

SAMPLE TENDER DOCUMENTS

REQUEST FOR TENDER # 2016-XXX

Contract # XX-XX-XX

#Project Name

#Project Limits

#Project Description

DUE

2:00 P.M. (Local Time)

Thursday, MMM DD, YYYY



THE CORPORATION OF THE CITY OF
ST. THOMAS

Deliver to:

The Corporation of the City of St. Thomas
Purchasing Department, First Floor
City Hall, 545 Talbot Street
St. Thomas, ON N5P 3V7



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LIST OF ATTACHMENTS

LIST OF CONTRACT DRAWINGS



DATA SHEET FOR TENDERERS

Contract Number and Contract Name:	Request for Tender # 2016-XXX Contract # XX-XX-XX #Project Name #Project Limits #Project Description
Tender Closing Date:	2:00 P.M. (Local Time) Thursday, MMM DD, YYYY
Owner:	The Corporation of the City of St. Thomas
Address:	City Hall 545 Talbot Street, P.O. Box 520 St. Thomas, ON N5P 3V7
Attention:	Purchasing Department, First Floor
Official Point of Contact:	Purchasing Agent
Clarification Request Deadline:	4:30 P.M. (Local Time) Wednesday, MMM DD, YYYY
Bid Deposit (amount):	\$XXX,000.00 (certified cheque, cash, bank draft or bid bond)
Open for Acceptance:	60 days
Bonding:	
Performance:	100% of contract price, excluding HST
Labour and Material:	50% of contract price, excluding HST
Maintenance Term:	12 months from Substantial Performance
Tentative Commencement Date:	Monday MMM DD, YYYY (subject to Tender Award at Council Meeting on Monday, MMM DD, YYYY)
Working Days:	N/A
Time of Completion:	MMM DD, YYYY
Liquidated Damages:	\$1,000/calendar day
Date of Test Holes:	N/A
Date of Pre-Tender Meeting:	N/A



TENDERER'S CHECKLIST

In submitting a public tender, due care must be exercised by all Tenderers to complete their Tender properly, in order to eliminate any possibility of it being disqualified. By following the guidelines listed below, common errors will be avoided which could cause a Tender to be rejected.

FORM OF TENDER

1. Submitted on the Form of Tender issued by the City
2. Submitted in ink
3. Completed in a legible fashion
4. All items in the Schedule of Items and Prices are completed and checked
5. All Addenda have been accounted for in the Total Tender Price (if applicable)
6. All strike-outs, overwriting or erasures are initialled by the authorized signing Officer
7. Form of Tender signed and sealed by an authorized signing officer and witnessed

BID DEPOSIT

8. Cash, certified cheque, bank draft or bid bond for the amount specified in the Tender
9. Included in the same envelope as the Tender Submission

TENDER SUBMISSION

10. Submitted in an envelope, clearly marked as to contents
11. Tender Number and Project Name clearly marked on the outside of envelope
12. Agreement to Bond provided on a form provided by the Tenderer's surety company
13. All Addenda signed and inserted into the Tender Documents
14. Submitted before closing time specified

Failure to follow the directions outlined above may result in a Tender being declared invalid.



INFORMATION FOR TENDERERS



THE CORPORATION OF THE CITY OF
ST. THOMAS





INFORMATION FOR TENDERERS

1. GENERAL

SEALED TENDERS will be received at the Purchasing Department, City Hall, First Floor, 545 Talbot Street, St. Thomas, ON N5P 3V7 for the construction of:

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

Tender Number: **Request for Tender # 2016-XXX**

Sealed Tenders shall be submitted no later than:

2:00 P.M. (Local Time) Thursday, MMM DD, YYYY

Tenders received later than the specified closing time will be returned unopened to the Tenderer.

Tenders shall be submitted in an envelope provided by the Tenderer. Envelopes containing Tenders shall be sealed and clearly marked on the outside as to their contents. Tender envelopes shall be addressed to The Corporation of the City of St. Thomas, and shall clearly identify the Tender Number and Project Name.

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 Purchasing Agent for the City of St. Thomas. All communications with the City during the procurement process shall be through the official point of contact. Tenderers shall not contact any other persons including Members of Council, City employees or consultants retained by the City regarding this Tender. **Directing inquiries to anyone other than the Purchasing Agent may result in your submission being rejected.**

All communications with the Official Point of Contact shall be in writing. E-mail communications to the Purchasing Agent (kenglish@stthomas.ca) are acceptable. Verbal communications will not be binding on the City. Tenderers shall review the Tender Documents and shall promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein.



3. TENDER DOCUMENTS

Copies of Tender Documents will be advertised and available for electronic download from the City's Biddingo.com Bid Portal at biddingo.com/stthomas. Tenderers who are interested in obtaining Tenders from the City's biddingo.com portal are required to register with biddingo.com.

The City of St. Thomas Standard Contract Documents, 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. CLARIFICATION

If a Tenderer 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 notify the Purchasing Agent in writing by e-mail (kenglish@stthomas.ca) **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 Owner's response, to all Tenderers through an addendum. No Tenderer may consider any oral representations or statements by an officer, employee, or agent of the Owner to be an official expression on the Owners behalf, unless such representations or statements are made in a written communication executed by the Purchasing Agent.

5. 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.

Tenderers shall insert and state on the Form of Tender, in the space provided, all addenda issued during the Tender period. **Failure to acknowledge all addenda on the Form of Tender will result in your bid being disqualified.**

All Addenda will be posted on and distributed by biddingo.com/stthomas. Tenderers are fully responsible for keeping their information up to date in the Biddingo database. The City of St. Thomas makes no guarantee that addenda will be delivered by any means to any Tenderer. It is the Tenderer's sole responsibility to check the biddingo.com/stthomas website for any addenda prior to bid closing.



6. BIDDING DETAILS

The Tenderer shall submit one copy of its Tender using the Form of Tender and Schedule of Unit Prices supplied by the City, complete in every detail, which shall contain a signature of the person submitting the Bid or the person duly authorized by a corporate entity to submit a Bid on its behalf.

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 Form of 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 Items and Prices and other items required by the Contract, but not specifically related to or covered by the other items in the Schedule of Items and 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.

7. 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 Tenderer 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.

8. INFORMAL OR UNBALANCED TENDERS

In addition to those errors in the Tender that shall result in the Tender being rejected, Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations, errors or irregularities of any kind, contain blank or 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 as informal.

All blanks must be legibly and properly filled in. Should any uncertainty arise as to the proper manner of doing so, the Purchasing Agent will upon request, give the required information.



Tenderers who have submitted Tenders that have been rejected by the Corporation because of informalities will be notified of the reasons for rejection. When checking Tenders, the following procedures shall be used:

1. Wherever in a Tender the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.
2. If both the unit price and the total price are left blank, then both shall be considered as zero (0).
3. If the unit price is left blank but the total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
4. If the total price is left blank for a lump sum item, it shall be considered as zero (0).

9. QUALIFICATION OF TENDERERS

Tenderers 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.

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 Tenderer qualification will be judged in accordance with the process described in the City of St. Thomas Purchasing By-Law.

10. EXCLUSION OF TENDERERS IN LITIGATION

The Corporation may, in its absolute discretion, reject a Tender submitted by the Tenderer if the Tenderer, or any officer or managing director of the Tenderer 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 Tenderers ability to work with the Corporation, its consultants and representatives, and whether the Corporation's experience with the Tenderer 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 Tenderer.



11. BID DEPOSIT

Every Tender shall be accompanied by a Bid Deposit in the form of a sealed and signed bid bond, bank draft or certified cheque payable to the City of St. Thomas, or a cash deposit in the amount of \$XXX,000.00 .

Bid bonds submitted as a security shall be in accordance with the standards of the Canadian Construction Association and shall be from the same guarantee surety company supplying the Performance and Labour and Material Bonds for this Contract.

Should the Tenderer withdraw his tender before 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, or fail to comply with any or all the requirements at the time of execution, the Corporation shall be at liberty to retain the money deposited by the Tenderer to the use of the said Corporation 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 said Corporation may in its sole discretion deem best. The Tenderer also agrees to pay to the said Corporation the difference between the price or prices set out in this Tender and any greater sum or sums which the said Corporation 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 said Corporation 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.

Bid deposits in the form of bank draft, certified check, or cash deposit will be returned to Tenderers upon award of the Tender by City Council except for that of the successful Tenderer and the next lowest Tenderer who will have their bid deposits returned upon execution of the Contract Document by the Corporation.

12. BONDS

All Tenders must be accompanied by an Agreement to Bond, completed and executed by the Tenderer's Surety. The Agreement to Bond will 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 Successful Tenderer 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 a form satisfactory to the City of St. Thomas. The bonds shall be maintained in good standing until the fulfillment of the Contract.

13. 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.

Tenderers 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. Tenderers 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 Tenderer unless otherwise provided by statute. The amount of HST must be disclosed separately on the Form of Tender.

The Tenderer will be required to disclose the amount of HST payable on each billing. The Tenderer 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 Tenderer will be required to exclude the amount of holdbacks from the consideration due for calculation of the H.S.T. payable.

14. TENDERER'S INVESTIGATIONS

The Tenderer 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. Tenderers 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.



15. INSURANCE

The successful Tenderer 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 City of St. Thomas Standard Contract Documents - Supplemental Specifications – General.

16. INDEMNIFICATION

The successful Tenderer 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 Tenderer, 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 Tenderer 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.

17. REQUIREMENTS AT TIME OF TENDERING

Tenderers are required to submit the following at the time of Tender Closing. Failure to do so shall result in the Tender being rejected.

1. An original bid deposit signed in ink with their Tender.
2. The Form of Tender issued by the Corporation, complete and intact, duly signed and witnessed in ink.
3. An original Agreement to Bond signed in ink by the issuer and the Tenderer from a bonding agency licensed to operate in the Province of Ontario.

The Tenderer shall not apply any conditions whatsoever to the Contract Price.



18. WITHDRAWAL OF TENDERS

A Tenderer who has submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Tenderer for this Contract.

A Tenderer may withdraw his Tender at any time up to the official closing time by letter bearing the signature of any person authorized by the Tenderer.

All withdrawn or superseded Tenders will be returned unopened

19. TENDER OPEN FOR ACCEPTANCE

The Tenderer 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.

20. 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 Tenderer of the Contract Award.

21. REQUIREMENTS AT TIME OF EXECUTION

Prior to the Corporation executing the Agreement, the Tenderer 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) Performance
 - ii) Labour and Material
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)

22. COMMENCEMENT AND COMPLETION

The successful Tenderer 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 complete by **MMM DD, YYYY**, known as the Time of Completion.

23. 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

24. LIQUIDATED DAMAGES

If the successful Tenderer fails to complete the work within the time specified, the successful Tenderer 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 City of St. Thomas Standard Contract Documents - Supplemental Specifications – General.

25. WARRANTY

The successful Tenderer 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 City of St. Thomas Standard Contract Documents - Supplemental Specifications – General.



26. 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 Tenderer 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.

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 Tenderer 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 Tenderer 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 Tenderer to correct such issue provided that there shall be no change in the contract price.



THE CORPORATION OF THE CITY OF
ST. THOMAS



FORM OF TENDER



FORM OF TENDER

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

Tender Number: **Request for Tender # 2016-XXX**

Tenderer's Business Name: _____

Business Address: _____

Type of business: Proprietorship Corporation Partnership
(place checkmark in appropriate box)

NOTE: The Tenderer's name and address must be inserted above, and, in case of a partnership, the name and residence of each and every member of the firm must be listed.

HST Number: _____

TO THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CORPORATION OF THE CITY OF ST. THOMAS

I (We) _____ having carefully examined the locality and site of the proposed works, as well as all the Contract Documents relating thereto, including **Addendum(s) No. _____ to _____ inclusive***, Plans, Drawings, Attachments, Information for Tenderers, Form of Tender, Form of Agreement, Special Provisions, City of St. Thomas Standard Contract Documents - Supplemental Specifications, Ontario Provincial Standards Volumes 1 – 4 inclusive, and Volumes 7 and 8, and the Ontario Traffic Manual, relating to the said Contract or Contracts, hereby accept and agree to the same Contract or Contracts, and hereby tender and offer to enter into a Contract or Contracts, being the Contract or Contracts herein being referred to, to supply and do all that is set out or called for in the Contract Documents, on the terms and conditions and under the provisions set out or called for in the Contract Documents for the Total Contract Price of:

_____/100 dollars

(\$ _____) including HST, being made up as shown in the Form of Tender - Schedule of Items and Prices.

*** THE TENDERER WILL INSERT HERE THE NUMBER OF THE ADDENDA RECEIVED BY HIM DURING THE TENDERING PERIOD AND TAKEN INTO ACCOUNT BY HIM IN PREPARING HIS TENDER. FAILURE TO ACKNOWLEDGE ALL ISSUED ADDENDA SHALL RESULT IN THE TENDER BEING REJECTED.**



1. TERMS AND CONDITIONS

- a) The Tenderer agrees that this Tender is to continue open for acceptance and irrevocable until sixty (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.
- b) The Tenderer agrees that the awarding of the Contract, based on this Tender by the said Council, shall constitute and be an acceptance of this Tender without communication with or any notice thereof to the Tenderer.
- c) If this Tender is accepted, the Tenderer also agrees that the Tenderer will forthwith furnish an approved surety for the proper fulfillment of the Contract as required under Clause 11 of the Information for Tenderers and will execute an Agreement, in quadruplicate, in a form satisfactory to the said Corporation within ten (10) days after being notified so to do by the Corporation, or by anyone acting on behalf of the Corporation.
- d) The Tenderer also agrees, that, should the Tenderer 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 said Corporation shall be at liberty to retain the money deposited by the Tenderer to the use of the said Corporation 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 said Corporation may in its sole discretion deem best; and also agrees to pay to the said Corporation the difference between the price or prices set out in this Tender and any greater sum or sums which the said Corporation 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 said Corporation 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.
- e) If awarded the Contract, the Tenderer agrees to substantially complete the works within the time as specified in the Information for Tenderers, Data Sheet for Tenderers to be known as the "TIME OF COMPLETION," of MMM DD, YYYY .

2. DECLARATIONS

- a) The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made.
- b) The Tenderer further declares that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a Tender for the same work and is in all respects fair and without collusion or fraud.



- c) The Tenderer also declares that no officer or employee of the Corporation of the City of St. Thomas is, will be, or has become interested, directly or indirectly, as a Contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said Contract or in any portion of the profits thereof, or of any supplies to be used therein, or in any of the monies to be derived therefrom.
- d) Tenderer acknowledges that a review of the all Contract Documents has been undertaken.
- e) The several matters stated in the Form of Tender are in all respects true.

Tenderer's Business Name: _____

Tenderer Signature: _____

Tenderer's Signature
I/We are authorized to bind the Company/Corporation

Print Name

Witness Signature: _____

Witness Signature

Print Name

Dated at _____ this _____ day of _____ 20_____.

NOTE: If the Tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer or agent thereof who shall also subscribe his own name and office. The seal of the Corporation shall also be affixed.

If the Tender is submitted by or on behalf of any Partnership, it must be signed by at least one partner authorized to bind the Partnership, and duly witnessed.



SCHEDULE OF ITEMS AND PRICES

1. GENERAL

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
101.00	Bonds				
101.01	100% Performance Bonds, and 50% Labour and Materials Bonds	l/s	_____	_____	_____
102.00	Insurance				
102.01	Insurance, as specified	l/s	_____	_____	_____
103.00	Mobilization				
103.01	Mobilization	l/s	_____	_____	_____
104.00	Traffic Control				
104.01	Temporary Traffic Control	l/s	_____	_____	_____
104.02	Traffic Control Signage	l/s	_____	_____	_____
105.00	Dust Control				
105.01	Calcium Chloride for Dust Control	tonne	_____	_____	_____
105.02	Water for Dust Control	m ³	_____	_____	_____
106.00	Allowance to Support Hydro Poles				
106.01	Allowance to Support Hydro Poles by St. Thomas Energy Inc. (STEI)	l/s	_____	_____	_____

1. GENERAL - SUBTOTAL: _____



2. SANITARY SEWER

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
201.00	Remove Sanitary Sewer				
201.01	150mmø	m	_____	_____	_____
201.02	200mmø beyond trench limits	m	_____	_____	_____
202.00	Abandon Sanitary Sewer				
202.01	150mmø, incl. fill with grout	m	_____	_____	_____
202.02	200mmø, incl. fill with grout	m	_____	_____	_____
202.03	250mmø, incl. fill with grout	m	_____	_____	_____
203.00	Remove Maintenance Hole				
203.01	MH 1000, 1200mmø	l/s	_____	_____	_____
203.02	MH 1001, 1500mmø	l/s	_____	_____	_____
203.03	MH 1002, 1800mmø	l/s	_____	_____	_____
204.00	Install Sanitary Sewer				
204.01	150mmø - PVC SDR35 MH 1 to MH 2, 3.0 ± m deep	m	_____	_____	_____
204.02	150mmø - PVC SDR35 MH 2 to MH 3, 5.0 ± m deep	m	_____	_____	_____
204.03	150mmø - PVC SDR35 MH 3 to MH 4, 6.0 ± m deep	m	_____	_____	_____
205.00	Connections to Existing				
205.01	Street 1, 200mmø, c/w Reducer	l/s	_____	_____	_____
205.02	Street 2, 150mmø, c/w Reducer	l/s	_____	_____	_____
205.03	Street 3, 150mmø, c/w Reducer	m	_____	_____	_____
206.00	Install Sanitary Maintenance Hole				
206.01	MH 1 - 1200mmø - 5.0 ± m deep Incl. Exterior Drop	l/s	_____	_____	_____
206.02	MH 2 - 1200mmø - 2.5 ± m deep	l/s	_____	_____	_____
206.03	MH 3 - 1200mmø - 5.0 ± m deep	l/s	_____	_____	_____
206.04	MH 4 - 1200mmø - 6.0 ± m deep	l/s	_____	_____	_____
207.00	Install Sanitary Private Drain Connection				
207.01	100mmø - PVC SDR35 West Side - 8 ± m	ea	_____	_____	_____
207.02	100mmø - PVC SDR35 East Side - 13 ± m	ea	_____	_____	_____
207.03	100mmø - PVC SDR35 North Side - 8 ± m	ea	_____	_____	_____
207.04	100mmø - PVC SDR35 South Side - 8 ± m	ea	_____	_____	_____
207.05	Connect to existing Private Drain Connection c/w two long radius bends	ea	_____	_____	_____



TENDER DOCUMENTS

THE CORPORATION OF
THE CITY OF ST. THOMAS

REQUEST FOR TENDER # 2016-XXX

CONTRACT # XX-XX-XX

#PROJECT NAME

#PROJECT LIMITS

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
207.06	Install cap with wood marker	ea	_____	_____	_____

2. SANITARY - SUBTOTAL: _____



3. STORM SEWER

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
301.00	Remove Storm Sewer				
301.01	300mmø, beyond trench limits	m	_____	_____	_____
301.02	600mmø	m	_____	_____	_____
301.03	Culverts	ea	_____	_____	_____
302.00	Cut and Cap Storm Sewer				
302.01	150mmø	ea	_____	_____	_____
302.02	200mmø	ea	_____	_____	_____
302.03	250mmø	ea	_____	_____	_____
303.00	Abandon Storm Sewer				
303.01	150mmø, incl. fill with grout	m	_____	_____	_____
303.02	200mmø, incl. fill with grout	m	_____	_____	_____
303.03	250mmø, incl. fill with grout	m	_____	_____	_____
304.00	Remove Maintenance Hole				
304.01	EX. MH 215	l/s	_____	_____	_____
305.00	Remove Catch Basin				
305.01	EX. CBMH 200	l/s	_____	_____	_____
306.00	Storm Sewer				
306.01	900mmø - CONC. CL 65D EX. MH 292 to STMH 2 3.0 ± m deep	m	_____	_____	_____
306.02	900mmø - CONC. CL 65D STMH 2 to STMH 3 3.8 ± m deep	m	_____	_____	_____
306.03	750mmø - CONC. CL 65D STMH 3 to STMH 4 3.0 ± m deep	m	_____	_____	_____
306.04	750mmø - CONC. CL 65D STMH 4 to STMH 5 3.0 ± m deep	m	_____	_____	_____
306.05	450mmø - PVC SDR35 STMH 5 to STMH 6 3.0 ± m deep	m	_____	_____	_____
306.06	450mmø - PVC SDR35 STMH 5 to STMH 7 2.5 ± m deep	m	_____	_____	_____
307.00	Breaking into Storm Maintenance Holes, Catch Basins, Ditch Inlets, Culverts and Sewers				
307.01	Break into EX. MH 292	l/s	_____	_____	_____
308.00	Concrete Appurtenances				
308.01	Concrete Headwall Structure	l/s	_____	_____	_____
309.00	Clay Seal				

**TENDER DOCUMENTS**THE CORPORATION OF
THE CITY OF ST. THOMAS**REQUEST FOR TENDER # 2016-XXX**

CONTRACT # XX-XX-XX

#PROJECT NAME

#PROJECT LIMITS

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
309.01	Clay Seal	l/s			
310.00	Install Storm Maintenance Hole				
310.01	STMH 2 - 1800mmø 3.8 ± m deep	l/s			
310.02	STMH 3 - 1800mmø 3.0 ± m deep	l/s			
310.03	STMH 4 - 1800mmø 3.0 ± m deep	l/s			
310.04	STMH 5 - 1800mmø 3.0 ± m deep	l/s			
310.04	STMH 6 - 1200mmø 3.0 ± m deep	l/s			
310.05	STMH 7 - 1200mmø 3.0 ± m deep	l/s			
311.00	Install Catch Basin				
311.01	600mm x 600mm CB c/w OPSD 400.100 frame and grate and HDPE adjustment rings per OPSD 704.011	ea			
311.02	600mm x 600mm DICB c/w OPSD 403.010 honeycomb grates	ea			
311.03	600mm x 600mm DICB c/w OPSD 403.011 raised bar grates	ea			
312.00	Install Storm Private Drain Connection				
312.01	250mmø - PVC SDR35 - 7.0 ± m	ea			
312.02	250mmø - PVC SDR35 - 3.0 ± m	ea			
312.03	150mmø - SUBDRAIN - 4.0 ± m	ea			
312.04	Connect to existing Private Drain Connection c/w two long radius bends	ea			
312.05	Install cap with wood marker	ea			
312.06	Connect to existing Subdrain	ea			
313.00	Install Catch Basin Leads				
313.01	250mmø - PVC SDR35	m			
313.02	300mmø - PVC SDR35	m			
314.00	Install Culverts				
314.01	450mmø - Double-Walled HDPE	m			
314.02	600mmø - Double-Walled HDPE	m			
315.00	Closed Circuit Television Inspection of Storm Sewers				
315.01	CCTV Inspection	m			
315.02	CCTV Inspection, with Flushing	m			



TENDER DOCUMENTS

THE CORPORATION OF
THE CITY OF ST. THOMAS

REQUEST FOR TENDER # 2016-XXX

CONTRACT # XX-XX-XX

#PROJECT NAME

#PROJECT LIMITS

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
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3. STORM - SUBTOTAL: _____



4. WATERMAIN

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
401.00	Remove Watermain beyond Trench Limits				
401.01	150mmø	m	_____	_____	_____
401.02	300mmø	m	_____	_____	_____
401.03	Appurtenances - Salvage	ea	_____	_____	_____
402.00	Cut and Cap Watermain				
402.01	Cut and Cap Watermain	l/s	_____	_____	_____
402.01	Install Blow-off	l/s	_____	_____	_____
403.00	Abandon Watermain				
403.01	150mmø	m	_____	_____	_____
403.02	300mmø	m	_____	_____	_____
404.00	Temporary Watermain				
404.01	Temporary Watermain	l/s	_____	_____	_____
405.00	Watermains				
405.01	150mmø - PVC DR18	m	_____	_____	_____
405.02	200mmø - PVC DR18	m	_____	_____	_____
405.03	300mmø - PVC DR18	m	_____	_____	_____
406.00	Watermain Offset				
406.01	150mmø - PVC DR18	ea	_____	_____	_____
406.02	300mmø - PVC DR18	ea	_____	_____	_____
407.00	Connections to Existing Watermains				
407.01	Street 1 West of Street 2	l/s	_____	_____	_____
407.02	Street 1 East of Street 2	l/s	_____	_____	_____
407.03	Street 2 North of Street 1	l/s	_____	_____	_____
407.04	Street 2 South of Street 1	l/s	_____	_____	_____
408.00	Hydrants				
408.01	Install Hydrant including 150mmø Hydrant Lead and Appurtenances	l/s	_____	_____	_____
409.00	Valves				
409.01	150mmø Gate Valve	ea	_____	_____	_____
409.02	300mmø Gate Valve	ea	_____	_____	_____
410.00	Water Service Connections				
410.01	25mmø - PEX - 17.0 ± m	ea	_____	_____	_____
410.02	50mmø - PEX - 10.0 ± m	ea	_____	_____	_____



TENDER DOCUMENTS

THE CORPORATION OF
THE CITY OF ST. THOMAS

REQUEST FOR TENDER # 2016-XXX

CONTRACT # XX-XX-XX

#PROJECT NAME

#PROJECT LIMITS

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
410.02	100mmø - PVC DR18 - 16.0 ± m including 100mmø Valve	ea	_____	_____	_____
410.03	150mmø - PVC DR18 - 7.0 ± m including 150mmø Valve	ea	_____	_____	_____
411.00	Individual Anodes				
411.01	Anode for existing copper service	ea	_____	_____	_____
412.00	Thermal Insulation				
412.01	Thermal Insulation	m ²	_____	_____	_____

4. WATERMAIN - SUBTOTAL: _____



5. ROADS

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
501.00	Temporary Erosion Control				
501.01	Light Duty Silt Fence Barrier	m	_____	_____	_____
501.02	Heavy Duty Silt Fence Barrier	m	_____	_____	_____
501.03	Silt Fence Flow Check Dam	ea	_____	_____	_____
501.04	Straw Bale Flow Check Dam	ea	_____	_____	_____
502.00	Clearing and Grubbing				
502.01	Close Cut Clearing and Grubbing	l/s	_____	_____	_____
503.00	Excavation and Grading				
503.01	Regular material, incl. disposal off-site (8,000 ± m ³)	l/s	_____	_____	_____
503.02	Contaminated material, incl. disposal off-site	tonne	_____	_____	_____
503.03	Fill material, Disposal on-site (3,000 ± m ³)	l/s	_____	_____	_____
503.04	Unsuitable material below subgrade, including disposal off-site - regular material, and backfill with Granular "B" material	m ³	_____	_____	_____
504.00	Removal of Existing Asphalt				
504.01	Removal of Asphalt Pavement (100 ± mm thick)	m ²	_____	_____	_____
504.01	Removal of Asphalt Driveway	m ²	_____	_____	_____
504.02	Removal of Asphalt Pathway	m ²	_____	_____	_____
505.00	Removal of Existing Concrete				
505.01	Removal of Curb and Gutter	m	_____	_____	_____
505.01	Removal of Sidewalk	m ²	_____	_____	_____
505.02	Removal of Concrete Retaining Wall	ea	_____	_____	_____
506.00	Removal of Street Signs				
506.01	Remove and Salvage Street Signs to Public Works, including delivery	ea	_____	_____	_____
507.00	Milling Asphalt				
507.01	Asphalt milling, General	m ²	_____	_____	_____
507.02	Strip milling at Joints 1.0 m wide - 40 mm deep	m	_____	_____	_____
507.00	Sawcut Existing Asphalt				
507.01	Sawcut full depth at limits of removal	m	_____	_____	_____



Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
Subdrains					
508.00					
508.01	Subgrade Subdrain - French Drains	m	_____	_____	_____
508.02	Subgrade Subdrain - 100mmø HDPE c/w filter sock and stone surround wrapped in geotextile	m	_____	_____	_____
508.02	Swale Subdrain - 100mmø HDPE c/w filter sock and stone surround wrapped in geotextile	m	_____	_____	_____
509.00 Granular Road Base					
509.01	Granular "A" (200mm thick)	tonne	_____	_____	_____
509.02	Granular "B" Type II (550mm thick)	tonne	_____	_____	_____
510.00 Asphalt					
510.01	HL8 Base Course (50mm thick)	tonne	_____	_____	_____
510.02	HL3 Surface Course (35mm thick)	tonne	_____	_____	_____
510.03	Tack Coat	m ²	_____	_____	_____
511.00 Driveways					
511.01	Residential (250 mm Granular "A", 75 mm HL3 Asphalt (2 Lifts))	m ²	_____	_____	_____
511.02	Commercial / Industrial (300 mm Granular "B" Type II, 150 mm Granular "A", 50 mm HL8 Asphalt, 35 mm HL3 Asphalt)	m ²	_____	_____	_____
511.03	Interlocking Concrete Pavers (250 mm Granular "A", 50 mm Concrete Sand Bedding)	m ²	_____	_____	_____
512.00 Adjust Valves, Maintenance Holes to Grade prior to Placement of Surface Asphalt					
512.01	Maintenance Holes, including HDPE Adjustment Rings	ea	_____	_____	_____
512.02	Adjust Valves to Grade	ea	_____	_____	_____
513.00 Curb					
513.01	OPSD 600.100	m	_____	_____	_____
513.02	OPSD 600.040	m	_____	_____	_____
513.02	OPSD 600.010	m	_____	_____	_____
513.03	Private curb to match existing	m	_____	_____	_____
514.00 Sidewalk, incl. 150mm thick Granular Base					
514.01	Regular Sidewalk (125 mm thick)	m ²	_____	_____	_____
514.02	Residential Driveways (125 mm thick - reinforced)	m ²	_____	_____	_____
514.02	Commercial Entrances (200 mm thick - reinforced)	m ²	_____	_____	_____
514.02	Private sidewalk (100mm thick)	m ²	_____	_____	_____
514.03	Tactile Walking Surface Indicators, per ramp	ea	_____	_____	_____



Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
515.00	Traffic Paint Pavement Markings				
515.01	Stop Bars (60 cm)	m	_____	_____	_____
515.02	White (10 cm)	m	_____	_____	_____
515.02	Yellow (10 cm)	m	_____	_____	_____
516.00	Thermoplastic Pavement Markings				
516.01	Stop Bars (60 cm)	m	_____	_____	_____
516.02	White (10 cm)	m	_____	_____	_____
516.02	Yellow (10 cm)	m	_____	_____	_____
517.00	Pre-formed Plastic Pavement Markings				
517.01	Stop Bars (60 cm)	m	_____	_____	_____
517.02	White (10 cm)	m	_____	_____	_____
517.02	Yellow (10 cm)	m	_____	_____	_____

5. ROADWORK - SUBTOTAL: _____



6. TRAFFIC SIGNALS AND STREET LIGHTING

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
601.00	Traffic Signals				
601.01	Traffic Signals	l/s	_____	_____	_____
601.02	Temporary Traffic Signals	l/s	_____	_____	_____
602.00	Street Lighting				
602.01	Street Lighting	l/s	_____	_____	_____

6. TRAFFIC SIGNALS AND STREET LIGHTING - SUBTOTAL: _____



7. LANDSCAPING

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
701.00	Remove Existing Trees				
701.01	Less than 300mmø	ea	_____	_____	_____
701.02	Greater than 300mmø	ea	_____	_____	_____
702.00	Tree Protection				
702.01	Tree Protection	ea	_____	_____	_____
703.00	Install New Tree				
703.01	Acer Freemanii Autumn Blaze Maple	ea	_____	_____	_____
703.02	Ginkgo Biloba Meadowspire Tree	ea	_____	_____	_____
703.03	Cercidiphyllum Japonicum Katsura Tree	ea	_____	_____	_____
703.04	Quercus Rubra Red Oak	ea	_____	_____	_____
703.05	Gymnocladus Dioicus Kentucky Coffee Tree	ea	_____	_____	_____
703.06	Tilia Cordata Little Leaf Linden	ea	_____	_____	_____
704.00	Topsoil and Sod				
704.01	Topsoil and Sod	m ²	_____	_____	_____
704.02	Water for Sod	ea	_____	_____	_____
705.00	Topsoil and Seeding				
705.01	Topsoil and Regular Seeding	m ²	_____	_____	_____
705.02	Topsoil, Seeding and Hydraulic Mulch	m ²	_____	_____	_____

7. LANDSCAPING - SUBTOTAL: _____



8. CONTINGENCY

Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
801.00	Contingency				
801.01	Contingency	l/s	_____	_____	_____

8. CONTINGENCY - SUBTOTAL: _____



SUMMARY

SECTION	Tender Amount
1. GENERAL	_____
2. SANITARY	_____
3. STORM	_____
4. WATERMAIN	_____
5. ROADWORK	_____
6. TRAFFIC SIGNALS AND STREET LIGHTING	_____
7. LANDSCAPING	_____
8. CONTINGENCY	_____
	TOTAL: _____
	13% HST: _____
	TOTAL TENDER PRICE: _____



FORM OF AGREEMENT



THE CORPORATION OF THE CITY OF
ST. THOMAS





FORM OF AGREEMENT

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 # 2016-XXX
Contract # XX-XX-XX
#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 Tenderers
 7. Form of Tender
 8. Ontario Provincial Standards for Roads and Public Works, Volumes 1 to 4 inclusive and Volumes 7 and 8
 9. Ontario Traffic Manual
 10. 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 Tenderers, Form of Tender, 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 Tenderers 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.

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



THE CORPORATION OF THE CITY OF
ST. THOMAS





SPECIAL PROVISIONS

1. General