



September 19, 2023

ADDENDUM # 3

Four (4) Pages

Attachment(s) – Two (2) pages

RE: RFT 2023-15 – DRAYTON PUMPHOUSE UPGRADES

Dear Sir / Madam:

Please find enclosed Addendum #3 for the above noted contract. Confirmation that this addendum has been received shall be indicated on your bid submission.

Please treat this as an original. No follow up copy will be provided.

Sincerely,

CIMA Canada Inc.

Adam Moore, P.Eng.
Project Engineer, Infrastructure
adam.moore@cima.ca

Encl.

cc: Stuart Winchester, CIMA+
Jamie Morgan, Township of Mapleton

**TOWNSHIP OF MAPLETON
DRAYTON PUMPHOUSE UPGRADES
RFT 2023-15
ADDENDUM NO. 3**

ISSUE DATE: September 19, 2023

This addendum is issued for the purpose of clarifying, amending, or revising certain information contained in the Contract Documents. This Addendum No. 3 shall form an integral part of the Contract Documents. The closing date remains unchanged.

The following changes, clarifications, additions and/or substitutions shall be incorporated into the pertinent portions of the Contract Documents as follows:

1 ATTACHMENTS

- 1.1 Information for Tenderers (IT) pages IT-7 and IT-8

2 QUESTIONS AND ANSWERS

- 2.1 **Question:** Information to Tenderers page IT-7 & 8 Clause 19 Performance and Labour & Material Bonds - With all due respect the 3rd last paragraph in this section does not make any sense. It states that the Owner might purchase the project bonds directly which defeats the purpose of the Contractor providing this project security to the Owner. Then the verbiage states that the Contractor will be directed to purchase the project bonds from a surety company as selected by the Owner, which my firm will not entertain. Then the verbiage states that we are not to allow for the cost of providing final bonds in the tender, yet we are to execute & furnish the bonds. The most economical & logical way of providing final bonds & security on this project is to have the contractor execute these bonds with the Surety firm that we have in place. If this verbiage remains in this section & is not removed my firm has no interest in closing this tender.

Answer: Remove from Clause 19, paragraph 3: "The Owner may in its discretion decide to obtain the bonds from a surety company of its choice and may pay the premium for such bonds directly to the surety company so chosen. In that event, the Owner will notify the selected tenderer accordingly before the tender has been accepted and the Tenderer shall execute and furnish to the Owner the required bonds as provided for herein but the item relating to the cost of the bonds in the Form of Tender shall be deleted from the Contract and no payment shall be made to the Contractor, therefore."

From Clause 19, paragraph 1, delete "The tenderer shall tender for the cost of the bonds in the item provided for that purpose in the Form of Tender on the assumption that each bond will be in the amount of 100% of the total lump sum tender price. In the event that



either of the bonds is required to be in an amount in excess of 100% for the total tender price, the Owner will reimburse the Contractor in the amount of the premium for such excess amount after submission by the Contractor to the Owner of the surety company's relevant receipted invoice."

From Clause 19, insert "The tenderer shall tender for the cost of the bonds in the item provided for that purpose in the Form of Tender on the assumption that each bond will be in the amount of 100% for the Performance and Maintenance Bond and 100% for the Labour and Payment Bond of the total lump sum tender price. In the event that either of the bonds is required to be in an amount in excess of 100% for the Performance and Maintenance Bond and 100% for the Labour and Payment Bond of the total lump sum tender price, the Owner will reimburse the Contractor in the amount of the premium for such excess amount after submission by the Contractor to the Owner of the surety company's relevant receipted invoice."

Paragraph 3 is a typical clause on OCWA managed projects; however, we acknowledge that the Township does not intend to pre-select a surety company for this project. Therefore, this paragraph can be deleted.

September 19, 2023



Addendum No. 3

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

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

Signature of Tenderer



Affix Corporate Seal Above

If either of the above-mentioned two tenderers has not been notified within 60 days after the date of opening tenders that their tender has been recommended to the Owner for acceptance, they may apply to the Owner for the return of their tender security. Unless otherwise determined by the Owner, the tender security of one of the said two tenders (normally the one who submitted the second lowest tender) will be returned when so applied for. The tender security of the other tenderer will be retained or returned by the Owner as provided for elsewhere in this Section.

The Owner may, in its discretion:

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

Except as otherwise herein provided the tenderer guarantees that if their tender is withdrawn before the Owner shall have considered the tenders or before or after they have been notified that their tender has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the period of ten days as stipulated and as required herein, the Agreement executed by the tenderer, the Performance Bond and the Labour and Material Payment Bond executed by the tenderer and the surety company and other documents required herein, the Owner may retain the tender deposit for the use of the Owner and may accept any tender, advertise for new tenders, negotiate a contract or not accept any tender as the Owner may deem to be in their best interests.

18. AGREEMENT

The tenderer agrees that, if requested so to do by the Owner or anyone acting on its behalf within 120 days after the date of opening tenders, the tenderer will execute in triplicate and return to the Owner the Agreement in the form bound herein within ten days after being so requested. If the tenderer has not been so requested within the said 120 days or if the Engineer's written order to commence work has not been mailed or delivered to the tenderer or to their office or to their postal address within the said 120 days, the tenderer may, unless they have otherwise agreed or offered and except as otherwise provided herein, withdraw their tender.

19. PERFORMANCE AND MAINTENANCE / PAYMENT BONDS

The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, furnish to the Owner a Performance and Maintenance Bond and a separate Labour and Material Payment Bond in the forms attached hereto each in the amount of one hundred percent (100%) of the Total Lump Sum tender price and such additional amount, if any, as may be required by the Owner. The tenderer shall tender for the cost of the bonds in the item provided for that purpose in the Form of Tender on the assumption that each bond will be in the amount of 100% for the Performance and Maintenance Bond and 100% for the Labour and Payment Bond of the total lump sum tender price. In the event that

either of the bonds is required to be in an amount in excess of 100% for the Performance and Maintenance Bond and 100% for the Labour and Payment Bond of the total lump sum tender price, the Owner will reimburse the Contractor in the amount of the premium for such excess amount after submission by the Contractor to the Owner of the surety company's relevant receipted invoice.

The tenderer shall include with their tender the Agreement to Bond in the form enclosed herewith executed under its corporation seal by the surety company from which they propose to obtain the required bonds.

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

The tenderer's attention is drawn to Statement "A1" of the Form of Tender, Part 'A' List of Proposed Major Subcontractors, for bonds which may be required for subcontractors.

20. SUBCONTRACTORS

The tenderer shall provide on Statement "A" of the tender documents the name and address of each proposed subcontractor used in preparing the tender and shall state the portion and value of the work allotted to each. Only one subcontractor shall be named for each part of the work to be sublet.

If the tenderer is one of the two apparent low bidders for this Contract, they shall comply with the requirements set out in Statement "A1". This is in addition to complying with the requirements relating to Statement "A" as set out above.

If the successful tenderer wishes to substitute a subcontractor other than the one named in Schedule "A" of the Form of Tender for a specific item of work, then they shall submit documentation to the Engineer pertaining to the proposed subcontractor's experience and competence to carry out the work. Employment of the proposed subcontractor on the works is subject to the written approval of the Engineer.

The term "sub-contractor" as referred to in this Clause shall not include suppliers of pre-selected equipment unless otherwise specifically stated in these documents or directed.

The Contractor shall arrange that each of their Owner-approved subcontractors whose subcontracts have a value of \$250,000.00 or greater, together with surety companies approved by the Owner, shall furnish to the Contractor a Performance Bond and a separate Labour and Material Payment Bond each in the amount of one hundred percent (100%) of the total value of the respective subcontract. The Performance Bond is to be in the form of C.C.A. Document No. (S) 21 and the Labour and Material Payment Bond in the form of C.C.A. Document No. (S) 22, both as approved by the Insurance Bureau of Canada. The tenderer shall provide, in the total lump sum tender price, for the cost of the bonds required for the subcontractors whose subcontracts have a value of \$250,000 or greater.