

TOWN OF MARATHON

SPECIFICATION

FOR

Marathon Wastewater Treatment Plant Renovation

Project #25-055

Prepared by:



**1918 Yonge Street
Thunder Bay, Ontario
(807) 624-5160 (phone)
(807) 624-5161 (fax)**

SEALS PAGE

PROJECT TITLE: Marathon Wastewater Treatment Plant Renovation
PROJECT LOCATION: Town of Marathon
PROJECT NUMBER: 25-055
DATE: May 06, 2026

MECHANICAL ENGINEER			
ELECTRICAL ENGINEER			

Part 1 General

1.1 INVITATION

- .1 Invited Tenders
 - .1 Invited Tender Offers signed under seal, executed, and dated will be received by TBT Engineering Limited, hereafter called the Consultant located at 1918 Yonge Street, Thunder Bay, Ontario before **2:00 p.m. local time, May 14th, 2026.**
 - .2 Offers submitted after the above time will be returned to the bidder unopened.
 - .3 Offers will be opened privately at the office of the Consultant.
 - .4 Fax amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer. However, ORIGINAL signed and sealed tender and bid bonds must be received by personal delivery, mail or courier prior to closing date.
 - .5 Bids submitted via facsimile will **not** be accepted.
 - .6 All entries in the tender shall be made in ink or typewritten.
 - .7 Tenders shall be completed **IN FULL** on the Form of Tender provided.
 - .8 The Owner is not responsible to reimburse Bidders for any expenses, no matter how incurred, in the preparation of their Bid submission as required pursuant to the tender process.

1.2 INTENT

- .1 The intent of this Bid Call is to obtain a lump sum price to complete the Marathon Wastewater Treatment Plant Renovation in Marathon, Ontario.
- .2 The successful Bidder shall perform and complete the Work in accordance with the requirements outlined in this Bid Call and the submitted Bid.
- .3 It is understood that the Bid submitted by the successful Bidder, when accepted by the Owner, shall form a binding agreement. The Owner will issue a Purchase Order to the successful Bidder, and the Purchase Order, together with the accepted Bid and any referenced documents, shall constitute the entire agreement between the parties.

1.3 CONTRACT DOCUMENTS IDENTIFICATION

The Purchase Order issued by the Owner shall serve as the formal and binding agreement for the Work.
No separate construction contract (including CCDC forms) will be executed

1.4 CONTRACT/BID DOCUMENTS

- .1 Bid Documents shall include:
 - .1 Instructions to Bidders;
 - .2 Bid Form;

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- .3 Any supplementary forms or information issued during the Bid period
 - .2 Definitions
 - .1 Purchase Order (PO): The document issued by the Owner forming the binding agreement for the Work.
 - .2 Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form and Bid Supplementary Forms identified herein.
 - .3 Bid, Offer, or Bidding: Act of submitting an offer under seal.
 - .4 Bid Price: Monetary sum identified in Bid Form as an offer to perform work.
 - .3 Availability
 - .1 Electronic copies of the bid documents will be sent to each bidder.
 - .2 Hard copies of Bid Documents may be obtained upon request at the office of the Consultant located at 1918 Yonge Street, Thunder Bay, Ontario.
 - .3 One set of Bid Documents can be obtained by bidders from the Consultant upon receipt of a non-refundable deposit by cash or certified cheque in amount of \$125.00 per set.
 - .4 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 Examination
 - .1 Bid Documents may be viewed at the office of the Consultant.
 - .2 Upon receipt of Bid Documents verify that documents are complete; notify Consultant should the documents be incomplete.
 - .3 Immediately notify the Consultant upon finding discrepancies or omissions in the Bid Documents.
 - .5 Queries/Addenda
 - .1 Direct all questions in writing only to Sibin Varghese, E-mail: svarghese@tbte.ca
 - .2 Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Include related costs in the Bid Price.
 - .3 Verbal answers are only binding when confirmed by written addenda.
 - .4 Clarifications requested by bidders must be in writing not less than seven (7) calendar days before date set for receipt of Bids. Reply will be in form of an addendum, a copy of which will be forwarded to known bidders no later than five (5) working days before receipt of Bids. **Last day for questions will be 12:00 noon Tuesday May 12th, 2026. Last Addendum will be issued by 3:00pm Wednesday 13th, 2026.**
 - .6 Product/System Options
 - .1 The Contractors are to bid the Project as per the Contract Drawings and Specifications. The Contractor may submit product alternates/equivalents with

their bid submission. Product alternatives/equivalents submissions shall include the following:

- .1 Sufficient information to enable the Consultant to determine acceptability of such products.
- .2 Any revisions to the scope of work to accommodate the installation, execution or commissioning of the requested product alternatives/equivalents.
- .3 The dollar amount in CDN funds of any additions or reductions from the Bid Price, including the costs associated with any revisions to the scope of work.

1.5 BID SUBMISSION

.1 Bid Depository: The Bid Depository system of bid collection shall not be used.

.2 Submissions:

- .1 Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- .2 Submit one copy of the executed offer on the Bid Forms provided, signed and corporate sealed. Bids will be received electronically by the Consultant. Email your completed bid to bwanecki@tbte.ca prior to the closing time and date. Email to be clearly identified with bidder's name, project name and Owner's name in the subject line as follows:

Contractor's name, Town of Marathon - Marathon Wastewater Treatment Plant Renovation

.3 Improperly completed information may be cause not to open the bid and declare the bid informal.

.4 **BID CALL SCHEDULE**

The following is the schedule for the Bid Call:

- .1 Issue Date of Tender Package: Wednesday, May 06th, 2026
- .2 Deadline for Questions: Tuesday, May 12th, 2026, 12:00 P.M. (EDT),
- .3 Deadline for Issuing Addenda: Wednesday, May 13th, 2026, 3:00 P.M. (EDT),
- .4 Bid Call Deadline: Thursday, May 14th, 2026, 2:00pm (EDT)
- .5 Anticipated Construction Completion: November 15, 2026

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The Bid Call Schedule is tentative only and may be changed by the Owner in its sole discretion at any time prior to the Bid Call Deadline.

1.6 BID ENCLOSURES / REQUIREMENTS

.1 Insurance

- .1 Provide signed "Undertaking of Insurance" on the standard form provided by insurance company stating intention to provide insurance to Bidder in accordance with insurance requirements of Contract Documents.
- .2 Bid Form Requirements
 - .1 The total completion date in the Agreement shall be this completion time. All work must be completed by the **November 15, 2026**.
 - .2 The Owner requires that the work under this contract begin as soon as possible and be completed by November 15, 2026 such that freezing temperatures do not delay construction, commissioning and completion of the Project. Consideration will be given to time of completion when reviewing the submitted bids.
- .3 Bid Signing
 - .1 The bid form shall be signed under seal by the bidder.
 - .2 Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - .3 Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word partner under each signature. Affix seal to each signature.
 - .4 Limited Company: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the President and Secretary of the company, or the President-Secretary-Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the bid in the bid envelope.
 - .5 Joint Venture: This Contract is being tendered by invitation only. Any invited contractor wishing to execute a joint venture must request prequalification from the Owner/Consultant. If prequalified, each party of the joint venture shall execute the bid under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.
- .4 Appendices to the Bid Form
 - .1 Contract Documents: Complete listing as scheduled in the Contract Documents - Table of Contents.

1.7 OFFER ACCEPTANCE/ REJECTION

- .1 Duration of Offer
 - .1 Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after the bid closing date.
- .2 Acceptance of Offer
 - .1 The Owner reserves the right to accept or reject any or all offers.

- .2 After acceptance by the Owner, the Consultant on behalf of the Owner, will issue to the successful bidder a written bid acceptance.

1.8 DISQUALIFICATION OF TENDER

- .1 A tender will not be considered:
 - .1 if it is received by the Owner or his authorized representatives in his office after the official closing time and date for tenders.
 - .2 if the tender is incomplete or illegible.
- .2 The Owner reserves the right to reject any tender or all tenders, and the lowest tender will not necessarily be accepted. The bidder acknowledges that it shall have no claim against or entitlement to damages from the Owner by reason of the Owner's rejection of its bid or all its bids.

1.9 SITE ASSESSMENT

- .1 Site Examination
 - .1 If a site visit is required, proponents may contact Marc Paris at worksmanager@marathon.ca or Rodger Betts at rodger.betts@nwi.ca to schedule an appointment.

1.10 TAXES & DUTIES

- .1 As work is being performed on Town of Marathon, all services and materials provided by the Contractor will be subject to applicable taxes.
- .2 The Bidder shall satisfy himself of the Products included in the Contract that are eligible for tax refund and shall contact the taxing authorities and determine the procedures for the obtaining of tax refunds.
- .3 Administrative costs related to taxes and duties and the refund of taxes and duties shall be deemed to be included in the Tender Price.

1.11 PERMITS AND FEES

- .1 Town of Marathon will apply, obtain and pay for the Building Permit.
- .2 Contractors are responsible for obtaining required permits for plumbing and electrical work and any associated costs.
- .3 Contractors are to obtain and pay for any other required permits.

END OF SECTION

the Contract or of any Contract Change Order previously issued by the Consultant or any of the rights of the Owner or of the Consultant under the Contract.

1.4 BREAKDOWN OF TENDER PRICING

ITEM NO.	DESCRIPTION	TOTAL PRICE
1.0	Mobilization/Demobilization	\$
2.0	Locker Room and Washroom Upgrades Project	
X	2.1 Electrical	\$
X	2.2 Mechanical	\$
X		
X		
X		
X		
X		
X		
X		
	TOTAL TENDER PRICE (H.S.T. Excluded)	\$

1.5 ADDENDA

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

1.6 CONTRACT TIME

- .1 We agree to commence the Work as specified, to proceed continuously to completion and to complete the Work by _____.

- .2 The Tenderer agrees that if he fails to tender a Contract Time in the space or spaces provided therefore in the Form of Tender or in any addendum to the tender package, he will, if requested to do so by the Owner, enter into a Contract with the Owner based upon a Contract Time to be stipulated by the Consultant and which, in the opinion of the Consultant, is fair and reasonable.

1.7 DECLARATIONS OF TENDERER

- .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.
- .2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangements 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.

1.8 CONDITIONS OF TENDER

- .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.

1.9 DISCLAIMER

- .1 The Tenderer agrees and acknowledges there is no presentation, 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.

1.11 SIGNING OF TENDERS

Company

Signature of Witness

Legal Signature

Address of Witness

Title

Company Mailing Address

Dated at:

This _____ day of _____, 20__.

End of Section