partners.

Learn more about Niagara College at **niagaracollege.ca**

## 1.2 INVITATION TO BIDDERS

.1 Niagara College of Applied Arts and Technology (the "College") invites experienced and qualified bidders to submit bids for the Parking Lot Reconstruction located on the Niagara-on the-Lake Campus (the "Project").

.2 Bidders must submit a total stipulated price (the "Bid Price") including a List of Unit Prices (Appendix A – Bid Form) for the performance of all Work, as described in the Bid Documents, within the time period for completion.

.3 In reviewing bids and determining the successful bidder, the College will consider both the Bid Price and the bidder's experience and qualifications. All compliant bids will be evaluated in accordance with the two-stage process described in Part 3 of these Instructions to Bidders.

## 1.3 COLLEGE CONTACT PERSON

.1 For the purposes of this procurement process, the "College Contact" is:

Mr. Mike Pasquale
Manager, Procurement
Niagara College of Applied Arts and Technology
Purchasing Department, Room S218
100 Niagara College Boulevard
Welland, Ontario, L3C 7L3

Phone Number: 905-735-2211 Ext. 7580

E-mail Address: **mpasquale@niagaracollege.ca**

.2 Bidders and their representatives are not permitted to contact any other employees, officers, board members, agents, consultants or representatives of the College in respect of matters concerning this process.

## 1.4 DEFINITIONS

.1 **Agreement** means the Agreement to be entered into between the Owner and the Contractor using the Niagara Region Standard Contract as described in the Draft Form of Agreement.

.2 **Bidder** and the terms Respondent, Proponent and Tenderer are synonymous. The terms Successful Proponent, Successful Bidder, Successful Respondent and Successful Tenderer, are also intended to be synonymous and are intended to refer to the proponent whose submission has resulted in its being awarded a contract with Niagara College.

.3 **Bid Documents** means all of the documents listed in Section 00, including these Instructions to Bidders and inclusive of any addendum issued during the tender period.

.4 **Bid Price** means the total stipulated price submitted by the bidder on the front page of the Bid Form.

.5 **Blackout Date(s)** are dates when construction or construction related activities, e.g. excavation, repair, landscaping, cleaning, etc are not to take place on college campuses. These dates typically fall on or around college events such as convocation, special catered events, student orientation/open houses, and other events as provided by the college. Due to the reputational risk to the college associated with these events, mitigation of disruption may not be an option and all operations are to be suspended. Blackout dates shall be communicated to contractor(s) no later than 30 days prior to the event.

.6 **College** means Niagara College of Applied Arts and Technology, also referred to as the Owner

.7 **College Contact** means the individual identified in Section 1.3 of these Instructions to Bidders.

.8 **Contract Adminstrator** means the individual or firm identified by the College to in Section 01 of this Tender.

.9 **Contractor** means the successful bidder that enters into the Agreement with the Owner

.10 **Day or days** mean calendar days, including Saturday, Sunday and holidays unless explicitly labelled as working days(s) or business days.

.11 **Holiday(s)** means statutory holidays observed in the Province of Ontario, such as New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.

.12 **Owner** means Niagara College of Applied Arts and Technology, also referred to as College.

.13 **Project** means the Niagara College Parking Lot Reconstrcution, Niagara-on the-Lake Campus, Project No: 2019-47, as described in the Bid Documents.

.14 **Submission Deadline** means the deadline for the submission of bids, as identified in Section 2.2 of these Instructions to Bidders.

.15 **Work** means the total construction and related services required by the Bid Documents.

.16 **Working Day(s) or Business Day(s)** means the days of the week from Monday to Friday not including Saturday, Sunday or Holidays.

**1.5** **DOCUMENT AVAILABILITY**

.1 Bid Documents may be obtained from:

https://www.niagaracollege.ca/purchasing/requests-for-tender/

.2 Bid Documents have been made available for viewing through the Niagara Construction Association.

.3 Bid Documents are made available only for the purpose of bidding on this project and shall not be used for any other purposes.

## 1.6 DOCUMENT EXAMINATION

.1 Upon receipt of Bid Documents bidders must verify that Bid Documents are complete and notify the College Contact immediately should the Bid Documents be incomplete.

.2 Bidders must immediately notify the College Contact of any discrepancies, ambiguities or omissions in the Bid Documents. It is the bidder's responsibility to seek clarification on any matter it considers unclear. The College shall not be responsible for any misunderstanding on the part of the bidder concerning the Bid Documents.

## 1.7 BIDDER'S QUESTIONS AND ADDENDA

.1 Bidders must direct all questions or requests for clarification to the College Contact.

.2 Bidder's questions must be submitted in writing by email to the College Contact no later than **3:00:00 pm on Thursday, March 21, 2019.** The reply will be in the form of an addendum. All addenda shall be posted to the Niagara College website:

https://www.niagaracollege.ca/purchasing/requests-for-tender/

Bidders are asked to submit questions in the following format:

| **Bidder's Name, Contact Information (email, telephone number, etc)** | |
|---|---|
| Section Reference | Question |
| | |

.3 The last day to issue addenda will be **Wednesday, March 27, 2019**. If the College determines that it is necessary to issue an addendum after this date, the Submission Deadline will be extended for a reasonable period of time.

.4 All addenda become part of the Bid Documents and any modifications or additions to the Bid Documents must be taken into account and reflected in the Bid Price.

.5 Verbal answers are not binding.

## 1.8 BIDDERS BRIEFING AND SITE VISIT

.1 A bidders briefing and site visit has been scheduled for:

**Date:** **Tuesday, March 19, 2019**
**Time:** **8:30:00 a.m.**
**Location:** **Niagara College of Applied Arts and Technology**
**Niagara-on-the-Lake Campus**
**Room: W213-4**
**135 Taylor Road, Niagara-on-the-Lake, Ontario L0S 1J0**

.2 It is not mandatory, however highly recommended that all bidders attend the bidders briefing and site visit. Major subcontractors are invited and encouraged to attend.

## Part 2 BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

### 2.1 BID SUBMISSION LOCATION

.1 Bids prepared in hard copy must be delivered to the Sumbission Location and addressed to:

Mr. Mike Pasquale
Manager, Procurement
Niagara College of Applied Arts and Technology
Purchasing Department, Room S218
100 Niagara College Boulevard
Welland, Ontario, L3C 7L3

.2 Responsibility rests solely with the bidder to ensure that its bid is delivered to the exact location set out above on or before the Submission Deadline set out below. The College does not accept any responsibility for bids delivered to any other location.

.3 Bidders may send their submission by **email** to the College Contact Person.

### 2.2 BID SUBMISSION DEADLINE

.1 Bids must be received on or before **03:00:00 p.m. local time on Tuesday April 2, 2018**.

.2 For the purposes of the Tender process, the determination of whether the Bid is submitted on or before the Submission Deadline shall be based on:

i. The time piece at the Submission Location for receiving Bids in hard copy.

ii. The exact time and date of the email received by the College Contact.

.3 Bids received after the Submission Deadline will be rejected and will be returned to the bidder unopened.

### 2.3 BID SUBMISSION REQUIREMENTS

.1 Bidders must submit all items set out below, clearly marked with project name and number and the full legal name of the bidder.

.2 One (1) original of the following:

i. **Project Experience Forms**

The bid must include Project Experience Form(s), as attached in Schedule 1 of the Bid Documents. Bidders must include details of a minimum of three (3) and no more than five (5) projects completed within the last 5 years, which are similar in scope and value as the Project described in the Bid Documents.

ii. **Key Staff**

Bids must identify the bidder's key staff that will be assigned this project including their experience and qualifications on projects similar in scope.

.3 One (1) original of the following:

i. **Bid Security**

The bid must include a bid security deposit in the form of a certified cheque, bank draft or a bid bond, in the amount of $300,000 of the Bid Price made payable to Niagara College Canada. Bid security deposits in the form of bid bonds must be issued by surety company licensed to do business in the province of Ontario. No interest will be paid for deposits retained and/or cashed by the College, and bidders are deemed to have made due allowances for this requirement in their Bid Price.

ii. **Bid Form**

The bid must include the Bid Form (Section 04 Bid Form – Stipulated Price) completed in full and signed by an authorized representative of the bidder.

iii. **Appendices to Bid Form**

The bid must include Appendix A to the Bid Form completed in full according to the instructions contained in the Appendices and Bid Documents. Please also inclue Labour and Equipment Rates.

## 2.4 WITHDRAWAL OR AMENDMENT OF SUBMITTED BIDS

.1 Bidders may withdraw submitted bids prior the Submission Deadline. To withdraw a bid, a written notice of withdrawal must be sent to the College Contact prior to the Submission Deadline and must be signed by an authorized representative of the bidder. Withdrawn bids will be returned to the bidder unopened.

.2 To amend a submitted bid, the bidder must withdraw the submitted bid in accordance with the above and submit a new bid prior to the Submission Deadline in accordance with all bid submission instructions set out above.

## 2.5 BIDS IRREVOCABLE AFTER SUBMISSION DEADLINE

.1 Bids shall be irrevocable and remain open for acceptance for a period of sixty (60) calendar days from the Submission Deadline.

## 2.6 BID OPENING

.1 Bids will not be opened publicly and bidder's names and Bid Prices will not be publicly announced or published.

## 2.7 STORAGE AND DISCLOSURE OF BIDS

.1 Except as otherwise provided in these Instructions to Bidders, all bids and any supporting materials submitted to the College will be retained by the College. Material will be stored in an appropriate manner for seven years at

which time it will be disposed in the appropriate method, as determined by the College.

.2 The College's practice is to release only the name and Bid Price of the successful bidder after the selection and award process is completed and the Agreement is executed. The College intends to keep all other details of all bids, including the successful bid, confidential, subject to its disclosure requirements under the Freedom of information and Protection of Privacy Act or any other disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the College. If a bidder has any questions about the collection and use of information in its bid, questions are to be submitted to the College Contact.

## Part 3 REVIEW OF BIDS AND SELECTION OF BIDDER

### 3.1 NON-COMPLIANT, INCOMPLETE OR QUALIFIED BIDS

.1 Subject to the College's reserved rights, bids that are unsigned, illegible, incomplete or otherwise non-compliant with the bid submission requirements set out in Section 2.3 may be rejected and not given any further consideration.

.2 Any bids which contain qualifying conditions, variations or statements that are inconsistent with the terms or requirements of the Bid Documents may be rejected. If the bid is not rejected, the provisions of the Bid Documents are deemed to be accepted by the bidder and will prevail over any qualifying conditions, variations or inconsistent statements in the bid.

### 3.2 SUBCONTRACTORS

.1 The College reserves the right to reject a proposed subcontractor for reasonable cause. If the College rejects a proposed subcontractor, the bidder will have the following two options:

(a) The bidder may replace the rejected subcontractor with a subcontractor acceptable to the College; however, no modification to the Bid Price will be permitted; or

(b) The bidder may withdraw its bid without penalty.

### 3.3 EVALUATION OF COMPLIANT BIDS

.1 Bids will be reviewed, evaluated and scored in two stages:

.2 In Stage I, the College will evaluate each compliant bid on the basis of the rated criteria set out in the chart below. Bidders who do not meet the minimum threshold score of 75% or 22.5 out of 30 will not proceed to Stage II and their bids will not be considered further.

| **Rated Criteria** | **Weighting (Points)** |
|---|---|
| **Experience and Qualifications**<br><br>Project Experience Forms and References, please include:<br><br>• Minimum of 3 projects within the last 5 years<br>• Details about the projects that may be similar in scope and value to this project, e.g. Storm Water Management Systems, reusing site materials, asphalt work, traffic planning, pedestrian traffic<br>• Familiarity with the Ontario Provivical Standard Specifications (OPSS)<br>• Evidence of collaboration with owners and consultants throughout the project and as challenges arise, e.g. phasing work, meet timelines, adequate resources (staffing and equipment)<br>• Experience with Sub-trades<br>• Minimize interference with owner's normal business activities, e.g. College continues to offer classes, etc.<br>• References may be contacted to verify the information provided in your Project Experience Forms.<br>• Staff assigned to the projects<br><br>• References may be requested to comment on the Bidder's performance on past projects with respect to collaboration, communication, contract administration, site supervision, quality of work, attitude and cooperation and compliance with the schedule.<br><br>• In scoring the bidder's experience and qualifications, the College may consider the information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with the College or other institutions. | 20 |
| Bidder's Key Staff (Site Supervisors), please include:<br>• Relevant experience and qualifications (e.g. CV, Resume, etc)<br>• Handling of concerns and other worksite challenges<br>• Dedicated/available to the project<br>• Resource and schedule management to meet objectives and timelines. | 10 |
| **Stage I Score** | **30** |

.3 In Stage II, the College will evaluate the Bid Prices submitted by bidders that have achieved the minimum threshold in Stage I.

**3.4 SELECTION OF BIDDER**

.1 Subject to the College's reserved rights, the compliant bidder that meets the minimum threshold of 75% or 22.5 out of 30 in Stage I and submits the lowest

Stipulated Bid Price in Stage II will be selected to enter into the Agreement. In the event of a tie, the selected bidder will be the bidder with the highest Stage I score.

.2 The College will issue a written notice of selection to the selected bidder.

## 3.5 EXECUTION OF AGREEMENT AND ASSOCIATED DOCUMENTS

.1 The selected bidder shall execute the Agreement and submit all of the following documents within ten (10) working days of notice of selection:

i. **Performance and Payment Bonds**

A Performance Bond and a Labour and Materials Payment Bond, each in the amount of 50% of the Bid Price and including a one (1) year warranty period.

ii. **WSIB Certificate**

A copy of the WSIB Certificate of Clearance for the Project.

iii. **Proof of Insurance**

Certificates of insurance specific and exclusive to this Project, in a form and with an insurance company acceptable to the College, for the following insurance policies:

(1) Commercial General Liability of FIVE MILLION DOLLARS ($5,000,000.00) (IBC2100 or as amended), with

(a) Niagara College added as an additional insured;
(b) Provisions for cross-liability and severability of interest as between the successful bidder and Niagara College;
(c) Not less than THIRTY (30) day's prior written notice to the College of any cancellation, termination, expiry or amendment of or change or revision to the policy, and

(2) Standard Automobile Liability of FIVE MILLION DOLLARS ($5,000,000.00) with a deductible amount not to exceed $5,000.00 per occurrence.

(3) Pollution Liability Insurance in the joint names of the Contractor and the Owner with limits of not less than $5 million per occurrence, an aggregate limit of not less than $5 million within any policy year, and a deductible not exceeding $5,000, such insurance to be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work.

iii. **Health and Safety Policy**

A detailed description of the Bidder's Health and Safety policy. This information may be submitted in an electronic version on a compact Disc (CD) or memory (flash) drive.

.2 In addition to all other remedies available to the College, if a selected bidder

fails to execute the Agreement and submit all required documents within ten (10) working days of notice of selection, the College may, in its sole and absolute discretion and without incurring any liability, retain the selected bidder's bid security and proceed with the selection of another bidder. This provision is solely for the benefit of the College and may be waived by the College in its sole and absolute discretion.

## 3.6 NOTIFICATION OF OTHER BIDDERS

.1 Once the Agreement is executed by the College and a selected bidder, the other bidders will be notified of the outcome and their bid security deposits will be returned.

## 3.7 COLLEGE'S RESERVED RIGHTS

.1 In addition to any other express rights or any other rights that may be implied in the circumstances, the College reserves the rights to:

.1 request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate the bidder's response to that request for clarification into the bidder's bid;

.2 waive formalities and accept bids that substantially comply with these Instructions to Bidders;

.3 verify with any bidder or with a third party any information set out in a bid;

.4 disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;

.5 disqualify any bidder who has engaged in illegal or unethical bidding practices or in any conduct prohibited by these Instructions to Bidders;

.6 make changes, including substantial changes, to the Bid Documents provided that those changes are issued by way of addenda to all bidders;

.7 cancel this bidding process at any stage;

.8 select a bidder other than the bidder whose bid price reflects the lowest cost to the College;

.9 accept any combination of the bid in whole, the "Bid Price", or in part, with or without any separate price(s) requested as part of the Work;

.10 reject any or all bids; or.

.11 Schedule Blackout Date(s) during the construction period.

## 3.8 LIMITATION OF LIABILITY AND GOVERNING LAW

.1 By submitting a bid, each bidder agrees that neither the College nor any of it employees, officers, board members, agents, advisors or representatives will be liable, under any circumstances, for any claim arising out of this bidding process including but not limited to costs of preparation of the bid, loss of

profits, loss of opportunity or for any other claim; and the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the College's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

.2 The rules of the bidding process are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

END OF SECTION

Part 1 General

1.1 BID INFORMATION
1.2 OFFER
1.3 ACCEPTANCE
1.4 APPENDICES
1.5 ADDENDA
1.6 BID FORM SIGNATURE

Appendix A – Bid Form (Excel Worksheet)

## 1.1 BID INFORMATION

Full Legal Name of Bidder: _____

Address: _____

_____

Bidder Contact Name and Title: _____

Bidder Contact Phone Number: _____

Bidder Contact Email Address: _____

Bid Submitted To: Niagara College of Applied Arts and Technology (the "Owner")

Project: Niagara College
Niagara-on-the-Lake Campus
Parking Lot Reconstruction
Project No: 2019-47

**1.2 OFFER**

.1 Having examined the Place of the Work and the Bid Documents for the above-mentioned project, including all matters referred to in the Instructions to Bidders and the Bid Documents, the Bidder hereby offers to perform the Work in accordance with Bid Documents for the total stipulated price (the "Bid Price") of:

| | |
|---|---|
| Total Stipulated Price – From Appendix A – Bid Form (Excel): | $ |

.2 All prices are to be shown in Canadian Dollars.

.3 Applicable federal and provincial taxes (HST) are excluded from the Bid Price.

**1.3 ACCEPTANCE**

.1 This offer shall be open to acceptance and is irrevocable for sixty (60) calendar days Submission Deadline.

.2 If this Bid is accepted by the Owner within the time period stated above, the Bidder will:

.1 Execute the Agreement within ten (10) working days of receipt of the form of agreement.

.2 Furnish the required bonds within ten (10) working days of receipt of the Agreement in the form described in the Instruction to Bidders, General Conditions, Special Provisions, Supplementary Special Provisions and the Supplementary Conditions, etc, the Bid Documents.

.3 Furnish the required Proof of Insurnaces, WSIB Clearance, and the Health and Safety Policies

.4 Commence work immediately after execution of the Agreement and proceed continuously to the completion and complete all the work by September 1, 2019.

.5 Make available a minimum of 800 parking spaces campus wide (a minimum of 358 spaces in the construction area) during construction until September 1, 2019.

.3 If this Bid is accepted within the time stated herein, and we fail to execute the Agreement or we fail to provide the required Bond(s), the security deposit shall be forfeited to the Owner.

.4 In the event our Bid is not accepted within the time stated above, the required security shall be returned to the undersigned, in accordance with the provisions in the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## 1.4 APPENDICES

.1 A list of prices (Excel Worksheet) is appended hereto and identified as 'Appendix A'.

.2 Also included as an appendix to the Bid Form are the following:

i. A list of Labour and Rates including all Contractor Staff that will be working on the Project and the Labour Rates for each staff including all mark-ups.

ii. A list of Equipment and Rates including all Equipment (owned and rental) and Equipment Rates including all mark-ups.

## 1.5 ADDENDA

.1 The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and any costs associated with the modifications are included in the Bid Price.

**List addenda below:**

.1 Addendum # _____ Dated: _____
Addendum # _____ Dated: _____
Addendum # _____ Dated: _____
Addendum # _____ Dated: _____
Addendum # _____ Dated: _____

## 1.6 BID FORM SIGNATURE

.1 Signatures:

Signed, sealed and submitted for and on behalf of:

Bidder Name: _____

By the Bidder's authorized representative(s):

_____

Signature of Bidder Representative:

_____

Name and Title of Bidder Representative

_____

Signature of Bidder Representative:

_____

Name and Title of Bidder Representative

I/We have the authority to bind the bidder.

And witnessed by:

Witness: _____

Dated at _____, this _____ day of _____, 2019

**Bidders Check List**

One original of the following:

- ☐ Project Experience Forms with References
- ☐ Key personnel experience and qualifications

One original of the following:

- ☐ Bid Form - Stipulated Price, with Bid Information, Offer, Addenda Acknowledgement and Signatures
- ☐ Appendix A – Bid Form, Labour Rates, and Equipment Rates
- ☐ Bid Security

Bidders should check off, e.g. ☒, items to verify that documents and/or information have been attached and/or included.

**Appendix A – Bid Form (List of Prices):**

The List of Prices (Excel Worksheet) referred to in the Bid Form, is attached as Appendix A. This Appendix is an integral part of the Bid Form submitted by:

(Bidder) _____

The Bidder submits the List of Prices as an Excel Worksheet for specific portions of the Work as listed on Appendix A and as may be further described in other sections of the Bid Documents. The Bidder acknowledges and agrees that the List of Prices are submitted, in accordance with the following:

1. The quantities shown on Appendix A – List of Prices are estimates only and are for the sole purpose of indicating to Bidders the general magnitude of the work. For any work done or materials supplied on the unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.
2. The List of Prices will apply to authorized variations to the Contract Documents.
3. The List of Prices shall be based on the units of measurement described and shall include all costs associated with and incidental to the performance of the unit of work, except for HST.
4. The List of Prices shall apply only to the net change in quantities for each unit of work for each authorized variation to the work, provided that the instructions to change the quantities have been given before the start of applicable work and/or ordering of equipment.
5. After the applicable work has started, the List of Prices shall apply only to new work without any credit or deduction for the work already completed. Work completed and to be removed to accommodate new work shall be paid for as described in Changes in the Work in the General Conditions on a lump sum or by cost and fixed or percentage fee basis.
6. The List of Prices will not be considered by the Owner in determining the lowest bidder.

END OF BID FORM - STIPULATED PRICE DOCUMENT

Part 1 General

1.1 GENERAL CONDITIONS
1.2 STANDARD SPECIFICATIONS
1.3 SUPPLEMENTARY CONDITIONS

Part 1 General

1.1 GENERAL CONDITIONS AND STANDARD SPECIFICATIONS

.1 Appendix B - Ontario Provincial Standards for Roads and Public Works - General Conditions of Contract
.2 Schedule 2 – Schedule of OPSS and OPSD
.3 Ontario Provincial Standards Specifications (OPSS) – **Not Supplied**

1.2 STANDARD SPECIFICATIONS

.1 Appendix C - Niagara Peninsula Standard Contract Document - Special Provisions - General
.2 Appendix D - Niagara Peninsula Standard Contract Document - Special Provisions - Contract

1.3 SUPPLEMENTARY CONDITIONS

.1 Refer to Section 06 - Supplementary Conditions for amendments to these General Conditions.

END OF SECTION

# Supplementary Conditions

**AMENDMENTS TO THE APPLICABLE DOCUMENTS and SUPPLEMENTARY CONDITIONS:**

**Ontario Provincial Standards for Roads and Public Works - General Conditions of Contract (Appendix B), subject to the following:**

1. GC 4.05.01, Please change 14 days to 10 days.

2. GC 6.03, Contractor's Insurance, shall be amended to include Special Provisions – General, Item G1, Execution of Contract (Appendix C).

3. GC 7.02, Layout, shall be amended to include the relevant clause under Special Provisions – Contract, Item A4 (Appendix D).

4. GC 7.13, Obstructions, shall be amended to include Special Provisions – General, Item G21 (Appendix C).

5. GC 7.16, Warranty, shall also include the following subsection:

   04) The Contractor shall correct any defects or deficiencies in the work within twelve (12) hours (or any time stipulated) of having received written notice from the Contract Administrator to do so. Should the Contractor fail to correct the defects or deficiencies within the time stipulated, or if the defect or deficiency, in the opinion of the Contract Administrator, becomes emergency in nature, the Owner will undertake the necessary corrections and the Owner's costs in this respect shall become the responsibility of the Contractor.

6. GC 8.02.03.01.02, Please add:
   g) Owner's Purchase Order number (P.O.)
   h) Project Name and Number
   i) Date of Payment Certificate

7. GC 8.02.04.05
   .01 shall be revised to the following:

   The Owner shall pay the Contractor for Material used on each Time and Material project at 115% of the Cost of the Material up to $3,000, then at 110% of any portion of the Cost of Material in excess of $3,000.

8. GC 8.02.04.09 Submission of Invoices, statement below to be extended from current sub-section .01).

   …. All labour rates submitted are to be validated by the firm's accountant, licensed to practice in the Province of Ontario, and bearing any of the designations such as CGA, CMA or CA.

8. GC 8.02.09, Please delete this item.

9. Please add the following:
**Section GC 9.0 – Limitation of Liability**

GC 9.01

.01 The remedies, recourse or rights of the Contractor shall be limited to the College and to the right, title and interest owned by the College in and to all of its personal property, whether now existing or hereinafter arising or acquired from time to time. The Contractor unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this Agreement, and agrees that it shall have no remedies, recourse or rights in respect of this Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the College and its assets.

.02 The College's maximum aggregate liability for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, tort, strict liability, statute or otherwise shall not exceed the total contract value. The limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances. The Contractor acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

.03 In no event shall the College be liable for any indirect, special, punitive or consequential damages related in any way to this agreement and/or the provision of services, regardless of the legal theory upon which any such damage claim is based, even upon the fault, tort (including negligence), breach of contract, statute, regulation, or any other theory of law or breach of warranty by, or strict liability of, the College. This exclusion applies even if the College has been advised of the possibility of such damages in advance and even if any available remedy fails of its essential purpose except to the extent caused by willful misconduct of the College.

.04 The provisions of this Section 9.01 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

**Niagara Peninsula Standard Contract Document - Special Provisions – General, (Appendix C), subject to the following:**

G1. Execution of Contract - Please change 14 days to 10 days.

G1(a). Please delete the following: “A Performance Bond and Labour and Material Payment Bond for 100% of the Contract amount” and replace with the following: “A Performance Bond and a Labour and Materials Payment Bond, each in the amount of 50% of the Bid Price”

G2. Failure to Execute Contract - Please change 14 days to 10 days.

G3. Commencement and Completion - Please change 7 days to 10 days.

G4. Please delete the word “local”.

G4. Please delete the 2nd paragraph and replace it with the following: “The Contractor is requested to hire or employee labour that is legally eligible to work in the province of Ontario, is physically fit and properly qualified by training and experience to meet the Contractor's requirements. The foregoing shall not apply to supervisory staff, major equipment operators, nor shall it apply until ten days after the Contractor has actually commenced operation.”

G16(d). Please delete this item.

G29. Please delete, bidders are referred to 3.4.1 on the Instruction to Bidders.

END OF SECTION

Part 1 General

1.1 DRAWING LIST

.1 Refer to Schedule 3 – Schedule of Drawings for full drawing list and Appendix E and Appendix F for the drawings.

END OF SECTION

Part 1 General

1.1 SUPPLEMENTARY SPECIAL PROVISIONS

.1 Refer to Appendix G for Supplementary Special Provisions for the Niagara College Parking Lot Reconstruction project

END OF SECTION

Part 1 General

The geotechnical investigation and supporting data is provided for information only and represents the considered opinion and findings of the firm which undertook the work. The Owner does not take responsibility for the accuracy of the information and provides it for consideration by tenderers.

1.1 APPENDICES TO THE CONTRACT

.1 Soil-Mat Engineers & Consultants Inc., – Geotechnical Investigation Proposed Parking Lot Reconstruction Project (June 22, 2015)

.2 Niagara Soil-Mat Engineers & Consultants Inc. – Geotechnical Investigation Proposed Agri-Business Centre Agricultural Yard (June 27, 2017)

.3 Soil-Mat Engineers & Consultants Inc. – Environmental Soil Testing East Parking Lot (June 12, 2018)

.4 Niagara Escarpment Commission, Notice of Decision

END OF SECTION