



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

Tender Number
F18-INF-2017-014
Surface Treatment

Request for Tenders Issued On: 02-May-2017

Tender Submission Deadline: 2:00:00pm on 19-May-2017 Local Time in Clarence-Rockland Ontario, Canada

Deliver to:

The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7



INFORMATION FOR CONTRACTORS – SUMMARY SHEET

The following is a summary of some of the key requirements included in the attached document. The details of each requirement are provided in the attached document. This information summary is provided for the convenience of the Contractors only. It is not necessary to return this summary sheet with your submission.

NOTE:

Contractors must consult every section of this RFT/RFP/RFQ to ensure that they have included all information required. Bid submission forms in Section 4 must be completed, executed, and submitted at the time of closing.

Project Description: Surface Treatment

- Reference Number: **F18-INF-2017-014**
- Term of Agreement: **N/A**
- Closing Date: **2:00:00 P.M., Local Time, May 19, 2017**
- Opening Location: **1560 Laurier, Rockland, ON, Client Services**
- Submission Requirements: Original in sealed envelope and indicating the Contract number
- Documents to be submitted: All forms in Section 4

- Site Meeting: Yes No Date and Time:
Mandatory: Yes No Location:

- Bid Deposit: Yes Amount _____ No
- Agreement to Bond (or approved equivalent): Yes No
- If Yes, Performance Bond 50%
- 10% Holdback Applicable: Yes No ♦ Fidelity Bond: Yes No
- Prices Read out at Public Opening: Yes No ♦ Schedule of Prices to be completed in whole: Yes No
- Sample Products: Yes No ♦ References Mandatory: Yes No
- Subcontractor Form: Yes No ♦ WSIB Certificate required: Yes No
- Fair Wage Policy Applies: Yes No ♦ Other Certifications: Yes No
- Accessibility for Ontarians with Disabilities Act (AODA) Applies: Yes No

Insurance Requirements:

- Commercial General Liability Insurance
Yes Amount: \$2,000,000/occurrence or \$5,000,000/occurrence No
- Automobile Insurance not less than \$2,000,000/occurrence Yes No

Inquiries: Buyer Name: **Gerald Lalonde**
 Telephone No: **613-446-6022 Ext: 2206**
 Email: Glalonde@clarence-rockland.com



INFORMATION FOR CONTRACTORS – SUMMARY SHEET – CONT'D

Tender must be submitted in a sealed envelope.
It must be clearly addressed as set out below.

Or you can affix the below label to your envelope.

REQUEST FOR TENDER

**Gerald Lalonde
Supply Manager,
Client Services
The Corporation of the City of Clarence-Rockland
1560 Laurier
Rockland, ON
K4K1P7**


PROJECT: Surface Treatment

TENDER #: F18-INF-2017-014

Company Name: _____
Company Address: _____



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1. ELIGIBILITY TO PARTICIPATE

Open competition.

2. Invitation to Contractors

The intent of this Bid call is to invite and receive bids to furnish all labour, materials, services, transportation and incidentals to perform the following work:

The work generally includes, but not necessarily limited to the application of Granular “A” base course and a double surface treatment on Ramage Rd (600m from Old Hwy 17), Baseline Rd (from Landry Rd to Brazeau Rd) , Lavigne Rd (from Bouvier Rd to Marcil Rd), Lacroix Rd (from Bouvier Rd to Guindon Rd), Poupard Rd. and Marcil Rd. The Contractor shall also be responsible for cleaning the road side ditches along Baseline Rd and Lavigne Rd in order to ensure adequate drainage.

3. DEFINITIONS

- (a) **Alternative** means a choice of things, each being fully compliant.
- (b) **Contractor(s)** means all persons, partnerships or corporations who respond to this *RFT*, and includes their heirs, successors, and permitted assigns.
- (c) **City** means The Corporation of the City of Clarence-Rockland and includes its successors and assigns.
- (d) **Contract** means the agreement to be entered into between the *Contractor* and the *City* with respect to the supply of the *Equipment* and *Services*. It shall be based upon this *RFT*, with any agreed upon amendments, and shall also include any plans and specifications and will be held to cover the supply of any and all work, labour, implements and materials that could be reasonably required to properly and satisfactorily supply the *Equipment* or *Services*.
- (e) **Contractor** means the *Bidder(s)* whose *Tender(s)* is/are accepted and who has/have agreed to supply the *Equipment* and *Services* as described in the *Contract*. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, sub-contractors and Contractors.
- (f) **Equipment means** all goods, materials, articles, equipment, software, intellectual property (or any part of them) and vehicles as described in the Specifications attached to this *RFT* as Section 3 and acquired through the inclusion of such equipment in a schedule to the *Contract* from time to time throughout the term of the *Contract*.



- (g) **Improper** means a *Tender* that is not in conformity in some manner with the requirements of this *RFT* but will be reviewed by the *City* to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the *City*.
- (h) **Tender(s)** means the *Contractor's* submission in response to this *RFT*, including the specifications, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the *Equipment* or *Services* or to the quantities as shown of acceptable materials to be furnished under the *Contract*.
- (i) **RFT** means this Request for Tender document, including all schedules, parts and attachments, as issued by the *City*, including any addenda or amendments made to it after initial issue.
- (j) **Services** means the services as required and described in Section 3, Specifications of this RFT and Equipment is as described in the Specifications attached to this RFT as Section 3
- (k) **Total Acquisition Cost** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

4. TENDER TIMELINE

Event	Anticipated Date
Request for Tender issued	02-May-2017
Last Day for submitting e-mail inquiries	09-May-2017
Tenders due from firms	19-May-2017 2:00
Evaluations	June 2017
Construction period	04-Jul to 18 Aug 2017
Substantial completion deadline	25 Aug 2017

5. TENDER DELIVERY & OPENING

- (a) *Tenders* made on the forms provided must be submitted in a sealed package, clearly marked showing the contract number found on the front of the RFT and throughout the document and must be submitted to the following address to the attention of the following individual **not later than 2:00:00 p.m.**, Local Time, on the date shown on the front of the RFT and throughout the document (the “deadline for submission”).

Gerald Lalonde
Supply Manager
Client Services
The Corporation of the City of Clarence-Rockland
1560 Laurier
Rockland, ON
K4K1P7

- (b) The time stamp in the Purchasing Office is the official time for the deadline for submission. No other clock or source of time will be recognized when considering the submission date and time of Requests for Tenders / Proposals / Quotations / Pre-



Qualifications, Expressions of Interest or any other competitive bidding document issued by Purchasing. *Tenders* must be received not later than 2:00:00 P.M. on the specified date of closing. *Tenders* received at 2:00:00 P.M., as shown on the time stamp in the Purchasing Office, are “on time” and will be accepted. *Tenders* received at 2:00:01 P.M. or later, as shown on the time stamp in the Purchasing Office are late and will be rejected.

- (c) Any *Tenders* received after the deadline for submission will be considered as non-compliant and will be returned unopened. In the event that the *Tender* is too large for an envelope, the *Tender* shall be **sealed** in a carton clearly marked with the *Contract* number and description.
- (d) The use of the mail or courier services for delivery of a *Tender* will be at the risk of the *Contractor*. The *Tender* must come into the possession of the above-mentioned representative of the *City* before the deadline for submission or the *Tender* will be returned to the *Contractor* unopened.
- (e) In the event that the *Tender* is hand delivered and is received past the deadline for submission, the *Tender* envelope will be time stamped and returned unopened to the deliverer immediately.
- (f) In the event that the *Tender* is received by a means other than ‘in person’ and is received past the submission deadline, it will be time stamped and returned unopened by courier.
- (g) **NOTE: *Tenders* must be submitted in a sealed envelope. Submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**
- (h) The onus unequivocally remains with the *Contractor* to ensure that *Tenders* are delivered to Purchasing Services, at the address shown in Item 3(a) above by the deadline for submission, in accordance with the submission instructions. Requests for adjustments to submitted *Tenders* by telephone fax or electronically will not be considered.
- (i) The *City* shall not be liable for any cost of preparation or presentation of *Tenders*, and all *Tenders* and accompanying documents submitted by the *Contractor* become the property of the *City* and will not be returned. There will be no payment to *Contractors* for work related to and materials supplied in the preparation, presentation and evaluation of any *Tender*, nor for the *Contract* negotiations whether they are successful or unsuccessful.
- (j) *Tenders* will be opened at a public tender opening meeting immediately following the deadline for submission. The opening will be held in the room identified on the Information to Contractors Summary Sheet at the front of this RFT. Requests for information as disclosed at the public opening shall be in writing, directed to the City Buyer.
- (k) The *City*, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any *Contractor*, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the *City* of any *Tender*, or by reason of any delay in the acceptance of any *Tender*.



6. SCHEDULED or (MANDATORY) MEETING:

NONE

Should the City receive only one bid submission for goods/services that have a known multiple-source potential, the City reserves the right to recall or cancel the bid solicitation

7. TENDER SUBMISSION

- (a) Submission of a *Tender* will constitute acceptance of all provisions contained in this *RFT* on the part of all *Contractors*.
- (b) When submitting a *Tender*, *Contractors* must ensure that all areas of this *RFT* that require information are completed and submitted in accordance with the instructions. Failure to do so may result in the incomplete *Tender* being rejected.
- (c) All *Tenders* must be made upon the Bid Submission Forms found in Section 4 to this *RFT*. The Bid Submission Form must be executed with an original signature and remitted prior to the deadline for submission or it will be rejected.
- (d) Signatures should be made in ink. If a joint *Tender* is submitted it must be signed by signing officers of each of the joint *Contractors*.
- (e) *Tenders* which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared *Improper* and may be rejected. *Tenders* must be legible, written in ink, or by computer. *Tenders* written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the price bid. Mathematical errors made by the Contractor extending unit prices will be corrected by the City.
- (f) None of the conditions contained on the *Contractor's* standard or general conditions of sale shall be of any effect unless explicitly agreed to by the *City* and specifically referred to on the purchase order.
- (g) Any erasures or corrections to a *Tender* must be initialled or noted by the *Contractor* or the *Tender* may be deemed as *Improper* and may not be considered.
- (h) If after reading the *RFT*, your organization does not wish to submit a *Tender*, **do not forward the material to another organization. Discard/recycle the material and return a completed "Notice of No Bid" and/or return all materials immediately to the *City*.**

8. INQUIRY

- (a) All inquiries regarding this *RFT* shall be directed, in writing, via fax, or by email to the attention of the Buyer shown on the front of the *RFT* package and throughout the document.
- (b) Details of the site visit, if applicable, are provided in the Information for Contractors - Summary Sheet provided at the front of this *RFT*.



- (c) Any inquiries will be responded to in writing. Any clarification shall not alter the *Tender*. Oral arrangements or discussions are not binding and cannot be relied upon.
- (d) If during the period prior to submission of *Tenders*, the *City* determines, in its sole and unfettered discretion, that part of the *Tender* requires formal amendment or clarification, written addenda to this *Tender* will be produced and distributed to all known *Contractors*. In that case, the *Tenders* shall identify the addenda and indicate how they respond to them.
- (e) *Contractors* attempting to contact *City* staff or elected officials other than the contact indicated in this *RFT*, for whatever reason during the *Tender* or evaluation process are advised that such action may result in their disqualification from the process. If consultation is deemed to be necessary by the *City*, a pre-tender meeting of all *Contractors* and *City* staff will be arranged at a location of the *City's* choosing. The *City* reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- (f) No officer, agent or employee of the *City* is authorized to verbally alter any portion of this *RFT*.
- (g) All references to *Contractor* include all staff from the proposing organization as well as all contractors and subcontractors that the proposing organization may hire to supply the *Equipment* or *Services*.
- (h) Any questions to interpretation of Specifications or the bid process shall be addressed to Purchasing Services, in writing, in ample time before the deadline for submissions.

9. TENDER CONTENT

Tenders will be deemed complete if they include:

- (a) A completed and executed Bid Submission Form and Pricing Schedule A attached to this *RFT*. (Section 4)
- (b) A completed List of Subcontractors, attached to this *RFT*. (Section 4)
- (c) Reference list, attached to this *RFT*. *Contractors* must provide three appropriate references; listing completed projects of a similar size and nature, including contact names and telephone numbers. (Section 4)
- (d) Key Personnel list, attached to this *RFT*. (Section 4)
- (f) An Agreement to Bond (where applicable) or approved equivalent as detailed in the Information for Contractors - Summary Sheet found at the front of this *RFT*. (Section 4)
- (g) If any of the above information (items (a) through (f) inclusively) is missing or deficient, the *City* reserves the right, in its sole and unfettered discretion, to request written clarification, or, to reject the *Tender* in its entirety.



10. ACCEPTANCE OF TERMS

Each *Contractor*, by submitting a *Tender*, represents that the *Contractor* has read, completely understands, and accepts the terms, conditions, and specifications of the *RFT* in full.

11. NON-EXCLUSIVE

Contractors should note that any *Contract(s)* awarded as a result of this *RFT* will be non-exclusive. The *City* may, at its sole and unfettered discretion, purchase the same or similar *Equipment* or *Services* from other sources, including but not limited to other *Contractors*, during the term of the *Contract(s)*.

12. AGREEMENT TO BOND

Bidders shall submit with their Bid Form an “Agreement to Bond” or “Consent of Surety”, stating that the surety is willing to supply the required Performance Bond and Labour and Material Payment Bond.

13. PERFORMANCE SECURITY

(a) Upon execution of the contract, the successful bidder will be required to submit Performance Security in the amount of fifty percent (50%) of the contract price pre-tax. The cost of all bonds shall be included in the Bid Price.

(b) The accepted Bidder shall submit to the Owner the required Performance Bond and Labour and Materials Payment Bond immediately upon receiving notification of acceptance of its Bid from the Owner.

(c) The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the City

14. INTERPRETATION

The following rules of interpretation apply:

(a) The term ‘best value’ means the most cost efficient and effective manner of supplying the *Equipment* or *Services* in the sole and unfettered opinion of the *City*.

(b) Where any mention is made to the masculine gender in any part of this *RFT* or the *Contract*, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.

(c) Each reference to Provincial legislation in this *RFT*, unless otherwise specified, is a reference to the Current Consolidated Statutes of Ontario and, in every case, includes all applicable amendments to the legislation, including successor legislation.

(d) The words “shall”, “will”, and “must” used in this *RFT* denote imperative and mean “a requirement having a significant degree of importance to the objective of this *RFT*”.



- (e) The words “should” or “may” used in this *RFT* denotes permissive.
- (f) The word “and” is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word “or” is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word “or” may also be an inclusive conjunction having the same meaning as the word “and”.

15. REQUIREMENTS UPON ACCEPTANCE

Prior to award, the recommended Contractor is required to submit the following in a form satisfactory to the City for execution within ten (10) business days after being notified by the City.

- i) Should the recommended Contractor either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the recommended Contractors’ Bid Deposit (if applicable) shall be forfeited and applied for use by the City.
- ii) The following documents, as listed, shall be submitted prior to or at the time of signing an agreement or prior to the issuance of a PO:
 - a) Insurance Certificate;
 - b) Contract Security;
 - c) a current copy of the Workplace Safety and Insurance Clearance Certificate, and
- iii) The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the City.



1. ACCEPTANCE

As soon as practicable after opening the *Tenders*, the *City* will endeavor to act upon them. The acceptance of a *Tender* will be notice in writing signed by a duly authorized representative of the *City*, and no other act of the *City* shall constitute the acceptance of a *Tender*. The placing of a notice of award to a *Contractor* by the *City* in regular mail or courier to the address given in a *Tender* shall constitute formation of the *Contract* and no other form of notice shall be required. Acceptance of a *Tender* by the *City* shall bind the *Contractor* to execute any additional documents as required by the *City* to further evidence or define the *Contract* as may be required.

- (a) The *Contract* shall consist of and have priority in the following order:
 - i. the purchase order;
 - ii. the *RFT*;
 - iii. and the *Contractor's Tender*.
- (c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the *City's* purchase order and a term in the chosen *Tender*, the term in the purchase order will prevail to the extent of the discrepancy.
- (d) The *City* may accept any *Tender* in whole or in part, whether the Total Acquisition Cost is the lowest or not, and may reject any or all *Tenders*.
- (e) The *City* reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the *Tender*, and to award *Contracts* to one or more *Contractors*; to accept or reject any *Tender* in whole or in part; to waive irregularities and omissions in the *City's* sole and unfettered discretion, if in so doing, the best interests of the *City* will be served. No liability shall accrue to the *City* for its decision in this regard.
- (f) In addition to the preceding paragraph, the *Contractor*, by submitting a *Tender*, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the *Contractor* in preparing its *Tender* for matters relating to the *Contract* or in respect of the competitive process, and the *Contractor*, by submitting a *Tender*, waives any claim for loss of profits if no contract is made with the *Contractor*.
- (g) Should the *City* receive only one (1) *Tender* on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the *Contractor*.
- (h) All *Tenders* shall be irrevocable for ninety (90) days following the deadline for submission to allow sufficient time for evaluation of the *Tenders* and for the investigation of the *Contractors*.

- (i) Upon acceptance of a *Tender*, (or any part of it), by the *City*, the successful *Contractor* shall, if requested by the Solicitor for the *City* so to do, execute and enter into an additional formal contract that is satisfactory to the Solicitor of the *City*, to properly secure the *Contract* resulting from the acceptance of a *Tender* (or any part of it) and to embody indemnity and related provisions that in the opinion of the Solicitor are required to protect the *City*.
- (j) Any notice that the *City* may be required or desire to give to the *Contractor* shall for all purposes be deemed to have been sufficiently and properly given if forwarded by regular mail or courier and addressed to the *Contractor* at the address shown for the *Contractor* on its *Tender*. It shall be presumed to have been received by the *Contractor* on the third day following the mailing or the day following registration with the courier.
- (k) No *Tender* shall be accepted from any person or *Contractor* who, has a claim or has instituted a legal proceeding against the *City* or against whom the *City* has a claim or has instituted a legal proceeding, without the prior approval of City Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this *RFT*.

The placing in the mail or delivery to the address given in the Tender of a notice of award to the Contractor by the City shall constitute formation of the Contract

2. NEGOTIATION (PRE CONTRACT AWARD)

In the event that all bids submitted exceed the Owners budget for the project, the Owner may negotiate changes in the scope of work with the Contractor submitting the lowest acceptable bid. Where included in the bid, unit prices shall be used to achieve the reduction. If a unit price is not provided, said change will be negotiated between the successful contractor and the Supply Manager and will be based on similar prices contained in the bid, the nature and scope of work, material required and hourly rate.

3. CONTRACTOR ELIGIBILITY

- (a) *Contractors* must meet the *City's* requirements for experience. The *City* will disqualify any *Contractor* who cannot provide the following, when requested by the *City*.
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
 - iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources, including Sub-Contractors, to satisfactorily complete the *Contract*.
- (b) The *City* reserves the right to investigate and evaluate the experience, capability, safety, quality, registration and financial position of any *Contractor*

prior to an award of a *Contract*. The *City* reserves the right to reject any *Contractor* or *Tender* in its sole discretion, based on the information obtained.

- (c) This *Tender* is made by the *Contractor* without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a *Tender* for the same *Equipment* or *Services*, and is in all respects fair and without collusion or fraud.

4. INDEMNIFICATION

- (a) The *Contractor* agrees that it shall continuously save, keep harmless and fully indemnify the *City*, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be brought against or made upon the *City* resulting from or arising out of the *Contractor's* performance of or rendering of any *Services* pursuant to the *Contract*.
- (b) The *Contractor* also agrees that it shall continuously save, keep harmless and fully indemnify the *City*, its elected officials, employees and agents and its successors and assigns, against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be incurred by the *City* resulting from or arising out of the *Contractor's* performance of or rendering of any *Services* pursuant to the *Contract*.
- (c) The *Contractor* shall indemnify the *City* from all claims arising out of unpaid accounts relating to the *Contract*. The *City* shall have the right at any time to require satisfactory evidence that the *Equipment* (or any part of it) in respect of which any payment has been made or is to be made by the *City* is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

The *Contractor*, during the term of the contract, at its expense, shall take out and keep in full force and affect the following insurance policies:

- a) **Commercial General Liability insurance** insuring all services, operations, products, and work as described in the contract. The policy will be extended to include bodily injury, property damage, personal injury and advertising injury, contractual liability, products- completed operations, contingent employer's, and owners and contractors protective liability to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy shall include a cross liability and severability of interest clause and be endorsed to name The Corporation of the City of Clarence-Rockland as an additional insured;

Non-owned automobile insurance to a limit of not less than two million dollars (\$2,000,000) and;

If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than one million dollars (\$1,000,000).

All policies of insurance shall:

- (i) be written with an insurer licensed to do business in the Province of Ontario;
- (ii) contain an undertaking by the insurers to notify the City of Clarence-Rockland in writing not less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law;
- (iii) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City of Clarence-Rockland and
- (iv) any deductible amounts will be borne by the Contractor.

Upon notification of intent to award the Contract and within ten (10) business days, the Contractor shall provide to the City of Clarence-Rockland proof of insurance on a form of a certificate of insurance which has been signed by an authorized representative of the insurer which references the appropriate bid number. The Contractor will make available complete certified copies of all applicable insurance policies for examination if required by the City.

Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the City.

The City reserves the right to require the Contractor to purchase such additional insurance coverage as the City may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

It shall be the sole responsibility of the contractor to determine what additional insurance coverage and limits are necessary to fulfill its obligations in accordance to the contract.

5. INSURANCE CLAIMS

Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor.

- (a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims, and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the Contractor. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.
- (b) If the Contractor or the Contractor's independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, the City of Clarence-Rockland reserves the right to have

another independent adjuster review the claim and determine liability therefore. Any monies incurred by the City of Clarence-Rockland to investigate, defend and satisfy any third-party claim where it was determined that the Contractor was liable will be deducted from monies owing to the Contractor by the City of Clarence-Rockland.

- (c) If a claim is settled to the satisfaction of the Claimant, the Contractor shall provide the City of Clarence-Rockland with a copy of the Claimant's Release. The Claimant's Release shall cover the interests of the Contractor and The Corporation of the City of Clarence-Rockland, its employees, agents and anyone for whom it is in law responsible.

6. WORKPLACE SAFETY INSURANCE BOARD CERTIFICATE

- (a) A certificate from the Workplace Safety Insurance Board (WSIB) shall be provided prior to the commencement of work indicating all payments by the company to the WSIB in conjunction with the *Contract* have been made, and that the *City* will not be liable to the WSIB for future payments in connection with the *Contractor's* fulfilment of the *Contract*.
- (b) The *Contractor* shall file a "Certificate of Clearance" from the WSIB prior to commencing the *Contract*. Clearance certificates should be renewed every sixty (60) days (minimum) during the term of the *Contract*.
- (c) The *City* shall have the right to retain, out of any monies payable by the *City* to the *Contractor* under this *Contract*, the total amount from time to time outstanding of all damage claims by third parties arising out of this *Contract* which have not been settled by the *Contractor* or its insurers. For the purposes of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained once the claim has been fully investigated by the WSIB.
- (d) Independent operators (single owner/operators) will be considered for these requirements. As such these operators may be exempt from providing a WSIB Certificate of Clearance.
- (e) However, independent operators will be required to submit a letter from WSIB containing the Independent Operator Identification number issued by the Board. As well, in lieu of a WSIB Certificate of Clearance, independent operators must provide proof that they are covered by a long-term disability insurance policy.

7. OCCUPATIONAL HEALTH & SAFETY ACT/ENVIRONMENTAL PROTECTION ACT

- (a) Should the provisions of the Occupational Health and Safety Act, apply to the work to be completed under a *Contract* resulting from this *RFT*, a contravention of the Occupational Health and Safety Act by the *Contractor*, subcontractor or Contractor may be considered a breach of this *Contract*.

- (b) The *Contractor* shall “take every precaution reasonable in the circumstances” for the protection from injury of *City* employees, occupants of the site, the general public and workers.
- (c) The *Contractor* shall provide, erect, and maintain required barricades, warning signs, guard-rails, and light guards in accordance with applicable regulations.
- (d) Except as specified in the *Contract*, the *Contractor* will ensure that no additional signs are erected unless approved by the *City*.
- (e) The *Contractor* shall remove debris, packaging and waste materials frequently, as directed by the *City*. The *Contractor* shall remove from the site and legally dispose of rubbish, waste materials, and any form of hazardous waste (as defined in regulations passed pursuant to the Environmental Protection Act).
- (f) Dust and dirt shall be kept to an acceptable level, as directed by the *City*. The *Contractor* shall cover or wet down dry materials and rubbish to prevent blowing dust and debris.
- (g) While on the premises, all hazardous chemical waste shall be properly identified and stored so as not to pose a safety or health hazard to *City* employees, occupants of the site or the general public.

8. STORAGE AND DISPENSING EQUIPMENT

Where storage and/or dispensing equipment is required for proper handling and storage of delivered *Equipment*, such *Equipment* is provided and owned by the *City*.

9. CHARACTER OF WORKERS

- (a) The reference to "workers" refers to workers of the *Contractor* and its sub-contractors (if any), and includes Corporate Officers.
- (b) The *Contractor* agrees to employ only orderly, competent, and skilful workers. Whenever the *City* informs the *Contractor* in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the *Contractor* will ensure that the worker in question is removed from the work and shall not be further employed on the *Contract* without the *City's* written consent.
- (c) The Contractor, as a representative of the Municipality must treat the public with the utmost respect. The Contractor shall advise the Municipality of all complaints received.
- (d) The Municipality will notify the Contractor of any complaints received regarding the unfavourable character or actions of workers in writing. The Municipality will assess the nature of the complaint and determine if corrective measures may be taken, or in the case of severe issues, whether the

Contract should be terminated. The Municipality's discretion in this regard is final.

10. PROJECT SITE WORKING CONDITIONS

- (a) It is the Contractor's responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.
- (b) Details of the site visit, if applicable, are provided in the Information for Contractors - Summary Sheet provided at the front of the RFT. Contractors not attending mandatory site meetings will be disqualified from the bidding process. Tenders received from disqualified Contractors will be returned unopened.

11. CARE AND HANDLING

- (c) The *Contractor* will assume full responsibility for the safe handling and delivery of materials, in accordance with the Transportation of Dangerous Goods Act the Occupational Health and Safety Act including amendments (WHMIS), and any other municipal, provincial or federal legislation applicable during the term of this *Contract*.
- (d) Prior to commencement of the work the *Contractor* shall provide a list of products controlled under WHMIS which he expects to supply on this *Contract*. The *Contractor* will provide Material Safety Data Sheets (M.S.D.S.) to the *City* prior to *Contract* commencement.
- (e) The *Contractor(s)* shall be aware of and conform to all governing regulations, including those established by the *City*, related to employee health and safety. The *Contractor* shall keep employees and sub-contractors informed of such regulations. The *Contractor* will be responsible for obtaining Workplace Safety and Health Policy and adhere to the policy, including the dress code for on-the-job safety.

12. PATENTS AND COPYRIGHTS

- (a) The *Contractor* shall, at its sole expense, defend all claims, actions or proceedings against the *City* based on any allegations that the *Equipment* (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the *City* all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the *City* in this regard.
- (b) The *Contractor* shall pay all royalties and patent license fees required for the *Equipment*.
- (c) If the *Equipment* (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the *Contractor* shall either secure for the *City* the right to continue using the *Equipment* or shall, at the *Contractor's* sole expense, replace the infringing

Equipment with non-infringing *Equipment* or modify it so that the *Equipment* no longer infringes.

13. ERRORS AND OMISSIONS OF THE CONTRACTOR

Errors, mistakes, or omissions made by the *Contractor*, its agents, employees, or workmen shall be rectified by the *Contractor* at its sole expense.

14. EQUIVALENCIES

Bid submissions of a comparable product will be considered if it meets City of Clarence-Rockland requirements.

Substitutions or Alternatives

- I. The Contract will be based on the content of the Contracting Documents.
- II. Within the Specifications certain Products or work methods may be referenced by a Manufacturer brand, a common trade name or common work practice. Where such references are made these are to convey to Bidders the City's minimum standard (or benchmark) of acceptable Work. Proposed equivalent Products, meaning from another Manufacturer, or, proposed alternative work methods may be considered by the City as acceptable equivalents, provided that the technical properties of the Product substitutions or the outcome of the proposed alternative work method can be demonstrated as being equivalent to those set forth in the Contract Document Specifications. Moreover where substantive compliance of the Evaluation Method can be demonstrated, substitute Products or alternative methods will be accepted by the City.
- III. In the event that, prior to closing of Tenders, a Bidder wishes to tender based on a substitute Product or alternative work method to those described in the Contract Documents, a consideration request must be submitted to the City in writing. Substitution requests should be submitted at least ten (10) calendar days prior to the Tender Closing Date. The City is not obligated to respond to a substitute consideration request received after this time period has elapsed.
- IV. The consideration request shall include the following:
 - a) A description of the proposed Product substitution or alternative work method;
 - b) A direct comparison between the Product or method referenced in the Contract Documents and the proposed substitute Product or alternative work method;
- V. In the event, that the City deems the information provided with the request for approval of a substitution to be inadequate the request will be rejected.
- VI. Approval of substitutions of Products or alternative methods will be signified by the issue of an addendum.
- VII. It remains the sole prerogative of the City, to determine the acceptability of Products offered as equivalents to those benchmarked in this RFT, as well as to determine whether any deviation from the City's Specifications, which is inherent in a Product offered as an equivalent to a benchmarked Product, is material enough such to affect Product and/or Equipment performance.

- VIII. The approval or rejection of a proposed equivalent will be made after the Tender Closing Date during the evaluation of the bid at the sole discretion of the City. Should the proposed equivalent be rejected by the City, the bid will be deemed non-compliant and will not be considered for contract award. To mitigate this risk, bidders are permitted to submit two separate bids, one based on the use of the material, product, system or brand name specified in the Specifications and one based on the use of a proposed equivalent

The cost of any testing requirements to establish acceptable equivalent or comparable products will be borne by the Bidder, unless otherwise stated by the City.

15. QUANTITIES

- (a) Unless otherwise specified in this *RFT*, quantities shown are approximate and furnished without liability on behalf of the *City*. Quantities are supplied for the guidance of the Contractors only and are not to be considered as minimum or maximum quantities.
- (b) Unless otherwise stated, payment will be by the unit complete at the *Tender* price on the actual quantities deemed acceptable by the *City*.

16. TERMS OF PAYMENT

- (a) Unless alternate payment terms are specified in the Specifications attached to this *RFT*, the *City* will accept billing for 100 percent of the actual value of each element of the *Equipment* provided or *Services* performed in each month and accepted by the *City*. Invoices will be payable by the *City* 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the *Equipment* or completion of the *Services*, as the case may be. Holdback releases are dependent upon the Contractor completing the Statutory Declaration and placing of an advertisement as required under the Construction Lien Act.
- (b) Payments made by the *City*, including final payment, shall not relieve the *Contractor* from its obligations or liabilities under the *Contract*.
- (c) Contractors must note that payments will be made in accordance with the authorized prices and upset limit (estimate) outlined on the purchase order. No other payments will be made without prior express, written justification to and authorization by Purchasing Services.
- (d) Acceptance by the *Contractor* of the final payment shall constitute a waiver of claims by the *Contractor* against the *City*, except those previously made in writing in accordance with the *Contract* and still unsettled.
- (e) The *City* shall have the right to withhold from any sum otherwise payable to the *Contractor* any amount sufficient to remedy any defect or deficiency in the *Equipment*, pending correction of the deficiencies or any amount sufficient to satisfy any claim the *City* has against the *Contractor* resulting from a previous *Contract*, a legal proceeding or unpaid accounts, including property or business taxes.

- (f) Contractors are advised that the City has implemented a Pcard (Procurement/Purchasing Card) system for its small dollar acquisitions. Although this Contract will be implemented as a systems Contract, users (City staff) may require the ability to pick up goods needed immediately from the closest available location and would “release” off the City Contract by means of the Pcard. The Contractor must ensure that any City acquisitions made with a Pcard are charged at the quoted prices.

17. INVOICE REQUIREMENTS

The Contractor will submit to the City of Clarence-Rockland, Finance - Accounts Payable, an invoice for payment at the completion of work.

All applicable taxes are to be itemized separately on invoices, i.e. H.S.T.

The City of Clarence-Rockland also accepts electronic invoicing from Contractors. Invoices must be provided in PDF format and sent directly to Accounts Payable at;

AP@Clarence-Rockland.com

18. UNPAID ACCOUNTS

The *Contractor* must indemnify the *City* from all claims arising out of unpaid accounts relating to the *Equipment* and/or *Services*. The *City* shall have the right at any time to require satisfactory evidence that the *Equipment* in respect of which any payment has been made or is to be made by the *City* is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

19. CHANGES IN THE EQUIPMENT OR SERVICES

The *City* may, without invalidating the *Contract*, direct the *Contractor* to make changes to the *Equipment* or *Services*. When a change causes an increase or decrease in the *Equipment* or *Services*, the *Contract* price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the *City* and *Contractor*. All changes must be in writing.

20. NON-PERFORMANCE

- (a) The *City* reserves the right to determine, in its sole and unfettered discretion, non-performance of the *Contract*, including the level of quality of *Equipment* or *Services* provided and further reserves the right to cancel any or all of the *Contract* if the *Contractor* fails to correct deficiencies upon thirty (30) days written notice. The *City's* evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- (b) In the event that the *Contractor* fails or neglects to comply with any condition set out in the *Contract*, the *Contract* may be unconditionally cancelled by the *City* without notice.

- (c) The *City* reserves the right to disqualify, for an indeterminate period (minimum two (2) years), the name of any *Contractor* for breach of the terms and conditions of this *RFT* or for unsatisfactory performance of the *Contract*. This disqualification will apply to the terminated *Contractor* as the *Contractor* or Proponent on future quotations, tenders or requests for proposal or as a sub-trade to a *Contractor* or Contractor on future competitions (quotations, tenders, or proposals) issued by the *City*. The *City* also reserves the right to publish the names of all disqualified *Contractors* in any future quotation, tender or requests for proposal.

21. PRICING (TERM OF AGREEMENT)

- (a) The *Contract* term and the pricing shall be as shown in the Information for Contractors - Summary Sheet provided at the front of this RFT.
- (b) *Contractors* must state a maximum percentage increase for any subsequent years specified for this *Contract* on the Schedule of Prices attached to this *RFT*. Ninety (90) days prior to the anniversary date of the *Contract*, the *Contractor(s)* must provide a written submission of any proposed price increases for the following year of the *Tender* (not to exceed the maximum percentage increase bid on the *Tender* submission). A basis for the proposed price increase must be provided. The *City* will assume that all prices or annual renewal periods will remain unchanged if not advised by the *Contractor* within the frame indicated above. Renewal will be subject to *Contractors* providing revised Certificates of Insurance and WSIB Certificates of Clearance.
- (c) If applicable, the *City* will issue a blanket purchase order to cover its requirements, against which releases will be made directly by various departments or agencies of the *City*.
- (d) It will be the responsibility of the *Contractor* to maintain a suitable stock of materials for prompt delivery when required and to satisfy them that individuals releasing and/or picking up material are in fact *City* employees.
- (e) Prices bid must include all incidental costs and the *Contractor* must be satisfied as to the full requirements of the *RFT*. No claims for extra work or *Equipment* or *Services* will be entertained and any additional *Equipment* or *Services* must be authorized in writing prior to commencement. Should the *Contractor* require more information or clarification on any point, it must be obtained prior to the submission of the *Tender*.
- (f) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any *Equipment* or *Services*, prior to delivery or completion of the *Equipment* or *Services*, the appropriate increase or decrease in the price of the *Equipment* or *Services*, shall be made to compensate for the change as of the effective date. For information regarding the General Transitional Rules for Ontario HST, refer to the Ontario Ministry of Revenue website at www.rev.gov.on.ca

- (g) The *Contractor* shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the *City* harmless in this regard.
- (h) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the *Equipment* or *Services* save and except the Goods and Services Tax and the Provincial Sales Tax, which are extra where applicable.
- (i) The unit price prevails in cases of discrepancies between unit prices and extensions. The *City* will make all necessary corrections to any *Tender* that is in error through addition or extension; the corrected value prevailing, and all *Contractors* shall be bound by such corrections. Where there are obvious errors such as incorrect extensions or misplaced decimals, these will be corrected and all *Contractors* shall be bound by such corrections.

22. UNIT PRICES

Bid prices shall be F.O.B. delivered. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to Goods and Services Tax, Provincial Sales Tax or Harmonized Sales Tax, when applicable. Applicable taxes shall be shown in the spaces provided on the Tender form.

23. DISCLOSURE

- (a) Total bid prices will only be made available if provided to City Council in a public report.
- (b) Submissions of *Tenders* as a result of this *RFT* are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- (c) Release of information contained in the *Tenders* may be requested by anyone under the MFIPPA. Consideration will be given to Proposals that contain either a trade secret or information that if disclosed would result in harm to the *Contractor*. This would include scientific, technical, financial or labour relations information.
- (d) All requests for information must be made in writing and submitted, along with the applicable fee to the *City's* Freedom of Information Officer, City Clerk Services.
- (e) To prevent the release of information the *Contractor* must state that the *Tender* is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

24. ADDENDUM / ADDENDA

- (a) All clarifications, and/or modifications to the bid documents will be made by written addendum. All such modifications shall be incorporated into the bid documents and shall be considered when determining the base bid. Replies to questions and modifications in any other manner will not be legally binding and the City of Clarence-Rockland will assume no responsibility for oral instruction or suggestion provided by any City representative or consultant.

- (b) N.B. It is the responsibility of the Contractor to check the Merx Web Site or the City Web site for any possible addenda.
- (c) Contractors will be allowed the opportunity to acknowledge Addendum / Addenda 48 hours after the closing date and time.
- (d) Contractors will not be allowed to alter their submission in any way after the closing date and time has elapsed.
- (e) Contractors should acknowledge receipt of all Addendum / Addenda by inserting in the space provided on the Bid Submission Form, the numbers of all Addendum / Addenda received during the bidding period.

25. WITHDRAWAL OR AMENDING OF TENDERS

- (f) If, after submission of a *Tender*, a *Contractor* receives an addendum issued by the *City*, and the addendum content does **not** alter the original submission of that *Tender*, the *Contractor* shall sign the addendum and deliver it to the *City's* Purchasing Services Branch.
- (g) If the *Contractor* submits addenda in accordance with the terms of Item 24(a) above, in an envelope, the envelope should include the following information: *Contractor's* name (or company name under which the original *Tender* was submitted), the appropriate competition document reference, the addendum number, and the closing date.
- (h) If after submission of a *Tender*, a *Contractor* receives an addendum issued by the *City*, and the information contained in the addendum **does** alter the original submission of the *Contractor*, the *Contractor* shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- (i) A *Contractor* who has already submitted a *Tender* may submit a further *Tender* at any time up to the deadline for submission. The last *Tender* received shall supersede and invalidate all *Tenders* previously submitted by that *Contractor* for this *RFT*.
- (j) A *Contractor* who has submitted a *Tender* may request that its *Tender* be withdrawn. (Adjustments or corrections to a *Tender* submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the *City's* Manager of Purchasing by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the *City's* Purchasing By-law. Any request to withdraw a *Tender* must be made by a person having signing authority within the firm involved.

26. CONTRACT CANCELLATION

- (a) The *City* shall have the right to cancel any uncompleted or unperformed portion of the *Equipment* or *Services* or part of them. In the event of such cancellation, the *City* and the *Contractor* shall negotiate a settlement.

- (b) The *City* shall not be liable to the *Contractor* for loss of anticipated profit on the cancelled portion or portions of the *Contract*. In the event that the *Contractor* fails or neglects to comply with any condition outlined in the *Contract*, the *Contract* may be unconditionally cancelled by the *City* without notice.

27. LAWS AND REGULATIONS

The *Contractor* shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the *Contract* and its performance. The *Contractor* shall be responsible for ensuring similar compliance by its Contractors and subcontractors. The *Contract* shall be governed and interpreted in accordance with the laws of the Province of Ontario.

28. ENVIRONMENTAL CONCERNS

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, the *Contractor* will ensure that wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or services. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

29. DEFAULT BY CONTRACTOR

- (a) If the *Contractor* commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the *Contractor* makes a general assignment for the benefit of its creditors; then, in any such case, the *City* may, without notice, terminate the *Contract*.
- (b) If the *Contractor* fails to comply with any request, instruction or order of the *City*, or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the *Equipment* or *Services*; or fails to prosecute the *Equipment* or *Services* with skill and diligence; or purports to assign or sublet the *Contract* or a portion of it without the *City's* written consent; or refuses to correct defective *Equipment* or *Services*; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the *Contract*, then, in any such case, the *City* may, upon expiration of ten days from the date of written notice to the *Contractor*, terminate the *Contract*.
- (c) Any termination of the *Contract* by the *City*, as mentioned in b) above, shall be without prejudice to any other rights or remedies the *City* may have.
- (d) If the *City* terminates the *Contract*, it is entitled to:
 - i. withhold any further payment to the *Contractor* until the completion of the *Equipment* or *Services* and the expiry of all obligations under the *Contract*, and

- ii. recover from the *Contractor* any loss, damage and expense incurred by the *City* by reason of the *Contractor's* default (which may be deducted from any monies due or becoming due to the *Contractor*).

30. ERRORS, OMISSIONS IN THE CITY DOCUMENTS

The *City* shall not be held liable for any errors or omissions in any part of this *RFT*. While the *City* has used considerable effort to ensure an accurate representation of information in this *RFT*, the information contained in the *RFT* is supplied solely as a guideline for *Contractors*. The information is not guaranteed or warranted to be accurate by the *City*, nor is it necessarily comprehensive or exhaustive.

31. ONTARIANS WITH DISABILITIES ACT, 2001

The Corporation of the City of Clarence-Rockland is committed to proactively addressing accessibility issues and the development of strategic actions to remove, where possible, and prevent barriers to access for people with disabilities.

On September 29, 2003 the City implemented a Corporate Accessibility Plan pursuant to the *Ontarians with Disabilities Act, 2001* requiring, in part, that the City when deciding to purchase goods or services shall have regard to the accessibility for persons with disabilities to the goods or services.

The City is committed to accessibility principles and to complying with all relevant provincial statutes and regulations enacted thereunder, with particular regard to but not limited to the *Ontarians with Disabilities Act, 2001* and the *Accessibility for Ontarians with Disabilities Act, 2005* as amended from time to time as well as all successor and other accessibility-related legislation.

32. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE FOR CONTRACTED SERVICES

Ontario's first accessibility standard, Ontario Regulation 429/07, "Accessibility Standards for Customer Service", came into effect on January 1, 2008. The standard states what businesses and other organizations in Ontario, including The Corporation of the City of Clarence-Rockland, must do to make the provision of their goods and services more accessible to people with disabilities. You can review Ontario Regulation 429/07 at www.e-laws.gov.on.ca.

So, pursuant to the requirements of Ontario Regulation 429/07, all employees, agents, volunteers and others who deal with members of the public or other third parties on the City's behalf or who participate in developing the City's policies, practices and procedures governing the provision of goods and services to members of the public or other third parties must receive training about the provision of goods and services to persons with disabilities.

This training must include a review of the purposes of the Act and the requirements of Ontario Regulation 429/07 as well as instruction about the following:

How to interact and communicate with persons with various types of disability;

How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person;

How to use equipment or devices available on the City's premises or otherwise provided by the City that may help with the provision of goods or services to a person with a disability; and

What to do if a person with a particular type of disability is having difficulty accessing the City's goods or services.

All successful Contractors must ensure compliance with Ontario Regulation 429/07. This means that, as a person or business that deals with the public or other third parties on behalf of the City, you or your business must train all of your employees, agents and volunteers who work on City property or at City facilities. Training must also be provided by you to other employees, i.e. consultants, who participate in developing the City's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

This training must be provided by you to each employee, agent or volunteer as soon as possible after he or she is assigned to work on City property or at a City facility. As well, training must be provided on an ongoing basis to ensure compliance with amendments to the legislation.

The City reserves the right to inspect the successful Contractor's records of training, which must describe its training policy and summarize the training, including to whom the training has been given and when the training was given. The City also reserves the right to require the Contractor to amend its training policies, practices and procedures if the City deems the training not to be in compliance with the requirements of Ontario Regulation 429/07.

33. DESIGN AND DEVELOPMENT PROHIBITIONS

Contractors, potential Contractors and consulting firms shall not be requested to expend time, money, or effort, for the design or development of specifications or otherwise help define a requirement beyond the normal level of service expected. Should such extraordinary services be required, the Manager, Purchasing Services will be advised. If there is no alternative but to request such extraordinary services, the firm providing same, shall be compensated at a pre-determined fee. The resulting specifications shall become the property of the *City* for use in obtaining competitive bids. Contractors or Consultants who provide Design Services and/or specifications for work to be tendered or quoted shall not be permitted to submit a bid for said work.

34. TAX ARREARS

Firms/individuals having tax arrears exceeding \$10,000 will not be contracted by the City for any new business. Payments owing to firms/individuals with existing contracts, having tax arrears exceeding \$10,000, will be applied to the

outstanding taxes and not forwarded to the firm/individual until all outstanding taxes have been fully paid.

35. WITHDRAWAL OF BIDS

A Contractor may withdraw their Bid by written notice on business letterhead, clearly identifying the project, signed by an authorized individual and received by Procurement Services UNTIL 1:59 PM Local Time on the closing day. Faxes will be accepted (613) 446-1497 with the receiving time at Procurement Services being the "Official" time of receipt. Procurement Services takes NO responsibility for fax transmittals NOT being received on time, regardless of when they were transmitted.

If more than one (1) bid is received under the same name for the same contract and no Bid Withdrawal Form has been received, the Bid contained in the Bid Envelope bearing the latest date and time shall be considered the intended Bid. The first Bid received shall be considered withdrawn and returned to the Contractor.

36. REJECTION OF BIDS

The City of Clarence-Rockland reserves the right to reject any, or any part of, or all Bids, or cancel this Bid at any time for any reason whatsoever and also reserves the right to award the contract to other than the lowest compliant Contractor.

The City of Clarence-Rockland will not consider Bids where the Bid Submission Form is improperly or incompletely filled out. The Bid Submission Form is supplied by the City of Clarence-Rockland. Bids submitted to the Client Service Center, City Hall, Clarence-Rockland, Ontario, after the designated closing time on the due date will not be considered, regardless of the circumstances which resulted in the late arrival to the Bid Deposit Box, and regardless of any postal cancellation date that may be imprinted on them.

The Bid Submission Form must bear a signature of an authorized person(s) of the Contractor.

37. BID IRREGULARITIES

All bids received by the City of Clarence-Rockland are governed by its Procurement By-law, which in part provides staff with guidance in determining the validity of all Bids.

Bid irregularities will be dealt with in accordance with the following table:

Irregularity	Consequen
Late Bids.	Rejection.
Bid security not provided or not in the form or amount that is specified.	Rejection.
Bid security not signed by the Contractor or the bonding	Rejection.
Bids not completed in ink.	Rejection.

Signature missing from signature	Rejection.
Qualified bids (bids qualified or restricted by an attached or added statement).	Rejection, unless allowed for in the bid solicitation.
Bids received on documents other than those provided in the	Rejection, unless allowed for in the bid.
Part Bid (all items not bid).	Rejection, unless allowed for in the
Failure to attend a mandatory	Rejection.
Bids containing errors in extensions, additions, or	The City has the right to correct mathematical errors.
The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are not initialed	The Contractor has 48 hours after the close of the bid to initial these pages, but will not be allowed to make any changes.
Bids which suggest that the Contractor has made a major mistake in calculations or the bid.	Decision will be made on a case by case basis and in consultation with the Manager of Supply and the Legal Department.
Addenda not acknowledged.	The Contractor has 48 hours to acknowledge addenda, but is not allowed to make any changes to their
Other Proposal Irregularities, including deviations in terms.	Referred to the Bid Review Panel for review, consideration, and determination. Upon Request of the Owner, the Contractor may be given five (5) Working Days to correct such

38. UNBALANCED SUBMISSION AND DISCREPANCIES

Submissions that contain prices which appear to be unbalanced and likely to adversely affect the interests of the City may be rejected.

39. AWARD

The lowest or any Bid shall not necessarily be accepted.

Award of this Bid shall be as recommended by the designated City of Clarence-Rockland Department in conjunction with Procurement Services, and as approved by Council (if applicable), and conveyed as a PO by Procurement Services to the successful contractor or an executed agreement which has been signed by the City and the successful contractor.

Consideration for Award shall only be undertaken in relation to Contractors who are determined by the Owner to have satisfied all Bid Requirements.

The Owner hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- ii. Accept a Bid which is not the lowest Bid submission, or reject a Bid that is the lowest Bid even if it is the only Bid received;
- iii. Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
- iv. Accept the Bid deemed most favourable to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner based upon but not limited to the following criteria;
 - a) price
 - b) ability,
 - c) quality of Work, (guarantees and warranties)
 - d) service (service depot location)
 - e) past experience
 - f) past performance
 - g) completion history (including extended completion dates)
 - h) qualification
- v. Accept or reject any and all Bids, whether in whole or in part;
- vi. With the exception of Part I, Instructions to Contractors, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid submission;
- vii. Award any part of any Bid;
- viii. Accept or reject any unbalanced, irregular, or informal Bids; or
- ix. Reject any Contractor who is involved in litigation with The Corporation of the City of Clarence-Rockland.

40. EVALUATION OF BIDS

The Owner reserves the right to consider, during the evaluation of Bids

- i. Information provided in the Bid itself;
- ii. Information provided in response to enquiries of credit, experience and industry references set out in the Bid;
- iii. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Contractor;
- iv. The manner in which the Contractor provides services to others;
- v. The experience and qualification of the Contractor's senior management, and project management;

- vi. The compliance of the Contractor with the Owner 's requirements and specifications; or
- vii. Contractors with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Contractor acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant, even though such criteria may not have been disclosed to the Contractor. By submitting a Bid, the Contractor acknowledges the Owner 's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner 's failure to accept the Bid submitted by the Contractor, whether such right or cause of action arises in contract, negligence, or otherwise.

41. VERIFICATION OF SAFETY PERFORMANCE

Contractors for consideration of possible Contract award may be required to submit a recent copy of their NEER or CAD-7 Statement upon request.

42. COMPLETION DATE - Liquidated Damages

The Contractor shall complete this Contract in its entirety by 18 AUG 2017.

If this limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single day-light shift basis, it is expected that additional and/or augmented day-light shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

If the Contractor is delayed in the completion of the work,

- (i) by reason of changes or alterations made under Section 3 Scope of Work;
- (ii) by reason of any breach of contract or prevention by the City, or other Contractor of the City or any employee of any one of them;
- (iii) by reason of delay by the City in issuing instructions or information or in delivering materials;
- (iv) by any other act or neglect of the City or any other Contractor of the City or any employee of any one of them;
- (v) or any cause beyond reasonable control of the Contractor; OR,
- (vi) by Acts of God, or of the Public Enemy including Terrorist Acts, Acts of the Province or any Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes;

The time of completion shall be extended in writing at any time on such terms or for such period as shall be determined by the Engineer, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract.

An application by the Contractor for an extension of time as herein provided shall be made to the City in writing on the form prescribed at least 15 days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the City by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the City with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the City whatsoever under this Contract, and all of such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work.

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified previously, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the City the sum of FIVE HUNDRED (\$500.00) DOLLARS per day for liquidated damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed and it is agreed that this amount is an estimate of actual damage to the City which will accrue during the period in excess of the prescribed date of completion.

The City may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the City.

43. TOXIC AND HAZARDOUS SUBSTANCES

If the Successful Contractor encounters unidentified toxic or hazardous substances at the Place of the Work, or has reasonable grounds to believe that unidentified toxic or hazardous substances are present at the place of the Work, the Successful Contractor shall take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death, and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to the City in writing.

44. LICENCES AND PERMITS

The successful Contractor will be responsible for applications and fees associated with any and all **licences and permits** required by any and all governing bodies unless otherwise stipulated in the bid request document. A copy of all permits, and any other required documentation will be forwarded to the City's designate for City records.

45. EVIDENCE OF QUALITY

It is the Contractor's responsibility to prove their product/service quality meets the City of Clarence-Rockland's requirements and Contractors may be required to submit evidence in a form acceptable to the City. Substitution of materials equipment or methods different from that outlined in the specifications / terms of reference will not be accepted unless provided for within the bid request document or without the written approval of the City of Clarence-Rockland.

46. LABOUR DISPUTES

The obligations of the successful Contractor hereunder shall continue unchanged throughout the occurrence of any labour disputes (including strike or lockout), whether the same occurs with respect to the employees of the City, the contractor, or otherwise.

47. GUARANTEED MAINTENANCE AND WARRANTY

47.1 Upon completion of the Work, the Contractor shall maintain the Work for a warranty period of *Twelve (12) Months* after the date of substantial completion to the satisfaction of the City/or Consultant, if any, both acting reasonably. The Contractor shall correct any imperfections due to material or workmanship. The decision of the City/or Consultant, if any, both acting reasonably, as to the nature and cause of any imperfections and the necessity for the type of repair shall be final. If the Contractor fails to comply with the direction from the City/or Consultant, if any, both acting reasonably, within fifteen (15) Calendar Days or immediately in the case of an emergency the City/or Consultant, if any, both acting reasonably, may proceed under the Performance Bond or if it is holding a Letter of Credit, or Certified Cheque, it may draw upon it and complete the required work at the Contractor's expense.

47.2 The warranty given pursuant to this section shall not limit extended or other warranties on any items of equipment or material called for elsewhere in the Contract.

47.3 The Contractor shall, before final payment is applied for, to the extent permitted by the manufacturer and Contractor, assign to the City the benefit of any warranty by any manufacturers or Contractors in addition to the warranty as mentioned above.

48. NON-RESIDENTS

Canada Revenue Agency (CRA) Regulation 105, regarding Withholding Tax, is applicable to payments made to non-residents who provide their services in Canada. Further information on the income tax filing requirements for non-residents may be obtained on the CRA website www.cra.gc.ca and in the CRA guide T4058, Non-Residents and Income Tax:

Federal Withholding Tax regulations require that the City withhold 15% from amounts paid to non-resident contractors for services provided in Canada, unless a waiver has been provided. These amounts are remitted to the Canada Revenue Agency (CRA) and are considered a “payment on account” of the non-resident’s Canadian tax liability. Non-residents may apply to CRA for a waiver or reduction of the Withholding Tax.

49. GOVERNING LAW

The obligations of the parties and resolutions of any disputes shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, both as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract. The parties shall attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

50. COPYRIGHT

The copyright for respective procured concepts and/or materials will become the property of the City of Clarence-Rockland unless otherwise mutually agreed upon by the successful Contractor and the City.

51. FREEDOM OF INFORMATION

- a. All information supplied to the City in this document becomes the property of the City of Clarence-Rockland and is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- b. The names and bid amount of all Contractors will be disclosed in accordance to our Procurement By-law.
- c. Contractors agree that all documentation and information contained in any Bid Submission become the property of the City of Clarence-Rockland and as such, may be subject to disclosure under the terms of the *Municipal Freedom of Information and Protection of Privacy Act*. Although the City of Clarence-Rockland can in no way be responsible for any interpretation of the provision of this *Act*, if any Contractor believes any part of its Bid Submission reveals any trade secret of the Contractor, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Contractor and if the Contractor wishes the City of Clarence-Rockland to attempt to preserve confidentiality of same, the particular trade secret, property right or information should be clearly designated as confidential.

52. TERMINATION

In the event that the contractor fails to comply with any provision of this agreement or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the contractor notice in writing of such failure. In the event that the contractor has not remedied its failure within ten (10) days of the said notice, the City shall be entitled to exercise any one or more of the following remedies:

- a) The City may terminate the contract without further notice, and exercise its rights to the performance security provided by the contractor;
- b) The City may withhold any payment due to the contractor hereunder until the contractor has remedied its failure;
- c) The City may engage the services of another contractor to remedy the contractor's failure, and obtain reimbursement therefore from the original contractor. The said reimbursement may be obtained either through deduction from any amounts owing to the contractor hereunder, or through any other legal means available to the City; or
- d) The City may assert any other remedy available to it in law or equity.

Unless the City expressly agrees to the contrary, any failure of the City to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the City to subsequently obtain such remedies.

53. SKID AND DRUM DEPOSITS

If returnable skids, drums or reels are supplied, the Contractor must indicate if an extra charge applies and if this is fully refundable. The Corporation prefers that the Contractor pick up skids, drums or reels when empty with no deposit or demurrage charge.

54. CONTRACTOR'S CONDUCT AND CONFLICTS OF INTEREST

- a) The City expects its Contractors to act with integrity and conduct business in an ethical manner. The City may refuse to do business with any Contractor that:
 - i. has engaged in illegal or unethical bidding practices;
 - ii. has an actual or potential conflict of interest;
 - iii. has an unfair advantage in the procurement process; or
 - iv. fails to adhere to ethical business practices.

- b) The Contractor, all of the Subcontractors, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the Owner) with the provision of the Work pursuant to the Contract. The Contractor acknowledges and agrees that a conflict of interest includes the use of Confidential Information where the Owner has not specifically authorized such use.
- c) The Contractor shall disclose to the Owner, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any Subcontractor or Contractor that is directly or indirectly affiliated with or related to the Contractor.
- d) The Contractor covenants and agrees that it will not hire or retain the services of any employee or previous employee of the City of Clarence-Rockland where to do so constitutes a breach by such employee or previous employee of the previous employer's conflict of interest policy, as it may be amended from time to time.
- e) A breach of this Article by the Contractor, any of the Subcontractors, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the Owner to terminate the Contract, in addition to any other rights and remedies that the Owner has in the Contract, in law, or in equity.
- f) Where a Contractor is retained to participate in the development of a solicitation document or the specifications for inclusion in a solicitation document, that Contractor will not be allowed to respond, directly or indirectly, to that solicitation document.
- g) Illegal or unethical bidding practices include:
 - i. bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
 - ii. attempting to gain favour or advantage by offering gifts or incentives to City officers and employees, members of Council or any other representative of the City;
 - iii. lobbying members of Council or City officers and employees or engaging in any prohibited communications during a procurement process;
 - iv. submitting inaccurate or misleading information in response to a procurement opportunity; and
 - v. engaging in any other activity that compromises the City's ability to run a fair procurement process.

55. CONTRACTOR PERFORMANCE MANAGEMENT - CONTRACTOR EVALUATION

Following substantial Performance, the Project Leader will prepare a report on the performance of the Contractor. The report will rate performance in various categories including: project management, site supervision, quality of work, health and safety, communications, public relations, cost control, schedule management, and site management. The report will be discussed with the contractor and a copy of the completed report will be provided.

Performance ratings will be used by the City in analysing future bids by the Contractor. Copies of the report may be provided to other municipalities or their agents.

A Contractor who scores a failing grade (<30) on their Performance Review will not be eligible to have any City of Clarence-Rockland project awarded to them as either a General Contractor or a Sub Contractor. This suspension period may last for a period up to 3 years from the date of the completion of the Failed Project. Any bid submission made during the suspension period will be returned, unopened to the Contractor.

- a) At the outset of a project, the City shall institute a Contractor Performance Management evaluation process.
- b) The performance evaluation shall rate the performance of the Contractor on standard criteria as listed in Appendix "C". The Contractor shall be responsible for the performance of his Sub Contractors and will be evaluated as such. A copy of the Performance Evaluations and introductory letter shall be provided to the Contractor at the outset of the project, and shall remain constant for the duration of the contract. Performance issues shall be noted in writing with a copy to the Contractor and a copy to the departmental project file. Performance issues shall also be noted in any site meeting or project meeting minutes. For projects that last more than four (4) months, an interim evaluation may be carried at the midpoint of the project. For projects that last less than four (4) months, only the final evaluation will be carried immediately after completion of the project.
- c) The performance evaluation shall determine whether a Contractor will:
 - i) be allowed to bid for future contracts with the City of Clarence-Rockland;
 - ii) be suspended from bidding on any contracts with the City of Clarence-Rockland
- d) No bid will be accepted from any contractor during the term of the suspension. Any bid submitted by the Contractor will be returned, unopened to the address on the bid envelope. If the Contractor is listed as a Sub Contractor on another bid, the City will notify the General Contractor that they will be unable to accept the submitted bid unless another Sub Contractor is identified. It is the suspended Contractor's responsibility to notify any General Contractors of their suspension with the City of Clarence-Rockland.
- e) The Contractor may request a debriefing meeting to discuss the evaluation within thirty (30) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the Performance Review

rankings should be sent in writing to the Manager of the Project/Client Department for review. Only the comments and rankings of the Contractor Performance Management contractor evaluation will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained. If the Contractor remains unsatisfied with the outcome of the debriefing meeting, they can request in writing to the Manager of Procurement Supply, a further review by the City of Clarence-Rockland Review Committee.

- f) The Review Committee will hear from both City staff and the Contractor at a time and place appointed in writing by the Committee. The Committee shall be comprised of the original City team members that participated in the procurement process, Director of Finance and the Manager of Supply, or their designate. The decision of the Review Committee shall be in writing and final and be provided to City Staff and the Contractor.
- g) Bids will not be accepted by the Contractor for work in the City of Clarence-Rockland as a General or Sub Contractor during the review process.
- h) In reaching a decision, Staff shall be entitled to rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same contractor or consultant.
- i) The results of any Contractor Performance Management contractor evaluation may be disclosed to other Municipalities or government bodies upon request.

56. CONTRACT AND CONTRACTOR REQUIREMENTS

The Contractor hereby covenants and agrees that if their Tender or any part thereof is accepted by the Corporation, they:

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall use due care that no person is injured and that no property is damaged in the performance of the work.
- c) Shall not, except with the consent of the City in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the Contractor.
- d) Contractors are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.,
- e) Shall provide a complete list of all controlled products, hazardous materials, products containing hazardous materials, and all biological or chemical agents or devices or equipment producing or emitting a physical agent and any substance, compound, product or physical agent that is deemed to be, or contains, a designated substance as defined under the Act and the Regulations, which will be supplied or used in the work, before commencing. The Contractor/contractor shall provide appropriate information and Material Safety Data Sheets, where required, with the shipment

- f) Shall ensure that contractors, sub-contractors and all of their employees are trained in W.H.M.I.S.

57. FOLLOW ON CONTRACTS

At the City's discretion, and where applicable, the City reserves the right to enter in follow-on contract(s) with the Successful Contractor for supply of other related or similar Goods, materials or Equipment should there be a requirement and where the supply of such items would require the same levels of expertise and service delivery from the Successful Contractor. Such contracts would either use same unit rates as set out in the Contract or as would be negotiated with the Successful Contractor.

CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

This contract encompasses the provision of all labour, material and equipment necessary for surface treatment of six roads. The work involves the placement and compaction of a granular A road base, a double surface treatment, and restoration of road shoulders, ditches, driveway and grassed areas. The above description is general only and shall be construed as limiting the scope of the contract.

Any damage to lawns, driveways, etc. shall be repaired or replaced immediately by the contractor at their expense.

The Contractor shall be responsible for the preservation of all property bars while the work is in progress, except those property bars that must be removed to facilitate the work. Any other property bars disturbed, damaged or removed by the contractor's operations shall be replaced under the supervision of an Ontario Land Surveyor.

The contractor shall protect and maintain all service crossings including but not limited to sanitary sewer laterals, water services, storm sewer leads, existing water/sewer mains etc. All damaged services shall be repaired by the contractor to original condition or better and to the satisfaction of the contract administrator with no cost to the city. Any work which is perceived to involve the Contractor touching any part of the distribution system must be completed under the supervision of the Cities Representative.

The contractor shall schedule construction operations in such a manner that a storm drainage outlet will always be available. This is to ensure that the exposed sub-grade or granular base will not be subjected to flooding and ponding problems. The unit price bid under the appropriate items shall allow for this requirement and no extra payment shall be made for the excavation and replacement of soft wet areas caused by inadequate drainage.

The Owner does not insure the accuracy, correctness or completeness of the plans with respect to existing underground or aboveground services, or other objects, such as utilities, watermains, forcemains, pipes, manholes, catch basins, chambers, communications, and process piping. The contractor shall not make any claim against the Owner for damage or extra work caused or occasioned by his relying upon such services of private locator to verify locations of the utilities and underground services on private property as well as keeping current locates at all times throughout the duration of construction. The owner shall not be liable for any loss, damage, delay or claim whatsoever resulting or arising from incorrect locates. The contractor shall take all necessary precautions during construction, to prevent damage to any utility services (hydro, gas, bell, fibre optic etc.) The contractor shall adhere to the safety requirements of the local authorities while working in the vicinity of the utility services. All costs associated with any repairs from undue damage, or supporting poles, cables, bracing etc. shall be responsibility of the Contractor.

When a trench box is needed for support of the trench wall. Its removal shall be as per OPSS section 538.07.02.

The contractor shall be responsible for the removal and disposal of all surplus excavated material. All acceptable excavated material suitable for trench backfill, as approved by the by the Contract Administrator, shall be stockpiled and reused as required. Payment for the material shall be included in the Unit Price for Earth Ditch Clean out and no further compensation for the material will be made.

All construction activities must comply with the Ministry of labour and the Occupational Health & Safety Act

Any work that is conducted on a Saturday will not be considered as a Contract working day. Work during the weekend will be subject to approval by the City's representative.

After the work of any section of the Contract has been completed, all debris, excess materials etc., shall be removed by the Contractor from the site and disposed of to the satisfaction of the Contract Administrator. The site shall be left in safe, neat and workmanlike condition as applicable to any present regulations. The Contractor shall include in his rates for cleaning the site

The contractor shall also be responsible for all costs incurred for the supply, installation, maintenance and removal of all de-watering equipment, and other materials or equipment which may be required to cope with the ground conditions in order to complete the work. It will also be the contractor responsibilities for reinstatement of such areas with were disturbed by their operations to their original condition. All unit prices bid have made allowances for this under their appropriate item.

The contractor shall give notice to residents/ businesses prior to their driveway entrance being temporarily interrupted by construction. At the conclusion of each day's work, all effected driveways must be made passable. The contractor must maintain safe pedestrian/vehicular access to all abutting businesses/residences at any time during construction.

The Contractor shall be responsible for providing on site washroom facilities for all staff, and provide power for all construction work activities (if required).

If the work is delayed by labour disputes, strikes or lock-outs including lock-outs decreed or recommended to its members by a recognized union organisation , of which the Owner is a member or to which the Owner is otherwise bound, which are beyond the Owner's control, then the contract time shall be extended. In no case shall the extension of Contract Time be more than the time lost as the result of the event causing the delay, unless a longer extension is agreed to by the Owner. The Contractor shall not be entitled to payment for standby time.

The Contractor is responsible for keeping the roads within the limits of construction grade and free of potholes. The construction site must be checked each night prior to the contractor leaving for the day; any pothole found to be caused by the contractor must be filled at that time unless directed by the contract Administrator.

The contractor shall provide qualified personnel to layout and establish all lines and grades necessary for the construction. The Contractor shall notify the City representative of any layout work carried out, so that the same may be checked by the City representative. Any elevations will be given for this project; the road surface and

ditches will be installed according to the elevations of the existing pavement and compared to existing.

The contractor shall assume full responsibility for alignment, elevations, and dimensions of each and all parts of Work, regardless of whether the Contractor's layout work has been checked by the City representative.

The contractor is responsible for the flow of water along the new driving surface and ditches and shall ensure adequate drainage of the existing land.

Daily Work Records prepared by the Contractor's representative, reporting the labour and Equipment employed and the material used on site, should be reconciled and signed each day by both the Contractor's representative and the City representative.

SPECIFICATIONS

Refer to Pricing Schedule for Tender Items below.

ITEM No. 1.1, 2.1, 3.1, 4.1, 5.1 and 6.1, Traffic Control

Ontario Traffic Control Manual Book 7

S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

The Contractor shall be responsible for the preparation and implementation of a traffic management and control plan as specified in the Ontario Traffic Control Manual Book 7 for roadway work operations, as per the Ontario Ministry of Transportation.

The contractor shall supply all labor, sign, barrels, cones, delineators, etc. set and maintains required detours at work sites, conforming to the latest edition of the manual of Uniform Traffic Control Devices.

The contractor shall provide vehicular access at all times to all properties with existing access. Where blocking of access is unavoidable, the Contractor shall notify the residents affected, give 24 hours' notice and shall work to keep the period of inconvenience to a minimum.

The Contractor shall maintain a satisfactory route for traffic at all times throughout the work.

All Units shall be equipped with sufficient safety lights (flashing or strobe, and/or arrow boards) barricades and signs which may be required for complete control of both pedestrian and vehicular traffic in accordance with the MTO Manual for highway operation, Ontario Manual of Uniform Traffic.

At the end of each day, the site supervisor must patrol the entire site to ensure that all signage is in place and that there are no traffic hazards. The site supervisor shall maintain a daily traffic diary that records all traffic conditions that occurred each day.

The contractor's traffic control plans must meet all the requirements of the Ontario

Ministry of Labor and the Occupational Health and Safety Act.

The contractor must keep all completed traffic control plans on the truck and copies of the major traffic control plans must be submitted to the City with the biweekly deliverables.

Measurement of Payment

Measurement for payment will be based on lump sum cost per road and as per the above noted work.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM No. 2.2, 3.2 Erosion ,Sediment Control and Environment Protection

Spec O.P.S.S. 805 O.P.S.D. Form 2019.100, 219.110, 219.180

S.P.The work deemed to be included in the unit bid price for this item shall be as follows:

General

- a. The Contractor is responsible to install inspect/maintain and remove all erosion & silt control devices.
- b. The Contractor must inspect and maintain the control devices every week and after a storm event.
- c. All disturbed work areas shall be restored to pre-construction condition (or as specified) and stabilized as soon as possible after completion of work.
- d. All material and equipment used for the purpose of the project should be operated, stored and/or stabilized away for the water and in a manner that prevent any deleterious substance (e.g. petroleum products, silt, etc) from entering the water. Stockpiles in the vicinity of water shall be surrounded by silt fencing.
- e. Vehicle and equipment re-fueling and maintenance shall be conducted a minimum of 30m from watercourse.
- f. Contractor must keep an emergency spill kit on site in case of fluid leaks or spills from machinery. When working near water, the emergency spill kit shall be at the location of the operation.
- g. Dust may be controlled by: using water only.

Measurement of Payment

Measurement for payment will be based on lump sum cost per road and as per the above noted work.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.



ITEM No. 1.2, 2.3, 3.3, 4.2, 5.2 and 6.2 Double Surface Treatment

Spec O.P.S.S Form 304

S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

Supply all labour and equipment to supply and compact of all material as outlined in the tender.

This item shall include the application of Double Surface Treatment after Secondary Pulverization and Restoring of Roadway.

The contractor shall be responsible for determining application rates of both aggregate and emulsion.

Product

- a. The aggregate for initial application shall be Class 2 as per O.P.S.S 304
- b. The aggregate for the final application shall be Class 6 as per O.P.S.S 304
- c. HF-150S emulsion shall be as per O.P.S.S 304

Execution

- a. Supply, mix, place, and a double surface treatment
 - i. The initial application shall consist of a Class 2 aggregate
 - ii. The final application shall consist of a Class 6 aggregate

Measurement of Payment

Measurement of the area shall be measured in square meters of Surface Treated. It shall also include the grading, shaping and compacting of the processed material.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM No. 1.3, 2.3, 3.3, 4.3, 5.3 and 6.3, Granular "A"

Spec O.P.S.S. Form 314

S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

Supply all labour and equipment to supply and compact of all material as outlined in the tender.

Product

- a. Granular 'A' for road base shall be as per O.P.S.S 314

Execution



- a. Scarify 50mm minimum of the existing road prior to spread the new granular.
- b. Push on side of the road the 50 mm extra material and reshaped as a shoulder (On Lacroix Rd. only)
- c. Supply and compaction of 100 mm (50mm Baseline Rd) of Granular "A" for road base
- d. Minimum of 3% slope for the crown.

Measurement of Payment

Measurement is by the plan quality and will be based on the tonnage of material installed.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM No. 1.4, 2.6, 3.5, 4.4, 5.4 and 6.4 REMOVAL AND REINSTAL EXISTING ROAD TRAFFIC SIGNS

Spec. O.P.S.S. Form 180, 510

S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

Remove and reinstate all existing traffic signs as indicated on the contract drawings or directed by the city representative.

Products

N/A

Execution

- a. Traffic signs supports and footings shall be removed during construction and mounted on a temporary support as required. These shall be located in the same proximity of the original sign and in accordance with the Ontario Traffic Manuel (Latest Edition).
- b. At the completion of the construction, all signs shall be reinstated as indicated on the contract drawings or at locations designated by the city representative.

Measurement of Payment

Measurement shall be based on each traffic sign removed and relocated.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM No. 2.6, 3.4 DITCH RE-PROFILING

General

Supply all labour and equipment to clear, grub and dispose of all material as indicated on contract drawings.

Products

N/A

Execution

- a. The Contractor shall make a survey of the ditch and culvert invert prior to excavate in order to determine the exact depth of removal required in order to achieve adequate drainage and a gradual slope from culvert to culvert.
- b. The Contractor shall clean existing earth ditches as detailed in the Contract. The work is specified in accordance with OPSS 206.
- c. All earth ditch removal up to a depth of 0.45m or less shall be termed "Ditch re-profiling"
- d. Clearing of all vegetation including brush, downed timber, snags and rubbish, etc. in location indicated on contract drawings or as directed by the City representative and dispose of offsite.
- e. The existing berm removal along the shoulders is included in the earth ditch cleaning item, but is not necessarily limited to location indicated on the drawing. Areas to be confirmed with city representative.
- f. The Contractor is to review with the city representative prior to cutting trees or removing vegetation within the road allowances or in vicinity of residences.
- g. Burning shall not be permitted within the right-of-way or any municipal property.

Disposal

Disposal of materials shall conform to OPSS 180 in accordance with the requirements specified elsewhere in the Contract.

Measurement of Payment

Measurement shall be by actual quantity of the length in meters along the centreline of the cleaned ditches.

OPSS MUNI 100 GENERAL CONDITIONS and OPSS MUNI 180 GENERAL CONDITIONS

Refer to OPSS.MUNI 100 dated November 2006 (not attached)
Refer to OPSS. MUNI 180 dated November 2011 (not attached)

A copy of the General Conditions can be found at:
www.ragsb.mto.gov.on.ca/techpubs/ops.nsf

SUPPLEMENTARY CONDITIONS TO OPSS MUNI 100

1.0 GENERAL CONDITIONS

Where a General Condition or paragraph of the General Conditions are deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the number of the deleted items will be retained, unused.

GC 3.05 LAYOUT

Delete GC 3.05 in its entirety and replace it with the following:

It shall be the responsibility of the Contractor to provide his own layout for the work covered in all contracts. The costs of such layout work shall be included in the unit or lump sum prices in the tender.

It shall be the Contractor's responsibility to protect survey stakes, monuments, and iron bars from any damage due to his operation. Markers or poles 1.2 to 1.5 m in height painted red on top shall be placed next to each iron bar or monument by the Contractor. Any iron bars or monuments damaged by the Contractor due to his operations shall be replaced at the Contractor's cost and the City may withhold monies from the final payment due the Contractor until the iron bars or monuments are replaced.

If any survey marker established by an Ontario Land Surveyor is disturbed as a result of the Contractor's negligence, it shall be reset by an Ontario Land Surveyor and the entire cost shall be borne by the Contractor."

GC 3.07 DELAYS

Add the following paragraph:

Without limiting the requirements of GC 3.07.02 of the General Conditions of Contract, it is hereby expressly agreed that, should the Contractor be prevented from carrying out the work according to the agreed upon program through labour disputes directly affecting the Contractor's own labour, the

Contract may be terminated by the City. Upon termination of the Contract under these circumstances, the Contractor will be paid for all work carried out prior to termination and would have no further liability for the costs of completion of the work.

GC 4.10 TERMINATION OF CONTRACT

Amend paragraph 0.1 by adding the following to the end of the paragraph:

“The City shall have the right to delete any part of the work from the Contract, or to terminate all or part of the Contract, upon five days written notice, without claim for compensation from the Contractor, except that the Contractor shall receive payment for all work completed to date of receipt of the notice at the rates or unit prices in the Schedule of Unit Prices.”

GC 6.02 INDEMNIFICATION

Delete GC 6.02 in its entirety and replace it with the following:

The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Contractor, its agents, employees and sub-contractors on behalf of the City, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees or sub-contractors.”

GC 7.16 Warranty

Add a new number.04

This guarantee shall also include the lawn and boulevard areas sodded under this contract. At the end of the 12 month maintenance period the grass shall be healthy and alive.

GC 8.01.02 Variation in Tender Quantities

Delete clause GC 8.01.02 of the General Conditions of Contract in its entirety and replace it with the following:

“The City does not guarantee quantities as set forth in the Unit Price Worksheet. These quantities are approximate only, and the basis of payment under this Contract will be actual amount of work done and material furnished regardless of the actual amount of variation from the tender quantities.”

GC 9.0 OTHER PROVISIONS

Add new SECTION 9.0 as follows:

“SECTION 9.1 EARTH EXCAVATING AND GRADING

- 9.1 Excess materials, which include but are not limited to bituminous pavement, concrete, fabricated metal and plastic products, wood, masonry, pipes, surplus or unsuitable excavated earth and rock and other wastes that are not otherwise designated for salvage or reuse by the Owner, shall be managed in accordance with OPSS 180, and the City’s Supplementary Conditions to OPSS 180.

These excess materials shall be removed from the working area and properly transported and re-used or disposed off-site in accordance with all applicable legislation at the Contractor’s sole expense. More specifically, the Contractor shall comply with the *Environmental Protection Act*, including Ontario Regulation 347/90 (as amended), and shall use appropriately licensed haulers and receivers for all waste transportation and disposal, as required.

This work shall include all labour, equipment and materials to carry out all earth excavation and grading to pre-grade elevations (i.e. bottom side of topsoil, granular, etc.) to the satisfaction of the Engineer. This item includes roadway, driveway, and boulevard excavations, and grading and preparation for placement of the specified granular, asphalt, concrete or imported topsoil.

9.2 CONTAMINATED SOILS

a. General

The Contractor, at its own cost, shall undertake any sampling, testing, and analyses required for the proper management (including transportation and disposal) of excess materials generated by the Contract work.

The Contractor shall account for any high SAR of the soils and price the handling, removal and/or disposal of fill accordingly.

The Contractor shall follow OPSS 180. Further, the Contractor in the sign off to the Engineer must indicate that the disposal Site Owner accepts the fill as contaminated fill.

Note that there are innovative methods to cost effectively dispose of SAR fill. While two such methods are outlined below, it remains the Contractor's sole responsibility to determine the appropriate and legal method that they will employ, and coordinate and arrange for this disposal accordingly:

1. The Contractor can over-excavate and dispose of "clean" fill off site and backfill this excavation with the SAR material provided the SAR material is appropriate fill for the location (i.e., if under road, fill must be inorganic) and that it is compacted appropriately for the use as determined by the Engineer.
2. It is believed the MOE permits the disposal of SAR material in a location that is of similar use (the Contractor is responsible to confirm this). For example, the SAR fill could be disposed of in a proposed parking lot or in a proposed roadway needing fill as these areas would be expected to receive salt in winter.

b. Contractor's Sole Responsibility

The Contractor is solely responsible for the characterization of quality, designation of waste types, delineation of quality and extent of excess material, estimation of quantity, and costs associated with excavation, removal, segregation, temporary stockpiling, loading, transportation and re-use or disposal of excess materials, including excess earth and rock generated by the Contract work.

Under no circumstances shall the Contractor claim additional payment from the Owner related to the characterization of quality, designation of waste types, delineation of quality and extent of excess material, estimation of quantity, and costs (whether accurate and correct or not) associated with excavation, removal, segregation, temporary stockpiling, loading, transportation and re-use or disposal of excess materials, including excess earth and rock generated by the Contract work.

c. Disposal Sites

For greater certainty, the Owner has not designated or identified specific haulers, receivers, and/or disposal sites for excess materials generated under this Contract. The Contractor is solely responsible for identifying and selecting appropriate haulers, receivers, and/or disposal sites required to complete the work of this Contract. .

End of Supplementary Conditions OPSS MUNI 100

SUPPLEMENTARY CONDITIONS TO OPSS MUNI 180

GC 180.07.01 Conditions on Management of Excess Material - General

1.1. Delete the third sentence of 180.07.01 and replace it with the following:

“Where excess material includes asbestos waste, the asbestos waste shall be managed in accordance with all applicable legislation, including but not limited to Ontario Regulation 347/90, as amended.”

1.2. Delete paragraph 180.07.05 b) in its entirety.

1.3. Delete OPSS 180.10 in its entirety and replace it with the following:

“180.10

Payment for the management of excess material shall be included in the tender items requiring such management and shall include all costs associated with sampling, testing, analyses, characterization of quality, designation of waste types, delineation of quality and extent of excess material, identifying and selecting appropriate haulers, receiver and/or disposal sites for excess material, acquiring approvals, releases and agreements, and all other costs associated with the work pursuant to this special provision and OPSS 180.

End of Supplementary Conditions OPSS MUNI 180

Submitted To: Corporation of the City of Clarence-Rockland
(Owner)



1560 Laurier
Client Service Center
Rockland, ON
K4K1P7

We hereby offer to sell to the City of Clarence-Rockland, hereafter referred to as the City, the Goods and/or Services described in accordance with the Specifications, Terms and Conditions specified set forth herein at the price(s) quoted therefore

Tender Number	<u>F18-INF-2017-014</u>
Bid Description:	<u>Surface Treatment</u>
Closing Date:	<u>May 19, 2017</u>
Time:	2:00 p.m. Local Time, Rockland, ON
Company Name	

I/We the undersigned have read and understand this Bid document, and herewith agree to perform the work required in accordance with the Bid document issued by Procurement Services, at the price(s) listed below:

I/We acknowledge that we have received addenda numbered ___ to ___ inclusive, and the prices submitted include the provisions set out in such addenda.

_____/100
Prices are in Canadian dollars, and excluding HST (Dollars in Words to be inserted above)

Dollars (\$_____))
(Dollar numbers to be inserted above)

The Contractor declares that:

- a) No persons, other than the Contractor, have any interest in this RFT or in the Contract proposed to be entered into.
- b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.
- c) The several matters stated in the said Submission are in all respects true.
- d) The Contractor has carefully examined the locality and site of the proposed works, as well as all the RFT Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labor and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Contractor also agrees that this offer is to remain open

for acceptance until the formal Contract is executed by the successful Contractor for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.

- e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.
- f) In making this Submission for the work and in entering into the Contract, if awarded to this Contractor, the Contractor has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.
- g) The Contractor also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or City representative.
- h) The Contractor acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.
- i) The Contractor does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Contractor in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Contractor acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Contractor, whether such right or cause of action arises in contract, negligence, or otherwise.
- j) The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:
 - (i) Accept a non-compliant Tender;
 - (ii) Accept a Tender which is not the lowest Tender; and
 - (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.
- k) The Owner reserves the right to consider, during the evaluation of Tenders;
 - (i) information provided in the Tender document itself;
 - (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
 - (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Contractor;
 - (iv) the manner in which the Contractor provides services to others;
 - (v) the experience and qualification of the Contractor's senior management, and project management;
 - (vi) the compliance of the Contractor with the Owner's requirements and specifications; and
 - (vii) innovative approaches proposed by the Contractor in the Tender;
 - (viii) whether the Contractor has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFT.

- l) The Contractor acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Contractor.

Signed and submitted for and on behalf of:

Company Name

Address City Postal Code

X

Signature of Authorized Signing Officer Print Name, Title

()

Telephone Number Date

()

Fax Number Email Address

HST Business Number Payment Terms (E.G. 2%-10 Days, Net 30)

Your completion of this form confirms acceptance of the City of Clarence-Rockland's Standard Terms and Conditions. Contractors who impose restrictions on their bid using a qualifying statement risk having their bid rejected.

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR THE
TENDER WILL BE REJECTED.**



PRICING SCHEDULE "A"

The Contractor hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. **The Total Bid amount shall include all costs incurred, excluding taxes.**

The Contractor also understands and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

TEM NO.	DESCRIPTION	Units	QTY	UNIT PRICE	TOTAL
1	Ramage Road				
1.1	Traffic Control	L.S.	1	\$	\$
1.2	Double Surface Treatment The aggregate Class 2 as per O.P.S.S 304 The aggregate Class 6 as per O.P.S.S 304 HF-150S emulsion as per O.P.S.S 304	m ²	4200	\$	\$
1.3	Granular 'A' for Road Base (100 mm)	ton	924	\$	\$
1.4	Removal and reinstall existing roads traffic signs (provisional)	L.S.	1	\$	\$
TOTAL SECTION 1					\$

2	Baseline Road				
2.1	Traffic Control	L.S.	1	\$	\$
2.2	Erosion, Sediment Control and Environmental Protection	L.S.	1	\$	\$
2.3	Double Surface Treatment The aggregate Class 2 as per O.P.S.S 304 The aggregate Class 6 as per O.P.S.S 304 HF-150S emulsion as per O.P.S.S 304	m ²	9800	\$	\$
2.4	Granular 'A' for Road Base (50 mm)	ton	1,078	\$	\$
2.5	Earth Ditch Clean Out and Excavation	m	1000	\$	\$
2.6	Removal and reinstall existing roads traffic signs (provisional)	L.S.	1	\$	\$
TOTAL SECTION 2					\$

3 Lavigne Road					
3.1	Traffic Control	L.S.	1	\$	\$
3.2	Erosion, Sediment Control and Environmental Protection	L.S.	1	\$	\$
3.3	Double Surface Treatment The aggregate Class 2 as per O.P.S.S 304 The aggregate Class 6 as per O.P.S.S 304 HF-150S emulsion as per O.P.S.S 304	m ²	9100	\$	\$
3.4	Granular 'A' for Road Base (100 mm)	ton	2,002	\$	\$
3.5	Earth Ditch Clean Out and Excavation	m	1000	\$	\$
3.6	Removal and reinstall existing roads traffic signs (provisional)	L.S.	1	\$	\$
TOTAL SECTION 3					\$

4 Lacroix Road					
4.1	Traffic Control	L.S.	1	\$	\$
4.2	Double Surface Treatment The aggregate Class 2 as per O.P.S.S 304 The aggregate Class 6 as per O.P.S.S 304 HF-150S emulsion as per O.P.S.S 304	m ²	9100	\$	\$
4.3	Granular 'A' for Road Base (100 mm)	ton	2,002	\$	\$
4.4	Removal and reinstall existing roads traffic signs (provisional)	L.S.	1	\$	\$
TOTAL SECTION 4					\$

5 Poupart Road					
5.1	Traffic Control	L.S.	1	\$	\$
5.2	Double Surface Treatment The aggregate Class 2 as per O.P.S.S 304 The aggregate Class 6 as per O.P.S.S 304 HF-150S emulsion as per O.P.S.S 304	m ²	9275	\$	\$

5.3	Granular 'A' for Road Base (100 mm)	ton	2,041	\$	\$
5.4	Removal and reinstall existing roads traffic signs (provisional)	L.S.	1	\$	\$
TOTAL SECTION 5					\$

6	Marcil Road - Provisional				
6.1	Traffic Control	L.S.	1	\$	\$
6.2	Double Surface Treatment The aggregate Class 2 as per O.P.S.S 304 The aggregate Class 6 as per O.P.S.S 304 HF-150S emulsion as per O.P.S.S 304	m ²	3850	\$	\$
6.3	Granular 'A' for Road Base (100 mm)	ton	847	\$	\$
6.4	Removal and reinstall existing roads traffic signs (provisional)	L.S.	1	\$	\$
TOTAL SECTION 6					\$

Cost Summary	
DESCRIPTION	COST
SECTION 1 - RAMAGE ROAD	\$
SECTION 2 - BASELINE ROAD	\$
SECTION 3 - LAVIGNE ROAD	\$
SECTION 4 - LACROIX ROAD	\$
SECTION 5 - POUPART ROAD	\$
SECTION 6 - MARCIL ROAD (Provisional)	\$
TOTAL	\$
/100	
<i>Insert Dollars in words above</i>	

Prompt Payment Discount:

The City of Clarence-Rockland follows a policy whereby in the absence of prompt payment discount terms, all invoices from Contractors will be paid on a Net 30 basis; that is payments will be made by the City within 30 days of receipt of invoice, or the acceptance of the goods and services, whichever date is later.

A Prompt Payment Discount of _____% is offered by the Contractor for payment within (20) fifteen working days, following receipt by the City of the invoice, or receipt and acceptance of the goods and services, whichever date is later, in the sole opinion of the City.

SUBCONTRACTORS

CONTRACT NUMBER: F18-INF-2017-014

DESCRIPTION: Surface treatment

SUBMITTED TO: The Corporation of the City of Clarence-Rockland

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the *RFT* including all information to *Contractors*, general terms and conditions, supplemental terms and conditions (if applicable), specifications, and attachments and appendices as issued by the *City* and including Addenda number to _____ and having visited the Project Site hereby offer to subcontract the following companies/individuals for the *Services* and *Equipment*.

Name of Subcontractors	Phone Number	Contact	Discipline

ANY substitutes or changes in subcontractors **must** be agreed upon and authorized in writing by the *City*.

KEY PERSONNEL

The following is a list of personnel who will actively supervise the work if we are awarded the Contract, with a record of each person's experience, knowledge and ability. It is understood that the Work will be directed by the listed personnel and that no change can be made without the prior written approval of the City.

<u>NAME/TITLE</u>	<u>QUALIFICATIONS/EXPERIENCE</u>



REFERENCE INFORMATION

Contractors are required to provide three (3) references listing contracts similar to the project described in this *RFT* and undertaken within the past three (3) years.

(1) NAME (Company/Government Agency)_____

Contract Description_____

Contact Person_____

Phone Number ()_____ E-Mail: _____

Email Address (if available): _____

Number of Years At Location: _____ Value of Contract \$_____

(2) NAME (Company/Government Agency)_____

Contract Description_____

Contact Person_____

Phone Number ()_____ E-Mail: _____

Email Address (if available): _____

Number of Years At Location: _____ Value of Contract \$_____

(3) NAME (Company/Government Agency)_____

Contract Description_____

Contact Person_____

Phone Number ()_____ E-Mail: _____

Email Address (if available): _____

Number of Years At Location: _____ Value of Contract \$_____

The *City* reserves the right to check additional references and sources to those supplied by the *Contractor*.

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE
SELECTION PROCESS



THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

NOTICE OF "NO BID"

It is important that the City of Clarence-Rockland receive a reply from all Contractors. Although there is no obligation to submit a Bid, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to Procurement Services at 613-446-1497 prior to the closing time and date indicated in the bid package.

- 1. We do not supply this product(s) or service. _____
- 2. We cannot supply to the specification _____
- 3. Unable to quote competitively _____
- 4. Cannot bid due to present work load _____
- 5. Quantity is too large _____ too small _____
- 6. Unable to meet delivery/completion requirements _____
- 7. Patent or licensing restrictions _____

Other reasons/additional comments:

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Company _____

Address: _____

Phone: _____ Fax: _____

Signature: _____ Title: _____

Name: _____ Date: _____

(Print)



THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

Appendix D - AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for

(Name of Contractor)

in bonding totalling fifty percent (50%) of the Contract amount, and conforming to the Instruments of the Contract Attached hereto, for the full and due performance and maintenance of the works shown as described herein, if the Tender for Contract No. F18-INF-2017-014 is accepted by the Corporation of the City of Clarence-Rockland

It is a condition of this agreement that, if the above mentioned Tender is accepted, application for the required Performance Bond shall be made to the undersigned within ten (10) days of acceptance of the Tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____, 2017.

Name of Bonding Company

(Company Seal)

Signature of Authorized Person
Signing For Bonding Company

Position

