



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

Tender Number

F18-INF-2017-017
Construction and repair sidewalk

Request for Tenders Issued On: 26-JUN-2017

Tender Submission Deadline: 2:00:00pm on 20-JUL-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: Construction and repair sidewalk

- Reference Number: **F18-INF-2017-017**
- Term of Agreement: **N/A**
- Closing Date: **2:00:00 P.M., Local Time, July 20, 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 10% No

▪ Agreement to Bond (or approved equivalent): Yes No

▪ If Yes, Performance Bond Yes 50% ♦ Labour/Materials Bond Yes No

▪ 10% Holdback Applicable: Yes No ♦ Fidelity Bond: Yes No

▪ Prices Read out at Public ♦ Schedule of Prices to be

Opening: Yes No completed in whole: Yes No

▪ Sample Products: Yes No ♦ References Mandatory: Yes No

▪ Subcontractor Form: Yes No ♦ WSIB Certificate required: 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

▪ Professional Liability not less than _____ 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: Construction and repair sidewalk

TENDER #: F18-INF-2017-017

Company Name: _____
Company Address: _____



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1. **ELIGIBILITY TO PARTICIPATE**

Open competition.

2. **Invitation to Contractors**

This Request for Tender (“RFT”) is an invitation to prospective Contractors to submit a Tender for works as further described in Section 3- Scope of Work (the “Scope of Work”):

Construction and repair sidewalk

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 Part C, 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	26-Jun-2017
Last Day for submitting e-mail inquiries	7-Jul-2017
Tenders due from firms	20-Jul-2017 2:00
Evaluations	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 5(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 initialed 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)
- (e) A Bid Deposit (where applicable) as detailed in the Information for Contractors - Summary Sheet found at the front of 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. BID DEPOSIT

Bidders shall submit with their Bid Form a Bid Bond (CCDC Form 220 or a form of equal content acceptable to the Owner), with the Bidder named as Principal and the Owner named as obligee, issued by a duly qualified bonding company authorized to issue surety bonds in the Province of Ontario, in an amount of not less than ten (10%) percent of the Bidder's Bid Price.

The Bid Bond shall be effective for a period of sixty (60) days after the Bid Closing Time. The cost of the Bid Bond shall be included in the Bidder's Bid Price.

The Bid Bond will be returned after delivery to the Owner of the required 50 % Performance Bond by the accepted Bidder.

13. 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.

14. 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 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

15. 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”.

16. 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

- (a) 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.
- (b) 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 two million dollars (\$2,000,000).

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
- (iv) and 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.

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

HOLD BACK: The City of Clarence-Rockland reserves the right to retain a hold-back of ten (10) percent of the total amount due on this contract for forty five (45) days past completion as security against a construction lien or other claims.

Holdback Improvements to City lands or buildings valued at more than \$10,000 could have a 10%* payment hold back in effect for 45 days. This will be released upon confirmation that no liens related to the work have been registered against the City.

Payments shall be subject to the holdback and other provisions of the Construction Lien Act.

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. UNIT PRICES

Bid prices shall be F.O.B. delivered, Pre-Paid. 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.

22. DISCLOSURE

- (a) Total bid prices exceeding \$50,000.00 for Tenders will only be made available during public openings.
- (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.

23. 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.

24. 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' it's 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.

25. 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.

26. 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.

27. 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.

28. 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).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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

37. 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.

38. 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.

39. 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.

40. 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.

41. LIQUIDATED DAMAGES DUE TO LATE COMPLETION

The Contractor shall complete this Contract in its entirety by 29-SEP-2017.
PM to complete

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,

- by reason of changes or alterations made under Section 6 Specifications;
- 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;
- by reason of delay by the City in issuing instructions or information or in delivering materials;
- by any other act or neglect of the City or any other Contractor of the City or any employee of any one of them;
- for any cause beyond reasonable control of the Contractor; OR,
- 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 City representative, 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 ONE THOUSAND (\$1,000.00) DOLLARS per day for liquidated damages for each and every calendar day's 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

42. 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.

43. 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.

44. 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.

45. 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.

46. GUARANTEED MAINTENANCE AND WARRANTY

56.1 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.

56.2 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.

56.3 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.

47. F.O.B. POINT AND DELIVERY REQUIREMENTS

- a) All prices must be tendered F.O.B. DESTINATION - Freight Prepaid. All packaging and freight costs shall be prepaid and borne by Contractor. All Equipment or Vehicles must be floated to the delivery address for any company bidding out of the City boundaries.
- b) Title to the Goods or Equipment contracted for delivery shall pass to the City upon
- c) the Goods or Equipment having been delivered and offloaded at the designated delivery location(s); and
- d) the City having certified its acceptance of the Goods, Equipment or Vehicle. The Contractor shall bear full all risks and rewards of ownership of the Good or Equipment while in transit, including, but not necessarily limited to, the administration of any damage claims with the Contractor's contracted delivery agent or carrier.
- e) Tendered pricing shall include the safe unloading or offloading of the Goods or Equipment at the designated delivery location(s).
- f) The Contractor/Supplier shall be responsible for resolving any other damage claims, either with its contracted delivery agent or carrier or with the Manufacturer of the Equipment or the Product distributor, regardless as to whether the damage to the Equipment could have been visible at time of shipment or is later found to have been concealed during shipment.

48. CONTRACTOR PERFORMANCE

- a) Following substantial Performance, the Contract Administrator will prepare a report on the performance of the General Contractor. The report will rate performance in various categories including: organization, quality of work, public relations, supervisory staff, safety practices, clean up and time for completion. A copy of the completed report will be provided to the contractor.
- b) Performance ratings will be used by the City in analysing future bids by the Contractor. Copies of the report may be provided to other Owners or their agents.

- c) A Contractor who scores a failing grade (<30) on their Performance Review will not be eligible to have any City 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.
- d) At the outset of a project, the City shall institute a performance evaluation process in all contracts.
- e) The performance evaluation shall rate the performance of the Contractor on standard criteria adopted from time to time. The General 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 in advance of the contract, and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the Contractor and a copy to the departmental project file. Performance issues must also be noted in any site meeting or project meeting minutes.
- f) 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
- g) 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.
- h) 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 Director of Finance and Economic Development for review. Only the comments and rankings of the Contractor Performance Review will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained.
- i) 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.
- j) 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.

- k) The results of any Performance Evaluation may be disclosed to other Municipalities or government bodies upon request.

49. 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.

50. 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.

51. 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.

52. FREEDOM OF INFORMATION

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.

The names and bid amount of all Contractors will be disclosed in accordance to our Procurement By-law.

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.

53. 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.

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. 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.

56. 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.

57. VIDEO SURVIELANCE

While on City property visitors, guests, and service providers may be recorded by video surveillance equipment installed throughout the premise. The Personal Information recorded by such equipment is the property of the City and will be collected, stored, and destroyed in accordance with all appropriate provincial and federal laws.

CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

1. This contract encompasses the provision of all labour, material and equipment necessary for construction of sidewalks. The work involves the excavation, concrete pouring, all appurtenances and restoration of road shoulder, driveway and grassed areas. The description above is only general and shall be construed as limiting the scope of the contract.
2. Any damage to lawns, driveways, etc. shall be repaired or replaced immediately by the contractor at their expense.
3. 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.
4. 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.
5. 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.

6. 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, catchbasins, 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.
7. When a trench box is needed for support of the trench wall. Its removal shall be as per OPSS section 538.07.02.
8. The contractor shall be responsible for the removal and disposal of all extra excavated material including existing concrete, asphalt and granular materials. All acceptable excavated materiel suitable for trench backfill, as approved by the Contract Administrator, shall be stockpiled and reused as required. Payment for the material shall be included in the Unit Price for concrete sidewalk and no further compensation for the material will be made.
9. All construction activities must comply with the Ministry of labour and the Occupational Health & Safety Act.
10. Any work that is conducted on a Saturday will not be considered as a Contract working day. Work during the weekend will need to be approved by the City's representative.
11. 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 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.
12. 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.
13. The City has made provisions for the Contractor to store all construction materials on site.(with the exception of Granular Material) The Contractor will be required to keep the material storage site neat and secure.

14. The contractor shall give notice to residents/ businesses prior to their driveway entrance being temporarily interrupted by construction. (Temporary being not in excess of 3 working days pertaining specifically to sidewalk and curb placement.) 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.
15. The Contractor shall be responsible for providing on site washroom facilities for all staff, and provide power for all construction work activities (if required).
16. 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.
17. 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.
18. The contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for the construction. The Contractor shall notify the City representative of any layout work carried out. Any elevations will be given for this project; the sidewalks will be installed according to the elevations of the existing pavement and compared to existing match sidewalks.
19. 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.
20. The contractor is responsible for the flow of water along the new sidewalks and drainage of the existing land behind these new sidewalks. All new sidewalk localisation must be approved by the City Representative before the concrete pour.
21. 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 Contractor's representative and the City representative.

SPECIFICATION OF WORK

ITEM NO. 1-1B-1C TRAFIC CONTROL

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

General



- a. Two-way traffic shall be maintained at all times. Traffic control measures to be implement accordingly.
- b. Traffic signage shall be in accordance with Ontario Traffic Manual Temporary Conditions Field Edition.
- c. At the end of each day, the site supervisor must patrol the entire site to enclose 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. (ie. Location of closures, signage, etc.)
- d. All construction equipment must be moved a minimum of 3 metres from the edge of pavement at the end of each day's work and protected with barrels or traffic cone
- e. Ensure that access is available for emergency vehicles. All traffic control measures must comply with fire plan for vehicular traffic.
- f. The contractor shall ensure that all garbage and recycling pick up is maintained. If the service vehicles are unable to access all collection locations, the contractor is responsible for relocating all garbage and recycling to a location where pick up is possible during the regular pick up times.
- g. Excavation to be protected from traffic by placing jersey barriers and delineators as required.
- h. Access to all properties and businesses to be maintained at all times. Provide temporary means of access as required.
- i. The contractor shall supply a "Detailed Traffic Plan" outlining the proposed traffic layout and controls.

Measurement of Payment

Measurement of payment will be based on lump sum cost for all 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 MONOLITHIC CONCRETE SIDEWALK

Spec. O.P.S.S. Form 206,351, 904, 1305, 1315; O.P.S.D. – 310.040
C.C.R. Drawing SC-2, SC-5, SC-6

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

General

- a. Excavate 200mm of native material and dispose extra material in appropriate site.
- b. Granular material will be supplied and place, the face of sidewalk to be backfill to match existing shoulder.
- c. Existing asphalt and granular driveways to be restored and modified to match the new sidewalk.

Products

- a. Concrete shall be as specified below. Neither fly ash nor slag will be accepted in the mix. Provide to the laboratory the mix design prior to placing any concrete.

Compressive Strength	32 MPA minimum @ 28 days
Coarse Aggregate	19 mm maximum
Water / Cement Ration	0.43 maximum



Slump	70 mm \pm 20
Air Content	7% \pm 1.5%

- b. Concrete Mix Design Submission: Form A and B shall be supplied 4 weeks prior to the placement of concrete.
- c. Granular A shall be as per O.P.S.S. 1010
- d. Curing Compound as per O.P.S.S. 1315
- e. Burlap as per O.P.S.S.1305
- f. Expansion joint material bituminous fibre 12mm.
- g. Reinforcing rebar and reinforcing wire mesh at driveways.

Execution

- a. Excavate 200mm of native material. Existing material shall be hauled to an appropriate site determined by the City representative. Existing top soil may be re-used as fill with the City representative's approval.
- b. Place 150mm of granular "A" compacted to 98% SPD under all concrete surfaces and extend 150mm beyond back side of the concrete sidewalk and to the existing granular shoulder at the front (\pm 1.5m).
- c. Supply, form and place concrete as per Contract Drawings (included in section 5)
- d. Supply, erect and remove all form work, forms shall be set true to the lines; grades specified in the contract Documents. The forms to be of good condition and cleaned of all foreign material before using.
- e. Depressions at driveways and terminations are to be created. Immediately upon the concrete setting up, it shall be then wetted and kept in wet condition for 72 hours after the pour.
- f. Application of curing compound must meet the requirement of O.P.S.S. 1315 and be applied at a rate of not less than 1 litre per 5 square metre of exposed surface. If the temperature exceeds 25°C, the contractor shall use Burlap wetted as curing agent. The burlap shall be placed on the concrete immediately upon the concrete setting up; it shall be then wetted and kept in a wet condition for 72 hours after pour.
- g. At no time will water or an air entrainment be added to the concrete on site or in transit. Concrete shall not be altered in any way after it leaves the batch plant. Concrete which is unworkable or that is too stiff to produce a satisfactory product is to be discarded.
- h. The contractor shall ensure that supervision is available until concrete sets. All defaced concrete must be removed and replaced by the contractor at the expense.
- i. The concrete sidewalk shall have a broomed finish with towelled edges.
- j. For Contraction Joints and Dummy Joints See CCR Dwg SC2 for details.
- k. Supply if necessary, place and compact to 98% S.P.D. a minimum of granular "A".

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on square metre of sidewalk poured.

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. 3 NEW CONCRETE SLAB SIDEWALK

(1.6m wide behind ex.curb)

Spec. O.P.S.S. Form 206,310,311,351,501, 904, 1150, 1305, 1315; O.P.S.D. – 310.040
C.C.R. Drawing, SC-5, SC-6

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

General



- a. Excavate ±200mm of Native Material and disposed the extra material in appropriate site unless noted. Existing top soil may be re-used as fill with the City representative's approval.
- b. Minimum of 150mm granular material will be supplied and placed, Existing concrete mountable curb to be protected

Products

- a. Concrete shall be specified below. Neither fly ash nor slag will be accepted in the mix. Provide to the laboratory the mix design prior to placing any concrete.

Compressive Strength	32 MPA minimum @ 28 days
Coarse Aggregate	19 mm maximum
Water / Cement Ration	0.43 maximum
Slump	70 mm ±20
Air Content	7% ±1.5%

- b. Concrete Mix Design Submission: Form A and B shall be supplied 4 weeks prior to the placement of concrete.
- c. Granular A shall be as per O.P.S.S. 1010
- d. Curing Compound as per O.P.S.S. 1315
- e. Burlap as per O.P.S.S.1305
- f. Expansion joint material bituminous fibre 12mm.
- g. Reinforcing wire mesh 6X6 10/10
- h. Reinforcing steel dowels 15M

Execution

- a. Excavate ±200mm of Native Material behind existing curb. Existing material is to be hauling to an appropriate site determined by the city. Some of existing top soil to be re-used as a fill with the approbation of the city representing.
- b. Place 150mm of granular "A" compacted to 98% SPD under all concrete surfaces and extend 150mm beyond back side of the concrete sidewalk .
- c. Supply, form and place concrete as per Contract Drawings (included in section 5)
- d. Supply, erect and remove all form work, forms shall be set true to the lines; grades as per the existing curb. The forms to be of good condition and cleaned of all foreign material before using.
- e. Depressions at driveways and terminations are to be created. Immediately upon the concrete setting up, it shall be then wetted and kept in wet condition for 72 hours after the pour.
- f. Application of curing compound must meet the requirement of O.P.S.S. 1315 and be applied at a rate of not less than 1 litre per 5 square metre of exposed surface. If the temperature exceeds 25°C, the contractor shall use Burlap wetted as curing agent. The burlap shall be placed on the concrete immediately upon the concrete setting up, it shall be then wetted and kept in a wet condition for 72 hours after pour.
- g. At no time will water or an air entrainment be added to the concrete on site or in transit. Concrete shall not be altered in any way after it leaves the batch plan. Concrete which is unworkable or that is too stiff to produce a satisfactory product is to be discarded.
- h. The contractor shall ensure that supervision is available until concrete sets. All defaced concrete must be removed and replaced by the contractor at the expense.
- i. The concrete sidewalk shall have a broomed finish with towelled edges.
- j. For Contraction Joints and Dummy Joints see CCR Dwg SC2 for details.

Measurement of Payment



Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on square metre of sidewalk poured.

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. 4 INSTALLATION OF INTERLOCKING CONCRETE PAVERS (0.5m wide)

Spec. O.P.S.S. Form 1010, 1002, 355, 501

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

General

- a. Excavate ± 200 mm of Native Material and disposed the extra material in appropriate site unless noted. Existing top soil may be re-used as fill with the City representative's approval.
- b. Supplied and place 150mm of granular "A" compacted to 98% SPD under all interlock surfaces.
- c. Supplied and place bedding sand
- d. The interlocking concrete paves will be supplied by the city.
- e. Installation of interlocking concrete pavers shall be as per OPSS 355

Products

- a. Granular A subbase material according to OPSS 1010
- b. Bedding sand shall meet the requirements of concrete sand according to OPSS 1002.
- c. Joint sand shall be dry and meet the gradation requirement of mortar sand according to OPSS 1004 and the physical requirements according to OPSS 1002.

Execution

- a. Excavate ± 200 mm of Native Material behind existing curb. Existing material is to be hauling to an appropriate site determined by the city. Some of existing top soil to be re-used as a fill with the approbation of the city representing.
- b. Supply and Place 150mm of granular "A" compacted to 98% SPD under all interlocking concrete pavers.
- c. Supply and place bedding sand, the sand shall be placed loose, in uniform layer with sufficient depth to achieve the final compacted thickness of 20 to 30mm. the bedding sand shall be screened in a loose condition and protected against compaction prior to placement of the concrete pavers.
- d. Concrete pavers shall be installed in the same lateral street pattern (Avenue du Parc).
- e. Cutting of the concrete pavers, the use of infill concrete and discontinuities in pattern shall only be allowed along the outer pavement boundaries and adjacent to drains, maintenance holes, edge restraints, and other appurtenances. Where partial concrete pavers are required, they shall be sawcut. No less than one-third of a concrete paver shall be used in pavement subjected to vehicular traffic.
- f. Concrete pavers shall be placed uniformly to achieve normal joint spacing of 2 to 5mm between adjacent concrete pavers and such that all joints are aligned.
- g. After placement, compactive effort shall be applied to the concrete pavers to achieve compaction of the bedding sand and to achieve proper grade. At least three (3) passes of a plate compactor shall be made across the surface of the concrete pavers.

- h. After initial compaction, dry joint sand shall be uniformly spread over the concrete pavers and swept to fill in the joints. At least two (2) passes of a plate compactor shall be applied to the surface while simultaneously sweeping the sand into the joints. Joints shall be completely filled at the completion of compaction. Excess sand shall then be removed from the placement surface by sweeping.
- i. The surface of the concrete pavers is to be such that when tested with a 3m long straightedge paced in any direction on the surface, except across the crown or drainage gutters, the gap between the bottom of the straightedge and the surface of the concrete pavers shall not be greater than 3mm.
- j. All loose concrete pavers that do not meet the surface tolerance shall be removed and reinstalled.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on square metre of concrete pavers placed.

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. 5 NEW CONCRETE BARRIER CURB

Spec. O.P.S.S. Form 353, 1315 and 1350;

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

General

- a. Supply, form and place concrete curb as per the Contract Drawings.
- b. Minimum of 150mm granular “A” material will be supplied and placed,

Products

- a. Concrete shall be specified below. Neither fly ash nor slag will be accepted in the mix. Provide to the laboratory the mix design prior to placing any concrete.

Compressive Strength	32 MPA minimum @ 28 days
Coarse Aggregate	19 mm maximum
Water / Cement Ration	0.43 maximum
Slump	70 mm ±20*
Air Content	7% ±1.5%
* For the curb machine, Slump shall be 35 mm ± 10mm	

- b. Concrete Mix Design Submission: Form A and B shall be supplied 4 weeks prior to the placement of concrete.
- c. Granular A shall be as per O.P.S.S. 1010
- d. Curing Compound as per O.P.S.S. 1315
- e. Burlap as per O.P.S.S.1305
- f. Expansion joint material bituminous fibre 12mm.
- g. Reinforcing steel dowels 15M

Execution

- a. Place 150mm of granular “A” compacted to 98% SPD under all concrete surfaces and extend 150mm beyond back side of the concrete curb and including the backfill.
- b. Supply, form and place concrete as per Contract Drawings (included in section 5)



- c. Supply, erect and remove all form work, forms shall be set true to the lines; grades as per the existing curb. The forms to be of good condition and cleaned of all foreign material before using.
- d. Immediately upon the concrete setting up, it shall be then wetted and kept in wet condition for 72 hours after the pour.
- e. Application of curing compound must meet the requirement of O.P.S.S. 1315 and be applied at a rate of not less than 1 litre per 5 square metre of exposed surface. If the temperature exceeds 25°C, the contractor shall use Burlap wetted as curing agent. The burlap shall be placed on the concrete immediately upon the concrete setting up, it shall be then wetted and kept in a wet condition for 72 hours after pour.
- f. At no time will water or an air entrainment be added to the concrete on site or in transit. Concrete shall not be altered in any way after it leaves the batch plant. Concrete which is unworkable or that is too stiff to produce a satisfactory product is to be discarded.
- g. Sawcut existing concrete and installed dowels in order to tie into existing curbs and gutters.
- h. Curb placed by curb machine must have construction joints cut within 8 hours of placing.
- i. Construct depressed curbs at driveways and sidewalk ramps.
- j. The contractor shall ensure that supervision is available until concrete sets. All defaced concrete must be removed and replaced by the contractor at the expense.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on lineal metre of curb placed.

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. 6 REMOVAL OF EXISTING CONCRETE SIDEWALK

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

General

- a. Remove and dispose of all concrete sidewalks as indicated on the contract Drawings. Products

Execution

- a. Sawcut existing concrete to facilitate removal without damaging adjacent portion of sidewalk, as indicated on drawings or as directed on site by the city representative. Provide required excavation for placement of concrete and granulars.
- b. Remove concrete sidewalk (all types, including monolithic, curb and sidewalk) Existing material shall be haul to an appropriate site.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on square metre of sidewalk removed.

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. 7 REMOVAL OF EXISTING CONCRETE CURB



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

General

- a. Remove and dispose of all existing curb as indicated on the contract Drawings. Products or as directed on site by the city representative.

Execution

- a. Sawcut existing concrete to facilitate removal without damaging adjacent portion of sidewalk, as indicated on drawings or as directed on site by the city representative.. Provide required excavation for placement of concrete and granular.
- b. Remove concrete curb (all types) Existing material shall be haul to an appropriate site.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on lineal metre of curb removed.

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. 8 REMOVAL OF EXISTING ASPHALT

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

General

- a. Remove and dispose of all existing asphalt as indicated on the contract Drawings. Products or as directed on site by the city representative.

Execution

- a. Sawcut existing concrete to facilitate removal without damaging adjacent portion of sidewalk, as indicated on drawings or as directed on site by the city representative. Provide required excavation for placement of concrete and granulars.
- b. Remove concrete sidewalk (all types, including monolithic, curb and sidewalk) Existing material shall be haul to an appropriate site.
- c. Dovetail joints are required at all tie-ins

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on square metre of sidewalk removed.

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. 9 NEW ASPHALT HL3

Spec. O.P.S.S. Form 310, 311, 501, 1150;

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

General

- a. Supply, mix and place HL-3 asphalt ($\pm 125\text{mm}$) as indicated in the Contract Drawings.
- b. Reconstruction/reinstatement of the roadway granular layers (300mm granular A) is

included under these items and the fine grading of the granular road base is included.

Products

- a. HL3 Asphalt as per O.P.S.S. 1150
- b. AC- PG 58-34

Execution

- a. Supply all labour and equipment necessary to fine grade 300mm of granular "A" compacted to 98% SPD under all asphalt surfaces and otherwise prepare the granular road base to accept asphalt.
- b. Sawcut the existing asphalt at the location specified by the city representative using mechanical means to produce a clean, straight edge.
- c. The contractor shall provide City with asphalt mix with RAP material in accordance with O.P.S.S. 310.
- d. All vertical surfaces, including asphalt sawcut, curb faces, which are to be covered with hot mix asphalt, must be tack coated with an asphalt emulsion. All surfaces to be coated shall be thoroughly cleaned of any loose material.
- e. Dovetail joints are required at all tie-ins include longitudinal tie-ins. The contractor shall cut back the existing surface coarse asphalt a minimum of 35mm in depth by 300mm and strip out existing asphalt from this cut. This may be accomplished by means of suitable mechanical sawing equipment and excavation with backhoe or loader, cold road planning equipment, or heating surface layer with equipment specially manufactured for the purpose of raking pout hot asphalt. In any case, a sharp, clean, perfect edge in straight alignment must be made. After excavating, THE Contractor must clean this area of all loose material and coat with an asphalt emulsion tack coat material, making sure to coat the face of each perpendicular.
- f. Asphalt shall be placed in 60mm lift and compacted to 96% Marshall Density.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on in square metres asphalt placed.

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. 10 Adjust Existing Catch Basin Frame and Cover

(OPSD 400.020 type)

Spec. O.P.S.S. Form 402, 407, 516, 517 and 518

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

General

- a. Remove the existing frame and cover
- b. Adjust the existing precast catchbasins riser sections (± 950 mm)
- c. Existing asphalt road as to be restoration to match the new curb elevation.

Execution

- a. Sawcut existing asphalt to facilitate removal without damaging adjacent portion of existing street, as directed on site by the city representative.
- b. Provide required excavation for adjustment of existing concrete riser section and granular A.
- c. Remove the existing frame and cover.

- d. Excavate and dispose of materials of all types and descriptions including rock, cobbles, soil, boulder, and concrete.
- e. Adjust (realign) the existing precast catchbasins riser sections ($\pm 950\text{mm}$).
- f. Seal all joints and lift holes with polyurethane grout.
- g. Re-place catchbasin frames and cover with adjustment units.
- h. Supply, place, and compact Granular "A" around the structure and compact to 95% SPD.
- i. Place 150mm of granular "A" compacted to 98% SPD under all asphalt surfaces. and extends 150mm beyond back side of the concrete.
- j. Asphalt shall be placed in 60mm maximum lifts to match the existing asphalt thickness and compacted.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on each structure. All new asphalt work to be pay under item 9.

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. 11 SUPPLY AND INSTALL STORM MANHOLE Frame and Cover

(OPSD 401.010 Type A)

Spec. O.P.S.S. Form 402, 407, 516, 517 and 518

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

General

- a. Remove and dispose the existing frame and cover (all existing cast iron material shall be delivery to the Municipal Garage in Clarence-Creek)
- b. Remove and dispose the existing precast catchbasins riser sections ($\pm 750\text{mm}$)
- c. Supply and install a new precast catchbasin riser (600 \emptyset)
- d. Supply and install a Catch Basin Frame and cover

Products

Frame and cover to be ductile iron M-Con OPSD 410.010 Type A or equivalent.

Execution

- a. Remove and dispose the existing frame and cover.
- b. Excavate materials of all types and descriptions including rock, cobbles, soil, boulder, and concrete.
- c. Remove and dispose the existing precast catchbasins riser sections
- d. Supply and install a new precast catchbasin riser (600 \emptyset) ($\pm 1450\text{mm}$).
- e. Seal all joints and lift holes with polyurethane grout.
- f. Supply and place Maintenance Hole frames and cover with adjustment units.
- g. Supply, place, and compact Granular "A" around the structure and compact to 95% SPD.
- h. The final top of grade to match the proposed concrete sidewalk.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on each structure.

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. 11 SUPPLY AND INSTALL CATCHBASIN STRUCTURE

(600 X 600 c/w Frame and cover)

Spec. O.P.S.S. Form 407, 516, 517 and 518

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

General

- a. Supply and install Catchbasin with frames and covers as per Contract Drawings.
- b. Connect 200Ø PVC sewer pipes to the Catchbasin.

Products

- a. Precast 600mm X 600mm catchbasins as per OPSD 705.010. Catchbasins shall have knockouts to allow for 150mmØ weeping tile connections.
- b. Frame and grate as per OSSD 400.020 flat grate Ductile Iron.
- c. Waterproof exterior joints below grade with Mel-Roc waterproofing complete with primer or approved equivalent.
- d. Granular – Bedding, Surround and Cover:
- e. Granular A as per OPSS 1010.
- f. 150Ø Perforated Pipe,

Plastic	Polyethylene and polyvinyl chloride
Geotextile	Class II non-Woven Geotextile As per O.P.S.S 1860
Surround & Cover	19 mm Clear stone as per O.P.S.S 1004.05.02

Execution

- a. Excavate and dispose of materials of all types and descriptions including rock, cobbles, soil, boulder, and concrete.
- b. Control the water flow from all sources.
- c. Supply, place, and compact Granular “A” from a minimum of 200mm below the underside of the structure to 300mm above the inlet pipe. Supply, place and compact to 95% SPD backfill material from the granular cover material to the subgrade elevation.
- d. Connect all pipes to the manhole using approved supplier gaskets.
- e. Carry Out all concrete work, seal all joints and lift holes.
- f. Supply and place two – 3m length of 150Ø perforated pipe complete with knitted polyester filter sock on each side of the catchbasins.
- g. Supply, place and compact select subgrade backfill material, compacted to 95% SPD.
- h. Supply and place pre-cast catchbasins adjustments units and catchbasin frames and grates.
- i. All adjustment rings must be sealed on the outside with hydraulic cement.
- j. The frame and grate must be adjusted to the final grade with a maximum 3 X 50mm grade rings.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on each structure

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work. 2 X 3m 150Ø perforated pipe it's include in this item at no additional cost.



ITEM NO. 13 SUPPLY AND INSTALL 200Ø PVC STORM SEWER

(Labonte Rd.)

Spec. O.P.S.S. Form 409, 410, 450, 507, 514, 517 and 518

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

General

Supply and install a 200mmØ PVC SDR 35 storm pipe to CSA B 182.2

- Connect to the existing storm manhole.

Products

200mmØ PVC SDR 35 pipe to CSA B 182.2

Lateral.

Execution

- a. Excavate and dispose of materials of all types and descriptions including rock, cobbles, soil, boulder, and concrete.
- b. Control the water flow from all sources.

- c. Supply, place, and compact at 95% SPD 150mm of Granular “A” bedding. Surround shall be compacted to 95% SPD. Cover material shall be place to 300mm above pipe obvert and compacted to 100% Standard Proctor Density (SPD) Granular materials shall be placed in 200mm (maximum) lifts. Supply and place granular “A” material and compact to 95% SPD.
- d. Connect HDPE pipes to the manholes using approved supplier gaskets.
- e. Connect new pipes to existing concrete catchbasin by coring new opening into the existing catchbasin at 75mm above the existing outlet invert. Use a resilient connector, the connection must be watertight.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on lineal metre of pipes 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. 14 SUPPLY AND INSTALL 200Ø PERFORATED PIPE

Spec. O.P.S.S. Form 405, 1004

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

General

- a. Supply and install perforated flexible single wall pipe with geotextile sock.
- b. Wrapped trench with geotextile and 19mm clear stone backfill
- c. Supply and install a HPDE clean-out c/w metal cap
- d. connect to the existing catchbasin

Products

Plastic	Polyethylene and polyvinyl chloride
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Geotextile	Class II non-Woven Geotextile As per O.P.S.S 1860
Surround & Cover	19 mm Clear stone as per O.P.S.S 1004.05.02

Execution

- a. Excavate and dispose of materials of all types and descriptions including rock, cobbles, soil, boulder, and concrete.
- b. Control the water flow from all sources.
- c. Supply and place geotextile in the trench, overlap minimum 300mm on the top of the trench.
- d. Supply and placed 19mm clear stone, minimum of 50mm bedding below the subdrain.
- e. Supply and install 200Ø perforated drain, connect to the existing Catchbasin, use a resilient connector, the connection must be watertight.
- f. Supply and installed reducer 200Ø to 150Ø.
- g. Supply and install a HPDE clean-out (“T” type) c/w metal cap.
- h. Longitudinal subdrain pipe shall be installed parallel to the grade of the ditch or gutter.
- i. The last metre of subdrain pipe outletting to catchbasin to be non-perforated.
- j. See section B on the drawing P-02 for the trench location and dimension.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on lineal metre of subdrain 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. 15 SUPPLY AND INSTALL 150Ø PERFORATED PIPE

Spec. O.P.S.S. Form 405, 1004

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

General

- a. Supply and install perforated flexible single wall pipe with geotextile sock.
- b. Wrapped trench with geotextile and 19mm clear stone backfill.
- c. Connect to the existing subdrain and to the proposed 200Ø subdrain.

Products

Plastic	Polyethylene and polyvinyl chloride
Geotextile	Class II non-Woven Geotextile As per O.P.S.S 1860
Surround & Cover	19 mm Clear stone as per O.P.S.S 1004.05.02

Execution

- a. Excavate and dispose of materials of all types and descriptions including rock, cobbles, soil, boulder, and concrete.
- b. Control the water flow from all sources.
- c. Supply and place geotextile in the trench, overlap minimum 300mm on the top of the trench.
- d. Supply and placed 19mm clear stone, minimum of 50mm bedding below the subdrain.
- e. Supply and install 150Ø perforated drain, connect to the existing subdrain, and connect to

- the proposed 200Ø subdrain.
- f. Longitudinal subdrain pipe shall be installed parallel to the grade of the ditch or gutter.
- g. See section A on the drawing P-02 for the trench location and dimension.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on lineal metre of subdrain 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. 16 SUPPLY AND INSTALL FRAME AND COVER MANHOLE EX. 450Ø HDPE

Spec. O.P.S.S. Form 402, 407, 516, 517 and 518

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

General

- a. Supply and install a High Density Polyethylene 450Ø manhole extension completed with frames and covers as per Contract Drawings.
- b. Connect HDPE storm pipe (±500mm) to the existing manhole.

Products

HDPE	Corrugated pipe with Smooth interior wall. 320 kpa
Cast Iron	Frame and closed cover (as per supplier specification)
Bedding	Granular A as per O.P.S.S. 1010
Surround & Cover	Granular a as per O.P.S.S. 1010

Execution

- a. Excavate and dispose of materials of all types and descriptions including rock, cobbles, soil, boulder, and concrete.
- b. Control the water flow from all sources.
- c. Supply, place, and compact Granular “A” from a minimum of 300mm of the structure to 300mm. The granular shall be compacted to 98% SPD. Supply, place and compact to 95% SPD backfill material from the granular cover material to the subgrade elevation.
- d. Connect all HDPE pipes to the manhole using approved supplier watertight bell.
- e. Supply, place and compact select subgrade backfill material, compacted to 95% SPD.
- f. The manhole must be adjusted to the final concrete sidewalk grade.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on each structure

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. 17 TOPSOIL AND SOD



Spec. O.P.S.S. Form 802, 803

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

General

Supply and place topsoil and sod on all disturbed areas and areas determined by the city to be within the contract limits.

Products

- a. Topsoil shall be screened and free of stones and clods over 50mm in greatest dimension. Topsoil shall be as per OPSS 802 and shall be screened.
- b. Sod shall be a Commercial Grade Turf grass Nursery as per O.P.S.S. 803

Execution

- a. Topsoil shall be placed to a minimum thickness of 100 mm in all areas outlined on contract drawings and determined on site by the city. Topsoil shall be free of stones and clods over 50 mm in greatest dimension. Topsoil shall be placed in accordance to the typical drawings. Topsoil shall be compacted prior to the placement of the sod.
- b. Excavation, swale shaping and Native backfill material it`s include in this item.
- c. The sod shall be Commercial Grade Turf grass Nursery. Placement of sod, as per O.P.S.S. 803.
- d. Fertilizer shall be uniformly applied to all surfaces which are to be sodded at a rate of 5kg of fertilizer per 100 m² of surface area, and shall be incorporated into surfaces by raking, disking or harrowing. Fertilizer shall be applied not more than 48 hours before sod is placed. Fertilizer is to be applied again the following spring to all sodded areas.
- e. Supply and place nursery sod at location specified by the City representative.
- f. Sod must be properly keyed into existing grass as directed by the City representative and shall be laid closely knit together in such a manner that no open joints are visible or pieces are overlapping.
- g. Roll sod after placing, and water sod as required for at least thirty (30) days after placing of the new sod.
- h. Topsoil and sod are to be used in all areas unless otherwise stated or as directed be the City representative.

Measurement of Payment

Measurement of the area shall be in square metres for the items specified

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. 18 GEOTEXTILES

Spec. O.P.S.S. Form 1860

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

General

- a. Supply and place geotextile if necessary as indicated on by the city representative.



Products

Geotextile: Class II Non-Woven Geotextile,

Execution

- a. Supply and place a Class II non-Woven Geotextile the soft clay.
- b. Geotextile material shall be overlapped a minimum of 450 mm.

Measurement of Payment

Measurement of the area shall be in square metres of geotextile placed.

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. 19 SUPPLY AND PLACE GRANULAR “A” SIDEWALK SUB-FOUNDATION

Spec. O.P.S.S. Form 102, 206, 314, 501, 503, 1010;

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

General

- a. Supply and place granular “A” Sub-foundation compacted to 98% SPD if necessary as indicated on by the city representative.

Products

- a. Granular A shall be as per O.P.S.S. 1010

Execution

- a. Supply and place granular “A” Sub-foundation compacted to 98% SPD

Measurement of Payment

Measurement of the area shall be in metric ton of granular “A” placed and compacted.

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. 20 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 reinstall 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 Manual (Latest Edition).
- b. At the completion of the construction, all signs shall be reinstalled 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. B2 RECONSTRUCTION OF CONCRETE CURB AND GUTTER

Spec. O.P.S.S. Form 353, 1315 and 1350;

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

General

- a. Sawcut existing concrete and existing asphalt
- b. Remove and dispose of all existing concrete Curb as indicated by the city representative.
- c. Minimum of 150mm granular "A" material will be supplied and placed
 - a. Supply, form and place concrete
 - b. Existing asphalt road as to be restoration to match the new sidewalk.

Products

- b. Concrete shall be specified below. Neither fly ash nor slag will be accepted in the mix. Provide to the laboratory the mix design prior to placing any concrete.

Compressive Strength	32 MPA minimum @ 28 days
Coarse Aggregate	19 mm maximum
Water / Cement Ration	0.43 maximum
Slump	70 mm ±20*
Air Content	7% ±1.5%
* For the curb machine, Slump shall be 35 mm ± 10mm	

- c. Concrete Mix Design Submission: Form A and B shall be supplied 4 weeks prior to the placement of concrete.
 - a. Granular A shall be as per O.P.S.S. 1010
 - b. Curing Compound as per O.P.S.S. 1315
 - c. Burlap as per O.P.S.S.1305
 - d. Expansion joint material bituminous fibre 12mm.
 - e. Reinforcing steel dowels 15M

Execution

- a. Place 150mm of granular "A" compacted to 98% SPD under all concrete surfaces and extend 150mm beyond back side of the concrete sidewalk and to the existing road base (±0.6m).
- b. Supply, form and place concrete
- c. Supply, erect and remove all form work, forms shall be set true to the lines; grades as per the existing curb. The forms to be of good condition and cleaned of all foreign material before using.
- d. Immediately upon the concrete setting up, it shall be then wetted and kept in wet condition for 72 hours after the pour.



- e. Application of curing compound must meet the requirement of O.P.S.S. 1315 and be applied at a rate of not less than 1 litre per 5 square metre of exposed surface. If the temperature exceeds 25°C, the contractor shall use Burlap wetted as curing agent. The burlap shall be placed on the concrete immediately upon the concrete setting up, it shall be then wetted and kept in a wet condition for 72 hours after pour.
- f. At no time will water or an air entrainment be added to the concrete on site or in transit. Concrete shall not be altered in any way after it leaves the batch plant. Concrete which is unworkable or that is too stiff to produce a satisfactory product is to be discarded.
- g. Sawcut concrete and installed dowels in order to tie into existing curbs and gutters.
- h. Curb placed by curb machine must have construction joints cut within 8 hours of placing.
- i. Construct depressed curbs at driveways and sidewalk ramps.
- j. The contractor shall ensure that supervision is available until concrete sets. All defaced concrete must be removed and replaced by the contractor at the expense.

Measurement of Payment

Measurement is by the plan quality plus the restatement and may be revised by adjusted plan quality. Measurement shall be based on lineal metre of curb and gutter placed.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work. The first 1m of asphalt in the road, 1.5m of driveway and 1.5m of grass restoration includes in the unit price. Granular “A” and HL 3, concrete sidewalk, asphalt and concrete removal, rebar are to be included in the price by lineal metre of concrete curb replacement at no additional cost.

ITEM NO. B3-C2 RECONSTRUCTION OF EXISTING CONCRETE SIDEWALK

Spec. O.P.S.S. Form 206,310,311,351,501, 904, 1150, 1305, 1315; O.P.S.D. – 310.040
C.C.R. Drawing SC-2, SC-5, SC-6

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

General

- d. Sawcut existing concrete and existing asphalt
- e. Remove and dispose of all existing concrete sidewalks as indicated by the city representative.
- c. Supply, form and place concrete
- d. Existing asphalt road as to be restoration to match the new sidewalk.

Products

- a. Concrete shall be specified below. Neither fly ash nor slag will be accepted in the mix. Provide to the laboratory the mix design prior to placing any concrete.

Compressive Strength	32 MPA minimum @ 28 days
Coarse Aggregate	19 mm maximum
Water / Cement Ration	0.43 maximum
Slump	70 mm
Air Content	7% ±1.5%

- b. Concrete Mix Design Submission: Form A and B shall be supplied 4 weeks prior to the placement of concrete.
- c. Granular A shall be as per O.P.S.S. 1010
- d. Curing Compound as per O.P.S.S. 1315



- e. Burlap as per O.P.S.S.1305
- f. Expansion joint material bituminous fibre 12mm.
- g. Reinforcing rebar and reinforcing wire mesh
- h. HI-3 Asphalt as per O.P.S.S. 1150
- i. AC – PG 58-3

Execution

- a. Sawcut existing concrete to facilitate removal without damaging adjacent portion of sidewalk, as directed on site by the city representative. Provide required excavation for placement of concrete and granulars.
- b. Remove concrete sidewalk (all types, including monolithic, curb and sidewalk) Existing material shall be haul to an appropriate site.
- c. If necessary Sawcut existing asphalt in the road or the driveway, remove existing asphalt and all existing material shall be haul to an appropriate site.
- d. Place 150mm of granular “A” compacted to 98% SPD under all concrete surfaces and extends 150mm beyond back side of the concrete.
- e. Supply 15M dowel drill in to tie-in existing concrete sidewalk and install a minimum of 4 dowels at each ti-in end.
- f. Supply, form and place concrete.
- g. Supply, erect and remove all form work, forms shall be set true to the lines; grades specified in the contract Documents. The forms to be of good condition and cleaned of all foreign material before using.
- h. Depressions at driveways and terminations are to be created. Immediately upon the concrete setting up, it shall be then wetted and kept in wet condition for 72 hours after the pour.
- i. Application of curing compound must meet the requirement of O.P.S.S. 1315 and be applied at a rate of not less than 1 litre per 5 square metre of exposed surface. If the temperature exceeds 25°C, the contractor shall use Burlap wetted as curing agent. The burlap shall be placed on the concrete immediately upon the concrete setting up, it shall be then wetted and kept in a wet condition for 72 hours after pour.
- j. At no time will water or an air entrainment be added to the concrete on site or in transit. Concrete shall not be altered in any way after it leaves the batch plant. Concrete which is unworkable or that is too stiff to produce a satisfactory product is to be discarded.
- k. The contractor shall ensure that supervision is available until concrete sets. All defaced concrete must be removed and replaced by the contractor at the expense.
- l. The concrete sidewalk shall have a broomed finish with towelled edges.
- m. For Contraction Joints and Dummy Joints See CCR Dwg SC2 for details.
- n. Supply all labour and equipment necessary to fine grade, compact and otherwise prepare the granular road base to accept asphalt.
- o. The contractor shall provide the city with asphalt mix design, as per O.P.S.S. 310, prior to placing any asphalt. The contractor may supplement the asphalt mix with RAP material in accordance with O.P.S.S. 310.
- p. All vertical surfaces, including sidewalk face and existing asphalt saw cut, with are to be covered with hot mix asphalt, must be tack coated with an asphalt emulsion. All surfaces to be tack coated shall be thoroughly cleaned of any loose material.
- q. Asphalt shall be placed in 50mm maximum lifts to match the existing asphalt thickness and compacted.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on square metre of sidewalk poured. The first 1m of asphalt in the road, 1.5m of driveway and 1.5m of grass restoration includes in the unit price. Granular “A” and HL 3, concrete sidewalk, asphalt and concrete removal, rebar and wire mesh are to be included in the price by square metre of concrete sidewalk replacement at no additional cost.

Basis for Payment

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



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-2017-017</u>
Bid Description:	<u>Construction and repair sidewalk</u>
Closing Date:	<u>July 20, 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.

Section A – Labonte road and Simoneau street

Section B – Sidewalk Repair in town of Rockland

Section C – Sidewalk Repair at 1694 Landry Rd. (Provisional)

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Traffic Control as per Ontario Traffic Manuel Book 7	L.S.	\$	\$
2	Monolithic Concrete Sidewalk	55 m ²	\$	\$
3	Concrete Slab Sidewalk 1.6m wide	210 m ²	\$	\$
4	Installation of Interlocking Concrete Pavers	10 m ²	\$	\$
5	New Concrete Barrier Curb	73 m	\$	\$
6	Removal of Existing Concrete Sidewalk c/w saw cut	15 m ²	\$	\$
7	Removal of Existing Concrete Curb c/w saw cut	50 m	\$	\$
8	Removal of Existing Asphalt c/w saw cut	60 m	\$	\$
9	New Asphalt HL3	90 m ²	\$	\$
10	Ajust CB Frame and Cover on existing Concrete CB structure	1 Unit	\$	\$
11	Supply and Install Manhole Frame and Cover on existing Concrete CB structure and extend the structure. (Simoneau St.)	1 Unit	\$	\$
12	Supply and Install new Concrete 600X600 CB structure c/w Frame and Cover	1 Unit	\$	\$
13	Supply and Install 200Ø PVC SDR 35 Storm pipe	12 m	\$	\$
14	Supply and Install 200Ø Perforated pipe Subdrain c/w clear stone and sock and clean out	5 m	\$	\$
15	Supply and Install 150Ø Perforated pipe Subdrain c/w clear stone and sock	45 m	\$	\$
16	Supply and Install Manhole Frame and Cover and extend the existing 450Ø HDPE vertical pipe. (Labonte St.)	1 Unit	\$	\$
17	Top Soil and Sod	430 m ²	\$	\$
18	Geotextiles	30 m ²	\$	\$
19	Supply and place Granular "A" for Sidewalk Sub-Foundation	35 MT	\$	\$
20	Removal and Reinstall existing road traffic	2 Unit	\$	\$
TOTAL SECTION A			\$	

Section B – Sidewalks Repair

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
B1	Traffic Control as per Ontario Traffic Manual Book 7	L.S.	\$	\$
B2	Re-Construction of Concrete Curb and Gutter	50 m	\$	\$
B3	Re-Construction of Existing Sidewalk	165 m ²	\$	\$
TOTAL SECTION B			\$	

Section C – Sidewalk Repair at 1694 Landry Road along Labonte Road

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
C1	Traffic Control as per Ontario Traffic Manual Book 7 Provisional	L.S.	\$	\$
C2	Re-Construction of Existing Sidewalk Provisional	10 m ²	\$	\$
TOTAL SECTION C			\$	

Total Section A			\$	
Total Section B			\$	
Total Section C			\$	
(Transfer to page 33, Bid Submission form)			GRAND 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-2017-017

DESCRIPTION: Fencing Landfill

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-2017-017 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

