

NOTICE

The City of Ottawa is seeking to learn more about the diversity of its suppliers and encourages all bidders who are owned by a member(s) of a diverse group to explore becoming certified as a diverse-owned vendor as defined by one of the following organizations:

Women Business Enterprises Canada (<https://wbcanada.ca/>)

Canadian Aboriginal and Minority Supplier Council (<https://camsc.ca/>)

Canadian Gay and Lesbian Chamber of Commerce (<https://www.cglcc.ca/>)

Inclusive Workplace Supply Council of Canada (<https://iwscc.ca/>)

Canadian Council for Aboriginal Business (<https://www.ccab.com/>)

Certification will not impact the result of this solicitation.

RFT No. 36522-91371-T01

Lemieux Island Asphalt Phase 1 Project

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Part A – Instructions to Bidders

PART A – INSTRUCTIONS TO BIDDERS

1. Requirement

To provide all labour, equipment and material for the Lemieux Island Asphalt Phase 1 Project, (the “Work”).

2. Tender Closing Date

All tender submissions must be received no later than **3:00 P.M.** local time on the date outlined in Article 10 – Schedule of Events. **Late tender submissions will not be accepted.** Tenders submitted physically, by email, or by facsimile will not be accepted.

Unofficial bid results shall be published by MERX as soon as possible after that time.

Bidders should note that the pricing information published by MERX is unofficial and preliminary in nature, only, and should not be construed as an indication of which bidder is being awarded the contract. All documentation is subject to review for mathematical accuracies, compliance with the specifications and compliance with the terms and conditions of the contract, the completion of which will ultimately determine the successful bidder

3. Site Meeting

Bidders are strongly encouraged to attend a site meeting which will be held at 1 Onigam Street ON. Refer to Article 11 – Schedule of Events, for date and time. Please email Julie-Ann Williams at Julie-Ann.Williams@ottawa.ca 48 hours prior to the site visit date with the names and email addresses of the individuals who wishes to attend the site meeting.

4. Due Diligence

The City, in its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of a Bidder’s submission. The City may seek clarification of any of the elements contained in the submission and seek the information as outlined in Article 13 – Qualifications and Experience. Bidders are expected to cooperate in providing clarification on any of the components of their submission.

Part A – Instructions to Bidders

Submissions that fail to satisfy the due diligence phase will not be given any further consideration.

Bidders may be required to provide supplemental information concerning their submissions if requested by the Owner. Generally, such information should be provided within twenty-four (24) hours of the City's request.

5. Basis of Award

The City intends to award a Contract to the lowest responsive Bidder based on the Total Tender Price (HST excluded), minus any prompt payment discount offered.

6. Contract Documents

The following Contract Documents form part of this Request for Tender ("RFT") and will be incorporated by reference into any resulting Contract. Should there be a discrepancy between the wording of one document and the wording of any other documents, the wording of the document that appears first on the list shall prevail:

Part A – Instructions to Bidders

Part B – Special Provisions

Part C – Supplementary General Conditions

Part D – General Terms and Conditions

Part E – General Instructions

Part F – Specifications

Part G – List of Drawings

Part H – Form of Tender

7. Submission of Tenders

Bidders must:

- (a) download this document, complete the required fields in the Form of Tender found in Part H, and attach it to their electronic Bid.

Part A – Instructions to Bidders

Bidders are to use the following naming conventions when submitting their electronic bid documents:

For Part H – Form of Tender:

36522-91371-T01 FOT CompanyName

e.g. 36522-91371-T01 FOT ABCCompany

- (b) ensure Electronic Bids submitted are complete; without the Form of Tender found in Part H and associated Price Schedule(s), the bid will not be accepted and will be deemed non-compliant. Bids must be signed by an authorized official of the Bidder. Should there be a discrepancy between the wording contained in this RFT and any issued Addenda and the wording contained in the MERX online system, the wording contained in this RFT and issued Addenda shall prevail. Should there be a discrepancy between the information provided by the Bidder in the RFT and in the electronic fields in the MERX online system, the information provided by the Bidder in the RFT shall prevail;
- (c) ensure that all sections of the Form of Tender including the associated Price Schedule(s) are fully and accurately completed. Bids which omit unit costs in a Price Schedule may be deemed non-compliant and removed from further consideration. Under no circumstances will a Bidder be permitted to revise its Bid after the Tender Closing Date;
- (d) ensure Bids are legible. Any form of erasure, strikeout or overwriting must be initialled by the Bidder's authorized signing officer; and
- (e) ensure that any supplementary information and literature, either as requested by the City or as deemed by a Bidder to be relevant to their Bid, should be included in a Bid submission. However, should such additional information in any way qualify or restrict the Bid, it may result in the Bid being deemed non-compliant and rejected.



Request For Tender For Construction Services

Lemieux Island Asphalt Phase 1 Project

RFT No. 36522-91371-T01

Part A – Instructions to Bidders

8. Contracting Authority

For further information regarding this RFT, please contact:

City of Ottawa
Supply Services
100 Constellation Drive
4th Floor, West Tower
Ottawa, Ontario
K2G 6J8
Attention: Julie-Ann Williams
Email: Julie-Ann.Williams@ottawa.ca

9. Inquiries

All inquiries regarding this RFT are to be directed to the Contracting Authority specified herein. Inquiries must be received in writing via MERX no later than the date specified in Article 11 – Schedule of Events. Should the MERX system not accept the inquiry, it is bidders' responsibility to contact the Contracting Authority by email. Both the questions and answers will be distributed to all potential bidders by way of written addendum, published in MERX, without identifying the source(s) of the inquiry. The City is not obligated to respond to an inquiry or question received after this time period has elapsed. The bidder shall not be entitled to rely on any response or interpretation received from the City unless that response or interpretation is provided by the Contracting Authority by way of addendum.

10. Accuracy of Request for Tender and Receipt of Addenda

This RFT is available from the **MERX Distribution Unit** at www.merx.com. MERX is the official and sole distributor of this RFT and any issued Addenda. The MERX online system is also the official and sole bid submission platform. If a Bidder obtains this RFT by any means other than through MERX, ensuring the accuracy of the RFT and the receipt of any Addenda is the sole responsibility of the Bidder. It is the responsibility of the Bidder to regularly check www.merx.com for any Addenda that may be issued prior to the Tender Closing Date. Addenda issued by the City prior to the Tender Closing Date form part of

Part A – Instructions to Bidders

this RFT and must be acknowledged by Bidders in the space provided in Part H – Form of Tender. Failure to acknowledge all issued addenda may result in the Bid being deemed non-compliant and rejected.

The City relies on MERX's electronic advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.

11. Schedule of Events

The following dates could be subject to change at the City's sole discretion.

Event	Date and Local Time
RFT release date	Monday, 20 June 2022
Site Visit	Thursday, 23 June 2022 – 9:00am
Deadline to submit questions to RFT	Tuesday, 28 June 2022
RFT closing date	Wednesday, 06 July 2022 – 3:00pm

12. Bid Acceptance

Bids shall be irrevocable and shall remain open for acceptance by the City for a period of sixty (60) days after the Tender Closing Date (the "Bid Acceptance Period"). Notification of acceptance of a Bidder's tender will be confirmed contractually by the issuance of a purchase order to the lowest responsive Bidder. The successful Bidder shall thereafter be known as the Contractor.

13. Qualifications and Experience

- (a) The City reserves the right to request the Contractor to demonstrate satisfactory performance in the construction of works that are similar in magnitude and complexity to the project described herein.
- (b) If requested, the Contractor shall provide evidence of the mandatory experience indicated below within twenty-four (24) hours of the request. The Contractor shall

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Part A – Instructions to Bidders

satisfactorily prove that the mandatory requirements have been met. Failure to meet the mandatory requirements listed herein will result in the Bid being deemed non-responsive and will not be considered for Contract award.

- (c) The City reserves the right to request additional information from Bidders and shall be the sole judge as to whether a Bidder meets the requirements.
- (d) The following is to be completed and submitted upon request:

Experience of the Contractor

The Contractor must have successfully completed a minimum of three (3) projects of similar magnitude and complexity within the last five (5) years in the capacity of the General Contractor. Failure to meet the requirements will result in the Bid being deemed non-responsive and it will not be considered for Contract award.

Experience of the Contractor's Project Manager

The Contractor shall confirm the name and experience of the project manager who will have responsibility of the overall management of the project. The project manager must have the authority to enter into binding agreements on matters concerning this RFT on behalf of the Contractor. The project manager's experience shall demonstrate successful management of at least three (3) construction projects of similar magnitude and complexity. Failure to meet the experience requirements will result in the Bid being deemed non-responsive and it will not be considered for Contract award.

Experience of the Project Site Superintendent

The Contractor shall confirm the name and experience of the site superintendent to be supervising all operations and activities on site on a full-time basis. The site superintendent's experience shall demonstrate successful supervision of at least three (3) construction projects of similar magnitude and complexity, with proven experience in dealing with strict construction schedules and high public scrutiny. Failure to meet the experience requirements will result in the Bid being deemed non-responsive and it will not be considered for Contract award.

Subcontractors and Suppliers

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Part A – Instructions to Bidders

The Contractor shall confirm the name(s) and experience of the Subcontractors and suppliers to be used on the project. Subcontractors shall have proven experience in performing the scope of work they are required to complete under the Contract.

14. Reserved Rights

Notwithstanding anything to the contrary in this RFT and without limiting any rights the City may reserve elsewhere in this RFT or may otherwise have at law, in equity or otherwise, the City reserves the following rights, any or all of which the City may elect to exercise in appropriate circumstances at the City's reasonable and considered discretion:

- (a) The City may accept any Bid, whether it is the lowest or not, or may reject any or all Bids.

Without limiting the generality of subsection 13(a), the City may reject a Bid if any of the following circumstances is present:

- (i) the Bidder's privileges are suspended or are in the process of being suspended;
- (ii) the bidding privileges of any employee or subcontractor included as part of the Bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
- (iii) the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
- (iv) evidence, satisfactory to the City, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its Bid;
- (v) with respect to current or prior transactions with the City, the City has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its Bid; or

Part A – Instructions to Bidders

- (vi) with respect to current or prior transactions with the City, the City determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- (b) In assessing the Bidder's performance on other contracts pursuant to subsection 13(b)(vi), the City may consider, but is not limited to, such matters as:
- (i) the quality of workmanship in performing the Work;
 - (ii) the timeliness of completion of the Work;
 - (iii) the overall management of the Work and its effect on the level of effort demanded of the City and its representative; and
 - (iv) the completeness and effectiveness of the contractor's safety program in effect during the performance of the Work.
- (c) Without limiting the generality of subsections 13(a), (b) and (c), the City may reject any Bid based on an unfavourable assessment of the:
- adequacy of the Bid price to permit the Work to be carried out and, in the case of a Bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the Work to which that price applies;
 - Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform the Work competently; or
 - Bidder's performance on other contracts.
- (d) The City may waive informalities and minor irregularities in Bids received if the City determines that the variation of the Bid from the exact requirements set out in the Contract Documents can be corrected or waived without being prejudicial to other Bidders.

Part A – Instructions to Bidders

15. Preparation of Bid

Under no circumstances shall the City be responsible for any costs incurred by any Bidder related in any way to its Bid submission, including costs of preparation, negotiation and/or provision of any additional information respecting its Bid.

16. Collusion

Bidders shall not engage in collusion of any sort and shall prepare their Bids without any knowledge of, or comparisons with, the Bids of other Bidders.

17. Conflict of Interest

Bidders are required to disclose to the City any potential conflict of interest prior to submitting a Bid. If a conflict of interest does exist the City may, at its sole discretion, reject a Bid until the matter is resolved to the satisfaction of the City.

18. Municipal Freedom of Information and Protection of Privacy Act

The City is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) with respect to information under its custody and control. Accordingly, all information provided to the City in relation to this solicitation are subject to MFIPPA and may be available to the public notwithstanding a request to keep information confidential.

19. Tender Withdrawal or Modification

A Bidder may withdraw its Bid submission at any time prior to 3 p.m. on the Tender Closing Date via MERX. A Bidder wishing to alter or modify its Bid may do so by withdrawing its Bid and subsequently submitting a new Bid prior to 3 p.m. on the Tender Closing Date.

Part A – Instructions to Bidders

20. Procurement By-law - Bid Irregularities

This RFT shall be governed by the City of Ottawa Procurement By-law No. 50 of 2000. Bid irregularities will be dealt with in accordance with Schedule “A” of the Procurement By-Law. The Procurement By-law can be accessed at:

<http://ottawa.ca/en/business/procurement#procurement-law>

21. Approximate Quantities

Where approximate or estimated quantities are indicated in this RFT, it is for the sole purpose of comparing Bid submissions. While these quantities have been carefully prepared in light of past experience and anticipated future requirements, the City is not bound to accept these quantities.

22. Approved Equivalents

- (a) Where specific materials, products, systems or brand names are identified in the Specifications and are followed by the words, “or approved equivalent”, it is for the purpose of establishing a base standard of acceptance.
- (b) Bidders wishing to submit a Bid based on the use of an equivalent material, product, system or brand name shall submit a written request for approval to the City no later than seven (7) calendar days prior to the Tender Closing Date. The City will not accept a request for approval after this time period has elapsed. Bidders shall ensure a request for approval of an equivalent includes a description of the proposed equivalent and a direct comparison between the properties of the materials, products, systems or brand names specified in the Specifications and the properties of the proposed equivalent.
- (c) In the event the City deems the information provided in accordance with 21(b) above to be inadequate, the request will be rejected at the City’s sole and absolute discretion.
- (d) The City’s approval of an equivalent material, product, system or brand name will be communicated to all Bidders by the issuance of an addendum.

Part A – Instructions to Bidders

23. Examinations of Documents and Site

- (a) Each Bidder, before submitting a Bid, shall carefully examine the Drawings and Specifications to properly understand the extent of the Work and shall visit and examine the site to fully inform itself of all existing conditions, limitations and difficulties which may arise and include in its Bid submission the cost of all labour, materials, equipment and services required to complete the Work.
- (b) In the event of any discrepancy between one Drawing and another, the larger scale Drawing shall apply.
- (c) The sequence and numbering of the Drawings and the organization of the Specifications into divisions and sections are established for convenient ordering of information. It must not be assumed that such ordering of information is intended to define or limit the scope or extent of the Work of any particular Subcontractor or supplier. The Drawings and Specifications as a whole must be fully read in detail to determine the extent of any portion of the Work. It is the responsibility of the Bidder to coordinate Subcontractor and supplier prices such that the Total Tender Price is all-inclusive as specified herein.

24. Follow-On Contracts

The City reserves the right to award subsequent work of similar scope to the successful Contractor and fees for any follow-on contracts shall be based on the same unit rates proposed under the original RFT.

25. No Lobbying

Bidders, any members of the Bidder's team or advisors must not engage in any form of political or other lobbying whatsoever with respect to this RFT or seek to influence the outcome of the RFT process. In the event of any such lobbying, the City may at any time and at its sole discretion, disqualify and/or reject any Bid without further consideration. All correspondence or communication by Bidders must be directed to the Contracting Authority.

Part B – Special Provisions

PART B – SPECIAL PROVISIONS

1. Bid Deposit

- a) A bid deposit of ten percent (10%) of the Contract Price, in the form of an electronic bid bond, is required with this RFT. The electronic bid bond must meet the requirements set out in (b) below. The Bidder agrees that should the Bid be withdrawn within the stated Bid Acceptance Period, the Bid deposit may be forfeited to the City. No interest shall be payable on any bid deposit.
- b) Bid bond requirements: Electronic bid bonds shall be issued by an established surety company satisfactory to the City and be irrevocable for the entire Bid Acceptance Period and thereafter, if the Bid is accepted, until such time as the performance security has been provided. Electronic bid bonds must meet all of the following criteria:
 - (i) The bid bond submitted by the bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content (project name, bond number, Tenderer's name, total Tender price, Tender closing date and Tender number); all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company;
 - (ii) The bid bond must be viewable, printable and storable in standard electronic file formats compatible with the City's requirements, and in a single file. Allowable formats include PDF. Hard copy original, fax and scanned PDF are not acceptable;
 - (iii) The bid bond must be capable of verification by the City immediately upon submission and at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees. An electronic bid bond which fails the verification process will be considered non-compliant and the Tender will be rejected. An electronic bid bond which passes the City's verification process will be treated as original and authentic; and
 - (iv) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding item (i) above.

Part B – Special Provisions

2. Performance Security

OPTION A: For contracts valued at less than \$500,000.00

- (a) Performance security will be required from the successful Bidder prior to the execution of a Contract or the issuance of a purchase order. Such performance security will be a Performance and a Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Contract Price from a surety company in a form that is acceptable to the City. The performance security will be retained until completion of the Contract to the satisfaction of the City. The performance security amount may be reduced at various stages of the project, at the discretion of the City.
- (b) Failure of a Bidder to provide performance security within seven (7) Days of being requested to do so may result in the rejection of the Bid, at the sole and absolute discretion of the City.

OPTION B: For contracts valued at or greater than \$500,000.00

- (a) Performance security will be required from the successful Bidder prior to the execution of a Contract or the issuance of a purchase order. The performance security must comply with s. 85.1 of the *Construction Act*, R.S.O. 1990 c.30. For greater certainty and without limiting the application of s. 85.1, the Bidder shall provide to the City a labour and material payment bond in the form prescribed by the Construction Act that complies with s. 85.1(4) of the Act and a performance bond in the form prescribed by the Construction Act that complies with s. 85.1(5) of the Act. The performance security will be retained until completion of the Contract to the satisfaction of the City. The performance security amount may be reduced at various stages of the project, at the discretion of the City.
- (b) Failure of a Bidder to provide performance security within seven (7) Days of being requested to do so may result in the rejection of the Bid, at the sole and absolute discretion of the City.

Part B – Special Provisions

3. Insurance

The Contractor shall provide and maintain, at its sole expense, during the term of the Contract, the following policies of insurance:

- a) **Commercial General Liability** insurance issued on an occurrence basis for an amount of not less than **\$5,000,000** per occurrence for all sums which the Contractor shall become obligated to pay by reason of liability imposed by law upon the Contractor for damages arising out of or in connection with all operations of the Contractor, its agents, officers, employees or other persons for whom the Contractor is legally responsible relating to their obligations with the project. Such insurance shall include, but is not limited to, bodily injury, death and property damage including loss of use; premises, property and operations liability; products and broad form completed operations liability; blanket contractual liability; cross liability; severability of interest clause; contingent employers liability; personal injury liability; owner's and contractor's protective coverage; non-owned automobile liability; broad form property damage; occurrence property damage; employees as additional Insured & medical payments.

Such insurance shall be in the name of the Contractor and shall name the **City of Ottawa & Fishburn Sheridan & Associates Ltd.** its elected officials, agents, officers and employees as additional Insureds with respect to the Contract. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available and shall contain a waiver of subrogation in favour of the City of Ottawa. The deductible shall not exceed \$5,000 and shall be the sole responsibility of the Contractor.

- b) **Commercial General Liability** insurance issued on an occurrence basis for an amount of not less than **\$5,000,000** per occurrence **shall be maintained by all parties to the construction project.** Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; blanket contractual liability; premises, property and operations; non-owned automobile; broad form property damage; owners and contractors protective; occurrence property damage; products; broad form completed operations; employees as additional insured(s); contingent employers liability; cross liability and severability of interest clause.

Part B – Special Provisions

- (d) **Broad Form Contractors' Equipment** insurance coverage for construction machinery and equipment used by the Contractor for the performance of the Work, unless contractor is self-insured in this regard.
- (e) **Installation Floater** Insurance covering materials (including labour) and supplies being intended for installation in connection with the work while such materials and supplies are in transit and during the work.
- (f) The Contractor shall ensure its professional consultants, architects, landscape architects, planners and engineers **providing a professional service in connection with the Contract** provide and maintain **Professional Liability** insurance to limits of not less than **\$1,000,000** for each claim. Such insurance shall provide coverage for all errors and omissions made by the professional, its partners, officers, directors and employees. If such coverage is written on a claims made basis, the insurance policy shall be maintained for a period of two (2) years subsequent to conclusion of services provided under the Contract or contain a 24 month extended reporting period.
- (g) **Automobile Liability** insurance with respect to owned or leased licensed vehicles used directly or indirectly in the performance of the Work covering liability for bodily injury, death and property damage including loss of use with a limit of not less than **\$5,000,000** inclusive for each and every loss.

All the above insurance policies shall contain an endorsement to provide the City of Ottawa with thirty (30) Days prior written notice of cancellation.

Evidence of insurance satisfactory to the City shall be provided upon the anniversary date(s) of all applicable insurance policies described herein.

Failure of a Bidder to provide its Insurance within seven (7) Days of being requested to do so may result in the rejection of the Bid, at the sole and absolute discretion of the City.

Part B – Special Provisions

4. Contractor Health and Safety

- (a) The successful Bidder must provide a current copy of its Workplace Injury Summary Report (“WISR”) as provided by the Ontario Workplace Safety and Insurance Board.
- (b) The City will review the WISR and assess the overall health and safety rating of the Bidder. Bidders whose rating indicates an increased risk to the City will be required to provide further information regarding the Bidder’s health and safety programs and practices currently in place.
- (c) Failure of a Bidder to provide WISR within seven (7) Days of being requested to do so may result in the rejection of the Bid, at the sole and absolute discretion of the City.

5. Permits

- (a) The Contractor is responsible for all utility clearances, permits and inspections applicable to the performance of the work at no cost to the City.

6. Warranty

- (a) The Contractor represents and warrants that the Work will be of a proper quality, free from any defect in material and workmanship, and shall be in full conformity with all other requirements of the Contract.
- (b) Notwithstanding prior acceptance of the Work and without restricting any other term of the Contract or any conditions, warranty or provision implied or imposed by law, the Contractor shall replace or repair at its option and its own expense any Work which becomes defective or which fails to conform to the Contract requirements as a result of faulty or inefficient manufacture, material or workmanship. The warranty period shall commence on the date of Completion of the Work. Unless otherwise stipulated in the Contract, the warranty period will be one (1) year or the length of the Contractor’s or manufacturer’s standard warranty period, whichever is longer.

7. SAP Ariba

- (a) In 2020, the City of Ottawa began utilizing SAP Ariba for the processing of requisitions, purchase orders and invoicing in order to streamline our procurement

Part B – Special Provisions

and accounts payable processes. SAP Ariba provides many benefits to the City and its suppliers including real-time purchase order delivery, use of online catalogs and invoice automation.

- (b) Suppliers transacting on the SAP Ariba network may be subject to additional fees. To learn more, please visit [SAP Ariba Subscriptions and Pricing](#).
- (c) The City reserves the right to transition the contract resulting from this solicitation to the new SAP Ariba system at any time which will streamline the submission of invoices and receipt of purchase orders. By submitting a bid, the Contractor hereby agrees to transition the contract to the new SAP Ariba system should the City elect to do so.

Part C – Supplementary General Conditions

PART C – SUPPLEMENTARY GENERAL CONDITIONS**1. Definitions**

Throughout this RFT, unless inconsistent with the subject matter or context,

“Addenda” or “Addendum” means a document containing additional information or changes to the RFT issued by the City prior to the Tender Closing Date;

“Bid” means an offer submitted in the MERX online system by a Bidder in response to this RFT, which includes all of the documentation necessary to satisfy the submission requirements of the RFT and “Bids” shall have a corresponding meaning;

“Bidder” means a legal entity, being a person, partnership or corporation that submits a Bid in response to this RFT and “Bidders” shall have a corresponding meaning;

“Change Order” means a written amendment to the Contract signed by the City, or the Consultant where so authorized, and the Contractor covering contingencies and/or changes to the Work and establishing the basis of payment and the time allowed for the adjustment of the Completion Date, if any.

“City” means the City of Ottawa;

“Completion” is defined in section 14 of this Part “C” – Supplementary General Conditions;

“Consultant” means the contract administrator representing the City on matters related to or arising from the Work. Directions or instructions issued by the Consultant are to be considered as directives issued by the City;

“Contract” means the legally binding agreement between the successful Bidder and the City with respect to the Work contemplated in this RFT, and shall be deemed to include all terms and conditions set out in the Contract Documents;

“Contract Documents” means the documents listed in section 5 of Part “A” – Instructions to Bidders;

Part C – Supplementary General Conditions

“Contractor” means the successful Bidder of this RFT with whom the City enters into a Contract to perform the Work;

“Contract Price” means the Total Tender Price which the City has agreed to pay to the Contractor for the Work specified in the Contract Documents. The Contract Price shall not exceed the amount specified in the purchase order;

“Days” means business days, unless otherwise noted;

“Drawings” means contract plans which are any drawings or plans, geotechnical reports, subsurface reports and any other reports and information provided by the City for the Work and, without limiting the generality of the foregoing, may include soil profiles, foundation investigation reports, reinforcing steel schedules, aggregate source lists, quantity sheets, cross-sections and standard drawings;

“Final Acceptance” is defined in section 15 of this Part “C” – Supplementary General Conditions;

“Payment Certifier” means the City of Ottawa;

“Project Manager” means the main contact person at the City for all matters relating to the Work;

“Subcontractor” means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor;

“Substantial Performance” is defined in section 13 of this Part “C” – Supplementary General Conditions;

“Work” means all labour, materials, products, articles, equipment, fixtures, services, supplies and acts required to be furnished or performed by the Contractor as set out in this RFT.

2. Consultant’s Authority

- (a) The Consultant will be the City’s representative during construction until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate, whichever is later. All instructions to the Contractor, including

Part C – Supplementary General Conditions

instructions from the City, will be issued by the Consultant. The Consultant will have the authority to act on behalf of the City only to the extent provided in the Contract Documents.

- (b) All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents shall be referred to the Consultant in writing by the Contractor.
- (c) The Consultant will inspect the Work to assess its conformity with the Contract Documents and to record any data deemed necessary by the Consultant and the City.
- (d) The Consultant will determine the amounts owing to the Contractor under the Contract and will issue certificates for payment.
- (e) The Consultant will, with reasonable promptness, review and take appropriate action upon the Contractor's submissions of shop drawings, product data and samples in accordance with the Contract Documents.
- (f) The Consultant will prepare Change Orders for the City's approval.
- (g) Upon written application by the Contractor, the Consultant and the Contractor will jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work and/or the date of Completion of the Work.
- (h) The Consultant will be, in the first instance, the interpreter of the Contract Documents. Interpretations and decisions of the Consultant shall be consistent with the intent of the Contract Documents and in making these decisions the Consultant will not show partiality to either the City or the Contractor.
- (i) The Consultant will have the authority to reject any part of the Work or materials which do not conform to the Contract Documents.
- (j) In the event that the Consultant determines that any part of the Work performed by the Contractor is defective, whether the result of poor workmanship, use of defective materials or damage caused by carelessness or any other act or omission of the Contractor, and whether incorporated in the Work or not, then the Contractor shall, when directed by the Consultant, promptly remove the Work and replace, make good or re-execute the Work at no additional cost to the City. Any part of the

Part C – Supplementary General Conditions

Work destroyed or damaged by such removals, replacements or re-executions shall be made good by the Contractor, promptly, at no additional cost to the City.

- (k) If, in the opinion of the Consultant, it is not expedient to correct defective Work or Work not performed in accordance with the Contract Documents, the City may deduct from monies otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract Documents, which amount shall be determined in the first instance by the Consultant.
- (l) Notwithstanding any inspections made by the Consultant or the issuance of any certificates or the making of any payment by the City, the failure of the Consultant to reject any defective Work or materials shall not constitute acceptance of defective Work or materials by the City.
- (m) The Consultant will have the authority to temporarily suspend the Work for such reasonable time as may be necessary to facilitate the inspection of any portion of the Contractor's construction layout, to facilitate the inspection of any portion of the Work or for the Contractor to remedy its non-compliance with any provision of the Contract Documents. The Contractor shall not be entitled to any compensation for suspension of the Work in these circumstances.

3. Payment and Holdbacks

- (a) The City will pay the Contractor the Contract Price in one of two methods:
 - (i) If the Work is to be completed within thirty (30) calendar days, one payment will be made upon satisfactory completion.
 - (ii) If the Work is of a long-term nature over thirty (30) calendar days, progress or partial payments will be allowed at various stages of the project as set out in this section 3.
- (b) Applications for payment may be submitted to the Consultant on a monthly basis as the Work progresses and shall be dated on the last day of the agreed upon monthly payment period and the amount claimed shall represent the percentage of completed Work applied to the total Contract Price.
- (c) For the purposes of certification under the Construction Act, the Payment Certifier shall be the City of Ottawa. The Consultant shall recommend to the Payment

Part C – Supplementary General Conditions

Certifier the issuance of payments to the Contractor in accordance with the Contract Documents.

- (d) The City will make payments to the Contractor as follows:
- (i) 90% of the invoiced amount submitted by the Contractor to the City prior to Substantial Performance and not more frequently than monthly for completed portions of the Work.
 - (ii) Subject to the City's rights at law or equity, 10% of the invoiced amount submitted by the Contractor to the City prior to Substantial Performance and held back pursuant to the Construction Act after expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if no claims are outstanding pursuant to the Construction Act and the Work is performed to the satisfaction of the Payment Certifier.
 - (iii) Any other amount due hereunder upon completion of the Work to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies.
 - (iv) The Contractor shall obtain and submit with its final invoice, all inspection certificates for the installation of electrical wiring and equipment, natural gas and heating boilers from the federal, provincial, municipal or utility entity responsible for same.

4. Statutory Declaration

- (a) The Contractor shall submit, with the second and each subsequent progress payment claim, a statutory declaration stating that all persons, suppliers and Subcontractors required to be paid by the Contractor have been paid.
- (b) Upon Substantial Performance, the Contractor shall submit a statutory declaration stating that all persons, suppliers and Subcontractors required to be paid by the Contractor have been paid for release of the holdback, a security deposit or both.

5. Evidence of Publication

Within seven (7) Days following receipt of the Certificate of Substantial Performance, the Contractor shall provide the City with acceptable evidence of publication of the Certificate

Part C – Supplementary General Conditions

of Substantial Performance in a recognized construction trade newspaper, including the name of the paper and date of publication.

6. No Additional Payment for Increased Costs

The amount payable to the Contractor shall not be altered by reason of an increase in the cost of performing the Work brought about by an increase in the cost of equipment, labour, materials or wage rates.

7. New Materials

All materials, products and systems used by the Contractor to perform the Work shall be new unless specified otherwise.

8. Changes in the Work and Deviations

- (a) The City may make clarifications, revisions, inclusions and deletions to the Contract without invalidating the Contract. If warranted, the City may adjust the Completion Date accordingly.
- (b) The Contractor shall not make any deviations from the Specifications and Drawings without prior written permission from the City. All unauthorized deviations shall be corrected at the Contractor's sole expense.

9. Change Orders

The adjustment in the Contract Price for a change carried out by way of a Change Order shall be in accordance with the rates and conditions stipulated as follows:

- (a) All labour, equipment, rental of equipment or tools, materials, subcontracts and outside services to be charged as a result of changes to the scope of the Work will be subject to prior authorization by the City.
- (b) Where the City requires portions of the Work to be performed directly by the Contractor's own personnel, the following provisions will apply:
 - (i) The "Field Labour Costs" will be the actual direct wages or salaries of the workers, up to and including working foremen, plus actual payroll burdens, but not including any additional cost for a full time site superintendent.

Part C – Supplementary General Conditions

- (ii) "Payroll Burden" means the payments in respect of workers compensation, vacation pay, unemployment insurance, public liability and property damage insurance, sickness and accident insurance, pension fund and such other welfare and benefit payments as form part of the Contractor's normal labour costs but will not include any cost or expense which has been incurred by the Contractor for food, lodging and similar items.
- (iii) The Contractor will provide the City with the information required to calculate its Field Labour Costs upon request.
- (iv) Field Labour Costs for premium portion overtime will be fixed and remain firm for the duration of the Contract and will not be subject to escalation unless prior written approval is obtained from the City, and such approval will not be unreasonably withheld.
- (v) Only labour personnel up to and including working foremen will be chargeable on additional work and then only to the extent such personnel are directly engaged on the additional work. The City will not pay for supervision beyond the working foreman level, nor will it pay for administration or management time spent on additional work.
- (vi) The Contractor will maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the Work and any additional work for verification and audit purposes. The Contractor will have no claim for payment unless such books, payrolls, accounts and records have been so maintained and kept.
- (vii) The City, Consultant or their agents may inspect and audit the books, payrolls, accounts and records of the Contractor at any time during the term of the Contract and at any time thereafter, and the Contractor will supply such books, payrolls, accounts and records upon request by the City.
- (viii) The City will reimburse the Contractor for actual Field Labour Cost of work performed plus a 10% mark-up to cover the cost of small tools, expendables and consumables, field overhead, supervision above working foreman level and all other indirect labour and materials costs not defined as reimbursable, and a 5% mark-up for head office overhead and profit for extras or credit value of less than \$10,000.00. For extras or credit value of more than

Part C – Supplementary General Conditions

\$10,000.00, a 5% mark-up and 5% overhead will apply. Small tools include all tools with a replacement value of less than \$1,000.00. Expendables and consumables include all items which are consumed in the performance of the Work whether or not such materials are incorporated into the permanent works.

- (ix) The cost of materials installed or used directly in connection with the Work (except materials supplied by the City) will be the actual cost to the Contractor delivered at the site. Copies of invoices from delivery companies or transporters must accompany the Contractor's billing.
- (x) The City will pay the Contractor for the actual cost of materials plus a 15% mark-up inclusive for all administration, overheads and profits for extras or credit value of less than \$10,000.00. For extras or credits of more than \$10,000.00, a 10% mark-up inclusive for all administration, overheads and profits will apply.
- (xi) The cost of rentals for Contractor's owned equipment already on site will be based on the actual time such equipment is used, exclusive of the operator's time, and on the following basis:
 - (1) At established hourly, daily, weekly or monthly rental rates.
 - (2) The stipulated rental rates will apply when the number of hours the equipment is operated does not exceed 175 hours in any one month, or does not exceed 40 hours in any one (1) week, or does not exceed eight (8) hours in any one (1) day.
 - (3) When equipment is operated in excess of the aforementioned hours, such excess will be charged at 66 2/3% of the applicable rate noted.
- (xii) For rental rates quoted, no differentiation will be made between equipment owned by the Contractor or rented by the Contractor from third parties, provided such equipment is already on site.
- (xiii) Daily work records prepared by the Contractor reporting the labour and equipment employed and the material used on any specific portion of the Work is to be reconciled with and signed by the Consultant each day whenever, in the opinion of the Consultant, such records are required.

Part C – Supplementary General Conditions

- (xiv) The Contractor will submit to the Consultant, at the end of each working day, a detailed report showing the names, occupations and hours worked of all personnel employed that performed work on a time and material basis, the material supplied and the description and hours of use for equipment and tools employed.
- (c) Where the Contractor arranged for Work to be carried out by a Subcontractor and has received prior approval from the City prior to the commencement of the Work, the City will pay the Contractor the approved cost of the Subcontractor's work plus a 10% mark-up inclusive of all administration, overheads and profits.
- (i) The Subcontractor's claim for Work shall be in accordance with the rates and conditions stipulated in subsection 9(c)(ii) below.
- (ii) The total aggregate mark-up on extra work or credits chargeable by the Contractor and Subcontractor shall not exceed the following amounts:
- (1) Up to \$10,000.00 value, maximum 25% (i.e. Contractor – 10% and Subcontractor – 15%);
- (2) Between \$10,000.00 and \$50,000.00 value, maximum 20% (i.e. Contractor – 10% and Subcontractor – 10%);
- (3) Above \$50,000.00 value, maximum 15% (i.e. Contractor – 10% and Subcontractor – 5%).

10. Performance Tests

The Contractor shall perform and pay for inspections and tests required to ensure all systems and equipment are performing in accordance with the Specifications and Drawings. If defects are revealed during such inspections and testing, the City may request additional inspections and tests. The Contractor shall correct all deficiencies and irregularities as directed by the City at its sole cost and at no increase to the Contract Price.

11. Record Drawings

As the Work progresses, the Contractor shall, at its sole cost, accurately update one set of prints of the Contract Drawings to indicate clarifications, revisions, deletions and

Part C – Supplementary General Conditions

inclusions to the Contract Drawings and have these prints continuously on site and available for inspection by the Consultant or the City. After the Work is completed, the Contractor shall deliver all revised prints to the consultant.

12. Equipment

The City retains the right to restrict the Contractor's use of any materials or equipment it deems to be unsafe.

13. Substantial Performance

- (a) The Work shall be deemed substantially performed,
 - (i) when the improvement to be made under that contract or a substantial part thereof is ready for use or is being used for the purpose intended; and
 - (ii) when the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at cost of not more than,
 - (1) 3 percent of the first \$1,000,000 of the Contract Price;
 - (2) 2 percent of the next \$1,000,000 of the Contract Price; and
 - (3) 1 percent of the balance of the Contract Price.
- (b) Successful Operational trial, submittal of O&M Manual updates, complete record documentation, and provision of training shall be required deliverables prior to the award of Substantial Performance.

14. Completion

- (a) The Work shall be deemed to be completed and services and materials shall be deemed to be last supplied to the Work when the price of completion, correction of a known defect or last supply is not more than the lesser of:
 - (i) 1 percent of the Contract Price; and
 - (ii) \$5,000.

Part C – Supplementary General Conditions

15. Final Acceptance

Final Acceptance shall be deemed to occur when the Consultant is satisfied that, to the best of the Consultant's knowledge at that time, the Contractor has rectified all imperfect work and has discharged all of the Contractor's obligations under the Contract.

16. Extension of the Date of Completion

The Contractor may make an application to extend the date of Completion at least fifteen (15) Days prior to the date of Completion and such application shall provide adequate justification for an extension. The Consultant shall take into consideration any delays, changes in the Work or any other circumstances which could reasonably affect the date of Completion and provide the City with its recommendation. The City reserves the right to either accept or reject the Consultant's recommendation. If a recommendation to extend the date of Completion is accepted by the City, all terms and conditions of the Contract shall remain in full force and effect for the remainder of the Contract.

17. Delays

If the Contractor is delayed in performing the Work beyond four (4) hours by reason of a stop work order, an act or omission by the City or Consultant or any other reason deemed by the City to be beyond the control of the Contractor, the Contractor shall be reimbursed for reasonable costs associated with such delay. Indirect costs such as lost profits, administrative costs and impact costs shall not be reimbursable. A written notice of claim must be submitted to the Consultant within ten (10) Days of the commencement of the delay.

18. Dispute Resolution

- (a) Where there is a dispute between the City and the Contractor respecting the Work, the Contractor shall submit a claim to the City within thirty (30) Days of the dispute arising. The City shall provide an opinion of such notice of claim within thirty (30) Days of receipt of such claim. The City will first attempt to resolve the dispute by means of negotiation with the Contractor.
- (b) Where negotiations have failed to resolve the dispute, such dispute may be resolved by a court of competent jurisdiction.

Part C – Supplementary General Conditions

- (c) Participation in negotiations or mediation is in no way to be construed as a waiver of either party's rights under the terms and conditions of the Contract or the *Construction Act*.

19. Construction Equipment / Noise Control

- (a) The Contractor shall take all necessary steps as may be required to prevent dust and noise nuisance resulting from the Work. If exhaust or other sources of dust and fumes cause discolouration or unclean surfaces, the Contractor will clean and/or repaint such areas to the City's satisfaction.
- (b) Where the Work requires the sawing or grinding of concrete, wet blade cutters and wet grinders shall be used together with sufficient water to prevent the incidence of dust. The cost of all such preventive measures shall be borne by the Contractor.
- (c) The Contractor shall protect all existing and new materials and equipment from damage arising from the Work and repair any damage.
- (d) The Contractor shall keep all gates and doors locked for public safety except when workmen or materials are being moved.

20. Contract Progress Reports Surety Companies

Upon request by the City, the Contractor shall respond to any contract progress reports submitted by surety companies.



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Lemieux Island Asphalt Phase 1 Project

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Part D – General Terms and Conditions

PART D – GENERAL TERMS AND CONDITIONS

The City's *General Terms and Conditions* (dated February 26, 2021) are incorporated by reference into this RFT. By submitting a Bid, Bidders confirm that they have read the City's *General Terms and Conditions* and agree to be bound by them in any resulting Contract.

A copy of the City's *General Terms and Conditions* can be accessed on the Procurement page on Ottawa.ca:

<http://ottawa.ca/en/business/procurement#terms-and-conditions>

Part E – General Instructions

PART E – GENERAL INSTRUCTIONS

1. Description of Work

- (a) Work under the Contract covers all work as detailed in the complete set of Drawings and Specifications, which form part of the Contract. It is the responsibility of the Contractor to coordinate all components of the project as shown on the Drawings and defined herein.
- (b) The Specifications are not intended to be a detailed description of installation methods but serve to indicate particular requirements of the completed Work. Any items omitted which are clearly necessary for the completion of the Work or its appurtenances shall be considered as a portion of the Work.

2. Documents

The Contractor shall maintain at the job site one copy of each of the following:

- (a) Contract Drawings;
- (b) Specifications;
- (c) Addenda;
- (d) Reviewed shop drawings;
- (e) Change Orders;
- (f) Other modifications to the Contract;
- (g) Field test reports;
- (h) Copy of approved work schedule;
- (i) Manufacturer's literature with instructions on installation and application;
- (j) All standards listed in the Specifications.

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Part E – General Instructions

3. Supervision

The Contractor shall employ a competent foreman on site at all times during work hours who shall have direct management of all trades and subtrades including Subcontractors.

4. Days of Work

The Work may be carried out Monday through Sunday except for limitations on specific areas of the work site as noted in the Specifications.

5. Construction Schedule

- (a) The Contractor shall submit three (3) copies of the construction schedule to the Project Manager within five (5) days of receipt of the purchase order.
- (b) The Project Manager will review the construction schedule and return one reviewed copy to the Contractor within three (3) days of receipt.
- (c) The Contractor shall prepare the construction schedule in the form of a horizontal bar chart on 8 ½" x 11" paper.
- (d) The Contractor shall indicate the tender number, a description of the Work and the location of the Work along the top of the construction schedule.
- (e) The Contractor shall indicate the construction activities along the vertical axis and the construction period along the horizontal axis.
- (f) The Contractor shall use a separate horizontal bar for each construction activity.
- (g) All Work shall be indicated in chronological order.
- (h) The Contractor shall submit one revised construction schedule on a monthly basis with each application for payment indicating revisions that have occurred since the submission of the original construction schedule.
- (i) The Contractor shall post revised construction schedules at its job site office and distribute copies to its personnel.

Lemieux Island Asphalt Phase 1 Project

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Part E – General Instructions

6. Contractor's Use of Site

- (a) The Contractor will be restricted to working in areas and time frames as identified in the Drawings and Specifications.
- (b) The use of a construction storage area will be agreed upon by the successful bidder and the City of Ottawa representative during the project kickoff meeting. This Laydown area will need to be delineated by security fencing.

7. Codes and Standards

The Contractor shall perform the Work in accordance with the latest edition and amendments of the *Ontario Building Code* and any other code of provincial or municipal application, provided that in any case of conflict, the more stringent requirements shall apply.

8. Setting Out of Work

- (a) The Contractor shall assume full responsibility for and execute the complete layout of the Work to locations, lines and elevations indicated in the Drawings and Specifications.
- (b) The Contractor shall provide all devices required to complete the layout and construction of the Work.
- (c) The Contractor shall provide devices such as straight edges and templates required to facilitate the Project Manager's inspection of the Work.

9. Project Meetings

- (a) The Contractor shall hold project meetings at regular prescribed times as agreed by the city and the Consultant, and shall notify all parties concerned of such meetings.
- (b) The Contractor shall provide physical space and make other arrangements for the project meetings.
- (c) The Consultant shall record minutes of meetings and distribute them to all parties within five (5) Days of the meeting.

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Part E – General Instructions

- (d) Representatives of the City, the Contractor and Subcontractors attending meetings shall be qualified and authorized to act on behalf of the party each represents.

10.Existing Services

- (a) Before commencing the Work, the Contractor shall establish the location and extent of service lines in the area of Work and notify the Project Manager of its findings.
- (b) The Contractor shall submit the schedule to and obtain approval from the Project Manager for any shut-down or closure of an active service or facility and shall adhere to the approved schedule and provide notice to all affected parties.
- (c) Where unknown services are encountered, the Contractor shall immediately advise the Project Manager and confirm its findings in writing.

11.Protection and Interference

- (a) Where security of the work site will be reduced as a result of the Work, the Contractor shall provide all necessary temporary means to maintain security.
- (b) The Contractor shall provide temporary dust screens, barriers and warning signs in locations where renovation and alteration work is adjacent to areas used by the public or the City.
- (c) Where applicable, the Contractor shall maintain normal building operation and traffic flow with minimum amount of inconvenience to residents.
- (d) The Contractor shall ensure essential services such as electric power and domestic hot water supply are not interrupted for more than one (1) continuous hour and shall ensure heating system operations are not interrupted for more than three (3) consecutive hours during the heating season. The Contractor shall obtain approval from the City prior to interrupting essential services.
- (e) The Contractor shall be responsible for and provide protection to the public and all property during the performance of the Work.
- (f) The Contractor shall protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns and other areas from damage during the performance of the Work.

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Part E – General Instructions

- (g) The Contractor shall protect unfinished and new work from damage including finished surfaces from marks, scratches or other blemishes prior to commencement of the Work.
- (h) The Contractor shall protect unfinished and new work from vandalism or theft.
- (i) The Contractor shall prevent access to the public, staff and residents to materials, tools, equipment and vehicles at the work site. At exterior locations, the Contractor shall provide hoarding around the perimeter of equipment and exposed materials.
- (j) The Contractor shall provide after-hours security when hoarding is insufficient to reasonably prevent access to stored materials, tools, equipment and vehicles.
- (k) The Contractor shall be responsible for all material handling and hoisting applicable to the performance of the Work at no cost to the City.

12. Clean-Up

- (a) The Contractor shall remove all debris and hazardous impediments from the work site at the end of each workday.
- (b) The Contractor shall remove material and equipment from the work site at the end of each workday which is not to be re-used unless otherwise directed by the Project Manager.
- (c) The Contractor shall leave the work site clean at the end of each workday to the satisfaction of the Project Manager.

13. Underground Services

- (a) The Contractor shall be responsible for the protection of pipes, ducts, cables, conduits, wires and other services from damage during the performance of the Work.
- (b) The Contractor shall take all necessary precautions to locate underground and concealed services and to protect them from damage.

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Part E – General Instructions

- (c) The Contractor shall be responsible for making good, to the satisfaction of the City, any damage to services resulting from the Contractor's performance of the Work, at no additional cost to the City.

14. Fire Protection

- (a) The Contractor shall take all necessary precautions to prevent the possibility of fire at the work site.
- (b) The Contractor shall protect adjoining areas and supply portable fire extinguishers when welding, brazing and performing operations with open flame, combustible adhesive and/or flammable solvents.
- (c) The Contractor shall ensure rags and waste containing oil, grease or other flammable materials are removed from the work site at the end of each work day.

15. Additional Drawings

The Consultant may furnish additional drawings to the Contractor to assist in the proper execution of the Work. These drawings will be issued for clarification only. Such drawings shall have the same meaning and intent as if they were included with the Drawings referred to in the Contract Documents.

16. Relics and Antiquities

- (a) Relics and antiquities and items of historical and scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets, and similar objects found on the work site, within the Contract area, shall remain the property of the City. The Contractor shall protect such articles and request directives from the Project Manager.
- (b) The Contractor shall give immediate notice to the Project Manager if evidence of archaeological finds are encountered during the performance of the Work and await his/her written instructions before proceeding with work in this area.



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Part E – General Instructions

17. Co-operation and Co-ordination

If applicable, the Contractor shall be responsible for coordinating the scheduling of the Work with scheduled events of any and all tenants. The events schedule is available from the Building Superintendent, Administrative Office. If necessary, the Work may be halted and scheduled around these events and, at the discretion of the City, the Completion Date may be amended accordingly



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Part F – Specifications

PART F – SPECIFICATIONS

36522-91371-T01 SPEC Lemieux Island Asphalt Phase 1 Project

Specification is available on Merx and form part of this tender



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Part G – List of Drawings

PART G – LIST OF DRAWINGS

36522-91371-T01 DRAW Lemieux Island Asphalt Phase 1 Project

Drawing is available in Merx and form part of this tender



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Part H – Form of Tender

PART H – FORM OF TENDER

The Bidder, having examined the RFT including all the Contract Documents and any issued Addenda hereby offers and agrees to enter into a Contract to perform the Work at the price detailed below. Furthermore, it is certified that the undersigned is authorized to sign and submit this RFT and to legally bind the Bidder.

By submitting a Bid in response to this RFT, the Bidder shall have certified to the City that:

- (a) It has carefully examined the RFT documents and has a clear understanding of the project as described in this RFT.
- (b) It is in good standing with its creditors and financial institutions and is financially able to perform and meet any and all duties, liabilities and obligations as may be required of it under any agreement/contract resulting from this RFT.
- (c) It has put forth all of its comments and/or questions with respect to this RFT over the period that inquiries were permitted and affirms that its bid has taken into consideration all responses provided by the City through published Addenda.

Authorized Representative (Print name):
Signature:
Date:

1. Company Information



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Company Name:	
Telephone Number:	
Address:	
Email Address:	
MERX Organization Number (if applicable):	
MERX Contact Name (if applicable):	

2. Acknowledgement of Addenda

In the space provided below, Bidders shall confirm they have received and read all Addenda issued by the City prior to the Tender Closing Date.

Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:



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3. Price

Prices must be quoted in Canadian funds and must include all excise taxes, duty, custom clearances and all other charges in effect up to the Tender Closing Date.

Harmonized Sales Tax (HST) shall be extra to all prices quoted.

As a condition of and prior to Contract award, the successful Bidder shall submit a detailed breakdown of the Total Tender Price to the satisfaction of the City.

In the event of any discrepancy between the Total Tender Price submitted in Part H – Form of Tender and the MERX system, the price submitted in Part H – Form of Tender shall prevail.

TOTAL TENDER PRICE	\$ _____ (HST excluded)
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4. Payment Terms and Prompt Payment Discount

In the absence of a prompt payment discount and the application of the *Construction Act*, the City will pay all invoices on a Net 30 basis meaning payments will be made by the City within thirty (30) calendar days of receipt and acceptance of the invoice or the receipt and acceptance of the goods or services, whichever is later.

Bidders are encouraged to offer a cash discount for prompt payment which will be taken into consideration in the award of contract provided that the minimum number of calendar days for payment is fifteen (15). Should a prompt payment discount be offered that is not in accordance with this condition, the discount will not be taken into consideration in the award of contract however the discount may be claimed by the City in return for processing payment within the stated time frame.

Where prompt payment terms are offered, the following conditions apply:

Lemieux Island Asphalt Phase 1 Project

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Part H – Form of Tender

- a. The discount must be included in the contract and shown on the vendor's invoice;
- b. The invoice must be received by the City on the invoice date. The prompt payment period shall commence on the date the City receives the invoice.
- c. The City may require that the amount of the discount be honoured by the vendor should any of the above-noted conditions not be met.

The Bidder hereby offers a prompt payment discount of _____% if payment is made within _____ calendar days following receipt and acceptance by the City of an invoice, or receipt and acceptance of the goods or services, whichever date is later, in the sole opinion of the City.

5. Bid Deposit

In accordance with section 1 of Part B – Special Provisions, the sum of \$_____ is provided with the Bid as a bid deposit.

6. Period Of Contract

The proposed period of the contract will be from the date of award to **15 November 2022**

7. Substantial Performance and Completion

- (a) The successful Bidder shall achieve Substantial Performance of the Work no later than **15 October 2022**.
- (b) The successful Bidder shall achieve Completion of the Work no later than **15 November 2022**.
- (c) For the Bidder's purpose of establishing a schedule for the Work, it is anticipated that the Contract Award will be complete 30 calendar days after the opening of Tenders by the City, and then Work will commence 3 business days after the Contract Award is complete. Milestone dates, Substantial Performance and Completion dates will be moved one business day for every business day the commencement of Work is delayed.



Request For Tender For Construction Services

Lemieux Island Asphalt Phase 1 Project

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Part H – Form of Tender

8. Order of Precedence

The documents listed below form part of this RFT and will be incorporated by reference into any resulting Contract. Should there be a discrepancy between the wording of one document and the wording of any other documents, the wording of the document that appears first on the list shall prevail.

Issued Addenda

Request for Tender

Contractors Response Form of Tender