

# TENDER DOCUMENTS

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## REQUEST FOR TENDER # 2022-XXX

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**Contract # XXXXXX**

**#Project Name**

**#Project Limits**

**#Project Description**

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### **ELECTRONIC BID SUBMISSIONS ONLY**

**Bid Submissions shall be received by  
the Bidding System no later than:**

**Thursday, MMM DD, YYYY**

**2:00 P.M. (Local Time)**

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## LIST OF ATTACHMENTS

## LIST OF CONTRACT DRAWINGS

# DATA SHEET FOR BIDDERS

<b>Contract Number and Contract Name:</b>	Request for Tender # 2022-XXX Contract # XXXXXX #Project Name #Project Limits #Project Description
<b>Tender Closing Date:</b>	2:00 P.M. (Local Time) Thursday, MMM DD, YYYY
<b>Owner:</b>	The Corporation of the City of St. Thomas
<b>Address:</b>	City Hall 545 Talbot Street, P.O. Box 520 St. Thomas, ON N5P 3V7
<b>Attention:</b>	Purchasing Department, First Floor
<b>Official Point of Contact:</b>	Purchasing Agent
<b>Clarification Request Deadline:</b>	4:30 P.M. (Local Time) Wednesday, MMM DD, YYYY
<b>Bid Deposit (amount):</b>	\$XXX,000.00
<b>Open for Acceptance:</b>	60 days
<b>Bonding:</b>	
Performance:	100% of contract price, excluding HST
Labour and Material:	50% of contract price, excluding HST
<b>Maintenance Term:</b>	12 months from Substantial Performance
<b>Tentative Commencement Date:</b>	Monday MMM DD, YYYY
<b>Working Days:</b>	N/A
<b>Substantial Performance</b>	MMM DD, YYYY
<b>Liquidated Damages:</b>	\$1,000/calendar day
<b>Date of Test Holes:</b>	N/A
<b>Date of Pre-Tender Meeting:</b>	N/A



# INFORMATION FOR BIDDERS

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# INFORMATION FOR BIDDERS

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## 1. GENERAL

**ELECTRONIC BID SUBMISSIONS ONLY**, shall be received by the Bidding System, no later than **2:00 P.M. (Local Time)**, on **Thursday, MMM DD, YYYY** for the construction of:

Project Name:           **#Project Name**  
                                  **#Project Limits**

Tender Number:       **Request for Tender # 2021-XXX**

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc.

For the above reasons, the City recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the City’s Bidding System web clock.

The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact technical support at bids&tenders via email: [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

Late Bids shall not be accepted by the City’s Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or If a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at [[clientname.bidsandtenders.ca](http://clientname.bidsandtenders.ca)]

Conditions relating to tendering as prescribed in the Tender Documents must be complied with. The lowest or any Tender shall not necessarily be accepted.

## 2. OFFICIAL POINT OF CONTACT

The official point of contact for this Request for Tender shall be the City's Purchasing Agent who can be contacted through the City's Bidding System [stthomas.bidsandtenders.ca](http://stthomas.bidsandtenders.ca). All communications with the City during the procurement process shall be through the official point of contact. Bidders shall not contact any other persons including Members of Council, City employees or consultants retained by the City regarding this Bid Opportunity. **Directing inquiries to anyone other than the Purchasing Agent may result in your submission being rejected.**

## 3. TENDER DOCUMENTS

Copies of Tender Documents will be advertised and available for electronic download on [stthomas.bidsandtenders.ca](http://stthomas.bidsandtenders.ca). Bidders who are interested in obtaining Tenders from the City's Bidding System are required to register with [stthomas.bidsandtenders.ca](http://stthomas.bidsandtenders.ca).

The St. Thomas & Elgin Area Municipalities Supplemental Specifications, Ontario Provincial Standards (OPS) Volumes 1-4 inclusive and Volumes 7 and 8 and the Ontario Traffic Manual are to be considered part of this Tender although they are not bound herein. The latest revision in effect immediately prior to the call for Tenders for this Contract shall apply for the duration of the Contract.

## 4. SCHEDULE OF PRICES

All unit prices must be entered into the Schedule of Prices included in the Bidding System. The Bidding System performs calculations to derive the Total Tender Price. Submissions in any form other than on the electronic Bidding System shall not be accepted.

The Bidding System will not allow incomplete submissions. Incomplete submissions will show an INCOMPLETE STATUS and will not be accepted by the City.

## 5. CLARIFICATION

If a Bidder finds discrepancies in or omissions to the Tender Documents, or if he is in doubt as to the meaning of anything contained therein, he shall submit questions in writing through the [stthomas.bidsandtenders.ca](http://stthomas.bidsandtenders.ca) website using the "Submit Question" feature associated with the Bid Opportunity, **no later than 4:30 P.M. (Local Time) Wednesday, MMM DD, YYYY**. The Purchasing Agent reserves the right to distribute all questions received, with the City's response, to all Bidders through an addendum. No Bidder may consider any oral representations or statements by an officer, employee, or agent of the City to be an official expression on the City's behalf, unless such representations or statements are made in a written communication executed by the Purchasing Agent.

## 6. ADDENDA

The City may, at its discretion, amend or supplement the Tender Documents by addendum at any time prior to the Tender Closing Date. Changes to the Tender Documents shall be made by Addendum only. Such changes made by addendum shall be supplementary to and form an integral part of the Tender Documents and shall be allowed for in arriving at the Total Tender Price.

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.

Addendum/addenda will typically be issued through the Bidding System, no later than forty-eight (48) hours prior to closing time and date.

In the event an addendum is issued within forty-eight (48) hours prior to closing time and date, it may include an extension of the closing time and date. It is the responsibility of the Bidder to have received all addendum/addenda that have been issued. Bidders should check online at [stthomas.bidsandtenders.ca](http://stthomas.bidsandtenders.ca) prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The City encourages Bidders not to submit their Bid prior to forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the City, the Bidding System shall WITHDRAW their Bid submission and change their Bid submission to an INCOMPLETE STATUS (NOT accepted by the City) and the Withdrawn Bid can be viewed by the Bidder in the “MY BIDS” section of the Bidding System. The Bidder is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 2:00 P.M. (Local Time), on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).



- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to the [stthomas.bidsandtenders.ca](http://stthomas.bidsandtenders.ca) website and create a separate vendor account.

## **7. BIDDING DETAILS**

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive addenda/addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Bid submissions shall be received by the City's Bidding System not later than **2:00 P.M. (Local Time)**, on the specified closing date.

The time of receipt of Bids shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

The tender price or prices quoted in the Tender shall be in full compensation for all labour, equipment and materials and utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. Any items omitted therefrom which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

No provision has been made in the Tender to allow for certain items. Such items may include, but are not limited to, the Contractor's site offices; stores and conveniences; maintenance of flow and traffic, barricades, signs, flag person, etc.; insurance; watchman, permits and approvals; items required by the Drawings or Specifications but which have been omitted from the Schedule of Prices and other items required by the Contract, but not specifically related to or covered by the other items in the Schedule of Prices. Payment for such items shall be in accordance with paragraph .02 of OPSS.MUNI 100, Ontario Provincial Standards General Conditions of Contract subsection GC 8.02.01 PRICE FOR WORK.

## 8. EQUIVALENTS

When an article to be supplied under this Contract is specified by its trade name or other name (whether such name is followed by the phrase “equal” or not), the Bidder shall base his Tender Price on the supply of the named article and no other. After award of the Contract, substitutions of equivalent material may be considered in accordance with Ontario Provincial Standards for Roads and Public Works, General Conditions of Contract, OPSS.MUNI 100 Section GC 5.04 Substitutions.

## 9. UNBALANCED TENDERS

Tenders which contain zero (0) dollar unit prices, or contain prices which appear to be unbalanced as to be likely to adversely affect the Corporation, may be rejected. Conditional bids will be rejected in accordance with the Purchasing By-law.

The Bidding System will not allow incomplete submissions. Incomplete submissions will show an INCOMPLETE STATUS and will not be accepted by the City.

## 10. QUALIFICATION OF BIDDERS

Bidders shall be skilled and regularly engaged in work of a character similar to that covered by the Drawings and Specifications. Key staff assigned to the project is experienced and knowledgeable with the specific type of work to be undertaken. The bidder shall include information related to past projects, references, key staff and subcontractors as required by the Bidding System as applicable.

Performance, professionalism and quality of workmanship shall be regularly monitored and recorded during the Work by the Contract Administrator. Contractor performance will be monitored and Bidder qualification will be judged in accordance with the process described in the City of St. Thomas Purchasing By-Law. Performance ratings will be used by the City in analysing future bids by the Bidder. No bid shall be accepted from Bidders subject to suspension under the conditions of the Bylaw.

## 11. EXCLUSION OF BIDDERS IN LITIGATION

The Corporation may, in its absolute discretion, reject a Tender submitted by the Bidder if the Bidder, or any officer or managing director of the Bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Corporation, its elected or appointed officers and employees in relation to:

- i. Any other contract or services; or
- ii. Any matter arising from the Corporation exercise of its powers, duties, or functions.

In determining whether or not to reject a Tender under this clause, the Corporation will consider whether the litigation is likely to affect the Bidders ability to work with the Corporation, its consultants and representatives, and whether the Corporation’s experience with the Bidder indicates that the Corporation is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

## 12. BID DEPOSIT

The Bidder shall provide a Digital Bid Deposit, using CCDC 220, or the same format and content as in CCDC 220 or other form used by a Surety company, authorized by law to do business in the Province of Ontario, and acceptable to the City.

A Bid Deposit in the amount \$XXX,000.00, shall be uploaded with your Bid Submission.

Bidders and the Bidder's Surety should refer to the e-bonding information on Surety Association of Canada's website. Information at this site includes:

- A list of third parties that provide online surety digital bond services such.
- An Industry Checklist which Digital Bonds provided should meet.

The Bid Deposit shall be in digital format. Scanned pdf or unverifiable bonds are not acceptable. All instruction details for accessing authentication should be included with the up-loaded Bond.

Bid deposits must be irrevocable and open for bid acceptance for at least sixty (60) days from the date of bid opening.

The Bid Deposit is provided as assurance that should the bid be accepted by the City, a Contract will be entered into for the proper performance of the work within ten (10) calendar days following written notification from the City to the selected Bidder.

Should the Bidder withdraw his Tender before sixty (60) days have elapsed from the closing date of the Tender, or for any reason default or fail in any matter or thing herein contained, the City shall be at liberty to retain the money deposited by the Bidder to the use of the City as liquidated damages, and to accept any other Tender or advertise for new Tenders or carry out the work in any other way as the City may in its sole discretion deem best. The Bidder also agrees to pay to the City the difference between the price or prices set out in this Tender and any greater sum or sums which the City may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders, and fully to indemnify and save harmless the City and/or its officers, agents, or servants from all loss, damage, liability, cost charges, or expense whatever which it, they or any of them may suffer, incur or be put to by reason of any such default or failure.

### **13. AGREEMENT TO BOND AND BONDS**

All Tenders must be accompanied by an Agreement to Bond, completed and executed by the Bidder's Surety. The Agreement to Bond shall provide for a Performance Bond for 100% of the Contract Price, and a Labour and Material Payment Bond for 50% of the Contract Price.

The Agreement to Bond and Bonds shall be in Digital format. Scanned pdf or unverifiable bonds are not acceptable. All instruction details for accessing authentication should be included with the up-loaded Bond(s).

The Successful Bidder shall, prior to execution of the Contract, provide to the Corporation the following Bonds:

1. a bond in the amount of 100% of the contract price (excluding H.S.T.) guaranteeing the full and faithful performance of the work, including maintenance of the works for the duration of warranty period and the obligation to indemnify and save harmless the said Corporation, and
2. a bond in the amount of 50% of the contract price (excluding H.S.T.) guaranteeing payment for labour and materials

The bonds shall be those issued by a bonding agency licensed to operate in the Province of Ontario and in the form of CCDC 221 or the Surety Association of Canada's new "process enhanced" performance bond.

The Bonds received from the successful Bidder shall remain in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and until the Contract is deemed complete by the City.

All Agreement to Bonds shall be irrevocable and open for acceptance for 60 days from date of closing.

### **14. HARMONIZED SALES TAX (HST)**

Harmonized Sales Tax of 13% applies to all goods and services purchased by the City of St. Thomas and is payable by the City at the time payment is made by the City for the purchase.

Bidders will be required to register for purposes of the tax, collect the tax on their taxable supplies to the City of St. Thomas and remit as required by legislation. Bidders must provide the City with their HST registration number.

The total contract price shall be inclusive of all government sales taxes, including HST, custom duties and excise taxes applicable with respect to the contract, and shall be paid by the Bidder unless otherwise provided by statute. The amount of HST is calculated by the Bidding System.

The Bidder will be required to disclose the amount of HST payable on each billing. The Bidder shall make available any other reasonable information that the City may require in respect of supporting its claim for input tax credits or rebates.

HST is not due on amounts held back until the period for retaining the holdback has expired. The Bidder will be required to exclude the amount of holdbacks from the consideration due for calculation of the H.S.T. payable.

## 15. BIDDER'S INVESTIGATIONS

The Bidder shall visit the site of the work before submitting the Tender and shall, by personal examination, satisfy himself as to the local conditions that may be encountered during the construction of the Work.

Where others have undertaken test borings on behalf of the Corporation, such information has been indicated on the Drawings or is provided herein. The Corporation in no way guarantees the soil conditions which may be encountered. Borehole information shown on the Drawings applies specifically to the location of the boreholes and should not be interpreted as applying to the project as a whole. Bidders shall rely on their own investigation and interpretation of this information, and draw their own conclusions as to how this will affect their bidding and construction technique.

## 16. INSURANCE

The successful Bidder shall provide to the City prior to execution of the Agreement, proof of insurance in accordance with Ontario Provincial Standards for Roads and Public Works, General Conditions of Contract, OPSS.MUNI 100 Section **GC 6.0 INSURANCE, PROTECTION AND DAMAGE**, as amended in the St. Thomas & Elgin Area Municipalities Supplemental Specifications – General.

## 17. INDEMNIFICATION

The successful Bidder shall indemnify and save harmless the Corporation, its employees elected officials, officers representatives and agents from and against all actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of a requirement of this Agreement, or in relation to any negligence, omission or willful misconduct of the successful Bidder, its employees, officers, representatives, agents or subcontractors, save and except for damage caused by the negligence of the Corporation or its employees.

In addition to the foregoing the successful Bidder shall indemnify and save harmless the Corporation, its employees, elected officials, officers, representatives and agents from and against all claims, actions, suits, liens, demands and losses of every nature and kind whatsoever which any of them may suffer as a result of or arising out of or in relation to any liability to the Workplace Safety and Insurance Board under the Workplace Safety and Insurance Act, 1997 (Ontario). Such indemnity shall extend to and include all costs, charges and expenses incurred by the Corporation its employees, elected officials, officers, representatives and agents including, for greater certainty, all costs associated with the defence of any action brought against any one of them or the cost of obtaining an order vacating any claim for lien, including all legal fees on a solicitor and client basis and any and all fines under applicable statutes.

## **18. COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005**

The Bidder shall ensure that all its employees and agents receive training regarding the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of the Ontario Regulation 429/07 and Section 7 of Ontario Regulation 191/11 made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended. The Bidder shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the regulation, as well as instruction regarding all matters set out in section 6 and section 7 of the applicable Regulation.

## **19. WITHDRAWAL OF TENDERS**

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. The Bidder is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 2:00 P.M. (Local Time), on the Bid Closing Date.

## **20. TENDER OPEN FOR ACCEPTANCE**

The Bidder shall keep his Tender open for acceptance and irrevocable until 60 days have elapsed from the closing date of the Tender or a formal contract is executed based on a Tender other than this one.

## **21. NOTIFICATION OF CONTRACT AWARD**

The awarding of the Contract, based on this Tender, shall constitute and be an acceptance of this Tender, and the Corporation shall notify the successful Bidder of the Contract Award.

## **22. REQUIREMENTS AT TIME OF EXECUTION**

Prior to the Corporation executing the Agreement, the Bidder is required to submit the following documentation in a form satisfactory to the Corporation within ten (10) business days after being notified in writing to do so by the City.

1. Executed Bonds
  - i) Digital Performance Bond
  - ii) Digital Labour and Material Bond
2. Executed Form of Agreement

3. Insurance Certificates in compliance with the Contract Documents
4. Workplace Safety and Insurance Board (WSIB) Clearance Certificate
5. Ontario RSO 1990 C.IO Occupational Health and Safety Act & Regulations (Notice of Project)
6. Drinking Water Quality Management System (DWQMS) Forms (if applicable)

## **23. COMMENCEMENT, SUBSTANTIAL PERFORMANCE AND COMPLETION**

The successful Bidder shall commence the Work within 14 days of a formal order to do so and shall diligently prosecute the Work on this Contract to completion. The Work shall be substantially performed by **MMM DD, YYYY**. The work shall be completed as defined in the Construction Act (latest revision) 14 calendar days after substantial performance.

## **24. REQUIREMENTS PRIOR TO CONSTRUCTION**

The following documents are required for review and or approval a minimum of 7 days prior to any construction related activities:

1. A detailed Construction Schedule of Operations
2. A complete list of sub-contractors
3. The proposed traffic management plan
4. A complete list of material suppliers

## **25. LIQUIDATED DAMAGES**

If the successful Bidder fails to complete the work within the time specified, the successful Bidder shall pay to the Corporation Liquidated Damages in accordance with Ontario Provincial Standards for Roads and Public Works, General Conditions of Contract, OPSS.MUNI 100 subsection GC 8.02.09 Liquidated Damages, as amended in the St. Thomas & Elgin Area Municipalities Supplemental Specifications.

## **26. WARRANTY**

The successful Bidder shall ensure the proper performance of the work for a period of 12 months from the date of Substantial Performance, in accordance with Ontario Provincial Standards for Roads and Public Works, General Conditions of Contract, OPSS.MUNI 100 subsection GC 7.16 Warranty, as amended in the St. Thomas & Elgin Area Municipalities Supplemental Specifications.



## 27. RIGHTS RESERVED BY THE CITY

The City reserves the right, in its sole discretion, to reject any or all Tenders, and the lowest Tender will not necessarily be accepted. The City further reserves the right to award to a Bidder submitting a Tender which is not necessarily the lowest. Without restricting the generality of the statement above, the City shall not be required to award or accept any Tender and may, in its sole discretion, and at any time, choose to cancel the Tender.

The City reserves the right, in its sole discretion, without liability, cost or penalty to reject any Bid at any stage of the Bid process for the following circumstances:

- a. The Bid contains incorrect information;
- b. The Bid is conditional or obscure;
- c. Past project information submitted by the Bidder is not acceptable;
- d. Reference information submitted by the Bidder is not acceptable;
- e. Key staff information submitted by the Bidder is not acceptable;
- f. Subcontractor information submitted by the Bidder is not acceptable;
- g. The Bidder has engaged in unacceptable practices such as but not limited to bid-rigging or bribery;
- h. The Bid contains false or misleading information or a misrepresentation;
- i. There is evidence that the Bidder, its employees, or agents colluded with another Bidder or any of its employees or agents in the preparation of the Bid;
- j. The Bidder fails to cooperate with the City's attempts to seek clarification or verification of information contained in a Bid;
- k. The Bidder submits a Bid that the City determines to be non-compliant with the Request for Tender requirements;
- l. The Bidder reveals a conflict of interest in its Bid or a conflict of interest involving the Bidder is brought to the attention of the City;
- m. The Bidder extends, in any manner, to any staff or other representative of the City, directly or indirectly, any type of inappropriate influence, or action, or activity that, in the view of the City, is intended to alter the outcome of the Bid Request process.

Where Tenders received exceed the Council Approved Budget for the Work, the City reserves the right to enter into a mutual agreement to reduce the scope of the Tender with the lowest compliant Bidder where, in the City's sole discretion, the changes required to achieve an acceptable Tender are of a minor nature and will not change the general nature of the Work. No Bidder shall have any rights against the City arising from such discussions or negotiations.

The City reserves the right to waive any informalities or issues of non-compliance that it deems, in its sole discretion, to be non-material, trivial or insignificant. Where the City exercises its right to waive herein it may accept the Tender as submitted or may require the Bidder to correct such issue provided that there shall be no change in the contract price.



## 28. DECLARATIONS

The Bidder shall accept and declare that the several matters provided in the Bidding System are in all respects accurate and true. The Bidding System will not accept Bids unless the Declarations have been acknowledged by the Bidder.



# FORM OF AGREEMENT

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# FORM OF AGREEMENT

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**THIS AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

BETWEEN:

**THE CORPORATION OF THE CITY OF ST. THOMAS**  
hereinafter called "the City"

**OF THE FIRST PART**

– and –

hereinafter called "the CONTRACTOR"

**OF THE SECOND PART**

**WHEREAS** the City has awarded to the Contractor the contract for

Request for Tender # 2021-XXX  
Contract # XXXXXX  
#Project Name  
#Project Description  
#Project Limits

and such contract to be performed in accordance with all the contract documents as set out in the Contractor's tender.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the City and the Contractor, in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree each with the other as follows:

1. A general description of the work is

#Project Name  
#Project Description  
#Project Limits

2. The Contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Contract Administrator commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the City within the time specified in the Tender.

3. In the event that the Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the City, and the contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work as approved by the City.
4. In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:
  1. Agreement
  2. Addenda
  3. Special Provisions
  4. Contract Drawings
  5. Supplemental Specifications
  6. Information for Bidders
  7. Declarations
  8. Schedule of Prices
  9. Ontario Provincial Standards for Roads and Public Works, Volumes 1 to 4 inclusive and Volumes 7 and 8
  10. Ontario Traffic Manual
  11. Working Drawings

Later dates shall govern within each of the above categories of documents.

5. The City covenants with the Contractor that the Contractor, having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum of  

dollars

(\$ \_\_\_\_\_ incl. HST) subject to paragraph 3 of this Agreement and subject to such additions and deductions as may properly be made under the terms thereof, and subject to the provision that the City may make payments on account monthly or otherwise as may be provided in the General Conditions.
6. A copy of each of the Tender, Special Provisions, Addenda \_\_\_\_\_ to \_\_\_\_\_ inclusive is hereto annexed and together with the Plans, Contract Drawings, Supplemental Specifications, Information for Bidders, Declarations, Schedule of Prices, Ontario Provincial Standards for Roads and Public Works Volume 1 to 4 inclusive and Volumes 7 and 8, and the Ontario Traffic Manual relating thereto and listed in the Information for Bidders are made part of this Contract as fully to all intents and purposes as though recited in full herein.

7. No implied Contract of any kind whatsoever by or on behalf of the City shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the City shall be the only covenants and agreements upon which any rights against the City may be founded.
8. Time shall be deemed the essence of this Contract.
9. This contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.
10. The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 2000, C. 17 as amended from time to time with respect to this Agreement and any other documents respecting this Agreement.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

**SIGNED, SEALED AND DELIVERED**

in the presence of

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name: (print)

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Phone Number:

**THE CORPORATION OF THE CITY OF ST. THOMAS**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# SPECIAL PROVISIONS

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# SPECIAL PROVISIONS

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