



City of  
Peterborough

## **Request for Tenders**

### **Document No. T-05-15**

### **Peterborough County/City Waste Management Facility – Construction of North Fill Area Cell 3, Gas Collection System and Public Drop-off Area Expansion**

#### **Mandatory Site Meeting**

Thursday, February 5, 2015 - See **Item 1.2** for details

#### **Closing Date and Time**

Thursday, February 26, 2015 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](mailto: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 General Contractor, or "GC", to construct Cell 3 of the Peterborough County/City Waste Management Facility, or the "Landfill", construct a Gas Collection System for Cell 2 and to construct a retaining wall system to expand the existing public drop-off area, including all access roads, drainage ditches, fencing, screening berms and other miscellaneous works; the "Work"/the "Project"/the "Contract".

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

This RFT will be awarded to one successful Bidder.

### **1.2 Site Meeting Mandatory**

A mandatory site meeting will be held on **Thursday, February 5, 2015 at 10:00 am local time, at the Landfill, 1260 Bensfort Road, Township of Otonabee South Monaghan, Ontario**. Appropriate contact people will be available to answer any questions the Bidders may have.

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.

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 - must be completed and submitted by the successful Bidder **only**.

Attachment 2 – Waste Management Facility Upgrade Phase 1 and 2 Drawings

Attachment 3 – General Conditions

Attachment 4 – Special Conditions

Attachment 5 – Project Specifications

Attachment 6 – Borehole Information

Attachment 7 – Sample Agreement to Bond, Performance and Labour and Materials Payment

Attachment 8 – Sample Contract

#### 1.3.1 Drawings and Specifications

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

##### List of Drawings/Specifications

Drawing - A1 North Fill Area Phase 1 and Phase 2 Existing Site Conditions, January 2014

Drawing - A2 North Fill Area Phase 1 and Phase 2 General Plan Highlighting this Contract

Drawing - LFG1 Phase 1, Cell 2 Landfill Gas Collection System

Drawing - LFG2 Phase 1, Cell 2 Landfill Gas Collection System Details

Drawing - G1 North Fill Area Phase 2, Cell 3 General Layout & New Work

Drawing - G2 North Fill Area Phase 2, Cell 3 Recompacted Liner Excavation & Grading & Leachate Collection System

Drawing - D1 North Fill Area Phase 2, Recompacted Liner & LCS Details

Drawing - D2 North Fill Area Phase 2, Recompacted Liner & LCS Details

Drawing - D3 North Fill Area Phase 2, LCS Manhole Typical Sections

Drawing - D4 North Fill Area Phase 2, Typical Sections

Drawing - D5 North Fill Area Phase 2, LCS Manhole Details

Drawing - D6 North Fill Area Phase 2, Site Access Road & Ditching Cross Sections

Drawing - C1 Public Drop off Expansion

Drawing - S1 Retaining Wall Plan Sections & Details

### 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 – Schedule of Additional Unit Prices

Appendix E– Schedule of Equipment Rental Rates  
Appendix F – Sub-Contractors/Suppliers/Sub-Consultants  
Appendix G – References  
Appendix H – Construction Procedures Recompacted Liner  
Appendix I – Representation, Warranty and Acknowledgement of Asbestos Training

### 1.5 **Consultant**

Urban & Environmental Management Inc., or “UEM Inc.”, has been retained by the City as the consulting Engineer, or the “Engineer” for this Contract.

Urban & Environmental Management Inc.  
120 Colborne Street, Unit 106-107  
Brantford, Ontario N3T 2G6  
Paul Mulholland, P. Eng.

### 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: Wayne Jackson, Director of Utility Services Department  
Email: [wjackson@peterborough.ca](mailto:wjackson@peterborough.ca)  
Fax: 705-876-4621

### 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**” 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, February 26, 2015**; 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 each 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, February 26, 2015 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](http://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 Wayne Jackson of the Utility Services Department, **in writing only**, by email to [wjackson@peterborough.ca](mailto:wjackson@peterborough.ca), or by fax to 705-876-4621, with questions related to the detailed specifications, 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](mailto:tenders@peterborough.ca), or fax to 705-876-4607.

In accordance with Part 5, Section 5.1.1 (f) of the City's Purchasing Policy By-law 14-127, 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 Tuesday, February 17, 2015**. 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](http://www.peterborough.ca/tenders-quotes-proposals) **T-05-15**.

## 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, Part 1, Section G, 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 60 days after Closing.

To ensure the 10% of proposed 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 Tender 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 provide the goods/services.

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 RFT Closing;
- c. Retraction or cancellation of the RFT; or
- d. Response to Bidder's questions.

All Bidders must register with Corporate Services, prior to mandatory site meeting at [tenders@peterborough.ca](mailto: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](http://www.peterborough.ca/tenders-quotes-proposals) – T-05-15. 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 are the:

- a. Cover Pages 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 **four copies** 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 "**RFT T-05-15 - Peterborough County/City Waste Management Facility Construction of Cell 3, Gas System for Cell 2 and Expansion of Public Drop-off Area**" 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", the "Corporation of the County of Peterborough" and "Urban and Environmental Management Inc." as additional insured parties.

The City, County and Urban and Environmental Management Inc. 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. Environmental Liability Insurance**

The successful Bidder shall provide and maintain, during the term of the Contract, Environmental Liability Insurance subject to limits of not less than **\$2,000,000** inclusive per claim and with a deductible not to exceed **\$5,000**, or as agreed to by the City, and shall include coverage for, but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate, including associated monitoring, or dispose of soil, surface water, groundwater or other contamination. The policy shall remain in force for 12 months following completion of Work. The City shall be named as an additional insured.

**d. 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.

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 as described herein.

#### **5.6 Workplace Safety and Insurance Act, as amended and Employment Standards Act, as amended**

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](http://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](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**, as amended, the **Employment Standards Act**, as amended, 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**, as amended, 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**

### **5.7.1 Agreement to Bond**

Each Tender shall be accompanied by an Agreement to Bond issued to the Corporation of the City of Peterborough by a surety company licensed and qualified to function in the Province of Ontario, or 100% of the amount of the Tender, in an acceptable form of collateral. The Agreement to Bond shall be attached as noted in **Appendix A**.

**Failure to provide an Agreement to Bond with the Tender will render the Tender null and void.**

See **Attachment 7 “Sample of Agreement to Bond, Performance and Labour and Materials Payment”**.

### **5.7.2 Performance Bond and Labour and Materials Bond**

Within 10 working days of notification of award of the Tender, the successful Bidder shall furnish:

- a. **Performance Bond** issued by a surety company licensed and qualified to function in the Province of Ontario, or in an acceptable form of collateral for 50% of the Tender amount, as stated in **Appendix C, Part 1, Section G**; and
- b. **Labour and Materials Bond** issued by a surety company licensed and qualified to function in the Province of Ontario, or in an acceptable form of collateral, for 50% of the Tender amount, as stated in **Appendix C, Part 1, Section G**.

The Performance Bond shall remain in force, without reduction, for a period of one year from substantial completion. The Labour and Materials Bond shall remain in force, without reduction, for the duration of the Contract.

**Failure by the successful Bidder to provide the Bonds, as herein requested, shall cause the Contract to be terminated and the Contract will be awarded to the next qualified Bidder.**

**5.8 Accessibility for Ontarians with Disabilities Act or “AODA”**

**5.8.1 AODA Training**

- a. The successful Bidder shall ensure their employees, agents, volunteers, or others they are responsible for, complete training on:
  - i. Accessibility Standards for Customer Service, Ontario Regulation 429/07.
  - ii. Integrated Accessibility Standards; or “IAS”; Ontario Regulation 191/11, as it is appropriate to the scope of work. The following chart outlines required training for the Work/Project:

IAS Training Category	Required
General Requirements Training	Yes
Ontario’s Human Rights Code Training	Yes
Information and Communications Standards Training	No
Employment Standards Training	No
Transportation Standards Training	No
Design of Public Spaces Standards Training	No

- iii. Training modules available at:  
[www.accessforward.ca](http://www.accessforward.ca) and  
[www.peterborough.ca/AODATraining](http://www.peterborough.ca/AODATraining)
- b. The successful Bidder shall submit the completed **Attachment 1** within 10 business days of notification of award. If not submitted, the Contract may be terminated

- c. Upon request, the successful Bidder shall submit their accessibility training policies, procedures, content and records of training. The City reserves the right to require the successful Bidder, at the successful Bidder's expense, to amend their accessibility training program, if the City deems them to not be in compliance with the requirements of the AODA.
- d. The successful Bidder shall only assign the employees who have completed accessibility training, to provide services on behalf of the City.

### 5.8.2 Incorporating Accessibility into Goods, Services and Facilities

- a. The successful Bidder shall ensure the accessibility design, criteria and features specified be incorporated into the Work/Project.
- b. Public Spaces:  
The Work/Project is designed to comply with the Design of Public Spaces Standards made under Part IV.1 of the IAS regulation. The successful Bidder shall be aware that any supplementary instructions or changes to the work shall comply with the regulation.
- c. Buildings:  
Not applicable to this RFT
- d. Refer to **Section 7.0** for accessibility specifications, if applicable.

### 5.8.3 AODA Resources

- a. Government of Ontario's AccessOn website to assist public and private sector organizations in complying with the Accessibility Standards: [www.mcass.gov.on.ca/en/mcass/programs/accessibility/index.aspx](http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/index.aspx)
- b. If you require clarification of the accessibility requirements, contact the Accessibility Coordinator by phone at 705-742-7777, or Toll-Free at 1-855-738-3755, Extension 1785, or email [accessibility@peterborough.ca](mailto:accessibility@peterborough.ca).

## 5.9 Asbestos Awareness

The Bidder shall submit a completed **Appendix I**, 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.

**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 - Mandatory**

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

**Appendix A – Submission Cover Page and Checklist** - mark an “X” in the **Bidder Included** column, 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 – Schedule of Additional Unit Prices** – complete as requested.

**Appendix E – Schedule of Equipment Rental Rates** – complete as requested.

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

**Appendix G – References**- provide a **minimum of three references** that can be contacted by City staff. References must be **recent within five years**. Include details about the Work performed.

**Appendix H – Constructed Procedure Recompacted Liner** – complete as requested

**Appendix I – Representation, Warranty and Acknowledgement of Asbestos Training**. See **Item 5.9**.

### **5.10.2 Schedule - Mandatory**

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 this Project shall be done between the hours of Monday to Friday 7:30 am to 6:30 pm Local time unless otherwise specified.

The anticipated start date for this Project is March 30, 2015 for Phase 1 and May 1, 2015 for Phase 2 and all Work is to be completed for Phase 1 by April 30, 2015 and Phase 2 by September 30, 2015.

### **5.10.3 Health and Safety - Mandatory**

In addition to the copy of a current Clearance Certificate, as requested in **Item 5.6**, the Bidder shall provide:

- a. Current CAD-7 Calculation Safety Record from WSIB; and
- b. A copy of their Company Health and Safety Policy.

## **5.11 Contract**

### **5.11.1 Execution of Contract**

The successful Bidder shall enter into and sign a formal Contract with the City, within 10 working days of notification of award of the Tender, along with:

- a. Articles of incorporation and a copy of any amendments thereto;
- b. 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.
- c. Other required documentation as per this RFT.

The City will also issue a Purchase Order to the successful Bidder in conjunction with the Contract.

See **Attachment 8 “Sample Contract”**.

### **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**, as amended; 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 F**.

If the successful Bidder wishes to substitute a sub-contractor/supplier/sub-consultant named in **Appendix F**, 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 60 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 as per **Article 7** of the Sample Contract; see **Attachment 8**. 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 whole of the Work shall be completed to the satisfaction of the City and in adherence to the requirements of this RFT.

**6.29 Laws, Acts and Regulations**

The successful Bidder shall comply with all federal, provincial and municipal laws, statutes, regulations and by-laws, relevant to this RFT.

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.



### 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 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.

### 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 1%, 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 their 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/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**

The successful Bidder shall provide on-site portable toilets, maintaining them to provincial and municipal sanitary regulations and ensuring they are clean at all times. The successful Bidder shall not use existing toilet facilities inside the building(s). Portable toilets are to be placed at locations as directed by the Owner.

The toilets shall be removed when the Work is complete. The area shall be restored to its original condition.

#### **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**

Not applicable to this RFT.

**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**

Refer to **Attachments 2, 3, 4, 5 and 6.**

**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.

**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.

Some scores assigned to the various categories may be determined through reference checks.

The reference checks will be completed for the Bidder with the lowest price. The purpose of reference checks is to confirm the elements contained in the RFT submission and to verify the success of the Bidder with past projects. Should the Bidder with the lowest price receive one or more negative reference(s), the City, at its discretion, may remove the Bidder and proceed to the next lowest.

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.

Reference checks initiated by the City may not be limited to contacting those references provided by the Bidder. The City may consider all available information, including prior performance on other City projects, prior performance with the Consultant listed in **Item 1.5 of this RFT**, information concerning other projects, and information provided by other clients contacted by the City as a reference. The City will limit its investigations to the same time period stated in **Item 5.10.1**, which provides the requirements for references for completion of **Appendix G**.

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 Tender is subject to Council's approval of the 2015 City Budget, which is anticipated on February 2, 2015.**

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**

As part of the evaluation process, Bidders may be required to provide evidence demonstrating their financial capacity to complete the Work specified in the RFT. The Bidder's ability to complete the Contract, as specified in this RFT, will be assessed.

If requested, the minimum submission requirements are as follows:

- a. Audited financial statements and, if available, annual reports for the most recent two fiscal years, with any other relevant information that the Bidder wishes to provide to demonstrate that the Bidder has the financial resources to complete the Contract;
- b. Bank information including branch addresses, credit facilities and contact information;
- c. A signed authorization letter, which will be provided, giving the City the right to review the Bidder's credit rating; including securing a detailed credit report.

Failure to provide the above-mentioned requirements, if requested, may render the Tender null and void.

#### **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. Signed 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. Bonding - **Item 5.7**;
- e. Completed **Attachment 1**, regarding Accessibility for Ontarians with Disabilities - **Item 5.8**;
- f. Proof of Asbestos Awareness Training - **Item 5.9**;
- g. Final Work Schedule - **Item 5.10.2**;
- h. A copy of company's "Health and Safety Handbook – **Item 6.30**;
- i. Proof of competent personnel to implement and supervise a health and safety program – **Item 6.31**;
- j. A **written warranty** at the time the holdback is requested – **Item 6.34**;
- k. Proof of WHMIS training - **Item 7.2**; and
- l. 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-05-15 for **“Peterborough County/City Waste Management Facility – Construction of North Fill Area Cell 3, Gas Collection System and Public Drop-off Area Expansion”**.

**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.

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



**Attachment 2 –Waste Management Facility Upgrade Phase 1 and 2  
Drawings**

Separate document – provided in pdf format

### **Attachment 3 – General Conditions**

Separate document – provided in pdf format

## **Attachment 4 – Special Conditions**

Separate document – provided in pdf format

## **Attachment 5 - Project Specifications**

Separate document – provided in pdf format

## **Attachment 6 – Borehole Information**

Separate document – provided in pdf format

**Attachment 7 Sample of Agreement to Bond, Performance and Labour and Materials Payment**

For the Corporation of the City of Peterborough

I/We, the undersigned, hereby agree to become bound as surety for:

---

**Name of Bidder**

In a Performance Bond totaling 50% of the Total Contract Price and in a Labour and Materials Payment Bond totaling 50% of the Total Contract Price, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the Works shown as described herein, if the Tender for:

**T-05-15 – North Fill Area - Phase 1: Cell 2 Landfill Gas Collection System and Phase 2: Cell 3 Construction and Public Drop-Off Expansion**

is accepted by the Corporation of the City of Peterborough.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for the above mentioned Bonds must be completed with the undersigned within 10 working days of notification of award of the RFT related thereto; otherwise this Agreement shall be null and void.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015

---

Name of the Bonding Company

By:

---

Signature of Authorized Person  
Signing for Company

---

Position

Company Seal

**Attachment 8 – Sample Contract**

This Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015

For

**North Fill Area - Phase 1: Cell 2 Landfill Gas Collection System and Phase 2: Cell 3 Construction and Public Drop-Off Expansion**

Peterborough County/City Waste Management Facility at Peterborough, Ontario

By and between

**City of Peterborough**

Hereinafter referred to as "Owner",

And

\_\_\_\_\_

A General Contractor Corporation

Hereinafter called "Contractor",

Now therefore, Owner and Contractor, for the consideration hereinafter named, agree as follows:

## **Article 1 The Undertaking**

### **1.1 Work to be done**

- A. Contractor shall:
1. Furnish all supervision, labour, services, materials, equipment, transportation, Plant and Equipment, temporary facilities, and incidentals of every kind necessary, and perform and complete in the most substantial, timely, and workmanlike manner, the Works specified or indicated in the Contract Documents entitled **North Fill Area - Phase 1: Cell 2 Landfill Gas Collection System and Phase 2: Cell 3 Construction and Public Drop-off Expansion**, Peterborough County/City Waste Management Facility Peterborough, Ontario; and
  2. Do and fulfill everything required by and in complete accordance with the Contract, or the Contract Documents, as defined herein.

## **Article 2 – Contract Documents**

### **2.1 Documents Forming the Contract**

- A. The Contract and the Contract Documents shall be one and the same. The Contract Documents establish the rights and obligations of the parties and shall be deemed to include: the executed Contract; the executed Performance, Labour and Materials Bonds, Payment Bonds; the General Conditions; the Special Conditions; the Project Specifications; the Drawings; the Schedule of Information, the Form of Tender, the Schedule of Additional Unit Prices approved by Engineer, the Schedule of Equipment Rental Rates approved by Engineer; the proposed construction procedures for the recompacted liner; any Addenda; all provisions required by Laws and Regulations to be inserted in the Contract whether actually inserted or not; all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the date of Notice of Award; and all appendices, attachments, and exhibits to any of the foregoing.

### **2.2 Reporting and Resolving Discrepancies**

- A. Contractor shall be fully responsible for thoroughly reviewing the Contract Documents.
- B. Should conflict appear between the various Contract Documents, priority shall be given in order of appearance in the following list:
1. Contract;
  2. Special Conditions;
  3. General Conditions;
  4. Project Specifications;
  5. Drawings;



6. General;
  7. Details; and
  8. Schedules.
- C. If, during the performance of the Works, Contractor discovers any conflict, discrepancy, ambiguity, error, or omission within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Works, or of any standard, specification, manual, or code, or of any instruction of any Supplier, Contractor shall notify Engineer thereof in writing within 24 hours after discovery, for resolution by Engineer. Contractor shall not proceed with the Works affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in **Article 6.1** or Engineer determines that no such conflict exists. Any work affected by such conflict, discrepancy, ambiguity, error, or omission which is performed prior to Engineer's decision shall be at Contractor's risk and expense and at no additional cost to Owner.
- D. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, discrepancy, ambiguity, error, or omission between the provisions of the Contract Documents and: (i) the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or (ii) the provisions of any Laws or Regulations applicable to the performance of the Works, unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation.

## **Article 3 Contract Price**

### **3.1 Contract Price**

- A. In consideration of the payments to be made by Owner to Contractor as hereinafter mentioned, Contractor shall perform and complete the Works in accordance with the provisions of the Contract Documents.
- B. In consideration of the performance and completion of the Works in accordance with the provisions of the Contract Documents, Owner shall pay the Contract Price to Contractor at the time and in the manner prescribed in the Contract Documents.

- C. The Contract Price shall consist of:
1. The unit prices and lump sums named in the attached Form of Tender, or **Appendix C**, having a total, based on quantities entered in the Form of Tender in the case of unit price items of  
  
\_\_\_\_\_dollars  
  
\$ \_\_\_\_\_; and
  2. Plus or minus any adjustments made in accordance with the Contract.

## **Article 4 Contract Times**

### **4.1 Notice to Proceed**

- A. Contractor shall begin the Works on the day indicated in the Notice to Proceed and shall prosecute the Works so that the Works is substantially performed, and completed and ready for final payment within the number of days, or alternatively, on or before the dates set forth in Section 01000 of the Project Specifications. The issuance of the Notice to Proceed by Engineer on behalf of Owner will fix the date on which the Contract Times will commence to run.

## **Article 5 Examination and Inspection**

### **5.1 Documents and Site Conditions**

- A. Contractor represents and warrants to Owner that before submitting a tender it carefully examined the Request for Tenders, including Addenda, and it carefully examined, inspected, and investigated the Site, as well as its surrounding territory, and is fully informed regarding all of the risks, contingencies, and other circumstances and conditions affecting or influencing the work to be done and labour and materials to be furnished for the completion of the Contract, including, without limiting the generality of the foregoing, Laws and Regulations, the nature and location of the Works, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads, uncertainties of weather, physical conditions at the Site, the location and condition of facilities and structures, including utilities and the like, whether above or below the ground or underwater, the conformation and conditions of the ground, the character of equipment and facilities needed prior to and during the prosecution of the Works, and all other matters which can in any way affect the progress, performance, or furnishing of the Works, or the cost thereof under the Contract.
- B. Except as provided in Gc.12 and Gc.13 of the General Conditions, Contractor assumes the risk of all surface, subsurface, or any other conditions at the Site, whether known or unknown, which may affect its

performance under the Contract, and shall not attempt to seek a change in the Contract Price or the Contract Times, or Milestones, or to excuse any inadequacy, failure, or lack of performance of its obligations under the Contract on grounds of such conditions regardless of any inaccuracy or incompleteness of information which Contractor has acquired from Owner or any other source. Contractor acknowledges that such information from Owner or any other source is not intended as a representation or warranty with respect to conditions to be encountered at the Site and is only provided for informational purposes.

## **Article 6 Alterations and Omissions**

### **6.1 Amending and Supplementing Contract Documents**

- A. Owner reserves the right, at any time during the progress of the Works, to alter the Drawings or the Project Specifications, add to the Works, or omit any portion of the Works as Owner may deem reasonably necessary; and to make allowances for additions and deductions in the Contract Price in accordance with the Contract.
- B. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Works or to modify the terms and conditions thereof in one or more of the following ways: (i) Written Amendment; (ii) Change Order; or (iii) a Work Change Directive.
- C. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Works may be authorized, by one or more of the following ways: (i) a Field Order; (ii) Engineer's approval of a Shop Drawing or Sample; or (iii) Engineer's written interpretation or clarification.

## **Article 7 Progress Payments**

### **7.1 Applications for Payments**

- A. Applications for Payment shall be based on the Form of Tender attached hereto and made a part hereof. The Form of Tender shall be incorporated into an Application for Payment in the form prescribed by the Form of Tender contained in this RFT. The Form of Tender shall be the full inclusive cost of the Works described including all costs, expenses, profit, overhead, and taxes, as provided in **Article 12** of the Contract, which may be required in and for the performance of the Works described, together with all general risks, liabilities, and obligations set forth or implied in the Contract Documents. The Form of Tender is to be used as a basis of payment only and shall not be used as a description of the full extent of the Works to be completed under the Contract. Any work required to properly complete the Works, but not specifically listed as a separate pay item, must be provided for and the cost of such work will be deemed included in the appropriate items listed in the Form of Tender. If requested by Engineer, Contractor shall submit a price breakdown for any lump sum items contained in such Form of Tender.

- No progress payment shall be made to Contractor until an acceptable Application for Payment is submitted to Engineer.
- B. Within ten (10) days following the first day of each month, Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Works completed during the preceding month and accompanied by Statutory Declarations as set forth in **Article 9** and such other supporting documentation as is required by the Contract Documents.
  - C. As the work progresses in accordance with the Contract and in manner that is satisfactory to Owner, Owner will make progress payments on account of the Contract Price to Contractor in the manner set forth in the Special Conditions, against Applications for Payment recommended by Engineer of Contractor's performance of portions of the Works to the satisfaction of Engineer. Owner shall have no responsibility to pay or reimburse Contractor with respect to any matters stated in the Contract to be at the cost or expense of Contractor or to be at no extra or additional cost or expense to Owner. Owner shall have no obligation to pay Contractor for work which is not satisfactory to Owner or is not done in accordance with the Contract.
  - D. Payment in the case of unit price work will be based on actual quantities of completed work, determined by Engineer by the methods specified in the Project Specifications, and in accordance with Paragraph 25.2 A of the General Conditions, at the prices entered in the Form of Tender, except that in no event shall Contractor be paid for the quantity of unit price work which is in excess of the approximate quantities set forth in the Form of Tender without the express advance written approval of Engineer prior to any such work being initiated by Contractor. Payment in the case of lump sum work will be based on the percentage of work completed, as determined by Engineer, times the lump sum price entered in the Form of Tender.
  - E. Owner will retain a percentage of all progress payments due to Contractor under the Contract, in accordance with the Applicable Lien Legislation in the Province of Ontario.

## 7.2 Review of Applications

- A. **Engineer will**, within 10 days after receipt of each Application for Payment, either recommend payment to Owner, or return the Application for Payment for necessary corrections.
- B. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, the Works has not progressed to the point indicated or is not completed in accordance with the Contract Documents. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss.

### **7.3 Progress Payment Becomes Due**

- A. Thirty days after Engineer's recommendation, the amount recommended for progress payment will; subject to the provisions of Article 8; become due, and when due will be paid by Owner to Contractor.
- B. Progress payments, however, shall not constitute acceptance of Contractor's work by Owner, nor be construed as a waiver of any right or claim by Owner.

### **7.4 Contractor's Warranty of Title**

- A. Contractor warrants and guarantees that title to all Works, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

### **7.5 Payment to Sub-Contractors and Suppliers**

- A. Contractor shall pay each Sub-contractor and Supplier the full amount paid by Owner for its proportionate share of work, not later than 5 days after receipt of payment from Owner.
- B. Contractor agrees that all funds requested in its Applications for Payment for the benefit of Sub-contractors, Suppliers, and Labourers, as evidenced by Contractor's sworn statement, shall be paid from the funds received from Owner for each Application for Payment. Owner reserves the right to furnish to any Sub-contractor or Supplier evidence of the amounts certified on their respective account for payment to Contractor.

## **Article 8 Withholding Payments**

### **8.1 Owner's Right to Withhold or Reduce Payment**

- A. Notwithstanding anything to the contrary herein contained, Owner shall have the right, without any duty, to withhold or reduce any payments due or to become due Contractor, by reason of (i) any indebtedness owed by Contractor to Owner; (ii) any defective work not remedied or any defective materials not removed and replaced; (iii) any third-party claims filed or reasonable evidence indicating probable filing of any such claims; (iv) any Liens in favor of any workers, Sub-contractors, Suppliers, or Laborers; (v) a claimed failure of Contractor to make any payments to its Sub-contractors, Suppliers, or labourers; (vi) any failure of Contractor to comply with the Contract Documents; and/or (vii) any set-off to which Owner may be legally entitled.

## **Article 9 Works To Be Free From All Encumbrances**

### **9.1 Releases; Statutory Declarations; Sworn Statements**

- A. Before making progress payments or final payment or releasing any holdback, Owner will require Contractor to furnish evidence that all work

performed and materials supplied and all structures built for which payment is being made are free and clear from all lawful Liens under any Laws or Regulations, including, without limiting the generality of the foregoing, legal provisions relating to Liens in favor of workers, builders, architects, Sub-contractors, or Suppliers, and such other evidence as may be necessary to satisfy Owner that Contractor has fulfilled Contractor's obligations under the Contract.

- B. Contractor's Applications for Payment shall be accompanied by Contractor's Statutory Declaration, or Canadian Construction Document Committee; "CCDC" Statutory Declaration for Progress Payment Distribution by Contractor, CCDC 9A-2001 or latest version; indicating that all accounts for labour, subcontracts, products, construction machinery and equipment, and other indebtedness which may have been incurred by Contractor in the performance of the Works and for which Owner might in any way be held responsible have been paid in full except holdback monies properly retained. In addition each Application for Payment shall be accompanied by satisfactory evidence of compliance with workers' compensation legislation including premiums due there under.
- C. Contractor's final Application for Payment shall be accompanied by Contractor's Statutory Declaration; CCDC Statutory Declaration for Progress Payment Distribution by Contractor, CCDC 9A-2001 or latest version; and satisfactory evidence of compliance with workers' compensation legislation including premiums due there under. Final Release of All Claims; CCDC Statutory Declaration for Progress Payment Distribution by Sub-contractor, CCDC 9B-2001 or latest version; from all Sub-contractors and Suppliers who have not previously submitted a Final Release of All Claims.
- D. For release of holdback Contractor shall furnish:
  - 1. Statutory Declaration; CCDC Statutory Declaration for Progress Payment Distribution by Contractor, CCDC 9A-2001 or latest version; and
  - 2. Final Release of All Claims; CCDC Statutory Declaration for Progress payment Distribution by Sub-contractor, CCDC 9B-2001 or latest version; applicable to the services completed or materials furnished up to the date of Contractor's application for release of holdback, signed by each Sub-contractor and Supplier who has a right to file a Lien against the premises.
- E. Releases of all claims arising out of or which may arise out of or filed in connection with the Works, and Statutory Declarations shall be complete and legally effective. Sample copies of the required Statutory Declarations and release of claim forms are provided by Owner. Such suggested forms are intended to cover only Owner's minimum requirements under the Contract. Contractor shall be responsible for supplementing these forms and supplying to Owner any other information, forms, and documents which may be required by applicable laws of the Province where the work is being performed.

- F. Contractor shall immediately notify Owner in the event Contractor obtains information that a Lien has been or may be asserted against the Site or in relation to the Works. Contractor shall immediately pay, satisfy, and discharge any and all obligations and liabilities, including settlement costs, court costs, and reasonable attorneys' fees, arising from or related to any such Liens. Contractor shall be liable to pay to Owner all moneys that the latter may pay in vacating or discharging a Lien, including without limitation all amounts paid by way of security for costs or otherwise and all legal fees on a solicitor-client basis.

## **Article 10 Substantial Performances**

### **10.1 Inspection for Substantial Performance**

- A. When Contractor considers the entire Works ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Works is substantially performed (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Performance. Promptly thereafter, Owner, Contractor, and Engineer shall make an inspection of the Works to determine the status of completion. If Engineer does not consider the Works substantially performed, Engineer will notify Contractor in writing giving the reasons therefore. If Engineer considers the Works substantially performed, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Performance which shall fix the date of Substantial Performance. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Works is not substantially performed, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Works substantially performed, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Performance, with a revised tentative list of items to be completed or corrected, reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner. At the time of delivery of the tentative certificate of Substantial Performance, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Works, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Performance, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- B. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Performance, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.
- C. Owner shall publish a copy of the Certificate of Substantial Performance once in the Daily Commercial News.

## **10.2 Partial Utilization**

- A. Use by Owner at Owner's option of any substantially performed part of the Works which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Works that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Works, may be accomplished prior to Substantial Performance of all the Works subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Works which Owner believes to be ready for its intended use and substantially performed. If Contractor agrees that such part of the Works is substantially performed, Contractor shall certify to Owner and Engineer that such part of the Works is substantially performed and request Engineer to issue a certificate of Substantial Performance for that part of the Works. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Works ready for its intended use and substantially performed and request Engineer to issue a certificate of Substantial Performance for that part of the Works. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Works to determine its status of completion. If Engineer does not consider that part of the Works to be substantially performed, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Works to be substantially performed, the provisions of Paragraph 10.1 will apply with respect to certification of Substantial Performance of that part of the Works and the division of responsibility in respect thereof and access thereto; and
  - 2. No occupancy or separate operation of part of the Works may occur prior to compliance with the requirements of Paragraph 1.5 of the Special Conditions regarding property insurance.

## **Article 11 Final Inspection and Payment**

### **11.1 Final Inspection**

- A. Upon written notice from Contractor that the entire Works or an agreed portion thereof is complete, Engineer will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Works is incomplete or defective.



Contractor shall immediately take such measures as are necessary to complete such Works or remedy such deficiencies.

## **11.2 Final Application for Payment**

- A. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered all documentation in accordance with the Contract Documents, Contractor may make application for final payment, following the procedure for progress payments.
- B. The final Application for Payment shall be accompanied, except as previously delivered, by:
  - 1. All documentation called for in the Contract Documents, including, but not limited to, evidence of compliance with workers' compensation legislation and evidence of continuation of insurance;
  - 2. A written statement from Contractor that Contractor has no further claims or demands for additional monies or extra work in connection with the Contract;
  - 3. Releases and statutory declarations as set forth in **Article 9**;
  - 4. Asset titles and inventories; and
  - 5. Any and all other documents reasonably required by Engineer OR Owner.
- C. In lieu of the releases specified in Paragraph 11.2 B and as approved by Owner, Contractor may furnish receipts, and an affidavit of Contractor that the receipts include all labour, services, equipment, and material for which a Lien could be filed, and all payrolls, material and equipment bills, and other indebtedness connected with the Works for which Owner, or the owner(s) of the premises where the Site is located if other than Owner, or property at the Site might in any way be responsible have been paid or otherwise satisfied. If any Sub-contractor or Supplier refuses to furnish a release or receipt in full, Contractor shall furnish a bond or other collateral satisfactory to Owner to indemnify Owner and Engineer, and their respective representatives and agents against any Liens.

## **11.3 Review of Application and Acceptance**

- A. If, on the basis of Engineer's observation of the Works during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Works has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Works is acceptable subject to the provisions of Paragraph 11.5. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons

for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

#### **11.4 Final Payment Becomes Due**

- A. 30 days after presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended for final payment by Engineer will become due and, when due, will be paid by Owner to Contractor.
- B. Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### **11.5 Waiver of Claims**

- A. Contractor's acceptance of final payment shall constitute a waiver of all claims by Contractor against Owner.

### **Article 12 Taxes**

#### **12.1 Proof of Payment; Affidavit of Taxes Paid**

- A. The Contract Price shall include all taxes required by Laws and Regulations, including, but not limited to, sales, consumer, use, excise, disposal, or any other applicable taxes. If requested by Owner, Contractor shall furnish proof of payment of such taxes.

#### **12.2 Harmonized Sales Tax**

- A. The total Contract Price shall include the Harmonized Sales Tax, or "HST". However, the individual prices, if any, set forth in the Form of Tender **shall not** include the HST. The appropriate HST amounts will be paid to Contractor in addition to the amounts recommended for payment by Engineer for work performed under the Contract and will therefore not affect individual prices. HST amounts shall be included as a separate item on the summary page of Applications for Payment and on the summary page of Form of Tender. The Contractor shall provide detailed documentation as requested by the City to support changes to the unit prices due to the implementation of the new HST in advance of requesting payment.

### **Article 13 Force Majeure and No Damages For Delay**

#### **13.1 Force Majeure Event**

- A. Any delays in or any failure of performance of either party hereto shall not constitute a default under the Contract, or give rise to any claim for damages, to the extent (i) such delays or failure of performance are not reasonably foreseeable, are caused by circumstances beyond the control of the party thereby affected, and constitute "force majeure" under Paragraph 13.1 B hereof; collectively "force majeure event"; and (ii) the affected party satisfies the notice and claim filing requirements, as applicable, of the Contract.

- B. For the purposes of the Contract, the term "force majeure" means an occurrence or non-occurrence arising from causes beyond the control of a party and which could not be avoided or overcome by due diligence. Force majeure does not include unanticipated or increased costs, changed financial circumstances, contract disputes, failure to obtain workers, materials, or supplies, unless directly caused by the outbreak of a war or a strike.
- C. Time necessary for reviews by Engineer of Shop Drawings and Samples, and field changes to meet actual conditions, and delays incurred by seasonal and weather limitations shall be anticipated, and are not a force majeure event, and are not eligible for additional compensation or extensions of time. Delays attributable to and within the control of a Sub-contractor or Supplier shall be deemed to be delays within the control of Contractor, and also are not a force majeure event, and are not eligible for additional compensation or extensions of time.
- D. Contractor expressly understands that one of the material terms of the Contract, for which it has received substantial consideration, is to shift to Contractor, except as stated otherwise herein, any and all risks Contractor may suffer as a result of delays, including, but not limited to, a force majeure event, during the term of the Contract. Except as stated otherwise herein, in no event shall any delay, except a force majeure event, result in a change to the Contract Times, or Milestones, and no delay shall result in a change to the Contract Price or any claim by Contractor for additional compensation, and Owner shall not be held responsible for any loss or damage suffered by Contractor by reason of any such delay.
- E. Contractor shall include in the Contract Price the cost of doing the work under the Contract caused by the non-compensatory delays described above.
- F. Contractor shall use all means available, including overtime at Contractor's expense and at no additional cost to Owner, to complete the Works in accordance with the Contract Times, or Milestones, time being of the essence.

### **13.2 Notice and Claim Filing Requirements**

- A. In the event a condition arises which wholly or in part prevents or will prevent either party hereto from performing hereunder, the affected party shall inform the other in writing within 24 hours of the time at which the affected party first has reason to believe the condition has occurred or may occur and stating the general nature of the claim. Provided the notice described in this Paragraph 13.2 A is given and the other notice and claim filing requirements, as applicable, of the Contract are met, the obligation affected by a force majeure event shall be extended by Change Order or Written Amendment for a time equal to the delay caused solely by the intervention of such force majeure event.
- B. For a force majeure claim Contractor shall notify Engineer and Owner orally within 48 hours from the start of any delay in the Works to explain the cause and the expected duration of the delay. Within five working

days after first becoming aware of a possible delay, Contractor shall file with Engineer and Owner written notice of any claim for an extension to the Contract Times, or Milestones, due to a force majeure event. Such notice shall contain an explanation of the cause(s) of any actual or potential delay, the anticipated duration of any delay, the measures taken and to be taken to prevent or minimize the delay, and the timetable for implementation of such measures. Contractor shall file with Engineer and Owner any claim for an extension to the Contract Times, or Milestones, due to a force majeure event, along with all required supporting data, in writing within 10 days from the time when such alleged force majeure event shall have ceased. If Contractor fails to meet any of the notification or claim filing requirements set forth herein, Contractor shall be deemed to have waived any right to an extension to the Contract Times, or Milestones. Contractor has the burden to prove the events that caused the delay, that such events constitute a force majeure event, that Contractor satisfied the notification and claim filing requirements of the Contract, and that CONTRACTOR is entitled to an extension to the Contract Times, or Milestones, due to a force majeure event. A claim by Contractor for an extension to the Contract Times, or Milestones, must set forth in detail the source and the nature of each alleged force majeure event, the date upon which each such force majeure event began and ended, and the obligation under the Contract which is delayed due to each such force majeure event. Contractor shall, in any event, be entitled to an extension of the Contract Times, or Milestones, for a force majeure event only for the number of days of delay which Owner determines to be due solely to such force majeure event, and only for the obligation under the Contract affected by such force majeure event as determined by Owner. Contractor shall not be entitled to receive a separate extension of time for each one of several force majeure events operating concurrently, but, if at all, only for the actual period of delay in completion of the Works as determined by Owner irrespective of the number of force majeure events contributing to produce such delay. If one of several causes of delay operating concurrently arises from any act or omission of Contractor or any Representative, and would of itself, irrespective of the concurrent causes, have delayed the Works, no extension of time will be allowed for the period of delay arising from such act or omission, regardless of the existence of a concurrent force majeure event. An extension of one Milestone for any part of the Works based upon a particular force majeure event shall not entitle Contractor to an extension of a subsequent Milestone or the final dates of completion in the Contract Times without Contractor meeting its burden of proof for each incremental step or requirement for which a time extension is sought.

### **13.3 Delays by Owner**

- A. If Contractor's performance under the Contract is materially delayed due solely to the negligence, reckless or willful misconduct, or breach of the Contract on the part of Owner or those for whom Owner is responsible,

then, provided that Contractor fully meets all notice and claim filing requirements set forth in Gc.05 of the General Conditions, Contractor as its sole remedy shall be entitled to: (i) an extension to the Contract Times, or Milestones, by Change Order or Written Amendment equal to the duration of such material delay, and (ii) an increase in the Contract Price by Change Order or Written Amendment so as to properly compensate Contractor for any increased cost reasonably and actually incurred as a direct result of such material delay.

## **Article 14 Right To Suspend Work**

### **14.1 Owner May Suspend**

- A. Notwithstanding any provision in the Contract Documents to the contrary, at any time and without any cause whatsoever, Owner may suspend the execution of the Works by Contractor or any portion thereof for the period of time that Owner determines appropriate for the convenience of Owner by notice in writing to Contractor and Engineer.
- B. Contractor, as its sole remedy and full compensation for such suspension, shall be entitled to an extension to the Contract Times, or Milestones, or an adjustment in the Contract Price, or both, to the extent directly attributable to any such suspension provided that no adjustment shall be made for any claim under Paragraph 14.1 B unless Contractor files notice of such claim in writing with Engineer and Owner within 10 days after the suspension of the Works or any portion thereof and fully meets the other notice and claim filing requirements set forth in Gc.05 of the General Conditions.

## **Article 15 Termination**

### **1. Owner May Terminate for Cause**

- 1. The occurrence of any one or more of the following events will justify termination for cause:
  - 1. Contractor's failure to perform the Works in accordance with the Contract Documents including, but not limited to, refusal or failure to timely supply sufficient skilled workers, suitable materials or equipment, or Plant and Equipment, or failure to adhere to the progress schedule established under Paragraph 8.1 C of the General Conditions as adjusted from time to time, or failure to make prompt payments to Sub-contractors or Suppliers;
  - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  - 3. Contractor's disregard of the authority or instructions of Engineer;
  - 4. Contractor's violation in any material way of any provisions of the Contract Documents.
- A. In addition to Owner's rights as set forth in **Article 14** and without prejudice to any other right or remedy to which Owner might be entitled, Owner may immediately terminate the services of Contractor upon

- written notice to Contractor; and the surety, if any; if one or more of the events identified in Paragraph 15.1 A occur which goes unremedied by Contractor for 7 days after Contractor has received written notice thereof from Owner, or in the event it comes to the attention of Owner that Contractor has made a material misrepresentation to Owner as an inducement for Owner to enter into or continue the Contract.
- B. Unless Owner agrees otherwise, the Contract shall be automatically terminated upon Contractor becoming insolvent or subject to receivership, bankruptcy, or other insolvency proceedings, whether or not under Court supervision.
- C. Should Owner terminate Contractor's services, as provided in Paragraph 15.1 B, Owner may exclude Contractor from the Site, and take possession of the whole of the Works and of all temporary works, and of all Plant and Equipment at the Site, and use the same to the full extent they could be used by Contractor, without liability to Contractor for trespass or conversion, incorporate in the Works all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and Owner may finish the Works by whatever method Owner may deem expedient, including but not limited to, by contract negotiated or publicly let, by the use of its own forces, by calling upon Contractor's surety to complete the Works, or by a combination of any such methods. In any such case, Contractor shall not be entitled to receive any further payment until the Works is finished. Owner shall only be responsible to Contractor for work performed prior to the effective date of termination under this Paragraph 15.1 in accordance with the Contract Documents subject to any set-off to which Owner may be legally entitled. If the unpaid balance of the Contract Price exceeds all claims, costs, expenses, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, sustained by Owner arising out of or relating to completing the Works, such excess shall, subject to Article 8, be paid to Contractor. If such claims, costs, expenses, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner within Thirty (30) days of Owner's written demand for payment. Such claims, costs, expenses, losses, and damages incurred by Owner due to Contractor's default will be incorporated in a Change Order or Written Amendment, provided that when exercising any rights or remedies under this Paragraph 15.1 D Owner shall not be required to obtain the lowest price for the Works performed.
- D. If, in the case of Contractor's failure or refusal to supply additional workers, Plant and Equipment, or supervisory personnel, it is in the interest of Owner to do so, Owner may without prejudice to any other right or remedy, continue Contractor's services on some of the Works and take possession of other parts of the Works and some or all of the temporary works, premises, Plant and Equipment, and materials and equipment at the Site for such other parts of the Works and finish such other parts of the Works by whatever method Owner may deem

expedient. If Contractor's services are not terminated, Contractor shall not be entitled to receive any further payment on account of the parts of the Works of which Owner has taken possession until the whole of the Works is finished.

- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner will not release Contractor from liability.
- F. In no event shall Contractor be paid by Owner for loss of anticipated profits or revenue or other economic loss arising out of or resulting from termination for cause.

## 15.2 Owner May Terminate for Convenience

- A. Notwithstanding any other provision in the Contract Documents to the contrary and without prejudice to any other right or remedy of Owner, Owner may, at any time, terminate the Contract, or any work to be performed hereunder, in whole or in part, for convenience and without any cause whatsoever upon 10 days advance written notice to Contractor; or the "Notice". The Notice shall specify the extent of termination and the effective date. In such event, the Contract shall terminate on the date and in the manner set forth in such Notice and, unless the Notice provides otherwise, Contractor shall be obligated to perform the following duties on the effective date of termination:
  - 1. Cease operations as specified in the Notice;
  - 2. Terminate all subcontracts, if any, and orders, if any, to the extent they relate to termination;
  - 3. Continue any work not terminated; and
  - 4. Take any other actions as directed by Engineer.
- B. In the event of termination under this Paragraph 15.2, Contractor shall, subject to **Article 8**, be entitled to receive, as its sole remedy, payment, without duplication of any items, for: (i) completed and acceptable Works executed in accordance with the Contract Documents prior to the effective date of such termination; (ii) expenses sustained prior to the effective date of termination in performing services and furnishing labour, materials, or equipment as required by the Contract Documents in connection with uncompleted Works, plus fair and reasonable sums for overhead and profit on such expenses; (iii) reasonable expenses incurred in settlement of terminated contracts with Sub-contractors, Suppliers, or others; (iv) reasonable expenses directly attributable to termination; and (v) any retainage then held by Owner, less any amounts owed by Contractor to Owner.
- C. In the event that Owner terminates the Contract in a manner which is subsequently determined to be wrongful or unjustified, such termination shall be deemed a termination for convenience of Owner under this Paragraph 15.2.

## **Article 16 Warranty and Guarantee**

### **16.1 Contractor's General Warranty and Guarantee**

- A. Contractor expressly warrants and guarantees to Owner and Engineer that all materials and equipment furnished shall be new unless otherwise specified, and that all Works under the Contract shall be in conformance with the Contract Documents and will not be **defective**. Contractor shall promptly make good, without cost to Owner, any and all Works that is **defective**.
- B. Contractor's obligation to perform and complete the Works in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of the Work that is not in accordance with the Contract Documents, or a release of Contractor's obligation to perform the Work, in accordance with the Contract Documents:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Performance by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Works or any part thereof by Owner;
  - 5. Any acceptance by Owner or any failure to do so;
  - 6. Any review and approval of a Shop Drawing or sample submittal or the issuance of a notice of acceptability by Engineer;
  - 7. Any inspection, test, or approval by others; or
  - 8. Any correction of defective Works by Owner.

## **Article 17 Successors and Assigns**

### **17.1 No Assignment**

- A. Contractor shall not assign or otherwise transfer or alienate any of its benefits or obligations under the Contract without the advance written approval of Owner, and any purported assignment, transfer, or a lienation by Contractor of such benefits or obligations without such approval shall be null and void.
- B. The Contract shall inure to the benefit of and be binding upon, the parties and their respective successors and assigns.

## **Article 18 Patents and Other Intellectual Property Rights**

### **18.1 Patent Fees and Royalties; Indemnification**

- A. Contractor shall secure all rights and pay all license fees and royalties and assume all costs incident to the use in the performance of the Works or the incorporation in the Works of any invention, design, process, product, or device which is the subject of patent rights, copyrights, or other intellectual property rights held by others.
- B. Contractor shall defend, indemnify, and hold harmless Owner, Engineer, and the present and future officers, shareholders, directors, officials,



employees, representatives, agents, partners, affiliates, parents, and subsidiaries of each and any of them from and against any and all liabilities, damages, penalties, fines, forfeitures, demands, claims, causes of actions, suits, judgments, losses, costs, and expenses of every kind, ,(including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, whether foreseeable or unforeseeable, which any or all of them may hereafter suffer, incur, be responsible for, or pay out, as a result of any violation or an alleged violation of any patent rights, trade secrets, copyrights, or other intellectual property rights resulting, in whole or in part, from any act or omission by Contractor or any Representative.

- C. The provisions of this **Article 18** shall survive final payment, completion, and acceptance of the Works, or termination or completion of the Contract.

## **Article 19 Indemnification**

### **19.1 Contractor's Indemnification**

- A. Contractor shall assume entire responsibility and liability, to the fullest extent permitted by Laws and Regulations, for all damages or injury to all persons, including, but not limited to, sickness, disease, or death, whether employees or otherwise, and to all property including, without limiting the generality of the foregoing, loss of use, or contamination of or adverse effects on the environment or any natural resources, arising out of, resulting from, or in any manner connected with, the execution of the Works provided for in the Contract or occurring or resulting from the use by Contractor, or any Sub-contractor, Supplier, or Representative, of materials, equipment, instrumentalities, or other property, whether the same be owned by Owner, Contractor, or third parties, and Contractor, to the fullest extent permitted by Laws and Regulations, agrees to indemnify and save harmless Owner, Engineer, and the present and future officers, shareholders, directors, officials, employees, representatives, agents, partners, affiliates, parents, and subsidiaries of each and any of them from and against all such claims including, without limiting the generality of the foregoing, claims for which Owner or Engineer may be or may be claimed to be liable and legal fees and disbursements paid or incurred to enforce the provisions of this Paragraph 19.1, and Contractor further agrees to obtain, maintain, and pay for such insurance coverage and endorsements as will insure the provisions of this Paragraph 19.1.
- B. The indemnification obligations under this **Article 19** shall not be limited in any way by the amount or type of damages, compensation, or benefits payable under worker's compensation acts, disability benefit acts, other employment benefit acts, or the amount of insurance carried or recovered.
- C. The provisions of this **Article 19** shall survive final payment, completion, and acceptance of the Works, or termination or completion of the Contract.

## **Article 20 Miscellaneous**

### **20.1 Governing Law and Venue**

- A. The formation, validity, performance, and breach of the Contract and any matter relating thereto, and all claims, disputes, or actions whatsoever of any nature between the parties, shall be construed, enforced, and determined in accordance with the laws of the Province of Ontario.

### **20.2 Complete Contract**

- A. The Contract contains the entire Contract of the parties, and cancels and supersedes all prior negotiations and Contracts of the parties, with respect to its subject matter. There has been no promise or representation made by either party to induce the other party to enter into the Contract which is not set forth in the Contract. The fact that a deletion from or addition to the Contract has been made during its negotiation shall not be used for any purpose, including without limitation for the purpose of interpreting the Contract. No principle providing for the construction or interpretation of a Contract adverse to its drafter shall apply to the Contract. The Contract shall not be set aside, modified, amended, or augmented, in whole or in part, except in writing signed by a duly authorized representative of each party.

### **20.3 Severability**

- A. Every paragraph, part, term, or provision of the Contract is severable from the others. If any paragraph, part, term, or provision of the Contract is construed or held to be void, invalid, or unenforceable by order, decree, or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms, and provisions of the Contract shall not be affected thereby but shall remain in full force and effect.

### **20.4 Survival of Obligations**

- A. All representations, releases, waivers, indemnifications, warranties, guarantees, and similar Contracts made in, required by, or given in accordance with the Contract Documents, as well as all obligations of the Contract Documents which are expressly or implicitly continuing obligations, shall survive final payment, completion, and acceptance of the Works, or termination or completion of the Contract.

### **20.5 Cumulative and Non-Exclusive Rights and Remedies**

- A. The individual rights and remedies of Owner under the Contract Documents shall be cumulative and in addition to, not in lieu of, any other rights and remedies of Owner provided at law or in equity.

### **20.6 Waiver**

- A. A waiver of any provision of the Contract Documents shall be binding and effective only if the same shall be in writing signed by both parties hereto. A waiver of any breach of the Contract Documents shall be for that one time only and shall not apply to any subsequent breach, unless otherwise

agreed to in writing by both parties hereto. Owner's acceptance of a late or otherwise non-conforming performance by Contractor shall not be deemed a waiver of Owner's right to hold Contractor liable for any damage resulting there from nor Owner's right to terminate the Contract for cause related to the same. The failure of either party to insist in one or more instances upon the terms of the Contract, or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term or the future exercise of such right, and the obligation of each party with respect to such future performances shall continue in full force and effect.

#### **20.7 Specific Performance**

- A. Failure of Contractor to comply strictly with the provisions of the Contract, as amended by all Written Amendments and Change Orders, shall entitle Owner to all rights and remedies for breach of contract, and Owner shall be entitled, at its sole discretion and option, to obtain specific performance by Contractor solely upon a showing of any breach of the Contract, as amended by all Written Amendments and Change Orders, and without (i) posting by Owner of any bond or security therefore, or (ii) any other showing.

#### **20.8 Independent Contractor**

- A. Contractor shall be an independent Contractor, maintaining control over its own employees and operations, and neither Contractor nor anyone employed by Contractor shall be deemed to be a servant, employee, or agent of Owner. Contractor shall be fully responsible for and shall withhold or pay, or both, as may be required by Laws and Regulations, all federal, provincial, and local taxes and contributions with respect to, measured by, or based upon compensation paid to or earned by Contractor's employees.

Contractor and Owner hereby agree to the full performance of the covenants herein contained, and in witness whereof, have signed this Contract as of the day and year first written. This Contract bears the formal date aforementioned and shall be for all purposes retroactive to such date even though signed and acknowledged on the dates mentioned below,

Signed In The Presence of:

City of Peterborough  
**Owner**

**Contractor**

By \_\_\_\_\_  
Mayor  
Print Name  
Print Title

By: \_\_\_\_\_  
Authorized Signature  
Print Name  
Print Title

By \_\_\_\_\_  
Clerk)  
Print Name  
Print Title

By: \_\_\_\_\_  
Authorized Signature  
Print Name  
Print Title

This \_\_\_\_ day of \_\_\_\_\_, 2015

This \_\_\_\_ day of \_\_\_\_\_, 2015

At \_\_\_\_\_  
Location

At \_\_\_\_\_  
Location

Note: If Contractor is a corporation or partnership, attach evidence of authority to sign.

**Appendix A - Submission Cover Page and Checklist**



**Request for Tenders  
Document No. T-05-15**

**Peterborough County/City Waste Management Facility – Construction of North Fill Area Cell 3, Gas Collection System and Public Drop-off Area Expansion**

**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:**

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**Company Name**

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**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.

<b>City Required</b>	<b>Requirement</b>	<b>Bidder Included</b>
X	Bid Deposit - Item 5.1.1 – Provide <b>with original only</b>	
X	One Original and four copies of Tender Submission - Items 5.3.2 and 5.3.3	
<b>Provide the Following with Original and all Copies</b>		
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	Schedule of Additional Unit Prices – Appendix D - Item 5.10.1	
X	Schedule of Equipment Rental Rates – Appendix E – Item 5.10.1	
X	Sub-Contractors/Suppliers/Sub-Consultants – Appendix F - Items 5.10.1	
X	References – Appendix G- Item 5.10.1	
X	Construction Procedures Recompact Liner – Appendix H- Item 5.10.1	
X	Representation, Warranty and Acknowledgement of Asbestos Training – Appendix I– Item 5.10.1	
X	Proof of Insurance(s) - Item 5.5.3	
X	WSIB Clearance Certificate – Item 5.6	
X	Agreement to Bond - Item 5.7.1	
X	Current CAD-7 Calculation Safety Record from WSIB; and copy of Company Health and Safety Policy – Item 5.10.3.	

**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-05-15, 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 **Peterborough County/City Waste Management Facility Construction of Cell 3, Gas System for Cell 2 and Expansion of Public Drop-off Area**.

**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 \_\_\_\_\_ 2015.

\_\_\_\_\_  
Firm or Organization Name

\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone and Fax Number

\_\_\_\_\_  
Email

**Appendix C - Pricing**

**Part 1 - Summary Sheet**

<b>Section</b>	<b>Description</b>	<b>Price – excl HST</b>
A	General Requirements	\$
B	Phase 1 - Cell 2 Landfill Gas Collection System	\$
C	Phase 2 - Site and Road Works	\$
D	Phase 2 - Leachate Collection System, Soil Liner and Geotextiles	\$
E	Phase 2 - Public Drop-Off Expansion	\$
F	Provisional Items	\$
<b>G*</b>	<b>Total Contract Price Excluding HST - based on estimated quantities</b>	<b>\$</b>
H.	13% HST	\$
<b>I.</b>	<b>Total Contract Price – including HST</b>	<b>\$</b>

**\* To be read at Tender Opening**



**Appendix C – cont’d**

**Part 2 – Details – Sections A to F**

The following prices shall apply for the Works:

<b>Section A – General Requirements</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
A.1	Performance, Labour and Material Bonds, Construction Permits	L.S.	1	\$	\$
A.2	Insurance	L.S.	1	\$	\$
A.3	Phase 1 Mobilization and demobilization including all equipment, materials, conveniences and other temporary facilities	L.S.	1	\$	\$
A.4	Phase 2 Mobilization and demobilization including all equipment, materials, conveniences and other temporary facilities	L.S.	1	\$	\$
A.5	Construction Layout and Record Drawings	L.S.	1	\$	\$
<b>Total – Section A</b>					<b>\$</b>

**Appendix C – cont'd**

<b>Section B – Phase 1 - Cell 2 Landfill Gas Collection System</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
4	B.1	Provide and install complete H.D.P.E. pipe with capped ends for Landfill Gas Collection System including trench excavation, 19mm dia. clear stone bedding and backfill			\$	\$
4	a)	200 mm dia. perforated H.D.P.E. pipe DR11 in Cell 2	m	625	\$	\$
4	b)	200 mm dia. solid H.D.P.E. pipe DR11 including P-Trap, connection to and works inside of MHL1	m	5	\$	\$
4	c)	200 mm dia. solid H.D.P.E. pipe DR11 including connection to and works inside of MHL2	m	2	\$	\$
4	d)	200 mm dia. solid H.D.P.E. pipe DR11 including connection to and works inside of MHL5	m	16	\$	\$

**Appendix C – cont’d**

<b>Section B – Phase 1 - Cell 2 Landfill Gas Collection System – cont’d</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
4	e)	200 mm dia. solid H.D.P.E. pipe DR11 including connection to and works inside of MHL6	m	16	\$	\$
4	f)	200 mm dia. solid H.D.P.E. pipe DR11 for connection to existing gas utilization plant including seepage collar	m	60	\$	\$
4	B.2	Provide and install 3500mm x 3500mm precast concrete valve chamber VC1 to grade shown on drawings, complete including all pipe, connections, valve, valve stem, and all other appurtenances	L.S	1	\$	\$
4	B.3	Place refuse for cover	m <sup>3</sup>	750	\$	\$
<b>Total Section B</b>						<b>\$</b>

**Appendix C – cont’d**

<b>Section C – Phase 2 – Site and Road Works</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
3	C.1(a)	Clear and grub in Cell 3, north buffer, roads, and ditches (Approximate area = 4.25ha).	L.S	1	\$	\$
3	C.1(b)	Strip, load ,haul, stockpile topsoil in Cell 3, north buffer, roads, and ditches for placement on north screening berm or ditches Assume 300 mm thick topsoil (Approximate area = 4.25ha).	m <sup>3</sup>	9,600	\$	\$
3	C.2	Relocate existing stockpiles in Cell 3 and adjacent area	m <sup>3</sup>	10,000	\$	\$
3	C.3	Excavate Cell 3 to bottom of liner elevation	m <sup>3</sup>	230,000	\$	\$
3	C.3(a)	Over excavate liner to remove unsuitable areas and fill using liner quality material	m <sup>2</sup>	100	\$	\$
3	C.4(a)	Construct North screening berm	m <sup>3</sup>	48,000	\$	\$
3	C.4(b)	Place topsoil 150 mm thick on completed north screening berm	m <sup>2</sup>	12,500	\$	\$

**Appendix C – cont'd**

<b>Section C – Phase 2 – Site and Road Works – cont'd</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
3	C.4(c)	Stockpile excess excavated soil on Cell 2 (top of waste) or where directed by Engineer in N.F.A.	m <sup>3</sup>	182,000	\$	\$
3	C.5 (a)	Construct swale north of Cell 3 from existing ditch to west limit Cell 3 and grade and place 50 mm topsoil.	m	95	\$	\$
3	C.5 (b)	Construct swale north of north access road and grade and place 50 mm topsoil.	m	176	\$	\$
3	C.5 (c)	Construct swale south of Cell 3 from existing ditch to west limit Cell 3 and grade and place 50 mm topsoil.	m	131	\$	\$
3	C.5 (d)	Construct swale south of south access road and grade and place 50 mm topsoil.	m	106	\$	\$
3	C.5 (e)	Construct swale west of Cell 3 from north and south ditches and grade and place 50 mm topsoil.	m	302	\$	\$

**Appendix C – cont’d**

<b>Section C – Phase 2 – Site and Road Works – cont’d</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
8	C.5(f)	Supply and install 450 mm diameter CSP culvert at south entrance to Cell 3 including excavation, bedding, disposal of excess material, rip rap c/w geotextile LP 10 per OPSD 810.010 on inlet and outlet and reinstate road as needed.	m	30	\$	\$
8	C.5(g)	Supply and install 450 mm diameter CSP culvert including excavation, bedding, disposal of excess material, rip rap c/w geotextile LP 10 per OPSD 810.010 on inlet and outlet and reinstate road as needed.	m	30	\$	\$
8	C.6	Granular access roads at north and south ends of Cell 3 including one new site entrances.			\$	\$
8	a)	Grading to sub-base elevations (cut/fill)	L.S	1	\$	\$

**Appendix C – cont’d**

<b>Section C – Phase 2 – Site and Road Works – cont’d</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
8	b)	Granular A (150 mm thickness)	tonnes	650	\$	\$
3	c)	Granular B (300 mm thickness)	tonnes	1,300	\$	\$
3	d)	Geotextile LP200 (woven)	m <sup>2</sup>	1,700	\$	\$
9	C.7	Hydro Seed north screening berm and swales	m <sup>2</sup>	16,000	\$	\$
3	C.8	Install litter fence include posts, mesh, fasteners. Posts and mesh provided by Owner, fasteners provided by contractor.	m	110	\$	\$
3	C.9(a)	Provide snow fence around existing wells	each	10	\$	\$
3	C.9(b)	Supply and install silt fence	m	160	\$	\$
3	C.9(c)	Supply and install straw bales	each	10	\$	\$
8	C.10	Construct waste disposal access road into Cell 3			\$	\$
8	C.10 (a)	Supply, place and compact fill from Cell 3 excavation to sub-base elevations	L.S.	1	\$	\$
8	C.10 (b)	Supply and place Granular B	tonnes	1,300	\$	\$

**Appendix C – cont’d**

<b>Section C – Phase 2 – Site and Road Works – cont’d</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
8	C.10 (c)	Supply and place Granular A	tonnes	650	\$	\$
	C.11	Dewatering for entire contract	L.S	1	\$	\$
<b>Total Section C</b>						<b>\$</b>

<b>Section D – Phase 2 – Liner and Leachate Collection System</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
5	D.1	Provide complete either 200 mm dia. H.D.P.E. Pipe DR11 or 8" H.D.P.E. (IPS) perforated pipe DR 11	m	1,022	\$	\$
5	D.2	Provide and install complete either 200 mm Ø H.D.P.E. or 8" H.D.P.E. (IPS) upper leachate collection pipe DR 13.5 and stainless steel well screen in MHL3	m	4	\$	\$
5	D.3	Provide and install complete solid 200 mm Ø H.D.P.E. or 8" H.D.P.E. (IPS) pipe DR 13.5			\$	\$



**Appendix C – cont’d**

<b>Section D – Phase 2 – Liner and Leachate Collection System</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
5	D.3 (a)	from MHL3 to Cell 3 cap for future connection to Cell 4	m	88	\$	\$
5	D.3 (b)	From MHL3 to existing pipe in Cell 2. Includes all work required to remove existing cap and make connection to existing pipe.	m	25	\$	\$
6	D.4(a)	Place, process and compact process suitable on site till for cell liner bottom and perimeter dyke (min 0.5 m thick)	m <sup>2</sup>	24,000	\$	\$
6	D.4(b)	Process, place and compact suitable on site till for recompacted side slope liner, 1 m thick	m <sup>2</sup>	8,000	\$	\$
6	D.4(c)	Supply and apply water for compaction of all liner	m <sup>3</sup>	1,000	\$	\$

**Appendix C – cont'd**

<b>Section D – Phase 2 – Liner and Leachate Collection System</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
5	D.5(a)	Provide and install 3000 mm Ø precast concrete leachate manhole MHL3 to grade shown on drawings, complete including all pipe, connections, valve, valve stem, and all other items shown on drawings	L.S	1	\$	\$
5	D.5(b)	Provide 2400 mm Ø precast concrete leachate manhole MHL7 to grade shown on drawings, complete including all pipe, pipe connections, and all other items shown on drawings	L.S	1	\$	\$
5	D.6	Provide, place and fine grade 50 mm clear stone drainage layer complete	tonnes	34,560	\$	\$
7	D.6(a)	Provide Geotextile Type 1 in locations shown on drawings for Cell 3. Includes geotextile in anchor trench.	m <sup>2</sup>	32,000	\$	\$

**Appendix C – cont’d**

<b>Section D – Phase 2 – Liner and Leachate Collection System</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
7	D.6 (b)	Geotextile Type 2 (includes an allowance for geotextile below recompacted liner if required).	m <sup>2</sup>	32,000	\$	\$
5	D.7	Provide and install complete leachate monitoring pipe and associated delineation post as shown on the drawings.	L.S.	1	\$	\$
6	D.8	Repair recompacted liner test areas where Shelby Tubes installed	each	6	\$	\$
<b>Total Section D</b>						<b>\$</b>

<b>Section E – Phase 2 - Public Drop Off Expansion</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
10	E.1	Sawcut and remove existing asphalt	m <sup>2</sup>	1,600	\$	\$
10	E.2	Sawcut and remove existing retaining wall (2m)	L.S	1	\$	\$
10	E.3	Remove existing 450mm dia. CSP culvert	L.S	1	\$	\$

**Appendix C – cont’d**

<b>Section E – Phase 2 - Public Drop Off Expansion</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
10	E.4	Earthwork to subgrade elevations (Approx. 550m <sup>3</sup> cut)	L.S	1	\$	\$
10	E.5	Provide and install reinforced concrete pad and retaining wall with steel guardrails to grade shown on drawings	L.S	1	\$	\$
10	E.6	Paving to match existing			\$	\$
10	a)	450mm thick granular “B”	tonne	2,100	\$	\$
10	b)	150mm thick granular “A”	tonne	700	\$	\$
10	c)	60mm HL8 asphalt	tonne	300	\$	\$
10	d)	40mm HL3 asphalt	tonne	200	\$	\$
10	E.7	150mm dia. perforated H.D.P.E. subdrain with sock including trench excavation, 38mm dia. clear stone bedding, 8oz nonwoven geotextile, subdrain outlet and backfill	m	65	\$	\$

**Appendix C – cont’d**

<b>Section E – Phase 2 - Public Drop Off Expansion</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
10	a)	Rip rap around subdrain outlet (1m x 1m)	L.S	1	\$	\$
10	E.8	Provide and install 450mm dia. CSP culvert with granular “A” cover	L.S	1	\$	\$
10	E.9	Swale north of concrete pads and retaining wall	m	25	\$	\$
10	E.10	Restoration and seeding	LS	1	\$	\$
10	E.11	Provide 2400mm x 200mm x 150mm precast concrete curb	each	5	\$	\$
10	E.12	Provide and install 500mm dia. armour stone with 8oz nonwoven geotextile	LS	1	\$	\$
10	E.13	Line painting	LS	1	\$	\$
<b>Total Section E</b>						<b>\$</b>

**Appendix C – cont’d**

<b>Section F – Provisional Items</b>						
<b>Section</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Approximate Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
	F.1**	Depressurization of aquifer if required.	Allow			\$100,000
	F.2	Geotextile LP 200 or approved equal	m <sup>2</sup>	200	\$	\$
	F.3	Exploratory test pits	each	10	\$	\$
	F.4	Rock Excavation	m <sup>3</sup>	100	\$	\$
	F.5	Supply, place and compact 50 mm minus crusher run	tonne	200	\$	\$
	F.6	Supply, place and compact Granular “B”	tonne	200	\$	\$
	F.7	Supply, place and compact Granular “A”	tonne	200	\$	\$
	F.8	Contingency Allowance	Allow.			\$100,000
	F.9	Hauling excavated material to south fill area	m <sup>3</sup>	100	\$	\$
<b>Total Section F</b>						<b>\$</b>

\*\* The Geotechnical Engineer will determine whether aquifer depressurization is required in order to maintain the stability of the base of the excavation during construction. This will be completed prior to commencement of construction and during construction based on actual potentiometric groundwater levels measured in the underlying aquifer.

**Appendix C – cont'd**

In the event depressurization is required the Contractor shall work with the Geotechnical Engineer to determine details of the depressurization system required. If required, a depressurization subcontractor shall be retained by the Owner and paid for under this Contract under this Item. The Owner's sub-contractor shall construct, operate, monitor and maintain the depressurization system during construction and until such time that the system must remain operational to maintain stability of the base of the excavation.

The depressurization sub-contractor's cost shall be divided into (a) initial costs to install depressurization wells and associated materials and (b) monthly costs to operate the depressurization system including pumps, pipe, hoses, monitoring and all other costs associated with continued operation of the depressurization system.

The depressurization system shall continue to operate until directed otherwise by the Geotechnical Engineer or Owner's hydrogeologist. The Contractor will cooperate with the Engineer, the depressurization sub-contractor and the Owner.

The depressurization sub-contractor shall provide invoices related to the depressurization system to the Contractor on a monthly basis for inclusion in the Contractor's monthly payment certificate. The Contractor shall be allowed a mark-up not to exceed 5% of the depressurization Contractor's invoice. The Contractor shall pay the depressurization Contractor's invoice within 7 days of receiving payment from the Owner.

\*\*\* Contingency Allowance shall not be used for any purpose unless specifically directed in writing by the Engineer or Owner.

**Appendix D - Schedule of Additional Unit Prices**

The Contractor agrees to accept payment at the following Additional Unit Prices for work done and materials supplied if and when directed by the Engineer. The Unit Prices shall include all fees, taxes, excluding HST, profit, overhead, and similar items.

Item	Description	Unit	Unit Price
1.	Superintendent	Hour	\$
		Day	\$
		Week	\$
		Month	\$
2.	Foreman, including pick-up truck	Hour	\$
		Day	\$
		Week	\$
		Month	\$
3.	Operator	Hour	\$
		Day	\$
		Week	\$
		Month	\$
4.	Labourer	Hour	\$
		Day	\$
		Week	\$
		Month	\$
5.	Surveyor	Hour	\$
		Day	\$
		Week	\$
		Month	\$



**Appendix D – cont’d**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
6.	Other – please describe	Hour	\$
		Day	\$
		Week	\$
		Month	\$
7.	Other – please describe	Hour	\$
		Day	\$
		Week	\$
		Month	\$
8.	Other – please describe	Hour	\$
		Day	\$
		Week	\$
		Month	\$

The prices submitted in this Schedule of Additional Unit Prices do not affect the Contract Price for the works. The Engineer will review prices. The Engineer reserves the right to delete any price from the Schedule of additional Unit Prices that in the opinion of the Engineer is unbalanced or excessive; in such case work done under the item deleted will be negotiated in accordance with the General Conditions.

**Appendix E – Schedule of Equipment Rental Rates**

The Bidder is to complete and submit.

The following Contractor-owned and Contractor-rented equipment and the associated rental rates are proposed for the works. Equipment listed that is not Contractor-owned shall be clearly identified. The Equipment Rental Rates shall be all inclusive rates, which include Operators, where applicable, servicing, fuels, lubricants, maintenance, repairs and all other services, fees, taxes, excluding HST, overhead, profit, and similar items. Rates shall exclude decontaminating the equipment and mobilization/demobilization charges.

The rates submitted in this Schedule of Equipment Rental rates do not affect the Contract price for the Works. The rates will be reviewed by the Engineer. The Engineer reserves the right to delete any rate from the Schedule of Equipment Rental rates that, in the opinion of the Engineer, is unbalanced or excessive; in such case the rate under the item deleted will be calculated as specified in the General Conditions.

Item No.	Description- Model, Capacity Attachments, Gas/Diesel Powered, Ownership and Present Location	Number of Units Proposed	Unit	Rental Rate Per Unit Fully Maintained and Serviced, Including Operator
1.			Hour	\$
			Day	\$
			Week	\$
			Month	\$
2.			Hour	\$
			Day	\$
			Week	\$
			Month	\$
3.			Hour	\$
			Day	\$
			Week	\$
			Month	\$

**Appendix E – cont’d**

Item No.	Description- Model, Capacity Attachments, Gas/Diesel Powered, Ownership and Present Location	Number of Units Proposed	Unit	Rental Rate Per Unit Fully Maintained and Serviced, Including Operator
4.			Hour	\$
			Day	\$
			Week	\$
			Month	\$
5.			Hour	\$
			Day	\$
			Week	\$
			Month	\$
6.			Hour	\$
			Day	\$
			Week	\$
			Month	\$
7.			Hour	\$
			Day	\$
			Week	\$
			Month	\$
8.			Hour	\$
			Day	\$
			Week	\$
			Month	\$

**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 - 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".

<b>Contact</b>	<b>Details</b>
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 G- References**

Please list a **minimum of three references** where your company has provided similar goods or services **within the last five 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:
4.		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 H - Construction Procedures for the Recompacted Liner**

See Section 6 in Attachment 5

Equipment	No.	Type
Excavators		
Compactor		
Discs		
Water Truck(s)		
Dozer		
Proposed Operation:		
Work Area:		
Excavation Procedure:		
Compaction Procedure:		

**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 I - 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-05-15 for Peterborough County/City Waste Management Facility – Construction of North Fill Area Cell 3, Gas Collection System and Public Drop-off Area Expansion.**

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