



THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

Tender Number

F18-INF-2018-017

Pathways Alphonse Carriere Park (Hammond)

Bernard Valiquette Park (Bourget)

Jules Saumure Park (Clarence-Creek)

Request for Tenders Issued On: 24-APR-2018

Tender Submission Deadline: 2:00:00pm on 15-MAY-2018 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



TABLE OF CONTENTS

COMMUNICATIONS	5
	6
SECTION 1.0 INSTRUCTIONS TO BIDDERS	6
1. ELIGIBILITY TO PARTICIPATE	6
2. GENERAL	6
3. TENDER TIMELINE	6
4. SUBMISSION OF BID	6
5. BID DEPOSIT	7
6. AGREEMENT TO BOND	7
7. PERFORMANCE SECURITY	7
8. GENERAL DESCRIPTION	7
9. SCHEDULED OR (MANDATORY) MEETING:	7
10. LATE BIDS	8
11. OPENING OF BIDS	8
12. WITHDRAWAL OF BIDS	8
13. ADDENDUM / ADDENDA	8
14. REJECTION OF BIDS	9
15. BID IRREGULARITIES	9
16. BIDS IRREVOCABLE	10
17. BID SUBMISSION FORM	10
18. PRICING	10
19. INCIDENTAL ITEMS	11
20. UNBALANCED SUBMISSION AND DISCREPANCIES	12
21. AWARD	12
22. EVALUATION OF BIDS	13
23. VERIFICATION OF SAFETY PERFORMANCE	13
24. BIDDER PROFILE	13
25. REQUIREMENTS UPON ACCEPTANCE	14
26. BIDDERS INVOLVED IN LITIGATION WITH THE CITY OF CLARENCE-ROCKLAND	14
27. TRAINING REQUIRED ABOUT ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES	15
28. NEGOTIATION (PRE CONTRACT AWARD)	15
29. CHARACTER OF WORKERS	15
30. CONTRACT CANCELLATION	15
31. PUBLIC RELATIONS	15
SECTION 2.0 STANDARD TERMS & CONDITIONS	17
SECTION 3.0 GENERAL REQUIREMENTS	19
1. CITY NOT BOUND	19
2. ERRORS AND OMISSIONS/ MATHEMATICAL ERRORS (UNIT PRICES PREVAIL)	19
3. OWNERSHIP OF SUBMISSION MATERIAL	19
4. INCURRED COST	19
5. TAXES AND DUTY	19
6. NON-RESIDENTS	20
7. GOVERNING LAW	20
8. COPYRIGHT	20
9. ABILITY AND EXPERIENCE OF BIDDERS	20

10. FREEDOM OF INFORMATION	20
11. WORKPLACE SAFETY AND INSURANCE BOARD	21
12. INSURANCE/INDEMNIFICATION	21
13. INSURANCE CLAIMS	22
14. DEFAULT	23
15. TERMINATION	23
16. SUSPENSION OF BIDDERS	23
17. SKID AND DRUM DEPOSITS	24
18. INSPECTION	24
19. REJECTION	24
20. VENDOR RESPONSIBILITIES	24
21. SUPPLIER'S CONDUCT AND CONFLICTS OF INTEREST	24
22. OCCUPATIONAL HEALTH AND SAFETY ACT (OHS) REQUIREMENTS	25
23. TOXIC AND HAZARDOUS SUBSTANCES	27
24. LICENCES AND PERMITS	27
25. EVIDENCE OF QUALITY	27
26. LABOUR DISPUTES	27
27. GUARANTEED MAINTENANCE AND WARRANTY	27
28. EXISTING SERVICES	28
29. INSPECTION AND CONTROL OF SITE	28
30. PROVISIONS FOR TRAFFIC CONTROL (ONTARIO TRAFFIC MANUAL BOOK 7)	28
31. EMERGENCY AND MAINTENANCE	29
32. ENVIRONMENTAL SUSTAINABILITY	29
33. SPECIALIZED EQUIPMENT	29
34. TREPASS	30
35. REPLACEMENT OF PRIVATE DRIVEWAY BY RESIDENT	30
36. COOPERATION WITH OTHER UTILITIES	30
37. OPERATION OF WATER VALVES	31
38. MAINTENANCE OF STORM DRAINS	31
39. MAINTENANCE OF FLOW	31
40. PROTECTION OF DOWN STREAM SEWERS	31
41. MAINTENANCE OF EXISTING ROADS	32
42. VEHICLE AND EQUIPMENT ACCESS	32
43. PEDISTRIAN ACCESS	32
44. PRIVATE DRIVEWAY ACCESS	32
45. GARBAGE ACCESS	32
46. SCALE TICKETS	33
47. DUST CONTROL	33
48. COMPLETION DATE – LIQUIDATED DAMAGES	33
49. EXTENSION AND ESCALATION	34
50. CONSTRUCTION SCHEDULE	35
51. TREES AND SHRUBS	35
52. VENDOR PERFORMANCE MANAGEMENT - CONTRACTOR EVALUATION	35
53. CONTRACT AND VENDOR REQUIREMENTS	37
54. INVOICE REQUIREMENTS	37
55. PAYMENT TERMS	37
SECTION 5.0 GENERAL/SUPPLEMENTARY CONDITIONS	39
OPSS MUNI 100 GENERAL CONDITIONS AND	39
OPSS MUNI 180 GENERAL CONDITIONS	39
SUPPLEMENTARY CONDITIONS TO OPSS MUNI 100	39
1.0 GENERAL CONDITIONS	39
GC 3.05 LAYOUT	39
SUPPLEMENTARY CONDITIONS TO OPSS MUNI 180	43



SECTION 5.0 SPECIFICATIONS..... 44
 ENVIRONMENTAL SUSTAINABILITY44
SECTION 4.0 SPECIFICATIONS..... 45
SECTION 6.0 SPECIAL PROVISIONS 49
SECTION 7.0 BID SUBMISSION FORMS 50
 PRICING SCHEDULE.....53
 PROVISIONAL ITEMS AND QUANTITIES54
 LIST OF SUB-CONTRACTORS55
 KEY PERSONNEL.....56
 BIDDER'S EXPERIENCE IN SIMILAR WORK.....57
 APPENDIX A – ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING ACKNOWLEDGEMENT FORM58
 APPENDIX B – NOTICE OF “NO BID”59
APPENDIX D – AGREEMENT TO BOND 60
 APPENDIX E – COURTESY LABEL61



COMMUNICATIONS

All questions related to this Tender, or for clarification on completing the Bid Submission Form, are to be directed in writing to:

Single Point of Contact:

E-mail: apayer@clarence-rockland.com

All questions relating to this Request for Tender or any clarification with respect to this Tender should be made in writing as per the tender time. We cannot guarantee a response to any questions received after this deadline. The City reserves the right to extend the closing deadline if required.

Written answers or clarifications to issues of substance shall be shared with all Bidders and will be issued as part of the Tender Documents in the form of an Addendum. Replies in any other manner will not be legally binding. All Addenda must be acknowledged on the Bid Submission Form.

No verbal communications shall modify the terms, conditions, or specifications, unless they are confirmed in writing to all potential bidders by the City of Clarence-Rockland Procurement Services in the form of an addendum.

Should a Bidder find omissions from or discrepancies in any of the Tender documents, unnecessary restrictions in the specifications, or should he/she be in doubt as to the meaning of any part of this document, he/she should notify the contact named above in writing prior to submitting a bid. An addendum will be issued if it is determined that a correction, explanation or interpretation is necessary or desirable.

The Tender and addenda will also be posted on the City of Clarence-Rockland Web site at www.Clarence-Rockland.com.

If Bidders fail to report any discrepancies, errors or omissions to the Buyer as specified, Bidders will be deemed to have accepted all such specifications as being accurate, and the City will not approve any alternatives or extra charges subsequent to acceptance of the bid. Therefore, Bidders are encouraged to review the document in full before the deadline for questions.



1. ELIGIBILITY TO PARTICIPATE

Open competition.

2. GENERAL

This RFT process is being undertaken in accordance with the City’s Purchasing By-law.

By submitting a bid, the bidder has accepted an offer by the City to enter into a "bid contract" for evaluation of bids and the award of the contract, if an award is made. The Bidder acknowledges that the terms of the "bid contract" are represented by the RFT Documents (hereinafter defined).

3. TENDER TIMELINE

Event	Anticipated Date
Request for Tender issued	24-APR-2018
Meeting/Job Showing	Contractors to visit site at their own discretion.
Last Day for submitting e-mail inquiries	08-MAY-2018
Tenders due from firms	15-MAY-2018 2:00 pm
Evaluations	May 2018

4. SUBMISSION OF BID

Tenders should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Tender and any of the copies, the original shall prevail.

Bids received after the deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened and returned to the bidder. Fax or electronic (email) submissions will not be accepted.

Sealed Bids, one original and one copy, in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to City Hall, 1560 rue Laurier, Client Service Center, Rockland, Ontario, no later than 2:00 p.m. Local Time on 15-May-2018.

Bidders are required to submit the following with their Bid:

Bid Submission Forms, pages 50 to 60 must be submitted including all information as applicable to this contract.

- Bid Submission Form
- Pricing Schedule
- List of Subcontractors
- Key personnel
- Bidder's Experience In Similar Work
- Agreement to Bond

Proposals should be submitted in accordance with the instructions set out in this RFP.



Bids that are not originals, are unsigned, improperly signed, un-initialed, incomplete, conditional, qualified or illegible, may be declared non-compliant.

5. 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 (120) 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.

6. AGREEMENT TO BOND

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

7. PERFORMANCE SECURITY

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.

- The cost of all bonds shall be included in the Bid Price.

The accepted Bidder shall submit to the Owner the required Performance Bond immediately upon receiving notification of acceptance of its Bid from the Owner.

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

8. GENERAL DESCRIPTION

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

Construct pathways at 3 parks below:

- 1. Alphonse Carriere Park, 154 Gendron, Hammond, ON**
- 2. Bernard Valiquette Park, 19 Lavigne, Bourget, ON**
- 3. Jules Saumure Park , 1753 Céline, Clarence-Creek, ON**

9. SCHEDULED or (MANDATORY) MEETING:

Contractors to visit site at their own discretion.

10. LATE BIDS

Only Bids that have been time stamped by City staff and received at the Client Service Center will be considered. It is the responsibility of the Bidder to ensure that their Bids arrive on time at the Client Service Center. The City of Clarence-Rockland takes NO responsibility for Bids submitted via third parties and will NOT guarantee placement in the Bid Deposit box by closing time.

11. OPENING OF BIDS

Bids will be opened publicly by Procurement Services staff who will also notify proponents on the winning bidders name and value of the contract once the project has been awarded.

Bidders should note that the pricing information read out at the public tender opening is PRELIMINARY in nature only and should not be construed as an indication of which Bidder is being awarded the Contract. All documentation is subject to review for mathematical accuracies, compliance with the Specifications, and compliance with the Terms and Conditions of the Contract, the completion of which will ultimately determine the Successful Bidder

Time 2:00 PM on 15-May-2018

Site: City Hall

**1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7**

12. WITHDRAWAL OF BIDS

A Bidder 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 Bidder.

13. ADDENDUM / ADDENDA

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.

N.B. It is the responsibility of the vendor to check the Merx Web Site or the City Web site for any possible addenda.

Bidders will be allowed the opportunity to acknowledge Addendum / Addenda 48 hours after the closing date and time.

Bidders will **not** be allowed to alter their submission in any way after the closing date and time has elapsed.

Bidders 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.

14. 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 bidder.

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 bidder.

15. 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	Consequenc
Late Bids.	Rejection.
Bid security not provided or not in the form or amount that is specified.	Rejection.
Bid security not signed by the bidder or the bonding company.	Rejection.
Bids not completed in ink.	Rejection.
Signature missing from signature page.	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 request.	Rejection, unless allowed for in the bid.
Part Bid (all items not bid).	Rejection, unless allowed for in the bid.
Failure to attend a mandatory meeting.	Rejection.



Bids containing errors in extensions, additions, or computations.	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 by the bidder.	The bidder 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 bidder 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 bidder has 48 hours to acknowledge addenda, but is not allowed to make any changes to their bids.
Other Proposal Irregularities, including deviations in terms.	Referred to the Bid Review Panel for review, consideration, and determination. Upon Request of the Owner, the Proponent may be given five (5) Working Days to correct such Proposal Irregularity.

16. BIDS IRREVOCABLE

Bid submissions are an offer to the City, are irrevocable for a period of one hundred and twenty (120) calendar days, and may not be withdrawn by the Bidder after closing. Bids are open for acceptance by the City for a period of one hundred (120) calendar days.

17. BID SUBMISSION FORM

The unaltered Bid Submission Form must be completed in full, bearing a signature of an authorized person(s), and submitted in a sealed envelope, which should clearly identify both the project description and Bid # and identifies the Bidder.

Bids must be typewritten or legibly written in ink with any erasures/corrections being initialed by the Bidder in ink.

The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are **not** initialed by the bidder, or bids with any alterations to the original bid request document.

18. PRICING

All prices as submitted shall include all costs such as, but not limited to, labour, travel time, equipment, truck charges, materials, overheads, warranty and profits, disbursements and other related charges in the performance of the work. No further changes shall be permitted by any Bidder beyond the prices provided in the Bid.

- i. The bid price shall be provided in numerals only.
- ii. A mathematical or transposition discrepancy or error on the face of a bid may be corrected by the City by correcting the bid price accordingly, at the City's unencumbered discretion.

- iii. Where the discrepancy is in respect of a figure represented numerically and in words, the figure as written in words shall be accepted as correct, and the numerical representation will be corrected accordingly.
- iv. Where the discrepancy is in respect of extensions of unit prices, the unit price shall be taken as correct, and the extension shall be corrected accordingly.
- v. Where a mathematical error is made in adding line items to a total, the correct addition shall be taken as correct, and the recorded total will be corrected accordingly.
- vi. Where an error has been made in transferring an amount from one part of the bid to another, the amount shown before transfer shall be taken to be correct and the amount shown after the transfer and the bid price shall be corrected accordingly.
- vii. Where the discrepancy or error is such that more than one of the foregoing provisions applies, the corrections shall be applied sequentially.
- viii. Where the discrepancy or error is such that none of the foregoing provisions apply, the discrepancy or error shall be corrected by taking the lower of the inconsistent amounts as being correct, and the higher amount shall be corrected accordingly.
- ix. If a bidder has omitted to enter a price for an item of work set out in the bid, the bidder shall, unless the bidder has specifically stated otherwise in the bid, be deemed to have allowed elsewhere in the bid for the cost of carrying out the said item of work and, unless otherwise agreed to by the City, no increase shall be made in the total bid price on account of such omission.

All prices are F.O.B. destination, freight prepaid to Clarence-Rockland, Ontario unless otherwise specified.

19. INCIDENTAL ITEMS

The following is a partial list of items, the costs of which are to be included in the unit prices of the tender items unless a specific payment item is included in the Unite Price Worksheet. No additional payment will be made for the following:

- (a) Cost of permits and fees
- (b) Cost of attendance at site meetings and other emergency meetings that may be necessary over the course of the project to effect proper coordination, dealings with property and business operators/owners, dealing with emergency situations, and other related meeting activities necessary.
- (c) Cost of removing and/or relocating to a temporary or final location, when required by the City representative, small signs, fences, mailboxes, waste containers, or other minor obstructions interfering with the construction.
- (d) Cost of coordination of all work with utility companies who may be affected by the project or who may be required to perform work simultaneously with the work of the Contractor, except as specified elsewhere in these Contract documents.

- (e) Cost of supporting and protecting all existing utilities and coordinating this work with utility representatives as noted elsewhere.
- (f) Cost of normal roadway maintenance on existing roads and streets which may be affected by the Contractor's operations for the duration of the Contract.
- (g) Cost of providing temporary signage and closure of trails during construction.

The City representative, at his sole discretion, may limit the type and/or size of any equipment used in order to protect the environment, public safety and / or the integrity of the work and / or adjacent facilities during the project. No claims by the Contractor for compensation for any losses resulting from a delay in construction will be considered

20. 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.

21. 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 Bidders 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:

- i. 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;
- ii. Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
- iii. 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
- iv. Accept or reject any and all Bids, whether in whole or in part;
- v. With the exception of Part I, Instructions to Bidders, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid submission;
- vi. Award any part of any Bid;
- vii. Accept or reject any unbalanced, irregular, or informal Bids; or
- viii. Reject any Bidder who is involved in litigation with The Corporation of the City of Clarence-Rockland.

22. 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 Bidder;
- iv. The manner in which the Bidder provides services to others;
- v. The experience and qualification of the Bidder's senior management, and project management;
- vi. The compliance of the Bidder with the Owner's requirements and specifications; or
- vii. Bidders with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Bidder 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 Bidder. By submitting a Bid, the Bidder 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 Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

23. VERIFICATION OF SAFETY PERFORMANCE

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

24. BIDDER PROFILE

The Bidder shall submit, in addition to any information required to be included in a Bid Form submission, if requested, evidence of experience, ability, quality of Work,

service, past experience, and qualifications necessary to meet satisfactorily the requirements set forth or implied in the Bid Documents.

25. REQUIREMENTS UPON ACCEPTANCE

Prior to award, the recommended Bidder 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 Bidder 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 Bidders' 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 a current copy of the Workplace Safety and Insurance Clearance Certificate, and
 - c) Accessibility Standards for Customer Service Training Acknowledgement Form (see Section 6 – Appendices)
- 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

26. BIDDERS INVOLVED IN LITIGATION WITH THE CITY OF CLARENCE-ROCKLAND

It is a matter of great importance to the City in the administration of this contract that the City's relationship with the successful bidder should be as productive, amicable and harmonious as is reasonably possible.

For the purposes of this section:

- (a) "Threatening Litigation" refers to the transmission of a written threat to commence a judicial proceeding; and;
- (b) "Pursuing Litigation" means actually commencing and / or continuing a judicial proceeding.

When:

- (i) A bid is received from a bidder who is threatening litigation or is pursuing litigation against the city in relation to previous contracts awarded to that bidder by the City; or,
- (ii) A bid is received from a bidder, against whom the City is pursuing litigation,

Active or pending litigation against the City by a vendor will prevent consideration of any bid submitted by that vendor. Each bidder expressly agrees in submitting a bid for this contract that, it shall have no claim for damages from the City in consequence of such rejection whether or not the litigation, or threatened litigation with the City which occasioned the rejection of the bid, has any merits, and whether or not it is successful or unsuccessful.

27. TRAINING REQUIRED ABOUT ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the Accessibility for Ontarians with Disabilities Act, 2005, requires that the contractor (successful bidder/proponent) shall ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and shall include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation
- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html> . The on-line training takes about twenty minutes.

The contractor (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services that confirms their compliance with Section 6 of the Regulation.

28. 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 Bidder 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.

29. CHARACTER OF WORKERS

The reference to "workers" refers to workers of the Contractor and includes Corporate Officers.

The Contractor agrees to employ only orderly, competent, and skilful workers. Whenever the Municipality informs the Contractor in writing that any worker is, in its 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 Municipality's written consent.

30. CONTRACT CANCELLATION

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company may negotiate a settlement. The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

31. PUBLIC RELATIONS

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.

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.

DEFINITIONS:

- 1) Award is when the contract has been signed by both the vendor and the City or a PO has been issued.
- 2) Bid is a Quote, Tender or Tender submitted to the City in response to a Bid Solicitation.
- 3) Bidder is a legal entity that submits a Bid.
- 4) Bid Irregularity is a defect contained within a response to a Bid Solicitation.
- 5) Bid Solicitation is an invitation for Bids from the City for the purpose of entering into a Contract.
- 6) Black Out Period is the period of time that starts when the Bid Solicitation is issued, and ends at the Award.
- 7) City is the Corporation of the City of Clarence-Rockland.
- 8) Compliant means the response to the Bid Solicitation conforms to the mandatory requirements contained in the Bid Solicitation.
- 9) Conflict of Interest
 - a) is defined as a situation or circumstances, real or perceived that could give a Bidder or potential Bidder an unfair advantage during a Competitive Procurement Process or compromise the ability of a Contractor to perform its obligations under their Contract.
 - b) is a situation when City employee or a member of their family has a direct financial interest in a Contract or proposed Contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 10) Contract is a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.
- 11) Contractor is any legal entity to which a Contract is awarded.
- 12) Council is the City Council of the Corporation of the City of Clarence-Rockland.
- 13) Litigation (Pending) is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.

- 14) Procurement Services means the section of the Finance that is responsible for the Procurement of Goods and/ or Services for the City.
- 15) Purchase Order means; a) a written confirmation of the Procurement of Goods and / or Services at a specific cost and required for any Procurement of Goods and / or Services greater than \$25,000;
b) may be used as the City's Contract with the Vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.
- 16) Tender is a submission received in response to a Request for Tender.
- 17) Vendor is a supplier / seller of Goods and/or Services.

1. CITY NOT BOUND

The City reserves the right to accept or reject any or all Bids, in whole or in part, to accept a Bid other than the lowest and/or to NOT accept any Bid for any reason whatsoever, and to accept any Bid if, upon evaluation analysis, it is considered to be in the City of Clarence-Rockland's best interest. Award of the contract in its entirety or in part shall be in accordance with City of Clarence-Rockland requirements.

2. ERRORS AND OMISSIONS/ MATHEMATICAL ERRORS (Unit Prices Prevail)

Should there be any error in extensions, additions or computations, The City of Clarence-Rockland shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the bidder, and shall be used as the basis for comparison of bid submissions.

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

3. OWNERSHIP OF SUBMISSION MATERIAL

In consideration of the right to bid being offered, the bidder (by responding) releases all rights to the bid documents, which, on acceptance by Procurement Services, become the property of the City of Clarence-Rockland.

4. INCURRED COST

The City of Clarence-Rockland will not be liable, nor reimburse any bidders for costs incurred in the preparation of bids, or any other services that may be requested as part of the bidding process.

5. TAXES AND DUTY

- i) The City is subject to payment of Provincial and Federal (excise and H.S.T.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services or construction to be procured or provided during the term of this contract, the Bidder and the City mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Bidder to bring to the City's attention any such changes.
- ii) The Bidder shall allow in their prices for all Sales Taxes that may be required to pay on materials and equipment to be utilized or expended in construction and other works. Exception being; where the Bidder is in the position to claim for Sales Tax Rebates or input Tax Credits (ITCs) on the material used.
- iii) The Total Bid price shall be deemed to be inclusive of all Duties, Federal and Provincial taxes applicable to the vendor's charges to the City.

- iv) It is the Bidder's responsibility to investigate and otherwise familiarize themselves with all applicable Federal and Provincial tax laws as they relate to the specifications, and include related costs and the effect of available rebates / ITCs accordingly in the charges for all options.

6. 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.

7. 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.

8. 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 Bidder and the City.

9. ABILITY AND EXPERIENCE OF BIDDERS

The City reserves the right to reject any BID unless the bidder is known to be skilled and regularly engaged in work of a character similar to that covered by the specifications of the work. The City also reserves the right to reject a Bid submitted by a bidder who has defaulted on, or failed to satisfactorily complete, other similar work in the past.

In order to aid the City in evaluating submissions, it may be necessary for each bidder to supply the City with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background, a list of equipment to be used, or evidence of appropriate licences, evidence of financial stability.

10. 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 bidders will be disclosed in accordance to our Procurement By-law.

Bidders 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 Bidder believes any part of its Bid Submission reveals any trade secret of the Bidder, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Bidder and if the Bidder 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.

11. WORKPLACE SAFETY AND INSURANCE BOARD

The Contractor shall provide the municipality with a current “Clearance Certificate” from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers’ Compensation Act have been paid.

Safety in the workplace is accomplished by:

- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training
- Compliance with the Occupational Health and Safety Act and Regulations.

If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an ‘independent operator’ must provide a letter from WSIB acknowledging independent contractor status confirming that WSIB cover is not required prior to commencement of work.

12. INSURANCE/Indemnification

The Contractor shall indemnify and hold harmless the City, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the Contractor’s omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Contractor, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Contractor.

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;

- b. **Non-owned automobile insurance** to a limit of not less than one million dollars (\$1,000,000) and;
- c. **If applicable, automobile insurance (OAP1) for both owned and leased vehicles** with inclusive limits of not less than one million dollars (\$2,000,000).
- d. **Environmental Impairment Liability**

The contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$5,000,000. Per Incident /Annual Aggregate. Coverage shall cover on a Gradual and Sudden & Accidental basis and include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is written on a 'claims made' basis, such insurance shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement. Coverage shall extend to include non-owned disposal site.

The Policies shown above shall not be cancelled unless the Insurer notifies the Corporation of the City of Clarence Rockland in writing at least thirty (30) days prior to the effective date of Cancellation.

The insurance policy will be in a form and with a company licensed to conduct business in Ontario which is, in all respects, acceptable to the Corporation of the City of Clarence Rockland.

The contractor shall be solely responsible for all deductibles listed under the above noted policies and such deductibles shall not be the responsibility of the City. The contractor is permitted to self-insured physical damage to their own equipment / vehicles and the City will not bear any responsibility for damage to the equipment/vehicles.

13. 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.

14. DEFAULT

In the event that the successful bidder fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the successful bidder to discontinue all work under this contract, to advertise for new Bids or carry out the work in any way as the City may, at its sole discretion, deem best. The bidder further agrees to save and hold harmless the City of Clarence-Rockland and/or its officers, agents, or servants from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

15. 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.

16. SUSPENSION OF BIDDERS

At the discretion of Procurement Services, any Bidder may be suspended from consideration of their Bids for up to 3 years for default of delivery, unsatisfactory performance, safety concerns, lobbying and contravention of a Bid Solicitation document.

17. SKID AND DRUM DEPOSITS

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

18. INSPECTION

All shipments shall be subject to final inspection after receipt by the City at destination. Delivery to the City is not to be an acceptance unless inspected and approved by the City and subject to rejection based upon:

- a) defective products or workmanship discovered within one year of the date of receipt
- b) latent defects, frauds and mistakes

19. REJECTION

19.1 If any of the goods are found at any time to be defective in material, workmanship, quality, quantity or otherwise not in strict conformity with the specifications or requirements of the original Bid request and any subsequent order, the City in addition to any rights to which it may have under warranties or otherwise shall have the right to reject and return such goods for full credit. All freight charges are to be at the Vendor's expense.

19.2 Without limiting the foregoing right of rejection, the City shall have the right to require prompt replacement, repair or correction of defective work or goods at the risk and expense. If the Vendor is unable or unwilling to effect such replacement, repair or correction the Corporation may do so by using its own workers, goods or facilities or by outside contract and shall be entitled to charge the original Vendor for excess costs directly or indirectly occasioned thereby.

20. VENDOR RESPONSIBILITIES

20.1 It is mutually agreed and understood that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of the Tender, or Contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the City.

20.2 Acceptance of a purchase order issued by the City for a bid or any part of a bid shall constitute a contract between the City and the Vendor which shall bind the Vendor on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Standard Terms and Conditions.

21. SUPPLIER'S CONDUCT AND CONFLICTS OF INTEREST

The City expects its suppliers to act with integrity and conduct business in an ethical manner.

21.1 The City may refuse to do business with any supplier that:

- a) has engaged in illegal or unethical bidding practices;
 - b) has an actual or potential conflict of interest;
 - c) has an unfair advantage in the procurement process; or
 - d) fails to adhere to ethical business practices.
- 21.2 All suppliers participating in a procurement process must declare any perceived, possible or actual conflicts of interest.
- 21.3 Where a supplier is retained to participate in the development of a solicitation document or the specifications for inclusion in a solicitation document, that supplier will not be allowed to respond, directly or indirectly, to that solicitation document.
- 21.4 Illegal or unethical bidding practices include:
- a) bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
 - b) 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;
 - c) lobbying members of Council or City officers and employees or engaging in any prohibited communications during a procurement process;
 - d) submitting inaccurate or misleading information in response to a procurement opportunity; and
 - e) engaging in any other activity that compromises the City's ability to run a fair procurement process.
- 21.5 The City will report any suspected cases of collusion or other bid-rigging offenses under the Competition Act to the Competition Bureau or to other relevant authorities.
- 21.6 In providing goods, services or construction to the City, suppliers are expected to adhere to ethical business practices, including:
- a) performing all City contracts in a professional and competent manner and in accordance with the terms and conditions of the contract;
 - b) complying with all applicable laws, including safety and labour codes (both domestic and international as may be applicable);
 - c) ensuring that fair wages are paid to suppliers' employees; and providing workplaces that are free from harassment or discrimination of any kind.

22. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS

The following requirements and conditions shall be included in all agreements with Contractors (and sub-Contractors) engaged by or on behalf of the City:

- Contractors with known poor safety records or with inadequate qualifications or equipment will not be considered for award;

- Contractors acknowledge that they regularly read and understand the Occupational Health and Safety Act R.S.O. 1990, C. 0.1 (“OHSA”) and regulations, made under that statute;
- The Contractor shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations. Any such requirements established by the City shall be included in the Bid Documents and the Contractor agrees to assume full responsibility for the enforcement of same;
- The Contractor shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work;
- The Contractor shall allow access to the work site on demand to representatives of the City provided that they are in full compliance of the Occupational Health and Safety Act and Regulations;
- The City will take all action necessary to support the Contractor's health and safety efforts and to ensure that the City-owned and controlled environments in the vicinity of the project are free from hazards;
- The Contractor acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the Contractor or any of its Subcontractors may permit the City to elect to cancel the Contract; and
- The Contractor acknowledges and agrees that any damages or fines that may be assessed against the City by reason of a breach or breaches of the OHSA by the Contractor or any of its Subcontractors will entitle the City to set-off the damages so assessed against any monies that the City may from time to time owe the Contractor under the Contract or any other contract whatsoever

The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent(s) and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the OHSA and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the OHSA and associated regulations are complied with.

The Contractor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.

The Contractor shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not be limited to, The Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the City.

23. 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.

24. LICENCES AND PERMITS

The successful bidder 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.

25. EVIDENCE OF QUALITY

It is the bidder's responsibility to prove their product/service quality meets the City of Clarence-Rockland's requirements and bidders 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.

26. LABOUR DISPUTES

The obligations of the successful bidder 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.

27. GUARANTEED MAINTENANCE AND WARRANTY

- 27.1 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.
- 27.2 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.

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

28. EXISTING SERVICES

The position of utility pole lines, underground conduits and services, water mains, sewers and other underground and over ground utilities and structures are not necessarily known, and the accuracy of the position of such utilities and structures on any reference documents is not guaranteed. The City of Clarence-Rockland will not be responsible for damages or extra work caused or occasioned by the Contractor relying on this or any other information or records.

Before starting work, the Contractor shall familiarize himself of the exact location of all such utilities and structures and shall assume all liability for damage to them. Where extra measures are required to support utility poles during construction either by the utility involved or the contractor himself, the costs involved shall be borne by the Contractor. The contractor will be responsible for any fees that may be associated with these services.

29. INSPECTION AND CONTROL OF SITE

CITY'S INSPECTION AND SUPERVISION – A representative of the City (appointed by the City) reserves the right to enter the site at any time for the purpose of review & inspection. The presence of a said representative does not indicate satisfaction or compliance unless these comments are made by the representative and submitted to the contractor in written form.

30. PROVISIONS FOR TRAFFIC CONTROL (ONTARIO TRAFFIC MANUAL BOOK 7)

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

The Contractor shall supply all labour, sign, delineators, etc., set and maintain required detours at work sites, conforming to the latest edition of the manual of Uniform Traffic Control Devices.

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

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

The Contractor shall provide for safe pedestrian movement from all houses and Businesses along the site. Walkways shall not be obstructed at any time.

No work shall be performed on major arterial roads during Rush Hour Traffic (7 – 9 a.m. and 3 – 6 p.m.) without the written consent from the City's Project Lead.

The Contractor's traffic control plans must meet all the requirements of the Ontario Ministry of Labour and the Occupational Health and Safety Act.

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

The Project Lead, as an agent of the City of Clarence-Rockland, reserves the right to suspend any on-going works that do not meet the requirements outlined in the Contract.

31. EMERGENCY AND MAINTENANCE

The care of the works until completed, delivered to and accepted by the City rests solely with the Successful Contractor who shall assume all risk of damage to the work.

For the purpose of Emergency and Maintenance measures, the name, address, and telephone number of a responsible official of the contracting firm shall be given to the City's contact person in charge of the project. This official shall be available at all times and have the necessary authority to mobilize workers and machinery and to take any action as directed by the City in the event emergency or maintenance measures are required, regardless of the fact that the emergency or requirement of maintenance may have been caused by the Successful Contractor's negligence, Act of God, or any cause whatsoever.

Should the Successful Contractor be unable to carry out the required immediate remedial measures, the City may carry out the necessary repairs and the costs for this work shall be deducted from payments due to the Successful Contractor.

32. ENVIRONMENTAL SUSTAINABILITY

The City of Clarence-Rockland is committed to preserving the environment and reserves the right to encourage the procurement of supplies and services with due regard to the preservation of the natural environment and to integrate sustainability considerations into product selection so that negative impacts on society and the environment are minimized throughout the full life cycle of the products; suppliers may be selected to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practical. Bidders are encouraged to include certified green product alternatives wherever possible with proof of third party certification (i.e. EcoLogo, Green Seal, Energy Star) for each product proposed. It is to be understood that total lifecycle cost analysis may be required to ensure that these supplies and services are financially viable and available at competitive prices.

33. SPECIALIZED EQUIPMENT

The Contractor shall utilize appropriate types and sizes of equipment so as to not increase the risk of damage to existing sewers, water mains, utilities, trees or any other existing feature not mentioned that will be encountered over the course of the project.

34. TRESPASS

The Contractor shall be responsible for protecting excavations, trenches, stockpiles and abutting lands from trespass by his forces during all stages of the work, and shall erect snow fencing, without charge, where and when required by the City representative to ensure same. The Contractor shall not dispute or contest direction from the City representative, if in the opinion of the aforementioned protection and fencing is required to mitigate safety risks. All private property restorations not specifically called for in an item in the Schedule of Unit Prices shall be rectified to existing or better condition at the Contractor's expense.

35. REPLACEMENT OF PRIVATE DRIVEWAY BY RESIDENT

Replacement of any private driveway at the request of the property owner / homeowner that was not damaged due to works of this Contractor is not part of this Contract and is not to be undertaken by the Contractor during project normal working hours. Payment for these works shall be the sole responsibility of the property owner / homeowner except that the City will pay for that portion of the driveway that was removed for the road/sewer reconstruction as noted on the contract drawings. The City will not accept any claims as a result of extra work undertaken by the Contractor on behalf of the property owner / homeowner.

36. COOPERATION WITH OTHER UTILITIES

During the course of this project, it may be necessary for other utilities including Hydro, Bell, Gas, Cable TV or other third-party service provider to carry out rectifications of their underground / overhead plant. The Contractor shall be required to facilitate the utility servicing and / or builder installations and to cooperate with their scheduling to the greatest extent possible.

If damage to any structure, utility or service occurs by reason of the Contractor's operation, even though precautions have been employed, the Contractor shall be entirely responsible for such damage whether such operations and the work resulting there from have received the proper approval of the City representative or not, and all such damage shall be satisfactorily rectified at the Contractor's expense.

Utilities undermined by the installation of pipes shall be adequately supported using appropriate measures acceptable to the utility owner and satisfactory to the OHSA and Regulations. The cost of all utility support and protection shall be included in the Contractor's bid.

The approximate locations of existing services have been shown on the drawings to assist the Contractor. However, the information provided may not be fully accurate or complete. The Contractor shall satisfy himself as to the existence and location of all utilities prior to submitting a bid on this project.

Before commencing excavation in any area, the Contractor shall have the location of all utility lines, conduits, pipes, etc., located by a representative of the appropriate utility company or municipality, and shall not proceed with the excavation until the exact location is known, and then only after adequate precautions have been taken to protect such plan. It shall be the responsibility of the Contractor to request all utility locates and then ensure all utilities are accurately staked out in the field.

The Contractor shall assume full responsibility for the location and protection of all underground and above ground utilities such as water, sewer and gas mains and house connections, telecommunications, hydro, street light. and telephone poles, wires and conduits, valves, switches, etc.

37. OPERATION OF WATER VALVES

The Contractor is advised that the operation of any water valves in the City of Clarence-Rockland is restricted to City of Clarence-Rockland personnel only. At no time during the duration of this project shall the Contractor or any of their employees operate a water valve. If it is necessary to operate a water valve, the Contractor is advised to arrange for City personnel to operate the valve for them. The City will consider no claims by the Contractor for compensation for any losses resulting from a delay in construction.

38. MAINTENCE OF STROM DRAINS

During the whole of the Contract performance period, the Contractor shall be responsible for the protection and maintenance of adequate drainage in and through the site, providing adequate drainage facilities and/or flow controls so that flows from existing watercourses, storm sewers, natural drainage channels or other facilities shall not be impeded.

The Contractor shall be responsible for all temporary ditching, culverts, siltation structures, etc., and other work thereby required through the whole of the working area whether ordered or approved by the City representative. The Contractor shall further be responsible for the maintenance of all such temporary ditching, culverts and other works, and for rectification or restitution required as the result of erosion or other flood or water damage.

The Contractor must backfill all exposed trenches at the end of each and every workday. No claims by the Contractor for compensation to backfill trenches, expose work the following day or any resulting delay in construction will be considered by the City.

39. MAINTENCE OF FLOW

Sewage flow shall be maintained at all times by the Contractor and pumped between maintenance holes while working on that section.

40. PROTECTION OF DOWN STREAM SEWERS

Until completion and acceptance of the Contract work, or unless otherwise directed by the City representative, the Contractor shall supply all materials and construct temporary concrete weir structures inside maintenance holes and maintain at all times as required to control silty material from entering sanitary and storm sewers as a result of construction activity upstream. The Contractor shall be responsible for cleaning silt and debris deposits from the structure as required, at no cost to the City. All costs for this work are to be included in the appropriate unit prices.

41. MAINTENANCE OF EXISTING ROADS

The Contractor shall be responsible for keeping roadways adjacent to the site free and clean from mud, dirt and other debris originating from the work site. All dirt and debris deposited by construction traffic on existing City streets shall be cleaned up by the Contractor at his own expense on a daily basis, or as directed by the City representative.

42. VEHICLE AND EQUIPMENT ACCESS

The rehabilitation street may be closed to through traffic when the Contractor is working on the street, however, whenever possible, the Contractor shall reinstate local residential vehicular access, particularly during off hours. The Contractor will be responsible for all signing, barricading, etc., in accordance with the MTO's Manual of Uniform Traffic Control Devices adjacent to the actual work area; however, the City will establish alternative parking, subject to the Contractor's written notice to commence construction. All signing beyond the immediate project limits will be installed and maintained by the City of Clarence-Rockland.

43. PEDISTRIAN ACCESS

The Contractor shall, at all times, ensure that reasonable pedestrian access is maintained throughout the work site for the duration of the project. All existing sidewalk is to remain in place except where it conflicts with service installation, until such a time that the construction schedule necessitates sidewalk replacement. The City will make provisions for local residents to park vehicles on adjacent streets for the duration of the Contract.

44. PRIVATE DRIVEWAY ACCESS

The Contractor shall provide full access to private driveways at all times except as follows:

- a) for the 72 hours immediately following the installation of concrete curb and gutters
- b) for the 72 hours immediately following the installation of concrete sidewalks
- c) for the 72 hours immediately following the installation of concrete driveway aprons

45. GARBAGE ACCESS

The Contractor is advised that the work of this contract may impede normal garbage collection and recycling operations within the neighbourhoods where work is being conducted. Regional Waste Management staff will not drive a vehicle on a gravel roadway, nor will they back up a vehicle. As a result, the Contractor may have to, at times during construction, deliver all garbage and recyclables, at his own expense, to the closest intersection, by 7:00 a.m. on the morning and after pickup, return the emptied containers to their respective owners on garbage day. The owners will be asked to put their addresses on their containers.

This work is incidental to the contract and there will be no specific payment for this item, the cost of same is deemed to be included in the contract unit prices.

46. SCALE TICKETS

Contractor must supply all scale tickets for imported granulars, asphalt etc. to the Contract Administrator for verifications of quantities notwithstanding the method of payment for the work. If scale tickets are not supplied within an acceptable period, the City representative, at his sole discretion, may require that the material thickness be confirmed by core or test dig. The Contractor will be responsible for the cost of these investigations as well as the resulting restoration

47. DUST CONTROL

Section GC7 of OPSS General Conditions of Contract is hereby modified to include the following:

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

The cost of all preventive measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which is the Contractor's responsibility to maintain for public traffic seven days a week. There will be no additional claim for payment for dust control as required.

48. COMPLETION DATE – Liquidated Damages

The Contractor shall complete this Contract in its entirety by October 31, 2018.

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 FIVE HUNDRED (\$500.00) 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.

49. EXTENTSION AND ESCALATION

The Contractor agrees that the contract unit prices shall remain firm up to and including maintenance and warranty period. The unit prices for work required to be done thereafter shall be adjusted by mutual agreement between the City and Contractor, in accordance with the procedures of GC 3.10.01 of the OPSS General Conditions of Contract.

50. CONSTRUCTION SCHEDULE

The Contractor shall submit a detailed construction schedule, for approval by the City representative, seven (7) days in advance of commencement of construction, showing the timing of the Contract.

Construction schedule to commence September 4, 2018 or earlier is available. Construction will end October 31, 2018. Total construction SEVEN (7) weeks.

A preconstruction meeting will be held as soon as practical after Council approval of the award of tender with representatives from the City, the General Contractor and the City representative (if applicable) to discuss the following:

- Review the contractor's schedule with respect to construction methodology and estimated completion dates for the various portions of the work.
- Review safety procedures and operational constraints to establish strict guidelines for work areas, delineation of haul routes, etc., to ensure safe and practical grading and servicing operations.
- Review coordination procedures regarding traffic control, protection of the environment and the public.

The City and the Contractor agree that for this Contract, in the event the work is ordered to commence earlier or later than the commencement date, the completion date will be adjusted by the same number of Working Days.

The City representative reserves the right to request of the Contractor to work on Saturdays, and/or later hours in order to complete the work within the scheduled time periods. There will be no additional compensation for overtime hours worked.

Should the Contractor, through his own fault (or neglect of this Contract and Specifications) fail to meet the schedules or working day periods allowed, the Liquidated Damages may be assessed after careful consideration of the facts by the City representative. The amount assessed as 'Liquidated Damages' on this Contract is defined further in Item 47 above.

51. TREES AND SHRUBS

Trees and shrubs, if destroyed during construction, will be replaced using first quality nursery stock (deciduous trees shall be replaced with the same or similar species specimens 2.5 m to 3.0 m in height, coniferous trees are replaced with the same or similar species specimens 1.2 m to 1.5 m in height).

52. VENDOR PERFORMANCE MANAGEMENT - CONTRACTOR EVALUATION

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

Performance ratings will be used by the City in analysing future bids by the

Contractor. Copies of the report may be provided to other municipalities or their agents.

A Contractor who scores a failing grade (<29) on their Performance Review will not be eligible to have any City of Clarence-Rockland project awarded to them as either a General Contractor or a Sub Contractor. This suspension period may last for a period up to 3 years from the date of the completion of the Failed Project. Any bid submission made during the suspension period will be returned, unopened to the Contractor.

- a) At the outset of a project, the City shall institute a Vendor Performance Management evaluation process.
- b) The performance evaluation shall rate the performance of the Contractor on standard criteria as listed in Appendix "C". The Contractor shall be responsible for the performance of his Sub Contractors and will be evaluated as such. A copy of the Performance Evaluations and introductory letter shall be provided to the Contractor at the outset of the project, and shall remain constant for the duration of the contract. Performance issues shall be noted in writing with a copy to the Contractor and a copy to the departmental project file. Performance issues shall also be noted in any site meeting or project meeting minutes. For projects that last more than four (4) months, an interim evaluation may be carried at the midpoint of the project. For projects that last less than four (4) months, only the final evaluation will be carried immediately after completion of the project.
- c) The performance evaluation shall determine whether a Contractor will:
 - i) be allowed to bid for future contracts with the City of Clarence-Rockland;
 - ii) be suspended from bidding on any contracts with the City of Clarence-Rockland
- d) No bid will be accepted from any contractor during the term of the suspension. Any bid submitted by the Contractor will be returned, unopened to the address on the bid envelope. If the Contractor is listed as a Sub Contractor on another bid, the City will notify the General Contractor that they will be unable to accept the submitted bid unless another Sub Contractor is identified. It is the suspended Contractor's responsibility to notify any General Contractors of their suspension with the City of Clarence-Rockland.
- e) The Contractor may request a debriefing meeting to discuss the evaluation within thirty (30) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the Performance Review rankings should be sent in writing to the Manager of the Project/Client Department for review. Only the comments and rankings of the Vendor Performance Management contractor evaluation will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained. If the Contractor remains unsatisfied with the outcome of the debriefing meeting, they can request in writing to the Manager of Procurement Supply, a further review by the City of Clarence-Rockland Review Committee.
- f) The Review Committee will hear from both City staff and the Contractor at a time and place appointed in writing by the Committee. The Committee shall be comprised of the original City team members that participated in the procurement process, Director of Finance and the Manager of Supply, or their designate. The decision of the Review Committee shall be in writing and final and be provided to City Staff and the Contractor.
- g) Bids will not be accepted by the Contractor for work in the City of Clarence-Rockland as a General or Sub Contractor during the review process.

- h) In reaching a decision, Staff shall be entitled to rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same contractor or consultant.
- i) The results of any Vendor Performance Management contractor evaluation may be disclosed to other Municipalities or government bodies upon request.

53. CONTRACT AND VENDOR REQUIREMENTS

The vendor 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 Vendor.
- d) Vendors 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 Vendor/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.

54. 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.

Please send Invoices to AP@Clarence-Rockland.com

55. PAYMENT TERMS

The Region will make payments in accordance with the terms and conditions of the Agreement. After the Agreement is executed with the Company, the Region will appoint an individual to administer the Work (hereafter referred to as the Region's Program Manager). Each monthly billing from the Company must consist of an invoice, updated schedule and progress report in a form satisfactory to the Region's Program Manager. No payment will be made until the Region's Program Manager authorizes the invoice and progress report. The Region reserves the right to withhold payment if, in the opinion of the Region's Program Manager, the work progress claimed to date does not reflect the actual work completed. Under no conditions will the Region be liable for the payment of any interest charges, including those associated with delay in payment in instances where there is a dispute over the work completed or incomplete documentation is submitted.

OPSS MUNI 100 GENERAL CONDITIONS and OPSS MUNI 180 GENERAL CONDITIONS

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

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

SUPPLEMENTARY CONDITIONS TO OPSS MUNI 100

1.0 GENERAL CONDITIONS

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

GC 3.05 LAYOUT

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

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

The City shall provide geodetic benchmarks at key points for use by the Contractor. Once such benchmarks have been provided, it shall be the Contractor's responsibility to maintain and otherwise protect benchmark locations. All costs expended by the City to replace and/or relocate benchmark locations at the Contractor's request, shall be at the Contractor's expense.

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

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

GC 3.07 DELAYS

Add the following paragraph:

Without limiting the requirements of GC 3.07.02 of the General Conditions of Contract, it is hereby expressly agreed that, should the Contractor be prevented from carrying out the work according to the agreed upon program through labour disputes directly affecting the Contractor's own labour, the Contract may be terminated by the City. Upon termination of the Contract under these circumstances, the Contractor will be paid for all work carried out prior to termination and would have no further liability for the costs of completion of the work.

GC 4.10 TERMINATION OF CONTRACT

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

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

GC 6.02 INDEMNIFICATION

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

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

GC 7.16 Warranty

Add a new number.04

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

GC 8.01.02 Variation in Tender Quantities

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

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

GC 9.0 OTHER PROVISIONS

Add new SECTION 9.0 as follows:

“SECTION 9.1 EARTH EXCAVATING AND GRADING

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

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

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

9.2 CONTAMINATED SOILS

a. General

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

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

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

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

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

b. Contractor's Sole Responsibility

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

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

c. Disposal Sites

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

End of Supplementary Conditions OPSS MUNI 100

SUPPLEMENTARY CONDITIONS TO OPSS MUNI 180

GC 180.07.01 Conditions on Management of Excess Material - General

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

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

1.2. Delete paragraph 180.07.05 b) in its entirety.

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

“180.10

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

End of Supplementary Conditions OPSS MUNI 180

ENVIRONMENTAL SUSTAINABILITY

The City of Clarence-Rockland is committed to preserving the environment and reserves the right to encourage the procurement of supplies and services with due regard to the preservation of the natural environment and to integrate sustainability considerations into product selection so that negative impacts on society and the environment are minimized throughout the full life cycle of the products; suppliers may be selected to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practical. Bidders are encouraged to include certified green product alternatives wherever possible with proof of third party certification (i.e. EcoLogo, Green Seal, Energy Star) for each product proposed. It is to be understood that total lifecycle cost analysis may be required to ensure that these supplies and services are financially viable and available at competitive prices.

Introduction

This phase of the project is scheduled to begin on or about September 4th, 2018. The successful contractor is expected to complete the installations within the 7 week period after commencement of work, and with a minimum number of 5 consecutive of working days per site. All work must be completed prior to October 31st, 2018.

It is imperative that the successful bidder be able to complete the work within any agreed upon schedule. Bidders should note that any final agreement will contain a liquidated damages clause. The clause will allow the City to deduct an amount equal to \$500 per day for each day beyond the agreed upon date that the work remains incomplete. Such amount shall be clearly noted as liquidated damages and not a penalty.

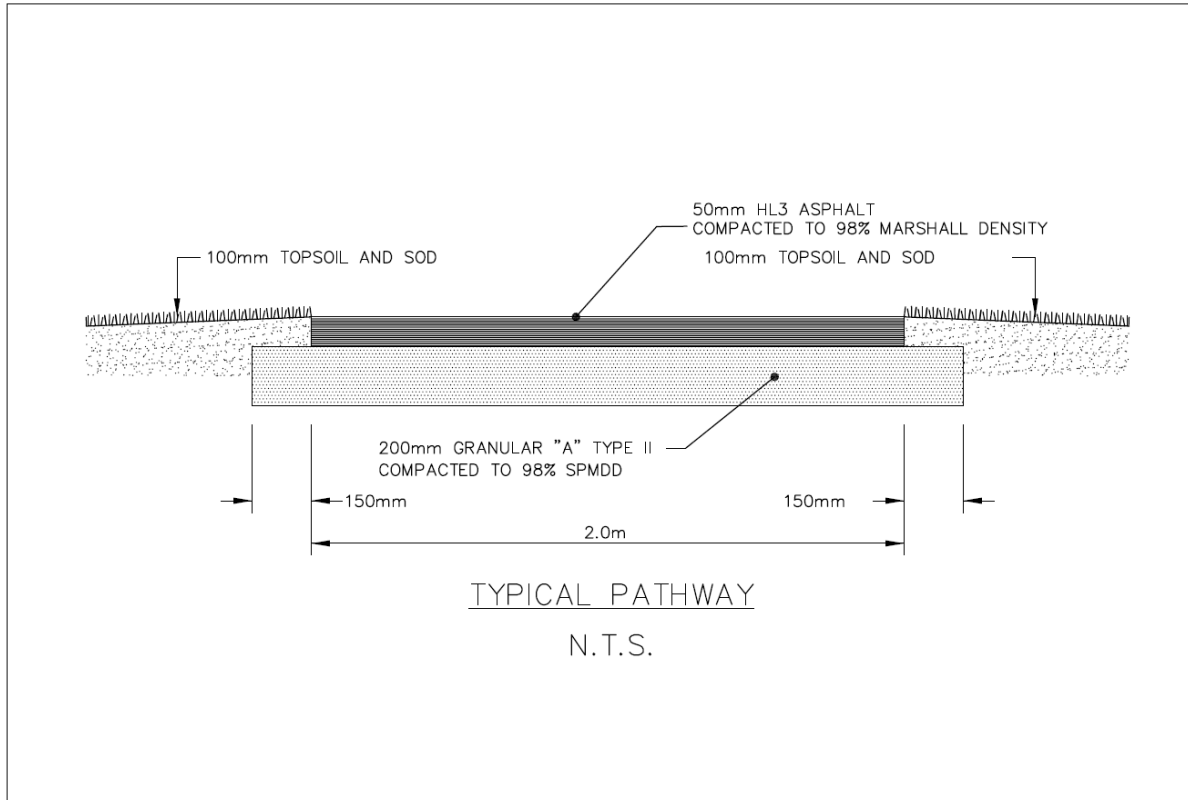
The Contractor shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the Place of the Work while work is being performed. The appointed representatives shall not be changed except for valid reasons, and upon the Contractor obtaining the City's written consent, which consent will not be unreasonably withheld.

The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.

Specifications:

- 2.0 m. wide asphalt pathway including material labor and all related costs (see diagram 1)
- Approximately 558 m.± in length x 2.0 m. wide for a total of 1116 sq. m.± (see schematic 1, 2, and 3)
- All works shall be done within reasonable time frame (minimum 5 consecutive working days per site).
- Excavated material shall be hauled and disposed offsite by the contractor.
- Both sides of the pathways shall be sodded where damaged was caused and watered.

Diagram 1



Schematic 1



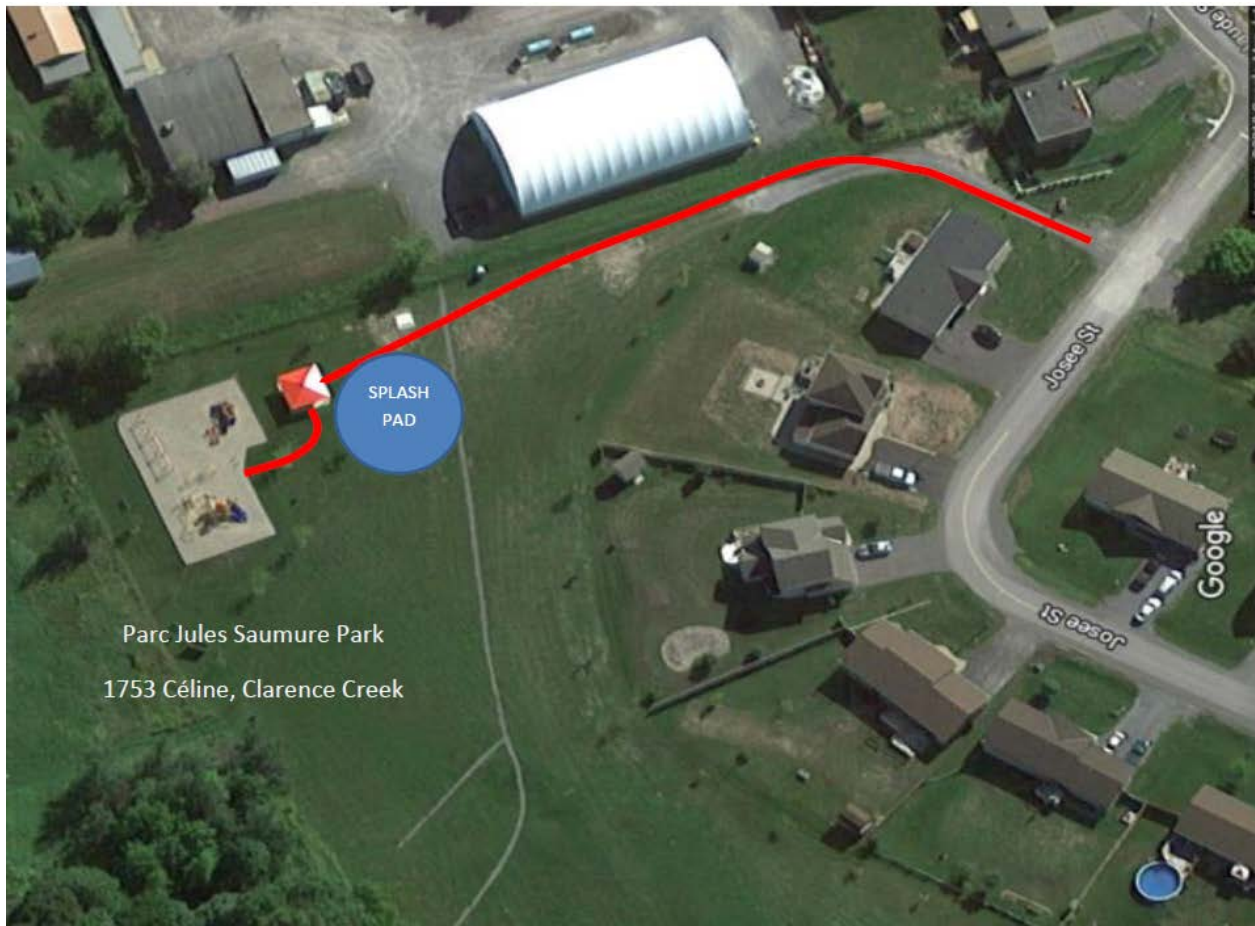
Approximately ± 307 m in length x 2 m wide = ± 614 sq. m.

Schematic 2



Approximately ± 103 m length x 2m wide = ± 206 sq. m.

Schematic 3



Approximately ± 148 m in length x 2m wide = ± 296 sq. m.

N/A

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

Bid Number:	F18-INF-2018-017
Tender Number	
Bid Description:	3 park Pathways
Closing Date:	15-May-2018
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.

I/We have enclosed our bid deposit of \$_____.

Bids that do not contain the required Bid Deposit will be declared non-compliant and will be rejected.

Supply and Install: Construction 3 pathways

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

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

Work will commence as soon as possible following date of award, and in any event shall / should be completed by _____.

Date of Earliest Commencement of Work upon award _____



The Bidder declares that:

- a) No persons, other than the Bidder, 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 Bidder 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 Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder 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 Bidder, the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder 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 Bidder, 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 Bidder;
 - (iv) the manner in which the Bidder provides services to others;
 - (v) the experience and qualification of the Bidder's senior management, and project management;
 - (vi) the compliance of the Bidder with the Owner's requirements and specifications; and
 - (vii) innovative approaches proposed by the Bidder in the Tender;
 - (viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFT.

The Bidder 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 Bidder

Signed and submitted for and on behalf of:

_____ Company Name		
Address X _____	City	Postal Code
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. Bidders 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

The Bidder 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 Bidder 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.

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Alphonse Carriere Park 3154 Gendron, Hammond, ON	614 sq m ±	\$	\$
Bernard Valiquette Park 19 Lavigne, Bourget, ON	206 sq m ±	\$	\$
Jules Saumure Park 1753 Celine Clarence-Creek, ON	296 sq m ±	\$	\$
<i>(Transfer to page 50, Bid Submission form)</i>			TOTAL \$
			/100
<i>Insert Dollars in words above</i>			





PROVISIONAL ITEMS AND QUANTITIES

Items listed in the Bid as “*Provisional Items*”, may or may not be required for completion of the Work called for under the Contract. The necessity for and/or actual quantities of these items will be determined by the City as the work progresses. Should any of these items be required, the Contractor will be compensated on the basis of the unit prices(s) quoted. In the event that any or all of these items are found not to be required, the Contractor may not claim extra payment for loss of anticipated profits or impact costs in relation thereto.

N/A



LIST OF SUB-CONTRACTORS

State *OWN FORCES* if a Sub-Contractor is not required for any of the trades listed; otherwise name work and Sub-Contractor proposed to be used.

The City reserves the right to approve all proposed Sub-Contractors and where the City objects to the use of any proposed Sub-Contractor, the Bidder shall use another Sub-Contractor acceptable to the City. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract award shall be subject to the approval of the City.

The successful Bidder may be required to produce a schedule of references for all or any proposed Sub-Contractors.

The successful Bidder shall only use those Sub-Contractors approved by the City and shall be held fully responsible to the City for the acts and omissions of its Sub-Contractors.

<u>TYPE OF WORK</u>	<u>SUB-CONTRACTOR</u>	<u>CONTACT NAME & NUMBER</u>





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>



BIDDER'S EXPERIENCE IN SIMILAR WORK

State other Owners, which have been supplied/serviced by the Bidder within the last *five (5)* years for projects of a scope and nature similar to the project described in this Call for Bids. The awarded Bidder may be required to produce schedule of written references upon request.

The City reserves the right to consider, during the review of Bids, information provided in response to enquiries of references provided by the Bidder; poor reference(s) and/or an unsatisfactory safety record may result in the immediate rejection of the Bidder at the discretion of the City .In addition, any information received in response to enquiries made by the City to third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder may also be considered.

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: General Contractor Subcontractor	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: General Contractor Subcontractor	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: General Contractor Subcontractor	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Pursuant to Section 29(1)(a) of the Municipal Freedom of Information Act, I _____, authorize the Corporation of the City of Clarence-Rockland to contact any person(s)/companies, be they listed above or not, for the purpose of obtaining reference information. Any questions regarding the use and/or content of this form should be directed to the Corporation of the City of Clarence-Rockland, – refer to "Communications" contacted listed on page 5.





Ontario Regulation 429/07:
Appendix A – ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE
TRAINING ACKNOWLEDGEMENT FORM
for Contractors and Third Party Providers to
The Corporation of the City of Clarence-Rockland

Section 6 of Ontario Regulation 429/07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* states that:

6. (1) Every provider of goods or services shall ensure that the following persons receive training about the provision of its goods or services to persons with disabilities:
 1. Every person who deals with members of the public or other third parties on behalf of the provider, whether the person does so as an employee, agent, volunteer or otherwise.
 2. Every person who participates in developing the provider's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

We acknowledge and confirm that we are in full compliance with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005*. We confirm that all employees, agents, volunteers, or others for whom we are at law responsible who are required to receive training under the Act have completed the training available at <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>. We will provide to the City any further documentation that confirms this training upon the request of the City.

We will indemnify the City from and against any costs, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of our failure to comply with the Act.

 Name of Contractor or Third Party Provider

 Signature of Authorized Signing Officer

 Printed Name of Person Above

 Date





THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

Appendix B – NOTICE OF “NO BID”

It is important that the City of Clarence-Rockland receive a reply from all bidders. 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)





Appendix D – Agreement to Bond
AGREEMENT TO BOND

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

(Name of Contractor)

in bonding totalling twenty 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-2018-017 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 _____, 2016.

(Company Seal)

Name of Bonding Company

Signature of Authorized Person
Signing For Bonding Company

Position





Appendix E – COURTESY LABEL

From:



BID SUBMISSION

Tender Number

F18-INF-2018-017

Pathways Alphonse Carriere Park (Hammond)

Bernard Valiquette Park (Bourget)

Jules Saumure Park (Clarence-Creek)

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

1560 Laurier

Client Service Center

Rockland, ON

K4K1P7

CLOSING DEADLINE – no later than 2:00 P.M., May / 15 / 2018

