



City of
Peterborough

Request for Tenders Document No. T-15-14

Life Safety Upgrades at Various City of Peterborough Facilities

Mandatory Site Meeting

Friday, March 21, 2014 - See **Item 1.2** for details

Closing Date and Time

Thursday, April 3, 2014 before 3:00:00 p.m. local time

Bid Deposit

Mandatory - See **Item 5.1.1** for details

Distribution

Potential Bidders must provide contact information to the City, by email to tenders@peterborough.ca, in order to be placed on the Distribution List, and to be advised of any addenda or further information that may be issued.

The Accessibility for Ontarians with Disabilities Act; or “AODA”

AODA is meant to create accessibility for all Ontarians with disabilities by January 1, 2025. The Integrated Accessibility Standards; or “IAS”; were made law as Ontario Regulation 191/11. This bid solicitation document aims to communicate in a manner that is accessible to everyone by incorporating the following standards:

- a. Use minimum font size and appropriate font family: Arial 12;
- b. Use bold for emphasis, not italics and underlining;
- c. Use sentences written in a combination of upper and lower case letters;
- d. Align text to the left margin;
- e. Use standard date format, e.g. yyyy-mm-dd; and
- f. Use page numbering - see header.

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1.0 Introduction

1.1 General Information

The City of Peterborough; or the “City”; appreciates your interest in this Request for Tenders; or “RFT”.

Through this RFT, the City is seeking to retain the services of an established Electrical Contractor; or “EC”; for **Life Safety Upgrades at City Hall, 500 George Street North, Peterborough and the Millenium Park Boathouse, 1 King Street, Peterborough**; the “Work”/the “Project”.

Refer to **Section 7.0** for information on specifications.

Notwithstanding any terms or conditions contained in this RFT, the City reserves the right to award the Contract, in whole or in part, to one or more successful Bidders, or to cancel this RFT for reasons that are in the best interest of, and provide the best value, for the City.

1.2 Site Meeting Mandatory

A mandatory site meeting will be held on **Friday, March 21, 2014 at 9:00 a.m. local time**, in the City Board Room at City Hall, 500 George Street North, Peterborough, Ontario. Appropriate contact people will be available to answer any questions the Bidders may have. A site meeting shall take place at the Millenium Park Boathouse, 1 King Street, Peterborough, Ontario immediately following the City Hall site meeting.

Submissions from Bidders who do not attend and register at this meeting, or arrive after official attendance has been taken, will not be considered.

Bidders who wish to submit a Tender must register using the legal name of the Company that will be submitting a Tender. Provision of a business card with registration is also preferred. Sub-contractors/suppliers/sub-consultants are permitted to attend the site meeting, but it is not mandatory.

Bidders acknowledge that by submitting a Tender, they have made themselves fully aware of the site, if applicable, and requirements of this RFT, and that any and all inquiries pertaining to this RFT have been satisfied and are included as part of the Tender price(s).

Information discussed at this mandatory site meeting is considered unofficial and will only be considered official when issued in an addendum prior to the Closing. See **Item 5.2**.

1.3 Attachments

The following Attachments are provided for information purposes.

Attachment 1 – Representation, Warranty and Acknowledgement Regarding
Accessibility Training

Attachment 2 – City Hall Life Safety Drawings and Specifications

Attachment 3 – Millenium Park Boathouse Drawings and Specifications
Attachment 4 – Hazardous Building Materials Survey, City Hall
Attachment 5 – Hazardous Building Materials Survey, Millenium Park Boathouse
Attachment 6 – General and Supplementary Conditions

1.3.1 Drawings and Specifications

Electrical drawings and specifications are an integral part of the specifications and are included in **Attachments 2 and 3**, as listed in **Item 1.3**, as a separate PDF. Full size drawings are not available from the City and must be printed by the Bidder at their own expense.

List of Drawings Attachment 2

E1 Lower Level
E2 Ground Floor
E3 Second Floor & Penthouse
E4 Lower Level and Ground Floor Annex
E5 Second Floor Annex, Legends and Notes

List of Drawings Attachment 3

FA1 Emergency Lighting & Fire Alarm Layout

1.4 Appendices

The Appendices listed below are included in this RFT. They are to be completed and submitted as part of the Tender:

Appendix A – Submission Cover Page and Checklist
Appendix B – Acknowledgements
Appendix C – Pricing
Appendix D – Sub-Contractors/Suppliers/Sub-Consultants
Appendix E – References
Appendix F – Representation, Warranty and Acknowledgement of Asbestos Awareness Training

1.5 Consultant

Durham Energy Specialist Limited has been retained by the City as the consulting engineer, or the “Engineer”, for this Contract.

Durham Energy Specialist Limited
209 Dundas Street East, Unit 106
Whitby, Ontario L1N 7H8

1.6 City Representative

The City representative shall be referred to as the “Owner”.

City of Peterborough
500 George Street North
Peterborough, ON K9H 3R9
Representative: Mac McGillivray, Property and Energy Manager
Email: mmacgillivray@peterborough.ca
Fax: 705-876-4606

1.7 General Definitions

“Acceptable form of collateral” means certified cheque, money order, bank draft, or an irrevocable letter of credit, or bid bond issued by a surety company licensed and qualified to function in the Province of Ontario.

“Agreement to Bond” means a letter or form issued by a licensed bonding agency advising that, if the Bidder is successful, the bonding agency will issue required bond(s).

“Award” means the acceptance of a Tender in accordance with this RFT.

“Bidder” means a person or company that submits a Tender.

“Successful Bidder” means the person, partnership or corporation, e.g. a contractor/vendor, and any employee, agent, representative or officer, or sub-contractor/supplier/sub-consultant thereof that has been successful in the award of a Tender and thereby agrees to supply the goods/services under the terms of the RFT and is undertaking the Work as identified in the Contract.

“Bid Deposit” means certified cheque, money order, bank draft, irrevocable letter of credit, or bid bond issued by a surety company licensed and qualified to function in the Province of Ontario, submitted by a Bidder as evidence of their commitment to enter into a Contract to do the Work outlined in the RFT.

“Bid Solicitation” means a formal competitive procurement process.

“Budget” means an amount approved by Council for operating expenses or capital projects.

“Certificate of Insurance” means a certified document issued by an insurance company licensed to operate in the Province of Ontario, certifying that the Bidder is insured in accordance with the City’s requirements.

“Change Order” means a written order issued from the City that changes the scope or specifications of the Work.

“City” means The Corporation of the City of Peterborough.

“Consultant” means the provider of a service who, by virtue of professional expertise or service, is contracted by the City to undertake a specific task or assignment. Examples include: a planner completing a specific study; an architect or engineer drawing plans and managing construction for a particular building or project; a lawyer representing the City for a particular legal matter; an appraiser providing an opinion of value on an asset; etc.

“Contract” means a binding agreement between the City and one or more other parties, which has been duly authorized and executed, in accordance with the City’s Purchasing By-law.

“Contract Documents” means the RFT and any addenda, the Contract and the successful Bidder’s Tender.

“Contract Administrator” or **“Engineer”** or **“Project Manager”** means the City employee, consultant, or such other officer, as may be authorized by the City to act in a particular capacity.

“Goods/Services” means supplies, equipment, maintenance, and professional services.

“Irrevocable Letter of Credit” means an irrevocable document on a financial institution’s standard form requesting that the party to whom it is addressed pay the bearer or a person named therein money as a result of failure to perform or to fulfill all the covenants, undertakings, terms, conditions and agreements contained in the Contract.

“Material Safety Data Sheets; or MSDS” means information that must be submitted by the successful Bidder for all hazardous materials, including an index of chemical compounds, with details of properties, handling details, precautions and first-aid procedures.

“Owner” or **“Authority”** or **“Corporation”** means The Corporation of the City of Peterborough, or designate.

“Request for Tenders; or RFT” means a solicitation from the City to potential Bidders to submit a Tender.

“Surety” means a specified dollar amount in the form of certified cheque, bid bond, performance bond, labour and materials bond, letter of credit or any other form as deemed necessary and stated in a Quotation, Tender or Proposal request issued by the City.

“Tender” means a written offer, or Bid, in the specified form, received from a Bidder in response to a public invitation to provide goods and/or services based on an approved format of the City, and containing terms and conditions.

“WHMIS” means Workplace Hazardous Materials Information System.

“Work/Project” means the goods and/or services supplied by the successful Bidder pursuant to the Contract, and include all labour, materials, equipment, and any other items, which are required to execute the Contract.

2.0 Closing Date and Time

Sealed Tenders are to be submitted to the City of Peterborough, Corporate Services, Tenders and Proposals, Main Floor, City Hall, 500 George Street North, Peterborough, ON, **before 3:00:00 p.m. local time, on Thursday, April 3, 2014**; or the **“Closing”**.

The time registered on the City Hall digital clock, will be considered the official time of day when determining exact time of submission. All Tenders received before the Closing will be marked by City staff with the date and time received.

Tenders will not be accepted after the Closing.

3.0 Opening Date, Time and Results

All Tenders received on time will be opened in public on **Thursday, April 3, 2014 at 3:15 p.m. local time**, at City Hall.

The names of Bidders and the financial information read at the Opening, as identified in **Appendix C**, will be available after the Opening on the City website at www.peterborough.ca/tenders-quotes-proposals. This information is unofficial, subject to review and award.

Bidders will not be notified in writing of the Opening results.

4.0 City Contacts

4.1 Contacts

Bidders may only contact Mac MacGillivray, Property and Energy Manager, **in writing only**, by email to mmacgillivray@peterborough.ca, or by fax to 705-876-4606, with questions related to the detailed specification, drawings, if applicable, or the nature of the goods/services requested in this RFT.

Questions related to the bid solicitation process itself should be addressed only to Bernadette Lawler or Marla Sutherland of Corporate Services, **in writing only**, by email to tenders@peterborough.ca, or fax to 705-876-4607.

In accordance with Part 5, Section 10 (6) of the City's Purchasing Policy By-law 10-132, City Council members and employees, other than the employees who are the official City Contacts identified in the RFT, or their designates, are prohibited from discussing any aspect of an RFT process with a prospective Bidder, from the time the RFT is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Bidders are cautioned, therefore, to deal exclusively with the City Contacts referenced in this Section, or their designates.

4.2 Errors, Omissions and Questions

The City shall not be held liable for any errors or omissions in any part in this RFT.

Bidders with questions related to this RFT, finding errors in, or omissions from the drawings or documents, or having any doubt as to the meaning or intent of any part of the RFT, must fax or email a City Contact listed in this Section,

providing reference to the applicable Section(s) and item number(s) before 12:00 NOON local time, on Wednesday, March 26, 2014. This will allow staff time to respond or to prepare and distribute an addendum, as necessary, and to allow time for Bidders to receive and process the new information. Questions received after this date and time will not be addressed.

There will be no consideration of any claim after submission of the Tender, that there is a misunderstanding with respect to the conditions imposed by the RFT.

Nothing in the RFT is intended to relieve the Bidder from forming their own opinions and consideration with respect to the matters addressed in the RFT.

The RFT, all attachments, appendices and addenda, if applicable, are available on the City website at www.peterborough.ca/tenders-quotes-proposals T-15-14.

5.0 Instructions to Bidders

5.1 Bid Deposit

5.1.1 Amount

The Bidder shall include either a certified cheque, money order, bank draft, irrevocable letter of credit, or bid bond issued by a surety company licensed and qualified to function in the Province of Ontario, in the amount of **at least 10% of the Tender amount, excluding HST, as stated in Appendix C, Table 1, Line 1.3**, payable to The Corporation of the City of Peterborough; hereinafter referred to as the "Bid Deposit". The Bid Deposit shall be attached to the front of the submission marked "Original".

A bid bond or letter of credit must be valid for 90 days after Closing.

To ensure 10% of the price requirement has been met, the Bid Deposit calculation should be rounded up to the next highest dollar. As an example, a Bid Deposit of 10% on the submitted price of \$945,657.23 would be \$94,566.

5.1.2 Purpose of Bid Deposit

Through the Bid Deposit, the Bidder acknowledges that:

- a. The Tender has been submitted in good faith, and with no collusion with any other Bidder;
- b. The Tender is genuine and accurate;
- c. The City can rely on the representations in the Tender; and
- d. The Bidder shall fulfill all requirements of the Tender if the City accepts it.

The City shall not pay interest on the Bid Deposit.

5.1.3 Failure to Provide

Failure to provide any Bid Deposit will render the Tender null and void. The Tender, in such cases, shall not be accepted by the City, and shall not qualify as a Tender. In such circumstances, the Bidder will be notified.

5.1.4 Perfecting the Bid Deposit

Failure to provide a Bid Deposit in the proper form or quantum may, at the discretion of the City, render the Tender null and void. The City, however, reserves the right to have a Bidder perfect the Bid Deposit in proper form or quantum at the City's option within two working days after the City has notified the Bidder in writing of the need to perfect the Bid Deposit. The Bidder can then perfect the Bid Deposit provided that:

- a. The Bid Deposit is then in proper form; and
- b. The Bid Deposit is then provided in an amount which is at least twice the amount stated in **Item 5.1.1**.

5.1.5 Forfeit of Bid Deposit

The Bid Deposit of the successful Bidder shall be forfeited to the City in the event that the successful Bidder, prior to executing a Contract, notifies the City that they are not prepared to complete the Work.

The Bidder acknowledges that any forfeiture of the Bid Deposit does not relieve the Bidder of their liability to pay damages sustained by the City arising from failure by the Bidder to enter into a Contract with the City.

5.1.6 Return of Bid Deposit

The Bid Deposit of the successful Bidder will be returned after all the documents are completed to the satisfaction of the City, and in particular:

- a. The successful Bidder has executed the Contract, if required in the RFT, with the City; and
- b. The successful Bidder has provided all insurance and bonding information, if required in the RFT.

The Bid Deposit provided by each unsuccessful Bidder shall be returned within 10 working days from the date of the City entering into a Contract with the successful Bidder.

All Bidders acknowledge the length of time between the Closing and the time Bid Deposits can be returned may be substantial.

If, for whatever reason, the City decides not to accept any of the Tenders, all Bid Deposits will be returned.

5.2 Addenda

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to, or clarification of, the RFT;
- b. Extension of the Tender Closing;
- c. Retraction or cancellation of the RFT; or
- d. Response to Bidder's questions.

All Bidders must register with Corporate Services, at tenders@peterborough.ca, providing company and contact information, including mailing and email addresses, phone and fax numbers, in order to be advised of addenda, if issued, or further information, and to be placed on the Distribution List.

All addenda issued to registered Bidders will include a covering letter, asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be emailed or faxed to the latest contact information, as provided by the Bidder. It is the Bidder's responsibility to notify Corporate Services of any change to their contact information.

Although the City will make every reasonable effort to ensure a Bidder receives all addenda issued, it is the Bidder's ultimate responsibility to ensure all addenda have been received and are reflected in their Tender.

The Bidder shall confirm the number of addenda received, when completing **Appendix B**.

All addenda will be posted on the City's website at www.peterborough.ca/tenders-quotes-proposals – T-15-14. Bidders should refer to the website before submitting to ensure they are aware of all addenda.

5.3 Tender Submission

5.3.1 All Requirements

The Bidder shall complete and submit all requirements indicated, and in the order stated in **Appendix A**, which is the:

- a. Cover Page for the Tender submission;
- b. Checklist of what is to be included in the Tender submission; and
- c. Confirmation by the Bidder of items included in the Tender submission.

5.3.2 Original

The Tender shall be typed or written in ink. It shall contain original signatures, where required, and shall clearly be marked "Original" and shall include all requirements, as set out in **Appendix A**. Note: the Bid Deposit shall be attached to the front of the Original.

5.3.3 Copies

In addition to the Original, the Bidder shall also submit **one unbound reproducible copy** of all requirements, as set out in **Appendix A**.

5.3.4 Binding and Irrevocable

Offers made in a Tender will be considered by the City to be binding and irrevocable, and shall remain open for acceptance by the City for a period of 90 days from the Tender Closing.

5.3.5 Addressing Tender for Submission

A Tender shall be accepted only when submitted in an envelope sealed and clearly addressed to “**City of Peterborough, Corporate Services, Tenders and Proposals, Main Floor, City Hall, 500 George Street North, Peterborough, Ontario, K9H 3R9**” and marked “**T-15-14 – Life Safety Upgrades at Various City of Peterborough Facilities**” and include the name and address of the Bidder.

5.3.6 Collect

Bidders should not send Tenders collect by courier or with insufficient postage. Tenders determined to be collect by courier, or with insufficient postage, will be invoiced accordingly at a later date.

5.3.7 Fax/Email

Faxed or emailed Tenders will not be accepted.

5.4 Adjustments to Tenders

Adjustment requests received by telephone, email, mail or fax shall not be considered.

5.4.1 Request to adjust a Tender before Closing

A Bidder who has already submitted a Tender may make a request to adjust their Tender before the Closing time.

In order to make the adjustment, the already submitted Tender may:

- a. Be returned to the Bidder for adjustment and re-submission before the Closing time; or
- b. Be superseded by the Bidder making another submission before the Closing time.

The Tender contained in the envelope bearing the latest date and time shall be considered the intended Tender and any others shall be considered withdrawn and will be returned to the Bidder. Authenticity of the request may be confirmed by the City.

5.4.2 Request to withdraw a Tender before Closing

A Bidder who has already submitted a Tender may request that their Tender be withdrawn before the Closing time. The request must be provided in writing, on Company letterhead, and include contact information for verification.

Authenticity of the request may be confirmed by the City. Tenders withdrawn under this procedure cannot be reinstated.

5.4.3 Request to withdraw a Tender during Tender Opening

When several RFTs are being opened at the same Opening, at the conclusion of the reading out of the pricing of an RFT, the low Bidder on that RFT may request the withdrawal of any of their remaining Tenders for the RFTs yet to be opened. The withdrawal shall be allowed if the request is made in person. Authenticity of the request may be confirmed by the City.

Corporate authorization and identification are required before the City will return the original Tender. Tenders returned under this procedure cannot be reinstated.

5.5 Indemnification and Insurance

5.5.1 Indemnification

The successful Bidder shall, at all times, indemnify and save harmless the City, its employees and Members of Council from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the City in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Contract, provision of services or any operations connected therewith except for the negligence or willful misconduct of the City.

5.5.2 Insurance General Information

All insurance costs related below will be borne by the successful Bidder.

All applicable deductibles under the required insurance policies are at the sole expense of the successful Bidder.

All policies shall apply as primary and not as excess of any insurance available to the City.

All policies shall be endorsed to provide the City with not less than 30 days written notice of cancellation, change or amendment restricting coverage.

All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.

The successful Bidder shall ensure that all sub-contractors/suppliers/sub-consultants, if applicable, have valid coverage with the same limits and wording as outlined in any of the sub-sections of **Item 5.5**.

The following requirements are standard for the City and are included as an indication of the level of coverage which will be sought by the City.

a. **Commercial General Liability**

The successful Bidder shall provide and maintain, during the term of the Contract, Commercial General Liability insurance, subject to limits of not less than **\$2,000,000** inclusive per occurrence, and with a property damage deductible not to exceed **\$5,000** or as agreed to by the City. To achieve the

desired limit, umbrella or excess liability insurance may be used. The coverage shall include coverage for, but not be limited to:

- i. Bodily injury including death;
- ii. Damage to property including loss of use thereof;
- iii. Premises and operations liability;
- iv. Products or completed operations liability;
- v. Blanket contractual liability;
- vi. Cross liability clause;
- vii. Severability of interest clause;
- viii. Contingent employer's liability;
- ix. Personal injury liability;
- x. Owner's and successful Bidder's protective coverage;
- xi. Liability with respect to non-owned licensed motor vehicles;
- xii. If applicable, demolition of buildings or removal of property;
- xiii. If applicable, "Sudden and Accidental Pollution", 120 hour reporting; and
- xiv. Name the "Corporation of the City of Peterborough" and "Durham Energy Specialist Limited" as additional insured parties.

The City and the Consultant are to be added as additional insured, but only with respect to liability arising out of the operations of the named insured.

b. Vehicle Insurance

The successful Bidder shall provide and maintain, during the term of the Contract, Standard OAP 1 Automobile Policy insurance, subject to a limit not less than **\$2,000,000** with the physical damage deductible not to exceed **\$5,000**, or as agreed to by the City, for all licensed motor vehicles owned or leased by the successful Bidder to be used in the provision of the goods/services, if applicable, in this RFT.

c. Construction Equipment

The successful Bidder shall provide and maintain, during the term of the Contract, "Broad Form"; or all risk; covering construction equipment used by the successful Bidder for the performance of the Work, including costs to cleanup and restore property damaged by sudden and accidental escape of pollutants, and shall be in a form acceptable to the City, and shall not allow subrogation claims by the Insurer against the City.

5.5.3 Proof of Insurance

The Bidder shall provide, with their Tender, proof of insurance(s) required per **Item 5.5.2**.

In the event that satisfactory proof of insurance cannot be provided, a letter from the Bidder's insurance company confirming that the Bidder will be able to obtain the required insurance will suffice.

5.5.4 Certificate(s) of Insurance

Within 10 working days of notification of award of this RFT, and prior to the start of any Work, or, on the placement, renewal, amendment, or extension of all or

any part of the insurance, or, annually for the duration of the Contract, the successful Bidder shall file with the City, together with the signed Contract documents, if required, a certificate of insurance, as confirmation of coverage, and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer, together with copies of any amending endorsements applicable to the Contract.

If the successful Bidder does not provide the Certificate(s) of Insurance as herein requested, the Contract will be terminated and will be awarded to the next qualified Bidder.

5.5.5 Maintaining Required Insurance

If the successful Bidder fails to provide and maintain insurance as required by the Contract, the City shall have the right to provide and maintain such insurance and give evidence to the successful Bidder. The successful Bidder shall pay the cost thereof to the City on demand, or the City may deduct the cost from the amount which is due to, or may become due to, the successful Bidder.

5.5.6 Change in Coverage

If the City requests to have the amount of coverage provided by these policies increased, or to obtain other special insurance for this Contract, the successful Bidder shall endeavour forthwith to obtain such increased or special insurance, at the City's expense, as a disbursement, and such increase to be added to the upset cost of this Contract.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the successful Bidder until 30 days after written notice of such change or cancellation has been personally delivered to the City's Contact Person as described herein.

5.6 Workplace Safety and Insurance Act and Employment Insurance Act

The Bidder shall submit a copy of a current and valid Clearance Certificate from the WSIB with their Tender, or documentation from the WSIB confirming their exemption.

Information is available to the Bidder on-line at www.wsib.on.ca.

Other links:

- a. Link to WSIB Construction Contractor Brochure, which outlines changes in WSIB coverage:
http://beregisteredbeready.ca/asset_files/images/NEWCoverageZoneSigns_Brochure.pdf
- b. Link to WSIB Construction Contractor Information:
<http://beregisteredbeready.ca/>
- c. Link to WSIB E-Registration for Contractors:

<https://eservices.wsib.on.ca/portal/server.pt/community/eservicespublic/eregistration>

The successful Bidder, forthwith upon being notified that they are the successful Bidder, shall provide the City with another copy of the most current and valid Clearance Certificate from the WSIB.

If the successful Bidder does not provide the Clearance Certificate as herein requested, or proof of exemption, or satisfactory proof that an application is in process, the Contract will be terminated and will be awarded to the next qualified Bidder.

During the term of the Contract, the successful Bidder shall ensure that the City is in receipt of the most current and valid Clearance Certificate. The City will not pay invoices unless a copy of the most current and valid Clearance Certificate has been provided.

The successful Bidder clearly understands and agrees that they are not, nor is anyone hired by them, covered by the City under the **Workplace Safety Insurance Act, Employment Insurance Act**, or any other act whether provincial or federal in respect of themselves, their employees and operations, and shall, upon request, furnish the City with satisfactory evidence that they have complied with the provisions of any such Acts.

Information on coverage under the **Workplace Safety and Insurance Act** can be obtained directly from the WSIB. The City is not to be deemed the employer of the successful Bidder or their personnel under any circumstances

5.7 Bonding

Not applicable to this RFT.

5.8 Accessibility for Ontarians with Disabilities

5.8.1 Accessibility Standards for Customer Service

- a. Pursuant to Section 6 of **Ontario Regulation 429/07**, Accessibility Standards for Customer Service; or the "Customer Service Standards"; made under the **Accessibility for Ontarians With Disabilities Act, 2005**; or "AODA"; the successful Bidder shall ensure that all of their employees, agents, volunteers, or others for whom they are responsible for, complete training about the provision of goods and services provided to people with disabilities.

Training shall include, without limitation:

- i. Reviewing the purposes of the Act and the requirements of the Customer Service Standards;
- ii. Learning how to interact and communicate with people with various types of disabilities;
- iii. Learning how to interact with people with disabilities who use an assistive device, service animal or a support person;

- iv. Learning how to use the equipment or assistive devices available on City premises or that are otherwise provided that may help with the provision of goods or services to people with disabilities;
 - v. Learning what to do if a person with a particular type of disability is having difficulty accessing the City's goods or services; and
 - vi. Reviewing the City's Accessible Customer Service policy, procedures and practices governing the provision of goods or services to people with disabilities.
- b. Provide proof of Customer Service training per **Item 5.8.4**.

5.8.2 Integrated Accessibility Standards

- a. Pursuant to Section 7 of **Ontario Regulation 191/11**, Integrated Accessibility Standards; or "IAS"; made under the AODA, the successful Bidder shall ensure that all of their employees, agents, volunteers, or others for whom they are responsible for, complete training, including:
- i. The General Requirements in the IAS; and
 - ii. The **Human Rights Code** as it pertains to persons with disabilities and understanding the differences between the **Human Rights Code** and the IAS.

5.8.3 Accessible Built Environment Standard

- a. The successful Bidder shall ensure the Work complies with the Final Proposed Accessible Built Environmental Standard; or "BES", July 2010. The BES does not replace or affect legal obligations under the Ontario Building Code; or "OBC"; and
- b. Refer to **Section 7.0** for accessibility specifications.

5.8.4 Accessibility Training

- a. Pursuant to the AODA and its subsequent Standards, the successful Bidder shall submit, within 10 business days of notification of award, with their signed Contract, if applicable, the completed **Attachment 1**, providing their representation, warranty and acknowledgement that their employees, agents, volunteers, or others, have completed Accessibility Training as outlined in this section.
- b. **If the successful Bidder does not provide the completed Attachment 1, as requested herein, the Contract may be terminated.**
- c. The successful Bidder shall submit to the City, if requested, documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training. A record of the dates on which training was provided, complete with the names of the attendees, shall be included in the documentation.
- d. The City reserves the right to require the successful Bidder, at the successful Bidder's expense, to amend their accessibility training policies,

practices and procedures, if the City deems them to not be in compliance with the requirements of the AODA.

- e. The successful Bidder shall only assign the employees who have successfully completed accessibility training, to provide services on behalf of the City.

5.8.5 Available Resources

The following resources are available to the Bidder:

- a. The City's Accessibility Policy and related Procedures:
www.peterborough.ca/accessibility
- b. The Ministry of Community and Social Services website with resources to assist public and private sector organizations in complying with the Accessibility Standards:
www.mcscs.gov.on.ca/en/mcscs/programs/accessibility/index.aspx
- c. Customer Service e-learning training module entitled "Serve-Ability", produced by the Ministry of Community and Social Services:
www.mcscs.gov.on.ca/en/serve-ability/index.aspx
- d. Integrated Accessibility Standards Regulation training, developed by Curriculum Services Canada:
www.accessforward.ca
- e. Human Rights Code training, developed by the Ontario Human Rights Commission
www.ohrc.on.ca/en/learning/working-together-ontario-human-rights-code-and-accessibility-ontarians-disabilities-act

If you require clarification of the requirements within this notice, please contact the Accessibility Coordinator, by phone at 705-742-7777, or Toll-Free at 1-855-738-3755, Extension 1785, or by email to accessibility@peterborough.ca.

5.9 Asbestos Awareness

In accordance with Ontario Regulation 278/05, under the **Occupational Health and Safety Act**, Ontario, the City completed asbestos surveys for its properties in 2008, to identify the presence of any asbestos-containing materials within the City's buildings.

Ontario Regulation 278/05 requires the Owner, or their designate, to give any successful Bidder written notice of the information in the asbestos survey record if the Work:

- a. May involve material mentioned in the record, or
- b. May be carried on in close proximity to such material and may disturb it.

It is the City's policy that any disturbance of asbestos-containing materials, or materials that may contain asbestos be undertaken only by personnel who have received adequate training, as specified in Sections 19 and 20 of Ontario Regulation 278/05, and any other sections of the Regulation.

The asbestos records are available at each facility through the facility manager.

The Work to be performed may involve asbestos-containing materials; however, should it become necessary, or if the successful Bidder suspects that they are about to, penetrate, remove, or in any way disturb any asbestos-containing building or insulating materials, they shall notify the City, who will arrange for a qualified asbestos abatement contractor to perform this portion of the Work, at no cost to the successful Bidder.

The Bidder shall ensure that, all their employees and sub-contractors/suppliers/sub-consultants who will do work in City properties, have received **Asbestos Awareness Training**, that allows them to recognize materials which may contain asbestos, and enables them to react in a safe manner, in accordance with the requirements of Ontario Regulation 278/05, the **Occupational Health and Safety Act**, Ontario, in the event materials which may contain asbestos are encountered, or suspected, during the course of their Work.

The Asbestos Awareness Training shall be provided by a competent and qualified instructor and shall, at a minimum, cover the following topics:

- a. Use of Asbestos;
- b. Health Effects of Asbestos Exposure;
- c. Overview of the Applicable Regulations;
- d. The Asbestos Management Program; and
- e. Limitations of Training.

5.9.1 Procedure

If during the course of the Work, any materials are encountered that the successful Bidder, or one of their workers, suspects may contain asbestos, they must immediately stop Work and follow the procedure outlined below:

- a. The worker must advise their supervisor of the situation. If not available, proceed to next step;
- b. The supervisor, or worker from Step a., must contact the Property and Energy Manager, Mr. Mac MacGillivray, at 705-742-7777, or Toll-Free at 1-855-738-3755, Extension 1852, and advise of the situation;
- c. The supervisor, or worker from Step a., must advise their Manager or Supervisor of the situation, and the steps taken; and
- d. Under no circumstances is Work to proceed until authorized by a City representative.

Note: a copy of **Item 5.9** of this RFT must be provided by the successful Bidder to each worker, sub-contractor/supplier/sub-consultant, or any other personnel involved in the Work on site.

The Bidder shall submit a completed **Appendix F**, providing representation, warranty and acknowledgement that their employees have successfully completed Asbestos Awareness Training.

It is the successful Bidder's responsibility to ensure that each sub-contractor/supplier/sub-consultant, if any, follows the requirements of the **Occupational Health and Safety Act**, the regulations enacted hereunder, and of **Item 5.9**.

Prior to the start of any Work, the successful Bidder shall file with the City, together with the signed Contract Documents, if any, proof of Asbestos Awareness Training. The proof of training shall be in the form of a certificate that is properly titled to reflect the training provided and signed and dated by the person who provided the training. The City reserves the right to refuse the submitted certificate or require additional information concerning the submitted certificate.

5.9.2 Hazardous Building Materials Survey City Hall Attachment 4

A Hazardous Materials Survey report has been provided as part of the Tender documents. The contractor shall review the report carefully and shall appraise themselves and all their workers of the findings. The contractor shall also ensure that all their sub-contractors are also aware of the findings. In case the work called for in the Tender documents will, or is likely to, affect the hazardous materials identified in the report, the contractor shall advise The City of Peterborough verbally and in writing before any of the work which could disturb the materials is carried out. The City will, in coordination with the contractor, develop a plan to address the hazardous materials in question to facilitate the completion of the contractor's work as required by the tender documents.

If the successful Bidder does not provide the proof of Asbestos Awareness Training as herein requested, the Contract will be terminated and will be awarded to the next qualified Bidder.

5.10 Other Requirements

5.10.1 Appendices

The Bidder shall complete and submit all applicable Appendices, as listed herein.

Appendix A "Submission Cover Page and Checklist" - mark an "X" beside all items included. See **Item 5.3.1**.

Appendix B "Acknowledgements" –acknowledge the correct number of addenda received. See **Item 5.2**.

Appendix C "Pricing" - complete as requested.

Appendix D "Sub-Contractors/Suppliers/Sub-Consultants" –provide a complete list of all sub-contractors/suppliers/sub-consultants to be used in the Work/Project. See **Item 6.4**.

Appendix E “References”- provide a minimum of **two references** that can be contacted by City staff. References must be **recent within two years**. The Bidder must provide details about the Work performed. The City reserves the right to contact any or all of the supplied references and may disqualify Bidders who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

Appendix F “Representation, Warranty and Acknowledgement of Asbestos Awareness Training” –complete and submit. See **Item 5.9**.

5.10.2 Schedule

The Bidder shall provide a written Work Schedule with their Tender submission, showing the timing of all phases of the Work and defining how they shall complete the Work.

The Bidder shall highlight, within the Schedule, activities to be undertaken by sub-contractors/suppliers/sub-consultants.

All Work hours shall comply with the local noise by-laws of authorities having jurisdiction.

The Bidder shall include for any and all overtime, for themselves and sub-contractors/suppliers/sub-consultants that may be incurred in execution of the Work included in the Tender. All Work must be done to the entire satisfaction of the City.

The successful Bidder, upon notification of award, will provide a final written Work Schedule. The hours of Work on the site shall be first approved by the City.

When progress of the Work falls behind the schedule submitted by the successful Bidder, or jeopardizes the required substantial completion date specified, and upon instructions from the City designate, the successful Bidder shall increase the forces on the site, as well as hours worked each day, in order to catch up to the schedule, or meet the required substantial completion date.

This Work shall be done at no additional cost to the Contract.

All Work on the City Hall and Millenium Park Boathouse Project shall be done between the hours of 5:00 p.m. to 6:00 a.m. local time, Monday to Friday, unless otherwise specified. There shall be no work in the Council Chambers, General Committee Room or the City Board Room or corridor outside these rooms on Monday nights.

The anticipated start date for the City Hall Project is Tuesday, September 2, 2014 and all Work is to be substantially complete by Friday, October 31, 2014.

The anticipated start date for the Millenium Park Boathouse Project is Monday, April 21, 2014 and all Work is to be substantially complete by Friday, May 30, 2014.

5.11 Contract

5.11.1 Execute Contract

The City will provide, in writing, a letter of award as authority to commence Work prior to executing a formal Contract, so that equipment and materials can be ordered, documentation obtained and Work can start.

The successful Bidder agrees that they will execute an original Canadian Standard Construction Document CCDC-2, 2008 Stipulated Price Contract, with the required number of copies, and return them to the City, within 10 business days of notification of award, along with:

- a. All required bonds, irrevocable letters of credit or other security;
- b. All required Certificates of Insurance;
- c. Articles of incorporation and a copy of any amendments thereto;
- d. A sworn affidavit
 - i. Confirming who, by way of attaching a Certificate of Incumbency, the officers and directors are;
 - ii. Confirming the current location of the head office;
 - iii. Confirming that the corporation is active; and
 - iv. Providing any other names under which the corporation operates.
- e. Other required documentation as per this RFT.

Any Warranty/Guarantee shall be in accordance with Canadian Standard Construction Document CCDC-2, 2008.

The CCDC-2, 2008 Contract will be the Construction Contract, as amended by the Supplementary Conditions contained in **Attachment 6**, attached.

The City will also issue a Purchase Order to the successful Bidder.

5.11.2 Events of Default and the City's Right to Terminate Contract under Certain Conditions

The City shall have the right to terminate the Contract forthwith and without penalty, upon written notice to the successful Bidder, in the event that:

- a. The successful Bidder makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or an order is made for the winding-up of the successful Bidder, or if a receiver is appointed on account of the successful Bidder's insolvency; or
- b. The successful Bidder refuses or fails to supply sufficient properly skilled employees or proper materials at all times to perform the Work in the manner and to the standards required under this Contract; or
- c. The successful Bidder fails to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities, including federal, provincial and municipal legislative enactments, by-laws and other regulations now

- or hereafter in force which pertain to or affect the services or the conduct of the successful Bidder's business; or
- d. For non-performance, which shall mean the failure to meet the complete terms and conditions of the Contract including, but not limited to, performance, provision of requested reports etc; or
 - e. The successful Bidder fails to institute appropriate corrective action forthwith after verbal notification by the City, which shall be confirmed subsequently in writing, of any failure on the part of the successful Bidder to comply with the terms and specifications of the Contract; or
 - f. The Work performed is not satisfactory, which the City reserves the right to determine in its sole discretion; or
 - g. Delivery requirements are not met; or
 - h. Requested reports are not provided; or
 - i. The invoiced amounts do not match the quoted prices.

At the sole discretion of the City, it shall have the right to terminate the Contract immediately and without notice in its entirety should non-performance involve issues regarding health and safety of staff on site.

The City retains the right to claim damages as a result of any such default. The successful Bidder shall be responsible for any increased cost to complete the Work.

5.11.3 Unfulfilled Orders/Outstanding Accounts

Forthwith, upon the termination of this Contract, for any reason, all collections, or unfulfilled orders, shall be appropriately adjusted and all steps shall be taken to perform all unfilled orders and collect all outstanding accounts.

5.11.4 Failure to Execute Contract

In the event that the successful Bidder fails to execute the Contract or to accept the City's Purchase Order, or to file any of the documentation required in this RFT, or to meet any of the other requirements of this RFT, within the specified time period, the successful Bidder agrees that the City may retain the successful Bidder's Bid Deposit and, at its discretion, cancel the Contract award and enter into a contract with the next qualified Bidder.

5.11.5 Changes to Work When Contract Underway

No deviation from the specifications shall be made by the successful Bidder in the execution of the Contract, without the written approval of the City.

The City will not pay the successful Bidder any amounts over and above the tendered amount unless the City agrees to a price change as the result of changes in the goods/services required, and before the additional goods/services are provided.

The successful Bidder shall furnish a complete breakdown of any costs beyond the Tender submission amount to support the additional amount.

6.0 General Terms and Conditions

6.1 Freedom of Information

The Bidder hereby consents to the disclosure of the information contained in this Tender, pursuant to **The Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, c.M. 56; or “MFIPPA”.

If a Bidder considers any part of the Tender proprietary, the Bidder shall clearly mark such page or section of the Tender as confidential. The complete Tender details are not to be identified as confidential.

The Bidder shall clearly identify, if applicable, patent, proprietary, copyright rights or similar confidential information, the disclosure of which could cause them injury or damage. The Bidder is encouraged to place all such details and information within a separate section of their Tender submission.

The Bidder acknowledges that marking any page or section as “confidential” does not automatically protect that portion of the Tender from release, but only assists the City in making a determination if a request for information is made by a third party. Any decision made by the City to release or withhold information under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information or uphold the City’s decision, in whole or in part.

The identity of submitting Bidders, as well as the successful bid amount, may be available to the public on the City website as part of the award process.

The MFIPPA Coordinator for the City is the City Clerk. Any questions regarding the MFIPPA may be directed to the City Clerk’s office at 705-742-7777, or Toll Free at 1-855-738-3755, Extension 1819.

6.2 Reports and Draft Reports

If the Bidder and the City enter into a Contract, the City, subject to the requirements of MFIPPA, may release any information received by the City, by making it available to City Council prior to, or concurrent with, the public release of any staff report which contains a recommendation based on such information, whether or not the information is incomplete or in final form.

6.3 Costs Incurred

The City shall not, under any circumstances, be responsible for any costs incurred by the Bidder in the preparation of the submission, including, but not limited to, costs to prepare documentation, travel, and attendance at any site meetings, if applicable.

6.4 Sub-Contractors/Suppliers/Sub-Consultants

The Bidder shall include a list of all sub-contractors/suppliers/sub-consultants whom the Bidder intends to employ in this Tender, if applicable, by completing **Appendix D**.

If the successful Bidder wishes to substitute a sub-contractor/supplier/sub-consultant named in **Appendix D**, the successful Bidder shall provide the City with the following:

- a. Reason for the substitution;
- b. Documentation from the originally named sub-contractor/supplier/sub-consultant indicating their desire to withdraw from the Project including the reason(s) for withdrawal; and
- c. The proposed substitute sub-contractor/supplier/sub-consultant experience and competence to carry out the Work.

The City reserves the right to wave **requirement b.** at its sole discretion.

Employment of the proposed substitute sub-contractor/supplier/sub-consultant to perform contract Work is subject to the written consent of the City.

The successful Bidder shall be held fully responsible to the City for the acts and omissions of persons directly employed by them; for the acts and omissions of their sub-contractors/suppliers/sub-consultants; and for persons directly or indirectly employed by the sub-contractors/suppliers/sub-consultants.

In view of this responsibility for the acts and omissions of their sub-contractors/suppliers/sub-consultants, the successful Bidder shall not be obliged to employ, as a sub-contractor/supplier/sub-consultant, any person or firm to whom they object. The successful Bidder agrees to enter into a signed agreement with every sub-contractor/supplier/sub-consultant that references the executed Contract between the successful Bidder and the City. The successful Bidder shall hold all sub-contractors/suppliers/sub-consultants equally responsible for safe Work performance.

Nothing contained in the Contract shall create a contractual relationship between a sub-contractor/suppliers/sub-consultants and the City.

6.5 Assignment/Subletting

The successful Bidder shall not assign or sublet the Contract or any portion thereof without prior written consent of the City. Such consent shall not release or relieve the successful Bidder from any of their obligations or liabilities under the Contract.

6.6 Pricing and Taxes

The Tender amount shall be stated in Canadian funds and shall include all applicable charges, e.g. duty, freight, exchange, supply, delivery, installation costs, and any other charges, as may be applicable to this RFT. HST shall be extra. See **Appendix C**.

This offer will remain open to acceptance until the Contract is awarded to the successful Bidder for the said Work or until 90 days after the said Tender Closing, whichever event occurs first, and that the City may at any time within

that period, without notice, accept this Tender whether any other Tender has been previously accepted or not.

The City is not responsible for costs incurred as a result of not understanding the statements in this RFT. It is the Bidder's responsibility to seek clarification if unsure of what is expected.

6.7 Accept/Reject

The City reserves the right to reject any or all Tenders, including, without limitation, the lowest Tender.

The City reserves the right to reject any Tenders submitted which may be restricted by the clauses or by any agreements or by restrictive statements of any kind in a Bidder's Tender submission.

The City reserves the right to award the Tender to another qualified Bidder whom the City, in its sole and absolute discretion, deems appropriate.

Should the Tender(s) received be unsatisfactory, the City reserves the right, in its sole and absolute discretion, to cancel or re-issue the bid solicitation, or negotiate for the whole or any part of the Work with one or more of the Bidders, commencing with the lowest Bidder.

Should the City receive only one Tender submission for goods/services that have a known multiple-source potential, the City reserves the right to recall or cancel the RFT.

Should qualified Tender submissions exceed the City's budget provision for this RFT the City also reserves the right to reject or recall the RFT. See **Item 6.11**.

If no Tenders are received, the City reserves the right to enter into negotiations with any one or more persons whatsoever.

Revised Tenders will not be called for, if only minor changes are contemplated.

6.8 Causes for Rejection

6.8.1 Reject

The following will result in a Tender being rejected:

- a. Tender received late - will not be opened;
- b. Tender received where a pre-qualification process or meeting is mandatory and has not been met by the Bidder - will not be opened;
- c. No Bid Deposit, if requested in RFT - Bidder will be notified;
- d. Correct version of Tender form not used;
- e. Tender not complete;
- f. Tender not legible in whole or in part;
- g. Tender not completed in ink or type;
- h. Tender not signed;
- i. Erasures, alterations or cross-outs not initialed in ink by the Bidder; and

- j. Other mandatory forms or details required and clearly shown in the RFT as being required upon submission of a Tender are omitted.

6.8.2 Accept

The following represent examples of circumstances where a Tender is questioned but may be accepted after examination or correction:

- a. Tender containing readily apparent arithmetic errors as determined during evaluation process; or
- b. Tender not acknowledging correct number of addenda issued; or
- c. Bid Deposit not in proper form or quantum.

6.9 Rejection of Tender when the City/Bidder Relationship Impaired

The City may reject a Tender from a Bidder where, in the opinion of the Director of Corporate Services and the City Solicitor, the commercial relationship between the City and the Bidder has been impaired by the act(s) or omission(s) of the Bidder, within the five year period immediately preceding the date on which the Tender is to be awarded.

The act(s) or omission(s) include, but are not limited to, the following:

- a. Threatening litigation or pursuing litigation of the City, in relation to previous contracts awarded to the Bidder by the City, or a person against whom the City is pursuing litigation. Threatening litigation means transmitting a written threat to commence a judicial proceeding;
- b. A claim has been made by the City on the Bidder, under a security submitted by the Bidder, such as a Bid Deposit, Performance Bond or Labour and Materials Bond;
- c. The Bidder has refused to follow reasonable directions of the City or to cure a default under any Contract or Agreement with the City;
- d. The Bidder refuses to enter into any Contract or Agreement with the City after the Bidder's Tender has been accepted by the City;
- e. The Bidder has communicated, directly or indirectly, with any other Bidder about the preparation of the Bidder's Tender for the same goods/services;
- f. The Bidder or any person with whom that Bidder is not at arm's length within the meaning of the **Income Tax Act**, Canada, as amended, has been convicted of an offence under any taxation statute in Canada;
- g. The Bidder has been convicted under the **Criminal Code** or other legislation;
- h. The Bidder has been convicted under any environmental legislation;
- i. The Bidder has been convicted relating to product liability or occupational health or safety; or
- j. The Bidder has been convicted under the financial securities legislation.

6.10 Tied Tender Submissions

If the lowest qualified Tender submissions from two or more Bidders are identical in cost or unit price, the Director of Corporate Services, in consultation with the City Solicitor and the originating Department Director, is authorized to enter into

negotiations with the Bidders who have submitted the identical prices, in an attempt to resolve the tied Tender submissions. The negotiations may consider the following options:

- a. Awarding the Work to multiple Bidders, where practical;
- b. Basing the price on an alternative factor submitted in the Tenders, e.g. several items may have been bid but only one was the price used to award;
- c. Providing an opportunity for the tied Bidders to submit new prices;
- d. In the case where two Bidders are tied, the successful Bidder may be determined by a coin toss; or
- e. In the case of tied Tender submissions between more than two Bidders, the successful Bidder may be determined by the drawing of a name.

6.11 All Tenders Exceed Approved Budget

In the event that all Tenders exceed the approved budget, and staff are not prepared to seek additional funding, the originating Department Director may, in consultation with both the Director of Corporate Services and the City Solicitor, opt for one of the following:

- a. Approach the preferred Bidder to seek options to change the Scope of Work and obtain a corresponding price change for the reduced Scope;
- b. Approach the top three Bidders to seek options to change the Scope of Work and obtain a corresponding price change from each for the reduced Scope; or
- c. Advise all Bidders that the bid solicitation process will be cancelled, and a review of the Scope of Work will be undertaken and that a new bid solicitation may be issued later.

6.12 Rights of the City

The City reserves the right to communicate with one or more Bidders following the Closing to clarify elements of the submission.

The City will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

6.13 Invoicing/Payment

Invoices shall be paid net 30 days from date of invoice and verification that goods/services listed have been provided to the satisfaction of the City. All invoices shall include the successful Bidder's HST number, as applicable.

6.14 Electronic Funds Transfer

The City's preferred method for payment of invoices is via Electronic Funds Transfer; or "EFT". Information may be obtained from the City Contact if the successful Bidder chooses to participate in the program. Signup is required only once. Information submitted is held in the strictest confidence and is kept on file for all future payments.

6.15 Employees

The successful Bidder and their employees shall not be deemed to be employees of the City.

The successful Bidder shall employ only orderly, competent and skilful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the successful Bidder, in connection with the service arising out of this RFT gives, in the opinion of the City, just cause for complaint, the successful Bidder, upon notification by the City in writing, shall not permit such person to continue in any future service arising out of this RFT.

6.16 Confidentiality

The successful Bidder recognizes that they may, by the nature of the goods or services being provided for the City, have access to confidential information. It is understood and agreed that the successful Bidder shall hold all information, whether confidential or not, in the strictest confidence. The successful Bidder shall not disclose, nor permit by any act or failure to act, the disclosure of any information to any third party at any time during or after the term of their Contract with the City. Nor will the successful Bidder use any information however obtained as a result of performing duties for the City for their own commercial, financial or personal advantage. The successful Bidder also acknowledges that they may be held both criminally and civilly responsible for any breach of confidentiality.

It is hereby agreed that the following information is not considered to be confidential under this Contract:

- a. Information already in the public domain;
- b. Information disclosed to the successful Bidder by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of the successful Bidder before entering into this Contract;
- d. Information developed by the successful Bidder through their work with other clients; or
- e. Information required to be disclosed by law or regulation, including, but not limited to, subpoena, court order or administrative order.

6.17 Collusion

The Bidder declares that this response is not made in conspiracy with any other Bidder bidding for the same products/services and is without collusion or fraud

6.18 Force Majeure

Save and except for the payment of any monies required hereunder, neither party shall be deemed to be in default of this Contract where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond their reasonable control, including, but not limited to, an Act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage,

earthquakes, storms, epidemics and an inability to perform due to causes beyond the reasonable control of the party.

The party subject to such an event of force majeure shall promptly notify the other party of their inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure. Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible. This requirement shall not oblige a party suffering a strike, lockout or labour dispute, to compromise their position in such dispute.

6.19 Relationship of Parties

The Bidder expressly acknowledges that they are an independent contractor and neither agency, partnership nor employer-employee relationship is intended or created by the resulting Contract.

The successful Bidder shall be solely responsible for all matters, if applicable, relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licenses and permits which may be or become required to perform all Services.

The successful Bidder shall be solely responsible for all their personnel matters, if applicable, relating to hiring, firing, discipline, leave, remuneration, WSIB and insurance premiums.

The successful Bidder fully acknowledges and accepts their responsibility as contractor as defined under the **Occupational Health and Safety Act**.

6.20 Conflict of Interest

The successful Bidder covenants that the Contract will be undertaken without a conflict of interest and that, during the course of the Contract, the successful Bidder shall not undertake any Work for any other client, which would result in a conflict of interest, without the prior written consent of the City.

6.21 Ownership

All information, data, policies, plans, and documents prepared and collected by the successful Bidder shall be deemed to be the property of the City. The successful Bidder shall deliver all information, data, policies, plans, and documents to the City immediately upon completion, abandonment or termination of the Work. Any reuse of documents by the City for other projects beyond the Scope of this Project, shall be at the City's own risk.

6.22 Deviation

No deviation from the specifications or requirements of this RFT shall be made by the successful Bidder in the provision of the goods/services, without the written approval of the City. See **Item 5.11.5**.

6.23 Infringement Claim

The successful Bidder shall render the City harmless from any patent infringement claims that may arise.

6.24 Publication

The successful Bidder shall obtain the consent in writing of the City before publishing or issuing any information regarding this Contract.

6.25 Public Relations

The successful Bidder shall conduct themselves in a manner conducive to the maintenance of good public relations for the City.

Under no circumstances shall the successful Bidder enter upon, or allow their equipment to enter upon private property without first obtaining approval from the respective property owner.

If, during the performance of the Work, the successful Bidder receives complaints or enquiries to which the successful Bidder is not qualified to respond, the name of the complainant or the person making the enquiry shall be recorded along with their address and telephone number. A report of the incident is to be given to the City's representative within two business days of the incident.

6.26 Non Exclusive

The Contract awarded for this RFT shall be non-exclusive. The City may, at their sole discretion, purchase the same or similar goods/services from other sources, including, but not limited to, other Bidders, during the term of the Contract and beyond.

6.27 Protection of Work and Property

The successful Bidder shall be responsible for maintaining the security of the site at all times, until the completion of the Contract. This requirement includes, but is not limited to, ensuring that the site is not damaged by trespassers, weather events, including rain, snow, wind, etc., or any foreseeable source of damage. In the event the City suffers any loss or damage as a result of the negligent act or omission by the successful Bidder, the City shall be entitled to deduct the amount of the loss or damage from any amount owing to the successful Bidder and/or pursue any other remedy available at law.

Furthermore, the successful Bidder shall be held responsible by the City for all damage, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the Work, through any other cause relating to the Work carried out under this Contract.

Additionally, the successful Bidder will be required to make good all such damage, at their expense, and to the satisfaction of the City. Replacement of any building component and/or operational equipment shall be the full replacement cost.

The successful Bidder shall be fully responsible for all accidents arising by reason of execution or non-execution, or non-repairs of the said Work, or by reason of any failure to comply with the requirements of this clause and shall fully indemnify the City in respect thereof.

The successful Bidder shall conduct the Work at all times with the safety of employees on the job and the safety of the public in mind. All Work shall be done in accordance with recognized safe working practices and all government requirements applying to the Work.

6.28 Execution of Work

The successful Bidder shall execute the whole of their Work with every possible dispatch and in a substantial and workmanlike manner, comprehending what may be reasonably implied from the specifications though not particularly shown or called for.

The whole of the Work shall be completed to the satisfaction of the City. If the successful Bidder fails to perform the Work as required on any particular date, the City at its discretion may have others do the Work and charge the successful Bidder.

6.29 Laws, Acts and Regulations

The successful Bidder shall comply with all federal, provincial and municipal laws, statutes, regulations and by-laws, including, without limitation, the **Workplace Safety Insurance Act**, the **Occupational Health and Safety Act**, and the **Environmental Protection Act**, as amended from time to time, in the transportation and delivery of said goods/services.

This Contract shall be governed and construed pursuant to laws of the Province of Ontario and the Government of Canada. In the event of conflict between the provisions of the above authorities, the most stringent provisions will apply.

Where the provisions of the above acts, and any related regulations are applicable to the goods/services provided, all the responsibilities and obligations imposed upon the successful Bidder must be assumed by the Bidder.

6.30 Health and Safety

The successful Bidder shall comply with all conditions and regulations of the **Occupational Health and Safety Act**, R.S.O.1990, the City and the Province of Ontario.

The successful Bidder shall provide a copy of their "Health and Safety Handbook" to the Owner prior to the start of work for review.

The City reserves the right to decline to Contract with any Bidder regardless of any other factor, including without limiting the generality of the foregoing, on the basis that the Bidder has an unsatisfactory record of compliance with the regulations of **The Occupational Health and Safety ACT** R.S.O. 1990, c. O.1, as amended.

The successful Bidder shall take all necessary precautions to ensure that duties are performed safely and shall comply with all applicable provisions of law relating to injury to persons and property on, or about, the premises where the Work is performed.

The successful Bidder shall, in addition to their other obligations under the Contract, have sole responsibility for the construction and management of construction of the Work, including all matters related to health and safety and site security. The Contract describes the duties and obligations of the successful Bidder, including their role as “constructor” under OHSA.

The successful Bidder shall:

- a. Participate in relevant safety and other committee meetings for the duration of the Work, and share related safety information with the Owner or designate;
- b. Ensure that employees of the successful Bidder are aware of the mechanisms to report hazards and occurrences; have ready access to hazard report forms, and are encouraged to submit such reports; and
- c. Advise employees of restrictions that apply to the movement of personnel at the City site(s).

The successful Bidder shall be responsible for ensuring the supervision of staff and associated equipment for all construction activities during and outside of normal operating hours.

6.31 Competent Supervision

The successful Bidder shall ensure at all times that adequate and competent supervision is provided, if applicable, by a Competent Supervisor as defined under the **Occupational Health and Safety Act**, Ontario. The Supervisor shall represent and be an agent for the successful Bidder for all purposes and directions given to the Supervisor shall bind the successful Bidder.

Before undertaking a Contract with the City, the successful Bidder shall supply proof of competent personnel to implement and supervise a health and safety program, if applicable, to ensure that the City standards and the standards of the **Occupational Health and Safety Act**; or the “legislation”; shall be complied with throughout the term of the Contract.

6.32 Quality Control

The successful Bidder must ensure the regular daily supervision of staff, inspection of the Work and any other requirements to provide satisfactory performance and service. Brief periodic meetings may be required to discuss any concerns or problems at the discretion of the City contact.

6.33 Emergencies

The City has the authority to stop the Work whenever, in its opinion, such stoppage may be necessary to ensure the proper and safe execution of the Work.

6.34 Warranty

The successful Bidder shall warranty all materials and workmanship for one year from the date of Substantial Completion, unless otherwise stated in the RFT. During the warranty period, the successful Bidder shall repair, replace or otherwise remedy all defects due to faulty materials or workmanship, at no additional cost to the City.

A written warranty must be provided to the City at the time the holdback is requested.

The successful Bidder shall furnish proof that they are able to provide service, should it be required, during and/or after the warranty period on a 'same day' basis.

6.35 Holdbacks

Holdbacks shall be retained and released in compliance with the **Construction Lien Act**.

6.35.1 Contract Completion Security

The City shall deduct, on each Certificate of Payment, after the 10% lien holdback has been deducted, a further 3%, to be set aside and held as a Contract Completion Security Account. The accumulated amount in this account shall be released to the successful Bidder upon Total Performance of the Work. Partial releases will not be made.

If, within 15 days of written notification by the City at any time after Substantial Performance, the successful Bidder does not reach Total Performance, by failing to completely finish outstanding Work, the City shall have the right to complete such Work and deduct the cost for such Work together with an appropriate administration fee from the Contract Completion Security Account.

6.36 Construction Liens

The successful Bidder agrees to comply with the provisions of the **Construction Lien Act**, including, but not limited to, ensuring that holdbacks are retained in accordance with Part IV of the Act with respect to the supply of goods and services. The release of a holdback is contingent upon the successful Bidder satisfying the requirements contained within Part V of the **Construction Lien Act** including the requirement to publish a copy of the certificate or declaration of substantial performance in a construction trade newspaper having general circulation in the Province of Ontario. The successful Bidder shall forthwith provide the City with a copy of the advertisement. The City is not responsible for any costs associated with the successful Bidder meeting its statutory or contractual obligations. The 45 day period under the **Construction Lien Act** starts to run on the date the publication required by paragraph 5 of Section 32(1) appears.

If any lien is preserved, or written notice of lien is given, pursuant to the **Construction Lien Act**, for the supply of goods and services in connection with

the Work, the successful Bidder forthwith shall give written notice to the City of such documents, process or claim.

The successful Bidder shall indemnify, defend and save the City harmless from and against any and all claims, actions, demands made against the City in connection with the **Construction Lien Act** and all costs incurred by the City as a result thereof. In the event that any action, cause of action, claim or other legal document or process or other alleged claim is commenced against or imposed upon the City, the City shall, within a reasonable time, give notice to the successful Bidder of such document, process or claim. Upon receipt of such notice from the City, the successful Bidder, at their own expense and to the satisfaction of the City, shall appeal, contest, defend or settle such legal document, process or claim on behalf of the City and reasonably notify the City on a periodic basis of the progress of the matter. The successful Bidder acknowledges and agrees that the City reserves the right to elect at any time to conduct its own appeal, contestation, and defence or settlement negotiations at the successful Bidder's expense after giving notice of same to the successful Bidder.

If any lien is preserved or written notice of lien is given pursuant to the **Construction Lien Act** for the supply of goods and services in connection with the Work, the successful Bidder shall be considered to be in default of their obligations contained herein until such time as each Claim for Lien, together with any associated Certificate of Action, is discharged or vacated or written notice is received that such lien is withdrawn or a Court declaration is obtained that the written notice of lien is no longer binding or that the related lien has expired.

The successful Bidder acknowledges and agrees that no reduction in financial security shall be considered if the successful Bidder is in default with any provision of this RFT or any Contract flowing out of the awarding of the RFT.

6.37 Permits, Fees and Certificates

The successful Bidder shall apply for and pay for all permits and all inspections required for the Work hereinafter specified, including, but not limited to, a building permit, and provide the City with all certificates necessary, as evidence that the Work conforms to the law and regulations of all authorities having jurisdiction. The successful Bidder shall provide to the City copies of all plans as may be required to comply with regulations.

6.38 Use of City Site(s)

"No Smoking" is to be observed in all City buildings and on City owned property and parkland.

The successful Bidder is responsible for ensuring that no person who is impaired by alcohol or drugs shall enter and/or remain on the site. The City may cause to remove from the site, for a duration determined solely by the City, any persons not observing or complying with these requirements and such non-compliance may be cause for termination of the Contract.

6.38.1 Temporary Facilities

Not applicable to this RFT.

6.39 Tipping Fees

The tendered price shall be inclusive of all City tipping fees that may be necessary to complete the Work as specified in this RFT. In the event that materials are to be deposited at the City landfill site, the successful Bidder shall be required to use "roll-off" type containers. In the event that earth fill or other aggregates are taken to the landfill site, dump trucks may be used.

6.40 Storage of Equipment, Materials, Disposal of Materials and Cleaning Up

The successful Bidder shall confine their equipment, the storage and disposal of materials, and the operation of the workmen, to limits indicated by law, ordinance, permits, or directions of the Owner or designate, and shall not unreasonably encumber other areas with materials or other equipment. The successful Bidder shall provide or arrange for all necessary storage and disposal facilities of equipment and materials required while carrying out the terms of the Contract. Upon completion of the Work at the site, the successful Bidder shall remove from the premises all surplus materials and all debris resulting from the operations and leave the site clean unless otherwise stated.

The successful Bidder is responsible for restoration of all damaged grounds.

Following Project turnover, and after reasonable notice, the City may, at its discretion, remove equipment, materials, and clean up the site with all costs being paid by the successful Bidder.

6.41 Workmanship

The Work outlined in this RFT shall be undertaken and completed by experienced tradesmen and in conformance with and up to the minimum acceptable standards of all relevant codes and regulations.

6.42 Responsibility

Nothing contained herein shall be construed as relieving the successful Bidder from making good and perfect in all the usual details of construction, and they will be held responsible to provide all materials, to do all Work and to bear all expense incidental to the satisfactory completion of the Work embraced in these specifications.

6.43 Quality of Work

The successful Bidder shall execute the whole of the Work with every possible dispatch and in a substantial and workmanlike manner.

6.44 Loss, Damage and Claims

The City will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said Work, or in any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the Work or for any injury to any person or persons, either workers or the public, or for any damage to the adjoining property. The

successful Bidder will properly guard and make good all damage which may arise or be occasioned by any cause connected with the Contract, or the Work done by the successful Bidder, and will indemnify and keep indemnified the City against the same, until the completion of all the Work required.

6.45 Failure to Comply

6.45.1 Standards and Legislation

The successful Bidder may be required to provide written documentation that all materials supplied to perform the requirements of the RFT meet municipal, provincial and federal government standards, legislation and laws. Failure by the successful Bidder to comply with these laws, legislation, regulations, and provisions shall be just cause for the City, at its discretion, to stop performance of this Contract, until such time as the successful Bidder is in compliance with the law. The City may, at its discretion, award the Contract to any other Bidder or may re-issue the RFT. The City may set-off or assess against the successful Bidder any damages whatsoever as a result of failure to comply.

6.45.2 All RFT Terms

Failure to comply with all the terms, specifications, requirements, conditions and general provisions of this RFT, to the satisfaction of the City, shall be just cause for the cancellation of the Contract. The City shall then have the right to award this Contract to any other Bidder or to re-issue the RFT. The City shall assess against the successful Bidder any damages whatsoever as a result of failure to perform. In addition, the City may, at its discretion, stop the performance of this Contract until such time as the successful Bidder complies with all the provisions of this Contract.

6.46 Safety Requirements

The successful Bidder shall ensure that, during the performance of the Work outlined in the Contract, their personnel are equipped with and wear the necessary safety apparel, including headgear, footwear and other equipment as appropriate.

7.0 RFT Details/Specifications

7.1 Drawings and Specifications

Drawings and specifications are provided as separate PDF documents; refer to **Attachments 2 and 3**.

7.2 Workplace Hazardous Materials Information Systems; or “WHMIS”

The successful Bidder shall provide proof that all employees and sub-contractors have received WHMIS training.

7.3 Material Safety Data Sheets; or “MSDS”

The successful Bidder shall submit MSDS sheets for all hazardous materials, including an index of chemical compounds, with details of properties, handling details, precautions and first-aid procedures. Copies must also be available on each job site for the duration of the Work.

7.4 Criminal Record Check

Not applicable to this RFT.

7.5 Accessibility

The successful Bidder shall ensure the Work complies with the following sections of the BES:

- a. Visual and Audible Fire Alarm (Section 7.7.7);
- b. Clear Floor Area for Approach (Section 8.3.6);
- c. Emergency Lighting (Section 8.4.12).

8.0 Award and Approval**8.1 Award**

This RFT will be awarded based on the following:

- a. Proper Completion of all forms and submission requirements;
- b. Compliance to Specifications;
- c. Ability to provide the goods/services specified and within any stated deadlines; and
- d. Price - as a clarification, should all other evaluations appear equal, lowest Total Price shall govern award.

8.2 Clarification and References

The City reserves the right to contact any Bidder to seek clarification of the contents of a Tender.

The City may investigate, as it deems necessary, the ability of the Bidder to provide the goods/services and the Bidder shall furnish the City all such information and data for this purpose as the City may request.

The City reserves the right to contact any or all of the supplied references and may disqualify Bidders who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

The City reserves the right to reject any Tender if the information submitted by the Bidder or investigation carried out by the City fails to satisfy the City that the Bidder is qualified to fulfill the obligations of the Contract.

8.3 Approval

The award of this RFT shall be in accordance with the City of Peterborough's current Purchasing By-law. The decision of the City shall be final.

The successful Bidder shall not make any claims for additional costs or expenses due to the delay in, or cancellation of the award of this RFT, due to the approval process.

8.4 Financial Capacity and Stability

Not applicable to this RFT.

8.5 Post Award Requirements from Successful Bidder

The following must be provided to the City within 10 business days of notification of award of the Contract:

- a. Completed CCDC-2, 2008 Stipulated Price Contract and information requested in **Item 5.11.1**;
- b. Certificate of Insurance - **Item 5.5.4**;
- c. Current and valid Clearance Certificate from the WSIB - **Item 5.6**;
- d. Completed **Attachment 1** regarding Accessibility for Ontarians with Disabilities - **Item 5.8**;
- e. Proof of Asbestos Awareness Training - **Item 5.9**;
- f. Final Work Schedule - **Item 5.10.2**;
- g. Copy of Health and Safety Handbook for review – **Item 6.30**;
- h. Proof of competent personnel to implement and supervise a health and safety program, if applicable – **Item 6.31**;
- i. Proof of WHMIS training - **Item 7.2**; and
- j. MSDS sheets - **Item 7.3**.

**Attachment 1 - Representation, Warranty and Acknowledgment
Regarding Accessibility Training**

Insert Company Name _____

Hereby represents and warrants that:

My/Our employees, agents, volunteers, or others for whom I/We are responsible, will have successfully completed Accessibility Training as required in this RFT prior to commencement of the Project on behalf of the Corporation of the City of Peterborough, in accordance with the award of RFT #T-15-14 for **Life Safety Upgrades at Various City of Peterborough Facilities**.

Acknowledgement

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the City of Peterborough and as such I/We solemnly provide this representation and warranty as if it were given under oath.

I/We have the authority to bind the company:	
Company Name:	
Signature(s):	
Name(s):	
Title(s):	
Date:	

Attachment 2 – City Hall Life Safety Drawings and Specifications

Separate PDF

Attachment 3 – Millenium Park Boathouse Drawings and Specifications

Separate PDF

Attachment 4 – Hazardous Building Materials Survey City Hall

Separate PDF

**Attachment 5 – Hazardous Building Materials Survey Millenium Park
Boathouse**

Separate PDF

Attachment 6 - General and Supplementary Conditions

The CCDC-2, 2008 Contract will be the construction contract, as amended by the Supplementary Conditions contained herein.

Article A-6 – Receipt and Addresses for Notices in Writing

Delete Article A-6.1 and substitute new article 6.1:

6.1 Notices in Writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such Notices in Writing will be deemed to be received by the addressee on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier. Such Notices in Writing will be deemed to be received by the addressee on the fifth Working Day following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.

Definitions

Add the following definition:

19a. Submittals

Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:

- Shop Drawings, samples, models, mock-ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the Work.

1 General

1.1 Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

GC 1.1 Contract Documents

.1 Add to the end of subparagraph 1.1.2.2:

Except where the Consultant shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3.

.2 Add new subparagraph 1.1.7.5:

1.1.7.5 In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the Contract Documents.

GC 2.2 Role of the Consultant

.1 Add at the end of paragraph 2.2.9:

“The Owner and the Contractor shall waive any claims against the Consultant arising out of the making of such interpretations and findings made in accordance with paragraphs 2.2.7, 2.2.8 and 2.2.9”.

.2 Delete the comma after the word “submittals” and add the words “which are provided” before the words “in accordance” in paragraph 2.2.14.

GC 2.4 Defective Work

.1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:

2.4.1.1 The Contractor shall rectify, in a manner acceptable to the Owner and the Consultant, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the Consultant.

2.4.1.2 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day to day operation of the Owner.

GC 3.1 Control of the Work

.1 Add new paragraph 3.1.3:

3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the Contractor shall immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the affected work.

GC 3.4 Document Review

.1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

3.4.1 The Contractor shall review the Contract Documents and shall report promptly to the Consultant any error, inconsistency or omission the Contractor may discover. Such review by the Contractor shall comply with the standard of care described in paragraph 3.14.1 of the Contract. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not reasonably have discovered. If the Contractor does discover any error, inconsistency or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Consultant.

GC 3.8 Labour and Products

.1 Add new paragraph 3.8.4:

3.8.4 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or

contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.

GC 3.10 Shop Drawings

.1 Add the words “**and other Submittals**” to the Title after “**Shop Drawings**”.

.2 Add “and Submittals” after the words “Shop Drawings” in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.

.3 Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3

GC.3.10.3 Prior to the first application for payment, the Contractor and the Consultant shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and any Submittals.

.4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the Work” and replace with “within 10 working days or such longer period as may be reasonably required” in paragraph 3.10.12.

GC 3.14 Performance by Contractor

.1 Add new General Condition 3.14.1:

3.14.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor’s obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

2 Add new General Condition 3.14.2:

3.14.2 The Contractor further represents, covenants and warrants to the Owner that:

.1 The personnel it assigns to the Project are appropriately experienced;

.2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner’s approval, in the event of death, incapacity, removal or resignation.

GC 4.1 Cash Allowances

.1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the Consultant’s direction to cover the shortfall.

.2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

4.1.5. The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order.

.3 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7:

4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances and items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work.

.4 Add new paragraph 4.1.8:

4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances.

GC 6.4 Concealed or Unknown Conditions

.1 Add new subparagraph 6.4.5:

6.4.5 The Contractor confirms that, prior to bidding the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.

GC 6.5 Delays

.1 Delete the period at the end of paragraph 6.5.1, and substitute the following words: “, but excluding any consequential, indirect or special damages.”

.2 Add new subparagraph 6.5.6:

6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor's control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant's services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of Substantial Performance of the Work achieved by the Contractor.

GC 6.6 Claims for a Change in Contract Price

.1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5 and add the words “and the Consultant”, at the end of paragraph 6.6.5.

GC 8.2 Negotiation, Mediation and Arbitration

.1 Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12., 8.2.13., and 8.2.14:
8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Owner and the Contractor shall give the Consultant a written notice containing:

- a) a copy of the notice of arbitration;
- b) a copy of supplementary conditions 8.2.9 to 8.2.14 of this Contract, and;
- c) any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.

8.2.10 The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Consultant:

- a) has a vested or contingent financial interest in the outcome of the arbitration;
- b) gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
- c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and,
- d) agrees to be bound by the arbitral award made in the arbitration.

8.2.11 If an election is made under paragraph 8.2.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.2.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a full party may: a) on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.2.10, and; b) make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.

8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant; 8.2.14. In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.

GC 9.1 Protection of Work and Property

.1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

9.1.1.1 Errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.14.1;

.2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

9.1.2 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an inspection of the Place of the Work the degree of care and skill described in paragraph 3.14.1.

GC 9.2 Toxic and Hazardous Substances

.1 Add to paragraph 9.2.6 after the word "responsible", the following new words: "or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others."

.2 Add "and the Consultant" after the word "Contractor" in subparagraph 9.2.7.4.

.3 Add to paragraph 9.2.8 after the word "responsible", the following new words: "or that any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others."

GC 9.5 Mould

.1 Add "and the Consultant" after "Contractor" in subparagraph 9.5.3.4.

GC 10.2 Laws, Notices, Permits, and Fees

.1 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words: "Subject to paragraph 3.14.1, the".

GC 12.1 Indemnification

.1 Add new clause 12.1.1.3.

12.1.1. 3. The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the Place of Work.

GC 12.3 Warranty

.1 Delete from the first line of paragraph 12.3.2 the word, "The" and substitute the words: "Subject to paragraph 3.14.1, the..."

Appendix A - Submission Cover Page and Checklist



City of
Peterborough

**Request for Tenders
Document No. T-15-14**

Life Safety Upgrades at Various City of Peterborough Facilities

Submit To:

**City of Peterborough
Corporate Services, Tenders and Proposals
Main Floor, City Hall
500 George Street North
Peterborough, Ontario K9H 3R9
Attn: Sandra Clancy,
Director of Corporate Services**

Submitted By:

Company Name

Address

Appendix A - cont'd**Checklist**

The Bidder shall include all items with an “X” in the "**City Required**" column in their Tender submission and **in the order shown below**. Failure to provide the items required may result in the rejection of the Tender submission as incomplete. “N/A” shall mean not applicable to this RFT and not required in the Tender submission. The Bidder shall mark an “X” in the “**Bidder Included**” column to indicate the items that are included in their Tender submission.

City Required	Requirement	Bidder Included
X	Bid Deposit - Item 5.1.1 – Provide with original ONLY	
X	One Original and one copy of Tender Submission - Items 5.3.2 and 5.3.3	
Provide the Following with Original and all Copies		
X	Submission Cover Page and Checklist – Appendix A - Items 5.3.1 and 5.10.1	
X	Acknowledgements – Appendix B - Item 5.10.1	
X	Pricing - Appendix C - Items 5.10.1 and 6.6	
X	Sub-Contractors/Suppliers/Sub-Consultants – Appendix D - Items 5.10.1 and 6.4	
X	References – Appendix E - Item 5.10.1	
X	Representation, Warranty and Acknowledgement of Asbestos Awareness Training – Appendix F - Items 5.9 and 5.10.1	
X	Proof of Insurance(s) - Item 5.5.3	
X	WSIB Clearance Certificate or proof of exemption - Item 5.6	
X	Schedule - Item 5.10.2	

Appendix B - Acknowledgements

I/We Acknowledge that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same goods/services and is in all respects fair and without collusion or fraud.

I/We Acknowledge that all matters stated in the said Tender are, in all respects, true.

I/We acknowledge that, having read RFT #T-15-14, I/We have satisfied ourselves as to the Terms, Conditions and Specifications and do hereby submit a Tender, including Pricing as set out in **Appendix C**, for the **Life Safety Upgrades at Various City of Peterborough Facilities**.

I/We Acknowledge that _____ addenda have been issued for this RFT and that I/We understand it is the Bidder's ultimate responsibility to ensure all addenda issued have been received. **NOTE:** failure to include the correct number of addenda in this Appendix may, at the discretion of the City, result in disqualification of the Tender submission.

I/We have the authority to bind the Company

Dated at _____ this _____ day of _____ 2014.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Email

Appendix C - Pricing

Table 1 Pricing for Life Safety Upgrades

Line	Description of Work	Price
1.1	Lump sum price to complete all Work for the City Hall Life Safety Upgrade	\$
1.2	Lump sum price to complete all Work for the Millenium Park Boathouse Life Safety Upgrade	\$
1.3*	Sub-Total – sum of Lines 1.1 and 1.2	*\$
1.4	HST for Line 1.3	\$
1.5	TOTAL - sum of Lines 1.3 and 1.4	\$

*Pricing to be read at the Opening.

Appendix D - Sub-Contractors/Suppliers/Sub-Consultants

Submit a list of sub-contractors/suppliers/sub-consultants to be used for the supply of the goods/services, or indicate "Not Applicable".

Contact	Details
Name:	Company Name:
	Type of Goods/Services provided:
Phone:	Address:
Email:	Years in Business:
Name:	Company Name:
	Type of Goods/Services provided:
Phone:	Address:
Email:	Years in Business:
Name:	Company Name:
	Type of Goods/Services provided:
Phone:	Address:
Email:	Years in Business:

Note:

If insufficient space is provided in this Appendix, please provide the required information in the same format on a separate form and attach to this Appendix.

Appendix E - References

Please list a minimum of **two references** where your company has provided similar goods or services **within the last two years** and indicate the goods/services provided.

Company Name and Phone Number	Contact Person(s)	Type of Goods/Services Provided
1.		Goods/Services: Dates:
2.		Goods/Services: Dates:
3.		Goods/Services: Dates:

Note:

If insufficient space is provided in this Appendix, please provide the required information in the same format on a separate form attached to this Appendix.

Appendix F - Representation, Warranty and Acknowledgement of Asbestos Awareness Training

Representation and Warranty

Insert Company name _____

Hereby represents and warrants that:

Their employees, who will be providing services to the Corporation of the City of Peterborough, in accordance with the award of **RFT # T-15-14 for the Life Safety Upgrades at Various City of Peterborough Facilities.**

- 1. Have successfully completed Asbestos Awareness Training, which was provided by a person qualified to perform Type 3 asbestos removal in accordance with the regulations enacted under the Occupational Health and Safety Act; and
- 2. The Asbestos Awareness Training was conducted by a competent and qualified instructor in accordance with applicable Occupational Health and Safety legislation, regulations, standards and guidelines.

Acknowledgement

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the City of Peterborough and as such I/We solemnly provide this representation and warranty as if it were given under oath.

Company Name

Signature(s)

Name(s)

Title(s)

Date