



The Corporation of the Town of Deep River

REQUEST FOR TENDER

FOR THE

DEEP RIVER ARENA COMPLEX RINK SLAB REPLACEMENT RFT # 2026-OPS-01

Proposals shall be submitted *via email by 2:00 PM Eastern Standard Time (EST) on April 6th, 2026. Submissions* received after that date and time will not be considered further. All submissions must be in accordance with the requirements stated in this RFP.

All Submissions shall be directed to both contact persons listed below for this RFT:

CONTACT: David McCarthy, Director of Operations
and
Jessy Pace, Executive Assistant/Deputy Clerk

ADDRESSED TO: dmccarthy@deeperiver.ca
jpace@deeperiver.ca

SUBJECT: Deep River Arena Rehabilitation Project - RFT
2026-OPS-01

Any questions or clarification regarding this Request for Tender (RFT) must be communicated via email to jpace@deeperiver.ca by **March 30th, 2026 at 12:00 PM.**

Submissions will not be opened in public and will be posted on our website. Only proponent names will be announced, details including price will not be announced.

NOTE: Should any potential bidders download this Request for Tender, it is the Proponent's responsibility to check for any Addenda's which will be posted on the Town website deeperiver.ca

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PART A: Instruction to Bidders**1. Tender Delivery and Opening**

- .1 The Corporation of the Town of Deep River will only accept electronic submissions for this tender submitted by email to both of the below contacts. The subject line should read: Deep River Arena Complex Rink Slab Replacement - RFT 2026-OPS-01

David McCarthy, Director of Operations
dmccarthy@deeperiver.ca

Jessy Pace, Executive Assistant / Deputy Clerk
jpace@deeperiver.ca

Any submissions submitted and/or received late or by any other means shall be rejected unless the Municipality has instructed otherwise by published addendum.

- .2 Stipulated Price tenders are invited for the supply of all labour, material, equipment and services to complete the work for the Deep River Arena Complex Rink Slab Replacement, located at 2 Clubhouse Way, Deep River, Ontario, K0J 1P0 in accordance with the Drawings and Specifications prepared by Barry Bryan Associates (Attachment 2).
- .3 The Tender Documents including the Contract Form (Canadian Standard Form of Agreement between Town and Contractor, Canadian Standard Construction Document CCDC 2, 2020), as amended by the Supplementary General Conditions, the Instructions to Bidders, Specifications, Tender Form, and the Drawings are all complementary and shall be read together.
- .4 The bidder shall be responsible for the distribution of all Contract Documents and Addenda to all Subcontractors and suppliers.
- .5 Individual drawings, partial sets of drawings and individual sections of the specifications are not available.
- .6 No claims for payment will be accepted because of failure on the part of the Town, the Consultant or their representatives to supply any Subcontractor with all or part of the Contract Documents and Addenda thereto, which will have been supplied to the Bidder up to the closing date.
- .7 The Town reserves the right to dismiss any or all tenders at their sole discretion. The lowest tender will not necessarily be accepted.

- .8 The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders by Council and By-laws which could in any way pertain to the work outlined in the Contract or to the employees of the Contractor. Without limiting the generality of the foregoing, the Contractor shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a supplier, a Constructor and/or Employer with respect to or arising out of the performance of a Contractor's obligations under this contract.
- .9 There will be no public opening for this tender. Results will be posted on the Town's website (deeriver.ca) after the closing date.

2. Schedule of Events

Event	Date, Time, Location
Issue Date	March 17 th , 2026
Mandatory Pre-Bid Meeting	March 25 th , 2026 at 11:00 AM
Deadline for Questions	March 30 th , 2026 at 12:00 PM
Response to Questions	April 1 st , 2026
Submission Deadline	April 6 th , 2026 at 2:00 PM
Estimated Award Date	April 10 th , 2026

3. Mandatory Pre-Bid Meeting

- .1 A mandatory pre-bid meeting for potential bidders will take place on **Wednesday March 25th, 2026 at 11:00 AM, the meeting will be held at the Deep River Arena – 2 Clubhouse Way, Deep River, Ontario, K0J 1P0**. Failure to attend the meeting will disqualify the prospective bidder's tender. Each bidder will have the opportunity to examine the site, all areas and services which may affect the proper execution of the work. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable prior to the date of submission of tenders.

4. Tender Submission

- .1 The attached Tender Form shall be filled in exactly as required.
- .2 Bidders shall submit their complete Tender as stated in Part A, 1.1.
- .3 The Tender submission shall include all required bid documents as identified, with the project name, and the name and address of the tenderer.

- .4 Tender Forms shall be completed in a legible manner without alterations or erasures. Incomplete tenders will not be considered.
- .5 The onus unequivocally remains with the Bidder to ensure that the tender is successfully submitted to the contacts prior to the closing date, in accordance with the submission instructions as stated in Part A, 1.1
- .6 Late tenders will not be accepted.

5. Inquiry

- .1 The Bidder is advised that inquiries regarding the interpretation of the tender documents shall be directed to Jessy Pace, jpace@deeperiver.ca by **March 27th, 2026 at 4:00 PM.**
- .2 Each Bidder shall examine the Tender Documents as soon as possible after receipt thereof, and should they discover any errors or omissions therein they shall at once submit a question to Jessy Pace, jpace@deeperiver.ca. A written addendum may be issued that will be posted on the Town website (deeperiver.ca) with instruction to all bidders.

6. Addenda

- .1 Bidders may, during the tendering period, be advised by Addenda of required additions to, deletions from, clarifications to, or alterations in the requirements of the Tender Documents. All such changes shall become an integral part of the Tender Documents and shall be allowed for in the Stipulated Price.
- .2 It is the responsibility of the proponent to monitor the Towns website for any addenda that may arise. Should any addenda be necessary, they will be posted on the Town website on or after **Friday, March 27th, 2026.**
- .3 Failure to acknowledge addenda shall result in a rejected tender.

7. Insurance

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Town with evidence of:

- .1 Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; Town & contractors protective; occurrence property

damage; products; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

- .2 Automobile Liability Insurance respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.
- .3 The Policies shown above shall not be cancelled unless the Insurer notifies the Town and Barry Bryan Associates in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Town.

8. Health and Safety & WSIB

- .1 The Contractor shall be aware of and conform to all governing regulations, including those established by the Town, related to employee health and safety. The Contractor shall keep employees and sub-contractors informed of such regulations.
- .2 The Contractor will be required to submit to the Town a statement from the Workplace Safety & Insurance Board, that all assessments the Contractor is liable to pay under the Act or successor legislation have been paid. Such statement or Certificate of Clearance shall be provided prior to the issuance of the Contractor's last payment and at any other time when requested to do so.

9. Base Bid Tenders

- .1 Materials and equipment are specifically described and named in this Specification to establish a standard of materials and workmanship to which the Bidders shall strictly adhere to. Where manufacturer's trade names are used, the Stipulated Price shall be based on the use of such materials and equipment as specified, no substitutions will be allowed.
- .2 Bidders may submit with their tender alternatives based on the use of alternative material equivalent to the materials or equipment specified in quality and performance and provided clearances and dimensions shown on the drawings are maintained. For all such alternative proposals the Bidder shall include the appropriate information in Appendix 'A' to the Tender form and supplementary information as follows:
 - .1 Item Specified
 - .2 Proposed Substitution or Addition including manufacturer's name, supplier's name, and product identification.
 - .3 Change in price if any.
 - .4 A letter attached to Appendix 'A' including the reason for the proposed substitution and a detailed description of alternative including identification of differences from specified products along with a statement assuming full responsibility that any equipment shall not exceed the space requirements allocated on the drawings. The successful Bidder shall be responsible for any additional design architectural, or engineering costs as may be incurred by the

- Consultant, and any installation cost resulting from the acceptance of a substitute piece of equipment or product.
- .5 The Tenderer further agrees to submit product material specifications, samples, technical data, references or any other supporting documentation upon request, as may be necessary for the Town and Consultant to evaluate any proposed Alternative.
 - .6 Under no circumstances shall the value of an alternative material or equipment be included in the Stipulated Price.
 - .7 Under no circumstances will alternatives submitted after the closing of Tenders be considered.
 - .8 The Town reserves the right to accept or reject proposed alternatives as they see fit, and also to claim for themselves the financial benefit of a substitution, if a substitution is accepted. A rejection by the Town of the proposed alternative is final and the Town does not become obligated to give any reason for their action.

10. Ability, Qualifications and Experience of Tenderer

- .1 The Town reserves the right to:
 - .1 Cancel the Tender at any time prior to acceptance of a bid;
 - .2 Evaluate submissions based on past performance, timely project completion, appropriate manpower, equipment and facilities;
 - .3 Reject any or all bids;
 - .4 Accept the Tender in whole or in part;
 - .5 Reject any tender where satisfactory evidence of sufficient capital, plant capacity and experience to successfully prosecute and complete the work in the specified time, is not furnished by the bidder;
 - .6 Not consider a bidder who has been terminated by the Town or has been deemed by the Town to have provided unsatisfactory performance on any previous or current contract, or based on previous dealings between the Town and the bidder;
 - .7 Not consider a bidder who is currently involved in or responsible for litigation of any kind against the Town; and
 - .8 Not accept the lowest or any tender.
- .2 Tenders containing escalation clauses will not be considered.
- .3 Without limiting the generality of the foregoing, any tender which is incomplete, illegible or obscure, or which contains alterations not called for, or irregularities of any kind, may be rejected.
- .4 Should a dispute arise from the terms and conditions of this contract regarding meaning, intent or ambiguity, the decision of the Town shall be final.
- .5 The Town reserves the right to reject any tender where satisfactory evidence of sufficient capital, plant and experience to successfully prosecute and complete the

work in the specified time, is not furnished by the Tenderer where requested by the Town. This evidence shall be provided by completing the following statements.

11. Harmonized Sale Tax

- .1 The Tenderer shall NOT include any amount in their tender unit prices for the HST. The H.S.T. will be shown on each payment certificate and will be paid to the contractor in addition to the amount certified for payment and will therefore not affect the contract unit prices.

12. Changes to Government Taxes

- .1 Claims for compensation for additional tax cost shall be submitted by the Contractor to the Town. Such claims for additional tax costs shall be submitted no later than 30 days after the date of acceptance of the work.
- .2 Where the Town benefits from a change in Canadian federal or provincial taxes, the Contractor shall submit to the Town a statement of such benefits. This statement shall be submitted no later than 30 days after the date of acceptance of the work.
- .3 The Town reserves the right to make deductions from regular progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be withheld from Contract payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs, at which time the final payment adjustment will be determined.

13. Time of the Essence

- .1 Bidders are cautioned that time is of the essence in this Contract and that the ability to complete the work within the stipulated time period will be one of the factors considered in the award of the Contract.
- .2 Upon commencing work on site, all work must continue until completion without delay or work stoppage unless instructed otherwise by the Town.
- .3 The Contractor shall perform the work on a Monday to Saturday basis between the hours of 7:00 am and 6.00 pm., and on Sundays between the hours of 12.00 noon and 7.00 pm., unless otherwise directed by the Town. The Town may require that work be restricted at certain times, and will provide a minimum of 24 hours written notice of such times.
- .4 The Contractor shall refrain from work on Statutory Holidays recognized by the Town. Under special circumstances, approval may be given for work on Statutory Holidays, at the discretion of the Town. The Contractor will submit written notification at least four (4) days in advance of the Statutory Holiday on which they desire to work,

indicating the nature of the work to be performed. The Contractor must obtain written permission from the Town authorizing work on a specific Statutory Holiday.

- .5 The Contractor will be required to provide all labour, material and equipment and direct their subcontractors and suppliers to work the number of shifts and days that are necessary to meet the Town's schedule.
- .6 Bidders shall allow in their Stipulated Price for all premium time and other costs as necessary to meet the required completion date.

14. Timeline

- .1 Work shall be completed in accordance with the following schedule:

Commencement Date:	Thursday, April 10 th , 2026
Substantial Completion Date:	Saturday, August 29 th , 2026
Total Completion Date: <i>(Ready for ice making pull down process)</i>	Monday, September 7 th , 2026

15. Location

- .1 The site is located at **2 Clubhouse Way, Deep River, Ontario, K0J 1P0.**

16. Execute Contract

- .1 The Successful Bidder shall execute the Contract Documents within ten (10) calendar days of receipt of notification of Acceptance of Tender from the Town.
- .2 The Successful Bidder shall commence the Work at the site within three (3) calendar days of receipt of Notification to Commence Work, and complete all construction to the satisfaction of the Town and the Consultant as indicated in Section 7 herein.
- .3 Failure by the Successful Bidder to meet the above requirements will entitle the Town to cancel the award of the Contract. The Town may then award the Contract to one of the other bidders or to take such other action as they choose.

17. Bid Deposits

- .1 Each Tender submission must be accompanied by a Bid Deposit in the form of a certified cheque, bank draft, money order or irrevocable letter of credit in the amount(s) of 10% of Tendered Bid made payable to the Corporation of the Town of Deep River as surety that, if the Tender is accepted, a Contract will be entered into for the proper performance of the work. The Bid Deposit of the Bidder whose submission is accepted shall be forfeited by the Bidder should the Bidder fail to

execute a contract and provide the necessary documents as required within this document (Insurance Certificate, Workplace Safety and Insurance Board letter of clearance) within seven days after receiving written notice from Town of Deep River of the award of the contract to the Bidder.

- .2 Tenders that do not contain the required Bid Deposit will be declared non-compliant and will be rejected.
- .3 Bid deposits will be returned to the respective bidders within 10 days after the bids have been opened except those which Town of Deep River elects to retain until the successful Bidder has complied with the requirements for insurance certificate(s), WSIB clearance certificate or other such documents required by this document.

18. Bonding Requirements

- .1 The successful Tenderer is required to provide a Performance Bond, and a Labour and Material Payment Bond, each in an amount equal to Fifty percent (50%) of the Total Tender Price, including Harmonized Sales Tax, to guarantee his/her faithful performance of this Contract and his/her fulfillment of all obligations in respect of maintenance and payment for labour and materials used on this work.
- .2 Each Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada.
- .3 Only bonds issued by insurers licensed in Canada will be accepted as per the terms and conditions of these tender documents.

19. Subject to Budget Provision

- .1 In the event the tenderer exceeds the Town's budget, the procedures recommended in CCDC 2020 will be used.
- .2 In the event that all Bids received exceed the Town's budget, the Town will negotiate changes in the scope of the work with the bidder submitting the lowest acceptable Bid. When the negotiations result in a Contract Price acceptable to both parties, no re-bidding of the project is necessary, and the Contract should be awarded at the negotiated price.
- .3 If negotiations fail to produce a Contract Price acceptable to both parties, or if, in the first instance, the changes contemplated result in a value in excess of 15%, the Bid Documents may be amended and invitations to re-bid be restricted to the three (3) lowest acceptable Bids on the original Bid Call.

20. Payments

- .1 The Contractor shall submit a final invoice for payment directly to the Town of Deep River upon satisfactory completion of the project as subject to review and verification of the Project Manager. The invoice for payment shall clearly state the quantity and value of work performed and include any work and invoices of sub-contractors.
- .2 Except as herein provided, payments under this Contract will be made in accordance with CCDC General and supplementary general conditions.
- .3 In order to obtain a Certificate of Substantial Performance, the Contractor shall submit a written request to the Town for issuance of the certificate.
- .4 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the North Renfrew Times.
- .5 When the Town issues the Certificate of Substantial Performance the Town will also issue the Substantial Performance Payment Certificate and the Substantial Performance Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate.
- .6 The Substantial Performance Statutory Holdback Release Payment Certificate will be a payment certificate releasing to the Contractor the statutory holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such statutory holdback shall be due 60 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:
 - .1 A release by the Contractor in a form satisfactory to the Town releasing the Town from all further claims relating to the Contract,
 - .2 A statutory declaration in a form satisfactory to the Town that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained;
 - .3 A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
 - .4 proof of publication of the Certificate of Substantial Performance.
- .7 The Contractor shall include in the Total Tender Price the publication cost of the Certificate of Substantial Performance. Publication is mandatory whether the Contractor requests Substantial Performance or not.



21. Cash Allowance

.1 Include in the Stipulated Price, the following cash allowances:

Independent Inspection & Testing	\$ 10,000.00
Electrical Allowance	\$ 15,000.00
Sanitary Drain Modifications	\$ 15,000.00
Refrigeration Allowance	\$325,000.00
TOTAL CASH ALLOWANCES	\$365,000.00