



**Invitation to Tender**  
**for**  
**2025-001 COBBS LAKE BRIDGE REPLACEMENT**

Invitation to Tender No.: **2025-001**

Issued: **January 10, 2025**

Submission Deadline: **January 31, 2025, 2:00:00 PM local time**

## **TABLE OF CONTENTS**

---

<b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS .....</b>	<b>3</b>
1.1 Invitation to Bidders .....	3
1.2 ITT Contact .....	4
1.3 Contract for Deliverables .....	5
1.4 ITT Timetable .....	5
1.5 Submission Instructions .....	5
<b>PART 2 – EVALUATION AND AWARD .....</b>	<b>8</b>
2.1 Stages of Evaluation .....	8
2.2 Stage I – Mandatory Submission Requirements .....	8
2.3 Stage II – Mandatory Technical Requirements .....	8
2.4 Stage III – Pricing .....	8
2.5 Selection of Lowest Compliant Bidder .....	9
2.6 Notice to Bidder and Execution of Agreement .....	9
2.7 Failure to Enter into Agreement .....	9
<b>PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS .....</b>	<b>10</b>
3.1 General Information and Instructions .....	10
3.2 Communication after Issuance of ITT .....	36
3.3 Notification and Debriefing .....	37
3.4 Conflict of Interest and Prohibited Conduct .....	38
3.5 Confidential Information .....	41
3.6 Reserved Rights and Limitation of Liability .....	42
3.7 Governing Law and Interpretation .....	44
<b>APPENDIX A – FORM OF AGREEMENT .....</b>	<b>45</b>
<b>APPENDIX B – ITT PARTICULARS .....</b>	<b>75</b>
A. THE DELIVERABLES .....	75
B. SCOPE OF WORK / SPECIFICATIONS .....	75
C. MANDATORY SUBMISSION REQUIREMENTS .....	111
D. MANDATORY TECHNICAL REQUIREMENTS .....	113
E. PRE-CONDITIONS OF AWARD .....	113
F. PRICE EVALUATION METHOD .....	113
<b>APPENDIX C – SUBMISSION FORM .....</b>	<b>115</b>
<b>APPENDIX D – INSURANCE ACKNOWLEDGEMENT LETTER-EXAMPLE .....</b>	<b>116</b>
<b>APPENDIX E – VENDOR PERFORMANCE EVALUATION .....</b>	<b>117</b>
<b>CITY OF CLARENCE-ROCKLAND .....</b>	<b>117</b>

# **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

## **1.1 Invitation to Bidders**

### **1.1.1 Invitation**

This Invitation to Tender (the "ITT") is an invitation by the Corporation of the City of Clarence-Rockland (the "City") to prospective bidders to submit bids for **The Cobbs Lake Bridge Replacement**, as further described in Section A of the ITT Particulars (Appendix B) (the "Deliverables").

Clarence-Rockland is a bilingual and vibrant community with a population of 25,000 located on the Ottawa River, 40km east of Ottawa and 145km west of Montreal. It is a great environment to live and prosper and is one of the fastest growing municipalities in eastern Ontario with an annual average of 175 new homes in addition to commercial and industrial development. The city has a pleasant and enriching lifestyle for all residents. It provides the advantages of an urban and rural area with its open-air amenities and the commodities of a city. The City of Clarence-Rockland is a highly desirable growing community with a wealth of arts, culture, and heritage experiences and strong supporting municipal services. The city of Clarence-Rockland is one of the largest employers of the municipality with 142 full time employees, 145 part time/seasonal employees and 71 volunteer fire fighters.

The intent of this project is to remove and dispose of an existing steel truss & concrete deck superstructure on Du Lac Road, crossing over Cobbs Lake Creek, and to replace it with a new prefabricated steel girder & steel deck superstructure. To accommodate the new superstructure, the existing reinforced concrete abutments are to be extensively rehabilitated and modified, including new deep foundation elements (caisson piles). Work is required along the approach roadways to accommodate the new structure (excavation, backfilling, restoration, grading, fill, approach guiderail, etc.). Road closure gates and rural roadway entrances, needed to accommodate seasonal road closures due to flooding, are also included in the scope. The preceding is not exhaustive of all Work required under this Contract.

### **1.1.2 Bidder Must Be Single Entity**

The bidder must be a single legal entity that, if selected, intends to enter into the contract with the City. If the bid is being submitted jointly by two (2) or more separate entities, the bid must identify only one (1) of those entities as the "bidder". The bidder will be responsible for the performance of the Deliverables.

### **1.1.3 Bidding System Registration**

All bidders must have a vendor account with the City's electronic bidding system at: <https://clarence-rockland.bidsandtenders.ca/> and must be registered as a plan taker for this opportunity. This will enable the bidder to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their bid electronically through the bidding system.

## **1.2 ITT Contact**

To contact the City in relation to this ITT, bidders must initiate the communication electronically through the bidding system. The City will not accept any bidder's communications by any other means, except as specifically stated in this ITT.

For the purposes of this procurement process, the "ITT Contact" will be:

Yves Rousselle C.E.T., Manager of Supply and Processes,  
[yrousselle@clarence-rockland.com](mailto:yrousselle@clarence-rockland.com)

Bidders should only contact the ITT Contact where specifically instructed to in this ITT. All other communication in relation to this ITT, up to and including the submission of the bid, must be through the bidding system, as described above.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the ITT Contact, concerning matters regarding this ITT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder's bid.

### **1.3 Contract for Deliverables**

#### **1.3.1 Type of Contract**

The selected bidder will be required to enter into an agreement with the City for the provision of the Deliverables in the form attached as Appendix A to the ITT (the "Agreement").

#### **1.3.2 Term of Contract**

The term of the Agreement will be in effect until the completion of the Deliverables.

### **1.4 ITT Timetable**

#### **1.4.1 Key Dates**

Issue Date of ITT	January 10, 2025
Deadline for Questions	January 24, 2025, 1:59:59 PM local time
Deadline for Issuing Addenda	January 29, 2025, 1:59:59 PM local time
Submission Deadline	January 31, 2025, 1:59:59 PM local time
Anticipated Execution of Agreement	February 19, 2025
Irrevocability Period	90 calendar days

The ITT timetable is tentative only and may be changed by the City at any time.

#### **1.4.2 Site Visit / Pre-Bid Meeting (if applicable)**

N/A

#### **1.4.3 Public Opening (if applicable)**

N/A

### **1.5 Submission Instructions**

#### **1.5.1 Definitions**

The definitions associated with the ITT are as per the Municipal Procurement By-law 2022-67.

<https://www.clarence-rockland.com/2022-67---Procurement-By-Law--Accessible.pdf>

### **1.5.2 Submission of Bids**

Bids must be submitted electronically through the bidding system at: <https://clarence-rockland.bidsandtenders.ca/>

Submissions by other methods **will not be accepted.**

In the event of any technical issues, bidders should contact the bidding system's technical support at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca) or 1-800-594-4798.

### **1.5.3 Purchasing By-Law 2022-67**

Information about the City's Purchasing By-Law can be found by visiting our web page at,

<https://www.clarence-rockland.com/2022-67---Procurement-By-Law--Accessible.pdf>

### **1.5.4 Bids to Be Submitted on Time**

Bids must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of bids shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Bidders are cautioned that the timing of submission is based on when the bid is received by the bidding system, not when a bid is submitted by a bidder. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, bidders should plan to submit bids well in advance of the Submission Deadline to avoid submitting late due to technical issues. Bidders submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the bidder advising when the bid was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

### **1.5.5 Bids to Be Submitted in Prescribed Format**

Bid materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

### **1.5.6 Amendment of Bids**

Bidders may amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by the bidding system by the Submission Deadline.

### **1.5.7 Withdrawal of Bids**

Prior to the Submission Deadline, bidders may withdraw a submitted bid through the bidding system.

### **1.5.8 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for the Irrevocability Period, as specified in the ITT Timetable, running from the moment that the Submission Deadline passes.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

The city will conduct the evaluation of bids in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the City, be rejected. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix B).

##### **2.2.1 No Amendment to Forms**

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

#### **2.3 Stage II – Mandatory Technical Requirements**

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the City, be rejected. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix B).

#### **2.4 Stage III – Pricing**

Stage III will consist of evaluating the submitted pricing of each compliant bid in accordance with the evaluation method set out in Section F of the ITT Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a bidder's pricing appears to be abnormally low in relation to the Deliverables, the City may require the bidder to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the bidder is unable to satisfactorily account for the abnormally low pricing, the City may reject



the bid. The City may also reject any bid that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing, which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

## **2.5 Selection of Lowest Compliant Bidder**

Subject to the City's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement. In the event of a tie, the selected bidder will be determined by way of a coin toss as per By-Law # 2022-067.

<https://www.clarence-rockland.com/2022-67---Procurement-By-Law---Accessible.pdf>

## **2.6 Notice to Bidder and Execution of Agreement**

Notice of selection by the City to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix B), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the City and may be waived by the City.

## **2.7 Failure to Enter into Agreement**

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the City may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the City.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 ITT Incorporated into Bid**

All of the provisions of this ITT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in this ITT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this ITT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

#### **3.1.2 Bidders to Follow Instructions**

Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

#### **3.1.3 Bids in English**

All bids are to be in English only.

#### **3.1.4 No Incorporation by Reference**

The entire content of the bidder's bid should be submitted in a fixed format, and the content of websites or other external documents referred to in the bidder's bid, but not attached, will not be considered to form part of its bid.

#### **3.1.5 Past Performance**

In the evaluation process, the City may consider the bidder's past performance or conduct on previous contracts with the City or other institutions.

#### **3.1.6 Non-Performance**

- a) The City reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including the level of

quality of Equipment or Services provided and further reserves the right to cancel any or all of the Contract if the Contractor fails to correct deficiencies upon thirty (30) days written notice. The City's evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.

- b) In the event that the Contractor fails or neglects to comply with any condition set out in the Contract, the Contract may be unconditionally cancelled by the City without notice.
- c) The City reserves the right to disqualify, for up to three (3) years, the name of any Contractor for breach of the terms and conditions of this ITT (RFT) or for unsatisfactory performance of the Contract. This disqualification will apply to the terminated Contractor as the Contractor or Proponent on future quotations, tenders, or requests for proposal or as a sub-trade to a Contractor or Contractor on future competitions (quotations, tenders, or proposals) issued by the City. The City also reserves the right to publish the names of all disqualified Contractors in any future quotation, tender or requests for proposal.

### **3.1.7 Contractor Performance**

- a) Following substantial Performance, the Contract Administrator will prepare a report on the performance of the General Contractor. The report will rate performance in various categories including organization, quality of work, public relations, supervisory staff, safety practices, clean up and time for completion. A copy of the completed report will be provided to the contractor.
- b) Performance ratings will be used by the City in analysing future bids by the Contractor. Copies of the report may be provided to other Owners or their agents.
- c) A Contractor who scores a failing grade (<1.99) on their Performance Review will not be eligible to have any City Project Awarded to them as either a General Contractor or a Subcontractor. This suspension period may last for up to three (3) years from the date of the completion of the Failed Project. Any bid submission made during the suspension period will be returned, unopened to the Contractor.
- d) At the outset of a project, the City shall institute a performance evaluation process in all contracts.

- e) The performance evaluation shall rate the performance of the Contractor on standard criteria adopted from time to time. The General Contractor shall be responsible for the performance of his Subcontractors and will be evaluated as such. A copy of the Performance Evaluations and introductory letter shall be provided to the Contractor in advance of the contract and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the Contractor and a copy to the departmental project file. Performance issues must also be noted in any site meeting or project meeting minutes.
- f) The performance evaluation shall determine whether a Contractor will:
  - i. be allowed to bid for future contracts with the City of Clarence-Rockland.
  - ii. be suspended from bidding on any contracts with the City of Clarence-Rockland
- g) No bid will be accepted from any contractor during the term of the suspension. Any bid submitted by the Contractor will be returned, unopened to the address on the bid envelope. If the Contractor is listed as a Subcontractor on another bid, the City will notify the General Contractor that they will be unable to accept the submitted bid unless another Sub Contractor is identified. It is the suspended Contractor's responsibility to notify any General Contractors of their suspension with the City of Clarence-Rockland.
- h) The Contractor may request a debriefing meeting to discuss the evaluation within thirty (30) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the Performance Review rankings should be sent in writing to the Manager of Supply and Processes for review. Only the comments and rankings of the Contractor Performance Review will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained.
- i) Bids will not be accepted by the Contractor for work in the City of Clarence-Rockland as a General or Subcontractor during the review process.

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

### **3.1.6 Information in ITT Only an Estimate**

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this ITT.

### **3.1.7 Bidders to Bear Their Own Costs**

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

### **3.1.8 Bid to be Retained by the City**

The City will not return the bid or any accompanying documentation submitted by a bidder.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the selected bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.10 Covid-19**

N/A

### **3.1.11 Non-Exclusive**

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

### **3.1.12 Interpretation**

The following rules of interpretation apply:

- (a) The term '**best value**' means the most cost efficient and effective manner of supplying the Equipment or Services in the sole and unfettered opinion of the City.
- (b) Where any mention is made to the masculine gender in any part of this ITT (RFT) or the Contract, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.
- (c) Each reference to Provincial legislation in this ITT (RFT), unless otherwise specified, is a reference to the Current Consolidated Statutes of Ontario and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- (d) The words "**shall**", "**will**", and "**must**" used in this ITT (RFT) denote imperative and mean "a requirement having a significant degree of importance to the objective of this ITT (RFT)".
- (e) The words "**should**" or "**may**" used in this ITT (RFT) denotes permissive.
- (f) The word "**and**" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "**or**" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be, however, notwithstanding the foregoing, where the context permits, the word "or" may also

be an inclusive conjunction having the same meaning as the word "and".

### **3.1.13 Negotiation (Pre-Contract Award)**

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

### **3.1.14 Insurance / indemnification**

The following insurance requirements are mandatory for all work undertaken on behalf of the City. The Successful Bidder shall provide the City with an insurance certificate as follows:

3.1.14.1 Commercial General Liability Insurance issued on an occurrence/maximum of \$5 million (annual aggregate for any negligent acts or missions relating to the obligation under the Bid Request). Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; broad-form property damage; owners & Contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; Non-Owned Automobile; cross liability and severability of interest clause. If applicable, the Commercial General Liability Insurance policy shall not contain any exclusions of liability for damage, et. To properties, buildings, or land arising from:

- a. removal of weakening support of any property, building or land, whether such support is natural or otherwise,
- b. use of explosives for blasting.
- c. vibration from pile driving, or caisson work, if minimum coverage for any such loss or damage is \$5 million.

The City shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

3.1.14.2 Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Services covering liability for bodily injury, death, and damage to property, with a limit of not less than \$2 million inclusive for each and every loss.

3.1.14.3 If applicable, Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than \$2 million. If such insurance is written on a claim-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to conclusion of Services provided under this Agreement. The City shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

3.1.14.4 Environmental Impairment Liability with a limit of not less than \$2 million per Incident/Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage, including on-site and off-site clean-up. Coverage shall not be limited to sudden & accidental. If such insurance is issued on a claims-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to conclusion of Services provided under this Agreement. The City shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Named Insured, and the City shall bear no cost towards such deductibles. The Contractor is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the City.

3.1.14.5 N/A

3.1.14.6 The Successful Bidder must provide, at his or its cost, a certificate of insurance verifying the above-noted coverage prior to the effective date of the Contract, to the satisfaction of the City, and in force for the entire Contract period.

3.1.14.7 An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the City a written notice of thirty (30) days.



3.1.14.8 The City reserves the right to assess exposures and add additional insurance requirements were deemed necessary.

3.1.14.9 The Successful Bidder shall indemnify and save harmless the City, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury, sickness, disease or death or to damage to or destruction tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

3.1.14.10 The Successful Bidder agrees to defend, indemnify and save harmless the City from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

\***A letter (Not the Certificate)** from the respondents Insurance Company must accompany the bid confirming that if the respondent is successful that they can provide insurance as outlined in the ITT (RFT). If the letter is not included in the response, the bid may be rejected.

### **3.1.15 Workplace Safety Insurance Board Certificate**

- (a) A certificate from the Workplace Safety Insurance Board (WSIB) shall be provided prior to the commencement of work indicating all payments by the company to the WSIB in conjunction with the Contract have been made, and that the City will not be liable to the WSIB for future payments in connection with the Contractor's fulfilment of the Contract.

- (b) The Contractor shall file a "Certificate of Clearance" from the WSIB prior to commencing the Contract. Clearance Certificates should be renewed every ninety (90) days (minimum) during the term of the Contract.
- (c) The City shall have the right to retain, out of any monies payable by the City to the Contractor under this Contract, the total amount from time to time outstanding of all damage claims by third parties arising out of this Contract which have not been settled by the Contractor or its insurers. For the purposes of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained once the claim has been fully investigated by the WSIB.
- (d) Independent operators (single owner/operators) will be considered for these requirements. As such these operators may be exempt from providing a WSIB Certificate of Clearance.
- (e) However, independent operators will be required to submit a letter from WSIB containing the Independent Operator Identification number issued by the Board. Also, in lieu of a WSIB Certificate of Clearance, independent operators must provide proof that they are covered by a long-term disability insurance policy.

**3.1.16 Occupational Health & Safety Act / Environmental Protection Act**

- (a) Should the provisions of the Occupational Health and Safety Act, apply to the work to be completed under a Contract resulting from this RFT, a contravention of the Occupational Health and Safety Act by the Contractor, subcontractor or Contractor may be considered a breach of this Contract.
- (b) The Contractor shall "take every precaution reasonable in the circumstances" for the protection from injury of City employees, occupants of the site, the general public and workers.
- (c) The Contractor shall provide, erect, and maintain required barricades, warning signs, guard-rails, and light guards in accordance with applicable regulations.
- (d) Except as specified in the Contract, the Contractor will ensure that no additional signs are erected unless approved by the City.

- (e) The Contractor shall remove debris, packaging and waste materials frequently, as directed by the City. The Contractor shall remove from the site and legally dispose of rubbish, waste materials, and any form of hazardous waste (as defined in regulations passed pursuant to the Environmental Protection Act).
- (f) Dust and dirt shall be kept to an acceptable level, as directed by the City. The Contractor shall cover or wet down dry materials and rubbish to prevent blowing dust and debris.
- (g) While on the premises, all hazardous chemical waste shall be properly identified and stored so as not to pose a safety or health hazard to City employees, occupants of the site or the general public.

### **3.1.17 Character of Workers**

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

### **3.1.18 Project Site Working Conditions**

- (a) It is the Contractor's responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

- (b) Details of the site visit, if applicable, are provided in section 1.4.2 of Part 1-Invitation and Submission Instructions. Contractors not attending mandatory site meetings will be disqualified from the bidding process. Tenders received from disqualified Contractors will be returned unopened.

### **3.1.19 Care and Handling**

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

### **3.1.20 Equivalencies**

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

#### Substitutions or Alternatives

- I. The Contract will be based on the content of the Contracting Documents.
- II. Within the Specifications Certain Products or work methods may be referenced by a Manufacturer brand, a common trade name or common work practice. Where such references are made these are to convey to Bidders the City's minimum standard (or benchmark) of acceptable Work. Proposed equivalent Products, meaning from another Manufacturer, or, proposed alternative work methods may be considered by the City as acceptable

equivalents, provided that the technical properties of the Product substitutions or the outcome of the proposed alternative work method can be demonstrated as being equivalent to those set forth in the Contract Document Specifications. Moreover, where substantive compliance of the Evaluation Method can be demonstrated, substitute Products or alternative methods will be accepted by the City.

- III. If, prior to closing of Tenders, a Bidder wishes to tender based on a substitute Product or alternative work method to those described in the Contract Documents, a consideration request must be submitted to the City in writing. Substitution requests should be submitted at least ten (10) calendar days prior to the Tender Closing Date. The City is not obligated to respond to a substitute consideration request received after this time period has elapsed.
- IV. The consideration request shall include the following:
  - a) A description of the proposed Product substitution or alternative work method.
  - b) A direct comparison between the Product or method referenced in the Contract Documents and the proposed substitute Product or alternative work method.
- V. In the event that the City deems the information provided with the request for approval of a substitution to be inadequate the request will be rejected.
- VI. Approval of substitutions of Products or alternative methods will be signified by the issue of an addendum.
- VII. It remains the sole prerogative of the City, to determine the acceptability of Products offered as equivalents to those benchmarked in this RFT, as well as to determine whether any deviation from the City's Specifications, which is inherent in a Product offered as an equivalent to a benchmarked Product, is material enough such to affect Product and/or Equipment performance.
- VIII. The approval or rejection of a proposed equivalent will be made after the Tender Closing Date during the evaluation of the bid at the sole discretion of the City. Should the proposed equivalent be

rejected by the City, the bid will be deemed non-compliant and will not be considered for a contract award. To mitigate this risk, bidders are permitted to submit two separate bids, one based on the use of the material, product, system or brand name specified in the Specifications and one based on the use of a proposed equivalent.

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

### **3.1.21 Terms of Payment**

- (a) Unless alternate payment terms are specified in the Specifications attached to this ITT (RFT), the City will accept billing for 100 percent of the actual value of each element of the Equipment provided or Services performed in each month and accepted by the City. Invoices will be payable by the city 30 days after they are received. Where required by the Construction Act, appropriate monies may be held back until 60 days after successful provision of the Equipment or completion of the Services, as the case may be. Holdback releases are dependent upon the Contractor completing the Statutory Declaration and placing of an advertisement as required under the Construction Act.
- (b) Payments made by the City, including final payment, shall not relieve the Contractor of its obligations or liabilities under the Contract.
- (c) Contractors must note that payments will be made in accordance with the authorized prices and upset limit (estimate) outlined on the purchase order. No other payments will be made without prior express, written justification to and authorization by Purchasing Services.
- (d) Acceptance by the Contractor of the final payment shall constitute a waiver of claims by the Contractor against the City, except those previously made in writing in accordance with the Contract and still unsettled.
- (e) The City shall have the right to withhold from any sum otherwise payable to the Contractor any amount sufficient to remedy any defect or deficiency in the Equipment, pending correction of the deficiencies or any amount sufficient to satisfy any claim the City

has against the Contractor resulting from a previous Contract, a legal proceeding, or unpaid accounts, including property or business taxes.

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

### **3.1.22 Invoice Requirements**

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

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

The City of Clarence-Rockland also accepts electronic invoicing from Contractors. Invoices must be provided in PDF format and sent directly to Accounts Payable at; [AP@Clarence-Rockland.com](mailto:AP@Clarence-Rockland.com)

**HOLD BACK:** The City of Clarence-Rockland reserves the right to retain a hold-back of ten (10) percent of the total amount due on this contract for SIXTY (60) days past completion as security against a Construction lien or other claims.

Holdback Improvements to City lands or buildings valued at more than \$10,000 will have a 10%\* payment hold back in effect for 60 days. This will be released upon confirmation that no liens related to the work have been registered against the City.

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

### **3.1.23 Unpaid account**

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

### **3.1.24 Changes in the Equipment or Services**

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

### **3.1.25 Pricing (Term of Agreement)**

- (a) The Contract term and the pricing shall be as shown in the Information for Contractors – Summary Sheet provided at the front of this RFT.
- (b) Contractors must state a maximum percentage increase for any subsequent years specified for this Contract on the Schedule of Prices attached to this RFT. Ninety (90) days prior to the anniversary date of the Contract, the Contractor(s) must provide a written submission of any proposed price increases for the following year of the Tender (not to exceed the maximum percentage increase bid on the Tender submission). A basis for the proposed price increase must be provided. The City will assume that all prices or annual renewal periods will remain unchanged if not advised by the Contractor within the frame indicated above. Renewal will be subject to Contractors providing revised Certificates of Insurance and WSIB Certificates of Clearance.
- (c) If applicable, the City will issue a blanket purchase order to cover its requirements, against which releases will be made directly by various departments or agencies of the City.
- (d) It will be the responsibility of the Contractor to maintain a suitable stock of materials for prompt delivery when required and to satisfy them that individuals releasing and/or picking up material are in fact City employees.
- (e) Prices bid must include all incidental costs and the Contractor must be satisfied as to the full requirements of the ITT (RFT). No claims for extra work or Equipment or Services will be entertained, and any additional Equipment or Services must be authorized in writing prior to commencement. Should the Contractor require



more information or clarification on any point, it must be obtained prior to the submission of the Tender.

- (f) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any Equipment or Services, prior to delivery or completion of the Equipment or Services, the appropriate increase or decrease in the price of the Equipment or Services, shall be made to compensate for the change as of the effective date. For information regarding the General Transitional Rules for Ontario HST, refer to the Ontario Ministry of Revenue website at [www.rev.gov.on.ca](http://www.rev.gov.on.ca)
- (g) The Contractor shall be responsible for the collection and remittance of all applicable taxes and agrees to hold the City harmless in this regard.
- (h) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the Equipment or Services save and except the Goods and Services Tax and the Provincial Sales Tax, which are extra where applicable.
- (i) The unit price prevails in cases of discrepancies between unit prices and extensions. The City will make all necessary corrections to any Tender that is in error through addition or extension; the corrected value prevailing, and all Contractors shall be bound by such corrections. Where there are obvious errors such as incorrect extensions or misplaced decimals, these will be corrected, and all Contractors shall be bound by such corrections.

### **3.1.26 Unit Price**

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

### **3.1.27 Contract Cancellation**

- (a) The City shall have the right to cancel any uncompleted or unperformed portion of the Equipment or Services or part of them.

In the event of such cancellation, the City and the Contractor shall negotiate a settlement.

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

### **3.1.28 Default by Contractor**

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

### **3.1.29 Samples**

Samples, when required, must be submitted strictly in accordance with the instructions. If samples are requested after opening of Tenders, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Contractor's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the City shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Contractor from its obligations under the Contract.

### **3.1.30 Environmental Concerns**

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

### **3.1.31 Electrical Safety Authority**

N/A

### **3.1.32 Ontarians with Disabilities Act, 2001**

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

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

The City is committed to accessibility principles and to complying with all relevant provincial statutes and regulations enacted thereunder, with

particular regard to but not limited to the Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time as well as all successor and other accessibility-related legislation.

### **3.1.33 Accessibility Standards for Customer Service for Contracted Services**

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

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

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

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

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

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

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

The training is available at <https://www.accessforward.ca/>

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

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

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

### **3.1.34 Tax Arrears**

Firms/individuals having tax arrears exceeding \$10,000 will not be contracted by the City for any new business. Payments owing to firms/individuals with existing contracts, having tax arrears exceeding \$10,000, will be applied to the outstanding taxes, and not forwarded to the firm/individual until all outstanding taxes have been fully paid.

### **3.1.35 Rejection of Bids**

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

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

arrival to the Bid Deposit Box, and regardless of any postal cancellation date that may be imprinted on them.

### **3.1.36 Bid Irregularities**

This list of irregularities should not be considered all-inclusive. The Manager of Supply, in consultation with the requisitioning department, will review minor irregularities not listed and acting in consensus shall have authority to waive other irregularities or grant two (2) business days to initial such irregularities.

Where, at the request of the City, a Bidder has been given two (2) business days to correct an irregularity and the Bidder fails to make such correction within that time period, the Bidder shall be deemed non-compliant, and the Bid rejected without further consideration.

For the purpose of this document, the following shall apply:

- a) Bidder(s) shall also mean Proponent(s)
- b) Bid(s) shall also mean Proposal(s)
- c) Bid Form shall also mean Form of Proposal

### **3.1.37 Liquidated Damages Due to Late Delivery**

The Contractor shall complete this Contract in its entirety by **September 15, 2025.**

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 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 any breach of contract or prevention by the City, or other Contractor of the City or any employee of anyone-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 anyone 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 at least 15 days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the City by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the City with evidence of such amendment of the bonds or other surety.

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

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified previously, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the City the sum of **One thousand (\$1,000.00) Dollars per day** for liquidated damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed and it is agreed that this

amount is an estimate of actual damage to the City which will accrue during the period in excess of the prescribed date of completion.

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

### **3.1.38 Declaration of an Emergency – No Damages**

N/A

### **3.1.39 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.

### **3.1.40 Licenses and Permits**

The successful Contractor will be responsible for applications and fees associated with all licenses 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.

### **3.1.41 Business License**

The successful Contractor will be responsible for submitting an annual valid Clarence-Rockland Business License. The contractor shall also be responsible for applications and fees associated with this License.

### **3.1.42 Evidence of Quality**

It is the Contractor's responsibility to prove their product/service quality meets the City of Clarence-Rockland's requirements and Contractors may be required to submit evidence in a form acceptable to the City. Substitution of materials equipment or methods different from that outlined in the specifications / terms of reference will not be accepted



unless provided for within the bid request document or without the written approval of the City of Clarence-Rockland.

### **3.1.43 Labour Dispute**

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

### **3.1.44 Guaranteed Maintenance and Warranty**

1. Upon completion of the Work, the Contractor shall maintain the Work for a warranty period of Twenty-Four (24) 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.
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.
3. The Contractor shall, before final payment is applied for, to the extent permitted by the manufacturer and Contractor, assign to the City the benefit of any warranty by any manufacturers or Contractors in addition to the warranty as mentioned above.

### **3.1.45 Non-Resident**

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](http://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.

### **3.1.46 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.

### **3.1.47 Copyright**

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

### **3.1.48 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.

### **3.1.49 Contract and Contractor requirements**

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

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

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

### **3.1.50 Follow on Contracts**

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

### **3.1.51 Video Surveillance**

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

## **3.2 Communication after Issuance of ITT**

### **3.2.1 Bidders to Review ITT**

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions, or ambiguities; and
- (b) may direct questions or seek additional information.

in writing through the bidding system on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The City is under no obligation to provide additional information and the City is not responsible for any information provided by or obtained from any source other than the ITT Contact or the bidding system. It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

### **3.2.2 All New Information to Bidders by Way of Addenda**

This ITT may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the City.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify and Clarify**

When evaluating bids, the City may request further information from the bidder or third parties in order to verify or clarify the information provided in the bidder's bid. The response received by the City shall, if accepted by the City, form an integral part of the bidder's bid.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Bidders**

Once the Agreement is executed by the City and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting of the outcome of the procurement process.

### **3.3.2 Debriefing**

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within thirty (30) days of such notification. The ITT Contact will contact the bidder's representative to schedule the debriefing. Debriefings may occur in person at the City's location or by way of conference call or other remote meeting format as prescribed by the City.

### **3.3.3 Procurement Protest Procedure**

Any bidder with concerns about the ITT process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the bidder wishes to challenge the ITT process, it should provide written notice to the ITT Contact within ten (10) days of the debriefing and in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the bidder wishes to challenge.
- (b) a clear explanation of the bidder's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the bidder's contact details, including name, telephone number, and email address.

The City will send an initial response to acknowledge receipt of the bidder's notice and indicate the date by which the City will provide the bidder with a formal response.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
  - (i) having or having access to confidential information of the City in the preparation of its bid that is not available to other bidders;
  - (ii) having been involved in the development of the ITT, including having provided advice or assistance in the development of the ITT.

- (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the ITT.
  - (iv) communicating with any person with a view to influencing preferred treatment in the ITT process (including, but not limited to, the lobbying of decision-makers involved in the ITT process); or
  - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the bidder's other commitments, relationships, or financial interests:
- (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
  - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

The City may disqualify a bidder for any conduct, situation, or circumstances determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the City may be precluded from participating in the ITT process in instances where the City has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

### **3.4.3 Disqualification for Prohibited Conduct**

The City may disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the City determines that the bidder has engaged in any conduct prohibited by this ITT.

### **3.4.4 Prohibited Bidder Communications**

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix C).

### **3.4.5 Bidder Not to Communicate with Media**

Bidders must not, at any time directly or indirectly, communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of the ITT Contact.

### **3.4.6 No Lobbying**

Bidders must not, in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected bidder(s).

### **3.4.7 Illegal or Unethical Conduct**

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this ITT.

### **3.4.8 Supplier Suspension**

The City may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above.



- (b) the refusal of the supplier to honour its submitted pricing or other commitments.
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the City's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the City will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the City in making its final decision.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of the City**

All information provided by or obtained from the City in any form in connection with this ITT either before or after the issuance of this ITT:

- (a) is the sole property of the City and must be treated as confidential.
- (b) is not to be used for any purpose other than replying to this ITT and the performance of the Agreement.
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the bidder to the City immediately upon the request of the City.

#### **3.5.2 Confidential Information of Bidder**

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the ITT process, including the evaluation

of bids. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.

### **3.5.3 Disclosure**

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

## **3.6 Reserved Rights and Limitation of Liability**

### **3.6.1 Reserved Rights of the City**

The City reserves the right to

- (a) make public the names of any or all bidders.
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT.
- (c) request written verification or clarification from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid.
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price, and transition costs arising from

the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;

- (e) reject a bid that contains abnormally low or unbalanced pricing.
- (f) waive formalities and accept bids that substantially comply with the requirements of this ITT.
- (g) verify with any bidder or with a third party any information set out in a bid.
- (h) check references other than those provided by any bidder.
- (i) disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process.
- (j) select a bidder other than the bidder whose bid reflects the lowest cost to the City.
- (k) cancel this ITT process at any stage.
- (l) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables.
- (m) accept any bid in whole or in part; or
- (n) reject any or all bids.

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

By submitting a bid, each bidder agrees that,

- (a) neither the City nor any of its employees, officers, agents, elected or appointed officials, advisors, or representatives will be liable, under any circumstances, for any claim arising out of this ITT process, including, but not limited to, costs of preparation of the bid, loss of profits, loss of opportunity, or for any other claim; and

- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit, or loss of opportunity by reason of the City's decision to not accept the bid submitted by the bidder, to enter into an agreement with any other bidder, or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the ITT Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision).
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the City; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

### **BETWEEN:**

**The Corporation of the City of Clarence-Rockland**

(Referred to as the "City")

### **AND:**

**[\*INSERT FULL LEGAL NAME OF SUPPLIER\*]**

(Referred to as the "Supplier")

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

#### **1. Contract Documents**

The contract between the parties in respect of:

##### **2025-001 Cobbs Lake Bridge Replacement**

is comprised of the following documents, which are collectively referred to as the "Contract":

- (a) this Agreement.
- (b) the Schedule of Deliverables, Rates, and Specific Provisions, attached hereto as Schedule 1.
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2.
- (d) the **2025-001 Cobbs Lake Bridge Replacement**, including any addenda, (the "Solicitation Document"); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the "Supplier's Submission").

#### **2. Interpretive Value of Contract Documents**

Any ambiguity, conflict, or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first-mentioned document shall prevail notwithstanding any term or aspect of a later-mentioned document.

**3. Execution**

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written below.

**The Corporation of the City of Clarence-Rockland**

Signature:

Name: Julian Lenhart

Title: Director of Community Development

Date of Signature:

I have the authority to bind the City.

**[\*\*Insert Supplier's Full Legal Name\*\*]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

## **Schedule 1 – Schedule of Deliverables, Rates, and Specific Provisions**

### **A. Description of Deliverables**

This project is to remove and dispose of an existing steel truss & concrete deck superstructure on Du Lac Road, crossing over Cobbs Lake Creek, and to replace it with a new prefabricated steel girder & steel deck superstructure. To accommodate the new superstructure, the existing reinforced concrete abutments are to be extensively rehabilitated and modified, including new deep foundation elements (caisson piles). Work is required along the approach roadways to accommodate the new structure (excavation, backfilling, restoration, grading, fill, approach guiderail, etc.). Road closure gates and rural roadway entrances, needed to accommodate seasonal road closures due to flooding, are also included in the scope. The preceding is not exhaustive of all Work required under this Contract.

### **B. Rates and Disbursements**

#### **B.1 Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by the City to the Supplier under the Contract shall not exceed [\*insert maximum contract amount\*] (\$xxx).

#### **B.2 Personnel and Rates**

N/A

### **C. Payment Terms**

The payment terms for the Contract are as follows: Monthly invoices payment on approved works.

### **D. City and Supplier Representatives**

The City Representative and contact information for the Contract is:

Alain Beaulieu, Project Coordinator, \*insert name and title of the City's representative in charge of the contract and contact details, including mailing address and email address\*]

The Supplier Representative and contact information for the Contract is:

[\*insert name and title of Supplier's representative in charge of the contract and contact details, including mailing address and email address\*]

**E. Term of Contract**

The Contract shall take effect on the date of the signage of the Client Service Agreement CSA (the "Effective Date") and shall be in effect until the completion of the work Scheduled for September 15, 2025. (the "Expiry Date"), unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law (the "Term").

**F. Specific Provisions**

N/A



## Schedule 2 – Standard Terms and Conditions

### Index

#### **Article 1 – Interpretation**

1.01 Defined Terms

#### **Article 2 – General Provisions**

- 2.01 No Indemnities from the City
- 2.02 Entire Contract
- 2.03 Severability
- 2.04 Failure to Enforce Not a Waiver
- 2.05 Changes by Written Amendment Only
- 2.06 Force Majeure
- 2.07 Notices by Prescribed Means
- 2.08 Governing Law

#### **Article 3 – Nature of Relationship Between City and Supplier**

- 3.01 Supplier’s Power to Contract
- 3.02 Representatives May Bind the Parties
- 3.03 Supplier Not a Partner, Agent, or Employee
- 3.04 Non-Exclusive Contract, Work Volumes
- 3.05 Responsibility of Supplier
- 3.06 No Subcontracting or Assignment
- 3.07 Duty to Disclose Change of Control
- 3.08 Conflict of Interest
- 3.09 Contract Binding

#### **Article 4 – Performance by Supplier**

- 4.01 Commencement of Performance
- 4.02 Deliverables Warranty
- 4.03 Health and Safety
- 4.04 Shipment of Goods
- 4.05 Use and Access Restrictions
- 4.06 Notification by Supplier of Discrepancies
- 4.07 Change Requests
- 4.08 Pricing for Requested Changes
- 4.09 Performance by Specified Individuals Only
- 4.10 Time
- 4.11 Rights and Remedies Not Limited to Contract

#### **Article 5 – Payment for Performance and Audit**

- 5.01 Payment According to Contract Rates
- 5.02 Hold Back or Set Off
- 5.03 No Expenses or Additional Charges
- 5.04 Payment of Taxes and Duties
- 5.05 Withholding Tax
- 5.06 Interest on Late Payment
- 5.07 Document Retention and Audit

#### **Article 6 – Confidentiality**

- 6.01 Confidentiality and Promotion Restrictions
- 6.02 City Confidential Information
- 6.03 Restrictions on Copying
- 6.04 Notice of Breach
- 6.05 Injunctive and Other Relief
- 6.06 Notice and Protective Order
- 6.07 Records and Legislative Compliance
- 6.08 Survival

#### **Article 7 – Intellectual Property**

- 7.01 City Intellectual Property
- 7.02 No Use of City Insignia
- 7.03 Ownership of Intellectual Property
- 7.04 Supplier’s Grant of License
- 7.05 No Restrictive Material in Deliverables
- 7.06 Third-Party Intellectual Property
- 7.07 Survival

#### **Article 8 – Indemnity and Insurance**

- 8.01 Supplier Indemnity
- 8.02 Insurance
- 8.03 Proof of Insurance
- 8.04 Workplace Safety and Insurance

#### **Article 9 – Termination, Expiry, and Extension**

- 9.01 Immediate Termination of Contract
- 9.02 Dispute Resolution by Rectification Notice
- 9.03 Termination on Notice
- 9.04 Supplier’s Obligations Upon Termination
- 9.05 Supplier’s Payment Upon Termination
- 9.06 Termination in Addition to Other Rights
- 9.07 Expiry and Extension of Contract
- 9.08 Evaluation of Performance

## **ARTICLE 1 – INTERPRETATION**

### **1.01 Defined Terms**

When used in the Contract, the following words or expressions have the following meanings:

**“Authority”** means any government authority, agency, body, or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies, and departments.

**“Business Day”** means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the City has elected to be closed for business;

**“City Confidential Information”** means all information of the City that is of a confidential nature, including all confidential information in the custody or control of the City, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed, or embodied, which comes into the knowledge, possession, or control of the Supplier in connection with the Contract. For greater certainty, City Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the City, the Supplier, or any third party; (ii) all information (including Personal Information) that the City is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the City or to any third party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

**“City Representative”** is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where: (a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or

indirectly, that may have given it an unfair advantage, including, but not limited to: (i) having access to information that is confidential to the City and not available to other bidders, proponents, or respondents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Supplier's other commitments, relationships, or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its contractual obligations;

**"Deliverables"** means everything developed for or provided to the City in the course of performing under the Contract or agreed to be provided to the City under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, as further defined, but not limited by, Schedule 1, including, but not limited to, any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation, and other materials, however recorded, developed, or provided;

**"Effective Date"** is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions).

**"Expiry Date"** is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions).

**"Indemnified Parties"** means the City and the City's officials, directors, officers, agents, employees, and volunteers.

**"Industry Standards"** include, but are not limited to: (a) the provision of any and all labour, supplies, equipment, and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the City;

**“Intellectual Property”** means any intellectual, industrial, or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial, or proprietary rights protected or protectable by legislation, by common law, or at equity.

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended.

**“Newly Created Intellectual Property”** means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract.

**“Person”**, if the context allows, includes any individuals, persons, firms, partnerships, or corporations, or any combination thereof.

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding.

**“Rates”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

**“Record”** means any recorded information, including any Personal Information, in any form: (a) provided by the City to the Supplier, or provided by the Supplier to the City, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract.

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them.

**“Supplier Representative”** is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

**“Supplier’s Intellectual Property”** means Intellectual Property owned by the Supplier prior to its performance under the Contract or

created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

**“Term”** is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions); and

**“Third-Party Intellectual Property”** means any Intellectual Property owned by a party other than the City or the Supplier.

## **ARTICLE 2 – GENERAL PROVISIONS**

### **2.01 No Indemnities from the City**

Notwithstanding anything else in the Contract, any express or implied reference to the City providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the City beyond the obligation to pay the Rates in respect of Deliverables accepted by the City, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

### **2.02 Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral, or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

### **2.03 Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### **2.04 Failure to Enforce Not a Waiver**

Any failure by the City to insist in one (1) or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the City of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

### **2.05 Changes by Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the

absence of such an amendment. Any such written changes shall be included in the definition of Contract.

#### **2.06 Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract, where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection, and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance, and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law, or in equity.

#### **2.07 Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, or email, and shall be addressed to, respectively, the City Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

#### **2.08 Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN CLIENT AND SUPPLIER**

### **3.01 Supplier’s Power to Contract**

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the City under the Contract.

### **3.02 Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

### **3.03 Supplier Not a Partner, Agent, or Employee**

The Supplier shall have no power or authority to bind the City or to assume or create any obligation or responsibility, express or implied, on behalf of the City. The Supplier shall not hold itself out as an agent, partner, or employee of the City. Nothing in the Contract shall have the effect of creating an employment, partnership, or agency relationship between the City and the Supplier or any of the Supplier’s directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors.

### **3.04 Non-Exclusive Contract, Work Volumes**

The Supplier acknowledges that it is providing the Deliverables to the City on a non-exclusive basis. The City makes no representation regarding the volume of goods and services required under the Contract. The City reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

### **3.05 Responsibility of Supplier**

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers, and subcontractors. This paragraph is in addition to any and all of the Supplier’s liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims, or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals

and entities. This paragraph shall survive the termination or expiry of the Contract.

### **3.06 No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the City. Such consent shall be in the sole discretion of the City and subject to the terms and conditions that may be imposed by the City. Without limiting the generality of the conditions which the City may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates, or volunteers and the City.

### **3.07 Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control, the Supplier shall immediately disclose such change in control to the City and shall comply with any terms and conditions subsequently prescribed by the City resulting from the disclosure.

### **3.08 Conflict of Interest**

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the City without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the City to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the City may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the City to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the City. This paragraph shall survive any termination or expiry of the Contract.

### **3.09 Contract Binding**

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators, and their permitted assigns.

## **ARTICLE 4 – PERFORMANCE BY SUPPLIER**

### **4.01 Commencement of Performance**



The Supplier shall commence performance upon receipt of written instructions from the City.

#### 4.02 **Deliverables Warranty**

The Supplier hereby represents and warrants that the Deliverables shall be: (a) provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (b) free from defects in material, workmanship, and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (i) the Contract; (ii) Industry Standards; and (iii) Requirements of Law. If any of the Deliverables, in the opinion of the City, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the City in a rectification notice.

#### 4.03 **Health and Safety**

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations, and standards in relation to the performance of the Supplier's obligations under the Contract. The Supplier shall provide the City with evidence of the Supplier's compliance with this section upon request by the City.

#### 4.04 **Shipment of Goods**

To the extent that the Deliverables include the shipment of goods to the City, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the City's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage, or customs brokerage charges, shall be paid by the City, unless specifically agreed by the City in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the City. Receipt of the Deliverables at the City's location does not constitute acceptance of the Deliverables by the City. The Deliverables are subject to the City's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the City, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the City in a rectification notice.

#### 4.05 **Use and Access Restrictions**

The Supplier acknowledges that unless it obtains specific written preauthorization from the City, any access to or use of the City property, technology, or information that is not necessary for the performance of its contractual obligations with the City is strictly prohibited. The Supplier further acknowledges that the City may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

#### 4.06 **Notification by Supplier of Discrepancies**

During the Term, the Supplier shall advise the City promptly of: (a) any contradictions, discrepancies, or errors found or noted in the Contract; (b) supplementary details, instructions, or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

#### 4.07 **Change Requests**

The City may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable City change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with a change request, it shall promptly notify the City and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

#### 4.08 **Pricing for Requested Changes**

Where a City change request includes an increase in the scope of the previously contemplated Deliverables, the City shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request: (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the City and the Supplier within a reasonable period of time, and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

**4.09 Performance by Specified Individuals Only**

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the City, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

**4.10 Time**

Time is of the essence of the Contract.

**4.11 Rights and Remedies Not Limited to Contract**

The express rights and remedies of the City and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the City or any other obligations of the Supplier at law or in equity.

**ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT**

**5.01 Payment According to Contract Rates**

The City shall, subject to the Supplier’s compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

**5.02 Hold Back or Set Off**

The City may hold back payment or set off against payment if, in the opinion of the City acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

**5.03 No Expenses or Additional Charges**

There shall be no other charges payable by the City under the Contract to the Supplier other than the Rates established under the Contract.

**5.04 Payment of Taxes and Duties**

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

**5.05 Withholding Tax**

The City shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

**5.06 Interest on Late Payment**

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate in effect on the date that the payment went into arrears.

**5.07 Document Retention and Audit**

For seven (7) years after the expiration or termination of the Contract, the Supplier shall maintain all necessary records to substantiate: (a) all charges and payments under the Contract; and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Supplier shall permit and assist the City in conducting audits of the operations of the Supplier to verify (a) and (b) above. The City shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

**ARTICLE 6 – CONFIDENTIALITY**

**6.01 Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Contract shall be at the sole discretion of the City. The City may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the City without the prior written consent of the City. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly, communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the City.

**6.02 City Confidential Information**

During and following the Term, the Supplier shall: (a) keep all City Confidential Information confidential and secure; (b) limit the disclosure of City Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit,

or use any City Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the City; and (ii) in respect of any City Confidential Information about any third party, the written consent of such third party; (d) provide City Confidential Information to the City on demand; and (e) return all City Confidential Information to the City on or before the expiry or termination of the Contract, with no copy or portion kept by the Supplier.

#### **6.03 Restrictions on Copying**

The Supplier shall not copy any City Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

#### **6.04 Notice of Breach**

The Supplier shall notify the City promptly upon the discovery of loss, unauthorized disclosure, unauthorized access, or unauthorized use of City Confidential Information.

#### **6.05 Injunctive and Other Relief**

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the City or to any third party to whom the City owes a duty of confidence, and that the injury to the City or to any third party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the City is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of this Article.

#### **6.06 Notice and Protective Order**

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors become legally compelled to disclose any City Confidential Information, the Supplier will provide the City with prompt notice to that effect in order to allow the City to seek one (1) or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the City and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of City Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the City) that such City Confidential Information is

confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such City Confidential Information subject to those terms and conditions.

#### **6.07 Records and Legislative Compliance**

The Supplier and the City acknowledge and agree that *MFIPPA* applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees: (a) to keep Records secure; (b) to provide Records to the City within seven (7) calendar days of being directed to do so by the City for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the City determines, in its sole discretion, that access is permitted under *MFIPPA* and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose, or destroy any Personal Information for any purposes that are not authorized by the City; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction, or intermingling with other records and databases and to implement, use, and maintain the most appropriate products, tools, measures, and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a City representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the City would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the City may be disclosed by the City where it is obligated to do so under *MFIPPA*, by an order of a court or tribunal, or pursuant to a legal proceeding, and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

#### **6.08 Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

### **ARTICLE 7 – INTELLECTUAL PROPERTY**

#### **7.01 City Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title, and interest in and to all concepts, techniques, ideas, information,

and materials, however recorded, (including images and data) provided by the City to the Supplier shall remain the sole property of the City at all times.

**7.02 No Use of City Insignia**

The Supplier shall not use any insignia or logo of the City, except where required to provide the Deliverables, and only if it has received the prior written permission of the City to do so.

**7.03 Ownership of Intellectual Property**

The City shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the City, and the City accepts every right, title, and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time, and irrevocably waives in favour of the City all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the City a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the City.

**7.04 Supplier's Grant of License**

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the City a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce, and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors, or sub-contractors, to do any of the former on behalf of the City.

**7.05 No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the City to modify, further develop, or otherwise use the Deliverables in any way that the City deems necessary, or that would prevent the City from entering into any contract with any contractor other than the Supplier for the modification, further development of, or other use of the Deliverables.

**7.06 Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and

warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

**7.07 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

**ARTICLE 8 – INSURANCE / INDEMNIFICATION**

8.01 The following insurance requirements are mandatory for all work undertaken on behalf of the City. The Successful Bidder shall provide the City with an insurance certificate as follows:

3.01.1 Commercial General Liability Insurance issued on an occurrence/maximum of \$5 million (annual aggregate for any negligent acts or missions relating to the obligation under the Bid Request). Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; broad-form property damage; owners & Contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; Non-Owned Automobile; cross liability and severability of interest clause. If applicable, the Commercial General Liability Insurance policy shall not contain any exclusions of liability for damage, et. To properties, buildings, or land arising from:

- a. removal of weakening support of any property, building or land, whether such support is natural or otherwise,
- b. use of explosives for blasting.
- c. vibration from pile driving, or caisson work, if minimum coverage for any such loss or damage is \$5 million.

The City shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

3.01.2 Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Services covering liability for bodily injury, death, and damage to property, with a limit of not less than \$2 million inclusive for each and every loss.

3.01.3 If applicable, Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than \$2 million. If such insurance is written on a claim-made basis, the policy shall contain a



twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to conclusion of Services provided under this Agreement. The City shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

3.01.4 Environmental Impairment Liability with a limit of not less than \$2 million per Incident/Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage, including on-site and off-site clean-up. Coverage shall not be limited to sudden & accidental. If such insurance is issued on a claims-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to conclusion of Services provided under this Agreement. The City shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Named Insured, and the City shall bear no cost towards such deductibles. The Contractor is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the City.

3.01.5 N/A

3.01.6 The Successful Bidder must provide, at his or its cost, a certificate of insurance verifying the above-noted coverage prior to the effective date of the Contract, to the satisfaction of the City, and in force for the entire Contract period.

3.01.7 An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the City a written notice of thirty (30) days.

3.01.8 The City reserves the right to assess exposures and add additional insurance requirements were deemed necessary.

3.01.9 The Successful Bidder shall indemnify and save harmless the City, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury, sickness, disease or death or to damage to or destruction tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors,

omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

3.01.10 The Successful Bidder agrees to defend, indemnify and save harmless the City from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

#### **8.02 Proof of Insurance**

The Supplier shall provide the City with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Supplier shall provide the City with renewal replacements on or before the expiry of any such insurance. Upon the request of the City, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the City and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

#### **8.03 Workplace Safety and Insurance**

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable, will provide proof of valid coverage by means of a current clearance certificate to the City upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify the City for any and all liability, loss, costs, damages, and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

## **ARTICLE 9 – TERMINATION, EXPIRY, AND EXTENSION**

### **9.01 Immediate Termination of Contract**

The City may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between City and Supplier); (d) the Supplier, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the City; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the City; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law or events of termination by operation of law.

### **9.02 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the City may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the City. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the City may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the City to immediately terminate the Contract.

### **9.03 Termination on Notice**

The City reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

### **9.04 Supplier's Obligations on Termination**

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law: (a) at the request of the City, provide the City with any completed or partially completed Deliverables; (b) provide the City with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the City

pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the City to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the City, including, but not limited to, instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

**9.05 Supplier’s Payment Upon Termination**

On termination of the Contract, the City shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the City may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

**9.06 Termination in Addition to Other Rights**

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the City under the Contract, at law or in equity.

**9.07 Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the City exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions, and covenants contained in the Contract. The option shall be exercisable by the City giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

**9.08 Evaluation of Performance**

The Supplier will be subject to a performance evaluation during the course of and/or at the conclusion of the assignment.

In the event that the Supplier fails to perform its obligations under the Contract, the City may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities.

## Supplementary Terms and Conditions

The following Supplementary Terms and Conditions are hereby added to the City's Standard Terms and Conditions. In the event of any conflict between these Supplementary Terms and Conditions and the Standard Terms and Conditions, these Supplementary Terms and Conditions shall govern.

In these Supplementary Terms and Conditions:

- the term "Contractor" means the Supplier, as further defined in the Contract; and
- the term "Health and Safety Legislation" includes Ontario's Occupational Health and Safety Act ("OHSA") and its Regulations, Ontario's Workplace Safety and Insurance Act and its Regulations, and any other applicable health and safety laws, regulations, codes, by-laws and standards.

### 1. Health and Safety Legislation

The Contractor shall:

- (a) be the designated "constructor", as defined in the OHSA, for the work site and shall fulfill the responsibilities of the position under the OHSA and its Regulations and any other Health and Safety Legislation.
- (b) ensure that its employees are properly trained in all aspects of workplace safety and health, as it relates to the services contemplated by the Contract.
- (c) comply with and ensure that the persons assigned to provide the Deliverables under the Contract comply with and adhere to all Health and Safety Legislation; and
- (d) give immediate notice by telephone or personal communication to the City as to any damage or injury, or threat of damage or injury, to persons or property during the performance of the services contemplated by this contract.

The Contractor's failure to comply with any of the above requirements shall be cause for either immediate termination or suspension of the Contract until the deficiency, in the opinion of the City and/or the

Workplace Safety and Insurance Board (“WSIB”), is rectified at no cost to the City.

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 any Health and Safety Legislation by the Contractor or any of its subcontractors shall 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 this Contract or any other contract whatsoever.

## **2. WSIB Assessments**

The Contractor shall, at all times, pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act* and its Regulations. Upon failure to do so, the City may withhold an amount equal to any unpaid assessment or compensation from monies due, or to become due, to the Contractor. The City shall not release such withheld funds until the Contractor provides it a statutory declaration that all assessments and any compensation payable to the WSIB have been paid.

## **3. Supervisor and Subcontractors**

Prior to commencing the work, the Contractor shall identify to the City the designated work site supervisor, the designated health and safety representative, any subcontractors, and any additional personnel representing the Contractor, along with their respective roles and responsibilities in the performance of the Deliverables.

## **4. Contractor’s Lawful Obligations to its Subcontractors**

The Contractor shall comply with the *Construction Act* and its Regulations, and other applicable statute and regulation, and discharge its lawful obligations to its subcontractors. The Contractor shall satisfy any claims against the Contractor or the City by its subcontractors. The issuance of the final payment shall not be construed as a representation that the City has made any examination to ascertain:

- (i) how and for what purpose the Contractor has used the monies paid to the Contractor in accordance with the terms of the Contract; or
- (ii) whether the Contractor has discharged the obligations imposed on the Contractor by the *Construction Act* or any Health and

Safety Legislation, noncompliance with which may render the City personally liable for the Contractor's default.

This paragraph 4 shall survive any termination or expiry of the Contract.

## **5. Co-operation of the Contractor**

The City may perform, or retain or permit others to perform other work on or near the work site and may permit public utility companies and others to do work on or near the work site during the Contractor's performance of the Deliverables. The Contractor shall conduct and schedule the performance of the Deliverables and co-operate with those other parties so as to cause as little interference as possible with any such other work being carried out.

## **6. Licenses and Permits**

The Contractor shall obtain and hold throughout the term of the Contract any and all permits, approvals, and licenses required by any municipal, provincial, or federal government or authority having jurisdiction over the whole, or any part of, the Deliverables to be performed by the Contractor pursuant to the Contract. The Contractor shall provide the City with copies upon request.

## **7. Protection of the Work and the City's Property**

The Contractor shall observe all of the City's procedures with regard to the security of the facility where the Deliverables contemplated by this Contract are performed and shall adequately protect the work, property, and premises of the City. The Contractor shall be responsible for any damages due to any negligent act of the Contractor's employees, agents, contractors, subcontractors and those others for whom the Contractor is responsible.

## **8. Risk and Indemnity**

The Contractor shall bear all risk of loss or damage from any cause, which may occur to any part or portion of the Deliverables, until the Deliverables have been completely accepted by the City in writing.

If any loss or damage occurs to the Deliverables before the City accepts the Deliverables in writing, the Contractor shall immediately repair or re-execute any damaged part of the Deliverables at the Contractor's expense.

## **9. Condition of Site**

The Contractor shall confine all work to the site. The Contractor shall keep the site free from accumulations of waste material or rubbish caused by the Contractor's activities during the performance of the Deliverables and shall remove all rubbish from the site and the vicinity upon the completion of the work.

## **10. Specifications and Materials**

The Contractor shall carefully study and compare all specifications, drawings, and other instructions relating to the performance of the Deliverables and comply with the requirements of the Contract. The Contractor shall not substitute any supplies or materials where a specific brand or model has been specified in the Contract without first obtaining written approval from the City.

## **11. Inspections and Warranty**

The Contractor shall complete all of the Deliverables to the satisfaction of the City and in accordance with timelines set out in the Contract. The Contractor shall permit the City Representative and all others authorized by the City, from time to time, at all times to have access to the work for the purposes of inspecting the work. The Contractor shall uncover any work for examination as required by the City at the Contractor's expense when the work has been previously covered up without prior approval or consent from the City.

The Contractor shall rectify any defective or deficient work at the Contractor's own expense to the satisfaction of the City from the date on which the Contractor commences the work pursuant to the Contract to the completion date and for a warranty period of one (1) year after the completion date. An inspection by the City Representative does not relieve the Contractor of responsibility for the quality of the work, or from any obligation to perform the work in accordance with the requirements of this Contract.

During the warranty period, if the Contractor fails to comply with the direction from the City to rectify any defective or deficiency within five (5) calendar days, or immediately in the case of an emergency, the City may draw upon any maintenance security it is holding and complete the required work at the Contractor's expense. Should any part of the Deliverables be repaired or replaced during the warranty period, a new warranty under the same conditions and for the same period as



specified herein shall commence at the completion of the repair or replacement.

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

The Contractor shall, to the extent permitted by the manufacturer and/or supplier, assign to the City the benefit of any warranty by any manufacturers and/or suppliers in addition to the warranty as mentioned above.

This paragraph 11 shall survive any termination or expiry of the Contract.

## **12. Completion of the Deliverables**

Completion of the Deliverables occurs when the City Representative determines that the Deliverables have been completed in accordance with this Contract and the City accepts the Deliverables in writing. The City shall not accept the Deliverables in writing unless and until the Contractor.

(a) has cleaned up and restored the work site to the satisfaction of the city; and

(b) has rectified any defects as identified in writing by the City.

## **13. Extension of the Completion Date**

If the Contractor fails to complete the Deliverables in accordance with the timelines set out in the Contract, the City may elect to do the following:

(a) extend the completion date by a written notice to the Contractor;  
or

(b) terminate the Contract in accordance with Article 9 of the City's Standard Terms and Conditions.

## **14. Payment Terms**

The Contractor shall submit a monthly invoice for Deliverables completed to date in accordance with the payment schedule set out in the Contract.

The City may adjust any invoice to reflect the City Representative's estimate of the work completed satisfactorily as of the invoice date. Notwithstanding any other provision of the Contract, the Contractor shall not receive any payment from the City for any unacceptable work, unauthorized work, economic loss or loss of profits.

All payments under this Contract shall be subject to the holdback and other provisions of the *Construction Act*.

Payments under this Contract may also be subject to holdback for any maintenance security provided for in this Contract.

The Contractor acknowledges that payments do not represent a final evaluation or acceptance of the work by the City.

## **15. Construction Act Holdback**

The release of the holdback shall be in accordance with the requirements of the *Construction Act*.

Prior to release of the holdback the Contractor shall submit to the City the following documents:

- (a) Workplace Safety and Insurance City Certificate of Clearance dated after the commencement of the 60-day lien period.
- (b) a Standard Statutory Declaration; and
- (c) proof of publication of certification of substantial performance under Section 32 of the *Construction Act*.

Subject to the *Construction Act*, upon expiration of the 60-day lien period and confirmation that the Contract is free of liens or unsettled claims, the lien holdback shall be released.

## **16. Maintenance Security Holdback**

The City will retain a maintenance security holdback, which is at no time a part of the statutory holdback under the *Construction Act*, in the amount of 2.5% of monies otherwise payable under the Contract.

The 2.5% maintenance security, less any deductions made therefrom in accordance with the Contract, shall be released at the end of the warranty period, provided that there are no outstanding maintenance and warranty issues.

## **APPENDIX B – ITT PARTICULARS**

### **A. THE DELIVERABLES**

The intent of this project is to remove and dispose of an existing steel truss & concrete deck superstructure on Du Lac Road, crossing over Cobbs Lake Creek, and to replace it with a new prefabricated steel girder & steel deck superstructure. To accommodate the new superstructure, the existing reinforced concrete abutments are to be extensively rehabilitated and modified, including new deep foundation elements (caisson piles). Work is required along the approach roadways to accommodate the new structure (excavation, backfilling, restoration, grading, fill, approach guiderail, etc.). Road closure gates and rural roadway entrances, needed to accommodate seasonal road closures due to flooding, are also included in the scope. The preceding is not exhaustive of all Work required under this Contract.

Quantities and individual pay items for the Work under this Contract are included in the Bid Form.

### **B. SCOPE OF WORK / SPECIFICATIONS**

General mobilization to the site and closure of the road shall not commence before July 1, 2025. There are some specific aspects of the Work to be completed before this date; refer to:

Item-Specific Special Provisions

- SPI.03 Temporary Portable Variable Message Signs (PVMS);
- SPI.04 Environmental Protection / Erosion & Sediment Control, including Temporary Turtle Exclusion Fencing; and
- SPI.05 Remove Existing Tree at Northeast Corner of Structure

All works shall be completed no later than September 15, 2025.

#### **1. General Conditions of the Contract and General Construction Specifications**

- (a) The Ontario Provincial Standard General Conditions of Contract, OPSS.MUNI 100, dated November 2024, will be used for the duration of this contract including the following additions/amendments as noted below and part of this Bid Request document.
- (b) It shall be the Successful Bidder's responsibility to obtain the latest version of the General Conditions of Contract for construction and all specifications and provisions listed below as well as any others

mentioned within the Bid Request Document or required to complete the Work.

- (c) "Ontario Provincial Standards for Roads and Public Works Volume 7: Municipal Oriented OPS General Conditions of Contract and General & Construction Specifications", Ontario Provincial Standard Drawings (OPSD), MTO Drawings (MTODs), and the MTO Designated Sources for Materials (DSM) lists, may be accessed electronically through the following address:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/TechnicalPublications.aspx>

## 2. Supplementary General Conditions

### Definitions

- (a) GC 1.04 shall be amended by the addition of the following to the definition of "Contract Administrator":

*The terms "Contract Administrator" and "Engineer" shall be used interchangeably.*

- (b) GC 1.04 shall be amended by the addition of the following definition:

***Provisional Item:*** *Provisional Items are identified works which may or may not be required from completion of the Work called for under the Contract. The Contractor shall only complete the works covered under Provision Items if explicitly directed to do so by the Contract Administrator. Quantities associated with provisional items as indicated on the bid form are estimated only and are subject to change at the sole discretion of the Contract Administrator; Provisional Items are not subject to GC 8.01.02. Should the Contractor be directed to perform works identified for payment as Provisional Items, an application under GC 3.06 for an Extension of Contract Time will not be considered by the Owner unless the quantity completed exceeds the estimated quantity on the bid form, in which case consideration of an Extension of Contract Time will only be made for the excess quantities.*

- (c) GC 1.04 shall be amended by deletion of the definition for "Substantial Performance" and replacement of the definition with the following:

***Substantial Performance:*** *has the meaning as set out in the Construction Act, R.S.O. 1990, c. C.30, as amended. The improvement to be made under a Contract shall not be considered as "ready for use"*

*nor "being used for the purposes intended" until all the following conditions are met:*

- (i) All utility services are being used for the purposes intended.*
- (ii) All sidewalks and curbs have been constructed or restored.*
- (iii) All road surfaces have been constructed to finished roadway grade (if the finished road is to be unpaved) or base lift of asphalt (if the finished road is to be paved).*
- (iv) Grassed areas on public property are rough graded.*
- (v) An inspection of the project site has been conducted by the Contract Administrator and/or Owner and the Contractor's representative and a complete list of deficiencies has been generated and the list forwarded to the Contract Administrator and the Contractor.*

### **Reliance on Contract Documents**

- (a) GC 2.01.01 shall be amended by the deletion of its text and replacement with the following:

.01 The subsurface information provided in the Contract Documents is for reference purposes only. The information shall not be considered to be an accurate identification of subsurface conditions or underground services. It shall be the Contractor's sole responsibility to identify and contact the appropriate agencies for further information in regards to the presence, nature, and exact location of all utilities and to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

### **Layout Information**

- (a) GC 3.05.02 shall be deleted.

### **Warranty**

- (a) GC 7.16 shall be amended by the addition of the following as an additional section (GC 7.16.04):

*At the end of the Warranty Period, any grass comprising part of the Contractor's Work (seeded, sodded, or otherwise) shall be healthy and in good condition.*

- (b) GC 7.16 shall be amended by the addition of the following as an additional section (GC 7.16.05):

*Where any aspect of the Work is replaced or repaired under the Warranty, the Warranty Period for the replaced or repaired Work shall renew and run from the date of satisfactory completion of the replacement or repair.*

### **Claims Procedure**

- (a) GC 3.13.03.03 shall be amended by deletion of its text and replacement with the following:

*The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days or such time as mutually agreed after completion of the Work affected by the situation. The detailed claim shall:*

- (i) identify the item or items in respect of which the claim arises;*
- (ii) state the grounds, contractual or otherwise, upon which the claim is made;*
- (iii) include the Records maintained by the Contractor supporting such claim; and*
- (iv) be complete, well organized, and clearly explaining the rationale by which the Contractor is making the claim and how this rationale is directly related to the Contract.*

### **Advance Payments for Material**

- (a) GC 8.02.03.01 shall be amended by deletion of the first sentence and replacement with the following:

*The Owner may, at its sole discretion, choose to make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:*

### **Progress Report and Payments**

- (a) GC 8.01.01 shall be amended by deletion of its text and replacement with the following:

*The Contractor shall submit a progress payment request to the Contract Administrator no later than 48 hours after the Cut-Off Date for each payment period. The progress payment request shall include the Contractor's request for payment based on the quantity of Work completed in the payment period. The progress request shall include all relevant information that may be pertinent to the Contract Administrator's review of the requested quantities (e.g. material delivery tickets, supplier invoices, etc.). Allow for 7 days for the Contract Administrator to review. If the Contract Administrator finds, in their sole discretion, that insufficient information has been provided, then a request will be made for the Contractor to provide the necessary supplemental information. Allow an additional 7 days for the Contract Administrator to review the supplemental information each time it is submitted.*

*The Contract Administrator will report to the Contractor any known discrepancies in quantities in an effort to resolve them as soon as possible. The Contractor and the Contract Administrator may resolve the discrepancy prior to initiating the escalation process. If both parties are able to resolve the discrepancy, then the Contract Administrator will submit to the Contractor a signed Progress Payment Certificate for all quantities. If both parties cannot resolve the discrepancy, then the Contract Administrator will submit a Progress Payment Certificate for all quantities agreed upon, less those disputed.*

*The Progress Payment Certificate shall include the following:*

- (i) period in which the services or materials were supplied;*
  - (ii) information identifying the contract;*
  - (iii) the total amount payable based on the agreed upon quantities in the Contractor's final approved progress payment request;*
  - (iv) the total amount of holdbacks;*
  - (v) name and signature of the Payment Certifier.*
- (b) GC 8.02.04.01.01 shall be amended by deletion of its text and replacement with the following:

*Following the Contract Administrator's approval of the Contractor's progress payment report (GC 8.01.01), the Contractor shall submit a Proper Invoice matching the quantities and monetary values indicated in the Progress Payment Certificate. The Contractor shall also sign and return the Progress Payment Certificate.*

*The Contractor shall submit to the Proper Invoice and signed Progress Payment Certificate to [ap@clarence-rockland.com](mailto:ap@clarence-rockland.com) and copy project staff from the Contract Administrator and from the Owner.*

### **3. Special Provisions - General**

#### **SPG.01 Existing Utilities and Operational Constraints**

- (a) The location of utilities where shown on contract drawings is diagrammatic and approximate only and the exact location should be determined by consulting the municipal authorities and utility companies concerned.
- (b) The Contractor is solely and fully responsible for contacting all applicable utility companies for locates and operational constraints, and for providing such utility companies with details of proposed work.
- (c) The Contractor shall devise methodology of work and carry out the work in a manner as not to affect utility and shall be fully responsible for adequate protection of utilities from damage during construction.
- (d) The Contractor shall co-operate with utility companies that may need to carry work on utilities during work on this contract.
- (e) In addition to all other Contract requirements, the provisions contained in O.Reg. 213/91, Section 186 shall apply for work in the vicinity of all Hydro installations.

#### **SPG.02 Compliance with the Occupational Health and Safety Act**

The Contractor shall be fully and solely responsible for compliance with the Occupational Health and Safety Act. Prior to mobilization, the Contractor shall submit to the Owner, for informational purposes only, a detailed and comprehensive corporate Health & Safety policy and site-specific Health & Safety Plan.

#### **SPG.03 Employment**

Any persons involved in this project, employed directly by the Contractor or by a sub-contractor retained by the Contractor, shall be residents of Canada.

#### **SPG.04 Identification of Local Regulatory Authorities**

The following provided for informational purposes only and to facilitate contact with and notification to regulatory authorities as may be required in the Contract Documents. The list is not guaranteed to be accurate, complete, or exhaustive.



<b><u>Regulatory Authority</u></b>	<b><u>Notification Requirement</u></b>
<p><b>Ministry of the Environment, Conservation and Parks (MECP): <i>Spills Action Centre</i></b></p> <p><a href="https://www.ontario.ca/page/report-pollution-and-spills">https://www.ontario.ca/page/report-pollution-and-spills</a></p> <p>1-800-268-6060</p>	<p>For notification of a spill or pollution incident to the natural environment under the Environmental Protection Act.</p>
<p><b>Municipality:</b></p> <p>City of Clarence-Rockland 1560 Laurier Street Rockland, Ontario K4K 1P7</p> <p>(613) 237-7000</p>	<p>For notification of any incidents as may be listed within this table or otherwise relevant to the City or for which the Contractor is required to notify the Owner.</p>
<p><b>Ministry of the Environment, Conservation and Parks (MECP): <i>Ottawa Area – Cornwall Office</i></b></p> <p>113 Amelia St. Cornwall, Ontario K6H 3P2</p> <p>1-800-860-2195</p>	<p>For Waste Management Approval under the Environmental Protection Act. For notification of any confirmed or suspected endangered species or species at risk (SAR) identified on site.</p>
<p><b>Ministry of Natural Resources and Forestry (MNR): <i>Kemptville District Office</i></b></p> <p>Unit 1, 10 Campus Drive Kemptville, Ontario K0G 1J0</p> <p>613-258-8204</p> <p><a href="mailto:Kemptville-Kingston.MNRF@ontario.ca">Kemptville-Kingston.MNRF@ontario.ca</a></p>	<p>For notification of the release of a deleterious substance to a watercourse under the Fisheries Act</p>

<p><b>Department of Fisheries and Oceans Canada (DFO):</b></p> <p>1-877-847-7667</p> <p><a href="https://www.dfo-mpo.gc.ca/contact/report-signaler-eng.htm">https://www.dfo-mpo.gc.ca/contact/report-signaler-eng.htm</a></p>	<p>For notification of the release of a deleterious substance to a watercourse under the Fisheries Act.</p>
<p><b>Local Conservation Authority: South Nation Conservation</b></p> <p>38 Victoria Street, Finch, Ontario K0C 1K0</p> <p>1-877-984-2948</p> <p><a href="mailto:info@nation.on.ca">info@nation.on.ca</a></p>	<p>For notification of the release of a deleterious substance to a watercourse under the Fisheries Act. For notification of a spill to the environment under the Environmental Protection Act, for compliance with any permits issued by the conservation authority.</p>
<p><b>Protective Services and Emergency Response</b></p> <p><a href="https://www.clarence-rockland.com/en/vivre-ici/protective-services-and-emergency-response.aspx">https://www.clarence-rockland.com/en/vivre-ici/protective-services-and-emergency-response.aspx</a></p> <p><i>For all emergencies, dial 9-1-1.</i></p>	<p>For medical, police, fire, or rescue services.</p>

**SPG.05 As-Built Drawings**

Throughout construction of the Work, the Contractor shall prepare, maintain, and update a set of hard-copy as-built drawings with “red line” markups clearly identifying any changes in the actual construction. Where elevations for final grade are identified in the Contract Drawings, the Contractor’s set of as-built drawings shall identify the final elevations of all completed Work. Within two weeks of Substantial Performance of the Contract, the Contractor shall submit to the Contract Administrator an electronic copy of the as-built drawings (scanned hard copy or PDF with “red line” markups completed electronically and matching the hard copy). The Contract Administrator will review the as-built drawings (allow 10 days) and advise the Contractor of its

completeness. Where information is noted as missing, the Contractor shall promptly furnish the missing information and update the as-built drawings accordingly. The Contractor shall resubmit the as-built drawings as many times as may be required to achieve full completeness and accuracy to the satisfaction of the Contract Administrator.

## **SPG.06 Submissions**

The following list of submissions shall be submitted to the Contract Administrator. The list is not exhaustive and should not be relied upon; other submissions may be required under this contract but not included in the list below. If no timing requirements are provided elsewhere in the Contract Documents (e.g. submission required a certain number of days before an activity), assume that the submissions are to be provided to the Contract Administrator a minimum of two (2) weeks before beginning the work.

Any items denoted with “(E)” may require the seal of minimum one Professional Engineer – some may require two (a design engineer and a check engineer). The requirements for sealing of engineered documents for each submission are located within the reference specifications for various aspects of the work (e.g. Ontario Provincial Standard Specifications and contract Special Provisions). Requirements for certification / stamping of various submissions may or may be indicated elsewhere in the contract documents; the list below is not exhaustive.

### Plans / Shop Drawings / Certifications / etc.:

- Traffic Control Plan / Traffic Management Plan
- Health & Safety Plan
- Environmental Protection / Erosion & Sediment Control Plan (E)
- Dewatering Plan (E), if applicable
- Shop drawings / working drawings for all formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, etc. (E – as required)
- Demolition Work Plan (E)
- Steel Reinforcement Working Drawings and Schedule (E)
- Detailed Installation Procedures for steel caisson piles (E)
- Shop drawings for the prefabricated bridge superstructure, including welding procedures (E)
- Erection Diagrams, Erection Procedures Drawings, and Calculations for the prefabricated bridge superstructure (E)
- Test reports for fasteners used on the prefabricated bridge superstructure (E), if applicable
- Certificate of Conformance for the new bridge superstructure after fabrication but before delivery (E)

- Bearing layout and installation drawings (**E**)
- Shop drawings for road closure gate (**E**)
- Work Plan for Crack Repairs (**E**)
- Working Drawings for Concrete Removals (**E** – only under certain circumstances)
- List of concrete removal equipment & saw-cutting details
- SBEAT installation certification
- Shop drawings for new roadway warning signs (OTM Book 5)
- Any other related submissions (engineered or otherwise) as required under this contract

#### Material Information / Product Data:

- Concrete supplier and mix designs (separate mix design required for each concrete mix)
- Granular test results, confirming compliance to OPSS, and granular supplier, including pit/quarry location
- Source and gradation for rip-rap stone or other heavy stone used as embankment protection
- Source for all reinforcing steel bars and steel wire mesh
- Mill certificates for all structural steel for the new bridge superstructure
- Mill certificates for all structural steel for the new steel caisson piles
- Technical data sheets and installation guides for compression seals at bridge deck end joints to ballast wall
- Technical data sheets and installation guides for geotextiles
- Technical data sheets and installation guides for epoxy adhesive dowels
- Technical data sheets and installation guides for HDPE culverts
- Grout for bearing levelling pads
- Grout supplier and mix designs for steel pile caissons
- Any other products or compounds

All shop drawings and engineered submissions, including for formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, etc., shall bear the stamp and signature of two Professional Engineers licenced in the Province of Ontario (Design and Check Engineers) who are specialists in the applicable field. The Design Engineer shall carry a minimum of two million dollars professional liability insurance. Proof of insurance shall be provided to the Contract Administrator prior to commencing work. The Design and Check Engineer's will be retained by the Contractor and costs for all such work shall be included in the Contract price for the applicable item.

In addition to the submission of shop drawings as per the above, the Contractor shall submit a Certificate of Conformance from the Design Engineer clearly and unequivocally stating that the formwork, shoring,

bracing, temporary supports, jacking / temporary supports, access platforms, suspended platforms, scaffolding, etc. have been installed in full conformance with shop drawings. Any modifications made to erected components shall be clearly defined and fully certified in the Certificate of Conformance. References such as 'the erected component has been installed in general conformance with the approved shop drawings provided that [missing component] is installed' must be further supplemented by another Certificate of Conformance from the Design Engineer certifying the [missing component]. The Contractor must submit the Certificate of Conformance for each component prior to the use of the component.

### **SPG.07 Quality Control Program**

- (a) The Contractor shall prepare, submit, and implement a Quality Control Program to ensure that the Owner's performance criteria are achieved. At the request of the Owner and/or Contract Administrator, the Contractor shall provide documentation to demonstrate that the requested performance criteria are achieved. Such documentation may take the form of, but is not necessarily limited to:
  - (i) test data (refer to SPG.08 below);
  - (ii) certifications for materials and products being supplied;
  - (iii) certifications and/or qualifications for work to be completed by specialized individuals and/or corporations; and
  - (iv) any other relevant documentation, including requirements that may be referenced elsewhere in the Contract Documents or reference standards.
- (b) The Contractor shall bear all costs associated with implementation and execution of the Quality Control Program. Should supplemental testing and/or documentation be required to demonstrate the desired performance criteria have been achieved, such costs shall be born solely by the Contractor. Works for which the Contractor cannot demonstrate have met the desired performance criteria shall be rejected.
- (c) In addition to requirements set out in the Contract Documents and/or other referenced standards (OPSS, etc.), the following shall apply to work completed under this Contract:
  - (i) **Approach Guide Rail and End Treatments:** The layout of posts (as completed by the Contractor) will be reviewed by the Engineer prior to installing posts.

- (ii) **Installation of Structural Systems or Procedures:** If applicable, any structural systems (formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, temporary structural supports, erection plans, demolition plans, etc.) shall be certified by the Engineer responsible for the design. Review by the Engineer responsible for the design shall be completed as required by law and, at minimum, during installation and before use of the system. The contractor's Engineer responsible for design of the structural system shall submit a signed and sealed Certificate of Conformance for the related components. The Certificate of Conformance shall clearly and unequivocally state that the component(s) has (have) been installed in full conformance with their design and the relevant laws and regulations. Any modifications made to erected components shall be clearly defined and fully certified in the Certificate of Conformance. References such as 'the erected component has been installed in general conformance with the approved shop drawings provided that [missing component] is installed' must be further supplemented by another Certificate of Conformance from the Engineer responsible for the design certifying the [missing component]. The Contractor must submit the Certificate of Conformance for each component prior to the use of the component.
- (iii) **Steel Beam Energy Attenuating Terminals (SBEATs):** Certification from the installer of the components that they have been adequately installed.

#### **SPG.08 Testing of Materials**

- (a) In addition to any other relevant requirements which would be required as part of the Contractor's Quality Control Program, or as may be specified elsewhere in the Contract or referenced standards (OPSS, etc.), the following shall apply as minimum requirements for testing:
- (i) **Granular Materials:** Shall be sampled and tested by the Contractor as indicated in OPSS.MUNI 501.07.04. Additional Quality Assurance sampling and testing may be invoked by the Owner; in such case, the Contractor shall assist the Engineer to obtain samples and/or complete testing. All test results shall be submitted to the Contract Administrator; any points of non-conformance or failure to meet the minimum level of acceptability shall be clearly communicated and uniquely identified to the Contract Administrator.

- (b) All testing shall be completed by qualified third parties retained by the Contractor.
- (c) Where test results demonstrate that the Work does not meet the requirements of the Contract, the Contractor shall fully and solely bear all subsequent costs associated with additional testing to demonstrate that the minimum contract requirements have been met.

#### **SPG.08 Fencing the Construction Area**

To restrict access by the public, the right-of-way adjacent to working areas shall be fenced before work commences. Where the Contract Documents do not require chain link fence or where it is impractical to erect chain link fence before work commences, the Contractor shall erect, maintain, remove and dispose of the temporary snow fence required to restrict access. The requirement for fencing the work area is in addition to all other requirements as may be specified elsewhere in the Contract Documents.

#### **SPG.09 Dust Suppression**

- (a) The Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from his operation either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a road through the work.
- (b) Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.
- (c) Water, calcium chloride flake, or calcium chloride solution may be used for dust suppression and shall conform to OPSS 506.

#### **SPG.10 Protection of Species at Risk and Endangered Species**

- (a) Protection of Endangered Species: Governed by Ontario's Endangered Species Act (ESA 2007) for all species listed on Species at Risk in Ontario (SARO List). The act prohibits killing, harming, harassing, capturing, possessing, etc. any species that is extirpated, endangered or threatened.
- (b) Education / Training: The Contractor shall retain the expert and assure that all personnel are educated about species on SARO List. The Contractor shall provide a basic educational and training program and list of procedures relating to protection and capture of SAR.

- (c) Encounters with SAR: The Contractor shall not harm and adversely affect any wildlife encountered in the Contract. The Contractor is responsible for ensuring all SAR sighted or encountered within the project limits are protected and relocated as necessary.
- (d) The Contractor shall ensure that all SAR sighted/encountered within the contract limits, and which are under immediate threat of harm from construction activities are captured live for relocation elsewhere.
- (e) The Contractor shall conduct a survey/search prior to any construction activity that may impact SAR during the term of the Contract. The survey/search shall be conducted by a qualified individual trained in the recognition and handling of SAR.
- (f) The Contract Administrator shall be contacted immediately in the event that any SAR species are encountered within the contract limits. All SAR sightings, dead or alive, shall be reported to the Contract Administrator.
- (g) The Contractor is legally obligated to comply with the requirements of the Species at Risk Act. All costs associated with the Contractor's failure to take the necessary precautions and abide by the Act including construction delays, fines, etc. shall be borne solely by the Contractor.

#### **SPG.11 Timing Restrictions for In-Water Work**

The Contractor shall only be permitted to carry out in-water work under this Contract within the following dates:

July 16, 2025 to September 30, 2025

#### **SPG.12 Schedule Submission and Site Meetings**

- (a) Prior to commencement of Work, the Contractor shall provide to the Contract Administrator a proposed schedule for actual start and finish dates for activities within this Bid Request. The Contract Administrator shall review and, if acceptable, approve the schedule prior to the start of Work. The schedule shall provide detailed information for each item specified in this Bid Request.
- (b) The pre-construction and site meetings shall be held on dates mutually agreed to by the Contract Administrator and the Contractor. Prior to commencement of Work, representatives from the Contractor and the Contract Administrator shall review the deliverables of this contract to ensure understanding and compliance with the requirements of the contract. The purpose of the site meetings will be to review contract issues, quantities, and schedule.



### **SPG.13 Clean-Up**

- (a) The Contractor, at the Contract Administrator's request, shall thoroughly remove all debris and other materials along the working site of the road, as may have occurred during and because of the performance of the Work.
- (b) The Contractor shall keep the premises clean at all times and on completion of the Work will remove all surplus materials, tools, equipment and debris, and leave the site in a clean and tidy condition to the complete satisfaction of the Contract Administrator.

### **SPG.14 Spills Reporting**

- (a) Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator and Owner. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act, R.S.O. 1990.
- (b) All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Contract Administrator.
- (c) This reporting shall not relieve the Contractor of their legislated responsibilities regarding such spills or discharges.

## **3. Special Provisions - Items**

<b><u>SPI.01 Special Provision</u></b> <b><u>SITWORK, INCLUDING MOBILIZATION AND DEMOBILIZATION</u></b>
--

### **Scope of Work**

The Scope of work for this Item includes, but is not necessarily limited to, the following:

- Bonds, administration, and supervisory costs.

- Mobilization and demobilization of equipment material and Contractor's forces.
- Schedules and cash flow forecast.
- Site preparation for work.
- Costs of all necessary approvals and permits as applicable.
- Cost of building construction depot (laydown area) in a location acceptable to the Owner.
- All costs associated with locates, protection or temporary relocation and reinstallation of utilities, if applicable and not specified in other areas of the contract.
- Installation of temporary barricades, hoarding, fencing and other protection required.
- Cost of supplying and maintenance of adequate sanitary facilities.
- Scaffolding and other required access to perform the work, if not specified in other areas of the contract.
- Costs associated with submission of shop drawings, rebar schedules, product submissions etc., including engineering and QVE.
- Cost of advertising of Substantial Completion in Daily Commercial News.
- Costs associated with access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to the Engineer.
- Maintaining and reinstatement of existing road signs, mailboxes, etc.
- All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- All costs associated with required environmental protection measures not specified elsewhere in the Contract.
- Contractor's office.
- Fencing of the Work area.
- Cost of reinstating to their original conditions the Contractor's laydown areas and office sites.
- All costs associated with preparation of as-built drawings (red line hard copy mark-ups).
- All costs associated with field surveying as specified in the Contract Documents and as required in order to properly layout and complete the work.

The Contractor shall submit a detailed Work Schedule and, if requested, a Projected Monthly Cash Flow Forecast to the Engineer at the Pre-Construction Meeting.

The Projected Monthly Cash Flow Forecast shall indicate the projected cost of the work to be completed in each calendar month of the Contract term, and shall be based on the Contract prices and be consistent with the Detailed Work Schedule.

The Contractor is advised that no additional payment will be made for any repeated mobilization and demobilization for any of the construction activities covered by this Contract; interrupted by weather or by any other construction activity included in any part of this Contract.

### **Measurement for Payment**

There will be no measurement for work under this Special Provision.

Payment for this lump sum Item will be prorated over the scheduled duration of the Contract per the approved schedule. No payment will be made whatsoever for any measures as may be required due to failure of Contractor to attain specified Contract completion date; all such costs will be borne by the Contractor.

### **Basis for Payment**

Payment at the Contract lump sum price for this Item shall be full compensation for all labour, materials and equipment required to complete the work. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

<p><b><u>SPI.02 Special Provision</u></b> <b><u>TRAFFIC CONTROL, INCLUDING DAILY INSPECTION AND</u></b> <b><u>MAINTENANCE</u></b></p>
---

### **Scope of Work**

The Scope of work for this Item includes, but is not necessarily limited to, the following:

1. Vehicular traffic control and construction signing on all roads affected by construction activities.
2. All other provisions related to traffic control and traffic management including signage for single lane closure as required to carry out the construction and to facilitate the Contractor's operations except where paid separately.
3. Separate provisions to positively restrain any errant vehicles entering open excavation.
4. The road will be fully closed to traffic during construction. Under this Item the Contractor shall supply, install, maintain, and remove upon completion, all traffic detour control signs, delineators, barricades, etc., as required by the *Ontario Traffic Manual, Book 7: Temporary*

- Conditions* to close the road to traffic and sign the detour route. All signs shall be bilingual (French and English). The detour route shall be as indicated in the contract drawings. All signs and levels of reflectivity shall conform to the Ontario Traffic Manual, Book 7 (Temporary Conditions). Signs shall be installed in strict conformance with Book 7.
5. Additional signage for "short duration" or "very short duration" closures which may be directly or indirectly required to complete the works – whether or not explicitly stated.
  6. Where required by OTM Book 7, amber flashers shall be used to promote visibility.
  7. The Contractor shall be responsible for ensuring that all construction signing is maintained in its specified location throughout the duration of the detour operation. The Contractor shall make two daily inspections and maintain a daily log of time of inspection to be submitted to Contract Administrator prior to final payment.
  8. The Contractor shall note that adjacent private entrances shall not be blocked or impeded (except as specifically indicated elsewhere in this contract).
  9. All costs associated with the placement of temporary fill material, temporary asphalt (as may be required) to accommodate vehicular and pedestrian access at affected properties shall also be included in the Item 'Traffic Control, including All Signage', unless specifically covered under a separate Item.
  10. As part of the work under the 'Traffic Control, including Detour Route Signing, Daily Inspection, and Maintenance' Item, the Contractor shall circulate a bilingual notification letter to all local residents and businesses located on the affected routes. Refer to Special Provision General 5-16.
  11. As part of the work under the 'Traffic Control, including Detour Route Signing, Daily Inspection, and Maintenance' Item, the Contractor shall submit a Traffic Control Plan to the Contract Administrator for review a minimum of fourteen (14) days prior to road closure. The plan shall include a schedule and layout sketch of all traffic control signing for all stages of work.
  12. All signs and levels of reflectivity shall conform to the Ontario Traffic Manual, Book 7 (Temporary Conditions). Signs shall be installed in strict conformance with Book 7.

### **Timing for Road Closure**

The Contractor shall complete all works at a reasonable pace, such that the length of road closure is not extended beyond what would be considered a reasonable amount of time for the scope of work. Adequate labour forces shall be assigned to the project, and the Contractor shall make reasonable efforts to ensure that the project schedule is achievable. Where, in the

Contract Administrator's opinion, the Contractor has not been present on site with an adequate labour force for an unreasonable period of time, a request shall be made that the Contractor mobilize to site without undue delay and complete the contract works with haste. Should, in the Contract Administrator's opinion, the Contractor fail to return to site and complete the remaining work without delay, the Contractor may be required to reopen the roadway to full traffic. In such a case, all direct and indirect costs associated with reopening (and subsequently closing) of the roadway shall be solely born by the Contractor.

The Contractor shall notify the Contract Administrator a minimum of two (2) weeks prior to road closure.

### **Daily Diary of Signs**

The Contractor shall maintain a daily, hardbound diary of the signs in use for temporary and long-term traffic control. The diary shall be submitted with the final payment documents. For the duration of the contract and within 24 hours of a request by the Contract Administrator, the Contractor shall provide the Contract Administrator full access to the daily diary of the signs. The following information shall be included in the diary:

1. A schematic of the location of each existing sign by station, offset, and height above pavement.
2. A schematic of the placement and re-location of all construction signs during each stage of construction by station, offset and height above pavement.
3. Traffic accidents including time of inspection, location of incident and photographs.
4. Time of daily sign inspections.
5. For mobile/moving operations the signing shall be in accordance with the Ontario Traffic Manual (OTM), Book 7 - Temporary Conditions.

### **Measurement for Payment**

There will be no be measurement for work under this Special Provision.

For progress payments, forty (40) percent of the Contract price will be paid upon initial implementation of the traffic control plan. Fifty (50) percent will be prorated over the scheduled Contract duration. The remaining ten (10) percent will be paid upon removal. No payment will be made whatsoever for any measures as may be required due to failure of Contractor to attain specified Contract completion date; all such costs will be borne by the Contractor.

### **Basis for Payment**

Payment at the Contract lump sum price shall be full compensation for all labour, equipment, and material required to do the work. In the case of discrepancies between Book 7 and the Contract Documents, the Contractor shall assume that the more expensive alternative will be employed. The Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

<b><u>SPI.03 Special Provision</u></b> <b><u>TEMPORARY PORTABLE VARIABLE MESSAGE SIGNS (PVMS)</u></b>
--

The requirements of OPSS.MUNI 706 shall govern the work under this item, except as extended and amended herein:

**Scope**

The supply and installation of two (2) portable variable message signs (PVMS) for a period of seven (7) days prior to road closure and removal immediately prior to road closure, as follows:

- Supply and install two (2) PVMS for a period of seven (7) days prior to the road closure.
- The PVMS shall be installed following the requirements of the Ontario Traffic Manual's Book 7: Temporary Conditions (April 2022) and OPSS.MUNI 706.
- The PVMS shall be listed on the MTO's Designated Sources of Material (DSM) Index, list #6.30.21.
- Signs shall be located, generally, as follows:
  - Adjacent to the travelled roadway on Du Lac Road, facing northbound traffic, at any point between Lalonde Road and the bridge.
  - Adjacent to the travelled roadway on Du Lac Road, facing southbound traffic, within at any point north of the bridge and the next intersection (Maisonneuve Road).
  - The PVMS shall be installed at a location that does not hinder roadway use or visibility or block entrances or intersections.
- The Contractor's price shall include all labour, materials, and equipment necessary to complete the work, including the use of granular fill, temporary culverts through ditches, and traffic barrels (if required) to install the PVMS in embankments adjacent to the roadway.
- Removal of the PVMS immediately before the road closure and restoration of the site to its original (or better) conditions.
- Wording for the PVMS will be provided by the Contract Administrator.

## **Measurement for Payment**

There will be no measurement for work under this Special Provision.

For progress payments, 40% shall be paid upon installation to the Owner's satisfaction and the remaining 60% upon removal. Payment may be withheld, at the Contract Administrator's discretion, for failure to adequately restore the site to its original conditions.

## **Basis of Payment**

Payment at the Contract lump sum price for this item shall be full compensation for all labour, materials, and equipment required to complete the work. The Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

<b><u>SPI.04 Special Provision</u></b> <b><u>ENVIRONMENTAL PROTECTION / EROSION &amp; SEDIMENT CONTROL,</u></b> <b><u>INCLUDING TEMPORARY TURTLE EXCLUSION FENCING</u></b>
--

OPSS.MUNI 182 and OPSS.MUNI 805 shall govern except as extended herein:

## **Scope of Work**

The Contractor will design, erect, maintain, monitor and remove upon completion the protection schemes necessary for performing the entire work without letting any concrete, resins, deleterious substances, debris, or any construction materials enter the waterway, to the Contract Administrator's and Regulatory Authority's approval and satisfaction. Implement, maintain, and remove all erosion and sediment control measures and removal of sediment accumulated by control measures.

Any gasses released into the air as part of this project shall be of safe levels meeting all municipal, provincial, and federal requirements. This shall include, but is not limited to, any requirements outlined in the *Ontario Ambient Air Quality Criteria* created by the Ontario Ministry of Environment and Climate Change.

## **General**

The Contractor acknowledges that surface erosion and sediment runoff resulting from his construction operations will have a detrimental impact to any downstream watercourse or sewer, and that all construction operations

that may impact upon water quality shall be carried out in a manner that strictly meets the requirements of all applicable legislation and regulations.

As such, the Contractor shall be responsible for carrying out his operations, and supplying and installing any appropriate control measures, so as to prevent sediment laden runoff from entering any sewer or watercourse within or downstream of the Working Area.

The Contract acknowledges that no one measure is likely to be 100% effective for erosion protection and controlling sediment runoff. Therefore, where necessary the Contractor shall implement sequential measures arranged so as to achieve the required level of sediment and runoff control. Where, in the opinion of the Contract Administrator or Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the Contract Administrator or Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.

Before commencing the Work, the Contractor shall submit to the Contract Administrator an electronic copy of the Contractor's detailed Erosion and Sediment Control (ESC) Plan. The ESC Plan will consist of a written description and detailed drawings indicating the on-site activities and measures to be used to control erosion and sediment movement for each step of the Work. The written description shall be sealed and signed by a Professional Engineer licensed in Ontario holding a minimum of \$1,000,000.00 of Professional Liability Insurance.

The Contractor's ESC Plan shall be submitted by the Contract Administrator to the South Nation Conservation Authority (SNC) to ensure compliance with the requirements outlined in the *provisional permit* provided by the SNC. Any changes requested by the SNC shall be implemented and the plan revised and stamped accordingly. The Contractor shall bear any and all costs associated with revisions as required to fully satisfy the Owner, Contract Administrator, and Regulatory Authority (SNC).

### **Contractor's Responsibilities**

The Contractor shall ensure that all workers, including subcontractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.

The Contractor shall periodically, and when requested by the Contract Administrator, clean out accumulated sediment deposits as required at the



sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into any sewer or watercourse and avoids damage to the control measure. The sediment shall be removed from the site at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

The Contractor shall immediately report to the Contract Administrator any accidental discharges of sediment material into either the watercourse or the storm sewer system. Failure to report will be constitute a breach of this specification and the Contractor may also be subject to the penalties imposed by any applicable Regulatory Agency. Appropriate response measures, including any repairs to existing control measures or the implementation of additional control measures, shall be carried out by the Contractor without delay.

The sediment control measures shall only be removed when, in the opinion of the Contract Administrator, the measure or measures, is no longer required. No control measure may be permanently removed without prior authorization from the Contract Administrator. All sediment and erosion control measures shall be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. All accumulated sediment shall be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

Where, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have not been complied with or performed in a suitable manner, or at all, the Contract Administrator or Regulatory Agency has the right to immediately withdraw its permission to continue the work but may renew its permission upon being satisfied that the defaults or deficiencies in the performance of this specification by the Contractor have been remedied. No compensation will be owed or paid to the Contractor for the withdrawal of permission to do the work resulting from noncompliance with the requirements of this specification or the Regulatory Agencies.

In addition to any other remedy and/or penalty provided by law, where there has been default or noncompliance with any of the terms specified herein and the Contractor refuses to perform or rectify same within forty-eight (48) hours of the receipt of the written demand of the Contract Administrator to do so, the Owner is hereby entitled to enter upon the Working Area and either

complete the work in conformity with the Contract or have the work done that it considers necessary to complete the Work to its intended condition, whichever, in the Owner's sole opinion, is the most reasonable course of action. The Contractor and the Owner further agree that the costs incurred for any such work shall be retained by the Owner from monies otherwise due to the Contractor, should any such monies be available.

### **Erosion and Sediment Control Details**

The sediment control measures include, but are not necessarily limited to the following:

1. Silt curtains / fence barriers.
2. Straw bale flow checkers.
3. Turbidity curtains installed downstream of construction.
4. Measures to prevent sediment and deleterious materials from entering the watercourse.
5. The following additional general measures and practices shall be met:
  - a. Use erosion-resistant material, such as gravel fill with rip-rap or geotextile lining, in order to prevent the entry of sediment into the watercourse.
  - b. Prevent any silt from excavation and backfill from entering the waterway.
  - c. The material used for earth cofferdams when used and approved should be clean granular without a significant content of silt or clay.
  - d. Cofferdam when used and approved should be removed as carefully as possible to minimize sedimentation.
  - e. Equipment and materials should be stored well back from the water's edge.
  - f. Do not clean concrete buckets, wheelbarrows, or shovels in water body. Instead wash them with hoses so that run-off is filtered through vegetation. Prevent the entry of lime, cement or fresh concrete into waterways.
  - g. The Contractor shall ensure that no contamination, waste, debris, construction materials or other substances which may be detrimental to marine life or quality of water shall enter the watercourse as either a direct or indirect result of construction and the Contractor shall meet all requirements of Government authorities and applicable agencies with respect to environmental protection.
  - h. The Contractor shall immediately clean up any spills or contamination, waste, debris, construction materials or other substances which may be either detrimental to marine life or water quality. In the event of a spill, the Contractor shall

immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind, which result from its construction operations.

### **Anticipated Water Flows and Local Conditions**

The Contractor must satisfy themselves with the local conditions and anticipated water flows, levels and flow velocity to be met with during construction. They shall make their own estimate of the facilities required and difficulties to be encountered, including the nature of subsurface materials and conditions.

### **Peak Flows**

The Contractor shall make their own estimate of the anticipated water flows during construction and construct the work so that flow is not restricted.

### **Submissions to Engineer**

In addition to requirements as detailed elsewhere, the Contractor shall submit to the Engineer an electronic copy of all protection schemes a minimum of fourteen (14) calendar days prior to proceeding with the work. The submission shall be comprehensive and shall provide descriptions, working drawings and schedules that detail the sequence of this work and the temporary protection systems.

### **Ineffectiveness of Installed System**

Whenever protection measures are found to be inadequate by the Engineer, changes shall immediately be made, which will ensure watercourse, embankment, stream bed and fisheries protection, at no extra cost to the Owner.

### **Species at Risk**

The Contractor is fully and solely responsible for carrying out his work to comply with the requirements of the Species at Risk Act. All costs associated with the Contractor's failure to take the necessary precautions and abide by the Act including construction delays, fines, etc. shall be borne solely by the Contractor.

More information regarding the Species at Risk Act can be found at the following website:

[http://www.sararegistry.gc.ca/gen\\_info/default\\_e.cfm](http://www.sararegistry.gc.ca/gen_info/default_e.cfm)

A site-specific SARs Screening Assessment is provided as part of the contract documents. Refer to "Species at Risk Screening Assessment, Cobb's Lake Creek Bridge - Du Lac Road Bridge Replacement" by GEMTEC (June 3<sup>rd</sup>, 2021).

### **Temporary Turtle Exclusion Fencing**

The Contractor is advised that turtles, including snapping turtles, may be present within the watercourse and pose a moderate risk to migrate into the work zone. The Contractor shall be responsible to install and maintain temporary turtle exclusion fencing at the site to mitigate the potential for turtles to nest and lay eggs within the work zone. Particular attention should be provided to the soft roadway shoulders and granular roadway near the watercourse.

Turtle exclusion fencing shall, at minimum meet the requirements of a "light-duty silt fence barrier" per OPSS.MUNI 805 and OPSD 219.110. At the Contractor's sole discretion, temporary turtle exclusion fencing may be used for the dual purpose of turtle exclusion and as an erosion & sediment control measure. Exclusion fencing shall also be installed following the protocols outlined in the "Species at Risk Branch: Best Practices Technical Notes: Reptile and Amphibian Exclusion Fencing Version 1.1" (MNRF, July 2013).

The turtle-nesting season is generally taken to be from May 1<sup>st</sup> to August 1<sup>st</sup> of each calendar year. **Temporary turtle exclusion fencing shall be installed prior to commencing construction and before May 1<sup>st</sup> (whichever comes first).** If work is still ongoing by August 1<sup>st</sup>, the Contractor may opt to leave the fencing in-place or remove it. All temporary turtle exclusion fencing shall be removed upon completion of the work. Any disturbed or damaged ground shall be restored to their original conditions or better.

Immediately prior to commencing the work and mobilizing to site, the Contractor shall have a competent and knowledgeable worker sweep and inspect the site to identify any turtles that may be trapped within the exclusion fencing and/or nests within the exclusion zone. If any suspected turtles, turtle eggs/nests, or any other trapped reptilian / amphibian species or eggs/nests are identified, the Contractor shall cease all mobilization operations and immediately contact the Contract Administrator. A qualified biological professional will be retained by the Owner and directed to inspect the exclusions zone to take further actions and provide recommendations.

All stockpiled materials shall be covered with geotextile between May 1<sup>st</sup> and August 1<sup>st</sup> to prevent turtle nesting.

### **Measurement for Payment**

There will be no be measurement for work under this Special Provision.

For progress payments, forty (40) percent of the Contract price will be paid upon initial implementation of the measures. Fifty (50) percent will be prorated over the approved construction schedule. The remaining ten (10) percent will be paid upon removal of all measures. No payment will be made whatsoever for any measures as may be required due to failure of Contractor to attain specified Contract completion date; all such costs will be borne by the Contractor.

### **Basis for Payment**

Payment at the Contract lump sum price for both of the above Items shall be full compensation for all labour, materials, and equipment required to complete the work.

<p><b><u>SPI.05 Special Provision</u></b> <b><u>REMOVE EXISTING TREE AT NORTHEAST CORNER OF STRUCTURE</u></b></p>
---

The requirements of OPSS.MUNI 201 shall govern the work under this item, except as extended and amended herein:

### **Scope**

This specification covers the requirements for the removal of a large tree located immediately northeast of the existing bridge structure:

- The approximate location of the tree is depicted in the Contract Drawings.
- An image from 2017 showing the tree is provided below; tenderers should visit the site and review conditions before submitting a bid.
- "Close Cut Clearing" as defined in OPSS.MUNI 201 shall be completed for the tree; branches and limbs shall be stacked outside of the roadway adjacent to the location of the removed tree for future pickup by the City's maintenance staff. The stump shall be cut to grade and left in place.
- **Close cut clearing of the tree shall be completed prior to April 15, 2025.**



### **Measurement for Payment**

There will be no measurement for work under this Special Provision, as the item will be paid by lump sum based on the tender price.

### **Basis for Payment**

Payment at the Contract lump sum price for both of the above Items shall be full compensation for all labour, materials, and equipment required to complete the work. The Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

## **SPI.06 Special Provision** **ROAD CLOSURE GATES (8m)**

### **Scope**

This specification covers the requirements for construction of new roadway closure gates to MTOD 960.010 (MODIFIED for 8m total length).

### **Design & Submission Requirements**

Submit steel / aluminium construction shop drawings and welding certifications to the Contract Administrator minimum seven (7) days prior to fabrication, for informational purposes.

Submit concrete mix design to the Contract Administrator minimum seven (7) days prior to construction of concrete footings, for informational purposes.

Submit source of wood posts, including species and grade minimum seven (7) days prior to erection, for informational purposes.

### **Materials**

As indicated in MTOD 960.010 and all other drawings, details, and standards referenced therein.

### **Construction**

Construct gates at the locations and orientations indicated in the Contract Drawings (similar to MTOD 960.010 but gate centred about the roadway). Coordinate with the Contract Administrator during construction to delineate and confirm the locations and orientations before commencing fabrication and before construction of the concrete footings.

The total length of the gate shall be adjusted from 9.0m to 8.0m.

Aluminum and steel construction shall be to OPSS.MUNI 908.

Concrete construction (e.g. footings) shall be to OPSS.MUNI 904.

Steel reinforcement construction (e.g. for footings) shall be to OPSS.MUNI 905.

### **Quality Assurance**

Reasonable access shall be provided to the Owner to do inspection, testing, and sampling in the fabricating shop and field if requested to confirm that the materials supplied, the fabrication, and the installation have been completed as specified in the Contract Documents and Working Drawings.

### **Measurement for Payment**

There will be no measurement for work under this Special Provision, as the item will be paid based on the tender price for each gate fully constructed and installed at their final accepted positions.

### **Basis of Payment**

Payment at the Contract lump sum price for this item shall be full compensation for all labour, materials, and equipment required to complete the work. The Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

<b>SPI.07 Special Provision</b> <b>PREFABRICATED STEEL BRIDGE SUPERSTRUCTURE</b>
---

The requirements of OPSS.MUNI 906 shall govern the work under this item, except as extended and amended herein:

**906.01 SCOPE**

The contents of this section (906.01 SCOPE) shall be deleted in their entirety and replaced with the following:

“This specification covers the design and construction requirements for the fabrication, delivery, and erection of the prefabricated steel bridge superstructure, including related assemblies and attachments such as bearing assemblies and expansion joint assemblies.”

**906.02 REFERENCES**

The following reference shall be added under the subheading “Ontario Ministry of Transportation Publications”:

“Designated Sources for Materials (DSM):  
Roadside Design Manual”

The following shall be added to this section (906.02 REFERENCES):

**“(AASHTO) American Association of State Highway and Transportation Officials**

MASH (2016):  
Manual for Assessing Safety Hardware

**(NCHRP) National Cooperative Highway Research Program**

Report 350 (1993):  
Recommended Procedures for the Safety Performance Evaluation of Highway Features

**Others**

U.S. General Services Administration:



### **906.04.01.01 General**

The contents of this subsection (906.04.01.01 General) shall be deleted in their entirety and replaced with the following:

“Design of the prefabricated steel bridge superstructure, bearing assemblies, and expansion joint assemblies shall be the sole responsibility of the Contractor and/or the bridge fabricator directly retained by the Contractor. Design shall be completed according to CSA S6 and the Structural Manual.

The following functional/operational and design constraints for the new prefabricated steel bridge superstructure shall and its related assemblies and attachments shall apply:

- The superstructure shall be of a steel girder and steel deck (checkerplate) construction, as indicated in the Contract Drawings.
- All rolled structural steel shall be weathering steel (atmospheric corrosion resistant steel) grade 350A.
- All steel plates shall be weathering steel (atmospheric corrosion resistant steel) grade 300A.
- The steel checker plate bridge deck riding surface shall be Grade 300W.
- The bridge deck may be level in the transverse direction, as the new bridge superstructure will be a positive longitudinal slope for deck drainage.
- If the steel checkerplate bridge deck is fabricated out of multiple pieces, no gaps shall be permitted between adjacent plate sections. Any gaps shall be fully filled with continuous weld and accounted for in the design of the superstructure.
- Coating of new structural steel:
  - All structural steel surfaces within a distance of 3m from the ends of the bridge girders, except for surfaces in contact with concrete and surfaces of bolted joints.
  - All surfaces of the steel checkerplate bridge deck.

- Maximum weight of 30,000 kilograms.
- Superstructure shall be pre-cambered for dead load (self-weight) of all components.
- Maximum overall structure width of 6.0m.
- Clear roadway width of 5.0m.
- Overall superstructure depth / height and step height (including bearing assemblies) shall be as indicated in the Contract Drawings.
- The overall length of the new superstructure shall be approximately 13.255m. The final width shall be confirmed by the Engineer after review of the Contractor's detailed field measurements for the existing substructures, including relatively distances and elevations between both abutment structures.
- The bridge barrier shall be as indicated in the Contract Drawings (TL-1 W-beam rail on wood posts).
  - The engineer responsible for the superstructure design shall design supports for the bridge barrier posts to be attached to the new superstructure. The attachment points shall be designed to resist, at minimum, factored TL-1 impact loads based on the post spacing indicated in the Contract Drawings.
  - Attachments for barrier posts shall be designed to simplify and reduce the cost of replacing barrier posts. Attachments shall also be designed to prevent premature deterioration of the bridge barrier posts (e.g. through trapped moisture).
  - Alternative bridge barrier systems may be proposed by the engineer responsible for design of the bridge superstructure. Any proposed alternative barriers shall be minimum TL-1 to NCHRP Report 350 or MASH (AASHTO). Alternative bridge barrier systems must also have a crash-tested minimum TL-1 transition to approach steel beam guide rail (legacy SBGR or M20 per MTO Roadside Design Manual).
- Bridge bearing assemblies shall be designed to allow for expansion (thermal or otherwise) at the north abutment (i.e. "free end") and for full longitudinal restraint at the south abutment (i.e. "fixed end"). The design engineer shall also consider the need for other

forms of restraints as may be required per CSA S6:19 and the Structural Manual (e.g. to prevent lift-off).

- End joints assemblies shall consist of compression seals bonded / anchored to the bridge superstructure and to the concrete ballast wall. All end joints shall be designed with a minimum 25mm / maximum 50mm gap at 15°C to the ballast walls. All joints shall be designed to accommodate the design loads and movements of the bridge per CSA S6:19 and the Structural Manual.
- Other constraints explicitly or implicitly indicated elsewhere in the Contract Documents.”

#### **906.04.02 Submissions**

The following subsections and their contents shall be added:

##### **“906.04.02.07 Measurements of Existing Substructure**

Prior to commencing design or fabrication of the new prefabricated steel bridge superstructure or its related components and assemblies, the Contractor shall complete a detailed series of measurements of the existing concrete bridge substructure, including relative skews, distances, and elevations between the two abutments. The Contractor’s measurements shall form the basis for existing conditions and may influence the final dimensional requirements / constraints for design of the new bridge superstructure.

Measurements shall be taken before mobilization to site to avoid undue delays in construction.

The Contractor’s measurements shall be submitted to the Contract Administrator for review. If any changes to the operational / functional and design constraints of the new prefabricated steel bridge superstructure are required based on the measurements provided by the Contractor, the Contract Administrator will provide the Contractor with a Site Instruction indicating any relevant changes. Allow for minimum two (2) weeks for review by the Contract Administrator.

Design and fabrication for the new prefabricated steel bridge superstructure shall only commence after the Contract Administrator has reviewed and responded to the Contractor’s submission of detailed measurements of the existing substructure.

Should any issues arise due to errors in the Contractor’s detailed measurements of the existing substructure (e.g. incorrect

measurements of the relative distances between abutments results in issues when installing the new bridge superstructure), any measures required to rectify the issue shall be deemed the sole responsibility of the Contractor, and all associated direct or indirect costs shall be borne solely by the Contractor.”

#### **“906.04.02.08 Proof of Insurance**

Minimum two (2) Professional Engineers, qualified and in good standing with Professional Engineers Ontario shall be responsible for design of the prefabricated steel bridge superstructure and its related components (bearing assemblies and deck joint assemblies).

A minimum of two (2) days before submission of the shop drawings and welding procedures to the Contract Administrator, proof of insurance coverage for both Professional Engineers (design engineer and check engineer) shall be submitted to the Contract Administrator for informational purposes. Insurance coverage shall demonstrate minimum \$1,000,000 in professional liability insurance.”

#### **906.04.02.02 Shop Drawings and Welding Procedures**

The first two sentences shall be deleted in their entirety and replaced with the following:

“An electronic copy of shop drawings and welding procedures shall be submitted to the Contract Administrator prior to fabrication. Shop drawings and welding procedures shall be sealed by minimum two (2) Professional Engineers: a design engineer and a check engineer. Sealing of the drawings by design engineer and check engineer shall signify that the design has been completed in conformance with the requirements of the Contract Documents. Allow for minimum two (2) weeks for the Contract Administrator to complete a non-technical review of the submission. Fabrication shall not commence until the Contact Administrator has approved the submission.”

#### **906.07.01 Fabrication**

The following subsection and its contents shall be added:

##### **“906.07.17 Coating**

Except where structural steel is to be field-welded or where other similar erection and installation methodologies are likely to damage coatings, all coating of new structural steel shall be completed in-shop and fully cured before delivery.

A low Volatile Organic Compound (VOC) epoxy-zinc/epoxy/polyurethane (EZEP) system shall be used for all structural steel that requires coating. The EZEP coating system used shall be listed on the MTO DSM List # 9.20.39 (Low VOC Coatings). The colour of the finish coat shall be equivalent to 10045 brown according to Federal Standard 595C Colors.

Coating of new structural steel shall otherwise be according to OPSS.MUNI 911."

### **906.07.03 Erection**

The following subsections and their contents shall be added:

#### **"906.07.03.02 Cleaning**

Upon completion of the bridge superstructure and erection into its final position, remove all surplus materials, excess materials, rubbish, tools, and equipment. Wipe down and cleaning the bridge following instructions and procedures approved by the bridge fabricator."

#### **"906.07.03.03 Bridge Barrier**

The bridge barrier posts and rails shall be erected on site after the bridge has been set and anchored into its final position."

#### **906.07.03.06 Coatings**

This subsection (906.07.03.06 Coatings) and its contents shall be deleted in its entirety.

### **906.09 MEASUREMENT FOR PAYMENT**

This section (906.09 MEASUREMENT FOR PAYMENT) shall be included in the specification, with contents as follows:

"There will be no measurement for work under this Special Provision as the item will be paid by lump sum based on the tender price."

### **906.10 BASIS OF PAYMENT**

The contents of this section (906.10 BASIS OF PAYMENT) shall be deleted in their entirety and replaced with the following:

“Payment at the Contract price for this tender item shall be full compensation for all labour, Equipment, and Material to do the work.”

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix C)**

Bidders should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

### **2. Pricing**

Each bid must include pricing information that complies with the instructions set out below in Section F of this Appendix B.

### **3. Bid Security**

Each bid must include bid security in the form of an electronically verifiable digital bid bond. The digital bid bond must:

- (a) be in the amount as stated in Section 3.1.
- (b) be issued by a reputable surety company authorized to do business in the Province of Ontario.
- (c) identify the “Obligee” as “The Corporation of the City of Clarence-Rockland”; and
- (d) remain valid and in effect for a period of not less than the Irrevocability Period specified in the ITT Timetable.

The digital bid bond must be uploaded in accordance with the instructions in the bidding system and must be accompanied by all instruction details necessary for accessing the verification process.

The results of the verification process must provide a clear, immediate and printable indication that the document uploaded is the true document and has not been altered (including the content, all digital signatures and all digital seals).

The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.

Bonds failing the verification process will not be considered valid and the bid will be rejected.

Bonds passing the verification process will be treated as original and authentic.

For information regarding digital bid bonds, bidders are encouraged to contact their surety company and refer to the e-bonding information on the [E-Bonding \(suretycanada.com\)http://www.surety-canada.com/en/ebonding/index.html](http://www.surety-canada.com/en/ebonding/index.html).

Failure by the selected bidder to satisfy all pre-conditions of award and execute the Agreement shall be just cause for the forfeiture of the bid security to the City.

### **3.1 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 NINETY (90) 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 and 50% Labour and Materials Payment Bond by the accepted Bidder.

### **3.2 Agreement to Bond**

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

### **3.3 Performance Securities**

- (a) Upon execution of the contract, the successful bidder will be required to submit Performance Security and a Labour & Material Security in the amount of FIFTY percent (50%) of the contract price pre-tax. The cost of all bonds shall be included in the Bid Price.
- (b) The accepted Bidder shall submit to the Owner the required Performance Bond and Labour and Materials Payment Bond immediately upon receiving notification of acceptance of its Bid from the Owner.
- (c) The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the City.



## **4. Other Mandatory Submission Requirements**

### **4.1 Insurance Acknowledgement Letter**

1. A **letter** (Not the Certificate) from the respondent's Insurance Company must accompany the bid confirming that if the respondent is successful that they can provide insurance as outlined in the ITT (RFT). See an Example Letter in Appendix D.
2. The Company Health & Safety Policy

The document is to be uploaded in *Step 3-Documents & Bonding* of the Bids & Tender platform.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

## **E. PRE-CONDITIONS OF AWARD**

Before the contract signature and or P.O. to be released, the Successful bidder shall submit,

- A valid Insurance Certificate that meets the tender requirements.
- A valid WSIB Certificate.
- A valid Business License with the City of Clarence-Rockland.

## **F. PRICE EVALUATION METHOD**

For the purpose of this evaluation, the lowest compliant bidder tender unit prices multiplied by the estimated quantity to obtain a total price will be used to determine the lowest tender cost.

### **Instructions on How to Provide Pricing**

- (a) Bidders should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-

delivery inspection charges, and all other overhead, including any fees or other charges required by law.

## **APPENDIX C – SUBMISSION FORM**

### **1. Bidder Acknowledgement/Statement by Bidder**

Respondents should refer to the instructions requirements and provide all required information in accordance with the instructions provided in the bidding system.

### **STEP 4 OF THE BIDS & TEDERS PORTAL**

## APPENDIX D – INSURANCE ACKNOWLEDGEMENT LETTER- EXAMPLE

Company Logo

February 10, 2022

The corporation of the City of Clarence-Rockland  
1560 Laurier Street  
Rockland, ON K4K 1P7

**Project: Name of Project - Bid Request N0. 2022-XXX Clarence-  
Rockland XXXXXXX**

---

Please accept this letter as a confirmation that we, **(Name of Broker Agency)** have read the Insurance requirements of the above-mentioned bid request and that our insured, **(Name of Company)**, is able to comply with the insurance requirements, as outlined in your tender package for the above-described project.

Furthermore, attached you will find confirmation of the insurance summary of coverages currently carried by our insured. Additional coverage required for the project will be obtained upon notification that our insured has been successful in their bid.

Should you require anything further, please do not hesitate to contact our office.

Regards,

Signature and title  
Email, Tel #, mailing address.

**APPENDIX E – VENDOR PERFORMANCE EVALUATION**  
**CITY OF CLARENCE-ROCKLAND**

General Information	Specify
Date:	
Vendor Name:	
Contract/Project Name:	
Reference Number:	

**Legend:**

Score	Performance	Description
6-7	Above Standard	Exceeds all areas (7) or exceeds most areas (6) of expectations  Vendor exceeds expectations in some or all areas set out in the contract; work was completed in a timely and efficient manner and added value to the project. Work was high quality, within or below appropriate budget and within the appropriate schedule.
4-5	Standard	Meets all areas (5) or meets most areas (4) of expectations  The vendor fulfills all of the duties and requirements of the contract and completed on time. Any minor deficiencies corrected quickly. Vendor follows direction of City staff as appropriate. Vendor is professional in all dealings with the City and the public. Use of equipment and work methods are conducted safely.
2-3	Below Standard	Does not meet most (3) or some (2) of the areas of expectations.  Performance failed to meet one or more of the expectations as per the Contract. Serious or numerous deficiencies for which vendor's corrective actions were ineffective. Work requires additional staff time and resources to monitor performance e.g. repeat follow up, meetings and site visits, fails to resolve issues in a timely manner. <b>*Depending on the nature of the</b>

		<b>safety issue(s) identified, may result in a below standard rating. City Representative must detail safety issues in the comments section.</b>
0-1	Unacceptable	Consistently does not meet some (1) or all (0) areas of expectations.  The vendor is consistently below expectations in most or all areas of expectations. Vendor is not performing the work in accordance with the contract and is not resolving concerns of the City. <b>*Depending on the nature of the safety issue(s) identified, may result in an unacceptable rating. Vendor may be suspended or contract may be recommended for termination. City Representative must detail safety issues in comments section.</b>

**City Representative:** Please answer the following as accurately as possible using the legend above for reference. Only complete the criteria that may apply.

<b>Performance (7 criteria)</b>	<b>Score or N/A</b>
Competent Supervisor/Extensive Knowledge of Goods/Services	
Quality/Workmanship of Goods/Services	
Installation/Service code compliant, per manufacturer's recommendations (if applicable)	
Inspection Certificates supplied to the City Lead	
Goods/Services delivered as per the City's specifications (accuracy and completion)	
Works/Goods/Services that minimize environmental impact and waste creation across life cycle (if applicable)	
Response to deficiencies and/or claims under Warranty	
<b>Number of Criteria entered in this section</b>	
<b>Schedule/Delivery (2 criteria)</b>	<b>Score or N/A</b>
Submission of Schedule	
Maintaining Schedule/ Completed on Schedule/ Delivers On-Time	

<b>Number of criteria entered in this section</b>		
<b>Customer Service (4 criteria)</b>		<b>Score or N/A</b>
Cooperation with City Staff/Courteous/Helpful/Prompt		
Adherence to Code of Conduct		
Vendor communicates with City Lead (issues, clarifications, schedule changes, attendance at required meetings, response to questions/concerns, etc.)		
Cost Control		
Billing/ Invoice accuracy/ Resolution of invoice issues		
<b>Number of criteria entered in this section</b>		
<b>Health &amp; Safety *any unsafe work practices will be marked below standard or unacceptable and appropriate action must be taken (7 criteria)</b>		<b>Score or N/A</b>
Provision and Use of Personal Protective Equipment and Personal Protective Outwear		
Condition of Equipment		
Neatness of Site		
Downtime due to Maintenance Issues		
Traffic Control (if applicable)		
Compliance with W.S.I.B. & M.O.L. (if any) – City to report infractions to appropriate authority		
Response to Safety Concerns / Public Safety (if applicable)		
<b>Number of criteria entered in this section</b>		
<b>Add and Enter the Value of all sections scores above</b>		
<b>Enter the Number of Criteria from Above (excluding N/A)</b>		
<b>Avg. Score = Total Value / Total Number of Criteria entered</b>		
Above Standard	Average score of 6 or higher – acceptable to proceed to renew or award	
Standard	Average score of 4 or < 5.99 – acceptable to proceed to renew or award	
Below Standard	Average score of 2 or < 3.99, recommend not proceeding. Average >2.5, proceed with caution or on a probationary basis.	
Unacceptable	Average score less than 1.99, Do Not Continue / Forward to Buyer – Details must be noted in the City Lead Comments (if applicable), i.e. Work stoppage date, vendor requirements needed, etc.	

**City Lead Comments (enter comments to substantiate rating):**

--

**I certify that I have objectively prepared this Vendor Performance Evaluation (VPE) report without bias and discussed all issues with the Vendor.**

<b>City Lead:</b>
<b>Email Address:</b>
<b>Department:</b>

**Communication to Vendor:**

Date VPE sent:

Method ( email,  mail,  fax,  in Person) :

Vendor Contact Address:

**In accordance with the Vendor Performance procedures, the vendor has 10 days to appeal this evaluation after which time this Vendor Performance Evaluation (VPE) will be considered final and retained within the contract file.**



**Vendor Comments:**

**Vendor's signature, \_\_\_\_\_**

**(Internal) Communication with Purchasing Dept. Only:**

Date VPE sent to Purchasing:

Delivery Method: Email to City Buyer:

[yrousselle@clarence-rockland.com](mailto:yrousselle@clarence-rockland.com)

**Distribution:**

Original – Department

Copy – Vendor (if  
necessary) Copy -

Purchasing