

Division #1

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Instructions to Bidders

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Part 1 – Introduction

1.1 Scope of Work

The work consists of the supply of all labour, material, equipment and supervision necessary to complete the work shown, or described by, or reasonably inferred from these contract documents. Without limiting the qualifications of the foregoing the work consists of the following:

[insert Scope of Work]

1.2 General Conditions, Specifications and Drawings

The Work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as modified by the current City Supplemental Specifications and Supplemental Drawings. The City's General Conditions apply to this procurement and will form part of any Contract pursuant to this Bid Solicitation. The City's Supplemental Specifications, Supplemental Drawings and General Conditions may be obtained at:

<http://www.greatersudbury.ca/business/engineering-standards/>.

[Designer to select ONLY one Section 1.3 Prequalification]

1.3 Prequalification

[Designer to indicate the applicable prequalification required]

If a Bidder has not prequalified for **[Designer to indicate the category and limits]**, by the Annual Prequalification Procedure, then the procedure outlined in this section shall be followed.

There will be no Annual Prequalification for work pertaining to Water Plants, Wastewater Plants, Bridges and Environmental projects. These contracts will have prequalification at the time of tendering.

[When tendering Sewer, Water and/or Road Projects]

Bidders must submit the following documents, prior to the specified deadline for application for prequalification:

- a) Letter from the Bidder's bank manager addressed to the City of Greater Sudbury, attesting to the Bidder's financial capability to complete this contract.
- b) A written schedule of **all** contracts successfully completed by the Bidder in the previous three (3) years.
- c) Include the value of each contract, the name of the owner, and the name and telephone number of the owner's contact person who is willing and able to attest to the Bidder's capability to perform this contract work.
- d) A list of all contracts presently undertaken, the value of each contract, the scheduling of each contract, and the name of the owner.

- e) The name, qualifications, and experience of the proposed superintendent for this contract work.
- f) A list of equipment available for this contract work, and whether “owned” or “rented”.
- g) The successful Bidder shall be required to supply a copy of a current City of Greater Sudbury license for the electrical and/or plumbing contractor(s) that they plan to “carry” on this contract. The copy of the licence(s) shall be provided at the Pre-Construction Meeting.

Prequalification for Traffic Signal Installation

[Designer to delete this entire Traffic Signal Installation section if not required]

Prequalification for Traffic Signal Installation Work:

Bidders are to submit the name of the electrical contractor(s) that they plan to “carry” on this contract who will be responsible for the Traffic Signal Installation work. The electrical contractor must meet the following requirements:

Qualification of Electrical Contractor

- i) The Contractor must have fully trained, qualified and experienced licensed electricians having a minimum of three (3) years involving the installation, maintenance, and repairing of all types of traffic signals, signal system, and related devices. These individuals must be knowledgeable in the function, operation and features of modern electrical and electronic signal control equipment, specifically NEMA traffic control cabinets, and Eagle traffic controllers and systems.
- ii) The Contractor’s electricians must have successfully completed the International Municipal Signal Association (IMSA) Level I and II, Traffic Signal Certification Program.
- iii) The Contractor must have a minimum of five (5) years in business as related to traffic control signal installation and maintenance.
- iv) Minimum field personnel requirements on this contract shall include:
 - Contract Supervisor
 - Field Electrician(s)
 - Labourer(s)

In addition, the Bidder must submit the following documents, prior to the specified deadline for application for prequalification.

- a) The Contractor must supply documentation of their personnel, including: Ministry of Labour #309A Certificate of Qualification, and any other evidence as to the personnel’s qualification, training and experience in maintaining and installing traffic signal control devices.
- b) A written schedule of **all** contracts successfully completed by the electrical contractor in the previous three (3) years.

Include the value of each contract, the name of the owner, and the name and telephone number of the owner’s contact person who is willing and able to attest to the Bidder’s capability to perform this contract work.

- c) A list of all contracts presently undertaken, the value of each contract, the scheduling of each contract, and the name of the owner.
- d) The name, qualifications, and experience of the proposed supervisor for this contract work.
- e) A list of equipment available for this contract work, and whether “owned”.

Prequalification Deadline:

Prequalification applications for **Contract ENG16-xx** must be received by **12:00 Noon, date, 2016** and should be submitted to:

**Director of Engineering Services
City of Greater Sudbury**

Mailing / Courier Address:

200 Brady Street, PO Box 5000, Station A, Sudbury, Ontario, P3A 5P3

The envelope containing the details should be clearly marked with the **Contract Number, Contract Title and the word “Prequalification”**.

Each Bidder who has submitted a prequalification application will be notified as soon as they have been prequalified.

Only bids from prequalified Bidders and have attended the Mandatory Tender Information Meeting will be considered.

[OR]

1.3 Prequalification

(Not Applicable to Contract ENG16-xx)

Only bids from Bidders who have attended the Mandatory Tender Information Meeting will be considered.

Part 2 – Information for Bidders

2.1 Closing Date and Opening of Bids

Bids shall be submitted to the City of Greater Sudbury, **Supplies and Services Section, 2nd Floor**, Tom Davies Square, 200 Brady Street, Sudbury, Ontario, P3A 5P3, **NO LATER THAN 1:30 PM Local Time, [insert date]**.

Bids shall be submitted **in the completed Bid submission envelope provided, where applicable, or** in an envelope or package using the completed label sheet provided, and shall include the current Form of Tender and current Schedule of Unit Prices supplied by the City, and the appropriate documents required under Section 2.12 - Bid Deposits, Performance Guarantee. Bidders are to refer to Division #2, Bidder’s Check List for more bid submission information. The Bids will be opened at a tender opening meeting which may be attended by the Bidders. Results will be posted to the City’s tender Web Page at <http://www.greatersudbury.ca/business/tenders-purchasing/tenders/>.

Bids will be opened by the Purchasing Section at the Tender Opening Meeting, the same day and at the same address at 2:30 PM, on the 2nd Floor in Committee Room C-21. Results from the opening of Bids shall be posted to the City's tender Web Page within three business days of the opening.

[Designer to select ONLY one Section 2.2 Tender Information Meeting]

2.2 Tender Information Meeting

Bidders are invited to attend a Tender Information Meeting in **Committee Room [insert room #], Tom Davies Square, 200 Brady Street, Sudbury** at **[insert time]**, on **[insert date]**.

The purpose of the meeting is to provide additional information, if required, and to answer questions concerning the project and contract documents. All Bidders are urged to attend the Tender Information Meeting.

Any new information or project changes given at the meeting will be covered by an Addendum to the Contract which will be issued prior to the tender closing date. Minutes of the Tender Information Meeting shall be posted on the City's Web Page.

[OR]

2.2 Tender Information Meeting – Mandatory

Bidders are required to attend a **Mandatory** Tender Information Meeting in **Committee Room [insert room #]** at **[insert time]**, on **[insert date]**. Bidders that fail to attend the Mandatory Tender Information Meeting shall be disqualified from the Bid Solicitation and shall not be permitted to submit a Bid.

The purpose of the meeting is to provide additional information, if required, and to answer questions concerning the project and contract documents.

Any new information or project changes given at the meeting will be covered by an Addendum to the Contract which will be issued prior to the tender closing date. Minutes of the Mandatory Tender Information Meeting shall be posted on the City's Web Page.

2.3 Communications and Official Point of Contact

The official point of contact for this Bid Solicitation is **[insert Designer name]** and all communications with the City during the procurement process shall be through the official point of contact. Bidders shall not contact any other persons including Members of Council, City employees or consultants retained by the City regarding this Tender. In accordance with the City's Purchasing By-law, a Bidder may be disqualified from bidding on the current and any future Bid Solicitations where the Bidder, its employees or anyone involved in preparing its Bid engages in any form of communication, discussion or lobbying of any form with Members of Council, City employees or consultants retained by the City to seek to influence the outcome of the procurement process or the award.

All communications with the official point of contact shall be in writing. Verbal communications will not be binding on the City. Bidders shall review the Bid Solicitation and shall promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein.

To facilitate comprehensive responses, Bidders are encouraged to email their questions or clarification requests as soon as possible and no later than **12:00 Noon, [insert “deadline date for questions”]** to tenders@greatersudbury.ca or by fax to (705) 671-8118. Nothing herein shall obligate the City to respond to any question or clarification request.

2.4 Addendum and Clarification

The City may, at its discretion, amend or supplement the documents for the Bid Solicitation by addendum at any time prior to the closing date for receipt of Bids. Changes to the Bid Solicitation documents shall be made by Addendum only. Such changes made by addendum shall be supplementary to and an integral part of the Bid Solicitation. In the event of any conflict or inconsistency in the wording or any issue of interpretation, Addenda, when issued, shall, to the extent of such conflict or inconsistency, take priority over the original wording in the documents and any wording in prior Addenda.

Addenda will be posted on the City’s tender Web Page. While the City will endeavor to provide notification of the issuance of an addendum to prospective Bidders who have registered as a plan taker with the City, the City assumes no liability for the notification and it is the responsibility of each Bidder to monitor the City’s tender Web Page and determine whether any addenda have been issued by the City.

Upon the issuance of any addendum, the City shall provide at least three business days between the issuance of the addendum and the closing date for the receipt of Bids. If a Bidder has already submitted its Bid to the City and an addendum is subsequently issued by the City, the Bidder shall resubmit prior to the closing date for receipt of Bids, the addendum acknowledgment form acknowledging all addenda issued by the City. The addendum acknowledgment form shall be delivered in person or sent either by facsimile at 705-671-8118 or by email to tenders@greatersudbury.ca. Failure to resubmit the addendum acknowledgment form may result in disqualification of the Bidder in accordance with Schedule B of the City’s Purchasing By-law. If a Bidder wishes to change its Bid as a result of the issuance of an addendum by the City then it shall have reference to Section 2.20 - “Withdrawal of Bids”.

Where the City chooses to respond to a question from a Bidder or wishes to provide additional information which is not intended to amend the Bid Solicitation (for example questions of an administrative nature) the City may do so through the issuance of a Notice to Bidders. Notices shall be made available in the same way as Addenda as stated above but shall not require any acknowledgment by Bidders.

2.5 Errors and Omissions

The City shall not be held liable for any errors or omissions in any part of this Bid Solicitation. While the City has used considerable effort to ensure an accurate representation of information in this Bid Solicitation, the information contained is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Solicitation is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed herein.

2.6 Quantities

While the City has made every effort to ensure that quantities stated in the Bid Solicitation are accurate, the City assumes no liability for any inaccuracy and the Bidder shall be paid based on the actual quantities. Stated quantities are approximate and are provided for the purpose of comparing competing Bids only.

2.7 Irrevocability of Bids

Subject only to section 2.20 - "Withdrawal of Bids", Bids shall be irrevocable and shall remain in effect and open for acceptance by the City for ninety (90) days after the closing date for receipt of Bids.

2.8 Bid Irregularities

The process for determining procedural compliance of Bids will be in accordance with Schedule "B" to the City's Purchasing By-Law, attached hereto.

2.9 Reserved Rights

The City reserves the right, in its sole discretion, to reject any or all Bids, and the lowest Bid will not necessarily be accepted. The City further reserves the right to award to a Bidder submitting a Bid which is not necessarily the lowest.

Without restricting the generality of the statement above, the City shall not be required to award or accept any Bid and may, in its sole discretion, and at any time, choose to cancel the Bid Solicitation. Thereafter, the City may take such steps as it deems fit, in its sole discretion, and may, without limitation and without any liability for so doing, issue one or more revised Bid Solicitations for the Work, complete the Work with its own forces, negotiate with any Bidder or take no further steps.

The City reserves the right to waive any issues of non-compliance that it deems, in its sole discretion, to be non-material, trivial or insignificant. Where the City exercises its right to waive herein it may accept the Bid as submitted or may require the Bidder to correct such issue provided that there shall be no change in the Bid price.

Where Bids received exceed the Council Approved Budget for the Work, the City reserves the right to negotiate with the lowest compliant Bidder where, in the City's sole discretion, the changes required to achieve an acceptable Bid are of a minor nature and will not change the general nature of the Work. No Bidder shall have any rights against the City arising from such discussions or negotiations.

The City reserves the right to delete any portion or part of the work outlined and the Bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

2.10 Disqualification of Bidders

The City, in its sole discretion, may exclude a Bidder from eligibility to submit Bids or a submitted Bid may be summarily rejected and returned to a Bidder where one of the following circumstances has occurred:

- a) The Bidder is or has been involved in Litigation with the City, its elected officials, officers or employees;
- b) The Bidder has failed to pay an amount owed to the City when due and owing;
- c) There is documented evidence of poor performance, non-performance or default by the Bidder in respect to any Contract;
- d) The Bidder has withdrawn its Bid on a previous Bid Solicitation after Bids have been opened by the City;

- e) The Bidder is in breach of section 7 of the Purchasing By-Law (point of contact);
- f) The Bidder has been determined to be in non-compliance with the terms of the City's Fair Wage Policy as adopted pursuant to By-Law 2007-298;
- g) The Bidder or its personnel has demonstrated abusive behaviour or threatening conduct towards City employees, their agents or representatives;
- h) The Bidder has been convicted of a criminal or quasi-criminal offence including but not limited to fraud or theft; or,
- i) The Bidder has been convicted of an offence pursuant to the Occupational Health and Safety Act, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Bidder for the health and safety of its Workers or the general public.

For the purposes of this section 2.10, Bidder shall be deemed to include any related entity and any partner, principal, director or officer of such Bidder as well as any other legal entity with one or more of the same partner(s), principal(s), director(s) or officer(s).

2.11 Award

The City reserves the right in its sole discretion to award the Bid Solicitation in whole or in part. The Award of this Bid Solicitation is conditional upon the allocation of sufficient funds by the Council for the City of Greater Sudbury.

Tender award is subject to receipt of [Subject].

Lowest or any tender not necessarily accepted.

2.12 Bid Deposit, Performance Guarantee

Each tender must be accompanied by one of the following alternatives:

- A. A tender deposit in the form of a certified cheque or Letter of Credit in the amount of **5% of estimate plus 13% HST**. The Bidder must also provide an Agreement to Bond from a Bonding Company whereby the Bonding Company agrees to provide a 100 percent Performance Bond, in a form acceptable to the City Solicitor. An Agreement to Bond for any previous tender, or a Performance Bond from any previous contract is not an acceptable alternative to the Agreement to Bond requested.
- B. A tender deposit in the form of a Bid Bond in the amount of **15% of estimate plus 13% HST**. The Bidder must also provide an Agreement to Bond from a Bonding Company whereby the Bonding Company agrees to provide a 100 percent Performance Bond, in a form acceptable to the City Solicitor. An Agreement to Bond for any previous tender, or a Performance Bond from any previous contract is not an acceptable alternative to the Agreement to Bond requested.
- C. A deposit in the form of a Letter of Credit or certified cheque, in the amount of **25% of estimate plus 13% HST**. (Letters of Credit from a Caisse Populaire or Credit Union, properly completed will be acceptable).

Under alternatives (A), (B) and (C), the deposit of the lowest Bidder is retained until the contract is awarded and the contract documents executed and the Performance Bond or Performance Deposit is received by the City of Greater Sudbury.

Under alternatives (A) and (B), the 100% Performance Bond will remain in full force without reduction until the end of the maintenance period. Under alternative (C) the deposit of the successful Bidder must remain in full force until substantial completion, following which it may be reduced to **[\$1/3 of value "C"]** until the expiration of the maintenance period.

The Bid Deposit shall be forfeited to the Corporation if the Bidder who has been awarded the contract fails to execute and return the contract and to furnish all required documents within **fourteen** days after notice from the Corporation to do so.

2.13 Amounts All Inclusive

Unless otherwise stated herein, the price or prices bid by the Bidder shall be in full compensation for all items including but not limited to labour, equipment, materials, mobilization, demobilization, tipping fees, income taxes, overhead and profit, permit costs excepting only applicable taxes which shall be identified separately in the Bid. Any items omitted therefrom which are clearly necessary for the completion of the Work shall be considered part of the Work and included in the price Bid, notwithstanding that it may not be directly specified in the Bid Solicitation.

2.14 Taxes, Duties and Freight

Harmonized Sales Tax ("H.S.T.") applies to all goods and services purchased by the City. H.S.T. is calculated at the applicable rate and is payable by the City at the time payment is made for the purchase. Bidders will be required to register for purposes of the tax, collect the tax on their taxable supplies to the City and remit to governmental authorities as required by legislation. Bidders will be required to provide the City with their H.S.T. registration number. The H.S.T. will be identified separately on the bid form/form of tender. The total Contract price shall be inclusive of all government sales taxes, including H.S.T., custom duties and excise taxes applicable with respect to the Contract, and shall be paid by the Bidder unless otherwise provided by statute.

All invoices and progress billings issued to the City must contain adequate information and supporting documentation as specified by legislation and regulations for the purpose of input tax credits and/or rebates in respect of the H.S.T. payable or paid by the City. The successful Bidder, if and when required, will provide any necessary documentation that the City would require to support H.S.T. recovery claims.

Prices for any Goods shall be F.O.B. destination shown and shall include all fees, tariffs, charges, surcharges and/or expenses associated with the delivery of any kind.

2.15 Substitutions

Wherever possible generic specifications have been used to describe goods or services or the term "brand name" or "equivalent" to ensure that there are fair and equitable opportunities for all Bidders.

Where, pursuant to the Bid Solicitation, the Bidder is required to supply a product or group of related products designated by trade or supplier's name followed by the words "or approved equal" or similar terminology, the Bid Solicitation shall be based only upon supplying the product or group of products so designated, which shall be regarded as the standard of quality required by the specifications.

No request for a substitution shall be made by a Bidder prior to award of the Bid Solicitation. Subsequent to the Award, substitutions shall be made only with the prior written approval of the City, which approval shall be at the sole discretion of the City. No Bid price shall be based on a presumed acceptance by the City of a substitute item or supply.

2.16 Materials/Equipment

Goods of any type procured by the City hereunder shall be new and unused, of good quality and free from defects in workmanship, material and design. Receipt by the City of any goods, materials or equipment shall not waive any of the Bidder's obligations herein and any defective goods, materials or equipment shall be returned and replaced at the Bidder's sole risk and expense.

Unless otherwise stated, Goods, materials and equipment supplied shall comply with all applicable specifications and industry standards, whether or not such specifications or standards are referenced in this Bid Solicitation (for example CSA, ESA, UL, etc.).

2.17 Costs Incurred by Bidders

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith shall be the responsibility of the Bidder. No payment will be made for any Bid received or for any other effort required or made by the Bidder prior to commencement of Work as defined by the Bid Solicitation.

2.18 Background Studies and Information

Background studies and information such as soils reports or environmental studies are prepared for design purposes, and when provided to the Bidder, are for information purposes only (refer to **Division #5**). Bidders shall rely on their own investigation and interpretation of this information, and draw their own conclusions as to how this will affect their bidding and construction techniques.

2.19 Designated Substances

The City of Greater Sudbury has Asbestos Cement (AC) mains and services at various places throughout the City in both the distribution and collection systems. All persons involved in work for the City of Greater Sudbury (Workers and Supervisors) are required to be trained in and provide proof of training by a competent person in an Asbestos Awareness Program as a minimum. If any AC pipe will be disturbed during construction, proper handling and disposal practices shall be followed in accordance with Regulation 278/05 Asbestos on Construction Projects and in Building and Repair Operations.

2.20 Withdrawal of Bids

A Bidder may request that his or her submitted Bid be withdrawn, up until the expiry of the time for submission of Bids for a particular Bid Solicitation. A Bidder wishing to withdraw from a particular Bid Solicitation must execute an appropriate withdrawal form, signed by a principal of the Bidder, or provide a letter from the Bidder, signed by a principal, withdrawing the Bid. The Agent shall then return the withdrawn Bid unopened to the Bidder. The completed withdrawal form, specific to the time of return, shall then be signed by the Agent and kept with the other Bids until the opening of Bids.

The withdrawal of a Bid in accordance with this section shall not disqualify a Bidder from submitting another Bid for the same Bid Solicitation. The submission of more than one Bid from the same Bidder without following proper withdrawal procedures described herein shall result in the disqualification of the Bidder.

2.21 Limit on Liability

The Bidders agree that, if the City is found to be liable for any act or omission in respect of, without limitation, the administration of the procurement process or award by it of this Bid Solicitation, the total liability and aggregate amount of damages recoverable against the City for any matter or relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence or otherwise, shall be limited to the Bidder's cost of preparing its Bid.

2.22 Debriefing

Bidders may, within 60 business days of being informed that they have been unsuccessful in relation to this Bid Solicitation, make a written request to the official point of contact for a debriefing and the City shall arrange a debriefing meeting to discuss the details of the particular Bidder's submission.

Where a Bidder is dissatisfied subsequent to the debriefing meeting, he or she may, within 10 business days of the date of the debriefing meeting, file a formal written complaint to the City's Purchasing Agent which complaint shall be investigated and a written response provided within 60 business days of receipt of the formal written complaint.

2.23 Anti-Idling

The City endeavors to be an environmentally responsible municipal government. We encourage contractors performing Work on behalf of the City to avoid, whenever possible, unnecessary engine idling.

2.24 Fair Wage Policy

For all new building and renovation construction over \$160,000.00, the City of Greater Sudbury Fair Wage Policy must be adhered to. The City's Fair Wage Policy and the Provincial Wage Schedule for Zone 24 Sudbury can be found on our tender website:
<http://www.greatersudbury.ca/pubapps/tenders/>.

2.25 Application of Municipal Freedom of Information and Protection of Privacy Act

By submitting a Bid, the Bidder agrees that any and all information contained in its Bid will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Section 10 of MFIPPA extends protection in certain circumstances to records which reveal a trade secret or scientific, commercial, financial or labour relations information. The Information and Privacy Commissioner (IPC) has held that unit pricing, quantities and extended prices arising out of competitive procurement are records that a municipality may not refuse to disclose pursuant to section 10 of MFIPPA. Accordingly, the City reserves the right to disclose pricing information, including quantities and unit, extended and total pricing, and the Bidder, in submitting its Bid, hereby consents to such disclosure.

2.26 Conflict of Interest

Bidders shall immediately disclose to the official point of contact any potential or real conflict of interest whether direct or indirect in nature as it may relate to the City, its elected officials, officers, employees and/or the present Bid Solicitation. Where, in the City's opinion, a significant conflict of interest is found to exist and cannot be sufficiently mitigated, the City reserves the right to disqualify the Bidder from participating in the Bid Solicitation.

Part 3 – Submission Requirements

3.1 Submission Requirements

In addition and subject to the requirements of Schedule “B” of the City’s Purchasing By-Law attached hereto (refer to section 6), which should be carefully reviewed by Bidders, Bidders shall comply with the following submission requirements:

- a) The Bidder shall submit one copy of its Bid using the **current** Form of Tender and **current** Schedule of Unit Prices supplied by the City, complete in every detail, which shall contain a signature of the person submitting the Bid or the person duly authorized by a corporate entity to submit a Bid on its behalf.
- b) The Bid submission shall include the appropriate documents required under section 2.12 - Bid Deposit, Performance Guarantee.
- c) A complete tender shall be delivered to the Purchasing Agent, City of Greater Sudbury, **Supplies and Services Department, Second Floor, Tom Davies Square, 200 Brady Street, PO Box 5000, Station A, Sudbury, Ontario, P3A 5P3**, in a sealed envelope using the completed label sheet provided by the City to affix to the front of your envelope/package submission.

Part 4 – Terms and Conditions

4.1 Contract

Following the award of the Bid Solicitation, the City shall notify the successful Bidder(s) that its Bid has been accepted. Where applicable, the contract will be delivered to the successful Bidder(s) in person or by mail. The successful Bidder(s) shall have 14 calendar days from receipt of the document to execute and return same to the City. Failure to execute and return the contract within the specified time may result in legal action, the disqualification of the Bidder from future Bid Solicitations, the forfeiture of the Bid Deposit, the award by the City to another Bidder and/or the issuance of a new Bid Solicitation.

4.2 Payment Terms

Unless otherwise specified, the terms of payment for all invoices relating to this Bid Solicitation are net 30 days and the successful Bidder shall only invoice the City for Goods, Services or Construction provided in accordance with the Bid Solicitation or as may be mutually agreed in writing between the parties. Invoices shall include the contract number for the Bid Solicitation and any purchase order number, where applicable. Failure to reference the Contract number and/or purchase order number, where applicable, may result in the delay or non-payment of invoices.

For Bid Solicitations that involve Improvements as defined in the Construction Lien Act, the Bidder shall follow all steps required by such legislation and payment(s) by the City shall be made in accordance with the provisions thereof.

Where the City is of the opinion, in its sole discretion, that there are issues of quality, defects, non-conformance or non-performance the City, in addition to other legal rights it may have, reserves the right to withhold payment in an amount appropriate given the nature of the issue(s) until such issue(s) have been rectified to the City's satisfaction.

4.3 Permits, Licences and Approvals

Unless otherwise stated, the successful Bidder shall be responsible for applying for, obtaining and maintaining, at its own cost (excepting building permit fees, municipal site plan approval or committee of adjustment application fees) all necessary permits, licences, consents and approvals relating to the provision of the Work in accordance with the Contract and shall not do or cause to be done anything in violation of any such permits, licences, consents and approvals. If the attention of the successful Bidder is called to any such violation on the part of the successful Bidder, or of any person employed or engaged by the successful Bidder, the successful Bidder shall immediately, at its sole expense, cease such action and correct the violation. Further, upon completion of the Work, the Bidder must furnish final certificates of approval by the inspecting authority, where applicable and required.

4.4 Plumbing and Electrical Licences

[Designer to delete the entire section 4.4 Plumbing and Electrical Licences, if not required]

When required to obtain the City of Greater Sudbury plumbing licence, the Bidder will need to submit the following to the Licensing and Assessment Clerk.

- Plumbing Contractor Licence application.
- Certification of Plumbing Licence with copy of the actual Plumbing Licence from the Ministry.
- Certification of Insurance (\$1,000,000 minimum).

The City plumbing licence is effective for a one year period from January 1 to December 31 and must be renewed yearly.

Information on the fee schedule and method of payments is available from the Licensing and Assessment Clerk.

Please submit application for a plumbing licence and payment to:

**Licensing and Assessment Clerk
City of Greater Sudbury**

Mailing / Courier Address:

200 Brady Street, PO Box 5000, Station A, Sudbury, Ontario, P3A 5P3

Telephone: 705-674-4455 Extension 2320

Fax: 705-671-8118

Electrical Contractors must have a current electrical Certification for Electrical Contractor issued by the Electrical Safety Authority.

4.5 Cancellation/Suspension/Termination

The City, in its sole discretion and at any time during the term of the Contract hereunder, reserves the right, by notice in writing to the Bidder, to cancel or delete any portion of the Goods, Services or Construction that are the subject of this Bid Solicitation and the Bidder agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

The City, in its sole discretion and at any time during the term of the Contract hereunder, reserves the right, upon thirty (30) days notice in writing to the Bidder, to suspend or terminate without cause the Contract entered into hereunder and the Bidder agrees to such suspension or termination without any claim whatsoever because of such suspension or termination.

The City may immediately terminate the Contract by notice in writing where, the City, in its sole discretion, determines that the Bidder has failed to perform or supply the Goods, Services or Construction that are the subject of this Bid Solicitation or failed to comply with the requirements of the Contract between the parties.

4.6 Pre-Construction Meeting

Following Contract execution, a pre-construction meeting shall be scheduled with the successful Bidder. The successful Bidder will be required to submit to the City the following information at that time and prior to commencement of any Work, namely:

- A construction “progress schedule” indicating clearly the proposed order and time allowance for various phases of the Work in sufficient detail to show weekly progress and the completion of the Work in accordance with the date indicated by the City in the Bid Solicitation;
- A “Traffic Management Plan” in accordance with Section 106-4 “Maintaining Roadways & Detours” in the General Conditions.
- Any plans or other documentation required by the Occupational Health and Safety Act or the regulations adopted thereunder;
- A listing of subcontractors, where permitted, and suppliers that the Bidder wishes to utilize for completing the Work; and,
- For building construction and renovation the successful Bidder must provide current electrical and/or plumbing licenses.
- The name, address, phone number and email of the successful Bidder’s representative who will be handling claims from the general public.
- The successful Bidder is hereby advised that each member of the Contractor’s workforce including sub-contractors shall be required to successfully complete the NORCAT Worksite Safety Awareness training for City of Greater Sudbury. The registration form is accessible via the internet at the NORCAT website <http://www.norcattraining.com>. Training is performed at the NORCAT office. The cost of the training, as established by NORCAT, shall be the sole responsibility of the Contractor. The list of names of all employees of the successful Bidder and sub-contractors must be provided.

4.7 Workplace Safety and Insurance Board

Prior to commencement of any Work herein, the successful Bidder shall provide to the City a Certificate of Clearance from the Workplace Safety and Insurance Board. The successful Bidder shall maintain its good standing and shall provide to the City current Certificates of Clearance throughout the duration of the Contract.

In addition, the successful Bidder shall be required to provide a current Clearance Certificate to Construction Services for the payment of monthly progress certificates. Progress payment shall not be issued without a current Clearance Certificate. This also applies to any other payment.

4.8 Insurance

For the duration of this Contract, the successful Bidder shall, at its expense maintain in effect, with an insurer licensed in Ontario the following insurance coverages and policies:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) Dollars. Any Aggregate limit shall be equal to or greater than the amount of minimum requirements stated above, for the Comprehensive General Liability policy. Such policy shall include clauses for coverage of non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability, severability of interest and, where the Work involves the use of explosives, the insurance shall include coverage for the use of explosives;
- b) Automobile liability insurance including all vehicles and commercial trailers owned or leased by the successful Bidder, for an amount not less than Two Million (\$2,000,000) Dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement; **and,**
- c) **[WHERE REQUIRED]** The successful Bidder shall carry Sudden and Accidental Pollution liability coverage insurance with a minimum discovery and report period of 120 hours, covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than One Million (\$1,000,000) Dollars and shall remain in force for twelve (12) months following completion of work.
- d) **[WHERE REQUIRED]** Hook Liability: When installation of equipment requires the use of a hoist or crane to lift equipment into place.

The successful Bidder shall carry Crane and Hoist Operators Liability coverage (or endorsement) in an amount equal to the maximum replacement value of the property to be lifted at any one time, in the performance of the work, but in no event less than **[Designer to indicate value of object lifted]**.

Liability coverage must be provided by the successful Bidder for any bodily injury and/or property damage claim, as a result of the hook/tow/hoist operations.

Each policy of insurance shall provide that the policy shall be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the City. To the extent applicable, the policies herein shall include the City as an additional insured with respect to the successful Bidder's operations, acts and omissions relating to its obligations under the Contract. Each policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the successful Bidder. The successful Bidder shall be responsible to pay all deductible amounts.

Each policy of insurance shall also provide that neither the successful Bidder nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the City thirty days prior written notice. No policy shall contain any provision which would contravene the obligations of the successful Bidder hereunder or otherwise be to the detriment of the City.

Within 14 calendar days of being advised of the award, the successful Bidder shall provide or cause to be provided to the City a certificate of insurance completed by its insurer, in the City's standard form, which shows that the policy or policies placed and maintained by it complies with the requirements of this Bid Solicitation. Upon request by the City, the successful Bidder shall forthwith provide full copies of the insurance policies required herein. The City's standard Certificate of Insurance form can be obtained at: <http://www.greatersudbury.ca/business/tenders-purchasing/certificate-of-insurance-for-contractors/>.

The successful Bidder shall not commence work until satisfactory evidence of insurance has been filed with and approved by the City. No review or approval of any such insurance certificate by the City shall derogate from or diminish the City's rights or the successful Bidder's obligation contained in this Agreement. The successful Bidder shall further ensure that evidence of the continuance of said insurance is filed with the City prior to each policy renewal date for the duration of the contract.

If at any time the City is of the opinion that the insurance taken out by the successful Bidder is inadequate in any respect, it shall forthwith advise the successful Bidder and the successful Bidder shall forthwith take out additional insurance satisfactory to the City. The taking out of insurance shall not relieve the successful Bidder of any of its obligations under this Bid Solicitation or limit its liability hereunder.

4.9 Indemnification

The successful Bidder shall indemnify and save harmless the City, its elected and unelected officials, officers, employees and agents (the "Indemnified Parties") from and against all costs (including, without limitation, legal fees, disbursements and administrative costs), claims, actions, losses, injuries, expenses, damages, fines, judgments or recoveries suffered by or made, brought or recovered against the Indemnified Parties, or any of them, resulting from any act or omission, willful misconduct or errors of the successful Bidder, its directors, officers, employees, agents, assigns or anyone for whom at law the successful Bidder is responsible in connection with the Work provided, purported to be provided or required to be provided hereunder unless the injury, loss or damage is caused solely by the negligence of the Indemnified Parties while acting within the scope of their respective employment, roles or duties.

4.10 Set-Off

During the term of the Contract, the City reserves the right to set-off any indebtedness of the Bidder to the City, regardless of how such indebtedness arises, against amounts owed to the successful Bidder hereunder.

4.11 Ownership of Deliverables

Unless otherwise stated and to the extent permitted by law any deliverables required of the successful Bidder hereunder shall be the exclusive property of the City. The City shall own all rights of copyright and such deliverables shall not be used, copied or modified by anyone without the prior written permission of the City.

4.12 Salvage Goods

If the Work herein involves the removal or replacement of any Goods, material or equipment that may be of some continuing value, such Goods, material or equipment shall remain the property of the City unless otherwise stated herein and the successful Bidder shall return or provide such Goods, material or equipment to a location as determined by the City.

4.13 Confidentiality

The successful Bidder agrees that all personal information that it acquires knowledge of as a result of the Work will be used, retained, protected, disclosed and disposed of in accordance with all applicable municipal, provincial and federal laws and regulations governing the collection, use, retention, disclosure and disposal of such information, including but not limited to the Municipal Freedom of Information and Protection of Privacy Act. The successful Bidder shall not at any time before, during or after completion of the Work, use or disclose any personal or confidential information communicated to it or acquired by it in the course of carrying out the Work for any purpose other than the completion of the Work herein, in accordance with applicable law or as specifically agreed in writing by the City.

4.14 Accessibility

The City is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the standards under the Accessibility for Ontarians with Disabilities Act, 2005, (the "Accessibility Act") as may be amended from time to time.

Regulations enacted under the Accessibility Act apply to the City and third parties that provide goods and services to members of the public. The successful Bidder and any subcontractors hereunder will meet or exceed compliance with all applicable regulations under the Accessibility Act and it is the successful Bidder's responsibility to ensure it is fully aware of, and meets all requirements.



Declaration of Accessibility Compliance

Company Name: _____

Print Name: _____

Title: _____ **Dated:** _____

Re: Contract # _____

I/ we acknowledge that as a Contractor/Consultant of the City of Greater Sudbury we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

Authorized Signature

Dated

4.15 Applicable Law

The successful Bidder shall comply and ensure compliance with all applicable laws, regulations, rules and by-laws of the federal, provincial and municipal governments.

This Bid Solicitation and any Contract entered into between the parties hereunder shall be governed and construed in accordance with the laws of the province of Ontario. Any legal proceedings shall be commenced before the Superior Court of Justice in the District of Sudbury.

4.16 Assignment

The Bidder shall not assign, transfer, convey or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City which consent may be withheld or granted subject to conditions, in the City's sole discretion.

4.17 Occupational Health and Safety

The successful Bidder acknowledges that it has read, understood and shall at all times comply and take all necessary steps to ensure compliance by its workers and any subcontractors with all applicable federal, provincial or municipal legislation relating to occupational health and safety, all applicable regulations thereunder and any and all applicable industry standards and guidelines (the "Health & Safety Requirements") pertaining to the Work. The successful Bidder for this Bid Solicitation shall be the Constructor for the purposes of the Occupational Health and Safety Act (the "OHSA"), any regulations thereunder and any applicable industry standards and guidelines pertaining to the Work and shall meet all applicable requirements including but not limited to registration as a "constructor" and filing of a Notice of Project as may be required.

Without limiting the generality of the foregoing, the successful Bidder shall be responsible for taking every precaution reasonable in the circumstances for the protection of all workers associated with the Work, whether employed by the successful Bidder, the City, or a third party. The successful Bidder shall be solely and exclusively responsible for controlling the site of the Work and shall take all necessary steps to effectively direct and supervise the Work to ensure conformity with the Health & Safety Requirements.

The successful Bidder shall ensure that it has implemented and maintains a comprehensive safety program in relation to the Work including but not limited to having written policies and procedures relating to health and safety aspects of the Work, training on the Health & Safety Requirements, standards and guidelines and monitoring and enforcement of its safety program.

Upon request, the successful Bidder shall provide the City with its health and safety policies and program for control and supervision of the Work by the Constructor. The successful Bidder agrees that the receipt and/or review by the City of any health and safety policies, procedures or programs of the successful Bidder shall not constitute an approval as to the content of such policies, procedures or programs and it shall be the responsibility of the successful Bidder to ensure that such documents meet the Health & Safety Requirements.

The successful Bidder shall be responsible for the selection of its subcontractors and shall be solely responsible for the means, methods, techniques, sequences and procedures and for coordinating the Work and ensuring that foreseeable health or safety hazards are known by its own employees and the employees of any subcontractor as well as the employees of the City or any other third parties required to be at or on the project. The successful Bidder shall ensure that all of its employees and the employees of any subcontractor are qualified to perform the Work and are trained in the Health & Safety Requirements. The City or its authorized representatives shall have access to the site of the Work at all times for the purposes of determining compliance with the requirements of the Bid Solicitation and it is understood and agreed that the City shall not be performing any supervisory or inspection function with respect to the Health & Safety Requirements or controlling the Work at the site of the Work.

Prior to commencing any Work hereunder and in addition to the requirements above the successful Bidder shall ensure that each member of the Contractor's workforce including subcontractors successfully complete the NORCAT Worksite Safety Awareness training for City of Greater Sudbury. The registration form is accessible via the internet at the NORCAT website <http://www.norcattraining.com>. Training is performed at the NORCAT office. The cost of the training, as established by NORCAT, shall be the sole responsibility of the Contractor.

Part 5 – Definitions and Interpretation

5.1 Definitions

“City” means the municipal corporation of the City of Greater Sudbury;

“Work” shall include all Construction described or required by this Bid Solicitation;

5.2 Interpretation

- (a) Terms herein which are undefined herein shall, where applicable, have the meaning ascribed to them in the City's Purchasing By-law, as amended from time to time.
- (b) All references to amounts in this Bid Solicitation shall be in Canadian dollars unless another currency is specifically requested herein.

Part 6 – Schedules

[To Be Completed by Designer. (Reference Schedules Here). Each Tender is unique and may include different schedules such as Schedule B to the purchasing by-law, terms of reference, specifications, draft Agreement, Tender Bid form, General Conditions, special provisions, maps or sketches, Geotech reports, Designated Substance Report (DSS), environmental reports, drawings, energy audits, building condition assessments or any other pertinent reports or schedules as applicable.]

6.1 Schedule “B” to By-Law 2014-1 of the City of Greater Sudbury

6.2 Sample – Irrevocable Letter of Credit

6.3 Sample – Agreement to Bond

6.1 Schedule “B” to By-Law 2014-1 of the City of Greater Sudbury

The table below shows Page 1 of 4 of Schedule “B” to By-Law 2014-1 of the City of Greater Sudbury:

SCHEDULE "B"

to By-Law 2014-1 of the City of Greater Sudbury

Page 1 of 4

Unless indicated otherwise by the Agent in writing, where time is provided pursuant to this Schedule such time shall commence upon written notification being sent by the Agent.

	IRREGULARITY	RESPONSE
1	Late Bid.	Automatic rejection. Bid not to be accepted at the counter. If accepted (for example: received by mail) such Bid shall not be opened or read publicly and shall be returned to the Bidder.
2	Unsealed Submission Package	Automatic rejection.
3	Failure to attend or have a representative in attendance at a Mandatory Information Meeting within the prescribed time period.	Automatic rejection where such meeting is specified as mandatory in the Bid Solicitation.
4	Any other irregularities.	Automatic rejection. The Agent and the applicable SMT Member in consultation with the City Solicitor shall have authority to waive other irregularities or grant 4 business days to initial or correct such other irregularities determined by them to be trivial or insignificant.
Bid Deposit and Performance Guarantee (Where Required)		
5	No Bid Deposit, performance guarantee or agreement to bond or insufficient Bid Deposit, Performance Guarantee or agreement to bond.	Automatic rejection.
6	Failure to execute agreement to bond (Surety's Consent).	Automatic rejection.
7	Failure to execute Bid Bond by Bidder or Bonding Company.	Automatic rejection.

The table below shows Page 2 of 4 of Schedule "B" to By-Law 2014-1 of the City of Greater Sudbury:

SCHEDULE "B"

to By-Law 2014-1 of the City of Greater Sudbury

Bid Documents and Execution		
8	All required sections of Bid documents not completed.	Automatic rejection unless, in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the incomplete nature is trivial or insignificant in which case 4 business days shall be provided to complete the required sections.
9	All required Bid documents not submitted	Automatic rejection unless, in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the bid document not provided contains information which is trivial or insignificant in which case 4 business days shall be provided to submit the document(s).
10	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the qualification or restriction is trivial or not significant.
11	Bids received on documents other than those provided or specified by the City.	Automatic rejection unless in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the intention of the Bidder is clear and the Bid documents do not materially deviate from those provided by the City.
12	Bids Containing Clerical Errors, which are trivial or insignificant.	Four (4) business days to correct and initial errors. The determination of what constitutes trivial or insignificant errors shall be made in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor
13 (a)	Bids completed and/or signed in erasable medium.	Automatic rejection.

The table below shows Page 3 of 4 of Schedule "B" to By-Law 2014-1 of the City of Greater Sudbury:

SCHEDULE "B"

to By-Law 2014-1 of the City of Greater Sudbury

(b)	Failure to include a signature of the person authorized to bind the Bidder in the space provided in the Bid documents.	Automatic rejection. Where the Bidder has provided a signature that does not appear to be an original signature (for example: a photocopy) the Bidder shall be provided with 4 business days to provide an original signature.
14 (a)	Uninitialled changes to the Tender documents, other than unit prices, which are trivial or insignificant;	Four (4) business days to initial changes. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor.
(b)	Unit prices in the Schedule of Prices have been changed but not initialled and the Contract totals are consistent with the price as changed;	Four (4) business days to initial change in unit price.
(c)	Unit prices in the Schedule of Prices which have been changed but not initialled and the Contract totals are inconsistent with the price as changed;	Automatic rejection.
(d)	Unit price extension which is not consistent with the unit price.	The Agent will update the extended price based on the stated unit price. (No change shall be made to the stated unit price.) The Bidder shall be provided 4 business days to initial the changes as made by the Agent.
15	Other mathematical errors which are not consistent with unit prices or where an error has been made transferring an amount from one part of the submission to another	The Agent shall correct the error(s) or update with the amount shown before transfer, and shall update the ensuing totals accordingly. The Bidder shall have 4 business days to initial corrections as made by the Agent

The table below shows Page 4 of 4 of Schedule "B" to By-Law 2014-1 of the City of Greater Sudbury:

SCHEDULE "B"

to By-Law 2014-1 of the City of Greater Sudbury

16	Bids, in which all necessary Addenda have not been acknowledged.	Automatic rejection unless in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the addendum (addenda) does not significantly impact the bid, in which case the Bidder will be provided 4 business days to formally acknowledge the addendum (addenda) with no change or amendment permitted to the financial Bid.
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6.2 Sample – Irrevocable Letter of Credit

Letter of Credit #: _____ Amount: \$ _____

Initial Expiry Date: _____

TO: The City of Greater Sudbury
PO Box 5000, Station A
Sudbury, Ontario, P3A 5P3

We Hereby Authorize You to Draw on the

(Name of Bank and Branch)

(of _____, _____)
City Postal Code

for the account of _____
(Bank Customer)

Up to the Aggregate Amount of _____
(Dollar Amount, Canadian)

(\$ _____) Payable on Demand.
(available on demand as follows)

Pursuant to the Request of our customer: _____
(Bank Customer)

we the, _____
(Name of Bank)

hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of _____ as required pursuant to an Agreement made between the City of Greater Sudbury and _____ which may be drawn in whole or in part by you at any time, and

from time to time, upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have the right as between yourself and the (our) said customer to make such demand, and without recognizing any claim of our said customer, (or objection by customer of payment to you).

We Understand that this Letter of Credit relates to services to be performed pursuant to an agreement between the customer and yourself and referred to as the

(Name of Project or Contract Name and Number)

The Amount of this Letter of Credit may be reduced from time to time as advised by notice in writing (given to us) to the undersigned from time to time by you.

It is understood that this obligation is between the _____
(Bank Name)

and the City of Greater Sudbury and any notice referred to in the preceding paragraph shall not be used for any other purpose than herein set forth.

It is understood that the obligation of the undersigned under this Letter of Credit is an obligation to pay money only and that in no circumstances shall the _____
(Bank Name)

be obliged to perform or cause to be performed any work under the said Agreement.

This Irrevocable Letter of Credit will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth.

It is a Condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

The demand drawn under this Irrevocable Letter of Credit is to be endorsed and shall state on its face that it is drawn on _____
(Bank Name) (Bank Address)

Irrevocable Letter of Credit # _____, dated _____

Dated At _____, Ontario, this _____ day of _____ 20__

Countersigned

By: _____
(Name of Bank)

Per: _____
"I have the authority to bind the (Name of Bank/Caisse Populaire/Credit Union)".

"I have the authority to bind the (Name of Bank/Caisse Populaire/Credit Union)".
Per: _____

6.3 Sample – Agreement to Bond

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

_____ a bond

(Bidder's Name)

totalling One Hundred Per Cent (100%) of the Contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, if the tender for

_____ is

(Contract Number & Title)

accepted by the City of Greater Sudbury.

It is a condition of this Agreement that if the above mentioned tender is accepted, a Performance Bond must be completed with the undersigned within fourteen (14) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____ 201____

Name of Bonding Company

Seal

Signature of Authorized Person
Signing for Bonding Company