



**Contract ENG19-xx
Tender for
Scope of Work
Location
Limits**

**Issued By:
City of Greater Sudbury**

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April 2019

Engineering Services Division

City of Greater Sudbury

**Contract ENG19-xx
Tender For
[Contract Description]**

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(in Legal Copies only)

Division #1

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Division #1 - Instructions to Bidders

Note: Division #1 Instructions to Bidders is not to be deleted. Instead, if a section is not applicable, keep the section title and mark “Not Applicable”.

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/>.

1.3 Prequalification

[Select one below as applicable or delete]

A prequalification has been conducted for this Bid Solicitation and only those persons prequalified by the City may submit a Bid.

[OR]

This Bid Solicitation is not subject to prequalification.

Part 2 – Information for Bidders

2.1 Closing Date and Time and Unofficial Results

Note: When issuing a Draft tender document as part of the prequalification package, please indicate “To Be Determined” for the date under this section.

1. Closing Date and Time

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the City’s electronic tendering site, bids&tenders, no later than **1:30:00 p.m. (13:30:00 hours) local time on Xxxxxx XX, 2019** (the “Closing Date and Time”). The Closing Date and Time shall be determined by the bids&tenders web clock.

2. Unofficial Bid Results

Unofficial results will be posted on bids&tenders upon closing of the Bid Solicitation. These results are not official.

The City will post unofficial bid results that identifies all Bidders. Bidders acknowledge that this notification will disclose the pricing information submitted by the Bidder.

The City will review Bids for compliance before making an Award. Within 72 days of the Award, the City will post the results on bids&tenders.

2.2 Information Meeting

[Select ONLY one]

Bidders are invited to attend an **Optional** 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. All Bidders are urged to attend the Optional Information Meeting.

[OR]

Bidders are required to attend a **Mandatory** Information Meeting in **Committee Room [insert room #]** at **[insert time]**, on **[insert Date]**. Bidders that fail to attend the Mandatory 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.

[OR if an Optional or Mandatory Meeting for Tenders that were subject to prequalification]

There is no information meeting associated with this Bid Solicitation.

2.3 Communications and Official Point of Contact

Note: When issuing a Draft tender document as part of the prequalification package, please indicate "To Be Determined" for the date under this section.

The Official Point of Contact for this Bid Solicitation is **[insert Designer name or Project Manager/Purchasing Coordinator name if Designed by consultant]** 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 as per Section 2.4.

Nothing herein shall obligate the City to respond to any question or clarification request

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.

2.4 Questions, Clarifications and Addenda

1. Clarifications and Questions

The following apply regarding any request for clarifications and questions of any aspect of the Bid Solicitation:

- Bidders must submit requests for clarification through bids&tenders;
- Where a question relates to a specific section of this Bid Solicitation, reference should be made to the specific section number and page;
- Requests for clarification or questions must be submitted as soon as possible and no later than **12:00 Noon, [insert “Deadline Date for Questions – two business days before Addenda Deadline”].**

The City will provide Bidders with responses to questions that are submitted in accordance with the above, subject to the provisions of this Section. Questions and answers may be distributed in numbered Addenda to Bidders by posting such Addenda on bids&tenders or by sending an email notice from bids&tenders. In answering a Bidder’s questions, the City will set out the question(s), but without identifying the Bidder that submitted the question(s) and the City may, in its sole discretion,

- edit the question(s) for clarity;
- exclude questions that are either unclear or inappropriate, and
- answer similar questions from various Bidders only once.

Any answer that is intended to result in any change to any aspect of the Bid Solicitation will be formally evidenced through the issue of a separate Addendum for this purpose.

2. Addenda/Changes to the Bid Solicitation Documents

- a. The City may, in its sole discretion, amend or supplement the Bid Solicitation prior to the Closing Date and Time. The City will issue changes to the Bid Solicitation Documents by Addenda distributed in bids&tenders. No other statement, whether verbal or written, made by the City or the City’s consultant(s), including, for clarity, the Official Point of Contact, or any other person, will amend the Bid Solicitation.
- b. The Bidder is solely responsible to ensure that it has received all Addenda issued by the City.
- c. Bidders shall acknowledge receipt of any Addenda when submitting their Bid through bids&tenders. Bidders shall check a box for each Addendum and any applicable attachments that have been issued before a Bidder may submit their Bid.

- d. Addenda will be issued through bids&tenders at least three (3) business days prior to the Closing Time Date and Time; however, the City may issue other Addenda at any time.
- e. In the event an Addendum is not issued within three (3) days prior to the Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Bidder to have received and acknowledged all Addenda that have been issued. Bidders should check online at greatersudbury.bidsandtenders.ca prior to submitting their Bid and up until the Closing Date and Time in the event additional Addenda are issued. The City encourages Bidders **not** to submit their Bid **prior to** three (3) business days before the Closing Date and Time, in the event that additional Addenda are issued. If a Bidder submits their Bid prior to this or at any time prior to the Closing Date and Time and an Addendum is issued by the City, bids&tenders shall **WITHDRAW** the Bid Submission and change the Bid Submission to an **INCOMPLETE STATUS (NOT accepted by the City of Greater Sudbury)** and the withdrawn Bid Submission can be viewed by the Bidder in the **"MY BIDS"** section of bids&tenders. The Bidder is solely responsible to:
- make any required adjustments to their Bid; and
 - acknowledge the Addendum/Addenda; and
 - ensure the re-submitted Bid is **RECEIVED** by bids&tenders no later the Closing Date and Time.

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" of the City's Purchasing By-Law, available at <https://www.greatersudbury.ca/do-business/bidding-opportunities/policies-terms-and-conditions/>.

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

A Bidder may be excluded from eligibility to submit or a submitted Bid may be summarily rejected, where the Chief Administrative Officer, the Chief Procurement Officer and the applicable Executive Leadership Team Member agree, in consultation with the City Solicitor, in their absolute sole discretion that 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 and/or non-performance;
- (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 the Purchasing By-law;
- (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 or as amended;

- (g) the Bidder or its personnel have demonstrated abusive behaviour or threatening conduct towards City employees, their agents or representatives;
- (h) the Bidder has been convicted of a criminal offence including but not limited to fraud or theft;
- (i) the Bidder has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations including but not limited 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, City Employees or the general public;
- (j) the Bidder is bankrupt or insolvent;
- (k) the Bidder has made a false declaration(s); or,
- (l) the Bidder has committed professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Bidder.

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].

The lowest price Bid or any Bid shall not necessarily be accepted. While price and financial considerations constitute an element of the evaluation of Bids, several other considerations are to be taken into account in evaluating the Bids.

2.12 Bid Deposit and Agreement to Bond

1. Bid Deposit (Bid Bond)

Bidders shall submit a Bid Deposit to the City as assurance that, should the Bid be accepted by the City, the Successful Bidder will enter into a Contract in accordance with the terms of the Bid Solicitation within the (10) business days following written notification to the Successful Bidder by the City.

The Bid Deposit shall be in the form of a Bid Bond issued by a surety company authorized to transact the business of suretyship in the Province of Ontario (Surety Company) using the same content as CCDC 220 in an amount no less than fifteen percent (15%) of the Bidder's Contract Price, exclusive of HST, as per Division #2, Section 1. Schedule of Unit Prices.

A Bid Deposit submitted for any previous Contract is not an acceptable alternative for the Bid Deposit requested.

2. Agreement to Bond

Bidders shall submit an Agreement to Bond in the form of the Sample Agreement to Bond contained on our Website: <https://www.greatersudbury.ca/do-business/bidding-opportunities/bidders-information/> or other form used by a Surety Company for the required surety bonds (i.e. performance, labour/material) indicated in Section 4.5, to the satisfaction of the City.

3. Bid Deposit and Agreement to Bond Formats

Bidders shall submit a digital Bid Deposit and Agreement to Bond in an electronically verifiable and enforceable format (eBond).

All eBonds submitted must to be verifiable by a third party bond verification service. If an eBond cannot be verified, the City will have up to four (4) days to verify the eBond(s) submitted by the Bidder. If the City is unable to verify the eBond(s), the Bidder shall be provided four (4) business days to verify the eBond(s), to the satisfaction of the City.

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/Revision of Bids

Bidders may revise or withdraw their Bid **prior to** the Closing Date and Time. However, the Bidder is solely responsible to:

- a) make any required adjustments to their Bid; and
- b) acknowledge the Addendum/Addenda; and
- c) Ensure the re-submitted Bid is **RECEIVED** by bids&tenders by the Closing Date and Time.

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/business/tenders-purchasing/fair-wage-policy/>

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

Bids will be evaluated on the basis of all information provided by the Bidder. Each Bid will be reviewed to determine if the Bid is responsive to the mandatory requirements outlined below and within the Bid Solicitation. Failure to comply with these requirements will deem the Bid non-compliant. Refer to Section 2.8 – Bid Irregularities. The City requires that the Bidder supply the following for its Bid Submission on bids&tenders:

Requirement (bids&tenders Tabs)	Content	Mandatory (Y/N)	Submission Instructions
Step 1: Schedule of Prices	Schedule of items and bid price(s) that make up the Contract Price indicated in Division #2, 1. Schedule of Unit Prices.	Y	Refer to the Step 1: Schedule of Prices tab, in bids&tenders. Enter all required information.
Step 2: Specifications	Bidder Information Form	Y	Refer to the Step 2: Schedule of Prices tab, in bids&tenders. Enter all required information.
Step 3: Documents & Bonding	Bonding: As per Section 2.12	Y	Refer to the Step 3: Schedule of Documents & Bonding, in bids&tenders. All required bonds indicated in Section 2.12 are required to be submitted as a single upload; therefore, if the bonds are not merged into one (1) PDF, place the files into Zip File before. For instructions visit: https://www.greatersudbury.ca/do-business/bidding-opportunities/bidders-information/
Step 4: Bidder's Declaration & Addenda (if applicable)	Declaration, Addenda (if applicable)	Y	Refer to the Step 4: Bidder's Declaration & Addenda, in bids&tenders. Read and acknowledge the Declaration and any applicable Addenda.

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 ten (10) business 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 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.

The City will make payment for approved invoices by Electronic Funds Transfer (EFT). At the time of contract execution, the successful Bidder shall complete the City's Accounts Payable Direct Deposit Form as supplied by the City and provide banking information to facilitate EFT payment. Bank accounts must be held at a financial institution in Canada and all payments will be made in Canadian or US funds. In the event that the EFT information changes, the successful Bidder shall be responsible for providing forthwith the updated information to the City.

For Bid Solicitations that involve Improvements as defined in the Construction 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, Licenses 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.

[Add this section below if Plumbing and Electrical Licenses are 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.

4.4 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.

4.5 Surety Bonds

Prior to execution of the Contract, the successful Bidder shall deliver to the City the following surety bonds from a Surety Company in the prescribed form required by Regulation 303/18 of the *Construction Act*, R.S.O. 1990, c. C.30, (samples of the acceptable formats can be found on the City's Website: <https://www.greatersudbury.ca/do-business/bidding-opportunities/bidders-information/>) and in substance satisfactory to the City, guaranteeing the labour/material and performance of the Work within the stipulated period including the duration of the warranty period or maintenance period hereunder:

- a) Labour and Material Bond with a coverage limit of 50% of the Contract Price; and

[Choose one of the following]

- b) Performance Bond with a coverage limit of 50% of the Contract Price

OR

Performance Bond with coverage limit of 100% of the Contract Price

NOTE: The level of Project Bonding depends on the size, complexity and the risk. Typical Roads Projects would use 50% Performance Bond and 50% Labour and Material Bond. Critical Water and Wastewater Projects, where the schedule is high risk could use 100% Performance Bond. Each project should be evaluated on a case-by case basis and confirmed with the Director of Engineering.

If second option is confirmed and required for b) as "Performance Bond with coverage limit of 100% of the Contract Price", then section 6.3 for Sample Agreement to Bond is to be amended as such.

Upon the breach by the successful Bidder of any of the terms or conditions of the Contract, the City may, at any time, advance a claim against either or both surety bonds. The Bidder acknowledges and agrees that any claim advanced by the City against the surety bonds will not in any way limit the City's ability to collect additional amounts owing from the successful Bidder to the City.

4.6 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.

4.7 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 coverage and policies:

- a) Commercial 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 Commercial 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, tenants legal 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. The policy must also cover any bodily injury and/or property damage claim, as a result of the hook/tow/hoist operations; as an endorsement or extension of coverage under the Commercial General Liability policy;

NOTE Highlighted section to be excluded if a separate policy is required for Crane and Hoist Operators Liability coverage (Item i).

- 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 Contractors Pollution Liability or 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]** Errors and Omissions Liability: When necessary for professional services (drafting, engineering, and consulting services), the successful Bidder shall carry Professional Liability Insurance (in the form of Errors and Omissions Liability) covering the work and services described in this agreement. Such policy to provide coverage for an amount not less than One Million (\$1,000,000) Dollars and shall continue for twelve (12) months following completion of work.
- e) **[WHERE REQUIRED]** For work requiring the process of Hot Tarring and or Welding: The Commercial General Liability policy must be endorsed to include the hot tarring and or Welding services provided by the successful bidder. Confirmation of this extension of coverage will be accepted in a form of written confirmation from the successful Bidder's insurance representative or outlined within the certificate of insurance document.
- f) **[WHERE REQUIRED]** Drone or any remote-controlled flying vehicles must have a minimum of One Million (\$1,000,000) Dollars Aircraft liability coverage to cover liability for flights, landing and all use of the aircraft when it is used in any manner in connection to the terms and conditions of this contract.
- g) **[WHERE REQUIRED]** Cyber risk insurance – For contracts involving any work, sales or maintenance of the City computer network or any City equipment, device, program or site connected to the City computer network.

REQUIREMENTS – The Successful Bidder shall provide the following insurance:

Network/Cyber Security and Privacy Liability insurance including Payment Card Coverage Extension which shall cover liability for financial loss, imposed by law or assumed under contract for the failure or breach of network security, failure to safeguard against breach caused by hacking or viruses, unauthorized release of and/or failure to protect private personal or corporation information, theft of hardware on which data is stored, and costs to restore and/or recreate lost data. Such insurance shall be in an amount of at least Two Million (\$2,000,000) per claim, and shall provide for full defense costs.

- h) **[WHERE REQUIRED]** Marine liability insurance including all watercraft owned, operated 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 watercraft used in any manner in connection with the performance of the terms of this Agreement.
- i) **[WHERE REQUIRED]** 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 **[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 of Greater Sudbury 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, or using an insurance companies authorized certificate of insurance document signed by an authorized representative of the insurance company, which shows that the policy or policies placed and maintained by it complies with the requirements of this Bid Solicitation. Should a portion of liability coverage be written under the form of an Umbrella or Excess Liability policy, the certificate of insurance must clearly identify which underlying liability policy is affected by the umbrella or excess limits. Upon request by the City, the successful Bidder shall forthwith provide full copies of the insurance policies required herein.

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.

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.

CAUTION: It is the successful Bidder's responsibility to purchase such coverage including but not limited to all forms of liability coverage, property; equipment and contents coverage; boiler and machinery; crime and business interruption that are usual to that of a prudent business operation providing the same services, goods or productions within Canada. The limits and types of coverage requested herein are minimum requirements and may not reflect appropriate limits of insurance, potential insurable risks or exposures for all circumstances. It is the responsibility of the successful Bidder relying on the advice of their insurance and or legal representative to purchase higher limits or any additional coverage appropriate for all claim circumstances.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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 **CGS EHS Rules – Contractor is Constructor** 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.

“Contract Price” is defined in Division #2 1. Schedule of Unit Prices.

“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.

Division #2

Division #2

1. Schedule of Unit Prices
2. Standard Form of Agreement (Sample)

1. Schedule of Unit Prices

All unit prices are to be entered into the first Step “Schedule of Prices” on bids&tenders, where the built-in formulas will calculate subtotals and the Contract Price as per the below Summary of Contract Prices.

A preview of the pricing forms within bids&tenders are populated at the end of this document.

Summary of Contract Prices:

The following parts will make up the Contract Price.

Total Part “A” – Road and Storm Sewer

Total Part “B” – Sanitary Sewer

Total Part “C” – Watermain

Total Part “D” – Crack Sealing

Total Part “E” – Surface Treatment

Total Part “F” – Traffic Works

Contract Price does not include HST.

Abbreviations Used in the Schedule of Unit Prices:

*GSSD = Greater Sudbury Standard Drawings

*S.P. = Special Provisions

*L.S. = Lump Sum

*OPSS = Ontario Provincial Standard Specifications

*OPSD = Ontario Provincial Standard Drawings

2. Sample – Standard Form of Agreement

Page 1 of 4

This Agreement made in triplicate this **(day)** day of **(month)**, **(year)**.

Between:

City of Greater Sudbury

hereinafter called the "City"

of The First Part

- and - (Company Name)

hereinafter called the "Contractor"

of The Second Part

Whereas the City has awarded to the Contractor **Contract ENG19-xx** for the **(Contract Description)**, in the City of Greater Sudbury herein referred to and identified by the signature of the Contractor, the Contractor having put in a Tender therefor, a copy of which is hereto annexed, which said Tender was opened by the Tender Opening Committee on the (day) day of (month), (year), and was awarded by City Council on the (day) day of (month), (year), by Resolution Number (resolution number); or the General Manager;

Now Therefore, These Presents Witness that the Contractor hereby covenants and agrees with the City in manner following, namely;

(1) To execute and perform the whole of the work herein mentioned with due expedition and in a thorough workmanlike manner, in strict accordance with the provisions of this Contract, and the said Specifications and General Conditions and the Plans herein referred to (which are identified by the signature of the Contractor and the City's General Manager), and are made part of this Contract as if embodied herein, and thereafter to maintain the same as therein provided, and that in the execution and performance of the said work the Contractor will carry out, perform, observe, fulfil and abide by all the covenants, agreements, stipulations, provisoes and conditions mentioned and contained in the said Specifications and General Conditions to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated herein;

(2) To 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;

(3) To pay to the City, and to such its elected and unelected officials, officers, employees and agents (the "Indemnified Parties") thereof, on demand, any loss, costs, damages or expenses which may be paid, sustained or incurred by the City or any of its its elected and unelected officials, officers, employees and agents (the "Indemnified Parties") in consequence of any such action, suit, claim, lien, execution or demand, and any moneys paid or payable by the City or any of its its elected and unelected officials, officers, employees and agents (the "Indemnified Parties") in settlement or in discharge thereof, or on account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any moneys so paid or payable by the City, its its elected and unelected officials, officers, employees and agents (the "Indemnified Parties"), and also any moneys payable by the Contractor under any of the terms and conditions of this Contract may be deducted from any moneys of the Contractor then remaining in the possession of the City on account of this or any other Contract, or may be recovered from the Contractor the Surety named in the Bond hereto attached in any court of competent jurisdiction as moneys paid at their request;

And the Contractor hereby authorizes and empowers the City or its Solicitor for the time being to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the City or its said Solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the City or its Solicitor in its behalf, and to pay to the said Solicitor on demand his reasonable costs of defending, settling, or compromising any such actions, suits, claims, liens, executions or demands as the City may deem it expedient to defend, settle or compromise, and that in default of such payment the same may be deducted from any moneys payable by the City to the Contractor on any account whatever;

Provided, however, that the Contractor may at the expense of the Contractor, take charge of and conduct the defence in the name of the City to any such action, claim or suit.

The City covenants with the Contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, and if the Contractor shall carry out, perform, observe, fulfil, keep and abide by all the covenants, agreements, stipulations, provisoes, terms and conditions of this contract, the City will pay the Contractor therefor the Contract price (as determined by the unit prices and quantities involved) mentioned in said Tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender) and such payments may be made in the manner and subject to the holdbacks and liquidated damages mentioned in the said General Conditions, upon Certificates signed by the General Manager;

Provided that no money shall become due or be payable under this Contract unless and until a Certificate therefor shall have been signed by the General Manager, the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof;

Provided Further that the City shall not be liable or compelled to pay for any extras or additional work not included in this Contract except only in the manner and as provided for herein;

Provided Also that the City shall not be liable or compelled to grant or issue any Certificate for work rejected or condemned by the General Manager, or to pay any money therefor until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the General Manager, and it is hereby expressly provided that the granting of any certificate or the payment of any moneys hereunder shall not be construed as an acceptance of any bad or defective work or material to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to or discovered by the said General Manager at the time such Certificate was granted, or moneys paid therein;

And It Is understood and agreed between the parties hereto as follows:

That this Agreement and the covenants and conditions herein and in the General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Contractor and the City, respectively; and

In this Agreement, and in the Contract, of which this Agreement forms a part, the words "person", "Plans", "shall", "may", "herein", "works", "Contract", "Contractor", "Inspector", "General Manager", and the words used in the singular number or the masculine gender, shall have the meaning and effect given to them in the General Conditions hereto annexed, or in the Interpretation Act of the Revised Statutes of Ontario;

In Witness Whereof the parties hereto have affixed their Corporate seals to these presents duly attested by their proper signing officers authorized in that behalf.

Instructions on Signing

If the Contractor is a Corporation

If the Contractor is a corporation, a duly authorized officer(s) of the Corporation must sign on the signing line above the statement "I have the authority to bind the Corporation". If a Corporate seal is available, please affix the seal. The Contractor must date and also complete the **Company Name, Name of Person Signing, Position of Person Signing**, in the space provided.

If the Contractor is an Individual

If the Contractor is an individual, the Contractor must date and sign in the presence of a witness who must also sign.

If the Contractor is Partnership

If the Contractor is a partnership, at least one partner must sign and that partner warrants that he/she binds the partnership. The partner(s) must sign in the presence of a witness who must also sign. The Contractor must also date and complete the **Company Name, Name of Person Signing, Position of Person Signing, in the space provided.**

Contractor Date Here

Dated At _____, this _____ day of _____
(City) (day) (month) (year)

Contractor Sign Here

(Company Name)

_____/_____
(Name of Person Signing) (Please Print) (Position of Person Signing)

Signature of Person Signing
("I have the authority to bind the Corporation")

Signature of Witness
(if applicable)

City of Greater Sudbury

General Manager

Chief Administrative Officer or Chief Financial Officer

(Chief Administrative Officer or Chief Financial Officer's signature is not required if the contract is under \$5 Million) [remove this signing area completely].

Division #3

[select appropriate Division #3]

“Division #3 For Roads, Sewer & Watermain Contracts”

OR

“DIVISION #3 For Plants Contracts Only”

and delete the division not required]

Division #3

**For Roads
Sewer & Watermain Contracts**

(For Roads, Sewer & Watermain Contracts)

Division #3

Special Provisions

Section	Description	
1.	Commencement and Completion	
2.	Contractor Indoctrination	This entire Section is required for all Engineering projects
3.	Project Signs	Include this section only if project signs are not required. Section 105-7 of the General Conditions shall be amended accordingly.
4.	Site Office	Included here only if these are <u>not</u> required, and specify that the General Conditions are amended accordingly (Section 106-24 Field Office)
5.	Salvaging Structures	
6.	Lines and Grades	
7.	Construction Record Data	Special Provision for "Construction Record Data" to be provided by Engineering Services if applicable
8.	Equipment Restrictions	
9.	Pre-construction Meeting	Special Provision for "Critical Path Schedule" to be provided by Engineering Services if applicable
10.	Contract Items	
11.	Contract Sample Forms	Include Sample Forms (Restoration Release Form, Disruption to Municipal Services Advisory Notice, Bib Notification) if applicable

1. Commencement and Completion

a) Progress of the Work and Time for Completion

The Contractor shall begin work within one week of written instructions to do so and shall diligently prosecute his work on this Contract to completion by **[specify the completion Date]**, in accordance with Section 107-13 of the General Conditions. Working days do not apply to this contract.

b) Liquidated Damages

The parties to the Contract hereto agree that the Contractor will pay to the Corporation the sum of **\$1,000.00** per day **Liquidated Damages** for each and every calendar day's delay in finishing the work in excess of **[specify the completion Date]**, in accordance with Section 107-13 of the General Conditions. Working days do not apply to this contract.

2. Contractor Indoctrination

The Contractor is hereby advised that each member of the Contractor's workforce including subcontractors shall be required to successfully complete the NORCAT **CGS EHS Rules – Contractor is Constructor** 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.

3. Project Signs

Further to Section 105-7 of the General Conditions, Project Signs are not required.

4. Site Office

Further to Section 106-24 of the General Conditions, the site office shall not be required.

5. Salvaging Structures

Further to Section 106-28 of the General Conditions, the designated Public Works Depot for **Contract ENG19-xx** will be _____.

Items to be salvaged and delivered to the Designated Public Works Depot from **Contract ENG19-xx** are:

- Valves
- Hydrants
- Culverts
- Maintenance hole covers
- Catch basin covers
- Traffic signal poles c/w mast arms and light heads

6. Lines and Grades

Section 104-12 of the General Conditions is amended with the addition of the following:

The base line survey is referenced to the Canadian Spatial Reference System, NAD(83), and the co-ordinates are expressed in UTM Zone 17 or City of Greater Sudbury Zone 81.

7. Construction Record Data

Special Provision for "Construction Record Data" to be provided by Engineering Services, if applicable.

8. Equipment Restrictions

The use of Off Highway, Articulated or Rigid Frame Dump Trucks (rock truck) shall not be permitted for this contract. This supersedes any Oversize Load Permits issued by the City.

9. 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 "critical path 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. The "critical path schedule shall be submitted no less than 3 business days prior to the Pre-Construction Meeting;**

[Designer to include Special Provision for "Critical Path Schedule" in Division #3 if it applies]

- 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 subcontractors shall be required to successfully complete the NORCAT **CGS EHS Rules – Contractor is Constructor** 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 subcontractors must be provided.

10. Contract Items

The items in the Schedule of Unit Prices are intended to cover and include the supplying of all labour, equipment and materials (except as noted in the Information to Bidders and Special Provisions) necessary for the completion of the various works called for in this contract and the prices set out in the Schedule of Unit Prices for the said items shall be full compensation for the labour, equipment, material and equipment supplied to do all the work covered by the said items.

Following are special provisions pertaining to items listed in the Schedule of Unit Prices.

11. Contract Sample Forms

Available for download on the City's Website:

<https://www.greatersudbury.ca/do-business/infrastructure-and-city-construction/engineering-standards/standard-contract-documents-for-municipal-construction/>

- Restoration Release Form
- Disruption to Municipal Services Advisory Notice
- Bib Notification

**Contract ENG19-xx
Tender For
(Contract Description)**

Special Provisions Indexing

1. Hot Mix Asphalt

2.

3.

4.

Hot Mix Asphalt

Spec 310

S.P. #1

Special Provision for "Hot Mix Asphalt" to be provided by Engineering Services, if applicable.

[select appropriate Division #3]

“Division #3 For Plants Contracts Only”

OR

“Division #3 For Roads, Sewer & Watermain Contracts”

and delete the division not required]

Division #3

For Plants Contracts Only

(For Plants Only)

Division #3

Special Provisions

Section	Description
1.	Commencement and Completion
2.	Site Office
3.	Contractor Indoctrination This entire Section is required for all Engineering projects
4.	Confined Space Area Classification Requirements
5.	Interruption and Phasing of Work / Shutdowns
6.	List of Designated Substances
7.	Project Signs
8.	Dump Sites
9.	Pre-Construction Meeting
10.	Submittals
11.	Contract Items
12.	Contractor Daily Work Record (Sample)

1. Commencement and Completion

a) Progress of the Work and Time for Completion

The Contractor shall begin work within one week of written instructions to do so and shall diligently prosecute his work on this Contract to completion by **[specify the completion Date]**, in accordance with Section 107-12 of the General Conditions.

b) Liquidated Damages

The parties to the Contract hereto agree that the Contractor will pay to the Corporation the sum of **\$(amount)** per day **Liquidated Damages** for each and every calendar day's delay in finishing the work in excess of **[specify the completion Date]**, in accordance with Section 107-12 of the General Conditions.

2. Site Office

Further to Section 106-24 of the General Conditions, the site office shall not be required.

3. Contractor Indoctrination

The Contractor is hereby advised that each member of the Contractor's workforce including subcontractors shall be required to:

- a) Successfully complete the **NORCAT CGS EHS Rules – Contractor is Constructor** training for City of Greater Sudbury facilities. Course information including registration details is accessible via the internet at the NORCAT website <http://www.norcat.org>. Registration can also be made by phone contacting NORCAT directly at 705-521-8324. The cost of the training, as established by NORCAT, shall be the sole responsibility of the Contractor.
- b) Attend a mandatory site specific indoctrination meeting. This indoctrination is intended as information only to familiarize the Contractor with various plant alarms so they may develop appropriate emergency responses to the hazardous materials at the site.
- c) Submit a Daily Work Plan and Work Schedule to the Project Leader or Facility Supervisor. The successful Bidder agrees that the receipt and/or review by the City of the Daily Work Plan is to minimize the effect on City operations only and shall not constitute an approval as to the content of such plans or any Health and Safety Requirements and it shall be the responsibility of the successful Bidder to ensure that such documents meet the Health and Safety Requirements.

Daily Work Plans are to be submitted to the attention of one of the following supervisors or designate who can be reached by calling 3-1-1 or as follows:

Water Treatment Plant Supervisor III: 705-694-4728

Waste Water Treatment Supervisor III: 705-675-2622

Access to Water/Wastewater facilities shall be granted only to those workers who have complied with the above requirements. Failure to comply with these requirements will result in a possible work stoppage and removal of access privileges.

4. Confined Space Area Classification Requirements

The _____ may be considered “Confined Spaces” as per the Occupational Health and Safety Act and O.Reg 632.05.

The Bidder is hereby advised to consult the Ministry of Labour regarding safe work in these areas and that all work within the Confined Spaces and Classified areas shall be performed in accordance with the Occupational Health and Safety Act and its Regulations.

5. Interruption and Phasing of Work/Shutdowns

The Contractor shall co-ordinate all work with City of Greater Sudbury staff. Work shall be conducted to minimize disruption and shutdowns.

The Contractor shall provide _____ days notice of a planned shutdown.

6. List of Designated Substances

The Contractor is advised that the following chemicals are used and/or stored on site. The Contractor shall familiarise his work force with the WHMIS Material Sheet.

- a) _____
- b) _____

7. Project Signs

8. Dump Sites

9. 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 “critical path 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. The “critical path schedule shall be submitted no less than 3 business days prior to the Pre-Construction Meeting;**

[Designer to include Special Provision for "Critical Path Schedule" in Division #3 if it applies]

- 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 subcontractors shall be required to successfully complete the NORCAT **CGS EHS Rules – Contractor is Constructor** 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 subcontractors must be provided.

10. Submittals

Submit 6 copies of Shop Drawings showing all fabrication and installation details.

Include the following:

- Dimensioned outlined drawing
- Schematic diagram
- Component list, including makes and models
- Power and control connection diagram(s)
- Table of programmable parameters

11. Contract Items

**Contract ENG19-xx
Tender For
(Contract Description)**

Special Provisions Indexing

- 1.
- 2.
- 3.
- 4.
- 5.



12. Sample – Plants Section - Contractor Daily Work Plan Form

Plants Section

Contractor Daily Work Plan

A daily work plan must be completed as a condition of access by any contractor working in City of Greater Sudbury (City) Plants Section facilities. The work plan must specify all work locations, employees of the contractor, and a description of the work. Any variance in work plan must be communicated to the City Plant Supervisor (or designate). Forms will be posted for City employee information. All work performed must be in compliance with the City of Greater Sudbury Health & Safety Policies and Occupational Health & Safety Act & Regulations. Failure to comply will result in a review and possible work stoppage and removal of access privileges.

Date: mm/dd/yy: _____ / _____ / _____ **Time:** In _____ Out _____

City Facility Name: _____

City Project / Purchase Order: _____

Contractor Name: _____

Contractor Staff Names: _____

Contractor Contract #'s: _____

Specific Work Location: _____

Scope of Work: _____

Contractor Representative: _____

(Print Name)

(Signature)

City Supervisor (or designate): _____

(Print Name)

(Signature)

Division #4

Division #4

1. Index to Plans
2. Specifications Listing
3. Standard Drawings Listing

**Contract ENG19-xx
Tender For
(Contract Description)**

Specification Listing

The table below shows the Specification Listing.

OPSS Date	GSSS Date	Spec #	Title
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“See also the Instructions to Bidders and Schedule of Unit Prices for additional Specifications that may not be included here”.

**Contract ENG19-xx
Tender For
(Contract Description)**

Standard Drawings Listing

The table below shows the Standard Drawings Listing.

OPSD #	GSSD #	Rev.	Title
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“See also the Schedule of Unit Prices and Contract Plans for additional Standard Drawings that may not be included here”.

Division #5

Division #5
Soils Investigations

Division #5 provides a Soils Investigations Report provided by (Consultant name).

(available on bids&tenders for download)

Division #6

Division #6
City of Greater Sudbury
General Conditions

The City of Greater Sudbury has not adopted the Ontario Provincial Standards General Conditions.

The City of Greater Sudbury General Conditions are in effect and will be bound with the contract documents to be executed between the City of Greater Sudbury and the successful Bidder.

A copy of the City of Greater Sudbury General Conditions can be viewed at and/or obtained from the City's Engineering Services Division.

Website: <https://www.greatersudbury.ca/do-business/infrastructure-and-city-construction/engineering-standards/>