



LBE group inc.

Addendum #1

Project Name: City of Kenora North Hamilton Lift Station Piping Replacement	LBE Project No.: 23070	Date Issued: July 16, 2024
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ITEM	Evaluation	
1	Question:	Is schedule 10 stainless steel pipe acceptable in place of carbon steel pipe?
	Response:	Provide bid based on schedule 80 carbon steel pipe with surface treatment as specified.
2	Question:	Confirm pump P-2 is to be removed and not reinstalled, leaving the station with two pumps rather than three pumps upon completion.
	Response:	Pump P-2 is currently not installed in the lift station. Pumps P-1 and P-3 shall be removed for the duration of work and reinstalled upon completion. The replacement of the piping and pump base for the future installation of pump P-2 shall be included in the scope.
3	Question:	During the site visit, the City noted they have some photos from other work at this station, can these photos be provided?
	Response:	Please see enclosed photos of previous works.
4	Question:	During the site visit, the City noted they would pump out the existing chamber for the contractor upon commencement of the work. Can this be confirmed in writing?
	Response:	The City will clean the station to the best of its abilities prior to the commencement of work in the station.
5	Question:	The bid form provides space for contractors to identify the project duration, but is there a firm completion date by which the project must be done?
	Response:	The project shall be substantially complete by October 31, 2024.
6	Question:	What is the diameter of the water main adjacent to the proposed valve chamber?
	Response:	The water main is 8" diameter and continues the length of the laneway.

7	Question:	Does the Owner have any geotechnical information for this site? Specifically, where the new valve chamber is being constructed.
	Response:	A geotechnical study has not been completed for the site. Excavations that have been completed by the City in the area of the lift station are backfilled with pit run.
8	Question:	Page 12 of the RFT mentions that bonds and insurance shall be provided with the tender 'as specified', but there is no verbiage elsewhere regarding bonding requirements. Please advise what bonds are required with the submission of this tender.
	Response:	Bonding is required. A 50% performance bond and a 50% labour and material bond shall be provided. An updated bid form that includes a line item for bonding is enclosed.
9	Question:	Is it possible to revise the Instructions to Bidders section to allow email tender submissions?
	Response:	Email tender submissions shall be accepted but must be addressed to the City Clerk Heather Pihulak: hpihulak@kenora.ca . Due to the nature of email submissions, the tenders may not be publicly available immediately after opening.
10	Question:	We are not getting a response from our suppliers on the specified valve and check valve. Are alternates acceptable?
	Response:	Provide bid based on the specified equipment. Alternates as required by availability of the product will be considered during the shop drawing review phase.

END OF ADDENDUM

Enclosed: Site photos, Revised Bid Form, Revised Instructions to Bidders













NOTE TO BIDDER: SUBMIT ONE COMPLETED SECTION 00 02 00 WITH THE TENDER SUBMISSION

TO: City of Kenora
60 Fourteenth St N
Kenora, ON P9N 4M9
Attn: Mike Derouard

RE: City of Kenora
North Hamilton Lift Station Piping Replacement

FOR THE SCOPE OF WORK OUTLINED IN:

RFT #23070
City of Kenora
North Hamilton Lift Station Piping Replacement
Issued for Tender: June 26, 2024

1.1 BIDDER

Legal name of bidder: _____

Mailing address: _____

Telephone: _____

Fax: _____

Email: _____

1.2 BID PRICE

We have reviewed the information provided in the tender documents and all addenda. In addition, we have completed a site visit and fully understand what is required to complete the work. As such, we agree to complete the required scope of work as outlined in the Tender Documents for the stipulated price (excluding applicable taxes) of:

_____(\$ _____) Canadian Dollars plus applicable taxes

and agree to enter into a contract with the Owner in accordance with CCDC 2 “Stipulated Price Contract (2020)” documents.

Price Breakdown

Item	Materials	Labour
Site Security		
Bypass Pumping		
Civil		
Demolition		
Mechanical		
Electrical		
Testing and Commissioning		
Closeout		
Bonding		
Sub-total		
HST (13%)		
Total		

1.3 SCHEDULE

- .1 Work will commence within 21 calendar days of receipt of a letter of intent from the Project Manager.
- .2 Overall project duration will be _____ days.
- .3 Bypass pumping duration will be _____ days.
- .4 The project shall be substantially complete by October 31, 2024.
- .5 Best efforts will be made by the Bidder to complete the work in an appropriate and timely manner. Proof of best efforts may be requested by the Owner at any time.

1.4 ADDENDA

The following addenda have been received and reviewed.

Addendum No.	Number of Pages
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_____	_____
_____	_____
_____	_____
_____	_____

1.5 SUB-CONTRACTORS

- .1 The following sub-contractors have been identified for the Project as applicable:

- .1 Bypass Pumping: _____

- .2 Civil: _____

- .3 Mechanical: _____

- .4 Electrical: _____

1.6 SIGNATURES

Legal Name of Bidder: _____

Signature: _____

Name and title of signing officer: _____

WITNESS

Witness' Signature: _____

Name of Witness: _____

SIGNED THIS _____ of _____, _____
day month year

END OF SECTION

Part 1 General

1.2 OWNER

City of Kenora
60 Fourteenth Street North
Kenora, ON
P9N 4M9
Contact: Mike Derouard

1.3 ENGINEER/CONSULTANT

LBE Group Inc.
815 Ottawa Street, PO Box 80
Keewatin, ON
POX 1C0
807-547-4445
Contact: Zachary McCarthy

1.4 INVITATION TO SUBMIT BID

.1 Bid Submission:

Ensure offers are signed under seal, executed, and dated and are received by **Heather Pihulak, Clerk, City of Kenora, City Hall, One Main Street South, Kenora, Ontario, P9N 3X2**, before 11 am local time on the 25th day of July, 2024.

- .1 Tenders shall be submitted in a sealed envelope, clearly marked “**TENDER – NORTH HAMILTON LIFT STATION PIPING REPLACEMENT**”
- .2 Offers submitted after above time may be returned to Bidder unopened.
- .3 Offers will be opened immediately after time for receipt of Bid Submissions.
- .4 Amendments to submitted offer will be permitted if received in writing prior to Bid closing and if endorsed by same party or parties who signed and sealed offer.
- .5 Emailed tender submissions will be accepted provided the submission is sent directly to the City Clerk, Heather Pihulak: hpihulak@kenora.ca

1.5 INTENT

- .1 Intent of this Bid call is to obtain an offer to perform Work to complete the North Hamilton Lift Station upgrades at North Hamilton Street in Kenora, ON for a Stipulated Price contract, in accordance with Contract Documents.
- .2 Perform Work within time stated in Section 01 11 00 - Summary of Work.
- .3 Initiate Work within time stated in Section 01 11 00 - Summary of Work.

1.6 CONTRACT DOCUMENTS IDENTIFICATION

- .1 Contract Documents are identified as RFT #23070 as prepared by the Consultant.

1.7 CONTRACT/BID DOCUMENTS

- .1 Agreement Form.

- .2 Definitions:
 - .1 Contract Document: defined in CCDC 2, with the amendments outlined in Part 3 below.
 - .2 Bid Document: Contract Documents supplemented with Instructions to Bidders.
 - .3 Bid, Offer, or Bidding: act of submitting an offer under seal.
 - .4 Bid Price: monetary sum identified in Bid Form as an offer to perform Work.
- .3 Availability:
 - .1 Bid Documents may be obtained in digital format online at the City of Kenora website. Hard copies of the Bid Documents can be made available by LBE upon request. Fees may apply. Bid Documents are made available only for purpose of obtaining offers for this project. Their use does not confer license or grant for other purposes.
- .4 Examination:
 - .1 Upon receipt of Bid Documents verify that documents are complete.
 - .2 Immediately notify Engineer upon finding discrepancies or omissions in Bid Documents.
- .5 Queries/Addenda:
 - .1 Direct all questions in writing to Zachary McCarthy of LBE Group Inc. Email: zac@lbe group.ca
 - .2 Addenda may be issued during Bidding period. Addenda will become part of Contract Documents. Include costs in Bid Price.
 - .3 Verbal answers are only binding when confirmed by written addenda.
 - .4 Clarifications requested by Bidders must be in writing not less than seven days before date set for receipt of Bids. Reply will be in form of an addendum. Copy of addendum will be forwarded to known Bidders no later than 5 working days before receipt of Bids.
- .6 Product/System Options:
 - .1 Where Bid Documents stipulate a particular product, substitutions may be considered by Consultant up to 7 days before receipt of bids.
 - .2 When request to substitute product is made, Consultant may approve substitution and will issue Addendum to known Bidders.
 - .3 In submission of substitutions to products specified, Bidders are to include in their Bid, changes required in Work to accommodate such substitutions. Later claim by Bidder for addition to Contract Price a result of changes in Work necessitated by use of substitutions will not be considered.
 - .4 Substituted products will be considered if submitted as an attachment to Bid Form.
 - .5 Ensure submission provides sufficient information to enable Consultant to determine acceptability of such products.
 - .6 Provide complete information on required revisions to other work to accommodate each substitution, dollar amount of additions to or reductions from Bid Price, including revisions to other work.
 - .7 Provide specified products unless substitutions are submitted as noted and subsequently accepted.

- .8 Approval to submit substitutions prior to submission of Bids is required.

1.8 SITE ASSESSMENT

.1 Site Examination

- .1 Visit project site and surrounding area before submitting Bid.
- .2 Mandatory visit to project site has been arranged for Bidders as follows: North Hamilton Lift Station, July 10, 2024, 9:00 am Local time.

1.9 QUALIFICATIONS

.1 Contractor and subcontractors:

- .1 Must be appropriately licensed in their respective trades.
- .2 Owner reserves right to reject proposed subcontractor for reasonable cause.

1.10 BID SUBMISSION

.1 Bid Ineligibility:

- .1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared informal at Owner's discretion.
- .2 Bids with Bid Forms and enclosures which are improperly prepared may be declared informal at Owner's discretion.
- .3 Bids that fail to include security deposit, bonding or insurance requirements may be declared informal at Owner's discretion.

.2 Submissions:

- .1 Bidders are solely responsible for delivery of their Bids in manner and time prescribed.

1.11 BID ENCLOSURES/REQUIREMENTS

.1 Bid Form Requirements:

- .1 State in Bid Form, time required to complete Work.
- .2 Enclose signed Indemnification Form, Section 00 0201.
- .3 Bidder, in submitting an offer, agrees to complete Work by date indicated in Contract Documents.

.2 Bid Signing:

- .1 Bid Form to be signed by Bidder.
- .2 Sole Proprietorship: signature of sole proprietor in presence of witness who shall also sign. Insert words "Sole Proprietor" under signature.
- .3 Partnership: signature of all partners in presence of witness who shall also sign. Insert word Partner under each signature.
- .4 Limited Company: signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law

resolution of Board of Directors authorizing them to do so must also be submitted with Bid in Bid envelope.

- .5 Incorporated Company: signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Bid in Bid envelope.
- .6 Joint Venture: each party of joint venture must execute Bid under respective seals in manner appropriate to such party as described above, similar to requirements of Partnership.

1.12 OFFER ACCEPTANCE/ REJECTION

- .1 Duration of Offer:
 - .1 Bids to remain open to acceptance and irrevocable for 60 days after Bid closing date.
- .2 Acceptance of Offer:
 - .1 Owner reserves right to accept or reject any or all offers.
 - .2 After acceptance by Owner, Engineer will issue to successful Bidder a written Bid acceptance.
 - .3 After Bid has been accepted, unsuccessful bidders will be notified in writing.

Part 2 ADDITIONAL CONDITIONS

2.2 GENERAL ADMINISTRATIVE CONDITIONS FOR TENDERS

- .1 All prices must be clearly indicated, extended and totaled for North Hamilton Generator and will be used in evaluating the bid.
- .2 Tenders must not be restricted by a statement added to the tender. Conditional bids will not be accepted.
- .3 Adjustment to the tender by telephone, facsimile, telegram or telex will not be accepted.
- .4 In order to revise a bid, the bidder must withdraw or supersede his bid with a revised submission prior to the specified closing date and time.
- .5 Erasures, overwriting or strikeouts must be initialed by the person signing on behalf of the organization submitting the bid.
- .6 Tender submissions will constitute a Working Agreement and if successful will constitute an Agreement.
- .7 Prices are open for acceptance by the City of Kenora for sixty (60) calendar days from the tender closing date.
- .8 The lowest or any tender not necessarily accepted. The City reserves the right to reject any or all bids, to waive irregularities and formalities therein and to award the tender bid in the best interest of the City of Kenora.

- .9 The tender name, closing date of tender, bidder's name and address and the address of the City of Kenora must be clearly indicated on all tender envelopes submitted.
- .10 All tenders must be complete, legible and signed in ink by an authorized company official. All details must be typed or written in ink and be submitted on the forms provided. If a lengthy description is necessary, separate sheet(s), with the tender name affixed, should be attached and these will be considered part of the tender.
- .11 Should a bidder find discrepancies or omissions from the document prior to the closing date, the Engineer is to be contacted as soon as possible in order that a written instruction or an addendum can be issued to each bidder.
- .12 Bidders shall include all applicable taxes.
- .13 The Contractor shall submit prices for all works as defined on the Tender Bid Price Form.
- .14 No Contract shall be awarded to any bidder who in the judgment of the City of Kenora and or consultant is not a responsible Bidder or does not have all the necessary experience, capital, organization and equipment to perform the work in strict accordance with the terms and provisions of the Contract.
- .15 All tenders submitted to the City of Kenora become the property of the City and as such are subject to the Freedom of Information and Protection of Privacy Act.
- .16 The successful bidder shall submit a valid Clearance Certificate from the Workplace Safety and Insurance Board or proof of Independent Operator with Coverage status. The successful bidder shall also submit a Liability Insurance Certificate that indicates the City of Kenora as a certificate holder and as an additional insured in an amount not less than five million dollars (\$5,000,000) of coverage. Both certificates are required prior to the commencement of the works.
- .17 The Contractor shall adhere to all City of Kenora Health and Safety Policies and Procedures.
- .18 The bidder shall submit an executed "Undertaking to Comply" with the tender submission as requested.
- .19 The City shall be held harmless from any and all costs associated with any charges or actions resulting from the Contractors or Subcontractors work that the City must defend. The bidder shall submit an executed "Indemnification Agreement" with the tender submission.
- .20 Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interest of the owner may be rejected.
- .21 Wherever the amount tendered for an item does not agree with the extension of the tender quantity and the tendered amount unit price, the unit price shall govern and the amount and the total Tender Price shall be corrected accordingly.
- .22 Mathematical discrepancies will be corrected by the Owner by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the tender to another, the amount shown before transfer shall,

- subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.
- .23 The Tenderer shall include sales tax in accordance with current sales tax legislation taking into account any changes that have been made known by the Government and that will occur during the life of the Contract.
 - .24 If sales taxes are increased or decreased, or other amendments are made in the legislation, during the course of the Contract, that alter tax amounts carried in the Contract price, an adjustment will be made accordingly.
 - .25 The Contractor shall keep records and invoices of accounts subject to Federal Goods and Services Tax, and Provincial Sales Tax for the purpose of establishing taxes paid and for substantiation in the event of changes to the tax legislation during the course of the Contract.
 - .26 The Tenderer shall contact the Sales Tax authorities and determine what the applicable taxes are and the procedure for tax exemption and/or refunding and include related administrative costs in the tender.
 - .27 The Harmonized Sales Tax (HST) applies to this contract. The successful Contractor will indicate on each application for payment, as a separate amount, the appropriate HST the City of Kenora is obligated to pay. This amount will be paid to the Contractor in addition to the amount certified for payment under the contract.
 - .28 The Contractor shall adhere to local noise by-laws, and make every effort to minimize the level of noise in the vicinity of the construction site.
 - .29 Personal information contained in this document is collected pursuant to the Municipal Act, 2001 and will be used for the purpose of identifying and contacting the bidder and in the case of supplementary documentation requested it will be used to meet the requirements of the tender specification. Questions about collection should be directed to: Freedom of Information and Privacy Coordinator, City of Kenora, One Main Street South, Kenora, ON P9N 3X2 Phone: (807) 467-2295

Part 3 GENERAL CONDITIONS CCDC

The General Conditions for this Stipulated Price Contract CCDC-2, 2020, English Version are supplemented as indicated in the following sections.

3.2 DOCUMENTS

- .1 Refer to General Conditions GC 1 "General Provisions" and add the following items to paragraph 1.1.6:
- .2 Constructed works take precedence over drawing dimensions and details.
- .3 Prior to fabrication of any item dependent upon accurate dimensions or details of constructed works, the Contractor shall take measurements of such constructed works.
- .4 If none of the above applies, the Contractor shall consult the Owner and/or Consultant whose decision shall be final.

3.3 EMERGENCIES

- .1 Refer to General Conditions, GC 2 "Administration of the Contract", and add the following to section 2.1:
 - .1 The Consultant shall have authority in an emergency to stop the work in progress whenever, in his opinion, such stoppage may be necessary to ensure the safety of life or of adjoining property. This includes authority to make such changes and to order, assess and award to the Contractor, the cost of such extra work or otherwise as may, in his opinion be necessary.

3.4 ARBITRATION

- .1 Refer to General Conditions, GC 8 "Dispute Resolution", paragraph 8.2.6 and add the following:
 - .1 If parties fail to agree on the selection of the sole arbitrator, each party shall forthwith appoint an arbitrator and these two shall elect a third arbitrator. Should the first two arbitrators fail to agree on the third arbitrator, the latter shall be appointed by the Chief Justice of the Court of Queen's Bench of the Province of Ontario.
 - .2 Arbitration proceeding shall not take place until after the completion of the work except.
 - .1 On a question of Certificate of Payment.
 - .1 In a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

3.5 CHANGES IN THE WORK

- .1 Refer to General Conditions, GC 6 "Changes in the Work", and add the following:
 - .1 Whenever practical, notice will be given of a proposed change by the issue of a Proposed Change Notice.
 - .2 The Contractor shall quote charges beside each item and attach a complete list breakdown showing separately, materials, labour and ~~percent~~ mark-up for each item.
 - .3 When the valuation of change in the work is to be determined either by estimate and acceptance in a lump sum, or by cost and fixed or percentage fee, the valuation shall be in accordance with the following:
 - .4 Cost:
 - .1 The valuation of any changes shall include the following costs:
 - .1 Cost of material required for the change at list price less trade discount plus 5% profit.
 - .2 Cost of labour and supervision required for the change, including all statutory labour agreement charges as per mutually agreed hourly rates.
 - .3 Cost of the use of rented or owned equipment required for the change at standard rental rates plus transportation costs plus 5% profit.

- .5 Mark-up:
 - .1 Costs for increases in the work, unless otherwise agreed, shall be marked up as follows for overhead and profit:
 - .1 A General Contractor may allow 10% fee over the cost of a subcontractor's or a sub-subcontractor's work.
- .6 Substantiation
 - .1 If requested, the Contractor shall submit details of quantities, prices and fees as outlined above, together with substantiating documentation.
- .7 Hourly Rate Lists
 - .1 The Contractor shall submit hourly rate lists for equipment and labour prior to Award of Contract.

3.6 CERTIFICATES AND PAYMENTS

- .1 Refer to General Conditions, GC 5 "Payment", and add the following:
 - .1 The Owner shall make payment to the Contractor on account in accordance with the provisions of article A-5 PAYMENT no later than thirty (30) days after receipt of a Certificate of Payment from the Consultant.
 - .2 The following documents shall be required of the Contractor by the Consultant, before issuance of the Certificate of Substantial Performance:
 - .1 Special written guarantees and other documents detailed in the General Requirements section of the specifications.
- .2 Inspection certificate from all municipal, provincial and federal agencies having authority over the work performed under this Contract.
 - .1 Refer to General Conditions, GC 5 "Payment", delete 5.7.4 and replace with the following:
 - .1 Subject to the provisions of GC 10.4 – WORKER'S COMPENSATION INSURANCE, paragraph 10.4.1 the Owner shall, no later than thirty (30) days after the issuance of such certificate, make payment to the Contractor in accordance with the provisions of Article A-5 - PAYMENT.
 - .2 A ten percent holdback will be deducted from each progress payment for purposes of the Construction Lien Act. If no liens or claims have been initiated or filed against the project, then 100% of the 10% holdback will be released to the contractor on the expiry of 45 days from the final completion of the project. Additionally, a 2% holdback will be retained until the twelve month warranty period has expired and only after the contractor has made good all deficiencies in the works.
 - .3 The contractor shall initiate the release of all holdback release payments by written request to the engineer and the request shall be accompanied with an executed Statutory Declaration and a valid Workplace Safety and Insurance Board Clearance Certificate.

3.7 INSURANCE

- .1 Refer to General Conditions, GC 11 "Insurance and Contract Security", delete the first sentence of 11.1.1.1 General Liability Insurance and replace with the following:
 - .1 General liability insurance shall be in the joint names of the Contractor, the Owner, and the Consultant with limits of not less than **five million** dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of five hundred dollars
- .2 Refer to General Conditions, GC 11 "Insurance and Contract Security", and add the following to paragraph 11.1.1.1
 - .1 Such policy shall waive subrogation rights against the Consultant.
 - .2 Clarification;
 - .1 The Contractor shall provide maintain and pay for the insurances coverage's listed:
 - .1 General Liability Insurance with limits of not less than five million dollars per occurrence.
 - .2 Automobile Liability Insurance with limits of not less than two million dollars per occurrence.
 - .2 A certified true copy of the General Liability Insurance shall be supplied by the Contractor to the Owner a minimum of fourteen [14] days prior to the start of any construction.
 - .3 This clarification is issued only as a guide to the types and limits of insurance required for this work. The Contractor's attention is directed to the General Conditions of this Contract Clause 11.1.1 which gives details regarding coverages, cancellation a notice requirements, deductibles, etc.
 - .3 The successful bidder shall submit a valid Workplace Safety and Insurance Board Clearance Certificate prior to the commencement of work and accompanying each invoice.
 - .4 The following are to be named as additional named insured's:
 - .1 The City of Kenora
 - .2 LBE Group Inc.

3.8 TIME EXTENSIONS

- .1 Any extension of time other than as specified may be granted to the Contractor, shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this Contract, and all such rights shall continue in full force and effect after the time limit in this Contract for the completion of the work. In the event the Consultant's granting an extension of time, time shall continue to be of the essence of this Contract.