

1. TENDER FOR THE CONSTRUCTION OF

**WATER TREATMENT PLANT  
STANDBY GENERATOR SYSTEM  
Tender No. 14-OF-11**

1.1 SUBMISSION

The following Tender is hereby submitted to:

**The Corporation of the Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9**

Hereinafter called the "Owner"

On behalf of:

M.C. Lough Electric Inc.

Contractor

Box 815, 359 Kennedy Rd. Dryden ON P8N 2Z4  
Address

October 21, 2014  
Date

hereinafter called the "Tenderer"

- 1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H.S.T.) of:

One hundred eighty six thousand one  
hundred eleven dollars (\$186,111.00.....)

## 1.2 CONTINGENCIES AND ALLOWANCES

- 1.2.1 We agree that the Tender Price includes the contingency sum of **\$13,000** and that no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the Contract Price.

## 1.3 ADDITIONS AND DEDUCTIONS

- 1.3.1 The Tenderer agrees that, if this tender is accepted by the Owner:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of an Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.

- 1.3.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in paragraph 1.4.1 above shall be determined as follows:

- (i) The Schedule of Tender Prices shall apply where applicable;
- (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

- 1.3.3 The Tenderer agrees that it is not entitled to payment of the Contingency Allowance except for additional work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Contract Administrator in writing.

## 1.4 ADDENDA

- 1.4.1 We agree that we have received Addenda ..... to ..... inclusive, and the tender price includes for the provisions set out in such Addenda.

## 1.5 CONTRACT TIME

- 1.5.1 We agree to commence the Work and to proceed continuously to completion and to complete the Work by February 20, 2015. Exterior surface restoration to be completed in year 2015 as soon as the weather permits.

1.6 SCHEDULE OF TENDER PRICES

| A. Construction |  |              |
|-----------------|--|--------------|
| 1.              | <b>GENERAL</b>   |              |
|                 | (a) Mobilization and Demobilization  | \$ 8,000.00  |
|                 | (b) Cost of Bonds and Insurance  | \$ 4,000.00  |
| 2.              | <b>ELECTRICAL</b>  |              |
|                 | a) Install new Standby Generator System and Automatic Transfer Switch (ATS)  | \$ 51,780.00 |
|                 | b) Supply and install electrical cables, conductors, cable tray and all electrical components required to complete the job.        | \$ 80,000.00 |
|                 | c) Complete grounding and bonding including all conductors, clamps and all equipment necessary to meet specifications and/or Code. | \$ 4,800.00  |
|                 | d) Miscellaneous junction boxes, fittings, brackets, clamps, straps, etc., as required to complete the job.                        | \$ 3,120.00  |

SECTION A - SUBTOTAL CONSTRUCTION

\$ 151,700.00

| B. Cash Allowances |  |             |
|--------------------|--|-------------|
| 1.                 | Contingency Allowance for Existing Switchgear Upgrades | \$ 5,000.00 |
| 2.                 | Contingency Allowance for Rental Generator             | \$ 8,000.00 |

SECTION B - SUBTOTAL CASH ALLOWANCES

\$ 13,000.00

BASE BID (A+B) [excluding HST]

\$ 164,700.00

HST at 13% on Base Bid above

\$ 21,411.00

|                           |                      |
|---------------------------|----------------------|
| <b>TOTAL TENDER PRICE</b> | <b>\$ 186,111.00</b> |
|---------------------------|----------------------|

M.C. LOUGH ELECTRIC INC  
Box 815, 359 Kennedy Road  
DRYDEN, ONTARIO P8M 2Z4  
(807) 223-4549 Fax (807) 223-4257

1.7 SCHEDULE OF TENDER PRICES

- 1.7.1 Contractors are to show HST separately after the base price of the bid. This figure must match the HST calculated and shown on Unit Price sheets.
- 1.7.2 HST will be calculated based on the sub total amount following customary tax calculation.
- 1.7.3 Contractors will show HST owing on their invoices and draw certificates.
- 1.7.4 Award of Tender is based on lowest compliant BASE bid EXCLUDING all tax.

1.8 DECLARATIONS OF TENDERER

- 1.8.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.
- 1.8.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

1.9 CONDITIONS OF TENDER

- 1.9.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

1.10 DISCLAIMER

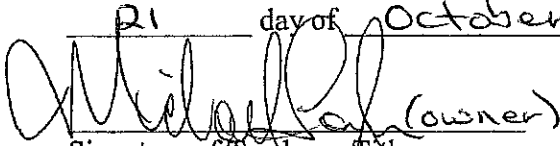
- 1.10.1 The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

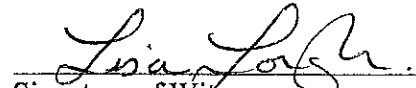
M.C LOUGH ELECTRIC INC  
Box 315, 359 Kennedy Road  
DRYDEN, ONTARIO P8N 2Z4  
(807) 223 4549 Fax (807) 223-4257

1.11 SIGNING OF TENDERS

Dated at Dryden Ontario this

21 day of October, 2014.

  
Signature of Tenderer, Title  
Michael Lough

  
Signature of Witness

\_\_\_\_\_  
Signature of Tenderer, Title

\_\_\_\_\_  
Signature of Witness

**NOTE:** In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

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

**"If the tender is submitted by an individual or partnership, it is deemed to be given under seal."**

ACCEPTED BY THE CORPORATION OF THE TOWN OF FORT FRANCES

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

M.C. LOUGH ELECTRIC INC.  
Box 815, 359 Kennedy Road  
DRYDEN, ONTARIO P8N 2Z4  
(807) 223-4549 Fax (807) 223-4257

AGREEMENT TO BOND

Date: October 15, 2014  
Hatch Mott MacDonald  
Thunder Bay, Ontario  
336152

Name of Surety Company: INTACT INSURANCE COMPANY  
Address of Surety Company: 1100-999 West Hastings  
Vancouver, British Columbia  
V6C 2W2

Gentlemen:

**Water Treatment Plant  
Standby Generator System**

**Tender No. 14-OF-11**

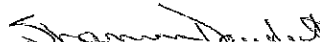
**in the Town of Fort Frances, Ontario**

In consideration of the Owner accepting the tender of and executing an Agreement with M.C. LOUGH ELECTRIC INC. (hereinafter referred to as "the Tenderer") for the Town of Fort Frances Water Treatment Plant Standby Generator System, Tender No. 14-OF-11 in the Province of Ontario subject to the express condition that the Owner receive the Performance Bond and the Payment Bond in accordance with the said tender, we the undersigned hereby agree with the Owner, to become bound to the Owner as surety for the Tenderer in a performance bond in an amount equal to 100 percent of the tender price, and a payment bond in an amount equal to 25 percent of the tender price, in the standard forms of the Canadian Construction Association and in accordance with the said tender, and we agree to furnish the Owner with the said bonds within 7 days after notification of the acceptance of the tender has been mailed to us.

Yours truly,

INTACT INSURANCE COMPANY

[Name of Surety Company]

 Shannon Doudiet - Attorney-in-fact

[Address]

1100-999 West Hastings, Vancouver, British Columbia V6C 2W2

[Seal]

**NOTE:** This Agreement must be executed on behalf of the surety company by its authorized officers under the company's corporate seal.

Enter name and address of surety company at the top of the page.

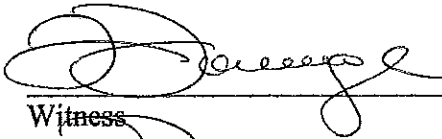
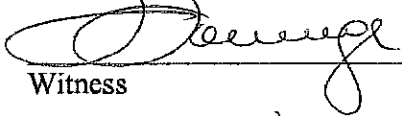
## OCCUPATIONAL HEALTH AND SAFETY AGREEMENT:

It is hereby agreed that:

M.C. Lough Electric Inc.  
(Name of Tenderer)

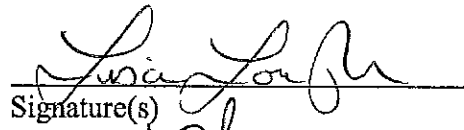
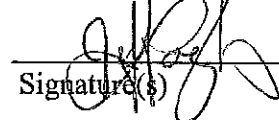
shall not hold the Corporation of the Town of Fort Frances responsible for any violations committed under the Occupational Health and Safety Act and that all work performed under the Contract shall be in conformity with the Occupational Health and Safety Act, and, the safety standards and policies of local authorities. All persons working on this project shall be required to wear personal safety equipment at all times.

The employees, agents or representatives of the tenderer on the project is versed with the requirements of the Act. These personnel are knowledgeable in the safety procedures required during the performance of the Contract.

  
Witness  
  
Witness  
Jeff Lough

Box 815, 359 Kennedy Rd  
Printed Name(s) & Address(es)  
Dryden ON P8N 2Z4

October 21/14  
Date

  
Signature(s)  
  
Signature(s)

LISA LOUGH  
Printed Name(s)

October 21/14  
Date

Company Seal

This document is to be completed and filed with the tender submission

## **TENDERING STATEMENTS**

- A Tenderer's Experience in Similar Work
- B Tenderer's Senior Supervisory Staff
- C Sub-Contractors and Suppliers



STATEMENT "A" - TENDERER'S EXPERIENCE IN SIMILAR WORK

| <u>Year</u> | <u>Description of Contract</u>  | <u>Owner's Name</u>                                       | <u>Value</u>   |
|-------------|---|---|----------------|
| 2014        | 550kw Generator<br>Abram Lake MNR   | Infrastructure<br>Ontario and Lands<br>Corporation        | \$187,170.00   |
| 2012        | 200kw standby Diesel<br>Generator - Dryden<br>DPP Modernization Project                                 | Shield Infrastructure<br>Partnership                      | \$979,195.04   |
| 2011        | 11.9 mega watts<br>CO-Generation - Prework<br>Shutdown, Power Distribution<br>MFROI Turbine / Condenser | Dominion Pulp<br>Mill - Dryden<br>Township of<br>Atitokan | \$1,371,460.00 |
| 2009        | Township of Atitokan<br>WTP standby Power 30kw  | Atitokan  | \$456,227.00   |
| 2009        | Lac Seul Power<br>Generation "Complete<br>Electrical"<br>12.5 mega watts.                               | Ontario Power<br>Generation                               | \$2,479,955.29 |

STATEMENT "B" - TENDERER'S SENIOR SUPERVISORY STAFF

| <u>Name</u>   | <u>Appointment</u> | <u>Qualification<br/>and Experience</u> |
|---------------|--------------------|---|
| Michael Lough | Owner              | Master Electrician<br>52 yrs experience |
| Jeff Lough    | General Manager    | Master Electrician<br>22 yrs experience |

**STATEMENT "C" – SUB-CONTRACTORS AND SUPPLIERS**

The Tenderer shall quote the name and address of each proposed sub-contractor or supplier. After the Tender has been accepted by the Owner, the Contractor shall not be allowed to substitute other sub-contractors or suppliers in place of those named below without written approval of the Engineer.

**NOTE:** Indicate "N/A" or "None" if you intend on performing all aspects of this Work.

| <u>Sub-Trade Section or Equipment</u> | <u>Name and Address of<br/>Sub-Contractor or Supplier</u> |
|---------------------------------------|---|
| NIA                                   | NIA.  |
|                                       |   |
|                                       |   |
|                                       |   |
|                                       |   |
|                                       |   |
|                                       |   |