

Wigwamen Incorporated
25 Imperial Street, Suite 310
Toronto, ON M5P 1B9
416-481-4451

**Call For Tender For Renovations:
Requirements and General Conditions**

**INTERESTED BIDDERS MUST CONTACT WIGWAMEN INCORPORATED
TO REQUEST A TENDER INVITATION PACKAGE FOR EACH
RENOVATION CONTRACT.**

**ALSO NOTE THAT INTERESTED BIDDERS MUST ATTEND AN ON-SITE
MEETING WITH A WIGWAMEN REPRESENTATIVE APPROXIMATELY
ONE WEEK BEFORE TENDER PACKAGES ARE DUE.**

Sealed tender packages must be received at Wigwamen Incorporated, 25 Imperial Street, Suite 310, Toronto, as per the date and time specified in the Short Form Contract. Faxed copies are not acceptable.

Tender packages must include the following:

- 1) Two completed copies of the Short Form Contract and General Conditions, dated and signed.
- 2) Two completed copies of the specifications, including itemized pricing.
- 3) Samples, colour selections and other information as requested in the specifications.
- 4) Other completed documentation as included in the tender invitation.

Incomplete packages and documentation will constitute an incomplete tender package and will result in disqualification.

The lowest or any tender will not necessarily be accepted.

General Conditions:

The parties to this contract covenant and agree as follows:

1. The Contractor will indemnify and save harmless the Corporation from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this contract.
2. The Contractor will maintain at his expense, insurance to protect the Corporation against all liabilities or damages in respect of injuries to persons (including injuries resulting in death) in the minimum amount shown on the face of the Short Form Contract, and in respect of damage to property in the minimum amount shown on the Short Form Contract, arising out of performance of the work. The Contractor will submit to the Corporation proof that such policies are in force.
3. The various works or services are to be carried out and completed to the satisfaction of the designated Corporation Representative and in accordance with plans and specifications.
4. The Contractor may not assign or sublet this contract or any part thereof without the written consent of the designated Corporation Representative.
- 5(a) Where the Contractor has failed or delayed in diligently executing the work to the satisfaction of the Corporation, and the Corporation has given written notice thereof to the Contractor and such failure or delay continues for one week after such notice, the Corporation may terminate this contract. In the event of such termination, the Corporation will pay to the Contractor an amount equal to the total contract price less an amount that represents the cost in the sole opinion of the Corporation to complete the work.
- 5(b) Notwithstanding the remedy available in paragraph 5(a) above, and whether or not the Corporation chooses to avail itself of that remedy, time shall be of the essence of this contract and the Corporation may charge, and the Contractor shall pay the Corporation the sum of 2% of the contract price by way of liquidated damages for every day he is late in completing the work contemplated by this contract.
6. The work or service performed under this contract shall comply to all municipal by-laws, provincial regulations and the current edition of the Residential Standards. The Contractor is to be responsible for all required permits, inspections and display the permits on the job site.
7. The Corporation and its designated representatives shall at all times have access to the work whether it is in preparation or progress and the Contractor shall provide for such access or inspection.

8. The Contractor will daily, upon completion of the work, clear and clean the work and its site to the satisfaction of, and in accordance with any directions of the designated Corporation Representative.
9. The Contractor shall comply with all applicable safety regulations throughout the life of the contract, and shall at his own expense do whatever is necessary to ensure that no person, property, right, easement or privilege is impaired, damaged or infringed by reason of the Contractor's activities under this contract.
10. Labour conditions attached are included in this contract.
11. The Contractor shall submit for the Corporation's approval such standard manufacturer's samples as the Corporation may reasonably require. Samples shall be labeled as to origin and intended use in the work and shall conform to the Corporation's standards.
12. The Contractor will rectify at this own expense any defect in material or workmanship which appears in the work within twelve (12) months of the date of final acceptance of the work by the Corporation.
13. The Contractor shall repair within 72 hours any damage caused by him.
14. The Contractor understands and accepts that the Corporation is required to comply with the provisions of the Construction Lien Act, R.S.O. 1990, c. C. 30, as amended or replaced from time to time, and to maintain holdbacks in accordance with the said Act. The Contractor, on completion of the contract and approval by the designated Corporation Representative, will issue a Statutory Declaration for the release of the 10% holdback in compliance with the Construction Lien Act.
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16. The Contractor is to provide Wigwamen Incorporated with a G.S.T. Registration number on all invoices.
17. The Contractor is to be responsible for the interior of the premises to be left in a move-in condition.
18. The Contractor is to be responsible for the thorough clean-up of yard debris.
19. Any deviation or addition to the spec. provided must be submitted in writing and approved by the designated Corporation Representative prior to its implementation.