



The Corporation of the City of Oshawa

Request for Tender

Contract No: C2025-002

For: Building Services Renovations – City Hall

Term of Agreement: N/A

Closing Date: Tuesday, April 1, 2025

Closing Time: 2:00:00 p.m. Local Time

Question Deadline: March 25, 2025, 2:00:00 p.m. Local Time

All questions must be submitted through the City's bidding system.

Bids Received by Electronic Bid Submissions Only will be received through the City's Bidding System at oshawa.bidsandtenders.ca prior to the Closing Date & Time.

Inquiries:

Buyer: Nathan Albion

Email: NAlbion@oshawa.ca

Phone: 905-436-5661

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Information for Bidders – Summary Sheet

Below are some of the key requirements of this request for Bid, the details of which are provided within this Bid Document. This information summary is provided for convenience only.

Bidders must consult the entire Bid Document to ensure that they have included or addressed all information in their Bid Submission.

Submission Requirements:

Description	Yes/No	Requirement
Bid Deposit	No	N/A
Agreement to Bond	No	Digital Agreement to Bond
Performance Bond	No	N/A
Labour/Materials Payment Bond	No	N/A
Holdback Applicable	Yes	10%
Certificate of Recognition (COR®) required	No	
Fidelity Bond	No	
Commercial General Liability Insurance (C.G.L.)	Yes	Upon award – Not less than \$5 million per occurrence
Automobile Insurance	Yes	Upon award – Not less than \$2 million per occurrence
Professional Liability	No	N/A
Other Insurance	No	
WSIB Clearance Certificate	Yes	Upon Award
Schedule of prices to be completed in whole	Yes	
Sample products	No	
Other Certifications	No	
Accessible Deliverables	No	Refer to Accessible Procurement on the Purchasing Page
Fair Wage Policy	No	
Site Meeting	Yes	Mandatory
Date and Time		March 13, 2025 9:00 am
Location		50 Centre St. S, Oshawa, ON L1H 3Z7

Definitions and Interpretations

1.0 Definitions

All initially capitalized terms not otherwise defined in these Bid Documents shall have the meaning as defined in the City of Oshawa [Purchasing By-Law](#) as amended.

Wherever a term below appears in the text of this Bid Document in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **Bid Document** means a form of Bid Solicitation issued by the City that may be in the form of a Request for Tender, Request for Proposal or Request for Quotation, including all documents, schedules, parts, attachments and addenda as may be issued by the City, stating the City's intention to buy or to consider buying the Goods and/or Services as defined in the specifications.
- b) **Bid Submission** means a Bidder's response to a Request for Tender or Quotation.
- c) **Bidding System** means the City's bid opportunities website, [Current Bid Opportunities](#).
- d) **Bidder(s)** means all individuals, associations, firms, partnerships, corporations, trusts, organizations or trustees who submit a Bid Submission in response to a Bid Document and includes their agents, heirs, successors, and permitted assigns.
- e) **Company** means the person, sole proprietorship, firm, corporation, Contractor and/or other legal entity to whom the City has awarded the Contract, which may include its legal representatives, successors and permitted assigns, agents, employees, sub-contractors and suppliers.
- f) **Contractor** means the Bidder(s) whose Bid Submissions are accepted and who agree to supply all labour, equipment, materials and services to perform the work as described in the Contract. In either case, this term extends to its legal representatives, successors and permitted assigns, agents, and employees.
- g) **Electronic Bidding or Electronic Bid Submission** means a method of issuing Bid Documents and/or receiving written Bids where the process of using and/or receiving Bids by internet is considered appropriate.
- h) **Total Acquisition Cost** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

2.0 Interpretation

The following rules of interpretation apply:

- a) All terms and words used in this Bid Document, regardless of the number and gender in which they are used shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter as the context or sense of this Bid Document or and paragraph or clause herein may require, the same as if such words have been fully and properly written in the appropriate number and gender.

- b) Each reference to Provincial legislation in this Bid Document, unless otherwise specified, is a reference to the Current Consolidated Statutes of Ontario, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- c) The words “shall”, “will”, and “must” used in this Bid Document shall be construed as imperative.
- d) The word “may” used in this Bid Document shall be construed as permissive.
- e) The word “and” is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word “or” is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word “or” may also be an inclusive conjunction having the same meaning as the word “and”.

Part A - Instruction to Bidders

This Bid Document defines the Bidder(s) obligations and limits the Bidder(s) rights.

By submitting a Bid in response to this Bid Document, each Bidder acknowledges that the Bidder has read, completely understands, and accepts the terms, conditions, and specifications of the Bid Document in full.

Except where otherwise expressly agreed, the Bid Document shall be deemed to remain in effect throughout the Contract.

The Bid Document shall define and limit the scope of any contractual or other legal rights in favour of any Bidder or subcontractor flowing from the Bid Document or the submission or acceptance of any Bid.

It is the exclusive responsibility of each Bidder to submit a complete Bid in accordance with this Bid Document.

Bidders are cautioned to read this Bid Document in its entirety and only submit Bids in strict accordance and compliance with this Bid Document, including any addenda, schedules, specifications, documents, attachments, and Purchasing By-Law.

The Corporation of the City of Oshawa (alternatively referred to as the “City” or the “City of Oshawa”) shall only accept Electronic Bid Submissions submitted through the City’s Bidding System Website.

Bid Submissions submitted and/or received by any other method shall be rejected, unless the City has instructed otherwise by published Addendum.

The City reserves the right, at its discretion, to reject any Bid Submission that is incomplete or does not comply with the Bid Document.

To ensure receipt of the latest information and updates via email regarding this bid or if a Bidder has obtained this 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: [Current Bid Opportunities](#).

1.0 Contract Intent

- a) The intent of this Bid Document is to secure the Goods and/or Services outlined herein in accordance with the terms, conditions, specifications, appendices, schedules and attachments of this Bid Document. The City may or may not enter into a Contract as a result of the issuance of this Bid Document. The City may accept any Bid in whole or in part, whether the price or prices be the lowest or not, and may reject any and all Bids.
- b) In the event the City accepts a Bid, a Contract is formed between the successful Bidder and the City. The intent of the Contract is for the successful Bidder to supply Goods and/or Services for the purpose as outlined in the Bid Document, and the successful Bidder is to supply these Goods and/or Services in a manner fit and suitable for the City’s intended use.
- c) The City reserves the right to Contract with one or more Bidder(s) at its sole discretion.

2.0 Bid Delivery & Closing Time

2.1 Electronic Bid Submission Only

- a) The City will only accept Electronic Bid Submissions submitted through the Bidding System. Electronic Bid Submissions must be received by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the date shown on the front of the Bid Document and throughout the Bid Document (the “Deadline for Submission”).
- b) 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. The Bidder should be aware Bid transmission can be delayed due to technological problems such as, file transfer size, transmission speed, etc.
- c) For the above reasons, the City recommends that the Bidder allows sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Bidder assumes sole responsibility associated with submitting a Bid on time. The closing time and date shall be determined by the City’s Bidding System web clock.
- d) The Bidding System will send a confirmation email to the Bidder advising that their Bid was submitted successfully. If the Bidder does not receive a confirmation email, they are advised to contact the Purchasing Department immediately. Bidders should contact the Buyer listed at least twenty-four (24) hours prior to the Deadline for Submission, if they encounter any problems.
- e) Late Bids will not be accepted by the City’s Bidding System.
- f) The City will not consider or evaluate any late bids. The Bidder agrees it has been expressly cautioned about the possibility for technological issues and delay inherently associated with the nature of an electronic Bidding System. The City will not be held liable or accountable to any Bidder(s) who did not give due consideration to these potential issues and was unable to submit a Bid in compliance with the Deadline for Submission as a result of any technological issues or delay that may arise from time to time.
- g) 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: [Current Bid Opportunities](#).
- h) Bidders may edit or withdraw their Electronic Bid Submission prior to the closing time and date. However the Bidder is solely responsible for ensuring the re-submitted bid is received by the Bidding System prior to the Deadline for Submission.

2.2 Bid Closing Time and Date

- a) 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 Document, to receive Addenda/Addendum email notifications, download Addenda and to submit their bid electronically through the Bidding System.
- b) The closing time shall be determined by the Bidding System web clock.
- c) Bidders are cautioned that the timing of a 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 due to technological problems such as file transfer size, transmission speed, etc.

3.0 Bid Submission

The City will only accept and receive Electronic Bid Submissions through the City's Bidding System.

Hard-copy Bid Submissions shall not be accepted and will be rejected.

- a) When a Bidder submits a Bid Submission in response to a Bid Document, the Bidder expressly agrees to be bound by all terms and conditions contained in the Bid Document. The Successful Bidder will be bound by the terms and conditions contained in the Bid Document.
- b) It is the exclusive responsibility of the Bidder to submit a complete Bid in accordance with the Bid Document. When submitting a Bid, Bidders must ensure that all areas of the Bid Document that require information are completed and submitted in accordance with the instructions, including but not limited to: Deposits, Agreement to Bond forms if applicable, and Schedule of Prices. Failure to do so may result in the incomplete Bid being rejected.
- c) All words and phrases forming part of the Bid must be written out in full, and abbreviations must not be used. Where an abbreviation is used contrary to this requirement, any ambiguity or other uncertainty may be construed against the Bidder.
- d) None of the conditions contained on the Bidder's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the City and specifically referred to on the purchase order.
- e) All documents prepared and work carried out by a Bidder in preparing its Bid, and all oral presentations to the City in connection with a Bid, shall be without cost to the City, and neither the City's publication of a Bid Document nor the submission of a Bid shall be construed to oblige the City to award a Contract.

4.0 Inquiry

- a) All inquiries regarding this Bid Document shall be made in writing and sent through the Bidding System.
- b) Details of the site visit, if applicable, are provided in the Information for Bidders – Summary Sheet provided at the front of this Bid Document. If the site visit is deemed to be mandatory, any Bidder who does not attend the site visit will be disqualified from the bidding process.
- c) Any inquiries and/or requests for clarification will be responded to in writing through the Bidding System. Any questions directed to the City prior to the Bid Submission shall allow sufficient time for a written clarification to be issued and received from the City, should it consider it necessary to issue such clarification.
- d) The City shall not be bound by any oral discussions or communications including instructions, amendments or clarifications, information, advice or suggestions.
- e) If during the period prior to submission of Bids, the City determines, in its sole and unfettered discretion, that part of the Bid requires formal amendment or clarification,

written addenda to this Bid will be produced and posted on the City's Bidding System website.

- f) Bidders attempting to contact City staff or elected officials other than the contact indicated in this Bid Document, for whatever reason, during the Bid or evaluation process are advised that such action may result in their disqualification from the process. If consultation is deemed to be necessary by the City, a pre-bid meeting of all Bidders and City staff will be arranged at a location of the City's choosing, and published on the Bidding System with reasonable Notice. The City reserves the right to change the Deadline for Submission, if necessary, to accommodate such a meeting.
- g) No officer, agent or employee of the City is authorized to verbally alter any portion of this Bid Document. During the period prior to submission of Bids, any clarification will be issued in the form of written addenda.
- h) All references to Bidder(s) include all staff from the proposing organization as well as all contractors and sub-contractors that the proposing organization may hire to supply the Goods or Services.
- i) Any questions about the interpretation of specifications or the bid process shall be made in writing and addressed to Procurement through the Bidding System in ample time before the deadline for submissions. Questions submitted after the Deadline for Question period, as posted on the Bidding System, may not be given consideration. The City's decision is final in this regard.

4.1 Addenda

- a) The City reserves the right at any time prior to the award of the Contract:
 - to withdraw or cancel the Bid Document;
 - to extend the time for the submission of Bids;
 - to modify these Instructions, the Bid Documents, the specifications; the Special Provisions; or the Description of the Goods or Services or
 - to change the Goods or Services or Contract Documents;by the publication of an Addendum or other notice, and the City shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder (or any other person) as a result of its so doing.
- b) 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.
- c) 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, reviewed and read all Addendum/Addenda that have been issued. Bidders should check online at: [Current Bid Opportunities](#) prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.
- d) 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 Time and Date, and an Addendum is issued by the City, the Bidding System shall automatically 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 for:

- i. making any required adjustments to their Bid; and
 - ii. acknowledging the addendum/addenda; and
 - iii. ensuring the re-submitted Bid is received by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.
- e) Where an Addendum is issued, every Bid shall be deemed conclusively to have included an appropriate allowance for the change made by the Addendum or notice in the price or prices set out in the Bid.

Note: Additional Company contacts are recommended for the reasons outlined below:

- Bidders 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 the company’s invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids for which the Bidder is a Registered Plan Taker. In the event the company contacts are on vacation or unavailable due to illness etc., these additional contacts may act on the 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 Document, to submit Bids electronically through the Bidding System and/or withdraw, edit and/or acknowledge addendum/addenda, on the company’s behalf.
 - The Bidder should not invite any additional contacts within the company that the company does not want to have access to view, edit, submit and/or Withdraw Bid Submissions or who may be in direct competition (for example, a company may have two divisions that could compete for the same Bid Opportunity).
- f) All communications to Bidders will be in the form of Addenda and shall form an integral part of the Bid Document.
- g) The Bidder will receive, a notice of addenda from the City at the email address provided in registration. However, it remains the sole responsibility of the Bidder to regularly monitor the [Current Bid Opportunities](#) on the City’s website for any addenda, changes, additions or deletions related to the Bid Document. The City will not be held accountable or liable to any prospective Bidder for the submission of a non-compliant Bid or a Bid that has been automatically withdrawn as a result of the Bidder failing to monitor and respond to the Bidding System Notices, and/or any technological issues that may arise such as the Bidder not receiving email updates.
- h) An Addendum published on the Bidding System is considered sufficiently served on any prospective Bidder.

5.0 Bid Content

Bids will be deemed complete if they include all of the following submitted through the Bidding System:

- a) A completed and executed Bid through the Bidding System.
- b) A completed list of Sub-contractors, if required.

- c) A completed reference list. Bidders must provide three appropriate references listing completed projects of a similar size and nature, including contact names, telephone numbers and email addresses. References must be related to projects of a similar scope and value to that of the current Bid.
- d) A Bid Deposit (if applicable) as detailed in the Information for Bidders – Summary Sheet.
- e) An Agreement to Bond (if applicable) as detailed in the Information for Bidders – Summary Sheet.
- f) A declaration confirming that the Bidder has not been convicted of an offence under the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 (the “Occupational Health and Safety Act”) within the previous three (3) years. If the Bidder has been convicted of an offence under the Occupational Health and Safety Act within the previous three (3) years, particulars of the offence shall be provided, including, but not limited to, details of any remedial action taken after and any other information requested by the City.
- g) If requested by the City, the Bidders WSIB Workplace Injury Summary Report.
- h) If any of the above information is missing or deficient, the City reserves the right, in its sole and unfettered discretion, to request written clarification or to reject the Bid in its entirety.

6.0 Acceptance of Terms

- a) Each Bidder, by submitting a Bid, represents that the Bidder has read, completely understands, and accepts the terms, conditions, and specifications of the Bid Document in full.
- b) Withdrawal of a Bid after its submission to the Bidding System is permitted only prior to the time and date of the closing of the Bid Document.

7.0 Acknowledgement

- a) By submitting a Bid, the Bidder acknowledges they have carefully examined all of the Bid Documents and the Goods to be supplied and/or Services to be performed under the Contract, and accepts the terms and conditions and instructions in full and if awarded the Contract, agrees to provide the Goods/Services in strict accordance with the Bid Documents for the prices set forth in their Bid.
- b) Bid Submissions must be verified by declarations under the Terms and Conditions section of the Electronic Bidding System, from the party or parties submitting the Bid that the matters stated therein are in all respects true.

8.0 Conflict of Interest

- a) No employee of the City shall personally sell Goods or Services to the City, nor have a direct or indirect interest in a company that sells Goods or Services to the City.
- b) The City may reject any Bid submitted, or cancel any Contract awarded, in contravention of this section.
- c) Each Bidder shall be deemed to have warranted that it has not employed or retained any person, other than a bona fide employee, agent or broker working for the Bidder, to solicit

or secure the proposed contract, and that it has not paid or agreed to pay any person, other than a bona fide employee, agent or broker working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of that proposed contract, or as an inducement to be awarded that contract. Without prejudice to any of its other rights, the City reserves the right to annul any contract or other arrangement entered into with a Bidder where there is a breach of this warranty.

9.0 Non-Exclusive

The Bidder acknowledges and agrees that any Contract(s) awarded as a result of this Bid Document will be non-exclusive. The City may, at its sole and unfettered discretion, purchase the same or similar Goods or Services from other sources, including but not limited to other Bidders, during the term of the Contract(s).

10.0 Bid Bond Deposit

- a) If required, the amount of the Bid Bond Deposit, will be provided in the Information for Bidders - Summary Sheet and shall be provided as detailed below. A bid bond from a Surety company authorized by law to carry on business in the Province of Ontario, in favour of the Corporation of the City of Oshawa, equal to, or greater than, ten (10%) percent of the total bid submitted (including all charges, taxes, contingencies and allowances) is to be scanned into the Bidding System.
- b) The Bidder shall submit with their Bid, a deposit by way of Digital Bond. The Bid Bond must be payable to the Corporation of the City of Oshawa in the amount as specified, duly executed by a Guarantee Surety Company, authorized by law to carry on business in the Province of Ontario, and that is satisfactory to the City.
- c) Bid Bonds must name the "Principal" as the firm carrying out the work and not a sub-contractor or manufacturer supplying commodities to the firm carrying out the work.
- d) The term of the Bid Deposit must remain valid for a minimum period of ninety (90) calendar days from the closing date of the Bid Document, during which period, Bids shall not be withdrawn.
- e) If a Bid Deposit is submitted in a form other than as specified above the Bid may be rejected at the City's discretion. If a Bid Deposit is required, and is not submitted through the Bidding System the Bid will be rejected.
- f) Each Bidder that submits a Bid will be deemed to have acknowledged and agreed that the amount of the bid security required with respect to a Bid constitutes a genuine pre-estimation on the part of the City of the damages that will be suffered by the City as a result of a failure or refusal on the part of the Bidder to provide such performance or other security as may be contemplated in the Bid Document, or enter into a Contract for Work, as the case may be, but the amount payable under that bid security shall not prevent the City from recovering the excess of its provable damages over and above the amount of that bid security, whether by way of any legal proceeding or otherwise.
- g) In the event of default or failure of the Successful Bidder to execute the Contract as prescribed, or to commence the Project, Work or Supply within ten working days following the issue of a purchase order or notice to proceed, the City shall declare the bid security forfeited and the Bidder will be held responsible for any increased costs or damages incurred by the City.

- h) If a Bidder requests that their Bid be withdrawn between the time of Bid Closing and the Contract being awarded, the said Bid Bond Deposit shall be forfeited to the City as damages.
- i) Once the Company has complied with the submission requirements outlined in the Bid Document and a Contract is executed with the Company by a duly authorized official of the City, the retained Bid Deposits of the unsuccessful Bidders will be null and void upon the expiration of the time allowed for acceptance its Bid.

10.1 Digital Bid Bond

- a) The Bid Bond Deposit shall be in the form of a Digital Bid Bond and shall be submitted with your Electronic Bid Submission.
 - Bidders shall **upload** a copy of the Digital Bid Bond.
 - The Digital Bond shall be third party authenticated by a firm such as Mobile Bonds or Xenex Enterprises Inc. or other provider used by the Ontario Surety. All instruction details for accessing authentication must be included with the submitted Bond.
 - The Digital Bid Bond shall meet the Digital Bond Criteria as identified by the Surety Association of Canada (<https://suretycanada.com/>)

No other form of Bid Bond will be accepted.

- b) Bidders shall create a **single zip file** (see Bidding System instructions on how to create a zip file) containing both their Bid Bond Deposit and Agreement to Bond and upload the zipped file to the City's Bidding System in the file labelled "Bid Bond Deposit and Agreement to Bond".

11.0 Agreement to Bond and Performance & Payment Bonds

- a) If required, the details of an Agreement to Bond will be provided in the Information for Bidders – Summary Sheet and shall be provided as detailed below.
- b) An Agreement to Bond shall be included with the Bid, using the City's supplied Agreement to Bond form (see attached), or other Surety form, providing the same content as supplied in the City's Agreement to Bond form is used. The Agreement to Bond must be duly executed by a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and that is satisfactory to the City.
- c) Within ten working days, after being notified by the City, the Company will be required to furnish a Performance Bond and if requested, a Payment Bond, each in the form required by the City and duly executed with a Guarantee Surety Company that is satisfactory to the City, authorized by law to carry on business in the Province of Ontario.
- d) Performance Bonds and Payment Bonds shall be in amounts as specified herein and shall be effective throughout the duration of the Contract. Performance Bonds shall include a period of maintenance of 24 months after the substantial performance of the work.
- e) The City reserved the right to cancel the Contract if the successful Bidder fails to furnish the required Performance and Payment Bonds, insurance certificate, Workplace Safety Insurance Board (hereinafter referred to as "W.S.I.B.") certificate or other required

documents within ten (10) working days of a written request by the City. If the Contract is cancelled in this manner, the proceeds of the Company's bid security accompanying its Bid will be forfeited as compensation to the City for its losses. This action does not limit the City's right to recover any loss, damages or expense it incurs including, but not limited to, the additional costs associated with selecting another Bidder's Bid.

11.1 Digital Agreement to Bond

a) The Agreement to Bond shall be in the form of a **Digital Agreement to Bond** and **shall be submitted with your Electronic Bid Submission**.

- Bidders shall up-load a copy of the Agreement to Bond.
- The Digital Agreement to Bond shall be third party authenticated by a firm such as Mobile Bonds or Xenex Enterprises Inc. or other provider used by the Ontario Surety. All instruction details for accessing authentication must be included with the submitted Agreement to Bond.
- The Digital Agreement to Bond shall meet the Digital Bond Criteria as identified by the Surety Association of Canada (<https://suretycanada.com/>)

No other form of Agreement to Bond will be accepted.

b) Bidders shall create a **single zip file** (see Bidding System instructions on how to create a zip file) containing both their Bid Deposit and Agreement to Bond and upload the zipped file to the City's Bidding System in the file labelled "Bid Bond Deposit and Agreement to Bond".

12.0 Fidelity Bond

The details of a Fidelity Bond, if required, are provided in the Information for Bidders – Summary Sheet provided at the front of the Bid Document.

- a) Where the Contract involves working on City property without supervision, the Company will provide evidence that all personnel employed on, upon or about the premises of the City, are covered by a Fidelity Bond in an amount not less than \$10,000 for each individual, or a Certificate of Insurance indicating proof of Employee Dishonesty Coverage.
- b) The Bidder shall provide proof from their Surety or Insurance company of ability to obtain fidelity bonding with their Bid through the Bidding System, or their Bid may be rejected.

Part B – Standard Terms and Conditions

1.0 Acceptance

- a) As soon as practicable after opening the Bids, the City will endeavour to act upon them. The acceptance of a Bid will be provided by notice in writing signed by a duly authorized representative of the City and no other act of the City shall constitute the acceptance of a Bid. The placing of a notice of award to a Bidder by the City to the email address given in a Bid shall constitute formation of the Contract and no other form of notice shall be required. Acceptance of a Bid by the City shall bind the Company to execute any additional documents as required by the City to further evidence or define the Contract.
- b) The Contract shall consist of and have priority in the following order:
 - i. the purchase order;
 - ii. the Bid Document;
 - iii. and the Company's Bid.
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means that if there is a discrepancy between a term in the City's purchase order and a term in the chosen Bid, the term in the purchase order will prevail to the extent of the discrepancy.
- d) The City may accept any Bid in whole or in part, whether the Total Acquisition Cost is the lowest or not, and may reject any or all Bids. There shall be no requirement of the Bid Document, implied or otherwise, that the Bid representing the lowest Total Acquisition Cost will be selected or preferred.
- e) In addition to considering bid prices, when evaluating Bids and awarding the Contract, the City may exercise reasonable commercial judgment taking into account with respect to its decision, which may include:
 - the full lifetime cost implications to the City with respect to each Bid, including life-expectancy; the inclusion or exclusion of alternate or optional equipment or configurations and the price implications thereof; training or retraining costs; length and scope of warranty coverage; and long-term maintenance requirements;
 - the need to achieve economies of scale in supply;
 - the need to diversify sources of supply;
 - compatibility with existing equipment, including battery systems and battery chargers, such compatibility to be determined by tests conducted either by the City or by an independent testing agency satisfactory to the City;
 - compatibility with existing computer software and hardware, and capability to generate reports suitable to the City's existing reporting requirements; such compatibility and capability to be determined by tests conducted either by the City or by an independent testing agency satisfactory to the City;

- any extraordinary or unjustified disparity between the lowest Bid and the other Bids received by the City;
 - the amount of any trade-in allowance that is offered;
 - the need to secure timely and reliable sources of supply;
 - the need to discontinue reliance on obsolete technology and methods;
 - the need to provide state-of-the-art service to the residents of the City, or to integrate any aspect of City operations with those of its neighbors;
 - the need to avoid the use of unproven technology and methodologies;
 - the need to spread and minimize risk to the City;
 - the proximity of any service center of a Bidder to the City;
 - the benefit in employing suppliers who have a proven track record of successful delivery and good reputation within the business community for integrity and competence;
 - the prior record of the Bidder as a supplier to the City;
 - the prior convictions of the Bidder under the Occupational Health and Safety Act within the previous three (3) years; and
 - whether the Bidder holds a current Certificate of Recognition (“COR”) from the Infrastructure Health & Safety Association, or equivalent certification; and
 - such other considerations as would influence the decision of a reasonable and prudent purchaser in the particular circumstances of the City at the time when the Contract is awarded;
- f) In awarding the contract, the City may take into account the adherence or non-adherence of a particular Bidder to the social, economic or labour relations policies of the City.
- g) The City reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the Bid, and to award Contracts to one or more Bidders, to accept or reject any Bid in whole or in part, to waive irregularities and omissions in the City’s sole and unfettered discretion, if in so doing, the best interests of the City will be served. No liability shall accrue to the City for its decision in this regard.
- h) In addition to the preceding paragraph, the Bidder, by submitting a Bid, agrees that it will not claim damages in relation to preparing its Bid for matters relating to the Contract or in respect of the competitive process, and the Bidder, by submitting a Bid, waives any claim for loss of profits if no contract is made with the Bidder.
- i) Should the City receive only one (1) Bid on commodities/services that have a known multiple sources potential, the City reserves the right to recall or cancel the competition, on the same or revised terms, or to negotiate the prices and/or terms offered by the Bidder.
- j) Should the City receive no compliant Bids within budget, the City reserves the right to recall or cancel the competition, on the same or revised terms, or to negotiate the prices and/or terms offered by the Responsive and Responsible Bidder.

- k) All Bids shall be irrevocable for ninety (90) days following the deadline for submission to allow sufficient time for evaluation of the Bids and for the investigation of the Bidders.
- l) Upon acceptance of a Bid, or any part of it, by the City, the Company shall, if requested by the City so to do, execute and enter into an additional formal Contract that is satisfactory to the Solicitor of the City, to properly secure the Contract resulting from the acceptance of a Bid, or any part of it, and to include indemnity and related provisions that in the opinion of the Solicitor are required to protect the City.
- m) Any notice that the City may be required to or desire to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if forwarded by email, regular mail or courier and addressed to the Bidder at the address shown for the Bidder on its Bid. The notice shall have been deemed to be served on the Bidder,
 - On the day it was emailed, if sent by email;
 - On the earlier of the day the recipient actually receives it or the third day after the day it was sent by mail; or
 - The day following registration with the courier.
- n) No Bid shall be accepted from any person or Bidder who has a claim or has instituted a legal proceeding against the City, or against whom the City has a claim or has instituted a legal proceeding, without the prior approval of City Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this Bid Document.

2.0 Purchasing By-Law

- a) Bids will be called, received, evaluated, accepted, and processed in accordance with the City's Purchasing By-law and Procedures posted on the City's website at [Purchasing By-Law](#). By submitting a Bid, each Bidder agrees to be bound by the terms and conditions of that By-law and those Procedures, including any amendments to them, as fully as if it were reproduced and attached to this Bid Document.
- b) No verbal arrangement or agreement relating to the Goods or Services specified or called for under this Bid Document will be considered binding and every notice, advice or other communication pertaining to it must be in writing and signed by a duly authorized person.

3.0 Contract Extensions and Pricing

The Contract Term shall be as shown in the Information for Bidders – Summary Sheet.

If not specified elsewhere in the Bid Documents, the following shall apply for multi-year Contract Term pricing:

- a) Prices submitted shall be firm for the duration of the Contract Term or where the City is seeking a multi-year commitment, the unit prices shall remain firm, as a minimum, for year one of the Contract Term.
- b) Proposed unit prices for any subsequent years within the Contract Term after the first year, must be considered to be fair market price, balanced and must not exceed the maximum Consumer Price Index (C.P.I.), All Items, Ontario as published 60 days prior to the Contract renewal date. https://www.statcan.gc.ca/eng/subjects-start/prices_and_price_indexes/consumer_price_indexes

- c) Should the Company propose an increase in excess of C.P.I., All Items, Ontario, they will be required to justify the proposed increase in relation to their industry benchmarks for pricing.
- d) If the City does not agree to the proposed unit price changes, the City reserves the right to not renew the Contract for any subsequent years. The City shall not be held liable to the Company for their decision in this regard.
- e) The City shall have the sole and absolute right to extend the term of the Contract for any or all optional extension periods identified in the Contract. Pricing for such extensions shall be in accordance with Bid Document. There is no automatic renewal option under the Contract.
- f) Renewal will be subject to Company providing revised Certificates of Insurance and W.S.I.B. Certificates of Clearance, where required.
- g) Any additions or revisions to the Contract must be approved by the City prior to proceeding.

4.0 Unit Prices

- a) Bid prices must be in Canadian funds and be Free on Board (F.O.B.) delivered. Unit prices shall be firm and shall include all federal excise tax, customs duty, freight, insurance and all other charges of every kind attributable to the Goods or Services save and except the Harmonized Sales Tax (H.S.T.), which is extra where applicable.
- b) The Company shall be responsible for the collection and remittance of all applicable taxes and agrees to hold the City harmless in this regard.
- c) The unit price prevails in cases of discrepancies between unit prices and extension calculations. The City will make all necessary corrections to any Bid that is in error through addition or extension with the corrected value prevailing, and all Bidders shall be bound by such corrections.

5.0 Bidder Eligibility

- a) Bidders must meet the City's requirements for experience. The City reserves the right to contact the references provided in a Bid Submission to confirm the Bidder's experience, ability and performance. The City will not be responsible for following up with the Bidder or the Bidder's references that do not respond in a timely manner.
- b) The City will disqualify any Bidder who cannot provide the following, when requested by the City:
 - proof that they have previously held and satisfactorily completed a contract of the size and type being proposed or proof of employment in the type of service being proposed and written references as to their satisfactory performance;
 - adequately demonstrate that they have the ability to provide the necessary expertise and resources, including sub-contractors, to satisfactorily complete the Contract; or
 - proof of COR certification, or certification through an equivalent program.

- c) The City reserves the right to require a Bidder to replace any of the sub-contractors provided in its bid if the sub-contractor is deemed unsatisfactory by the City.
- d) The City reserves the right to investigate and evaluate the experience, capability, safety, quality, registration and financial position of any Bidder prior to an award of a Contract.
- e) The City reserves the right to reject any Bidder or Bid in its sole discretion, at any stage of the bid process, on the basis of:
 - The Bid contains false or misleading information or misrepresentation;
 - The Bidder fails to cooperate with the City's attempt to seek clarification or verification of information contained in a Bid;
 - The Bidder reveals a conflict of interest in its Bid or a conflict of interest is brought to the attention of the City;
 - The Bidder has one (1) or more conviction(s) under the Occupational Health and Safety Act and/or Fire Prevention and Protection Act within the previous three (3) years that is related to a fatality or critical injury in the workplace;
 - Information provided by references;
 - Lack of reference response; or
 - If any of the references contacted confirm that the reference information provided by the Bidder is substantially inaccurate or confirm that the Bidder was terminated from a Contract due to default or failed to meet the performance requirements for similar work, goods and/or services, the City reserves the right to reject the Bid.

The City's decision in this regard is final.

- f) This Bid is made by the Bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Bid for the same Goods and/Services, and is in all respects fair and without collusion or fraud.
- g) The City reserves the right to use its self as a reference and may disqualify any Bidder that has provided poor past performance or the City has terminated or not renewed a Contract due to poor performance. The City decision in this regard will be final.

6.0 Bid Review Procedures

To maintain the integrity of the process, a Bidder who believes there has been a breach of the requirements of the Canadian Free Trade Agreement (the "CFTA"), shall take the following steps:

- a) A request by a Bidder for a bid review must be received by the Manager, Procurement, within ten (10) business days from the time when the basis of the dispute became known or reasonably should have become known. The request must be in writing and must provide sufficient detail including reference to the specific article in the CFTA that the Bidder believes was breached.
- b) A review committee consisting of the Manager, Procurement, the department Director and the City Solicitor or their approved designates shall review the dispute.

- c) Findings shall be issued to the Bidder in writing within 90 days after filing of its dispute, unless an extension of time is warranted due to extenuating circumstances. Extension of time will be communicated to the Bidder.
- d) The City and the Bidder shall seek to resolve the dispute through consultations.
- e) Where a Bidder provides an appeal, in writing, to the review committee's initial findings, the City will appoint an arbitrator, independent of the City, to receive and review the appeal.
- f) If the arbitrator determines that there has been a breach, compensation to the Bidder is limited to the costs of the preparation of the bid submission, or the costs related to the dispute, or both.
- g) If the City and the Bidder cannot agree upon the fair and reasonable amount of such costs defined above, their quantum may be referred to the arbitrator for determination. The costs to be borne by the party that is unsuccessful in the dispute.

7.0 Assignment

- a) The Company shall not assign the Contract, or any portion of it, without the prior written consent of the City.
- b) It is understood and agreed that the Bidder will be an independent company and that all services will be performed by the employees or agents of the Company. Sub-contracting agreements made by the Company will not release the Company from any obligation to the City with respect to the performance of the Contract. Joint or consortium Bids must have one prime Company who will be responsible for overall project success, and provide one point of contact and a single billing point. The City shall not be responsible for payment to the Company's partners, sub-contractors or suppliers in the event the prime Company defaults on its responsibilities. The prime Company must communicate such to its partners, sub-contractors and suppliers. The prime Company must also provide the City with a written statement outlining function components that the sub-contractor(s) will be offering.
- c) Neither the use of one or more subcontractors to carry out the Contract, nor the assignment of the whole or any part of the Contract shall relieve the Successful Bidder of its obligations to the City.
- d) The City must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-contractors.

8.0 Indemnification

- a) The Company agrees that it shall continuously save, defend, keep harmless and fully indemnify the City, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be brought against or made upon the City arising out of or allegedly attributable to the Company's performance of or rendering of any Services pursuant to the Contract.
- b) The Company also agrees that it shall continuously save, defend, keep harmless and fully indemnify the City, its elected officials, employees and agents and its successors and

assigns, against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be incurred by the City arising out of or allegedly attributable to the Company's performance of or rendering of any Services pursuant to the Contract.

- c) The Company shall defend and indemnify the City from all claims arising out of unpaid accounts relating to the Contract. The City shall have the right at any time to require satisfactory evidence that the Goods or Services, or any part of it, in respect of which any payment has been made or is to be made by the City, is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.
- d) The Successful Bidder shall pay punctually all amounts owing to its suppliers in respect of all services and materials supplied by them with respect to the Contract, including any applicable interest, taxes, costs and other charges, and shall forthwith cause every lien preserved or perfected by any person with respect to the Contract or the subject matter of the Contract to be vacated or discharged, and as between the Successful Bidder and City all costs relating thereto shall be paid by the Successful Bidder and shall be for its account.
- e) The City may enforce the rights of defence and indemnity conferred on the elected officials, officers, agents and employees of the City under this section on their behalf and to the same extent as if they were parties to the Contract.
- f) The rights to defence and indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the City, its elected officials, officers, agents and employees provided under the Contract Documents.
- g) The rights to defence and indemnity provided for in this section shall survive the expiration or any termination of the Contract.

9.0 Insurance

a) Liability Coverage

Upon award the Company shall obtain, provide and maintain a Commercial General Liability (C.G.L.) Insurance Policy for the duration of the Contract.

- i. The Policy shall be written on an occurrence basis and have a liability limit of not less than the amount shown on the Information for Bidders - Summary Sheet in respect of any one accident or occurrence.
- ii. The City of Oshawa shall be named on the Policy as an additional insured without subrogation.
- iii. Policy coverage shall include third party bodily injury including death, property damage and personal injury and wording in the Policy shall not be less than the insurance wording shown in I.B.C. Forms 2100 and 2320, or their equivalent replacement.
- iv. The Policy shall be taken out with an insurance company licensed to carry on the business of insurance in the Province of Ontario.
- v. The Policy shall contain a cross liability and/or severability clause which protect each insured to the same extent as if they were separately insured.

- vi. Prior to commencement of the Contract, the Company shall verify that valid insurance coverage is in place by submitting a certificate of insurance to the City which must be acceptable in all respects to the Manager, Procurement.
- vii. The certificate of insurance will identify the City of Oshawa as an additional insured with respect to the services provided by the Company, under this Contract. No review or approval of any such insurance certificate by the City shall derogate from or diminish the City's rights or the Company's obligation contained in the Contract.
- viii. If liability limits are extended by an umbrella or excess liability policy, the certificate of insurance must clearly identify which underlying liability policy is affected by the umbrella or excess limit.
- ix. The Policy shall be endorsed to provide that the City is to receive not less than thirty (30) days' notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered or sent by registered mail to the Manager, Procurement. Should any claim(s) arise, the Company shall be financially responsible to pay for any amount(s) up to and including the deductible amount under the Policy.
- x. The Company shall ensure that any and all sub-contractors also have valid Commercial General Liability Insurance coverage with the same limits and wording as outlined in this section, if the City grants assignment pursuant to the Contract.

b) Automobile Coverage

Upon award the Company shall obtain, provide and maintain an Automobile Insurance Policy to cover all vehicles and commercial trailers owned or leased by the Company on forms meeting statutory requirements covering all vehicles and commercial trailers used in any manner in connection with the performance of the terms of this Contract.

- i. The Policy shall have a liability limit of not less than two million dollars (\$2,000,000) in respect of any one accident or occurrence.
- ii. Policy coverage shall include third party bodily injury including death, property damage and basic accident benefits and coverage shall not be less than the insurance wording shown in the Standard Ontario Automobile Policy Form OAP 1
- iii. The Policy shall be taken out with an insurance company licensed to carry on the business of insurance in the Province of Ontario.
- iv. Prior to commencement of the Contract, the Company shall verify that valid insurance coverage is in place by submitting a certificate of insurance to the City which must be acceptable in all respects to the Manager, Procurement.
- v. The Policy shall be endorsed to provide that the City is to receive not less than thirty (30) days' notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered or sent by registered mail to the Manager, Procurement.
- vi. Should any claim(s) arise, the Company shall be financially responsible to pay for any amount(s) up to and including the deductible amount under the Policy.

- vii. The Company will ensure that any and all sub-contractors also have valid Automobile Insurance coverage with the same limits and wording as outlined in this section, for all licensed vehicles owned and/or leased by them, if the City grants assignment pursuant to the Contract.

c) Professional Liability Insurance

The Successful Company shall carry Professional Liability Insurance covering the work and services described in this agreement. The policy shall provide coverage for an amount not less than Two Million dollars (\$2,000,000.00) per occurrence and Four Million dollars (\$4,000,000.00) in aggregate.

d) General Insurance Guidelines

The limits and types of coverage requested herein are minimum requirements and may not reflect potential insurable risks or exposures for all circumstances. It is the responsibility of the Company relying on the advice of their insurance and/or legal representative to purchase higher limits and/or any additional coverage appropriate for all claim circumstances.

10.0 Workplace Safety Insurance Board (W.S.I.B.) Certificate

- a) A W.S.I.B. account number and clearance certificate from the Workplace Safety Insurance Board shall be provided prior to the commencement of work indicating all payments by the Company to the W.S.I.B. in conjunction with the Contract have been made, and that the City will not be liable to the W.S.I.B. for future payments in connection with the Company's fulfillment of the Contract.
- b) Clearance certificates should be renewed prior to expiry every ninety (90) days, at a minimum, during the term of the Contract.
- c) The City shall have the right to retain, out of any monies payable by the City to the Company under this Contract, the total amount from time to time outstanding of all damage claims by third parties arising out of this Contract which have not been settled by the Company or its insurers. For the purposes of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained once the claim has been fully investigated by the W.S.I.B.
- d) Independent operators (for example, single owner/operators) will be subject to the requirements under this Section. As such these operators will be required to provide a W.S.I.B. Certificate of Clearance.
- e) Independent operators must provide a certificate from W.S.I.B. confirming they have purchased the Optional W.S.I.B. Coverage.

11.0 Occupational Health & Safety Act/Environmental Protection Act

- a) Should the provisions of the Occupational Health and Safety Act apply to the work to be completed under a Contract resulting from this Bid Document, a contravention of the Occupational Health and Safety Act, as amended from time to time, by the Company, sub-contractor or supplier may be considered a breach of this Contract.

- b) The Company shall “take every precaution reasonable in the circumstances” for the protection from injury of City employees, occupants of the site, the general public and workers.
- c) The Company shall comply with, and cause any and all sub-contractors and suppliers to comply with, any safety regulations or directive issued in writing by or on behalf of the City in respect of the Contract and project.
- d) The Company must immediately bring to the attention of the City any health and safety issues that arise throughout the duration of the Contract.
- e) The City may inspect and scrutinize the work to be completed under the Contract throughout the duration of the Contract. Should the City become aware of or witness any health and safety issues related to the Occupational Health and Safety Act and all applicable regulations, either by the Company, sub-contractor or supplier, the City may issue warnings, remediation, and/or indemnities.
- f) The Company shall provide, erect, and maintain required barricades, warning signs, guard-rails, and light guards in accordance with the Occupational Health and Safety Act and all applicable regulations.
- g) Except as specified in the Contract, the Company will ensure that no additional signs are erected unless approved by the City.
- h) The Company agrees that it shall continuously save, defend, keep harmless and fully indemnify the City, its elected officials, employees and agents and its successors and assigns, from and against all consequences of any and all safety infractions committed by the Company, sub-contractors or suppliers under the Occupational Health and Safety Act, including the payment of legal fees and disbursements on a full indemnity basis.
- i) The Municipality reserves the right in its sole and absolute discretion to request any and all health and safety documents for review for adequacy of health and safety compliance (procedures, forms/permits, guidelines, documented equipment inspections, etc.) from the Successful Bidder prior to commencement or during work/work tasks. Any such documents shall be in compliance with all Applicable Laws.
- j) The Company shall remove debris, packaging and waste materials frequently and as directed by the City. The Company shall remove from the site and legally dispose of rubbish, waste materials, and any form of hazardous waste (as defined in regulations to the Environmental Protection Act, R.S.O. 1990, c. E.19 (the “Environmental Protection Act”) as amended from time to time).
- k) Dust and dirt shall be kept to an acceptable level and as directed by the City. The Company shall cover or wet down dry materials and rubbish to prevent blowing dust and debris.
- l) At all times during the completion of the Contract, all hazardous chemical waste shall be properly identified and stored so as not to pose a safety or health hazard to City employees, occupants of the site and the general public.
- m) The Company shall adhere to all requirements of O. Reg. 153/04: Records of Site Condition – Part XV.1 of the Act and with all requirements of O. Reg. 406/19: On-Site and

Excess Soil Management of the “Environmental Protection Act”, as amended from time to time and as applicable to the Contract work.

12.0 Ministry of Labour Notice of Project

If required for the project, the Company shall notify the Ministry of Labour of the project upon award of the Contract and provide the City with a copy of the notice.

13.0 Character of Workers

- a) The reference to "workers" refers to workers of the Company and its sub-contractors, if any, and includes Corporate Officers.
- b) The Company agrees to employ only orderly, competent, and skillful workers. When the Contract calls for a worker to be certified in their discipline, or the discipline requires certification, the Company shall ensure every worker shall be current and up to date in their certification. Whenever the City informs the Company in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the Company will ensure that the worker in question is removed from the work site and shall not be further employed on the Contract without the City's written consent.

14.0 Code of Conduct and Behaviour

- a) Bidders shall at all times conduct themselves with high standards of integrity, cooperation and professionalism when dealing with City employees. Any behaviour (including physical, verbal or written harassment or abusive acts) deemed inappropriate by the City may result in the Bidder from being banned from future City Contract opportunities.
- b) The Company's employees, principals and sub-contractors shall at all times conduct themselves with high standards of integrity, cooperation and professionalism during the performance of the work, and shall cause its subcontractors and their suppliers to do the same. In addition, the Company's employees, principals and sub-contractors shall refrain from inappropriate behaviour including physical, verbal or written harassment or abusive acts towards any City employee or persons working on behalf of the City or residents. Any behaviour deemed inappropriate by the City may result in the Company's employee or sub-contractor being removed from working on the project, and/or termination of the Contract and/or banning the Company from future Contract opportunities.

15.0 Project Site Working Conditions

- a) It is the Bidder's responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and applicable administrative practices.
- b) Details of the site visit, if applicable, are provided in the Information for Bidders – Summary Sheet provided at the front of the Bid Document. Bidders not attending mandatory site meetings will be disqualified from the bidding process. Bids received from disqualified Bidders will be returned unopened at the Bidder's expense.

16.0 Care and Handling

- a) The Company will assume full responsibility for the safe handling and delivery of materials, in accordance with the Transportation of Dangerous Goods Act, 1992, S.C. 1992, c. 34 (the "Transportation of Dangerous Goods Act") and the Occupational Health and Safety Act, as amended from time to time, the Workplace Hazardous Materials Information System (hereinafter referred to as "W.H.M.I.S."), and any other municipal, provincial or federal legislation applicable during the term of this Contract.
- b) Prior to commencement of the work the Company shall provide a list of products controlled under W.H.M.I.S. which he expects to supply on this Contract. The Company will provide Material Safety Data Sheets (hereinafter referred to as "M.S.D.S.") to the City prior to Contract commencement.
- c) The Company(s) shall be aware of and conform to all governing regulations, including those established by the City, related to worker health and safety. The Company shall keep employees and sub-contractors informed of such regulations. The Company will be responsible for obtaining the City's Workplace Safety and Health Policy and adhere to the policy, including the dress code for on-the-job safety.

17.0 Storage and Dispensing Equipment

Where storage and/or dispensing equipment is required for proper handling and storage of delivered Goods or Services, such equipment is provided and owned by the City.

18.0 Patents and Copyrights

- a) The Company shall, at its sole expense, defend all claims, actions or proceedings brought against the City based on any allegations that the Goods or Services, or any part of it, constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the City all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis, occasioned to the City in this regard.
- b) The Company shall pay all royalties and patent license fees required for the Goods or Services.
- c) If the Goods or Services, or any part of it, is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the Company shall either secure for the City the right to continue using the Goods or Services or shall, at the Company's sole expense, replace the infringing Goods or Services with non-infringing Goods or Services or modify it so that the Goods or Services no longer infringes any such rights.
- d) No black market or grey market Goods shall be supplied to the City, and every person and Company supplying Goods or Goods and Services to the City shall be deemed to have warranted that they are genuine and lawfully supplied.

19.0 Errors and Omissions of the Company

Errors, mistakes, or omissions made by the Company, its agents, employees, or workers, subcontractors or suppliers shall be rectified by the Company at its sole expense.

20.0 Equivalencies

- a) Wherever possible, the Goods or Services specified or called for in or under this Bid Document shall be of Canadian origin and manufacture.
- b) If patented or proprietary goods, material, articles, or equipment are mentioned in this Bid Document, Bids submitted on approved equivalents will be considered, but the mark or brand of them must be specified in the Bid.
- c) The City will be the sole and final judge as to whether an alternate product is equivalent or not and the City's decision shall be final.

21.0 Samples

Samples, when required, must be submitted strictly in accordance with the instructions. If samples are requested after opening of Bids, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Bidder's expense, if so requested, provided they have not been destroyed by tests and provided they are not required for comparison purposes. The acceptance of samples by the City shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the Contract.

22.0 Changes in the Goods or Services

The City may, without invalidating the Contract, direct the Company to make changes to the Goods or Services. When a change causes an increase or decrease in the Goods or Services, the Contract price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the City and the Company. All changes must be in writing.

23.0 Quantities

- a) Unless otherwise specified in this Bid Document, quantities shown are approximate and furnished without liability on behalf of the City. Quantities are supplied for the guidance of the Bidders only and are not to be considered as minimum or maximum quantities.
- b) Quantities are subject to user requests, program changes and budget approval and may be increased or decreased when orders are actually placed.
- c) Unless otherwise stated, payment will be by the unit complete at the Bid price on the actual quantities deemed acceptable by the City.
- d) It will be the responsibility of the Company to maintain a suitable stock of materials for prompt delivery when required and to satisfy themselves that individuals releasing and/or picking up material are in fact City employees. Prices bid must include all incidental costs and the Bidder must be satisfied as to the full requirements of the Bid Document. No claims for extra work or Goods or Services will be entertained and any additional Goods or Services must be authorized in writing prior to commencement. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Bid.

- e) If applicable, the City will issue a Contract or purchase order to cover its requirements, against which releases will be made directly by various departments or agencies of the City.

24.0 Terms of Payment

- a) Unless alternate payment terms are identified in the specifications attached to this Bid Document as Part C, the City will accept billing for one hundred (100%) percent of the actual value of each element of the Goods provided or Services performed in each month and accepted by the City. Invoices will be payable by the City thirty (30) days after they are received.
- b) For work governed by the Construction Act, R.S.O 1990, c. C. 30 (the “Construction Act”) payment will be made in accordance with the Construction Act. Unless explicitly agreed to in writing, the Contract is deemed to be governed by the Prompt Payment principles set out in the Construction Act.
- c) Where required by the Construction Act, appropriate monies will be held back in compliance with the statutory requirements of the Construction Act. Holdback releases are dependent upon the Company meeting the requirements of the Construction Act.
- d) Payments made by the City, including final payment, shall not relieve the Company from its obligations or liabilities under the Contract.
- e) Vendors must note that payments will be made in accordance with the authorized prices and upset limit (estimate) outlined on the purchase order. No other payments will be made without prior express written justification to and authorization by Procurement.
- f) Acceptance by the Company of the final payment shall constitute a waiver of claims by the Company against the City, except those previously made in writing in accordance with the Contract and still unsettled. The City shall have the right to withhold from any sum otherwise payable to the Company any amount sufficient to remedy any defect or deficiency in the Goods and Services, pending correction of the deficiencies or any amount sufficient to satisfy any claim the City has against the Company resulting from a previous contract, a legal proceeding or unpaid accounts, including property or business taxes.
- g) Bidders are advised that the City has implemented a Procurement/Purchasing Card (PCard) system for its small dollar acquisitions. Although this Contract will be implemented as a systems Contract, users (i.e. City staff) may require the ability to pick up Goods needed immediately from the closest available location and would “release” off the City Contract by means of the PCard. The Company must ensure that any City acquisitions made with a PCard are charged at the quoted prices.
- h) The City of Oshawa also accepts electronic invoicing from vendors. Invoices must be provided in Portable Document Format (P.D.F.) format and sent directly to Accounts Payable at: accountspayable@oshawa.ca. Invoices received at this e-mail address will be treated as an “original copy”.
- i) The City of Oshawa provides vendors with the option to receive direct deposit through an electronic payment program by contacting Accounts Payable at: accountspayable@oshawa.ca.

25.0 Discounts for Prompt Payment

- a) Upon receipt of invoice(s) that are in accordance with the price(s) and terms and conditions shown on the purchase order, where discounts for prompt payment have been offered, cheques can be issued within twenty (20) days of receipt of the invoice in Finance Services - Accounts Payable section (address as shown on the purchase order).
- b) Bidders are to state the percentage discount for prompt payment offered in the appropriate area of the Electronic Bid Submission. All discounts for prompt payment offered will not be calculated to form part of the total bid price and therefore will not be factored into the award. Where no discount for prompt payment has been offered on the bid form, the terms of payment for the invoices will be "Net 30 Days" and invoices processed accordingly, unless the Contract is governed by the Construction Act.
- c) Cheques covering payment of invoices offering discounts for prompt payment will be forwarded by regular mail to suppliers to arrive on or before the twentieth (20th) day following receipt of the invoice in Accounts Payable. However, the City cannot be held responsible for delays beyond its control such as, but not limited to, services provided by Canada Post, lost mail, disruption of postal services, weekends and statutory holidays, etc. It is not possible to make cheques available for pick up by vendors that offer a discount for prompt payment.
- d) Suppliers are required to clearly indicate/highlight on their invoice the rate of the discount for prompt payment offered, number of days after receipt of the invoice in Accounts Payable that the discount applies and the dollar value of the discount. The rate of discount for prompt payment must be in accordance with that offered at the time of bidding and may not be altered at any time during the contract period.
- e) In the event that payment cannot be mailed to arrive at the supplier's office by the twentieth (20th) day following receipt of the invoice by Accounts Payable (subject to section 18 (b) above) the invoice will be paid without deducting the discount offered. There will be no penalty or damages applied against the City for discounts not taken.
- f) Invoices forwarded by the supplier that are not accurate when received by Accounts Payable or require adjustment/revision to comply with the prices, terms and conditions of the purchase order will be considered as complete and received by Accounts Payable only when all required adjustments/revisions have been made.

26.0 Default by Company

The provisions of this section are in addition to any other rights to which the City is entitled by law.

The following shall constitute acts or events of default by the Successful Bidder:

- a) where the Successful Bidder fails or neglects to commence or to proceed with the Project, Work or Supply diligently and at a rate of progress that in the opinion of the City will ensure entire completion within the time provided for in the Contract Documents;
- b) where the City determines reasonably that the Successful Bidder has abandoned the work or failed to observe and perform any of the provisions of the Contract;

- c) where the Successful Bidder fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the Contract;
- d) where the Successful Bidder is adjudged bankrupt or becomes insolvent, or a petition in bankruptcy is filed against the Successful Bidder, or where the Successful Bidder makes an assignment for the general benefit of creditors or applies for relief under the Companies' Creditors Arrangement Act, R.S.C. 1985 c. C-36 (the "Companies' Creditors Arrangement Act") or where proceedings of any type are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of the Successful Bidder;
- e) where any formal or informal proceeding for the dissolution of, liquidation of, or winding up of, the affairs of the Successful Bidder is instituted by or against the Successful Bidder, or where a resolution is passed or any other act undertaken for the winding up of the Successful Bidder;
- f) where the Successful Bidder ceases or threatens to cease to carry on its business, or where the Successful Bidder makes or agrees to make a bulk sale of its assets;
- g) where a receiver, manager or trustee is appointed in respect of the business or assets of the Successful Bidder, or any part of thereof, by a court of competent jurisdiction, or under an agreement;
- h) where the Successful Bidder defaults in payment of any indebtedness or liability to a bank or other lending institution, whether secured or not;
- i) where the Successful Bidder fails to pay its account;
- j) where the Successful Bidder defaults in the completion of the work within the time limit under the contract or within the City-extended time limit; or
- k) where the Successful Bidder fails or refuses to remedy any unsatisfactory or defective work or to remove any unsatisfactory or condemned material when so ordered by the City in writing; and
- l) where the Successful Bidder persists in any course in violation of any of the provisions of the Contract Documents after receiving written notice from the City to correct that violation.

Where an act or event of default by the Successful Bidder occurs, the City may terminate the Contract by giving ten (10) days written notice to that effect to the Successful Bidder.

Any termination of the Contract by the City, as mentioned in 26.0 above, shall be without prejudice to any other rights or remedies the City may have.

If the City terminates the Contract, it is entitled to:

- i. Withhold any further payment to the Company until the completion of the Goods or Services and the expiry of all obligations under the Contract;
- ii. Enforce any Performance Bond, letter of credit or other performance security provided by the Company; and
- iii. Recover from the Company any loss, damage and expense incurred by the City by reason of the Company's default, which may be deducted from any monies due or becoming due to the Company.

27.0 Termination for Non-Performance

- a) The City reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including the level of quality of Goods or Services provided and further reserves the right to cancel any or all of the Contract if the Company fails to correct deficiencies within such period of time as stated.
- b) Where the Company is in default in carrying out any of its obligations under the Contract, the City may issue a verbal notice outlining the deficiency in supply or other aspects of performance and require the Company to correct those deficiencies within such period of time as stated.
- c) The Company shall give the City written notice of the cause of any delay or deficiency, and the City in its' sole discretion may choose to accept extensions in delivery timeframes.
- d) If the deficiency is not corrected within the time specified, or there is a further instance of deficient performance, the City may issue a written notice to the Company identifying the deficiency in performance and setting a final date or time period for its correction.
- e) If corrective steps are not taken by the final date or within that time, the City may terminate the Contract, cancel the Purchase Order and take corrective action.
- f) In the event the Company fails to perform work in a safe manner, the Contract may be unconditionally cancelled by the City without notice and without penalty to the City.
- g) The City reserves the right to disqualify for an indeterminate period (minimum two (2) years) the name of any Bidder for breach of the terms and conditions of this Bid Document or for unsatisfactory performance of the Contract. This disqualification will apply to the terminated Company as the Bidder on future quotations, tenders or requests or proposal or as a sub-trade to a Bidder on future competitions (quotations, tenders, or proposals) issued by the City. The City also reserves the right to publish the names of all disqualified Company's in any future Bids.

28.0 Termination on Notice

In addition to the termination rights contained herein, the City shall have the right to terminate this Contract in its sole discretion for any reason, on 15 calendar day's written notice. On the termination date stipulated in such notice, the Company shall discontinue its work and the City shall reimburse the Company for that portion of the work performed up to the termination date. If the City terminates this Contract under this provision the City may be liable for costs incurred by the Company related to the quantities in the Contract and works completed up to the date of termination. The City shall not be liable for any other costs or damages that may arise directly or indirectly from termination under this provision, including but not limited to loss of anticipated profit, loss of opportunity, expectation, special, consequential or punitive damages.

29.0 Contract Dispute Resolution

- a) In the event of any dispute or claim arising between the City and the Company as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim.

- b) The notification of dispute or claim shall be made in writing within seven (7) calendar days of the dispute or cause of action arising and state the nature of the dispute giving full details and history of the events leading to the dispute or claim.
- c) The parties agree that they will work together in good faith first, to resolve the matter internally by escalating (if necessary), to higher levels of management.
- d) If the dispute or claim with regard to rights and obligations under the Contract cannot be resolved to the satisfaction of both parties, even after being escalated to the highest level of management within their respective organizations, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario prior to resorting to litigation.
- e) Any agreed dispute resolution process shall be held in strict confidence in order to protect and safeguard both parties confidential information.
- f) Each party shall continue performing its obligations during the resolution of any dispute.
- g) Any arbitration decision can be appealed to the Ontario Superior Court of Justice and is not final and/or binding on the parties.

Notwithstanding the above, the Termination for Non-Performance and Termination on Notice clauses as set out in these Bid Documents, are not subject to Contract Dispute Resolution.

30.0 Disclosure/Retention of Records

- a) Total bid prices will be made available on the City's website. The bid prices will be the amount read out at the bid opening and subject to arithmetical validation.
- b) Submissions of Bids as a result of this Bid Document are in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 (the "M.F.I.P.P.A.").
- c) Release of information contained in the Bids may be requested by anyone under the M.F.I.P.P.A. Consideration will be given to Bids that contain either a trade secret or information that if disclosed would result in harm to the Bidder. This would include scientific, technical, financial or labour relations information.
- d) All requests for information must be made in writing and submitted, along with the applicable fee to the City's Freedom of Information Officer, City Clerk Services.
- e) To prevent the release of information the Bidder must state that the Bid is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.
- f) The Company(s) shall maintain and retain all records and other documents in any form related to the Contract and/or purchase order for a period of three (3) years from the date of final payment. Upon request, the Company(s) shall make available to the City any such records and/or documents.
- g) A record means any record of information, however recorded, whether in printed form, on film, by electronic means or otherwise and includes, but is not limited to, correspondence, emails, photographs, field notes, reports, arithmetical tabulations and analysis.

- h) The Company(s) agrees that in the event that it receives a request for disclosure of information, confidential or otherwise, it shall, prior to any disclosure, notify the City Clerk immediately in writing of such a request and shall not agree to such disclosure without the City's written consent.
- i) Records produced as a result of engagement by the City shall not be disclosed or distributed to individuals, including elected officials within the City, other than the Project Manager (City staff lead on project), the City's Manager, Procurement, Legal Services or the City Clerk without prior written consent.

31.0 Laws and Regulations

The Company shall comply with all applicable federal, provincial and municipal statutes, law, regulations, ordinances, notices, City policies and by-laws pertaining to the Contract and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and sub-contractors. The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

32.0 Environmental Concerns

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, the Company will ensure that, wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or services. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

33.0 Electrical Safety Authority

In accordance with the Electrical Safety Authority (the "E.S.A.") regulations on the Continuous Safety Services (the "C.S.S.") Program, all Company's providing services at any City of Oshawa location involving any degree of electrical connections(s) must:

- a) Enter all electrical work into a log book (for "routine" work at facilities on the C.S.S. program); and/or
- b) Apply for and receive a Certificate of Inspection prior to energizing any electrical work (for "substantial" work at facilities on the C.S.S. program or any work performed at any City location **not** on the CSS program).

34.0 Errors, Omissions in the City Documents

The City shall not be held liable for any errors or omissions in any part of this Bid Document. While the City has used considerable effort to ensure an accurate representation of information in this Bid Document, the information contained in the Bid Document is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.

35.0 Fair Wage Policy

- a) The City of Oshawa has a Fair Wage Policy which is posted at our website.
- b) To learn more visit the Oshawa Purchasing Information Page:
<https://www.oshawa.ca/en/city-hall/resources/Documents/Fair-Wage-Policy-2007.pdf>.
- c) Visit our website for the complete policy. Bidders are requested to refer to the “Information for Bidders – Summary Sheet” page of this document to determine if Fair Wage is applicable to this project.
- d) In the event the Fair Wage policy is applicable, Successful Bidders will abide by the policy.

36.0 Compliance with the Ontario Human Rights Code

The Corporation of the City of Oshawa is committed to proactively addressing diversity, equity and inclusion issues and the development of strategic actions to create and maintain a barrier-free city.

In November 2017, the City adopted the City of Oshawa Diversity and Inclusion Plan (<https://www.oshawa.ca/en/city-hall/diversity-and-inclusion-plan.aspx>) compelling in part, that the City, when deciding to purchase goods or services, shall have regard to the equity for all residents of Oshawa.

The City is committed to the fundamental principles of fairness, justice and non-discrimination and to complying with all relevant provincial statutes and regulations enacted thereunder, with particular regard to, but not limited to, the Human Rights Code, R.S.O. 1990, c, H.19 (the “Ontario Human Rights Code”) and other human rights related legislation. This means that, as a person or business that deals with the public or other third parties on behalf of the City, the Contractor must ensure that its employees, agents and volunteers who work on City property or at City facilities are informed of and comply with the Ontario Human Rights Code.

The City has developed an Inclusive Language Manual (https://www.oshawa.ca/en/DEI_Inclusive-Language-Manual.pdf), an Equity and Inclusion Lens (https://www.oshawa.ca/en/city-hall/resources/Documents/DEI_Equity-and-Inclusion-Lens.pdf) and is providing a link to the Ontario Human Rights Commission (<http://www.ohrc.on.ca>) to further assist Bidders in complying with the Ontario Human Rights Code.

37.0 Diverse Suppliers

The City of Oshawa, through its open, fair and transparent procurement processes aims to promote equitable access by providing economic opportunities and encouraging people that may be experiencing economic disadvantage, discrimination and/or barriers to equal opportunity, including those from equity-seeking groups and/or communities protected by the Ontario Human Rights Code to Bid on these opportunities as they arise. These communities include, but are not limited to, women, Indigenous Peoples, racialized populations, persons with disabilities, newcomers, and LGBTQ2S+ persons.

The City encourages participation from Bidders that focus on economic opportunities for equity groups and who are affiliated with the Workplace Supplier Diversity Alliance (S.D.A.C.) and certified through one of the member organizations, such as:

- Canadian Aboriginal and Minority Supplier Council
- WBE Canada, Certified Women Business Enterprises
- Canadian Gay and Lesbian Chamber of Commerce
- Canadian Council for Aboriginal Business
- Inclusive Workplace Supply Council of Canada

Bidders can identify themselves as a diverse supplier within the Bids & Tenders Software. Although the City encourages diverse suppliers, diverse suppliers must meet the requirements of the Bid Document.

38.0 Accessibility for Ontarians with Disabilities Act, 2005

The City is committed to accessibility principles and preventing, where possible, barriers to access for people with disabilities by complying with all relevant provincial statutes and regulations enacted. The City has particular regard to maintaining compliance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 (the “A.O.D.A.”) as amended from time to time, and Ontario Regulation 191/11: Integrated Accessibility Standards (“O. Reg. 191/11”), as well as all successor and other accessibility-related legislation.

Pursuant to the requirements of O. Reg. 191/11, the City will incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so.

The Company must meet its statutory requirements under the A.O.D.A. and O. Reg. 191/11.

The Company shall ensure training is provided on the requirements of the accessibility standards under the A.O.D.A., O. Reg 191/11 and on the Human Rights Code as it pertains to persons with disabilities. This training will be provided to:

- a) all persons who are an employee of, or a volunteer with, the Company;
- b) all persons who participate in developing the Company’s policies; and
- c) all other persons who provide goods, services or facilities on behalf of the Company.

The training will be provided as soon as practicable, and on an ongoing basis to reflect any changes to the A.O.D.A., O. Reg, 191.11 and/or the Human Rights Code. The training must include a review of the purposes of the A.O.D.A. and provide instructions about the following matters:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person.

3. How to use equipment or devices available on the provider's premises or otherwise provided by the provider that may help with the provision of goods, services or facilities to a person with a disability.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods, services or facilities.

The Company, unless it is a small organization, shall keep records of the training provided, including the dates on which the training is provided and the number of individuals to whom it is provided.

Additionally, the Company, unless it is a small organization, will prepare a document that describes its training policy, summarizes the content of the training and specifies when the training is to be provided, and provide notice to the persons to whom it provides goods, services or facilities that the document is available on request.

The Company shall develop, implement and maintain policies governing its provision of goods, services or facilities, as the case may be to persons with disabilities, and use reasonable efforts to ensure that the policies are consistent with the following principles:

1. The goods, services or facilities must be provided in a manner that respects the dignity and independence of persons with disabilities.
2. The provision of goods, services or facilities to persons with disabilities must be integrated with the provision of goods, services or facilities to others, unless an alternative measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the goods, services or facilities.
3. Persons with disabilities must be given an opportunity equal to that given to others to obtain, use and benefit from the goods, services or facilities.
4. When communicating with a person with a disability, the provider shall do so in a manner that takes into account the person's disability.

The City reserves the right to inspect the Company's records of training, which must describe its training policy and summarize the training, including to whom the training has been given and when the training was given. The City also reserves the right to require the Company to amend its training policies, practices and procedures if the City deems the training not to be in compliance with the requirements of Ontario Regulation 191/11.

The City has developed an [Accessibility Customer Service Training Guide](#) for bidders training reference.

Alternative formats may be available upon request; contact purchasing@oshawa.ca.

39.0 Deliverables in Accessible Format

Suppliers will ensure all print material identified as deliverables will be created using an Arial or Verdana font in a minimum point size of 12. There will be a statement at the beginning or end of the document which reads “If this information is required in an alternate accessible format please contact, (name, phone number and email of Company). Suppliers will be responsible to supply all accessible formats if requested at no additional cost to the City of Oshawa and/or requestor.

Suppliers will ensure all digital products identified as deliverables will be in an accessible format as outlined in the Accessibility for Ontarians with Disabilities Act, 2005 Integrated Accessibility Standards Regulation – Ontario Regulation 191/11 conforming to the World Wide Web Consortium’s web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

Suppliers providing Accessible Information and Communication Products to the City of Oshawa must review and prepare digital products following:

- [Accessible Document Checklist](#)
- [Accessible Document Resources](#)
- [Accessible Instructions for Specifications and Terms of Reference](#)
- [Accessible Information and Communication Products](#)
- [Vendor Accessible Document and Website Standards](#)

Should public meeting accessibility accommodations be requested, they will be supplied by the Supplier at no additional cost to the City of Oshawa and/or requestor. Suppliers will ensure all PowerPoint presentations used in public meetings or presentations will conform to the City of Oshawa Formatting Tips for Accessible PowerPoint Presentations.

40.0 Design and Development Prohibitions

Suppliers, potential suppliers and consulting firms shall not be requested to expend time, money, or effort, for the design or development of specifications or otherwise help define a requirement beyond the normal level of service expected. Should such extraordinary services be required, the Manager, Procurement must be advised. If there is no alternative but to request such extraordinary services, the firm providing same shall be compensated at a pre-determined fee. The resulting specifications shall become the property of the City for use in obtaining competitive bids. Suppliers or consultants who provide design services and/or specifications for work to be bid shall not be permitted to submit a bid for said work.

41.0 Tax Arrears

Firms/individuals having tax arrears exceeding ten thousand dollars (\$10,000.00) will not be contracted by the City for any new business. Payments owing to firms/individuals with existing contracts, having tax arrears exceeding ten thousand dollars (\$10,000.00), will be applied to the outstanding taxes and not forwarded to the firm/individual until all outstanding taxes have been fully paid.

42.0 Force Majeure

In this section, “Force Majeure” means a delay in the performance of the Contract occurring other than as a result of the deliberate act or negligence of either party respectively, and which:

- a) could not have been reasonably foreseen; and
- b) was caused by an event beyond the reasonable control of each party respectively; and
- c) for the sake of greater certainty shall include any one or more of the following:
 - i. acts of God, the Queen, Her enemies, public enemies;
 - ii. civil war; insurrections or riots;
 - iii. acts of government or foreign states;
 - iv. fires; floods; explosions; or serious accidents that were not caused or contributed to by any act, fault or omissions of the Company;
 - v. earthquakes or unusually severe weather;
 - vi. epidemics, pandemics and/or quarantine restrictions;
 - vii. governmental priorities or allocation regulations or orders affecting materials, labour, equipment and facilities;
 - viii. fuel shortages or freight embargoes;
 - ix. embargoes by transportation companies;
 - x. strikes or labour troubles causing cessation, slowdown, interruption of work or other similar events relating to a person other than the Successful Bidder (or any subcontractor) or to the City;
 - xi. issuance of a stop Work order by a court of competent jurisdiction or Province or the Regional Medical Officer of Health for the Regional Municipality of Durham and/or other public authority provided that such order was not issued as a result of any act, fault or omission of the Company, or
 - xii. by other causes which The City determines in its sole discretion to be wholly beyond the control of the parties.
- d) If the Company's performance of any component of the Work is delayed in accordance with the Substantial Performance Date as outlined in the Information to Bidders – Summary Sheet or latest expressly accepted contract schedule, as applicable, in effect as of the date of the Force Majeure Event with the effect that the Substantial Performance Date or latest expressly accepted contract schedule are affected, then, to the extent affected, upon request by the Company, a non-compensable extension to any affected Substantial Performance Date or latest expressly accepted contract schedule shall be considered. The Company shall not be entitled to any compensation on account of any extension to any Substantial Performance Date or latest expressly accepted contract schedule. Further, The City shall have no liability to the Company for losses incurred by the Company as a result of any Force Majeure Event and which shall cause such party to

be unable to fulfil or to be delayed or restricted in the fulfilment of any obligation hereunder.

- e) In respect of each Claim Notice submitted by the Company for a Force Majeure Event, the Company, shall submit the applicable details in respect of an extension to the Substantial Performance Date or latest expressly accepted contract schedule, or any Milestone(s), any period(s), part(s) or portions(s) thereof, as applicable. If requested by The City, the Company shall provide a detailed schedule delay analysis supporting the Company's request and any additional supporting documentation as requested by The City.
- f) Changes to the Substantial Performance Date or latest expressly accepted contract schedule shall be administered by issuance of a Contract Change, unless The City and Company cannot mutually agree to an extension of time then The City at its sole discretion may determine the length of the extension the Company is entitled to and grant an extension of time accordingly by issuance of a Change Order.

43.0 Governing Law

- a) This Bid Document and any Contract arising therefrom shall be subject to and shall be construed in accordance with the laws of Ontario.
- b) Except as expressly stated above or if the City otherwise agrees in writing, any action or other legal proceeding arising under the Contract or any of the other Contract Documents (including any motion or other interlocutory proceeding) shall be brought in the Superior Court of Ontario in the Durham Region Courthouse. In the event that any action, application, motion or interlocutory proceeding is commenced in a region outside of the Durham Region, the Company agrees the proceeding will be transferred to the Durham Region Courthouse with no cost to the City.

44.0 Severance Where Provision Illegal, Etc.

Where one or more provisions of any of the Bid Documents are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, the remaining terms and provisions of the Bid Documents shall be deemed to be severable from the part so found and shall remain in full force and effect, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by each of the City and Successful Bidder.

45.0 Bid Document Governs the Contract

- a) The Bid Document shall define and limit the scope of any contractual or other legal rights in favour of any Bidder or subcontractor flowing from the City and this Bid Document or the submission or acceptance of any Bid.
- b) Except where otherwise expressly agreed, this Bid Document shall be deemed to remain in effect throughout the term of Contract and will survive the completion of the Contract or termination of the Contract as necessary.
- c) This Bid Document shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

Part C - Project Information & Appendices

1.0 Introduction

The City of Oshawa is pursuing construction services for the renovations required at City Hall, located at 50 Centre Street South, Oshawa. The Building Services Department requires renovations to accommodate department expansion within the 1st floor of the building.

2.0 Scope of Services

All labour, material, permits, inspections and certificates, access and related services required to perform as per the contract documents and specifications:

1. Supply all labour, material, equipment and supervision to complete the Building Services Renovations on the first floor of City Hall at 50 Centre Street South, Oshawa as indicated on the Contract Drawings and Specifications.
2. Parts of the first floor will be occupied by the Owner during construction and the Contractor shall provide all necessary dust screens and hoardings to protect occupied areas and shall maintain access occupied spaces and to exits at all times.
3. All works described in the Specifications & Drawings including but not limited to:
 - Mobilization and Demobilization to the Construction Site.
 - Temporary hoarding & means of access.
 - Temporary protection of interior corridors, elevators and dust control.
 - Selective demolition, removal, and disposal of interior finishes
 - Construction barriers and signage as required.
 - Compliance with Health & Safety Requirements.
 - Coordination with Consultant and Local Management office.
 - Compliance with applicable standards and noise by-law.
 - Protection of elevator, furniture, electrical & mechanical fixtures, and utilities.
 - All permits obtained by the contractor except building permit.
 - Bond & Insurance.
 - Daily clean-up and Final Cleaning.

3.0 Location

The project site is located at 50 Centre St S, Oshawa, ON L1H 3Z7.

4.0 Owner

The Corporation of the City of Oshawa is the sole owner of City Hall.

5.0 Contract Administration

This project will be managed by the City of Oshawa's Facilities Management Services

department, with Contract administration by the Consultant (JR Freethy Architect). The successful Contractor is required to provide a qualified, full-time site supervisor to oversee work completed under this Contract per the terms of this R.F.T. Site supervisor to remain for the project duration and cannot be replaced without notification and written approval by the City.

6.0 Project Schedule

Work must be continuous from the project start date until project completion. The successful Contractor will be required to submit a detailed project schedule within 5 business days of award of this Contract as well as interim schedules as required by the project manager and/or Contract administrator. Construction is to commence April 14th, 2025 and shall achieve Substantial Performance by June 13th, 2025 and be Complete by June 27th, 2025.

7.0 Budget Approval and Award

Construction is based on current budget and projected capital budgets. Quantities are subject to budget approval and may be increased or decreased when orders are actually placed.

8.0 City General Requirements

8.1 Proper Invoice

All invoices must be submitted electronically to accountspayable@oshawa.ca or mailed directly to Accounts Payable, City of Oshawa, 50 Centre Street South, Oshawa, L1H 3Z7.

Each application for payment shall include the information required for a "Proper Invoice" in Section 8.1 of the Construction Act and the following information:

- the Contractor's full legal name;
- the Contractor's full address, including place of business and head office, email address, and telephone number;
- the Owner's contact information including the Owner's project manager's name, title, and department;
- the Contractor's valid HST registration number;
- invoice date;
- unique invoice number;
- purchase order number as assigned by the Owner;
- the project site address;
- description of Work including a summary breakdown for each respective goods, materials or service category;
- invoice period;
- amount due, with separate line items showing the subtotal, HST and total amount due;
- previously invoiced amounts and total amounts invoiced to date;
- a valid Workplace Safety and Insurance Board Clearance Certificate that covers the invoice period; and
- Any other requirement or backup documentation specified in the Contract Documents or as may be requested by the Owner in writing, including a tally sheet confirming work quantities and/or deliverables; approved change orders authorized by the Owner or the

Consultant; or any other supporting documentation to substantiate the Work delivered and/or performed to date.

With the second and all subsequent applications for payment, the Contractor shall submit a sworn statement or Statutory Declaration of Progress Payment Distribution by Contractor, CCDC 9A-2018.

Invoices must be submitted within 30 days of goods received by the City or services provided to the City.

Failure to submit the invoice as listed above may result in your invoice being returned and resubmitted correctly.

8.2 Purchase Order

The successful bidder will receive one Purchase Order to cover the work.

Prior to invoicing the City, the Consultant/Contractor must send an email to the Project Manager with the work that has been completed (and any other necessary paperwork that is required for the project) and the dollar amount associated with that work.

The Project Manager must email approval to proceed with an invoice, once approved, an invoice can be submitted.

The invoice must include a purchase order and include the information as stated in 8.1 Invoices.

9.0 Project Appendices

Appendix A – Drawings

Appendix B – Specifications

Appendix C – DSS Report 1

Appendix D – DSS Report 2

Part D - Supplementary Conditions

1. 1.0 Definitions

Add the following definitions

Competent Person means a person who,

(a) is qualified because of knowledge, training and experience to organize the Work and its performance,

(b) is familiar with Occupational Health and Safety Act, R.S.O. 1990, c. O.1 and the regulations that apply to the Work, and

(c) has knowledge of any potential or actual danger to health or safety in the Workplace

Consultant is the company or person, engaged by the City of Oshawa and who is licenced to practice as an Architect or Engineer in the Province of Ontario.

Deficiency (Deficient) means any designs, engineering, materials and equipment, components, tools, supplies, installation, or workmanship of the Work, that is not of uniform good quality, free from any material defects or deficiencies in design, manufacture, or workmanship, or that contains improper or inferior workmanship, or does not conform to the requirements of the Contract Documents, regulations or standards governing the Work.

Deficiency Cost means two times the City's or the Consultant's estimate of the cost to replace Deficient Work and includes the cost to replace anything that may be damaged as a result of the Work of Deficiency correction.

Project means Project as defined in the Occupational Health and Safety Act, R.S.O. 1990, c. O.1

Substantial Performance is the meaning provided in Construction Act, R.S.O. 1990, c. C.30

Supplemental Instructions is an instruction that does not require a change to the contract price or schedule and provides information to complete Contract elements that are defined in the Contract.

When Material Supplied is the meaning provided in Construction Act, R.S.O. 1990, c. C.30 "When Material Supplied"

Work is all of the labour, material, equipment, permits, and other services required to complete the Contract.

2. Part B – 1.0 Acceptance

Amend paragraph b) by adding the following to "ii. The Bid Document"

2.1 "If there is a conflict within the Bid Document the order of priority shall be

- The Definitions
- The Supplementary Conditions
- The General Conditions

- Division 1 of the Technical Specifications
- Material and Equipment Schedules
- The Drawings”

3. Part B – 5.0 Bidder Eligibility

Amend “Part B – 5.0 Bidder Eligibility” by adding the following:

- 3.1 “h) Bidders will be required to provide the names and qualifications of the proposed construction team upon request by the City of Oshawa and prior to Contract award.

The proposed team would include all key site personnel including site superintendent, foreman, and skilled trades.

i) The Bidder shall be required to provide Vulnerable Sector Checks as defined by the Royal Canadian Mounted Police, for employees, subcontractors or suppliers at no additional cost to the Contract price.

The City has the right to refuse access to City of Oshawa Facilities and sites based on the results of Vulnerable Sector Checks.

- 3.2 j) Company Experience, Contract Size and Type

- i. The successful Bidder must have a minimum of five (5) years proven experience conducting a construction business and performing the Work described in this Bid Document.
- ii. Bidders shall provide at least three (3) examples of work that are similar in size, type, and complexity to the work described in this Bid Document. All references must demonstrate the Contractor’s qualifications and experience as a Constructor. Bidders must include the date of substantial performance for each reference and identify where the information is publically posted. Bidders must be the Constructor on all reference Projects.
- iii. Similar means: Interior renovations in a **Public owned** and occupied building, and other work as outlined in the tender documents. Work including, but not limited to; washroom renovations, office space renovations, kitchen and lounge space renovations. Ensuring building is safe and clean for occupancy and tenant operation at all times.
- iv. Bidders shall upload proof of the three (3) **similar** examples of work as described above. Reference projects must have been completed within the last five (5) years and the following information must be provided:
 - a. Name of the project
 - b. Photographs that illustrate the complexity and quality of the project
 - c. A brief description of the work
 - d. Name of client and primary contact information
 - e. Final project value

4. Part B – 9.0 Insurance

Amend “Part B – 9.0 Insurance” by adding the following:

- 4.1 “General liability and Automobile insurance coverage shall be maintained until expiry of the labour and material warranty periods identified in the Contract.”

5. Part B – 11.0 Occupational Health and Safety Act / Environmental Protection Act

Amend “Part B – 11.0 Occupational Health and Safety Act / Environmental Protection Act” by adding the following:

- 5.1 “i) Signage that is defined in the Occupational Health & Safety Act R.S.O. 1990, c. O.1 and Regulations is signage that is to be included in the Contract
- 5.2 j) The Contractor is the Constructor as described in the Occupational Health and Safety Act R.S.O. 1990, c. O.1 and Regulations; as amended.
- 5.3 k) Bidders will be required to provide a copy of their Safety Policy upon request by the City of Oshawa and prior to Contract award.
- 5.4 l) In addition to any requirements under the Occupational Health and Safety Act, R.S.O. 1990, c. O.1 and Regulations, if the Contractor encounters any hazardous materials or designated substance that have not been identified in the Contract, the Contractor shall
- Stop Work if there is a risk of exposure to any person
 - Immediately notify the City of Oshawa representative in writing
- 5.5 m) The Contractor is responsible for reporting any spill at the Project site. In addition to notification requirements defined in the Environmental Protection Act, R.S.O. 1990, E. 19, and Regulations, the Contractor shall immediately notify the City of Oshawa Project manager and the Consultant in writing of any spills which occur in at the Project site.

6. Part B – 12.0 Ministry of Labour Notice of Project

Amend “Part B – 12.0 Ministry of Labour Notice of Project” by adding the following:

- 6.1 “If required for the Project, the Company shall notify the Ministry of Labour of the Project upon award of the Contract and provide the City with a copy of the notice.

The Contractor is required to submit the following with the Ministry of Labour, prior to commencement of Work onsite and provide a copy to the City of Oshawa Project manager, and the Consultant.

- i. Form 0175 – Notice of Project
- ii. Form 1000 – Registration of Constructors and Employers Engaged in Construction”

7. **Part B – 13.0 Character of Workers**

Amend “Part B – 13.0 Character of Workers” by adding the following:

- 7.1 “The Contractor shall appoint a Competent Person to the Project as a representative of the Contractor. The assigned Competent Person shall be present on the Project during the time when Work is being performed.”

8. **Part B – 19.0 Errors and Omissions of the Company**

Amend “Part B – 19.0 Errors and Omissions of the Company” by adding the following:

“The Contract Documents are to be read in whole and coordinated by the Contractor. What is described and defined as required in any part of the documents is a requirement of the entire Contract.

The organization and arrangement of the Contract Documents including the specifications and drawings is not an assignment of the subdivision of the Work by the subcontractors. The Contractor is responsible for assigning all of the Work that is defined in the Contract Documents”

9. **Part B – 22.0 Changes in the Goods or Services**

Amend “Part B – 22.0 Changes in the Goods or Services” by adding the following:

- 9.1 **“Supplemental Instructions** - When additional information is required in order to complete Work that has been defined in the Contract and does not change price or schedule, the City of Oshawa Project manager or the Consultant will issue a Supplemental Instruction to instruct the Contractor in the Work.

- 9.2 **Proposed Changes and Pricing** - When a change in the Contract Work is proposed that changes the contract price or schedule, the City of Oshawa Project manager or the Consultant will provide a written description of the change, supported by drawings or other information as may be required.

The Contractor shall provide a price for the proposed change with information that may be required to evaluate the proposal, including.

- A breakdown in the labour and material that makeup the proposed change
- The number of hours required to complete the Work
- Labour rates for each part of the Work
- Equipment use time and rates
- Total overhead and profit not exceeding 10%

- 9.3 **Change Orders** - If the City of Oshawa Project manager and the Consultant agree to a change in Contract price or change to the schedule, the Consultant will issue a Change Order describing the change in Work, the agreed amount and the schedule change if any. A Change Order that is signed by the Consultant, the City of Oshawa Project manager and the Contractor is an amendment to the Contract.” For work performed by the Contractor (but not its

Subcontractors), a total mark-up of not more than 10% for changes \$20,000 or less and not more than 5% for changes in excess of \$20,000 of the estimated net increase in the cost of such Work.

- 9.4 For work performed by a Subcontractor (and excluding any Work performed by the Contractor), a total mark-up by the Contractor of not more than 5% of the costs payable to such Subcontractor for such work, subject to the limitation that this markup shall not be applied to the Subcontractor's mark-up for overhead and profit; and
- 9.5 The Contractor shall not accept any mark-up by its Subcontractors of more than 10% for changes \$20,000 or less or more than 5% for changes in excess of \$20,000. The Contractor is not entitled to be paid any amounts by the Owner that are in excess of these thresholds.

10. Part B – 23.0 Quantities

Amend “Part B – 23.0 Quantities” by adding the following:

- 10.1 “f) Where unit prices are not designated within the bid price schedule, the Contractor shall submit a draft schedule of values to the Consultant within two weeks of Contract award.
- 10.2 The Contractor will issue an application for payment using the approved schedule of values to the Consultant and the City of Oshawa Project manager ten (10) days prior to issuing an invoice to the City of Oshawa.”

11. Part B – 26.0 Default by Contractor

Amend “Part B – 26.0 Default by Contractor” by adding the following:

- 11.1 “m) If the City issues a notice to the Contractor requiring a plan for correction of deficiencies, health and safety violations or schedule delay, and the Contractor does not provide the requested documents within five (5) days.”

12. Part B - 27.0 Termination for Non-Performance

Amend Part B – 27.0 Termination for Non-Performance” by adding the following:

- 12.1 “h) The City of Oshawa Project manager will conduct regular Contractor performance appraisals with the Contractor’s Project manager and the Project Consultant where a Consultant is assigned, at least once per progress payment application.

The City of Oshawa Project manager will assign a numerical score to the performance measures outlined in performance evaluation form based in the Contractor’s performance.

Upon completion of the Work, the City of Oshawa Project manager will coordinate a meeting between the Contractor’s Project managers and the City’s designated Buyer to review the Contractor’s performance evaluations.

The final performance review and evaluation shall determine whether a Contractor will:

- be allowed to tender or respond to requests for proposals for future contracts with the City of Oshawa; or
- be placed on a probationary list for two years during which time the Contractor shall be permitted to bid or propose Work for the City of Oshawa; or
- be prohibited from bidding on any contracts with the City of Oshawa during a minimum two year period.”

13. Part B - 28.0 Termination on Notice

Amend “Part B – 28.0 Termination on Notice” by adding the following:

- 13.1 “Upon termination, the City has the right to take possession of the all the improvements within the boundaries defined in the Contract including but not limited to material and equipment that has been delivered but not installed.”

14. The Work Includes:

14.1 All labour, material, permits, inspections and certificates, access and related services required to perform as per the Work of the contract documents and specifications:

1. Supply all labour, material, equipment and supervision to complete the Building Services Renovations on the first floor of the City Hall at 50 Centre Street South, Oshawa as indicated on the Contract Drawings and Specifications.
2. Parts of the first floor will be occupied by the Owner during construction and the Contractor shall provide all necessary dust screens and hoardings to protect occupied areas and shall maintain access occupied spaces and to exits at all times.
3. All works described in the Specifications & Drawings including but not limited to:
 - Mobilization and Demobilization to the Construction Site.
 - Temporary hoarding & means of access.
 - Temporary protection of interior corridors, elevators and dust control.
 - Construction barriers and signage as required.
 - Selective demolition, removal, and disposal of interior finishes
 - Compliance with Health & Safety Requirements.
 - Coordination with Consultant and Local Management office.
 - Compliance with applicable standards and noise by-law.
 - Protection of elevator, furniture, electrical & mechanical fixtures, and utilities.
 - All permits obtained by the contractor except building permit.
 - Bond & Insurance.

- Daily clean-up and Final Cleaning

At: 50 Centre Street South

The Work onsite shall start no later than April 14th, 2025 and shall achieve Substantial Performance by June 13th, 2025 and be Complete by June 27th, 2025.

15. The Roles and Authority of the Consultant and Contract Administrator

15.1 Consultant Name: JR Freethy Architect

Consultant Address: 325 Lake Road, Bowmanville, ON, L1C 4P8

15.2 The Consultant is the company or person that is licensed to practice in Ontario and is engaged by the City of Oshawa to provide design and Contract administration services for the contract.

15.3 All design documents and technical specifications that are furnished by the Consultant for this Bid Document and the Work of the Contract shall be considered the property of the Consultant. These documents are not to be used for purposes other than the tendering and construction of this Contract. No drawing shall be duplicated and submitted in part or in whole as a shop drawing.

15.4 The Consultant has the authority to act on behalf of the City of Oshawa as defined in this Bid Document and the Contract.

15.5 All instruction and notices from the Consultant to the Contractor shall be in writing.

15.6 The Consultant will inspect the Work of the Contract as required to monitor the progress and quality of the Work and to verify that the Work is proceeding in general conformity with the Contract Documents and regulations governing the Work.

15.7 The Consultant will review the Contractor's as-built drawings to confirm that a record of the Work is being accurately recorded by the Contractor.

15.8 The Consultant has the authority to reject Work that does not conform strictly to the requirements of the Contract Documents or the regulations governing the Work. The Consultant will provide written notice to the Contractor of rejected Work. Work that is determined to be defective will be replaced by the Contractor without additional cost to the Contract or to the City or delay in schedule.

15.9 The Consultant has the authority to instruct the Contractor to expose any Work for inspection if it has been hidden by the progress of the Work. The cost of exposing the Work will be at the Contractor's expense if the Contractor has not notified the Consultant of the requirement of inspection as defined in the Contract or the schedule.

15.10 The Consultant will issue Supplemental Instructions and Change Orders to the Contractors on behalf of the City to direct and change the Contract Work.

15.11 The Consultant will review shop drawings, samples, in-situ mock-ups and other submittals by the Contractor that are defined in the Contract Documents for general conformity with the Contract Documents only.

- 15.12 Unless otherwise noted, the Consultant will review and return shop drawings within ten (10) business days.
- 15.13 The Contractor will coordinate and chair all construction meeting and will issue minutes following the meetings. The meeting shall take be on a bi-weekly basis unless otherwise specified.
- 15.14 The Consultant is the Payment Certifier as defined by Construction Act, R.S.O. 1990, c. C.30.
- 15.15 The Consultant shall review the Contractor's progress applications and supporting schedule of values and approve or notify of require adjustments to the value based on progress of the Work.
- 15.16 The Consultant will review and return as-built drawings, warranties, operating manuals and all other documents required under the Contract. The Consultant has the authority to assign a cost to any documents required under the Contract and to deduct the cost from payment to the Contractor until the required documents have been corrected and submitted by the Contractor.
- 15.17 The Consultant has the authority to reject Deficient Work, estimate cost for correction of Deficiencies, and deduct the cost of Deficiencies from payments to the Contractor.
- 15.18 The Consultant has the authority to issue a notice of Default to the Contractor on behalf of the City of Oshawa by way of written statement.

16. Emergency Contact Persons

- 16.1 The Contractor shall provide two (2) names and telephone numbers of Competent Persons who are assigned to the Project and can be contacted at any time of day or night.
- 16.2 The Contractor's representatives will be called to rectify any emergency situations that arise after hours.
- 16.3 It is the Contractor's responsibility to provide the City with the required contact information. Any revisions in the information must be forwarded in writing as soon as possible.

17. Contract Schedule

- 17.1 The Contractor is responsible for completing the Work within the time outlined in the Bid Documents.
- 17.2 Within one (1) week of Contract award, the Contractor shall provide a detailed draft GANTT schedule which includes a minimum of the following information.
- Shop drawing submittal, approval and equipment order dates
 - Site mobilization ad the start of Work onsite
 - Any equipment shutdown, area closure or dates that impact the operation of existing City functions
 - Start and finish of all major tasks performed throughout the Contract

- Any days when the Contractor is not Working onsite
 - Substantial Performance date
 - Testing, balancing and commissioning dates
 - Completion and demobilization form site
- 17.3 The Contractor shall notify the City and the Consultant in writing on the morning of any scheduled Work day when the Contractor is not able to Work on onsite. Notification will include the reason for absence and anticipated return date.
- 17.4 The Contractor shall immediately notify the City and the Consultant in writing of delays which impact the Contract completion date, milestone dates, or Contract price.
- 17.5 The Work onsite shall start no later than April 14th, 2025 and shall achieve Substantial Performance by June 13th, 2025 and be Complete by June 27th, 2025.

18. Access to and Control of the Project

- 18.1 The Contractor shall have complete control of the Work area including control of the health and safety of personnel who are authorized to be onsite but not employed by the Contractor, sub-contractors or suppliers.
- 18.2 The Contractor shall define, create and maintain clear boundaries that separate the Project from City staff and the public.
- 18.3 The Contractor shall secure the Project site from unauthorized access at all times.
- 18.4 The Contractor shall provide safe access to the Project for the City of Oshawa Project manager, the Consultant, authorities having jurisdiction and other personnel required to have access but are not employed by the Contractor.
- 18.5 The Contractor is responsible for understanding and maintaining their role as Constructor on the Project as outlined in O. Reg. 213/91: Construction Projects. The Contractor must inform the City of Oshawa Project Manager and the Consultant if they believe that any action may change the Owner / Constructor roles.

19. Coordination and Notice

- 19.1 The Contractor shall provide at least one week's notice and obtain approval from the City before interrupting a service or changing a pedestrian path of travel.
- 19.2 The Contractor shall provide sufficient notice to the Consultant for testing and for inspections. Prior to the Work onsite, the Contractor, Consultant and the City will establish a schedule for inspection and notification requirements.
- 19.3 The Contractor is responsible for understanding inspection requirements by the Consultant, Inspectors and other authorities having jurisdiction over the Work. If the Work is hidden or covered prior to inspection and receiving approval, the

Contractor may be required to uncover the Work and provide safe access for inspection at the Contractor's expense.

20. Means and Methods

- 20.1 The Contractor is responsible for the means, methods, coordination and sequence of the construction Work with the exception of any phasing or time restrictions that may be defined in the Contract Documents.
- 20.2 The Contractor understands and will do the Work in compliance with the laws and regulations which govern the Work.
- 20.3 The Contractor is responsible for knowing and complying with municipal and regional regulations and by-laws whether they are mentioned in these Bid Documents or not.
- 20.4 The Contractor will provide all heat, water, light, electrical services, sanitary services and wash-up facilities required to complete the Work unless otherwise noted in the Contract. If the City agrees to allow the Contractor to use specific electrical circuits for the Work, the Contractor will protect the City's circuits from damage or interruption.
- 20.5 The Contractor is responsible for the design, erection, removal and disposal of any temporary Work including engaging and paying for professional engineering services. The Contractor will provide temporary Work submittals to the Consultant and to the City of Oshawa.

21. Existing Conditions

- 21.1 The Contractor will create a photographic record of all existing conditions and send the record to the Consultant and the City of Oshawa Project manager prior to the start of Work onsite. The Contractor shall photograph vehicle site access locations including adjacent roadways, curbs and boulevards. Any damage that is not present on the photographs and is within the Contractor's controlled Work area will be repaired by the Contractor at no additional cost to the City or Contract.
- 21.2 The Contractor shall immediately notify the City of Oshawa project manager and Consultant of any damage caused by the Work and repair the damage to the original condition at no additional cost to the Contract.
- 21.3 The Contractor's action of starting work will be understood as an indication of acceptance of existing site conditions. Any damage identified after work starts shall be repaired by the Contractor at no additional cost to the City of Contract.

22. Existing Embedded or Buried Services, Objects and Utilities

- 22.1 The cost for repair or replacement of damaged embedded or buried services, utilities and objects not intended for demolition or removal will be paid by the Contractor.
- 22.2 The cost of detection services are included in the Contract price, whether they are specifically identified or not.

- 22.3 The Contractor shall comply with Technical Standards and Safety Authority (“T.S.S.A”) “Guidelines for Excavations in the Vicinity of Gas Lines”, Electrical Safety Authority’s “Guidelines for Excavating in the Vicinity of Distribution Lines” and Bell Canada’s “Guidelines for Excavation in the Vicinity of the Bell Canada Network”. The Contractor shall use the latest edition of the documents noted above. The Contractor shall be unequivocally responsible for all costs associated with adhering to the above noted guidelines regardless of the Work required. The Contractor shall also comply with Enbridge Gas Distribution Third Party Requirements in the Vicinity of Natural Gas Facilities.
- 22.4 In all circumstances, it shall be Contractor’s responsibility to obtain the appropriate utility locates required to perform all of the Work in the Contract without any delays to the Work. Contractor shall ensure all utility locates are maintained as valid (i.e. have not expired). The Contractor shall maintain copies of locates on site at all time.
- 22.5 The City will assume no responsibility for the location of underground utilities and related appurtenances nor assume any costs associated with the repair of any utilities damaged as a result of the Contractor’s operations.
- 22.6 The Contractor shall immediately notify the Consultant of any utilities discovered during construction that may prevent the Contractor from proceeding with the Work.

23. Dust, Mud and Dirt Control

- 23.1 The Contractor shall take all the necessary precautions to keep dust, mud, dirt and other debris under control until the entire Work is completed and accepted by the Consultant. The Contractor shall take action to control dust, mud, dirt and other debris to the satisfaction of the City of Oshawa project manager or the Consultant, including but not limited to scraping, sweeping, or washing operations.
- 23.2 All equipment must be capable of containing dust and debris when travelling on existing paved roads.
- 23.3 The Contractor is responsible for keeping adjacent roadways, sidewalks, boulevards and the area around the COD free of dirt and debris.

24. Sub-contracted Work

- 24.1 The Contractor shall provide a confirmed list of sub-contractors and suppliers to the City of Oshawa project manager, City of Oshawa Buyer or Consultant upon request.
- 24.2 The Contractor shall not substitute an approved sub-contractor without prior written approval from the City of Oshawa project manager.
- 24.3 The Contractor will be required to carry out a minimum of fifty (50%) percent of the Work using their own forces, based on overall Contract price.

25. Document Control

- 25.1 The Contractor shall provide shop drawings, samples, in-situ mock-ups and other submittals that are defined in the Contract Documents.
- 25.2 Within two (2) weeks of Contract award, the Contractor shall provide a submittal log that identifies all shop drawings, mechanical, electrical and plumbing coordination drawing requirements, samples, in-situ mock-ups and other submittals that are required by the Contract. The log will include the following information.
- The name of the submittal
 - Reference to the Contract specification or division of Work
 - The estimated date that the Contractor will submit to the Consultant
 - A column for the return date from the Consultant
 - A column for shop drawing status
- 25.3 The Contractor shall not submit a document for review by the Consultant or the City of Oshawa, without first confirming that it complies with the requirements of the Contract.
- 25.4 The Contractor is responsible for mechanical, electrical and plumbing coordination. The Contractor will submit dimensioned coordination drawings showing the locations of mechanical, electrical and plumbing Work to the Consultant where their placement may impact the location of dimensioned elements of the Work, access to equipment for the purpose of maintenance, or manufacturer clearance requirements.
- 25.5 The Contractor will keep all material delivery waybills, packing slips and shipping list onsite for review by the Consultant or City of Oshawa project manager.
- 25.6 Where the Work includes removal of material from site, the Contractor will comply with all regulations that govern the Work and will provide records of compliance, disposal or recycling to the City and Consultant upon request.
- 25.7 Where an inspection and testing agency is employed by the Contractor, that agency will be instructed to send test results and reports directly to the City and the Consultant and to the Contractor.

26. The Quality of Material and Products

- 26.1 Unless otherwise noted in the Contract, all material and products will be new and shipped to site in their original packaging.
- 26.2 Every electrical tool, device or product that is used in construction or as part of the built Work must be approved for use in Ontario and bear a recognized certification marking of the Electrical Safety Authority and must be maintained and calibrated to perform as intended by the manufacturer. The contractor shall provide the records of maintenance and copies of log books if and when required by City Of Oshawa project manager.

27. Start-up and Commissioning

- 27.1 The Contractor shall invite the City of Oshawa project manager to witness all equipment start-up.
- 27.2 The Contractor shall invite the City of Oshawa to witness and participate in any commission that is performed by the Contractor.

28. Substantial Performance of the Work

- 28.1 The Contractor shall provide the Consultant and the City of Oshawa project manager with a digital copy of proof of publication received from a construction trade newspaper that includes the date of publication of the certificate of substantial performance.

29. Ready for Use Prerequisites

- 29.1 The Work shall not be considered Ready for Use until the following is complete.
- The Contractor has provided adequate training for the use and operation of the Work.
 - The Contractor has submitted operating manuals that are of sufficient quality and clarity to describe operating of the Work.
 - The Contractor has cleaned the Project site of all dust, debris and waste, including washing of windows, floors, walls, sweeping / cleaning of paths and cleaning equipment to a sufficient level of cleanliness as to remove all signs of previous construction.
 - The Contractor has tested, balanced and commissioned the Work.
 - The Consultant has issued general conformance letters for all architectural and engineering disciplines to the project manager and building inspector
 - Where applicable, Oshawa Building Services has permitted occupancy

30. Deficient Work

- 30.1 Payment by the City of Oshawa, use of the Work of the Contract by the City or public, occupancy, substantial performance are not acceptance of the quality of Work.
- 30.2 Prior to the start of Work onsite, the Contractor shall present a plan to the City and the Consultant for identifying, recording and correcting deficiencies.
- 30.3 The Contractor is responsible for continuously reviewing the quality of the Work, for maintaining one list that identifies all corrected and current deficiencies and for distributing the list of deficiencies with photographs to the Consultant and the City.
- 30.4 If the Consultant or the City notifies the Contractor of a Deficiency, the Contractor shall:
- Immediately include the Deficiency in the Contractors list of Deficiencies.

- Promptly correct the Deficiency
- Not advance the Work in any way that will hide, increase the cost or complexity of Deficiency repair unless authorized by the Consultant or the City of Oshawa project manager.

30.5 The Contractor may provide a plan and schedule for deferred Deficiency repairs only upon approval by the Consultant or the City of Oshawa project manager.

30.6 The City will deduct the total estimated Cost of Deficiencies from payment to the Contractor until such time that the Consultant accepts the Work as not Deficient.

30.7 If the Contractor fails to correct deficiencies as outlined in a plan that has been approved by the Consultant or City of Oshawa project manager, then the City may repair the Deficiencies and deduct the cost to repair from the Contract.

31. Warranties

31.1 All mechanical and electrical equipment manufacturer's warranties will be in the name of the City of Oshawa.

31.2 Unless otherwise noted, all labour and material warranties shall be one (1) year from the date of substantial performance.

32. Holdback

32.1 A ten percent (10%) statutory holdback required under the Construction Act, R.S.O. 1990, c. C.30, will be retained on each amount certified by the Consultant.