



Canadian Gateway to the 1000 Islands

ADDENDUM #1

INCLUDE WITH BID SUBMISSION

TENDER NUMBER CS-2021-05

See attached page for items affected by this addendum.

This addendum must be signed and attached with the bid for a complete submission.

I hereby acknowledge receipt of Addendum No. ____ for the above noted contract.

Printed Name

Signature

Organization

Date



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Construction Services for Town Hall Baseball Hardball Diamond

TENDER NUMBER CS-2021-05

Addendum #1

The following items are being addressed by Addendum #1:

1. Question: Is bonding required in the submission of this tender CS-2021-05?

Answer: Yes. The following has been added to the tender.

“A bid bond for not less than 10 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier’s check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.”

2. Wentworth Landscaping is the project manager on this project
3. As per Review and Evaluation section paragraph 3 in the tender document the successful respondent will be required to enter into a contract with the town, see attached sample agreement.
4. In the section - Form of Tender, under section Tender Award, replace the first paragraph text as noted here “Providing the project moves forward, if it can be awarded within the approved budget allotment, the contract will be awarded to the lowest qualified bidder – total contract (including provisional items). If all “Total Contract” bids are over budget, the project will be awarded to the lowest qualified bidder of the core items. Once the lowest qualified bidder has been identified using the above criteria, the Town of Gananoque reserves the right to include all of the provisional items, some of the provisional items, or none of the provisional items at any time during the award or construction process.” Replace the text with this paragraph as stated here below:

Providing the project moves forward, once the best-qualified bidder has been identified, using the criteria identified by the Town of Gananoque, the Town of Gananoque reserves the right to include all of the provisional items, some of the provisional items, or none of the provisional items at any time during the award or construction process.



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**CORPORATION OF THE TOWN OF GANANOQUE
AGREEMENT**

BETWEEN: The Corporation of the Town of Gananoque
(Hereinafter referred to as “the Town”)
OF THE FIRST PART

AND: **XXXXXX**
(Hereinafter referred to as “the Proponent”)
OF THE SECOND PART

WHEREAS authority is given under the *Municipal Act* for the Council of the Town of Gananoque to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Corporation of the Town of Gananoque is desirous of engaging **XXXXXXX** to undertake *the supply and installation of the* **XXXXXXXXXXXXXXXXXX**;

NOW THEREFORE the Town and the Proponent hereby agree to the following terms and conditions:

1. The Proponent will provide the services/scope and undertake the work as set out in the Request for Proposals for the project (attached hereto as Schedule ‘A’) and as described in the proposal submitted by the Proponent and dated **January^{XXth}, 20XX** (attached hereto as Schedule ‘B’), all documents forming part of this Agreement.
2. The Proponent represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any services or employment or enter into any agreement in conflict with this Agreement. The Proponent agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The Proponent shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Town, unless the use of subcontractors is



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expressly stated in the proposal submitted by the Proponent and accepted by the Town.

4. The Proponent acknowledges that while performing the services under this Agreement, that it is not an employee of the Town of Gananoque, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Proponent shall reimburse the Town for any expenses it may have to pay as a result of the Proponent neglecting to do so.
5. The Town agrees to pay the Proponent the professional fees and associated disbursements for **the supply and installation of xxxx** to an upset limit of **\$XXX,XXX.XX** exclusive of HST. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Town. Disbursements will be charged as per the actual costs incurred.
6. The Proponent will invoice the Town for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Town hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Proponent and the Town, the Proponent and the Town hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Proponent will cooperate with the Town's auditor with respect to any financial matters involving business between the Proponent and the Town.
9. The Proponent shall, at all times during the term of this Agreement, maintain not less than \$2,000,000 in liability insurance, with the Town as a named insured. A copy of the insurance policy shall be filed with the Town upon the commencement of the Agreement and the Town shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.

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10. The Proponent shall file a current Workplace Safety and Insurance Board (WSIB) certificate with the Town upon the commencement of the Agreement.
11. The **Name of Group/Organization** shall indemnify and hold the Town of Gananoque harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by **Name of Group/Organization**, their officers, employees or other persons for whom the **Name of Group** is legally responsible arising out of this agreement.
12. The *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Town of Gananoque receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Town and/or the Province upon request.
13. All information collected by the Proponent in the performance of the services described herein shall be considered to be the property of the Town and shall be surrendered to the Town immediately upon request for same. It is understood that in the collection of any information, that the Proponent will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Town.
14. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Town and the Proponent.
15. This Agreement shall be subject to the applicable laws of Canada and Ontario.

Date this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF GANANOQUE



Canadian Gateway to the 1000 Islands

(SEAL)

Ted Lojko, Mayor

Penny Kelly, Clerk

PROPONENT

"I/We have the authority to bind the Corporation"