

COMMITTEE OF THE WHOLE – JUNE 21, 2004

CITY OF VAUGHAN TENDERING POLICY TASK FORCE

Recommendation

The City of Vaughan Tendering Policy Task Force recommends:

1. That this report be received.
2. That City staff be directed to implement the recommendations of the Tendering Policy Task Force in order to ensure that the City's tender documentation requirements and related policy and procedures are clear, unambiguous and represent prudent and equitable procurement practices for the public sector.

Purpose

To provide a report to Council outlining the findings of the Tendering Policy Task Force and to seek Council's approval that City staff be directed to implement the recommendations of the Task Force in order to ensure that the City's tender documentation requirements and related policy and procedures are clear, unambiguous and represent prudent and equitable procurement practices for the public sector.

Background - Analysis and Options

The Task Force is composed of the following members, which includes members put forward by various associations, and had the assistance of the following members of the City of Vaughan Staff for all or part of its deliberations:

MEMBERS:

Michael DeAngelis, City Manager, Chair
Salvatore (Sam) Morra, Executive Director - Greater Toronto Sewer
and Watermain Contractors Association
Clive N. Thurston, President - Ontario General Contractors Association
Thomas S. Kent, President and Chairman of the Board - Vaughan Chamber of Commerce
Temple Harris, President - Toronto Construction Association
Les O'Connor, Partner - WeirFoulds LLP, Barristers and Solicitors

CITY OF VAUGHAN STAFF:

Robert Swayze, Commissioner of Legal and Administrative Services
Clayton Harris, Commissioner of Finance & Corporate Services
Bill Robinson, Commissioner of Engineering & Public Works
George Wilson, Director of Purchasing Services
Marlon Kallideen, Commissioner of Community Services
Glyn Onizuka, Legal Services Department
Rose Magnifico, Assistant City Clerk

The Task Force met on the following seven occasions:

January 8, February 3, February 26, April 7, May 11, May 28 and June 2, 2004.

The mandate of the Task Force was to make Vaughan's Tendering Policies and Procedures clear, unambiguous, fair and consistent. This was so that the City of Vaughan could continue to have confidence in its resort to the commercial marketplace for its needs, and that bidders could be certain of fair and open treatment of their bids.

In connection with its work of reviewing the City of Vaughan tender documentation and procedures, the Task Force had a view to their improvement, where possible, and the elimination of sources of ambiguity and confusion.

Accordingly, the Task Force examined the City of Vaughan Document I, Instructions to Bidder and the associated Definitions in some detail, with lesser focus on documents II (General Provisions) and VI (Bid Form).

The Task Force found that, while overall it was a good set of Instructions and Definitions, it noted some areas where redundancies could be eliminated and clarity could be improved. This would avoid situations that might be interpreted as unfair to a particular bidder. The approach in reviewing these materials was always the directive of achieving overall fairness to both the City and those bidding. As well it attempted to maintain the highest clarity of the Instructions to be placed in the hands of bidders.

To that end the Task Force has suggested in the Revised Draft Tendering Policy that will be submitted to Council for approval that certain revisions, in addition to a number of minor housekeeping amendments, be made. The highlights of those amendments are:

I Specific provisions:

- (a) We have clarified the manner of execution of all bid documents that is acceptable to the City and created a revised definition of "Authorized Person" who may be involved in the bid.
- (b) We have clarified the process for the closing of bids. This process is focused on the delivery of the bid to and having it stamped by the Purchasing Services Department Bid Punch Clock at the precise time of submission.
- (c) We have eliminated any possibility of confusion if the bids are delivered to some other location in the City, as only delivery to the Purchasing Services Department will be acceptable and this is strictly the responsibility of the bidder.
- (d) We have clarified that photocopies of issued bid documents are acceptable, but that no change in the language of the text issued by the tender call is permitted by any bidder.
- (e) We have clarified and shortened the list of provisions that result in bid disqualification.
- (f) We have clarified and reduced the operative language of the owner's privilege clause.
- (g) We have clarified the scope of the site examination clause, so that it is consistent with current City policy.
- (h) We have amended, but still retained, the provision which enables the City not to consider a bid from one with whom it is in litigation at the time of tender.

II Generally:

- (a) Because of what has been identified as a very volatile market for steel products, in which manufacturers will apparently not hold prices for more than a few days, we have determined that the City will, where it is appropriate, use an addendum to its tender documents to initiate an indexing mechanism within the tender call. This will allow for increases in the price of steel from a date 30 days after tender closing up to the date of acceptance by the City.
- (b) We have recommended that the Purchasing Services Department consider the use of two stage tender procedures. In this mechanism, apart from price and major subcontractors which would be provided in sealed envelopes at the first closing, certain subsidiary, but time consuming detail (such as complete subcontractor lists and detailed unit price schedules) could be provided up to 24 to 48 hours after the first closing. However, to maintain compliance with its needs, the first closing envelopes would not be opened until the second closing time has also passed. This policy is to be implemented by addendum where it is believed by the Department to be appropriate in the specific tender circumstances.

- (c) We have recommended the implementation of both staged dispute negotiations and a mediation provision, modeled after those in the Canadian Construction Documents Committee CCDC2 and other standard form contracts, to provide that the parties will attempt to resolve disputes by progressive negotiations up the organizational chart and, if unsuccessful, then by resort to skilled third party mediators in order to try to resolve disputes earlier and at less cost.
- (d) In addition, where resolution is not achieved at these stages and resort must be had to arbitration or court litigation, we have recommended the implementation of the ability for one party to invoke arbitration unilaterally, without the co-operation of the opposite party, but with (i) a lower value limit that such disputes must involve a total of more than \$10,000.00 (and therefore be in excess of the then current Small Claims Court limit for small disputes) before such unilateral action can be taken. In this way we believe the City would not be deluged with a number of costly arbitrations over relatively small amounts in dispute. (ii) There would also be an upper limit so that this unilateral access will not apply for disputes above \$150,000.00 which would need the consent of the opposite party to arbitrate, rather than litigate.

Relationship to Vaughan Vision 2007

This report is consistent with the priorities previously set by Council and the necessary resources have been allocated and approved.

Conclusion

In summary, the Task Force believes that adopting the recommendations that it has made for the textual and procedural amendments to the City of Vaughan's Tendering Policies and Procedures will enhance the climate of bidder satisfaction with the procurement process in the City of Vaughan and that our intensive review will have satisfied any concerns and that the Tendering Policies and Procedures are fair, clear, open and consistent.

It is important to note that almost all of its decisions, with very few exceptions, were unanimously adopted by the members, including the strong representation from the OGCA, the TCA and the GTSWCA. We believe that this cohesiveness on the changes to be implemented will no doubt enhance the acceptance of its Tendering Policies and Procedures on the part of the business community that the City of Vaughan depends on to meet its tendering needs.

The Task Force members were very supportive of the process and level of detail in the review of the tendering document. In particular, the contractor association members have requested continuous meetings with City Staff on an as need basis when an issue arises. City staff is supportive of these meetings.

Finally, the Task Force would like to acknowledge the full support and cooperation received from City staff in carrying out the mandate of the Task Force.

All of Which is Respectfully Submitted by the Mayor's Task Force on Tendering Policies and Procedures.

Attachments

City of Vaughan Tendering Policy Document and Procedures

Report prepared by:

Les O'Connor
Member, Tendering Policy Task Force

Respectfully submitted,

Michael DeAngelis
Chair, Tendering Policy Task Force



The City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario
Canada L6A 1T1
Tel (905) 832-2281

THE CORPORATION OF THE CITY OF VAUGHAN

BID NO. T04-_____

SEALED BIDS, in the envelope provided, clearly marked as to contents, will be received by the Purchasing Services Department, (Portable Building), 2141 Major Mackenzie Drive, Vaughan, Ontario, L6A 1T1, no later than 15:00:00 hours (3:00:00 p.m.) local time, on

DATE 2004.

DESCRIPTION

If further information is required contact the following:

i) Technical: Name
 Position
 Department
 Telephone Ext.

ii) Bidding Procedures: Name
 Position
 Department
 Telephone Ext.

Or

 Name
 Position
 Department
 Telephone Ext.

A site visit is scheduled for **Date Time and Place**

The Corporation of the City of Vaughan reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this call for Bids at any time.

Table of Contents

DEFINITIONS 1

DOCUMENT I INSTRUCTIONS TO BIDDER 1

1. BID CLOSING TIME..... 1

2. BID PREPARATION AND SUBMISSION 1

3. BID SECURITY & CONTRACT SECURITY 1

4. WITHDRAWAL OF BIDS 2

5. BID OPENING..... 3

6. BID DISQUALIFICATION..... 3

7. CHECKING OF BIDS..... 3

8. AWARD..... 4

9. EXECUTION OF CONTRACT UPON AWARD 6

10. BIDDER'S STATEMENT OF UNDERSTANDING 7

11. ERRORS AND OMISSIONS 7

12. PRICE COMPONENTS..... 7

13. SET-OFF CLAUSE 7

14. FREEDOM OF INFORMATION 7

15. PURCHASE ORDER 7

16. CANCELLATION..... 8

17. EVALUATION OF PERFORMANCE 8

18. INSURANCE 8

19. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) 9

20. PAYMENT OF WORKERS..... 9

21. EXAMINATION OF SITE..... 9

22. LAWS AND REGULATIONS 10

23. SCHEDULE OF ITEMS AND UNIT PRICES 10

24. PROVISIONAL ITEMS AND QUANTITIES 10

25. LIQUIDATED DAMAGES..... 10

DOCUMENT II GENERAL PROVISIONS..... 1

1. OCCUPATIONAL HEALTH AND SAFETY..... 1

2. SAFETY STANDARDS 2

3. CONTRACT PAYMENTS..... 2

4. ENVIRONMENTAL CONSIDERATIONS..... 3

5. GUARANTEED MAINTENANCE AND WARRANTY 3

6. RELEASE OF HOLDBACK 4

7. NON-WAIVER..... 4

8. NON-ASSIGNMENT 4

9. AGREEMENTS IN WRITING 4

10. DATE OF COMMENCEMENT 4

11. TIME FOR COMPLETION..... 5

12. EMERGENCY TELEPHONE NUMBER 6

13. MEETINGS 6

14. HOURS OF WORK 6

15. DAMAGES 7

16. CONTRACTOR RESPONSIBILITIES 7

17. SURVEY LAYOUT 7

18. PROVISION RESPECTING SURVEYOR'S STAKES OR MONUMENTS 7

19. TRAFFIC CONTROL AND PEDESTRIAN AND VEHICULAR ACCESS..... 7

20. HAUL ROADS..... 8

21. PRIVATE DRIVEWAYS 8

22. RESTRICTION OF USE OF HYDRANTS 8

23.	RESTORATION	8
24.	SITE DRAINAGE	8
25.	UTILITIES	8
26.	DEWATERING EXCAVATIONS.....	9
27.	INSPECTION AND TESTING	9
28.	ALTERATIONS AND AMENDMENTS.....	9
<i>DOCUMENT III SUPPLEMENTAL GENERAL CONDITIONS.....</i>		<i>1</i>
<i>DOCUMENT IV SPECIFICATIONS.....</i>		<i>1</i>
1.	GENERAL SPECIFICATIONS AND STANDARD DRAWINGS	1
2.	SPECIAL SPECIFICATIONS	1
3.	LIST OF SPECIFICATIONS AND STANDARD DRAWINGS.....	1
<i>DOCUMENT V SPECIAL PROVISIONS.....</i>		<i>1</i>
<i>DOCUMENT VI BID FORM.....</i>		<i>1</i>
SCHEDULE I ITEMS AND UNIT PRICES		5
SCHEDULE II LIST SUB-CONTRACTORS.....		6
SCHEDULE III LIST REFERENCES		7
SCHEDULE IV SURETY CONSENT FORM		8
<i>DOCUMENT VII AGREEMENT.....</i>		<i>1</i>
<i>DOCUMENT VIII APPENDICES.....</i>		<i>1</i>

The following definitions apply to the interpretation of the Bid Documents;

1. **“Addenda or Addendum”** means such further additions, deletions, modifications or other changes to any Bid Documents.
2. **“Authorized Person”** means
 - i. For a bidder who is an individual or sole proprietor, that person.
 - ii. For a bidder which is a partnership, any partner of the bidder.
 - iii. For a bidder which is a corporation:
 - a) Any officer or director of the corporation; and
 - b) any person whose name and signature has been entered on the document submitted with the bid, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the bid, whether that person is or is not an officer or director.
 - iv. For a bidder that is a joint venture, the bid shall be signed by a person for and on behalf of each joint venturer or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint venturers.
3. **“Bid Documents”** means collectively all of the documents comprising the Call for Bids, namely Documents I to VIII, and the Contract Drawings, if any.
4. **“Bid”** means the bid in the form prescribed by these Bid Documents and completed and submitted by a Bidder(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Contract with the Owner in the event of award.
5. **“Bid Security”** means the Bid Security documentation referred to and described in Section 3.1 of Document I Instructions to Bidders.
6. **“Bidder”** means the legal entity submitting a Bid or Bid Form.
7. **“Call for Bids”** means the call for Bids on the terms and conditions set forth in the Bid Documents.
8. **“Closing Time”** means the time on the Purchasing Services Department Bid Punch Clock, specified in Section 1 of Document 1, Instructions to Bidders.
9. **“Contract”** means the agreement in writing governing the performance of the Work which has been executed by the Owner and successful Contractor following acceptance by the Owner of the successful Bidder’s Bid Form submission, the form of which is identified in the Bid Documents.
10. **“Contract Drawings”** means the plans and drawings describing the Work.
11. **“Contract Security”** means the Contract Security documentation referred to and described in Section 3.2 of Document I, Instructions to Bidders.
12. **“Contractor”** means the successful Bidder to whom the Contract is awarded for the execution of the Work under the terms of the Contract.

13. **“Designated Location”** means the Purchasing Services Department, Unit 105 (Portable Building) 2141 Major Mackenzie Drive, Vaughan, Ontario, L6A 1T1.
14. **“Informal Bid”** means a bid which is not disqualified under Section 6.1 of Document 1, Instructions to Bidders, but which contains minor irregularities, discrepancies, errors or omissions or any other similar defects.
15. **“Mandatory Requirements”** means those requirements described in Section 6.1 of Document I, Instructions to Bidders, which must be fully satisfied in order for any Bid to be considered by the Owner as a compliant Bid.
16. **“Owner”** means either one of the Corporation of the City of Vaughan, or Hydro Vaughan Distribution Inc., or Vaughan Public Library, as the case may be, and as identified in the Call for Bids, and Bid Documents and for the purpose of the award and execution and performance of the Contract shall mean the entity awarding the Contract.
17. **“Subcontractor”** means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Contractor.
18. **“Surety Company”** means any company that is listed on the schedule of companies licensed to do business in Ontario pursuant to the provisions of the *Guarantee Companies Securities Act* RSO 1990 c. G. 11 as amended from time to time.
19. **“Work”** means the work to be undertaken by the Contractor pursuant to the provisions of the Contract.
20. **“Working Day”** means Monday thru Friday inclusive but excluding Saturday and Sunday and any recognized Statutory holiday in the City of Vaughan.

1. BID CLOSING TIME

The Bid, sealed in the envelope provided, must be submitted by the Bidder and time stamped by the Purchasing Services Department at the Designated Location no later than 15:00:00 hours (3:00:00 p.m.) local time, on the specified closing date (the Closing Time). Late bids will not be accepted, however they will be time and date stamped and returned to the Bidder unopened.

2. BID PREPARATION AND SUBMISSION

- 2.1 All Bids shall be submitted on the Bid provided by the Owner in the Bid Documents.
- 2.2 The Bid envelope supplied by the Owner, for this purpose, shall be used without any extra exterior covering. Bids delivered in an envelope other than the one supplied, or if the bid fails to be delivered to the designated location by the Bidder or courier service and time stamped by the Purchasing Services Department by the Closing Time, shall result in the Bid being rejected. Bid Forms submitted and received by facsimile will not be accepted and shall result in the Bid being rejected.
- 2.3 Amendments by telephone, facsimile, telegram or letter to a Bid already submitted will not be accepted or considered.
- 2.4 Although photocopies of the bid form issued are permitted, it must be returned in the original language format without amendments to the wording and must be signed in the space(s) provided, or in the case of a joint Bid by all Bidders.

AS WELL:

- (i) Individual signatures must be witnessed; and
 - (ii) Corporate signatures must have either the corporate seal affixed or the signer must add below their name the words: "I have authority to bind the corporation."
- 2.5 All sub-contractors, bidders and manufacturers are to be legibly and correctly named otherwise the bid may be declared informal by the Owner.

3. BID SECURITY & CONTRACT SECURITY**3.1 Bid Security**

Bid Security comprised of a Bid deposit, as specified, shall be submitted with the Bid and be in the form of a Certified Cheque, Cash, Money Order, Bank Draft or Bid Bond made payable to "_____" as security for the execution and delivery of the Contract and the provision of the required bonds, insurance and other documents required to be delivered by the successful Bidder upon execution and delivery of the Contract. Failure to comply will result in Bid disqualification. Bid deposits retained shall not be cashed except as noted in Section 9.1 of Document I, Instructions to Bidders.

- i. The Bid Security shall be in the amount of ten percent (10%) of the total bid price excluding taxes (refer to Bid Form).
- ii. The Bid Security shall remain valid and in effect for a period not less than sixty (60) Working Days from the bid Closing Time.

- iii. The Bid Security of all Bidders, except for the three (3) lowest Bidders will be returned within five (5) Working Days after the bid opening date. The non-awarded Bidder's Bid Security will be returned upon the award and execution of the Contract to the successful Bidder.

3.2 Contract Security

The following Contract Security shall be submitted with the Bid , in the following alternative forms;

- i. Surety Consent Form (Agreement to Bond Form) as supplied by the Owner, or issued by a surety company licensed in the Province of Ontario, or
- ii. Irrevocable Letter of Credit issued by a Schedule I or II chartered bank.

3.3 Certified Cheque/Bank Draft/Money Order

The Owner may accept a FACSIMILE COPY of a Surety Consent Form (Agreement to Bond) at the time the Bid Form is submitted. However, the signature(s) and seal of the issuing surety company or Schedule I or II chartered bank must be visible upon receipt of the fax transmission from the Bidder. The Bidder must submit the original and executed Surety Consent Form (Agreement to Bond) to the Owner within 48 hours of Bid Closing Time.

Note: Should a Certified Cheque/Bank Draft be submitted as a form of Contract Security, the awarded Bidder may at any time during the term of the Contract substitute either; a Performance Bond (100%) and Labour & Material Bond (_____) or Letter of Credit equal to _____ of the Total Bid Price Excluding Taxes.

4. WITHDRAWAL OF BIDS

4.1 Open for Acceptance

Each Bid shall be open for acceptance by the Owner until a formal Contract is executed by the successful Bidder and Owner. If for some reason the Contract is not executed within 60 Working Days of Closing Time, the Owner may without notice accept another Bid.

4.2 Withdrawal of Bids Prior to Bid Closing

A Bidder may request that their Bid be withdrawn prior to the Closing Time on the date of the Call for Bids. Withdrawal requests must be on the Bid Withdrawal Form, included in the Bid Documents, executed by an Authorized Person and addressed to the Director of Purchasing Services, by facsimile transmission or delivered in person to the Designated Location. Telephone or e-mail requests will not be considered.

4.3 Withdrawal of Bids during Bid Opening

Notwithstanding Section 4.2, in some instances, several bid calls on different projects, in addition to and separate from this Call for Bids, are opened on the same day. If a Bidder has submitted bids for several contracts opening on the same day, and its bid is the lowest on a particular call for bids, the Bidder may withdraw any of its remaining bids not yet opened, by having an Authorized Person execute the Bid Withdrawal Form and delivering it to the person officiating at the opening of the Bids.

Bids may only be withdrawn by the low bidder at the conclusion of the reading out of the previous separate bid call, but prior to the other bid calls being opened.

Bids withdrawn under this procedure will not be reinstated under any circumstances.

If more than one bid is received under the same name for the same contract and no Bid Withdrawal Form has been received, the Bid contained in the envelope bearing the latest date and time shall be considered the intended bid. The first Bid received shall be considered withdrawn and returned to the Bidder.

5. BID OPENING

5.1 Bid Opening

Bids shall be opened one-half (1/2) hour after the Closing Time in the _____ Room. Results of the three (3) lowest Bids where possible will be available the following day by accessing the Purchasing Services Bid Result Bulletin Board at (905) 832-8555, Option #2.

5.2 Action on "Unknown" Bids at Bid Opening

Bid submissions that do not have the BID NUMBER on the envelope will be opened and placed with the appropriate Bid.

6. BID DISQUALIFICATION

6.1 The failure by any Bidder to fully comply with the following shall result in bid disqualification and rejection;

- i. Late Bids received by the Owner after the Closing Time;
- ii. Bids not completed in ink or typed;
- iii. Bids received in other than the bid envelope provided;
- iv. any strikeouts, erasures or overwriting not initialed by the Authorized Person signing the bid;
- v. Bid forms not signed;
- vi. Bids which do not comply with Sections 2.1, 2.2, 2.3, and 2.4 Document I, Instructions to Bidders.
- vii. any alteration(s), addition(s) to, or deletion(s) from the language of the Bid form or any qualifying statement(s) made to or provided with the Bid form;
- viii. failure to include within the Bid envelope the executed form of Bid Security that has been specified in the Tender Documents as to be returned with the Bid;
- ix. failure to acknowledge receipt of Addendum/Addenda as indicated in Document VI, Bid Form; or
- x. if specified as being required, failure to include the executed Surety Consent Form issued by an acceptable Surety Company, as defined in the Definitions section of this tender.

7. CHECKING OF BIDS

7.1 Bids opened will be checked by the staff to ensure that:

- i. the required Bid Security is properly executed as per the bid requirements;
- ii. all Bids submitted comply with the terms and conditions of the Bid Documents;
- iii. all arithmetic extension calculations are correct;
- iv. where there is an obvious error in the extended price the unit price stipulated will govern and will be calculated accordingly with the estimate quantity. For greater certainty, any failure by a Bidder to insert a unit price where required shall be deemed to be a \$ "0" value;
- v. in any of the above circumstances where there are obvious or patent errors such as misplaced decimals, the Owner may consider the intent of the Bidder; and
- vi. all items as specified have been bid on.

7.2 Claims or Litigation

The Owner reserves the right not to accept a tender from any person or corporation which includes all non-arms length corporation who, or which, has a material claim or instituted a court proceeding against the Owner or against whom the Owner has a claim or has instituted a court proceeding with respect to any previous contracts, bid submissions or business transactions.

8. **AWARD**

Contract award will be communicated by written notification from the Owner to the successful Bidder, if any.

The Bidder acknowledges that the Owner shall have the right to reject any, or all Bids, or to accept any Bid, for any reason, which the Owner in its sole and unfettered discretion deems most advantageous to itself for the completion of the work, provided that the exercise of such right by the Owner shall be consistent with its duty of fairness to all Bidders.

8.1 Consideration for award

Consideration for award shall only be undertaken in relation to Bidders who are determined by the Owner to have satisfied all Mandatory Requirements.

The Owner hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- i. accept a Bid which is not the lowest Bid, where such Bid is deemed most advantageous to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner based upon price, ability, quality of work, proposed schedule, service, past experience, past performance and qualification;
- ii. reject a Bid that is the lowest Bid even if it is the only Bid received;
- iii. cancel this Call for Bids at any time, either before or after the Closing Time;
- iv. accept or reject any and all Bids, whether in whole or in part;

- v. except in the case of Mandatory Requirements which must be complied with by all Bidders, accept an Informal Bid;
- vi. award any part of any Bid; or
- vii. accept or reject any unbalanced Bid.

8.2 The Owner reserves the right to consider, during the evaluation of Bids:

- i. information provided in the Bid itself;
- ii. information provided in response to enquiries of credit, experience and industry references set out in the Bid;
- iii. information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- iv. the manner in which the Bidder provides services to others;
- v. the experience and qualification of the Bidder's senior management, and project management;
- vi. the compliance of the Bidder with the Owner's requirements and specifications; and
- vii. innovative approaches proposed by the Bidder in the Bid where requested in the Bid Documents.

By submitting a Bid, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

8.3 Verification of Safety Performance

Bidders for consideration of possible Contract award shall be required to submit a recent copy of their NEER or CAD-7 Statement upon request.

8.4 Award to one or more Bidders

The Owner reserves the right to award the Contract in its entirety or in part, to one or more Bidders, in accordance with its requirements.

8.5 Bidder Profile

If requested, a Bidder shall submit, in addition to any information required to be included in a Bid submission, evidence of experience, ability, quality of work, service, past experience, and qualifications necessary to meet satisfactorily the requirements set forth or implied in the Bid Documents.

8.6 Approvals

The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses, easements and other approvals (the Approvals) as may be required from third parties, including

applicable government agencies, under applicable laws, statutes & regulations in order to commence and perform the Work. In the event, and to the extent, any such Approvals are not issued in order to permit commencement or performance of the Work, the Owner reserves the right to:

- i. not award the Contract and cancel the Call for Bids; or
- ii. award the Contract in whole or in part, subject the right of the Owner to cancel all or part of the Contract at any time after award in the event any required Approvals can not be obtained; or
- iii. delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

9. EXECUTION OF CONTRACT UPON AWARD

- 9.1 The successful Bidder, if any, in the presence of the Director of Purchasing Services or designate, must sign in triplicate (3), the CCDC2 (1994) Contract Agreement, within seven (7) Working Days of written notification of acceptance. Should the successful Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the successful Bidders' Bid Security shall be forfeited and applied for use by the Owner.
- 9.2 The following documents, as listed, shall be submitted prior to or at the time of signing:
- i. insurance certificate;
 - ii. Contract Security; and
 - iii. a current copy of the Workplace Safety and Insurance Certificate of Clearance.
- 9.3 Upon being awarded the Contract, the successful Bidder shall provide the following Contract Security requirements, equal to the percentage of the total bid price, as specified below, excluding taxes:
- | | | |
|-----|--|------|
| i. | Performance Bond | 100% |
| | -and- | |
| | Labour & Material Payment Bond | 50% |
| | -OR- | |
| ii. | Letter of Credit/Money Order/Bank Draft/Certified Cheque 150%. | |
- 9.4 The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the Owner.

10. BIDDER'S STATEMENT OF UNDERSTANDING

It is understood that the Bidders have carefully examined all of the Bid Documents and have carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said Bid Documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and any other materials to complete the Work in strict accordance with the Bid Documents.

11. ERRORS AND OMISSIONS

No oral interpretation or clarification provided to the bidders will be effective to modify any provisions of these Bid Documents. Any modification or clarification will be by written addendum only issued by the Purchasing Services Department. The addendum(s) shall form part of the Bid Documents.

12. PRICE COMPONENTS**12.1 Taxes**

- i. The Owner is subject to payment of Provincial and Federal (excise and G.S.T.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services to be purchased or provided during the term of this contract, the bidder and the Owner mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the bidder to bring to the Owner's attention any such changes.
- ii. The bidder shall allow in their prices for all Sale Taxes that may be required to pay on materials and equipment to be utilized or expended in the construction of the works. Exception being; where the bidder is in the position to claim for Sales Tax Rebate on the material used.

It is the bidder's responsibility to obtain up-to-date directives.

12.2 Transportation and Delivery Charges

Prices documented shall be net prices including transportation and delivery charges fully prepaid by the bidder to any specified destination within the corporate limits of the Owner.

13. SET-OFF CLAUSE

The Contractor hereby agrees that any monies owing by the Owner to the Contractor may at any time be set-off against monies owing by the Contractor to the Owner including but not limited to, any realty taxes (or any penalties and/or interest thereon) owing at the time such monies become due and payable to the Contractor.

14. FREEDOM OF INFORMATION

All Bids submitted to the Owner become the property of the Owner and as such, are subject to the "Municipal Freedom of Information and Protection of Privacy Act."

15. PURCHASE ORDER

Work, as described under this contract shall not commence until (1) all of the required documents have been submitted to Purchasing Services and (2) the agreement has been executed by the contractor. For Payment purposes a Purchase Order will be generated and issued to the Contractor. The terms and conditions of this contract supersede those of the Purchase Order issued.

16. CANCELLATION

16.1 Non-Compliance

- i. In the event the Contractor does not comply with the specifications, terms and conditions, and scope of the document, at any time throughout the duration of the Contract, the contract may be cancelled by the Owner in accordance with the terms contained herein.
- ii. The Contract may be cancelled by the Owner upon non-performance of the Contract terms; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Contractor as part of their contractor document submission, including without limiting the generality of the foregoing, liability for the difference between its bid and next acceptable contractor document submission.
- iii. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action shall not prevent the Owner from taking early payment discounts otherwise applicable.
- iv. If the work/service is incomplete the Owner reserves the right to draw from the surety to complete the said work/service to the Owner's specifications.

16.2 Disqualification

The Owner reserves the right to remove from future eligibility, to submit bids to the Owner any contractor which is in breach of its obligations.

17. EVALUATION OF PERFORMANCE

Upon completion of the Contract, the Owner may complete an evaluation of the Contractors' performance. A copy of this evaluation may be given to the Contractor. The evaluation shall be placed on file. This information may be made available to persons requesting Owner references for the Contract and also may be reviewed and may form part of the criteria when awarding future bids by the Owner.

The Contractor hereby authorizes the maintenance and release of this information.

18. INSURANCE

The Contractor shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Owner. The coverage shall include premises and all operations liability to be performed by the bidder. This insurance coverage shall be subject to limits of not less than _____ Million Dollars (\$,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

- 18.1 The policy shall include _____ as an additional insured in respect of all operations performed by or on behalf of the bidder.
- 18.2 The Contractor will be entirely responsible for the cost of any deductible which is maintained in any insurance document.

- 18.3 The Insurance Policy is to contain a clause that it shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Owner.
- 18.4 The Liability Insurance shall not contain any exclusions ~~of~~ or limitations in respect of shoring, tunneling, underpinning, raising or demolition of any building or structure, blasting, pile driving, caisson work, collapse of any structure or land from any cause.
- 18.5 Where applicable the Contractor shall carry standard automobile and non-owned automobile liability insurance and shall protect themselves against all liability arising out of the use of owned or leased vehicles, used by the bidder, its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than _____ Million Dollars (\$,000.000.00) per occurrence.

18.6 Additional Insurance Coverage

Required _____ Not Required _____

In addition to _____ the bidder shall name as co-insured the _____.

19. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Contractor shall submit to the Owner, prior to the issuance of the Contractor's last payment of each year, and at any other time when requested to do so, a statement from the Workers' Safety Insurance Board that all of the assessments the Contractor or any Subcontractor is liable to pay under the Worker's Safety Insurance Board Act ("WSIB Act") or successor legislation have been paid.

Bidders who have independent Operator Status under the WSIB Act shall submit a complete Independent Operator Status Questionnaire upon being awarded the Contract.

20. PAYMENT OF WORKERS

The Contractor shall pay or cause to be paid weekly/biweekly to every worker employed in the execution of the Contract, wages at not less than the following rates:

- 20.1 For workers employed in the execution of the Contract, who are in contractual relationship with a union, the minimum rate of wages shall be the union rate of wages in the particular district or locality in which the work is undertaken; or
- 20.2 For workers employed in the execution of the Contract, who are not in contractual relationship with a union, the minimum rate of wages shall be the current Fair Wage Schedules of the Labour Standards Branch, of the Ontario Department of Labour, in the particular district or locality in which the work is undertaken. Revisions made to the schedule during the course of the Contract shall apply from the effective date of such revisions and all additional resultant costs shall be borne by the Contractor.

21. EXAMINATION OF SITE

Bidders are required to satisfy themselves by personal visitation and examination of each site for the Work and of the existing conditions which may be encountered on or adjacent to the site, including without limitation, all underground/overhead utilities locations, surface and sub-surface conditions, existing structures on or adjacent to the sites, access routes and other conditions which may affect performance of the Work. The submission of a Bid shall be deemed proof that the Bidder has satisfied itself as to all the provisions of the Bid Documents and of all the conditions which may be encountered at the site, except any

condition that may not be reasonably inferred from any geotechnical evidence provided to the bidders or observable on a proper visual inspection or any other matter which may affect performance of the Work and no claims may be made by the Contractor based on the assertion by the Contractor that it was uninformed as to any of the conditions affecting the site or the provisions or conditions intended to be covered by the Contract. Claims for additional costs will be considered by the Owner if the Owner has identified incorrectly the location of utilities.

The Bidder shall accept sole responsibility for any error or neglect on his part in respect to the foregoing. No after claim will be allowed or entertained for any labour, equipment or material that may be required for the proper execution and completion of the Work, due to this failure to comply with the above.

22. LAWS AND REGULATIONS

The Contractor shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the police and fire departments, or other governmental authorities, and all C.S.A. approvals, if required. The Contractor shall obtain and pay for all necessary permits and licenses, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Contractor is called to any such violation on its part, or of any person employed or engaged by the Contractor, he/she shall immediately desist from and/or correct such violation.

23. SCHEDULE OF ITEMS AND UNIT PRICES

The Bidder also understand and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

24. PROVISIONAL ITEMS AND QUANTITIES

Items listed in the Bid as "Provisional Items", may or may not be required for completion of the Work called for under the Contract. The necessity for and/or actual quantities of these items will be determined by the Owner as the work progresses. Should any of these items be required, the Contractor will be compensated on the basis of the unit prices(s) quoted. In the event that any or all of these items are found not to be required, the Contractor may not claim extra payment for loss of anticipated profits or impact costs in relation thereto.

25. LIQUIDATED DAMAGES

Bidders shall have regard to the provisions for liquidated damages as provided in Section 1.3 of Document V, Special Provisions.

1. OCCUPATIONAL HEALTH AND SAFETY

- 1.1 The following requirements and conditions shall be included in all agreements with Contractors (and sub-Contractors) engaged by or on behalf of the Owner:
- i. Contractors with known poor safety records or with inadequate qualifications or equipment will not be considered for award;
 - ii. Contractors acknowledge that they have regularly read and understood the Occupational Health and Safety Act R.S.O. 1990, C. 0.1 (“OHSA”) and regulations, made under that statute;
 - iii. the Contractor shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations. Any such requirements established by the Owner shall be included in the tender documents and the Contractor agrees to assume full responsibility for the enforcement of same;
 - iv. the Contractor shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work;
 - v. the Contractor shall allow access to the work site on demand to representatives of the Owner provided that they are in full compliance of the Occupational Health and Safety Act and Regulations;
 - vi. the Owner will take all action necessary to support the Contractor’s health and safety efforts and to ensure that the Owner-owned and controlled environments in the vicinity of the project are free from hazards;
 - vii. the Contractor acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the Contractor or any of its Subcontractors may permit the Owner to elect to cancel the Contract; and
 - viii. the Contractor acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the OHSA by the Contractor or any of its Subcontractors will entitle the Owner to set-off the damages so assessed against any monies that the Owner may from time to time owe the Contractor under the Contract or any other contract whatsoever.
- 1.2 The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent(s) and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the OHSA and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- 1.3 Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the OHSA and associated regulations are complied with.

- 1.4 The Contractor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- 1.5 The Contractor shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not be limited to, procedures for entering a confined space on the work site.
- 1.6 The Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Owner.

2. SAFETY STANDARDS

It is the responsibility of the Contractor to work in a safe and orderly manner so as not to constitute any safety hazards. The following standards are some of the standards which must be complied with by the Contractor when working on the project:

- 2.1 the Contractor will be responsible for the placement of appropriate physical barriers between the work area, public and staff occupied areas;
- 2.2 the Contractor shall control pedestrian and vehicular traffic as required and in accordance with current manual of Traffic Control Devices;
- 2.3 when operating Equipment in a School Zone or Playground appropriate physical barriers and personnel shall be in place to ensure the safety of the public;
- 2.4 no loose clothing shall be worn in the vicinity of moving or rotating equipment;
- 2.5 the Contractor shall not operate or tamper with Owner's equipment unless given express permission to do so;
- 2.6 housekeeping standards are to be maintained in the work area and debris and material are not to be allowed to accumulate;
- 2.7 keep extension cords and hoses off the floor and out of traffic aisles and highlight any tripping, slipping, or bump hazards by using cones, hazard tape or other means appropriate to the situation;
- 2.8 the Contractor shall have and use a "Lock, Tag and Try" procedure that, as a minimum, meets the requirements of the Regulations made under the OHSA;
- 2.9 the Contractor is responsible for ensuring that all reasonable precautions for the protection and safety of workers in addition to those listed above are maintained;
- 2.10 the Contractor shall provide written notice to the Owner in advance of the need to close any exit or emergency exit, electrical system etc. that may affect a potential evacuation of an Owner's workplace or facility; and
- 2.11 the Contractor and the Owner shall communicate through a designated channel/liaison person at all times to avoid any confusion or misunderstanding.

3. CONTRACT PAYMENTS

- 3.1 Progress Payments

Monthly statements of progress payment are to be prepared by the Owner's representative based on the estimated or measured quantities of each item of work performed during the previous monthly payment period and agreed upon by the Contractor.

The Contractor shall, upon request by the Owner's representative, attend on site to measure and agree upon the quantities of the work performed. Should the Contractor fail to meet the request within two weeks time, the Owner's representative shall measure the quantities of the completed work in the absence of the Contractor and those quantities shall be deemed to be accepted and agreed by the Contractor as the quantities of work performed by the Contractor for that part of the Contract.

Ten (10%) percent hold back on each progress payment will be held in accordance with the Construction Lien Act, R.S.O., 1990 1c.C.30 (as amended).

3.2 Progress Reports

Monthly progress reports shall be submitted by the Contractor in a format acceptable to the Owner and include, but are not limited to the following information:

- i. work progress in the form of a Gantt Chart showing the baseline schedule and the percentage completion to date of each task/activity and the overall percentage progress of the contract;
- ii. areas where progress are on or ahead of schedule and areas where progress are behind schedule;
- iii. measures taken/proposed to be taken, where necessary, to bring the work progress back on schedule; and
- iv. any claims for extension of time due to unforeseen circumstances or extra payment due to changes in contractual obligations during the previous payment period.

Payments may be deferred, at the Owner's option, until the progress reports are submitted to the Owner's representative (Payment is Net 30 days);

4. ENVIRONMENTAL CONSIDERATIONS

The Contractor shall comply with all environmental legislation and restrictions in force until completion of the work. If such restrictions change after the award of the Bid any resulting increase in cost shall be borne by the Owner.

5. GUARANTEED MAINTENANCE AND WARRANTY

- 5.1 Upon completion of the Work, the Contractor shall maintain the work for a warranty period of 12 Months after the date of substantial completion to the satisfaction of the Owner/or Consultant, if any, both acting reasonably. The Contractor shall correct any imperfections due to material or workmanship. The decision of the Owner/or Consultant, if any, both acting reasonably, as to the nature and cause of any imperfections and the necessity for the type of repair shall be final. If the Contractor fails to comply with the direction from the Owner/or Consultant, if any, both acting reasonably, within five (5) Working Days or immediately in the case of an emergency the Owner/or Consultant, if any, both acting reasonably, may proceed under the Performance Bond or if it is holding a Letter of Credit, Cash or Certified Cheque, it may draw upon it and complete the required work at the Contractor's expense.

- 5.2 The warranty given pursuant to this section shall not limit extended warranties on any items of equipment or material called for elsewhere in the Contract.
- 5.3 The Contractor shall, before final payment is applied for, to the extent permitted by the manufacturer and supplier, assign to the Owner the benefit of any warranty by any manufacturers or suppliers in addition to the warranty as mentioned above.

6. RELEASE OF HOLDBACK

In accordance with the Construction Lien Act, *R.S.O. 1990, c. C30, (the "Act")* prior to release of the holdback the Contractor shall submit to the Owner the following documents;

- i. Workplace Safety and Insurance Board Certificate of Clearance dated after the commencement of the 45-day Lien period;
- ii. a standard Statutory Declaration; and
- iii. proof of publication of certificate of substantial performance of contract under Section 32 of the Act (as amended).

Upon receipt of the above documents and confirmation that the Contract is free of liens or unsettled claims, the holdback shall be released when permitted by the Act.

Notwithstanding the above, the Owner may retain a portion of the holdback as assurance for the rectification of any outstanding deficiencies in an amount no greater than 100% of the reasonably anticipated cost.

7. NON-WAIVER

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Contractor at any time or times in respect of any provision herein contained shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by the Owner save only for an express waiver in writing. Any work completed by the Owner required by this agreement to be done by the Contractor, after reasonable notice, shall not relieve the Contractor of its obligations to do that work or to reimburse the Owner for its actual cost to the Owner of having done it, including an allowance for normal overheads.

8. NON-ASSIGNMENT

Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Contractor without the prior written consent of the Owner. Such written consent however shall not under any circumstances relieve the Contractor of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Owner.

9. AGREEMENTS IN WRITING

In all cases of misunderstanding and disputes, verbal arrangements will not be considered. The Contractor must produce written authority in support of its contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Owner or in prosecuting any claim against the Owner.

10. DATE OF COMMENCEMENT

The Contractor shall commence the work within seven (7) Working Days of receiving written notification of award of the Contract, but not prior to submission of the appropriate contract documents and/or issuance of a Purchase Order (the Date of Commencement).

Should the Contractor find that they will be unable to commence the Work as specified above, they shall, prior to the expiration of said seven (7) Working Days, submit to the Owner in writing a request for extension of time and in its request shall show just cause why, in its opinion, the extension of time should be granted.

Upon receipt of such written request, the Owner's representative may, at its own discretion, if in its opinion such written request does not conflict with the best interests of the Owner, grant the required extension in full or any portion thereof, thereby fixing a new date from which the charging of Working Days shall be calculated,

Or

if in the opinion of the Owner, the Contractor has failed to show cause acceptable to the Owner or should such cause be not in the best interest of the Owner, any request for extension of time may be denied. The necessary action as stated in Section 9 of Document I, Instructions to Bidder, 'Execution of Contract Upon Award', shall apply.

In any event, the decision of the Owner in this matter shall be final and binding.

11. TIME FOR COMPLETION

The Contractor shall complete the Work by the Date of Completion or within the allowed number of consecutive Working Days from the Date of Commencement, whichever is specified in the as set out in Document V.

The Contractor is deemed to have thoroughly understood the requirements for completing the Work within the specified time for completion and allowed for any additional and/or augmented daylight shifts in its bid should it be in its opinion that there may not be sufficient time for completion by working a normal number of hours each day or week on a single daylight shift basis. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid and no additional compensation will be allowed.

Working time shall be charged until the date of acceptance of the Work by the Owner at which time all work required in the contract, including all final cleanup shall be completed.

If the contractor is delayed in the completion of the Work by any one or more of:

- i. any negligent act of the Owner or any Owner employee;
- ii. other utility Contractors such as - telephone, cable, gas, hydro contractors unless otherwise stated; other than delay caused by timing of Contractor's request for work to be done by the utilities;
- iii. any cause beyond the reasonable control of the Contractor or by acts of God or of the Public Enemy Acts of the Province or of any foreign state, fire, flood, epidemics, quarantine restrictions, embargoes or delays of suppliers due to such causes;

then the time for completion shall be extended in writing at any time on such terms and for such period as shall be determined by the Owner, in consultation with the Consultant, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract.

An application by the Contractor for an extension of time once the Work has been commenced shall be made to the Owner in writing within five (5) Working Days of the occurrence of the incidence causing the delay. In the event such application is approved by the Owner, and as a condition thereof, all bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage to the date of any extension of time granted and the Contractor shall furnish the Owner with evidence of such amendment by the Surety. Where such extension is caused through the negligence of the Owner, however, any cost to extend such bonds or other surety, shall be for the account of the Owner.

If the time for completion of the Contract is affected by additional Work, the Owner will increase the number of Working Days established in the original contract to compensate for such work.

12. EMERGENCY TELEPHONE NUMBER

Prior to commencing, the work, the Contractor shall provide the Owner with the name(s) and telephone number(s) of its representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the contract.

13. MEETINGS

The Contractor's representative(s), as requested by the Owner, shall attend all meetings required prior to and or during the project. This shall include all pre-construction and regular project meetings and emergency meetings.

Prior to commencement of Work, the Contractor shall attend a pre-construction meeting with the Owner's representatives to establish site protocols, emergency contacts. The Contractor shall prepare and submit at the pre-construction meeting, a detailed construction schedule in the form of a Gantt Chart showing the tasks/activities start and completion dates, milestones and critical activities to meet the specified Completion Date. Such schedule shall be reviewed by the Owner's representative and, when accepted, shall form the baseline for monthly tracking of the Work progress.

The Contractor's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

14. HOURS OF WORK

The hours of work shall be adhered to by the Contractor, and shall be 0700 hours (7:00 a.m.) to 1900 hours (7:00 p.m.).

A "Working Day" is defined in "Definitions".

The Contractor shall not carry on its Work under the Contract on a day other than a Working Day, without permission in writing from the Owner, except in case of emergency whereby retrospective approval is required. The Contractor acknowledges that its Bid has been based on this normal working day and hours requirements.

Should the Contractor wish to carry on its operations on a day other than a Working Day, that is a holiday on which the Owner's employees are not required to work, written application for approval shall be made at least twenty-four hours (24 hrs) in advance of such event. Such permission may or may not be granted at the discretion of the Owner and no claim for extension of time may be made should permission not be granted. If the Contractor is granted permission by the Owner to perform work during a day other than a

normal working day or works in an emergency situation, the Owner may recover from the Contractor, all cost incurred with the granting of the request, including but not limited to the overtime payment of Owner's inspection staff.

15. DAMAGES

If the Contractor fails to meet the time for completion specified in the contract or subsequent amendments, the Contractor shall be liable to the Owner for all damages arising from such defaults.

16. CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, Subcontractors, any persons employed by it, or under its control: (1) arising from the execution of the Work; (2) by reason of the existence, location, condition of any materials, plant or machinery used thereon or therein; or (3) which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract. The Contractor agrees to indemnify and hold the Owner harmless from any such damages, losses, or expenses, or claims by third parties, including any legal costs incurred by the Owner in connection therewith on a full indemnity basis. .

17. SURVEY LAYOUT

The Contractor shall be responsible for survey layout.

The Owner shall at any time during construction have the right to check the construction layout for accuracy. If any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignment of any part of the Work, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Owner. The checking of the setting out of any line or level by the Owner shall not in any way relieve the Contractor of its responsibility for the correctness of the Work.

The Contractor shall supply the Owner with a copy of all necessary information to enable it to use the Contractor's field layout. All information, both on work sheets and on stakes, shall be neat and legible.

18. PROVISION RESPECTING SURVEYOR'S STAKES OR MONUMENTS

When under the contract the area in which the work is being constructed has been surveyed and stakes have been placed or monuments set for construction of legal boundaries, it shall be the duty of the Contractor and its employees to ascertain the location of these stakes and/or monuments and to protect them. Any legal stakes or monuments denoting lot or street limits which may become moved or disturbed by the Contractor's operations must be reset and their location again certified by an Ontario Land Surveyor and at the Contractor's expense. Should the Contractor fail to have these stakes reset promptly, the Owner may hire an Ontario Land Surveyor to do so. All costs in connection therewith shall be paid by the Contractor to the Owner before the final payment is made under this contract or in the alternative, said cost may be deducted from the Contractor's progress payments.

19. TRAFFIC CONTROL AND PEDESTRIAN AND VEHICULAR ACCESS

Prior to commencement of the work, the Contractor shall prepare and submit to the Owner at the pre-construction meeting for approval a traffic management plans to ensure that vehicular and pedestrian traffic is maintained/controlled in a safe and orderly manner and in accordance with the contract requirements and Regulations.

A minimum of one lane of traffic and safe pedestrian access must be maintained and controlled at all times during construction. When the day's work is completed, all traffic lanes in each direction shall be resumed unless otherwise stated.

The safe control of traffic through the project shall be the sole responsibility of the Contractor and shall be in accordance with the M.T.O. Manual of "Uniform Traffic Control Devices".

The Contractor shall maintain the local roads through the duration of the Contract along the local residential streets free of mud, dust, debris, potholes, etc. caused by the work.

The Contractor shall maintain at all time safe pedestrian and vehicular access to properties, businesses and residences for the duration of the Contract.

All work necessary to ensure vehicular and pedestrian access through the project and to the residences and businesses shall be the responsibility of the Contractor at no additional cost to the Owner.

20. HAUL ROADS

The Contractor shall only use the haul roads allowed in the Contract for access to the work site.

If any public road to be used as a haul road is damaged by construction traffic, the Contractor shall perform such work on the haul road, as necessary to provide safe passage and control of traffic thereon and shall on completion of the hauling operation, place such material and perform such work as ordered by the Owner to restore the road to its original condition without delay.

The Contractor shall consider access for the delivery of materials, equipment and the movement of such equipment in the preparation of bid prices for the Work. No claim or request by the Contractor for additional monies in this regard will be considered.

21. PRIVATE DRIVEWAYS

The Contractor shall at no time use any private driveway for the purpose of turning or storing of any trucks, cars, equipment or any vehicles used by its employees or sub-Contractors' employees.

22. RESTRICTION OF USE OF HYDRANTS

The Contractor shall not make use of or interfere with any hydrant without the approval of the Owner, who in granting such approval, may charge such fee and make such regulations, as it deems necessary to safeguard the Owner's interest.

23. RESTORATION

The Contractor shall restore all features damaged or destroyed during the construction of the services under this contract to the satisfaction of the Owner and at no cost to the Owner.

24. SITE DRAINAGE

The Contractor shall be responsible for maintaining good site drainage until the project is complete.

25. UTILITIES

- 25.1 The location of the utilities as shown on the Contract Drawings are approximate only and the Owner does not warrant the completeness or correctness of the information shown. The Contractor shall verify the completeness and correctness of utilities information in the field, by contacting utility companies, and shall exercise the necessary care in work operations, to take such other precautions as may be necessary to safeguard the utilities from damages and to repair any utilities damaged during work at no cost to the Owner. The Contractor shall notify any discrepancy of utility information to the Owner forthwith .
- 25.2 The Contractor shall request and obtain locates from Hydro Vaughan Distribution Inc. prior to any excavation. All excavations near the vicinity of any underground electrical utility shall be conducted in accordance with Hydro Vaughan Distribution Inc. policy/standards.

26. DEWATERING EXCAVATIONS

All underground service and structure shall be constructed under a dry condition. The Contractor shall make all provisions necessary to prevent flow of water into the excavation and shall provide and keep in operation on each section of the work when and where necessary, dewatering systems of sufficient capacity to keep the bottom of the excavation of trench dry and free from water at all times until the section of work has been completed. He/She shall provide for the disposal of the water removed from the excavation so that it will not be injurious to public health, private property or to any operation of the work completed or under construction by the Contractor or others.

The Contractor shall note that the Ontario Water Resources Act requires that a permit be obtained for taking water in excess of 50,000 litres/day from any ground or surface source of water supply. The Contractor shall apply for and obtain such permit prior to implementation of the dewatering operation and at no extra cost to the Owner.

The Contractor shall also provide drawings of any dewatering system it proposes to use for review and approval by the Owner.

The Contractor shall take all necessary precautions to prevent damage to any work during and after construction, and will be responsible for the repair thereof.

The Contractor shall be solely responsible for all the cost of installation, operation, maintenance and removal of the dewatering system necessary to accomplish the work.

27. INSPECTION AND TESTING

- 27.1 The inspection of all bid items will be carried out by the Owner or the Owner's consultant to determine whether or not they meet the requirements of the bid document.
- 27.2 Any material or workmanship which fails in any way to meet the terms of the bid document is subject to rejection or to be purchased on an adjusted price basis. The decision of the Owner shall be final.
- 27.3 All cost associated with the inspection or testing of any service/material that does not meet the Owner's specification, shall be charged to the Contractor.
- 27.4 The Contractor shall give 24 hours notice of any operation that will require either inspection or measurements by the Owner.

28. ALTERATIONS AND AMENDMENTS

- 28.1 Owner shall have the right at any time to order changes in the work in accordance with the Conditions of Contract. Any such change shall be made pursuant to a Contract Change Order Form executed by Contractor and Owner prior to Contractor undertaking work pursuant to this Change Order.
- 28.2 Except as stated in the Contract Change Order, the Work shall remain unaltered and the rights and obligations of the Parties shall remain unaltered and in full force and effect. Each Contract Change Order shall set out the change in Work. The cost of such change, including costs to the Contractor of the remaining work shall not impact on the schedule. Each Contract Change Order, unless otherwise specified, shall be deemed to incorporate the terms and conditions of the Contract and shall be deemed to be part thereof.

DEPARTMENT TO FILL IN THEIR OWN CONDITIONS

1. GENERAL SPECIFICATIONS AND STANDARD DRAWINGS

Subject to the requirements of Clause 2, the Work in the Contract shall be performed in accordance with the latest revision of the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD). These Standard Specifications and Standard Drawings, where applicable, shall form part of this Contract.

It is the Bidder's responsibility to obtain up-to-date copies of the OPS Specifications and Drawings.

2. SPECIAL SPECIFICATIONS

Other Owner Standard Drawings and other special drawings and special provisions included in the Contract shall, when in conflict, take precedence over the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD).

3. LIST OF SPECIFICATIONS AND STANDARD DRAWINGS

A list of the OPSS and OPSD and other Owner Standard Drawings relevant to the contract is included in the Appendix. The list is prepared for reference only and should not be considered as an exhaustive list of all the specifications and standards that are applicable to this Contract. Any errors or omissions shall not be used as grounds for any claims whatsoever.

EACH DEPARTMENT TO FILL IN THEIR OWN SPECIAL PROVISIONS

THE CORPORATION OF THE CITY OF VAUGHAN

BID NUMBER: TO3-_____

FOR: _____

THIS BID IS SUBMITTED BY: _____

ADDRESS: _____

POSTAL CODE: _____

TELEPHONE _____ FAX NO: _____

E-MAIL ADDRESS (if applicable) _____

BIDDERS G.S.T. NO.: _____

NAME OF AUTHORIZED PERSON(S): _____
(print)

POSITION(S) OF THE PERSON(S): _____
(print)

To The Corporation of the City of Vaughan, Hereafter called the "Owner":

I/WE _____ the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed works, as well as all the Contract Documents (including any Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one(s) bidding has any interest in this bid or in the contract proposed to be undertaken.
3. THAT this bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.
4. THE Bidder represents that no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said bid are in all respects true accurate and complete.
6. THAT I/WE do hereby bid and offer to enter into a contract to do all the work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, G.S.T. and P.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the bid herein.
7. THAT Addendum/Addenda No. ___ to ___ inclusive relating to the said contract have been received and the Bidder hereby accepts and agrees to the same as forming part and parcel of the said contract.
8. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the work and any quantities exceeding those shown will be added.
9. THAT this bid is irrevocable and open for acceptance until sixty (60) Working Days have elapsed from Closing Time. The Owner may at any time within that period, without notice, accept this bid whether previously any other bid has been accepted or not.

10. THAT if I/WE withdraw this bid in contravention of section 9.a) above, the Bid Security shall be forfeited to the Owner.
11. THAT the awarding of the contract, by the Owner is based on this submission, which shall be an acceptance of this bid.
12. THAT if the bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of award. If I/We fail to do so, then as in Section 10 above, my/our Bid Security shall be forfeited to the Owner and the Owner may accept the next lowest or any bid or advertise for new bids, or carry out completion of the Work in any other way it deems best and I/WE also agree to pay to the Owner the difference between this bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new bids, in excess of the Bid Security, and shall indemnify and save harmless the Owner and their officers, agents and/or employees from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.
13. THAT I/WE agree to save the Owner, its officers, agents, and/or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the bidder is not the patentee, assignee, or licensee.
14. THAT I/WE propose to engage the sub-contractors and obtain materials and equipment from the bidders and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Bidders and Manufacturers"
15. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the bid document.
16. I/WE acknowledge that we will perform all work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy, which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

17. THE TOTAL BID PRICE (INCLUDING TAXES): _____

_____ DOLLARS(\$ _____)
in lawful money of Canada.

The undersigned affirms that it is duly authorized to complete this bid by signing it.

BIDDER'S SIGNATURE AND SEAL: _____

SIGNATURE: _____

POSITION: _____

WITNESS: _____

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed and the words added "I have authority to bind the Corporation")

DATED AT THE _____
(City/Town)

THIS _____ DAY OF _____ 20 _____.

SCHEDULE I

ITEMS AND UNIT PRICES

The bidder hereby bids and offers to enter into the contract referred to and to supply and do all or any part of the work which is set out or called for in this bid, at the unit prices, and/or lump sums, hereinafter stated. The bid amount shall include all costs incurred, including PST and excluding GST.

QTY.	DESCRIPTION	UNIT PRICE	GST	TOTAL
-------------	--------------------	-------------------	------------	--------------

SCHEDULE II**LIST SUB-CONTRACTORS**

State OWN FORCES if a sub-Contractor is not required for any of the trades listed; otherwise name work and sub-Contractor proposed to be used.

The Owner reserves the right to approve all proposed Sub-Contractors and where the Owner objects to the use of any proposed Sub-Contractor, the bidder shall use another subcontract bidder acceptable to the Owner. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract award shall be subject to the approval of the Owner.

The awarded bidder may be required to produce schedule of references for all or any proposed Sub-Contractors.

The awarded bidder shall only use those Sub-Contractors approved by the Owner and shall be held fully responsible to the Owner for the acts and omissions of its sub-Contractors.

TYPE OF WORK	SUB-CONTRACTOR	CONTACT NUMBER NAME &

SCHEDULE III

LIST REFERENCES

State OTHER OWNERS WHICH HAVE BEEN SUPPLIED/SERVICED by the bidder within the last five (5) years for projects of a scope and nature similar to the project described in this Call for Bids. The awarded Bidder may be required to produce schedule of written references upon request.

DESCRIPTION OF WORK	CONTACT NAME & NUMBER

SCHEDULE IV

SURETY CONSENT FORM

(Agreement to Bond)

(This Form is to be completed by an Ontario Based Surety Company and/or Canadian Chartered Bank)

In consideration of the City of Vaughan hereafter referred to as the "Owner",

We the undersigned, hereby undertake and agree to become bound as Surety for:

(Name of Principal)

hereafter referred to as the "Principal", in the form of a Performance Bond/Letter of Credit in the amount of one hundred percent (100%) of the total Bid amount and conforming to the Instructions of this Bid attached hereto, for the full and due performance of the work(s) shown and described herein, of the Bid for:

T_____

Such surety is accepted by the "Owner" to provide a warranty period hereafter required for the said work, after final completion.

Subject to the express condition by the "Owner" of this agreement that if the above mentioned Bid is accepted, application for the necessary Bonding requirements, must be completed with the undersigned within Seven (7) working days of notification of acceptance of the Bid related hereto, otherwise this agreement shall be null and void.

As witness our Corporate Seal, testified by the hand of the proper officer thereunto duly authorized.

DATED this _____ day of _____ 20 _____

(Name of Surety Company/Canadian Chartered Bank)

(Signature of Officer)

(Position held)

THIS INDENTURE made in triplicate this _____ day of _____ 20_____

BETWEEN:

THE CORPORATION OF THE CITY OF VAUGHAN hereinafter called the "**Owner**", the party of the FIRST PART

-AND-

hereinafter called the "**CONTRACTOR**", The Party of The SECOND PART WHEREAS the Owner has awarded to the Contractor the Contract for the repair/construction/supply of:

T_____
DESCRIPTION

According to plans, specifications and general requirements herein referred to, the Contractor having put in a Bid therefore, a copy of which is hereto annexed, which Bid was accepted by

the Owner on the _____ day of _____ 20_____

at a total Bid price of \$_____.

NOW THEREFORE THESE PRESENT WITNESS that the Contractor does hereby covenant and agree with the Owner in the manner following namely:

1. To execute and perform the whole of the Work herein mentioned with due expedition and in a thoroughly professional manner in strict accordance with the provisions of this Contract and the Contract Documents (which are identified by the signature of the Contractor, and are made part of this Contract as if embodied herein) and thereafter to maintain the same as therein provided and that in the execution and performance of the Work, the Contractor will carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in the Contract Documents to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated herein.
2. To indemnify and keep indemnified and save harmless the Owner and each of its officers, employee, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Owner, its officers, servants and agents and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Owner, its officers, servants and agents by reason of or on account, or in consequence of the execution and performance of the Work or of the non-execution or imperfect execution thereof or of the supply and non-supply of plant or material therefore.
3. To pay to the Owner on demand, all loss and costs, damages or expenses which may be paid, sustained or incurred by the Owner or any of its officers, servants or agents in consequence of any such action, suit claim, lien, execution or demand and any monies paid or payable by the Owner or any of its officers, servants or agents in settlement or in discharge thereof or on account thereof and that in default of such payment all such loss, costs, damages and expenses and any monies so paid or payable by the Owner, its officers, servants or agents and also any monies payable by the Contractor under this or any other

Contract or may be recovered from the Contractor or the surety named in the Contract Security hereto attached in any court of competent jurisdiction as monies paid at their request.

4. AND the Contractor hereby authorizes and empowers the Owner or its solicitor for the time being, to defend, settle or compromise any such actions, suits, claims, liens, execution or demands as the Owner or its solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Owners or its solicitor and shall pay on demand the reasonable costs of defending, settling or compromising any such actions, suits, claims, liens, executions or demands as the Owner may deem it expedient to defend, settle or compromise and that in default of such payment the same may be deducted from any monies payable by the Owner to the Contractor on any account whatever. Provided, however, that the Contractor may at the expense of the Contractor, subject to the consent of the Owner take charge of and conduct in the name of the Owner, the defence to any such action, claim or suit.
5. The Owner covenants with the Contractor that if the Work, including all authorized extras in connection therewith, shall be duly and properly executed as aforesaid and if the Contractor shall carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulations, provisions, terms and conditions of this Contract and the Contract Documents, and subject to the terms and conditions of this Contract and the Contract Documents the Owner will pay the Contractor therefore the sums calculated in accordance with the actual measured quantities and unit prices mentioned in Bid and for such extra Work at the rates or unit prices mentioned in the Bid (which are to apply to all extras of the character specified in the schedule of rates or unit prices forming part of the Bid), such payments to be made subject to deductions in relation to the holdbacks and liquidated damages referred to in the Contract Documents based upon estimates or certificates signed by the Owner issued in accordance with and made part of this Contract, PROVIDED that no money shall become due or be payable under this Contract unless and until an estimate or certificate therefore shall have been signed by the Owner as herein provided the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof, PROVIDED that the Owner shall not be liable or compelled to pay for any extras or additional work not included in this Contract, and the Contract Documents except only in the manner and as provided for herein, PROVIDED ALSO that the Owner shall not be liable or compelled to grant or issue any estimate or certificate for Work rejected or condemned by the Owner or to pay any money therefore until the Work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the Owner and it is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder shall not be construed as an acceptance of any bad or defective work or material, to which the same relates or as an admission or liability to pay any money in respect thereof and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to or discovered by the Owner at the time such estimate or certificate was granted, or monies paid thereon.
6. AND it is understood and agreed between the parties hereto as follows:

THAT this Agreement and covenants and conditions herein, and in the Contract and Contract Documents contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Contractor and the Owner respectively.

7. IN this Agreement, and in the Contract, of which this Agreement forms a part, the words "Bid", "shall", "may", "herein", "Work", "Contract", "Contract Documents", "Contract Security", "Contractor", "Owner", and the words used in the singular number or the masculine gender shall have the meaning and effect given to them in the Contract Documents where indicated, or in the Interpretation Act as amended.

IN WITNESS THEREOF, the Contractor and Owner have hereunto signed their name and set their seal on the day first above written.

CONTRACTOR

SIGNED, SEALED AND)
DELIVERED in the:)
presence of)

By: _____

Position: _____
(I have authority to bind the Company)

Witness: _____

THE CORPORATION OF THE CITY OF VAUGHAN

George A. Wilson, C.P.P., C.P.M., CMM)
Director of Purchasing Services)

Per: _____
Michael Di Biase, Mayor

Per: _____
John D. Leach, City Clerk

Change Order Form

Notice of “No Bid”

Sample Form “Letter of Credit”

CONTRACT CHANGE ORDER NO.

DESCRIPTION: _____ PURCHASE ORDER No.: _____

REQUESTED BY: _____ DEPARTMENT: _____

The following description of work(s) and/or material(s), associated cost(s) have been approved and agreed upon by both signing parties;

The authorized changes, as stated, are subject to all provisions of the contact:

- 1. Revised Contract Price \$ _____
- 2. GST \$ _____
- 3. Sub Total Extra's \$ _____

With a completion and/or delivery date of _____ / _____ weeks.

Made this _____ day of _____ 20_____.

Original Contract Price: \$ _____

THE ABOVE MENTIONED CONTRACT IS HEREBY AMENDED BY SUM OF:

With a completion and/ or delivery date: _____

The Corporation of the City of Vaughan

Contractor/Supplier

PER: _____

PER: _____

POSITION: _____

POSITION: _____

NOTICE OF "NO BID"

THE CORPORATION OF THE CITY OF VAUGHAN

BID NO.: _____

CLOSING DATE: _____

IMPORTANT - PLEASE READ THIS

It is important to the City to receive a reply from all invited bidders. There is no obligation to submit a Bid; however, should you choose not to bid, completion of this form will assist the City in determining the type of goods or services you are interested in bidding on in the future.

INSTRUCTIONS

If you are unable, or do not wish to bid on this Contract please complete the following portions of this form. State your reason for not bidding by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Contract document. Return the completed form **via fax 905-832-8522** prior to the official closing date.

- | | | | |
|---|--------------------------|---|--------------------------|
| 1. We do not manufacture/supply this commodity | <input type="checkbox"/> | 6. Quantity/job too small | <input type="checkbox"/> |
| 2. We do not manufacture/supply to this specification | <input type="checkbox"/> | 7. Cannot meet delivery /completion requirements | <input type="checkbox"/> |
| 3. Unable to quote competitively | <input type="checkbox"/> | 8. Agreements with distributors/dealers do not permit us to sell direct | <input type="checkbox"/> |
| 4. Cannot handle due to present plant/work load | <input type="checkbox"/> | 9. Licensing restrictions | <input type="checkbox"/> |
| 5. Quantity/job too large | <input type="checkbox"/> | | |

Other reasons or additional comments:

Do you wish to bid on these goods/services in the future? Yes No

COMPANY NAME	
ADDRESS	
SIGNATURE OF COMPANY REPRESENTATIVE	
POSITION	
DATE	TEL. NO.
PLEASE USE THE ENCLOSED ENVELOPE	

FOR THE MUNICIPALITY'S USE ONLY - DO NOT WRITE IN THIS SPACE

SAMPLE FORM "LETTER OF CREDIT"

THE BANK OF: _____

DATE: _____

The Corporation of the City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario
L6A 1T1

Dear Sirs:

We hereby authorize you to draw on _____ for the account of _____
(Bank's Name) (Owner's Name)
up to an aggregate amount of \$CND _____, available on demand as follows:

Pursuant to the request of our customer, the said _____, we, _____
(Owners Name) (Bank's Name)

hereby establish and give to you an irrevocable Standby Letter of Credit in your favour in the total amount of \$CDN _____ which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customers to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to, _____ at such time as a written demand for payment
(Bank's Name)
is made upon us a statement signed by you stating that monies drawn under this Letter of Credit are drawn pursuant to an Agreement

dated _____, 20____, between _____ and the Corporation of the City of Vaughan

and that the said monies will be used to fulfil the obligations of _____ under the said
agreement (Owner's Name)

Re: _____
(Bid No.) (Description of Work)

Any written demand for payment under this credit must bear an intimation that it has been drawn under Letter of Credit Number _____, issued by the _____, dated _____, 20 _____.
(Bank's Name)

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended for one (1) year from the present or any future expiration date hereof, unless thirty (30) days prior to any such date we shall notify you in writing, by Registered Mail, that we elect not to consider this Standby Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn will be retained and used to meet obligations incurred or to be incurred in connection with the above Agreement.

We hereby covenant with drawers, drawn under and in accordance with the terms of this credit that the same will be duly honoured if drawn and negotiated on or before

_____, 20_____.

For: _____
(Bank's Name)

(Branch Number)

(Address)

(Telephone)

(Signature of Officer)

Revised Sept. 27/02

No:PP-125 Revision No.:	Issue Date: 10.2000 Review Date: May 31, 2004	Page: 1 of 2 Reviewed By: George Wilson	Date:
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- I. Purpose: To establish a procedure for accepting sealed bids (tenders) in the Purchasing Services Department.
- II. Scope: This procedure applies to all Sealed Bid (Tender) Envelopes submitted to the City of Vaughan and Vaughan Public Library Board and Hydro Vaughan Distribution Inc.
- III. General: The Director of Purchasing Services is responsible for implementation of this procedure.
- IV. Procedure:
 1. Bid (Tender) envelopes will be received at the front counter, located in the Purchasing Services Department by the Purchasing Services staff. The seal bid envelope provided by the City, must be submitted by the bidder and Time Stamped by the Purchasing Services Department at the Designated Location no later than 15:00:00 hours (3:00:00 p.m) local time, on the specified closing date (the Closing Time). Late bids will not be accepted. Purchasing Services staff will time and date stamp and take a photo copy of the late bid envelope for tender file, and will be returned to the Bidder unopened.
 2. Bid(s) (tenders) received shall be sealed in the bid (tender) envelope provided by the City. (If a bidder submits a Bid (Tender) in other than the envelope provided, the staff person shall refuse the Bid (Tender) "as is" and provide the bidder with a proper envelope to transfer their Bid (Tender) into).
 3. Upon receipt of the Bid (Tender) envelope, the staff shall time and date stamp the Bid (Tender) envelope and request the bidder to initial the envelope.
 4. The staff person shall enter the name of the bidder on a Bid (Tender) Submission Form prior to placing the bid (tender) envelope into the bid (tender) box.
 5. WITHDRAWAL OF BID (Attachment No. 1)
 - 5.1 A Bidder may request that their Bid be withdrawn prior to Closing Time on the date of the call for Bids. Withdrawal requests must be on the Bid Withdrawal Form, included in the Bid Documents, executed by an Authorized Person and addressed to the Director of Purchasing Services by facsimile transmission or delivered in person to the Designated Location. Telephone or e-mail requests will not be considered.

- 5.2 Notwithstanding Section 5.1, in some instances, several bid calls on different projects, in addition to and separate from this Call for Bids, are opened on the same day. If a Bidder has submitted bids for several contracts opening on the same day, and its bid is the lowest on a particular call for bids, the Bidder may withdraw any of its remaining bids not yet opened, by having an Authorized Person execute the Bid Withdrawal Form and delivering it to the person officiating the opening of the Bids.

Bids may only be withdrawn by the low bidder at the conclusion of the reading out of the previous separate bid call, but prior to the other bid calls being opened.

Bids withdrawn under this procedure will not be reinstated under any circumstances.

If more than one bid is received under the same name for the same contract and no Bid Withdrawal Form has been received, the Bid contained in the envelope bearing the latest date and time shall be considered the intended bid. The first Bid received shall be considered withdrawn and returned to the Bidder.

6. On the Bid (tender) Closing Date, the Purchasing Official shall ensure the accuracy of the Bid (Tender) Time Clock.
7. The Purchasing Official(s) or Designate and a Clerk shall, no less than five (5) minutes prior to the closing time, be positioned at the Front Counter in order to receive any last minute Bid (Tender) submissions and ensure that there is no congestion at the Bid (Tender) Submission Counter.
8. Only Bids (Tenders) received and Time Stamped by 15:00:00 hours (3:00:00 p.m.) will be valid Bid Submissions.

Attachment No. 1

BID WITHDRAWAL FORM

Prior to Closing Time & Date

During Bid Opening

DATE: _____ TIME: _____

BIDDER: _____

ADDRESS: _____

PHONE: _____

BID NUMBER: _____

DESCRIPTION: _____

I/We _____ hereby request to withdraw my bid submission for Bid No. _____.

Furthermore, I/we understand that I/we may not subsequently revoke this request.

CITY OF VAUGHAN

Received by; _____)

Signed _____)

Position _____)

Date _____)

BIDDER

Signed _____)

Position _____)

Witness _____)

BID OPENINGS – TENDER

PROCEDURES

No: PP-130	Issue Date: 10.2004	Page: 1 of 3
Revision No.:	Review Date: May 31, 2004	Reviewed By: George Wilson
		Date:

- I. Purpose: To establish a procedure of opening public bids-Tenders.
- II. Scope: This procedure applies to all public bids (tenders), issued by The City of Vaughan, Vaughan Public Library Board and Hydro Vaughan Distribution.
- III. General: The Director of Purchasing Services is responsible for all public bids (tenders) issued by the Purchasing Services Department. This responsibility also includes all aspects related to the bidding (tendering) process, from issuing of a bid (tender) to the opening of the same. In order to maintain conformity, the following procedure will be adopted for public bid (tender) openings.

IV. Procedure:

OPENING BIDS (TENDERS)

1. The Purchasing official will open the Bid (Tender) Box, with a Clerk, directly after the closing time and remove those envelopes pertaining to the **BID (TENDER) NUMBER TO BE OPENED** and sort them in order according to the Bid (Tender) Submission Sheet.
2. The number of bids (tenders) taken from the Bid (Tender) Box are to be checked against the Bid (Tender) Submission Sheet (Attachment 1).
3. The Clerk will type the Bidder's name on the Preliminary Bid (Tender) Results Summary Sheet. (Appendix 3)
4. The Bids (Tenders) will be taken to the Bid opening and be kept in the presence of the Purchasing staff at all times.
5. The Bids (Tenders) opening will commence at 3:30:00 p.m. on the date the Bid (Tender) is closed. Purchasing staff involved in the opening shall be expected to be on time for the opening.
6. Bidders in attendance must sign the "Attendance Form" (Attachment 2).
7. All in attendance at the Bid (Tender) opening will be issued an Preliminary Bid (Tender) Results Summary Sheet. (Attachment 3).
8. Purchasing official overseeing the opening states the Preliminary Bid (Tender) opening process will now begin and will read out the Bid (Tender) number and project name.

9. The Bid (Tender) number and Description shall be stated to the Bidders in attendance. Where there are several Bids (Tenders) being opened on the same day, the bid (Tender) with the most Bidders present will be opened first.
10. The Bid (tender) envelope will be opened and all contents removed. Bid (Tender) Security are to be separated from the Bid (Tender) Form.
11. The Purchasing official shall check the Bid (Tender) Form for signature(s)/Corporate Seal, read out the Bid (Tender) prices depending on how the Bid (Tender) was called and to be awarded-LUMP SUM, UNIT BID (TENDER) PRICE OR PART A, B, C, and record the price(s) on the preliminary bid (Tender) Results Summary Sheet.
12. The Purchasing official and a witness (department representative, etc.) shall initial the disclosed Bid (Tender).
13. Mark a horizontal line through all "NO BIDS (TENDERS)" and write N/B in the Bid (Tender) Amount Column.
14. Mark diagonal lines through the blank space at the bottom of the PRELIMINARY BID (TENDER) RESULT SUMMARY SHEET.
15. Initial the PRELIMINARY BID (TENDER) RESULT SUMMARY SHEET prior to completing the Bid (Tender) Opening process.
16. Purchasing official shall close the Preliminary Bid (Tender) opening by:
(1) advising those in attendance the Bids (Tenders) will be analyzed by appropriate departmental staff; (2) thank all in attendance.
17. Bid (Tenders) security (bonds/cheques) is to be secured by the Purchasing official and/or assistant and returned to the Purchasing Services Department for registration.
18. Bids (Tenders) are to be checked for compliance (required documentation has been submitted), numbers calculated and checked for accuracy. Purchasing official checking the Bid must sign and date the Bid form.
19. The Purchasing Clerk will be requested to make photocopies of ALL Bid (Tender) submissions to be ready by 11:00a.m. the next day for the user department.
20. The Purchasing Clerk will be requested to place the preliminary Bid (Tender) results of the Three (3) lowest Bid (Tender) prices on the Voice Bulletin Board.
21. The Purchasing Clerk will be requested to post the preliminary Bid (Tender) results on the ETN of the three (3) lowest qualified bids (tenders).
22. The Purchasing Clerk will distribute a copy of the preliminary Bid (Tender) results to all clerical staff.
23. The Purchasing Clerk will arrange for secure storage and logging of all Bid (Tender) Deposits.

24. The Purchasing Clerk will type the results of the bid (tender) opening and sent to the Mayor and Members Council.
25. The Purchasing Clerk will send a letter to the lowest qualified bidder requesting that a NEER/CAD form be submitted (if applicable).
26. The Purchasing Clerk will file the Bids (Tenders) in the filing cabinet under the appropriate Bid (Tender) number.

PURCHASING SERVICES DEPARTMENT BID SUBMISSION SHEET

ATTACHMENT NO. 1

Bid Number: _____ Contact/Department: _____

Closing Date: _____ Closing Time: 15:00:00 hours (3:00:00p.m.)

Description: _____

Bid Issued By: _____

Company Name / City of Bidder	Company Name / City of Bidder

**PURCHASING SERVICES DEPARTMENT
 BID (TENDER) OPENING ATTENDANCE SIGN-IN FORM**

BID NO. _____

DESCRIPTION _____

CLOSING DATE/TIME _____ / 15:00:00 hrs.

Company Name (print)	Signature

**PURCHASING SERVICES DEPARTMENT
PRELIMINARY BID (TENDER) RESULTS SUMMARY SHEET**

Bid No.: _____ COV VPL HVDI Closing Date: _____

Description: _____

CONTRACTOR/SUPPLIER	BID AMOUNT	RATING

REQUIRED SIGNATURES

Purchasing Representative: _____ Department Representative: _____

Note: Preliminary Bid Results Summary Sheet must be attached to bid information sheet after bid opening.