

**WESTWOOD PLACE CO-OPERATIVE HOMES
INVITATION TO TENDER (ITT) #19-269-07**

PAVEMENT REHABILITATION

DATE ISSUED: Monday, February 4, 2019

**CLOSING: Wednesday, March 6, 2019
By 2:00 p.m. EST (Toronto Time)**

Notice to Bidders

DATE: Monday, February 4, 2019

DESCRIPTION: Pavement Rehabilitation

CLOSING DATE: Wednesday, March 6, 2019

- Westwood Place Co-operative Homes ("Owner"), a provider of social and affordable housing operating approximately 36 units of housing in Niagara Falls, Ontario, invites Bids for the above noted project.
- Bid Documents may be obtained from MERX - website: www.merx.com, e-mail: merx@merx.com; telephone number: 1-800-964-6379; Biddingo.com - website: www.biddingo.com, e-mail: info@biddingo.com; telephone number: 1-888-891-8314 and HSC's website – www.hscorp.ca/rfp.
- Bid Documents include (but are not limited to) the Scope of Work (Appendix 1), the Bid Form (Appendix 2) and the Agreement between Owner and Contractor (Appendix 3).
- Bid Documents shall be obtained at the Bidder's cost.
- Bids must be received **before 2:00 p.m. EST on Wednesday, March 6, 2019** as determined by the time stamp applied by the Bonfire portal.
- The submission time established by the Bonfire portal shall be conclusive as to the time of submission of the Bid.
- Bidders must submit their Bids by uploading at:

<https://hscorp.bonfirehub.ca/opportunities/20817>
- **A site visit is scheduled for Wednesday, February 13, 2019 at 11:00 a.m. EST, Toronto time, at 6600 Kalar Road, Niagara Falls, ON (Management Office). It is mandatory that Bidders attend this meeting. Bidders unable to attend this meeting may be disqualified from bidding.**
- By submitting a Bid, each Bidder acknowledges that this tender process is administered by Housing Services Corporation ("HSC") on behalf of the Owner, and that HSC has no liability whatsoever to any Bidder as a result of this tender, any matter connected with this tender or any contract concluded as a result of this tender. By submitting a Bid, each Bidder irrevocably waives any and all claims it may have against HSC arising from or in any way connected to this tender or any contract arising from this tender and undertakes to make no claim or take any proceeding against any person, partnership or any other entity who or which might claim any relief against HSC as a result of this tender, any matter connected with this tender or any contract arising from this tender.

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
1.1 Words Used in Bid Documents	1
ARTICLE II SCHEDULE.....	1
2.1 Tentative Schedule.....	1
ARTICLE III BID DOCUMENTS	1
3.1 Availability/Use	1
ARTICLE IV SUBMISSION OF BIDS.....	1
4.1 Reimbursement.....	1
4.2 English Language.....	1
4.3 Bid Form	1
4.4 Compliance with Bid Documents.....	1
4.5 Bid Closing Time.....	2
4.6 Submission of Bids	2
4.7 Important Notices.....	2
4.8 Late Bids.....	3
4.9 Bid Signing.....	3
4.10 Bid Ineligibility -.....	3
ARTICLE V BID ENCLOSURES/REQUIREMENTS	3
5.1 Worker’s Compensation and Safety	3
5.2 Insurance.....	4
5.3 Site Examination	4
ARTICLE VI CLARIFICATION OF BID	4
6.1 Obligation to Inform	4
6.2 Effect of Submission.....	4
6.3 Request for Clarification	4
6.4 No Oral Variations.....	5
ARTICLE VII CONTENT OF BID.....	5
7.1 Currency.....	5
7.2 Included Prices	5
7.3 Supply of Equipment and Materials.....	5
7.4 Compliance with Bid Documents.....	5
7.5 Incorporation by Reference	5
7.6 Duties of Bidder	5
ARTICLE VIII ACCEPTANCE OF BIDS	6
8.1 Duration of Bids	6
8.2 Evaluation of Bids.....	7
8.3 Bid cancellation.....	7
8.4 Rights of Bidder.....	7
8.5 Time of Acceptance.....	7
8.6 Contract.....	7

ARTICLE IX SECURITY8

 9.1 Performance Security..... 8

ARTICLE X GENERAL8

 10.1 Confidentiality..... 8

 10.2 Assignment..... 9

 10.3 Severability..... 9

 10.4 Notice..... 9

 10.5 Revisions 9

 10.6 Interpretation..... 9

APPENDIX 110

APPENDIX 212

APPENDIX 314

ARTICLE I DEFINITIONS

1.1 **Words Used in Bid Documents** – For the purposes of the Bid Documents:

Addenda – Addenda may be issued during the bidding process. All Addenda become part of the Bid Documents. Only written Addenda shall be binding on the Owner.

Bid means the contents of and attachments to the Bid Form provided by HSC to the Bidder with the Invitation to Tender, as completed and submitted by Bidder.

Bid Closing Time means the date and time specified in the Invitation to Tender for receipt of Bids and as indicated by Bonfire's clock.

Bid Documents means the Invitation to Tender, these Instructions for Bidders, all of the documents identified as being applicable thereto, the Bid Form and all other documents, drawings, samples, modifications and specifications relating thereto, as the same may be amended from time to time.

Bidder means an individual, a company or any other entity which submits a Bid.

HSC means Housing Services Corporation.

HST means such sum as will be levied upon the Price by any applicable tax authority which is computed as a percentage of the Price and includes any form of sales tax and any similar tax, the payment or collection of which is, by the legislation imposing such tax, an obligation of the Bidder.

Owner means Westwood Place Co-operative Homes.

Price means the total amount specified by the Bidder in paragraph 1 in the Bid Form.

Work means the total construction, installation, commissioning and/or other construction-related services to be performed pursuant to the Bid Documents.

ARTICLE II SCHEDULE

2.1 **Tentative Schedule:** The following dates are tentative and are subject to change without notice:

Task	Target Date
Posting of tender	Monday, February 4, 2019
Mandatory site meeting location: 6600 Kalar Road, Niagara Falls, ON (Management Office)	Wednesday, February 13, 2019 11:00 a.m. EST
Deadline for questions	Friday, February 15, 2019 By 3:00 p.m. EST
Answers to questions and distribution of addenda, as required	Wednesday, February 20, 2019

Task	Target Date
Tender Closing Date	Wednesday, March 6, 2019 By 2:00 p.m. EST
Evaluation of Bids	Wednesday, March 6, 2019 to Monday, March 11, 2019
Agreement to Take Effect	April 2019
Completion of Work	Friday, June 28, 2019

ARTICLE III BID DOCUMENTS

3.1 Availability/Use -

- .1 Bid Documents may be obtained from MERX - website: www.merx.com, e-mail: merx@merx.com; telephone number: 1-800-964-6379; Biddingo.com - website: www.biddingo.com, e-mail: info@biddingo.com; telephone number: 1-888-891-8314 and HSC's website – www.hscorp.ca/rfp.
- .2 Bid Documents shall be obtained by the Bidder at Bidder's expense.
- .3 Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other purposes.
- .4 Bid Documents include (but are not limited to) the Scope of Work (Appendix 1), the Bid Form (Appendix 2) and the Agreement between Owner and Contractor (Appendix 3).
- .5 All documents, information, specifications, plans, drawings, or attachments provided by the Owner and pertaining to this Invitation to Tender remain the property of the Owner and shall be treated in strict confidence by the Bidder. No part of this Invitation to Tender may be transmitted to, or discussed with a third party, nor reproductions made thereof, without prior written consent of the Owner, except for the purpose of this Invitation to Tender.

ARTICLE IV SUBMISSION OF BIDS

- 4.1 **Reimbursement** – The Owner and HSC will not be responsible for reimbursement of any cost incurred by the Bidder in preparing its Bid or otherwise incurred by the Bidder.
- 4.2 **English Language** – The Bid Documents and all communications and documents relating to the Work will be in the English language.
- 4.3 **Bid Form** – All blank spaces on the Bid Form will be filled in by the Bidder to the extent that information requested is relevant. Any interlineations, alterations or erasures will be adequately explained and initialed by the Bidder. Each page of the Bid Form, including any appendices provided by the Bidder, will clearly state the Bidder's name.
- 4.4 **Compliance with Bid Documents** – The Bidder will complete and submit its Bid Form in accordance with the Bid Documents and on the basis that the Work will be performed in

accordance with the Bid Documents. If the Bidder is incapable of bidding to the Bid Documents, it should declare accordingly. The Owner may, at its sole and absolute discretion, consider for acceptance any Bid which is incomplete or which does not comply with the requirements of the Bid Documents.

4.5 Bid Closing Time – All Bids shall be received on **Wednesday, March 6, 2019 before 2:00 p.m. EST, Toronto time** ("Bid Closing Time").

4.6 Submission of Bids – Bidders shall submit their Bids by uploading them at:

<https://hscorp.bonfirehub.ca/opportunities/20817>

Requested Information:

All Bids and any supplementary material must include the following, in the format described below.

Name	Type	# Files	Requirement
Bid Form	File Type: PDF (.pdf)	Multiple	Required

- Please note the type and number of files allowed.
- The maximum upload file size is 100 MB.
- Any documents embedded within uploaded files will not be accessible or evaluated.

Bids submitted using any other means will not be accepted. Bidders shall be solely responsible for the delivery of their Bids in the prescribed manner. All Bids must be completely uploaded prior to the Bid Closing Time. It is strongly recommended that Bidders allow sufficient time and at least ONE (1) hour before Bid Closing Time to begin the uploading process. It is not guaranteed that Bids will be received in time if uploading begins one hour before the Bid Closing Time.

4.7 Important Notices:

- Each item of requested information is instantly sealed and will only be visible after the Bid Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you submit your Bid.
- Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

- Housing Services Corporation uses a Bonfire portal for accepting proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to a Bid. You can also visit their help form at <https://bonfirehub.zendesk.com/hc/en-us>.

4.8 Late Bids – Bids which have not been completely uploaded prior to the Bid Closing Time will not be considered. The time at which a Bid is considered submitted and shall be the time the Bid upload is completed shall be conclusively established by the confirmation receipt issued by the Bonfire portal.

4.9 Bid Signing –

- .1 The Bid Form shall be signed by the Bidder.
- .2 Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
- .3 Limited Company/ Corporation: Signature of a duly authorized signing officer(s). Insert the official capacity in which the signing officer acts under each signature. If the Bid Form is signed by a person other than the President, Secretary or Treasurer of the company, a copy of the authorizing by-law resolution of the Board of Directors must be submitted.
- .4 Joint Venture: Each party of the joint venture shall execute the Bid Form under its respective seal in a manner appropriate to such party as described above, similar to the requirements for a Partnership.

4.10 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, at the sole and absolute discretion of the Owner, be rejected.
- .2 Bids and enclosures, including the Bid Form, which are incomplete or improperly prepared may, at the sole and absolute discretion of the Owner, be rejected.

**ARTICLE V
BID ENCLOSURES/REQUIREMENTS**

5.1 Worker's Compensation and Safety -

- .1 All bidders shall provide proof of insurance from the Workplace Safety & Insurance Board or evidence that the Bidder does not require Workplace Safety & Insurance Board Insurance.
- .2 All Bidders shall conform to the regulations contained in the Occupational Health & Safety Act.

5.2 Insurance -

- .1 All Bids must be accompanied by a current in force certificate of the insurance noted below confirming that the Bidder has in place or will have in place the insurance covering the Work if the Bidder is successful:
 - (a) general liability insurance in the amount of \$5,000,000;
 - (b) automobile liability insurance in the amount of \$2,000,000.
- .2 Photocopies of certificates for the above are sufficient; however, original documents are required from the successful Bidder before commencing the Work.

5.3 Site Examination –

- .1 A mandatory project briefing at **6600 Kalar Road, Niagara Falls, ON (Management Office)** is scheduled for **Wednesday, February 13, 2019 at 11:00 a.m. EST, Toronto time**.
- .2 As a requirement of the tender process the Bidder must review site conditions and scope of work, and shall be deemed to have done so.
- .3 Provide in the Bid for dealing with all existing site and building conditions, limitations and municipal requirements under which the Work is to be performed.
- .4 No allowance will be made to any Bidder resulting from failure to carry out the site examination and review of the scope of work.

It is mandatory that Bidders attend this meeting. Bidders who do not attend this meeting may be disqualified from bidding.

ARTICLE VI CLARIFICATION OF BID

- 6.1 Obligation to Inform** – Bidders will inform themselves concerning all conditions relating to the Bid which may affect the cost and performance of the Work.
- 6.2 Effect of Submission** – By submitting the Bid, the Bidder will be deemed to have fully satisfied itself of the nature of the Work, the material necessary for the execution of the Work, the availability of labour, the means of access to and the physical conditions of the site; to have obtained all necessary information concerning risks, contingencies and other circumstances which could affect its Bid; and to have reviewed, understood and provided for compliance with all relevant laws, commercial and technical conditions and specifications which are applicable to the Bid and the contract which would result from acceptance of the Bid.
- 6.3 Request for Clarification** – If the Bidder finds discrepancies in the Bid Documents, if the Bidder believes the Bid Documents do not fully cover the scope of the Work, or if the Bidder finds the intent or meaning of the Bid Documents or any statement therein to be unclear or ambiguous, the Bidder may forward, via e-mail to Rosabelle Gonzales at rfp@hscorp.ca, a written request

for correction, clarification or interpretation on or **before 3:00 p.m. EST on Friday, February 15, 2019**. The Owner may, but will not be obligated to, respond to any such request.

Requests for correction, clarification, or interpretation by Bidders must be put forward on or **before 3:00 p.m. EST on Friday, February 15, 2019**. The reply, if any, will be in the form of an addendum, a copy of which will be posted on MERX – [website: www.merx.com](http://www.merx.com), e-mail: merx@merx.com; telephone number: 1-800-964-6379, Biddingo.com – website: www.biddingo.com, e-mail: info@biddingo.com; telephone number: 1-888-891-8314 and HSC's website – www.hscorp.ca by **Wednesday, February 20, 2019**.

- 6.4 No Oral Variations** – No oral explanation or interpretation will modify any of the requirements or provisions of the Bid Documents.

ARTICLE VII CONTENT OF BID

- 7.1 Currency** – The Bid, and any resulting contract and payments thereunder, will be made in Canadian currency and will not be subject to exchange rate adjustments.
- 7.2 Included Prices** – Items in the Bid for which no specific information or price is entered will be deemed to be included with the information or prices entered for other items and no additional payment will be made for any such items.
- 7.3 Supply of Equipment and Materials** – All equipment, material, labour and other items required for completion of the Work (other than any listed in the Bid Documents as being supplied by Owner or others) are to be provided by the Bidder and included in its Bid, regardless of whether they are included in or differ from the quantities of equipment, material, labour and other items shown in the Bid Documents.
- 7.4 Compliance with Bid Documents** – In preparing its Bid, the Bidder must comply with all provisions of the Bid Documents. If the Bidder contemplates changes to any provisions, the Bidder must submit a request for clarification in accordance with Section 6.3.
- 7.5 Incorporation by Reference** – Whether or not a Bidder submits a Bid using the Bid Form identified in the Invitation To Bid, all Bids will be deemed to state that the Bidder has carefully examined the Invitation To Bid and all Bid Documents related thereto and that the Bid constitutes an agreement to enter into a contract with the Owner to perform the Work upon the terms and conditions set out in the Bid Documents.
- 7.6 Duties of Bidder** – Before submitting a Bid, the Bidder shall be deemed to have visited the site, examined all available and relevant drawings and specifications and studied existing conditions and limitations, including the laws, ordinances and regulations affecting the Work, even if the Bidder has not done so in fact. The Bidder will be solely responsible for determining the extent of the Work in question. If the Work is more extensive than the Bidder anticipated, there will be no payment for any amounts (for extras, or otherwise) other than the Price.

ARTICLE VIII
ACCEPTANCE OF BIDS

- 8.1 Duration of Bids** – Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the tender closing date in accordance with the terms of the Bid Form.

8.2 Evaluation of Bids –

- .1 The Owner shall have the right to clarify any portion of a Bid with any Bidder, and to negotiate with one or more Bidders during the evaluation process.
- .2 The Owner and HSC shall not be liable in any circumstances whatsoever for the costs or expenses of any Bidder in preparing its tender.
- .3 The Owner shall open the Bids privately. The lowest, or any particular Bid, or any Bid at all, will not necessarily be accepted. Conversely, the Owner may consider and accept (or reject) any Bid at all, even if the Bid does not comply with the requirements or criteria in the Bid Documents. The Owner may consider any criteria it deems appropriate in its sole and absolute discretion in evaluating Bids and in accepting a Bid, if it chooses to accept any Bid at all. In evaluating Bids, the Owner may, in its sole and absolute discretion, consider any combination of factors which the Owner, in its sole and absolute discretion, considers to be in its own best interests. The Owner reserves the right to negotiate with any or all Bidders after the Bids have been opened and prior to awarding a contract. The Owner further reserves the right to re-tender the Work after having opened the Bids. The Owner reserves the right to discuss details of the tender with anyone it deems necessary, including any Bidders, for any reason it deems fit, including the determination of the Owner's preferred Bidder and the successful Bidder for the Project.
- .4 By submitting a Bid, the Bidder acknowledges and agrees that the Owner and HSC and each of their respective officers, directors, employees and agents shall not be liable in any circumstances whatsoever for any costs or damage arising directly or indirectly in connection with the preparation, submission or evaluation of a Bid. By submitting a Bid, the Bidder acknowledges and agrees that it shall have no claim against the Owner or HSC or any of their respective officers, directors, employees or agents for any costs or damage and absolutely waives any right or cause of action by reason of the Owner's failure to accept a Bid, whether such cause of action arises in contract, negligence, bad faith or otherwise.

8.3 Bid cancellation – The Owner reserves the right to cancel or amend this Invitation to Tender at any time. In the event of any such cancellation, the Owner and HSC shall not be obligated to pay any costs, damages or claims of any type or kind to any Bidder or potential Bidder.

8.4 Rights of Bidder – The Bidder may request in writing to either withdraw its Bid, amend its Bid, or submit a further Bid at any time prior to the Bid Closing Time. The Owner may or may not permit such withdrawal, amendment or further Bid in its sole and absolute discretion. The Owner, in its sole and absolute discretion, may choose to treat the last Bid received from a Bidder as superseding and invalidating all Bids previously submitted by that Bidder. Amendments permitted to the submitted Bid must be received in writing and endorsed by the same party or parties who signed and sealed the original Bid.

8.5 Time of Acceptance – A Bid will be deemed to be accepted when a letter of acceptance issued by the Owner is delivered to the Bidder.

8.6 Contract – The accepted Bid, together with the Owner's written letter of acceptance and blank Agreement Between Owner and Contractor attached to the Bid Documents, whether or not

executed by Bidder or Owner, will constitute the contract between the Owner and Bidder until execution of the formal Agreement Between Owner and Contractor. Upon execution of the formal Agreement Between Owner and Contractor by the Owner and Bidder, it shall take precedence over all previous contractual documents only to the extent of any inconsistency with previous documents. This Invitation to Tender and the Agreement Between Owner and Contractor shall be governed by and construed in accordance with the laws of the Province of Ontario. The Bidder, by submission of a Bid, irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

ARTICLE IX SECURITY

- 9.1 Performance Security** - The successful Bidder will be required to obtain the following security for performance of its obligations under the Contract:

Not Applicable

ARTICLE X GENERAL

- 10.1 Confidentiality** - All information provided by or obtained from the Owner in any form in connection with this ITT either before **or after the issuance of this ITT**:

- a) is the sole property of the Owner and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this ITT and the performance of any subsequent agreement;
- c) must not be disclosed without prior written authorization from the Owner; and
- d) shall be returned by the Proponents to the Owner immediately upon the request of the Owner.

Confidential Information shall not include:

- i. information generally available to the public other than as a result of a breach of these confidentiality obligations;
- ii. information that becomes available to either party through no breach of any contract or law;
- iii. information that either party develops independent of the information provided to it by the other party; or
- iv. information that is required to be disclosed by applicable laws or regulation including the Municipal Freedom of Information and Protection of Privacy Act (Ontario) which is binding on the Owner.

- 10.2 Assignment** – The Bidder will not assign its Bid or any contract constituted pursuant to Section 8.6 or any of its rights or obligations thereunder without the prior written consent of the Owner, which may be withheld in the Owner's sole and absolute discretion.
- 10.3 Severability** – If any provision of the Bid Documents is found to be illegal, invalid or unenforceable, such provision will be deemed to be severed from the Bid Documents and of no force or effect, and the legality, validity and enforceability of the remaining provisions will not be affected.
- 10.4 Notice** – Each notice, request, demand, approval or other communication required or permitted to be given by the Bid Documents will be in writing and shall be deemed to have been properly given and received as follows:
- (a) In the case of the Owner, the communication shall be delivered to HSC at the following e-mail address: rfp@hscorp.ca, with no indication of failure of receipt communicated to the sender during transmission. The communication shall be deemed to have been properly given and received on the date of its transmission, provided that if such day is not a working day or if received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission.
 - (b) In the case of the Bidder, the communication shall be delivered to the Bidder at the Bidder's address or fax number indicated in the Bid Form. The communication will be deemed to have been properly given and received when delivered personally during normal business hours at the address indicated in the Bid Form (or if outside business hours on the next following working day), upon receipt of confirmation when sent by fax to the fax number indicated in the Bid Form, or five working days after having been sent by registered or certified mail, return receipt requested and postage prepaid to the address indicated in the Bid Form.
- Notices will be given to such other address, addressee or fax number as the Owner or the Bidder may from time to time designate by written notice to the other.
- 10.5 Revisions** – Reference in the Bid Documents or in any letter of acceptance issued in connection therewith to the latest revision of any Bid Documents will be deemed to include all prior revisions of such Bid Documents to the extent that the same are not superseded by or do not conflict with any later revisions.
- 10.6 Interpretation** – In the Bid Documents, the singular includes the plural, the plural includes the singular and any gender includes the other gender. Article and Section headings are included for convenience of reference only, are not intended to be full and accurate descriptions of the content thereof and are not otherwise to be considered part of these Instructions for Bidders.

APPENDIX 1 SCOPE OF WORK

- Please refer to the Drawings, attached as **Appendix 1-A** and the Specifications, attached as **Appendix 1-B**.
- Please also note the following:
 - **Base Bid – Phase 1, 6550 Kalar Road, Niagara Falls, ON, Lots A and B**

The Base Bid will consist of the replacement of the parking lot and repairing the front entrance walkway at 6550 Kalar Road building (Lots A and B). Submitted tenders are to include the repair and replacement of the parking lot asphalt paving and walkway, for the property known as “Phase 1 - Westwood Place Housing Co-operative, 6550 Kalar Road, Niagara Falls, ON”, as detailed in the design, specifications and drawings prepared by IRC Engineering.

- **Additional Price to Base Bid – Phase 2, 6600 Kalar Road, Niagara Falls, ON, Lots C, D and E**

An additional price to the base bid is requested for consideration by Westwood’s Board of Directors. The additional pricing is for the replacement of parking lot asphalt paving, for the property known as “Phase 2 - Westwood Housing Co-operative, 6600 Kalar Road, Niagara Falls, ON” (Lots C and D), and paving of the gravel lot at the far south east of the property (Lot E).

- The intent of this tender is to award the work at “Phase 1 - Westwood Place Housing Co-operative, 6550 Kalar Road, Niagara Falls, ON” (Lots A and B) (Base Bid) to the lowest compliant bidder based on the tendered price being within the approved budget and Owner’s approval.
- The work detailed under “Phase 2 - Westwood Housing Co-operative, 6600 Kalar Road, Niagara Falls, ON” (Lots C, D and E) (Additional Price to Base Bid) will proceed at the Board of Directors’ discretion.
- Bidders are directed to prepare their tender submission such that deleting all or part of the Phase 2 (Lots C, D and E) work from the scope will not impact the tendered total price submitted for Phase 1 (Lots A and B).
- Should Westwood Place Housing Co-operative, as a result of this tender exercise, elect to proceed with both Phases 1 and 2, the entire scope of work for both 6550 and 6600 Kalar Road locations will be awarded to a single General Contractor but under separate contracts for each Phase. The General Contractor will be required to consider Phases 1 and 2 fully independent for invoicing purposes and providing site reports.

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**APPENDIX 2
BID FORM**

(Attached as a separate document)

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APPENDIX 3
AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Attached as a separate document)