

**REQUEST FOR TENDER PS-2018-04**

***GREENSTONE ROOFING PROJECTS  
ENGINEERING & CONTRACT ADMINISTRATION***

**ADDENDUM #2**

***ISSUED BY***

**THE CORPORATION OF THE MUNICIPALITY OF GREENSTONE**

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**THIS ADDENDUM FORMS AND BECOMES PART OF TENDER PS-2018-04.**

## **ADDENDUM #2**

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JUNE 19, 2018

Question 1 of 23 as posed:

#### Question #1

There are three projects that will be tendered independently but only one advertisement, so we assume they will be identified under the one ad but contractors will determine what project(s) they may be bidding. The tender form included in the TOR only has one price for all three. Would you want submissions to itemize out fees for the three projects as they may vary in scope and time frame to complete (that impacts the time we assign for contract administration for each project).

#### Answer #1

Advertising to be interpreted as one newspaper advertisement per project and thus reflected in the bid price.

#### Question #2

The tender form description identifies that all costs including special taxes, customs etc... are to be included but until we begin the design process we would not be aware of any special costs outside of HST. Also, we will not know the amount of pages or printing and courier costs depending on the volume of contractors. We have several suggestions to resolve this:

- a. Have the tender packages available on line through the construction association and any interested bidders can download and print – this is common practice now and we are only printing hard copies for contracts and owners.
- b. Either have the fee include an allowance for disbursements against which we invoice actual costs + administrative fees. That way you only pay disbursements that are incurred and not an overage of what we might estimate.

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- c. Have a single line item for each project for travel costs per site visit so that if more site visits are required, you know in advance. We are not in control of the three separate contractors and may find more site visits are required if there is a variance in each project schedule.

#### Answer #2

All costs as outlined in the tender shall be considered by the Bidder.

#### Question #3

Will the municipality be able to post any photographs of each of the facilities or will existing drawings be available? If there is a known gross floor area of roof for each project and a construction budget for each roof, that would be useful.

#### Answer #3

If requested photographs will be provided in addition to approximate dimensions of floor areas, we will provide site visits as outlined in the tender.

#### Question #4

Is there any background information on the current conditions, ie. has a roof inspection been done recently.

#### Answer #4

All three roofs have evidence of water damage / leakage.

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#### Question #5

The evaluation & award outlines 8 bullet points for consideration but we are not able to find any summary of submission content other than the fee submission. Is there a list of submission requirements for the project.

#### Answer #5

Tender submission requirements as outlined in the tender (Instructions to Bidders) include timing, completion, submission & receiving, supporting documentation and adherence.

#### Question #6

The bullet points appears to apply to General Contractors and some do not apply to Architects and Engineers. Please confirm.

#### Answer #6

The bullet points in the Evaluation & Award section shall apply to all Bidders of RFT PS-2018-04.

#### Question #7

There is no reference to Indemnity Insurance, which is common to the architectural industry. The insurances noted (General Liability and Auto) are more common to GCs. Is there any requirement for Indemnity Insurance and if so, please provide the constraints. We assume the requested certificate of insurance would be for the two requested and would only be provided if successful (ie. there is no mention of any submission requirements other than the fee sheet).

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#### Answer #7

The Municipality amends Section 4. INSURANCE of the Standard Terms and Conditions of RFT PS-2018-04 as follows:

#### 4. INSURANCE

The successful bidder shall obtain and maintain the following insurance and provide evidence of same prior to the commencement of the contract and annually thereafter for the duration of the contract:

- a) Professional Errors & Omissions Liability Insurance with limit per claim of not less than \$5,000,000, written on a claims made form. Such insurance shall be kept in force for a minimum of 12 months following the completion of this contract.
- b) Commercial General Liability Insurance with minimum \$2,000,000 limit per occurrence / \$5,000,000 aggregate that includes;
  - a. Products and Completed Operations Hazard
  - b. Corporation of the Municipality of Greenstone named as Additional Insured
  - c. Cross Liability / Severability of Interest clause
  - d. Minimum thirty (30) days' written notice of cancellation or non-renewal to Additional Insureds
- c) Non-Owned Automobile Insurance with minimum \$2,000,000 limit per occurrence.
- d) Owned Automobile insurance with minimum \$2,000,000 third party liability limit per occurrence which meets or exceeds all statutory coverage requirements. Such insurance shall apply to all vehicles owned or leased by the named insured that are used in the completion of this contract.

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#### Question #8

WSIB for professionals is normally provided through a letter of good standing for the successful firm. Please confirm.

#### Answer #8

WSIB documentation required as outlined in the tender post award, considerations to include confirmation of good standing.

#### Question #9

The “Independent Operator Letter” does not apply to architects or engineers in their scope of practice. We recommend this be deleted.

#### Answer #9

Post award a determination will be made on applicability of independent operator as defined by WSIB along with the fundamental expectation of WSIB coverage.

#### Question #10

Performance Surety Bond is also applicable to the contractor, not the architect. We recommend this be deleted.

#### Answer #10

Clause to remain.

#### Question #11

OHAS is also applicable to the contractor and not the architect. We recommend this be deleted.

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Answer #11

Clause to remain.

Question #12

Health & Safety Contractor Requirements package appears to be specific to contractors and not architects but there is mention of Accessibility Compliance. Can you please review and clarify if any of this applies to the architect or engineer and if so, what it entails.

Answer #12

Applies to bidder, as outlined in the relative section.

Question #13

Liquidated damages do not normally form part of a professional contract between architect and client and as such, we recommend it be deleted as we are not in control of the contractors schedule. If the intent is to apply this to the design team then a proposed schedule is required to which we can respond. Normally, for a standard tender for GC to complete the work, if there are liquidated damages there are a complementary bonuses if work is completed in advance of the agreed upon schedule.

Answer #13

Liquidated damages to remain as outlined in the tender.

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Question #14

Responsibility for damages is the responsibility of the contractor, not the architect. We recommend this be deleted.

Answer #14

Clause to remain.

Question #15

Contractors liability appears to be specific to the contractor and not the architect. IF it is intended to apply to the architect then we would identify that, through our mandatory professional insurance that this requirement is uninsurable. We recommend this be deleted.

Answer #15

Clause to remain.

Question #16

Costs for permits are paid for by the Owner or, if in the instructions to bidders, be paid for by the GC, who would then carry that cost in their tender. Please confirm. Permit fees are not paid by the architect.

Answer #16

Permit costs are not the responsibility of the Municipality.



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#### Question #17

Contractor's Personnel is written to apply to contractors and not architects but the intent is that we are competent and will be able to access the site. Please confirm.

#### Answer #17

The successful bidder becomes the Contractor as outlined in section 13.

#### Question #18

Item 14 does not apply to our scope. We recommend it be deleted.

#### Answer #18

Clause to remain.

#### Question #19

Terms of payment identify right to hold back monies from invoices for defects. This applies to the contractor, not the architect. We recommend it be deleted.

#### Answer #19

Clause to remain.

#### Question #20

Can you provide more information of the "Declaration of Accessibility Compliance" referenced under 18 Accessibility and clarify how this applies to the architect.

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#### Answer #20

The AODA Declaration and Municipal Policy are provided as separate documents on the Tenders/RFPs webpage for review.

#### Question #21

Licensed and insured architects or engineers can provide these services. Please confirm either is acceptable and not limited to engineers.

#### Answer #21

Bidders who are licensed to provide the services outlined and specified are encouraged to submit a bid.

#### Question #22

Is it the intent to have one mandatory site visit on the same day for all three projects and travel to them in order. That will impact number of site visits, travel costs and accommodations.

#### Answer #22

The site visit portion of each project may occur at different times due to the project scopes and locations. There may be an opportunity to combine them.

#### Question #23

Who pays for advertising costs. Normally disbursements are billed at cost + administrative fee to be fair to all parties.

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Answer #23

Advertising costs to be borne on the bidder.