



Contract ENG24-xx
Tender for
Scope of Work
Location
Limits

Issued By:
City of Greater Sudbury

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Engineering Services Division

City of Greater Sudbury

**Contract ENG24-xx
Tender For
[Contract Description]**

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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]

In order to Bid on this Bid Solicitation, Bidders must have prequalified under RFPQ ISD20-181 RFPQ for Various Planned Linear & Bridge Capital Projects or maintained good standing from previous RFPQs. For more information, review the RFPQ on bids&tenders: <https://greatersudbury.bidsandtenders.ca/Module/Tenders/en/Tender/Detail/1674b50c-7b01-46f5-a514-76d8e8475552>

The applicable category for this Bid Solicitation, is **[Designer to Specify Category and Value here from table below]**. This prequalification will remain open for interested companies to prequalify throughout 2024, but companies must submit their RFPQ Response no later than **[Designer to Specify (i.e.: min 3 days before deadline for questions)]** before the Deadline for Questions in Section 2.4 of this Bid Solicitation (and be successful) in order to Bid on this Bid Solicitation.

Note: The above shall apply when a project is subject to the annual prequalification program under ISD20-181.

[OR]

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

Note: The above shall apply when a project is subject to project specific prequalification (i.e.: Facilities or complex projects not covered under the annual prequalification program).

[OR]

This Bid Solicitation is not subject to prequalification.

Note: Generally projects <\$500,000 are not subject to prequalification, however this depends on project complexity and risk. The project team shall determine if prequalification is required.

CATEGORY	DESCRIPTION	Construction/Project Value
1	Asphalt Resurfacing/Rehabilitation	>\$500,000, <\$1,000,000
		>\$1,000,000, <\$3,000,000
		>\$3,000,000, <\$5,000,000
		>\$5,000,000
2	Watermain and Sewer Replacement	>\$500,000, <\$1,000,000
		>\$1,000,000, <\$3,000,000
		>\$3,000,000, <\$5,000,000
		>\$5,000,000
3	Road Reconstruction, Widening	>\$500,000, <\$1,000,000
		>\$1,000,000, <\$3,000,000
		>\$3,000,000, <\$5,000,000
		>\$5,000,000
4	Surface Treatment	>\$3,000,000
5	Culvert Replacement	>\$1,000,000, <\$3,000,000
		>\$3,000,000
6	Concrete Sidewalk and Concrete Curb	>\$500,000, <\$1,000,000
		>\$1,000,000, <\$3,000,000
7 (New)	Bridge Replacement and Rehabilitation	>\$500,000, <\$1,000,000
		>\$1,000,000, <\$3,000,000
		>\$3,000,000, <\$5,000,000
		>\$5,000,000

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 [insert Date]** (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

Bidders are invited to attend an **Optional** Virtual Information Meeting at [insert time], on [insert Date]. The Information Meeting will be hosted through MS Teams. Plan takers who are interested in attending the meeting are asked to notify the official point of contact two (2) business days before the meeting date, so that a link to the meeting can be forwarded.

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. The Bidder shall also include in the price or prices an assumption that the Work will require the Bidder to comply with all applicable laws, including Ontario's environmental laws, and including as applicable to "excess soil", "excavated soil" and "waste" as each is defined or referred to in Ontario's Environmental Protection Act, R.S.O. 1990, c. E.19 and/or regulations thereunder. 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.).

[AND] (Designer to confirm if required (For Plants Contracts Only)

EQUIVALENT – FIRST NAMED EQUIPMENT/MATERIAL AND NAME ACCEPTABLE ALTERNATIVE EQUIPMENT/MATERIAL

The Contractor shall include in its Form of Tender the first named equipment/material or the acceptable alternative equipment/material specified by the Owner in the Form of Tender.

Where more than one trade or supplier’s name is given, the Contractor shall note that the design as shown on the drawing has been based on the First Name listed but that the Contractor may base their submission on any one of the other suppliers named. The Contractor shall circle the first named equipment/material or acceptable alternate equipment upon which its bid is based. Any design and/or construction changes necessitated by the use of proposed alternate equipment given in the Form of Tender shall be at the expense of the Contractor. The Contractor shall be responsible for assuring the proper fit and matching of all equipment or materials to surrounding pipe, equipment or materials.

No ruling on a proposed alternate equipment as an “approved equal” will be made before acceptance of a tender. No tender price shall be based on a presumed acceptance of any proposed alternate equipment.

After the acceptance of a tender, the Contractor may apply to the Owner to substitute proposed alternate equipment. In all cases, the proposed substitution must be justified by the Contractor in a written request to substitute to the Owner indicating reasons why the Contractor wishes to substitute (significant delay in delivery, improved quality or field service, amount of contract cost reduction, etc.), and be accompanied by sufficient descriptive and technical information for the Owner to thoroughly compare alternatives to what is specified and also be accompanied by the credit detailed in the Proposed Alternate Equipment Section of the Form of Tender. Failure to comply with this requirement to the Owner's satisfaction will result in rejection of the request due to insufficient information or time to evaluate. Only applications and submissions made by the Contractor related to substitution (alternatives) will be considered. Those submitted directly by the Sub-Contractors or Suppliers will not be given consideration.

The approval or rejection of a proposed substitute (alternative) shall be at the sole discretion of the Owner and the decision will be final.

The Contractor shall assume all responsibility for liabilities and additional costs that may arise as a result of the substitution (alternative) being accepted by the Owner.

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 (Designer to confirm -If not applicable, keep the section title and mark "Not Applicable".)

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 non-friable Asbestos Cement (AC) mains and services containing a minimum of 12% AC material, 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 non-friable 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: Specifications tab, in bids&tenders. Enter all required information.
Step 3: Documents & Bonding	Bonding: As per Section 2.12	Y	Refer to the Step 3: Documents & Bonding tab, 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 a Zip File before uploading. 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.

(For Plants Contracts only) For lump sum type contracts, the two (2) low Bidders shall, when requested by the City or Consultant provide a breakdown of the total tender price in the form included in the Form of Tender within two (2) working days after the opening.

If, in the opinion of the City or Consultant, the breakdown contains prices which are unbalanced, the Contractor will be required to submit data to substantiate his prices. In any event, the City or Consultant reserves the right to adjust the breakdown to correct any unbalance prices.

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) electronically, in person or by mail. The successful Bidder(s) shall have ten (10) business days from receipt of the document to execute the form of Agreement for the Contract 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.

The successful Bidder(s) agrees to execute the form of Agreement in accordance with the following signing instructions in the applicable space provided:

- a) If the successful Bidder(s) is a corporation, a duly authorized officer(s) of the corporation must date and sign on the **Signature of the Person Signing** line above the statement "*I have the authority to bind the Corporation*". If a corporate seal is available, please affix the seal. The successful Bidder(s) must also complete the **Company Name**, **Name of Person Signing** and **Title of Person Signing** lines.
- b) If the successful Bidder(s) is an individual, the successful Bidder(s) must date and sign on the **Signature of the Person Signing** line in the presence of a witness who must sign on the **Signature of Witness** line. The successful Bidder(s) must also complete the **Name of Person Signing** and **Title of Person Signing** lines.
- c) If the successful Bidder(s) is a partnership, at least one partner must date and sign on the **Signature of the Person Signing** line confirming that he/she has the authority to bind the partnership and sign in the presence of a witness who must sign on the **Signature of Witness** line. The partner(s) must also complete the **Company Name**, **Name of Person Signing** and **Title of Person Signing** lines.

For convenience, the form of Agreement may be executed and delivered in counterparts by email transmission scanned in a Portable Document Format (PDF – non-editable file) to the extent such electronic execution is permitted under the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended. Each instrument when executed in counterpart, scanned and delivered shall be deemed an original and all such instruments shall collectively constitute a valid and binding Agreement that has the same force and effect as a fully executed original. The successful Bidder(s) shall retain a record of the originally signed counterpart for at least two (2) years after termination, completion or expiry, and immediately upon written request by the City provide an originally signed counterpart of the Agreement.

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 (\$2,000,000 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 (Plus all applicable taxes); and

[Choose one of the following]

- b) Performance Bond with a coverage limit of 50% of the Contract Price (Plus all applicable taxes)

OR

Performance Bond with coverage limit of 100% of the Contract Price (Plus all applicable taxes)

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.

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 Five Million (\$5,000,000) 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 Two Million (\$2,000,000) 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 Two Million (\$2,000,000) Dollars and shall continue for twelve (12) months following completion of Work. Any Aggregate limit shall be equal to or greater than Four Million (\$4,000,000) Dollars.
- 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) Dollars 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 Contractor shall defend, indemnify and save harmless the City of Greater Sudbury and its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract.

This indemnity shall be in addition to and/or in lieu of any insurance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.

The Contractor covenants and agrees that they will take any and all action and will do and provide the services herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer ("Compliance Requirements") and hereby indemnifies and holds harmless the City of Greater Sudbury from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the City of Greater Sudbury relating to any failure of the Contractor, their employees, agents or contractors to comply with any Compliance Requirements. The Contractor shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contractor hereby acknowledges and agrees that it shall be solely responsible and liable to the City of Greater Sudbury for any breach of the confidentiality obligations herein by any person to whom access to the Confidential Information was provided.

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

Total Part “G” – Contingency

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

AGREEMENT

This Agreement is effective on the date of the last signature affixed hereto.

Between:

CITY OF GREATER SUDBURY

(the "City")

-and-

XXXXXXXXXXXXXXXXXX

(the "Contractor")

Whereas the City issued a formal request for competitive bids to procure the Work described as **(INSERT TITLE DESCRIPTION HERE)** under **Contract ENG 24-XX** and the Contractor has submitted a Tender in response;

And whereas the City has accepted the Tender of the Contractor who has the experience and expertise in the provision of the required Work;

Now therefore in consideration of the mutual covenants contained in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. All capitalized words or terms not otherwise defined in this Agreement shall have the same meaning as assigned in the City of Greater Sudbury General Conditions.
2. The Contractor shall furnish all necessary machinery, tools, equipment, materials, supplies, labour and any other means of construction to perform the Work to the satisfaction of the City in strict accordance with the provisions of the Contract.
3. The Work to be undertaken by the Contractor includes the performance of all works specified and necessarily incidental to the Contract.
4. The documents listed below represent the entire Contract and complete understanding between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral:
 - (a) Agreement;
 - (b) Addenda;
 - (c) Special Provisions;
 - (d) Bid Solicitation;
 - (e) Tender;

- (f) Contract Plans;
 - (g) City of Greater Sudbury Supplemental Specification (G.S.S.S.);
 - (h) City of Greater Sudbury Standard Drawing (G.S.S.D.);
 - (i) Ontario Provincial Standard Specifications (O.P.S.S.);
 - (j) Ontario Provincial Standard Drawings (O.P.S.D.);
 - (k) City of Greater Sudbury General Conditions; and
 - (l) Working Drawings.
5. The Contractor shall perform the Work for the price specified in the Tender.
 6. The Contractor shall complete the Work to the satisfaction of the City on or before the time specified in the Contract.
 7. The Contractor will be periodically paid for the performance of the Work, subject to any holdbacks, liquidated damages or other deductions applied by the City in accordance with the provisions of the Contract.
 8. The City shall not be liable or compelled to pay for any extras or additional Work not included in the Contract.
 9. No deviation from the requirements of the Work shall be permitted except for deviations made in accordance with the provisions of the Contract.
 10. The Contract may only be amended, altered, substituted, deleted, replaced or added to if such modification is mutually agreed between the parties in writing and expressly stated to be a modification to the Contract.
 11. Any notice, demand, approval, consent, waiver or other communication to be provided under the Contract shall be in writing.
 12. The Contract shall be interpreted in accordance with the laws of the province of Ontario, and any legal proceeding arising during or after the termination, expiry or completion of the Contract shall be commenced before the Superior Court of Justice in the District of Sudbury.
 13. The Contractor acknowledges that it may seek independent legal advice and represents that it has read and agrees to be bound by the provisions of the Contract.
 14. The Contractor represents that it has taken all necessary steps, done all acts and obtained all approvals within its power to provide authorization to enter into the Contract.

15. The provision of the Contract shall operate for the benefit of and be binding upon the City and the Contractor and their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized representatives.

Contractor Date and Sign Here

Dated at _____, this _____ of _____, _____.
(City) (day) (month) (year)

Company Name

_____/_____
Name of Person Signing (please print) Title of Person Signing

_____/_____
Signature of the Person Signing Signature of Witness
I have the authority to bind the Corporation (where applicable)
/ Partnership (where applicable)

City of Greater Sudbury

Dated at _____, this _____ of _____, _____.
(City) (day) (month) (year)

General Manager – Growth and Infrastructure

Chief Administrative Officer or Chief Financial Officer
[Remove signature line completely if the Contract is under \$5 million]

Division #3

**Division #3
Special Provisions**

Section	Description	
1.	Commencement and Completion	
2.	Public Relations	
3.	Operational Constraints	Include any operational constraints relevant to this contract (i.e.: Maintenance of Traffic, Access to Properties Adjoining the Work, Environmental Granular Driving Restrictions Water/Wastewater Requirements, etc.).
4.	Pre-construction Inspections	Include this section and special provision when proposed works has potential to impact nearby structures (e.g. Full depth road reconstruction in older neighbourhoods, significant rock removal using by mechanical means, significant grading works on private property, etc.).
5.	Seasonal Shutdown	Include this section and special provision when applicable (i.e.: When construction works are carried over to the following year).
6.	Qualification Requirements for Traffic Signal Installation Work	Include this section and special provision when applicable (i.e: Traffic Signal Work).
7.	Project Signs	Include this section when project signs are not required. Section 105-7 of the General Conditions shall be amended accordingly.
8.	Site Office	Included this section when a site office is not required, and specify that the General Conditions are amended accordingly (Section 106-24 Field Office).
9.	Salvaging Structures	
10.	Construction Record Data	Include this section and special provision when applicable.
11.	Equipment Restrictions	
12.	Pre-construction Meeting	

**Division #3
Special Provisions – Continued**

Section	Description	
13.	Contract Sample Forms	Include Sample Forms (Restoration Release Form, Disruption to Municipal Services Advisory Notice, Temporary Water Service Notification, invoice) if applicable. Draft Proper Invoice/Proper Invoice is to be included in all contracts.
14.	General Manager Designate	
15.	Contract Items	

All CGS Standard Special Provisions can be found here:
[Design Standards for Linear Construction by Category \(greatersudbury.ca\)](http://www.greatersudbury.ca/design-standards-for-linear-construction-by-category)

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. Public Relations

* [Designer to insert Public Relations Special Provision when required].

3. Operational Constraints

* [Designer to insert Operational Constraints Special Provision when required].

4. Pre-construction Inspections

* [Designer to insert Pre-construction Inspections Special Provision when required].

5. Seasonal Shutdown

* [Designer to insert Seasonal Shutdown Special Provision when required].

6. Qualification Requirements for Traffic Signal Installation Work

* [Designer to insert Qualification Requirements for Traffic Signal Installation Work Special Provision when required].

7. Project Signs

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

* [Designer Note: Include this section when project signs are **not** required].

8. Site Office

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

* [Designer Note: Include this section when a site office is **not** required, (example: multi-location projects)].

9. Salvaging Structures

Further to Section 106-28 of the General Conditions, the designated Public Works Depot for Contract ENG24-xx will be _____.

Items to be salvaged and delivered to the Designated Public Works Depot from Contract ENG24-xx include, but may not be limited to:

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

10. Construction Record Data

* [Designer to insert Construction Record Data Special Provision when required].

11. Equipment Restrictions

* [Designer to insert Equipment Restrictions Special Provision when required].

12. Pre-Construction Meeting

* [Designer to insert Pre-Construction Meeting Special Provision when required].

13. Contract Sample Forms

Available for download on the City's Website:

[Procurement and Contract Forms \(greatersudbury.ca\)](https://www.greatersudbury.ca)

- Restoration Release Form
- Disruption to Municipal Services Advisory Notice
- Temporary Water Service Notification
- Sample Draft Proper Invoice/Proper Invoice

14. General Manager Designate

The Project Manager has been designated by the General Manager to act on their behalf for the purpose of administering the Contract. Without limiting the generality of the foregoing, the Contractor shall direct all notices, documents, invoices, potential claims, requests for additional compensation and dispute resolution to the Project Manager, and copy the appointed Contract Administrator (where applicable), as specified below:

Project Manager

Name: XXXXXX XXXXXXXX

Title: Project Manager

Office: (705) XXX-XXXX ext XXXX

XXXX.XXXX@greatersudbury.ca

City Engineering Services Division
City of Greater Sudbury
P.O. Box 5000, Station "A"
Sudbury, ON, P3A 5P3

Note: Contract Administrator information to be included when applicable.

Contract Administrator

Name: XXXXXX XXXXXXXX

Title: Contract Administrator

Office: (705) XXX-XXXX ext. XXXX

XXXX.XXXX@greatersudbury.ca

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXX

15. 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, 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.

**Contract ENG24-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.

Division #4

Division #4

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

**Contract ENG24-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 ENG24-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: [CGS General Conditions \(greatersudbury.ca\)](https://www.greatersudbury.ca)