



2014 EDITION SAMPLE TENDER DOCUMENT
SUMMARY OF REVISIONS

November 8, 2013

SECTION	REMOVED/ADDED/REVISED
Title Page	Remove 1 st paragraph disclosure referring to online downloading registration Add paragraph pertaining to bid documents and qualification/disqualification
Document Fees	A) Hard copy fee increase to \$150.00 B) Delete electronic copy option
Tenderer's Checklist	1. Remove Online Registration Form 4. Add check that bid documents have been purchased hard copy or electronic copy

Information For Tenderer's

IT-1.	1. General – mailing address change, hard copy fee change, online submission change
IT-2	3.b) addition of biddingo.com bid portal process
IT-3	9. f) change to bid process and registry
IT-5	13.f) Reference of Notice of Project added
IT-5	13.h) Reference of Form 1000 added
IT-5	15. addition of requirements pertaining to ability and experience of Tenderers
IT-5	15.a) key staff involved included added
IT-5	15.c) insert new item - key staff and specific experience
IT-5	15.e) add subcontractors performing work
IT-5	15.f) sub numbering changed because of c) insert
IT-6	15.g) sub numbering changed because of c) insert
IT-9	updates to Sample Tender Document section revision dates
IT-9	Revised OPSS Volume dates to reflect 'Latest Revision'

Form of Tender

FT-2	10. add line for month to be included in signing of tender
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London
CANADA

THE CORPORATION OF THE CITY OF LONDON

CONTRACT DOCUMENTS FOR TENDER 13-XX MASTER TEMPLATE

BIDS MUST BE RECEIVED BY PURCHASING AND SUPPLY IN A SEALED OPAQUE ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE RESPONDER, TITLE OF FILE AND FILE NUMBER. COMPLETED BIDS CAN BE **MAILED** TO PURCHASING AND SUPPLY, P.O. BOX 5035, LONDON, ONTARIO N6A 4L9 OR **HAND DELIVERED** (IN PERSON OR BY COURIER) TO PURCHASING & SUPPLY, 267 DUNDAS STREET, 4TH FLOOR. LONDON ONTARIO N6A 1H2. RESPONDENTS ARE SOLELY RESPONSIBLE FOR ENSURING BIDS ARE RECEIVED BY PURCHASING & SUPPLY PRIOR TO THE CLOSING DATE AND TIME. FAILURE TO SUBMIT THE BID AS REQUESTED WILL RESULT IN IT BEING DISQUALIFIED.

BID DOCUMENTS ARE AVAILABLE FOR DOWNLOAD FROM THE BIDDINGO (WWW.BIDDINGO.COM) OR PICK-UP AT THE CITY OF LONDON'S PURCHASING AND SUPPLY OFFICE. ONLY SUBMISSIONS RECEIVED FROM BIDDERS WHO HAVE OBTAINED THE DOCUMENTS DIRECTLY FROM BIDDINGO OR THE CITY OF LONDON'S PURCHASING AND SUPPLY OFFICE WILL BE CONSIDERED FOR THIS BID. BIDDERS WHO HAVE NOT OBTAINED THEIR BID DOCUMENTS THROUGH EITHER OF THESE TWO ACCEPTABLE METHODS SHALL HAVE THEIR BID SUBMISSION DISQUALIFIED.

ENVIRONMENTAL & ENGINEERING SERVICES DEPARTMENT
300 Dufferin Avenue
P.O. Box 5035
London ON N6A 4L9



DOCUMENT FEES

- A) Original Hard Copy – Cost is \$150.00 – Cheque made payable to the “City Treasurer”.**
- i) upon request the City will mail out a hard copy of the original document, including drawings (if applicable); and
 - ii) notify bidder who was awarded the contract.



DATA SHEET FOR TENDERERS

Contract Name:	<hr/>
Tender Closing Date:	<hr/> 2:00 pm <hr/>
Owner:	<hr/> Corporation of the City of London <hr/>
Address:	<hr/> 300 Dufferin Avenue, P. O. Box 5035 <hr/> LONDON ON N6A 4L9 <hr/>
Bid Deposit (amount):	<hr/> <hr/>
Open for Acceptance:	<hr/> 60 days from Tender Closing <hr/>
Bonding:	
Performance	<hr/> 50% of contract price, excluding H.S.T. <hr/>
Labour and Material	<hr/> 50% of contract price, excluding H.S.T. <hr/>
Maintenance Term:	<hr/> 12 months from Substantial Performance <hr/>
Tentative Commencement Date:	<hr/> <hr/>
Working Days:	<hr/> <hr/>
Liquidated Damages:	<hr/> Office Supervision and Field Inspection Costs incurred By Corporation, in addition to \$500.00/working day <hr/>
Date of Pre-tender Meeting:	<hr/> N/A <hr/>
Date of Test Holes:	<hr/> <hr/>



TENDERER'S CHECKLIST

- 1. Have you complied with the "Requirements at Time of Tendering" - Clause 9, Information for Tenderers? _____
- 2. Have you submitted the following: _____
 - (a) Bid Deposit as specified. _____
 - (b) Form of Tender - original signature in ink _____
 - (c) Letter of Agreement to Bond / Letter of Guarantee _____
- 3. Have you acknowledged the number of Addenda received, in the appropriate space provided on FT-1, included the information contained therein in your Total Contract Price, and attached addenda to the inside front cover of the Tender Document? _____
- 4. Have you purchased the Bid Documents at the City of London's Purchasing & Supply Office (hard copy) or from Biddingo @ www.Biddingo.com (electronic copy)? _____

FAILURE TO COMPLY WITH THE REQUIREMENTS AT TIME OF TENDERING SHALL RESULT IN THE TENDER BEING REJECTED. THE TENDER MAY ALSO BE REJECTED IN ACCORDANCE WITH CLAUSE 12 -INFORMATION FOR TENDERERS – INFORMAL OR UNBALANCED TENDERS.



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4.	Workers' Compensation Declaration - Corporation Tax Act	WD-1
5.	Form of Agreement	FA-1 to FA-4



Section 1 – FORM OF TENDER PROJECT NAME PROJECT # XX-XX



CITY OF LONDON - FORM OF TENDER

Tenderer's business name _____

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

Business address _____

H.S.T. Number _____

TO THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CORPORATION OF THE CITY OF LONDON

Clause No.

1. The Tenderer has carefully examined the locality and site of the proposed works, as well as the Contract Documents related to the works, including the Tender, City of London General Specifications (GS), Special Provisions, City of London Supplemental Standards for Roads (SR), City of London Supplemental Standards for Sewer and Water (SW), City of London Supplemental Standards for Traffic Signals and Street Lighting (STS), City of London Supplemental Standards General Conditions of Contract (SGC), City of London Standards for Tree Planting and Preservation (TPP), City of London Supplemental Standards for Parks and Open Spaces (SPO), Ontario Provincial Standards for Roads and Public Works, Volumes 1 - 4 inclusive and Volumes 7 and 8, Contract Drawings, and Addenda No. _____ to _____ inclusive*, relating to the said Contract(s).

2. The Tenderer hereby accepts and agrees that the items referred to in (1.) above form part of the Contract(s)

3. The Tenderer hereby submits his Tender and offers to enter into a Contract(s) to construct all that is set out in the Contract Documents on the Terms and Conditions and under the provisions set out or called for in the Contract Documents for the Total Contract Price of _____

_____ Dollars (\$ _____, H.S.T. included),
being made up as shown in the Schedule of Items and Prices - Form of Tender.

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

4. Enclosed with the Tender is a bid deposit in the amount of _____ .

5. The Tenderer proposes _____
(name of Bonding Company)

which is willing to become bound with the Tenderer in accordance with Clause 22 - Information for Tenderers.

6. The Tenderer shall comply with and post the appropriate Fair Wage Policy and Schedule in accordance to Supplemental Standards General Conditions (SGC).



7. If awarded the Contract, the Tenderer agrees to substantially complete the work within ____ working days. If this tender is accepted, the Tenderer agrees to execute the contract and to provide the documents required in Clause 13 of the Information for Tenderers within 7 days after being notified in writing to do so by the City. In the event of default or failure on the Tenderer's part, to execute the contract, the Tenderer agrees that the City shall be at liberty to retain the money deposited by the Tenderer to the use of the City and to accept the next lowest or any other tender, or to advertise for new tenders, or to carry out the works in any other way it may deem best and the Tenderer further agrees to pay to the City the difference between the amount of this tender and any greater sum which the City may expend or incur by reason of such default or failure, or by reason of such action on the part of the City, including the cost of advertisement for new tenders and to indemnify and save harmless the City and its officers and servants from all loss, damage, cost, charges, and expenses which it or they may suffer or be put to by reason of any such default or failure.

8. The Tenderer acknowledges that the City of London Fair Wage Policy, as stated in clause GC 8.02.06.04 of Supplementary Standards - General Conditions of Contract (SGC), is applicable to this project. We have informed all Subcontractors of the application of the Fair Wage Policy and we shall include clause GC 8.02.06.04 in each subcontract with all Subcontractors for the provision of work at this job site.

9. The Tenderer declares that:

- (a) No person, firm or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made.
- (b) This Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a Tender for the same work and is in all respects fair and without collusion or fraud.
- (c) No appointed officer or employee of The Corporation of the City of London is, will be, or has become interested, directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in the Tender or in the proposed contract or in any portion of the profits thereof, or of any supplies to be used therein, or in any of the moneys to be derived therefrom.
- (d) The several matters stated in the Form of Tender are in all respects true.

10. Tenderer acknowledges that a review of the documents listed on Page IT-8 Clause 27 has been undertaken.

Dated at _____ on _____ this _____ day of 20____.

Tenderer's Business Name: _____

Person authorized to bind tenderer:

(print name) : _____
(signature)

Person's position with tenderer:

Witness: _____ : _____
(print name) (signature)



FORM OF TENDER

SCHEDULE OF ITEMS AND PRICES

PART A - ROADWORKS

<u>Item No.</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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TOTAL - PART A

PART B - SANITARY SEWERS AND APPURTENANCES

<u>Item No.</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Average Depth Between Invert and Finished Grade</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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TOTAL - PART B



FORM OF TENDER

SCHEDULE OF ITEMS AND PRICES

PART C - STORM SEWERS AND APPURTENANCES

<u>Item No.</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Average Depth Between Invert and Finished Grade</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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TOTAL - PART C

PART D - WATERMAINS

<u>Item No.</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Average Depth Between Invert and Finished Grade</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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TOTAL - PART D

PART E - MISCELLANEOUS

<u>Item No.</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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TOTAL -PART E



S U M M A R Y

PART A - Roadworks \$ _____

PART B - Sanitary Sewers and Appurtenances \$ _____

PART C - Storm Sewers and Appurtenances \$ _____

PART D - Watermains \$ _____

PART E - Miscellaneous \$ _____

Total Tender Price \$ _____

Contingency Allowance \$ _____

SUB-TOTAL - CONTRACT PRICE \$ _____

Applicable H.S.T rate of the Sub-Total \$ _____

TOTAL CONTRACT PRICE \$ _____

(carry to clause 3 page FT-1)



Section 2 – INFORMATION FOR TENDERERS PROJECT NAME PROJECT # XX-XX



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26. Harmonized Sales Tax	IT-8
27. Contract Documents	IT-8



1. GENERAL

SEALED TENDERS will be received by the Finance-Purchasing and Supply Division, 267 Dundas Street 4th Floor, London, Ontario, N6A-1H2 for the construction of:

Project:

Project Number:

Tenders shall be submitted in an envelope provided by the Contractor not later than 2:00pm (local time)

on

Envelopes containing Tenders should be sealed and plainly marked on the outside as to their contents. Tender envelopes shall be addressed to: Chair and Members, Corporate Services Committee, The Corporation of the City of London, Finance-Purchasing & Supply Division, 267 Dundas Street 4th Floor, London, Ontario, N6A 1H2. Copies of Drawings and Tender Documents will be advertised and available for electronic download from the City's Biddingo.com Bid Portal at biddingo.com/London. Contractors who are interested in obtaining Tenders from the City's biddingo.com portal are required to register with biddingo.com

The City of London will continue to make Drawings and Tender Documents available in hard copy format which may be obtained at Purchasing & Supply, 267 Dundas Street, 4th Floor, London Ontario, N6A 1H2, upon paying a \$150.00 (One Hundred and Fifty Dollars) non-refundable administration fee, payable to City Treasurer, City of London.

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

All index and reference numbers in the Tender Documents are given for the convenience of the Contractor and such must be taken only as a general guide to the items referred. It must not be assumed that such numbering is the only reference to each item, but the Tender Documents must be read in detail for each item.

Tenders received by the Finance- Purchasing and Supply Division later than the specified closing time will be returned unopened to the Tenderer.

2. CONTRACT ADMINISTRATOR

Name _____

Address _____

Contact Person _____

Telephone Number _____

Location of Tender Documents _____



3. TENDERERS MAY OBTAIN INTERPRETATION OF TENDER DOCUMENTS

- a) Each bidder must review all tender documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein 5 working days prior to tender closing not including Saturdays, Sundays and Statutory Holidays observed by the City of London for regular business hours. Any such request must be submitted to the Contract Administrator in writing, prior to **XXXXX,XX, 2013 at 2:00 p.m.** **Directing inquiries to other than the Contract Administrator may result in your submission being rejected.**
- b) Where a request results in a change or a clarification to the tender, the City will prepare and issue an Addendum that will be distributed by biddingo.com. Contractors are fully responsible for keeping their information up to date in the Biddingo database. **With the exception of an Addendum delaying the closing or cancelling of this Tender**, NO Addendum will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the City of London for regular business hours. Bidders that have submitted bids prior to the date and time cut-off for Addenda issuance are solely responsible for acknowledging all addenda distributed by Biddingo.com and are solely responsible for submitting complete new bids prior to closing date and time of the bid solicitation.

The Corporation will not be responsible for any verbal instruction given to the Contractor during the tendering period.

FAILURE TO ACKNOWLEDGE ALL ISSUED ADDENDA SHALL RESULT IN THE TENDER BEING REJECTED.

4. PRICES SUBMITTED

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

5. ALLOWANCE FOR CERTAIN ITEMS

No provision has been made in the Form of Tender to allow for certain items. A partial list of such items may include the Contractor's site offices; stores and conveniences; maintenance of flow and traffic, barricades, signs, flag person, etc.; insurance; watchman, permits and approvals (other than those to be paid for by the Corporation); items required by the Drawings or Specifications but which have been omitted from the Schedule of Items and Prices and other items required by the Contract, but not specifically related to or covered by the other items in the Schedule of Items and Prices. Payment for such items shall be in accordance with paragraph 02) of Ontario Provincial Standards General Conditions of Contract Clause GC8.02.01 PRICE FOR WORK.

6. INSURANCE

Insurance requirements shall be in accordance with Ontario Provincial Section GC6 INSURANCE, PROTECTION AND DAMAGE, as amended in the City of London Supplemental General Conditions of Contract (SGC).



7. DECLARATION - WORKERS' COMPENSATION/CORPORATION TAX ACT (WD-1)

At the time of execution of the Contract and prior to receiving payment for substantial and total performance of the work, the successful Tenderer shall submit a Declaration stating that he has paid all assessments or compensations payable and has otherwise complied with all the requirements of the Workplace Safety and Insurance Board, and that the successful Tenderer has paid all taxes and/or penalties imposed on it by the Corporation Tax Act of the Province of Ontario.

8. WORKPLACE SAFETY AND INSURANCE BOARD

At the time of execution of the Contract, the successful Tenderer shall furnish the Corporation with a Certificate of Clearance from the Workplace Safety and Insurance Board. The successful Tenderer shall further maintain that good standing throughout the contract period.

In addition, the successful Tenderer will also be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board throughout the Contract, including all payment certificates.

If the Tenderer fails to pay the required assessment or compensation, the Corporation may pay such assessments or compensation to the Workplace Safety and Insurance Board and deduct such amounts from the Contractor.

9. REQUIREMENTS AT TIME OF TENDERING

Failure of the Tenderer to comply with any of the following shall result in the Tender being rejected

- (a) The Tenderer shall submit an **original** signed in ink bid deposit with their Tender.
- (b) The Tenderer shall submit the Form of Tender issued by the Contract Administrator.
- (c) The Tenderer's business name shall be inserted in at least one of the two spaces provided in the Form of Tender.
- (d) The original signature in ink of the person authorized to bind the Tenderer shall be inserted in the space provided in the Form of Tender. No photocopies, facsimiles, or digital signatures will be accepted.
- (e) An original Letter of Guarantee from a recognized Financial Institution or Letter of Agreement/Letter of Guarantee from a bonding agency licensed to operate in the Province of Ontario must be included with the bid confirming that if the bidder is successful, the necessary guarantee will be issued as spelled out in Clause 13.

Letters of Agreement submitted must bear an original signature of the issuer and the bidder. PHOTOCOPIES, DIGITAL SIGNATURES OR FAXED COPIES OF LETTERS OF AGREEMENT/LETTERS OF GUARANTEE WILL RESULT IN THE BID BEING REJECTED.

- (f) The Tenderer must ensure that they have registered with biddingo.com/london. Contractors will receive email alerts when any new bid opportunity is issued. The Contractor is fully responsible for keeping up to date in the Biddingo database.
- (g) The Tenderer shall not apply any conditions whatsoever to the Total Contract Price.

10. TENDER OPEN FOR ACCEPTANCE

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

11. NOTIFICATION OF CONTRACT AWARD

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

12. INFORMAL OR UNBALANCED TENDERS

In addition to those errors in the Tender that shall result in the Tender being rejected, as indicated in Clause 9 "REQUIREMENTS AT TIME OF TENDERING", Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations, errors or irregularities of any kind, or contain prices which appear to be unbalanced as to be likely to adversely affect the Corporation, may be rejected as informal.

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

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

- (a) If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.
- (b) If both the unit price and the total price are left blank, then both shall be considered as zero.
- (c) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
- (d) If the total price is left blank for a lump sum item, it shall be considered as zero.
- (e) If the Tender contains an error in addition and/or subtraction and/or transcription, the error shall be corrected and the corrected total contract price shall govern.

13. REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the Contract by the Corporation, the Tenderer is required to submit the following documentation in a form satisfactory to the Corporation for execution within seven (7) days after being notified in writing to do so by the City.

- (a) Executed Bonds
 - i) The Corporation of the City of London, Performance Bond
 - ii) The Corporation of the City of London, Labour and Material
- (b) Executed Agreement
 - i) The Corporation of the City of London, Form of Agreement
- (c) Insurance
 - i) The Corporation of the City of London, Certificate of Insurance



- (d) Declaration
 - i) Workers' Compensation
 - ii) Corporation Tax Act
- (e) Workplace Safety and Insurance Board - Certificate of Clearance
- (f) Ontario RSO 1990 C.O. Occupational Health and Safety Act & Regulations (Notice of Project)
- (g) The Corporation of the City of London, Acknowledgement of Receiving Notification of Designated Substances on Project
- (h) Verification of Registration as Contractor (with Ministry Of Labour) (Form 1000)
Note: only required once for the Owner's files
- i) Confined Space Program

14. WITHDRAWAL OF TENDERS

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

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

All withdrawn or superseded Tenders will be returned unopened.

15. ABILITY AND EXPERIENCE OF TENDERERS

No Tender will be considered from any Tenderer unless known to be skilled and regularly engaged in work of a character similar to that covered by the Drawings and Specifications. In addition, it will be required that key staff assigned to the project is experienced and knowledgeable with the specific type of work to be undertaken. In order to aid the Corporation in determining the ability of any Tenderer, the Tenderer shall, within 48 hours after being requested in writing by the Contract Administrator, furnish evidence satisfactory to the Corporation of the Tenderer's experience and familiarity with work of the character specified and his financial ability to prosecute the proposed work properly to completion within the specified time. The evidence requested may, without being limited thereto, include the following:

- (a) The Tenderer's performance record with listing of work of a similar character and proportions which he has constructed, giving the name of the owner, date built, construction cost, and the key staff involved with the project.
- (b) A tabulation of other work now under contract, giving the location, type, size, required date of completion and the percent of completion to date of each job.
- (c) A list of key staff including a list of specific experience in the type of work to be undertaken.
- (d) An itemized list of the Tenderer's equipment available for use on the proposed Contract.
- (e) A listing of the major parts of the work which are proposed to be sublet, and the subcontractors who will be performing that work.
- (f) The Tenderer's latest financial statement.



- (g) Evidence that the Tenderer is licensed to do business in the Province of Ontario, in the case of a corporation organized under the laws of any other Province or Country.

16. ACCESS TO INFORMATION

The information submitted in response to this Tender will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with Council Policy – The Procurement of Goods and Services Policy section 21.4. The Bidder does, by the submission of a Tender, accept that the information contained in it will be treated in accordance with the process set out in this section of the Tender.

17. CODE OF CONDUCT

Please see the City of London Code of Conduct listed on the Tenders & RFP's webpage:

http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm

18. EXCLUSION OF TENDERERS IN LITIGATION

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

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

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

19. EXCLUSION OF TENDERERS DUE TO POOR PERFORMANCE

- a) The General Manager shall document evidence and advise Purchasing and Supply in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The City Treasurer may in consultation with the City Solicitor, prohibit any unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

20. SINGLE TENDER

A single tender may be opened and the Corporation reserves the right to accept or reject it.

21. BID DEPOSIT WITH TENDER

Tenders must be accompanied by an original bid deposit in the form of a sealed and signed Bid Bond, irrevocable Letter of Credit, Certified Cheque, or Canadian Currency (PHOTOCOPIES OR FAXED COPIES OF BID BONDS WILL RESULT IN THE BID BEING REJECTED). Subject to the written approval of the City Treasurer, prior to Tender closing, other securities will be accepted as a bid deposit.

Bid bonds submitted as a security shall be in accordance with the standards of the Canadian Construction

Association and shall be from the same guarantee surety company supplying the Performance and Labour and Material Bonds for this Contract. Should the Tenderer withdraw his tender before 60 days have elapsed from the closing date of the Tender, or a formal Contract is executed, based on a tender other than this one, or fail to comply with any or all the requirements at the time of execution, the Corporation shall be at liberty to retain the money deposited by the Tenderer to the use of the said Corporation as liquidated damages, and to accept any other Tender or advertise for new Tenders, or carry out the work in any other way as the said Corporation may in its sole discretion deem best; the Tenderer also agrees to pay to the said Corporation the difference between the price or prices set out in this Tender and any greater sum or sums which the said Corporation may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders, and fully to indemnify and save harmless the said Corporation and/or its officers, agents, or servants from all loss, damage, liability, cost charges, or expense whatever which it, they or any of them may suffer, incur or be put to by reason of any such default or failure.

Bid deposits will be returned to Tenderers upon award of the Tender by City Council except for that of the successful Tenderer and the next lowest Tenderer who will have their bid deposits returned upon execution of the Contract Document by the Corporation.

22. BONDS

The Tenderer shall, on or before the execution of the Contract, produce and file with the City Treasurer the following bonds:

- (a) a bond in the amount of 50% of the total contract price, excluding H.S.T., guaranteeing the full and faithful performance of the work, including maintenance of the works for the stipulated period and the obligation to indemnify and save harmless the said Corporation, as in the Form of Contract.
- (b) a bond in the amount of 50% of the total contract price, excluding H.S.T., guaranteeing payment for labour and materials.

Each bond shall:

- (i) be on the City of London Standard Form of Bonds ref. Section D Forms (Bonds & Misc), City of London Standard Contract Documents for Municipal Construction Projects.
- (ii) be issued by a surety bonding company approved by the City Treasurer and licensed to carry on business in Ontario.

23. PRECONSTRUCTION REQUIREMENTS

The following documents are required for review and or approval prior to any construction related activities:

- i) The Corporation of the City of London – “Project Pre-Construction Meeting Contractor Safety Checklist”;
- ii) Construction Schedule; submitted to Construction Administration at least 14 days prior to preconstruction meeting
- iii) List of sub contractors; (Including Health & Safety Acknowledgements)
- iv) Two copies of plans showing proposed traffic control methods for the duration of the construction project including detours, signing, temporary line markings, lane closures etc.. The plans are to be submitted to the Transportation Division at least fourteen (14) days in advance of construction commencement.
- v) Material suppliers.



24. SUB-SURFACE SOIL INVESTIGATIONS

Tenderers will not be permitted to carry out independent sub-surface soil investigations by the excavation of "test pits".

The Contract Administrator will arrange to have a "test pit(s)" excavated at the project location commencing at _____ (local time) on _____. Tenderers are invited to witness the excavation to make their own assessment of the subsurface conditions.

25. SOILS REPORT

The soils report was prepared by _____, and accompanies the Tender Document. The soils report is for "information only" and shall not be part of the Contract Document.

26. HARMONIZED SALES TAX

Harmonized Sales Tax applies to all goods and services purchased by the City of London. H.S.T. is calculated, at the applicable tax rate, on these purchases and is payable by the Corporation at the time payment is made for the purchase.

Tenderers will be required to register for purposes of the tax, collect the tax on their taxable supplies to the City of London and remit as required by legislation. Tenderers must supply the City of London with their H.S.T. registration number.

The total contract price shall be inclusive of all government sales taxes, including H.S.T., custom duties and excise taxes applicable with respect to the contract, and shall be paid by the Tenderer unless otherwise provided by statute. The estimated amount of Harmonized Sales Tax must be disclosed separately on the Form of Tender. The Corporation will pay the Contractor all amounts of the H.S.T. in respect of the project.

H.S.T. is applicable at each trade level on virtually all goods and services consumed in Canada. Registrants are entitled to a refundable input tax credit for tax paid on goods and services to the extent the goods and services were acquired for use in a commercial activity.

All invoices and progress billings issued to the Corporation must contain adequate information and supporting documentation as specified in the H.S.T. legislation and prescribed by regulations thereof, for the purpose of input tax credits and/or rebates in respect of the H.S.T. payable or paid by the Corporation. Specifically, the Tenderer must provide his H.S.T. registration number and must disclose the amount of H.S.T. payable on each billing. The Tenderer shall make available any other reasonable information which the Corporation may require in respect of supporting its claim for input tax credits or rebates.

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

27. CONTRACT DOCUMENTS

With the exception of Section 2 - Information for Tenderers, the following documents shall be part of this Contract, including revisions and amendments, up to and including the dates indicated.



STANDARD CONTRACT DOCUMENTS FOR MUNICIPAL CONSTRUCTION PROJECTS

INFORMATION FOR TENDERERS 2014 EDITION

Section		Attached Or Not Attached	Issue Date	Revision/Amendment Date
1	Form of Tender	Attached	April 29, 1994	November 8, 2013
2	Information for Tenderers (not part of executed Contract Document)	Attached	April 29, 1994	November 8, 2013
3	Special Provisions	Attached	Not Applicable	Not Applicable
4	Workers' Compensation Declaration Tax Act	Attached	April 29, 1994	February 29, 2000
5	Form of Agreement	Attached	April 29, 1994	November 12, 2012
A	City of London General Specifications (GS)	Reference Document Not Attached	April 29, 1994	November 8, 2013
B	City of London Supplemental Standards for Roads (SR), City of London Supplemental Standards for Sewer and Water (SW), City of London Supplemental Standards for Traffic Signals and Street Lighting (STS), City of London Supplemental Standards General Conditions of Contract (SGC), City of London Standards for Tree Planting and Preservation (TPP), City of London Supplemental Standards for Parks and Open Spaces (SPO)	Reference Document Not Attached	April 29, 1994	November 8, 2013
Not Attached	Ontario Traffic Manual	Reference Document Not Attached		November 8, 2013
Not Attached	Ontario Provincial Standards for Roads and Public Works, Volumes 1 to 4 inclusive and Volumes 7 and 8.	Reference Document Not Attached	various dates	Volume 1 Latest Revision Volume 2 Latest Revision Volume 3 Latest Revision Volume 4 Latest Revision Volume 7 Latest Revision Volume 8 Latest Revision
Not Attached	Procurement of Goods and Services Policy	Reference Document Not Attached	Version as of Tender Close	
Section C	City of London Statutory Declaration re: Liens and Payment of Accounts	Reference Document Not Attached	April 29, 1994	February 29, 2000
Section D	Forms (Bonds and Misc.) i) Performance Bond ii) Labour and Material Payment Bond	Reference Document Not Attached	April 29, 1994	November 1, 2005
Section E	Contract Drawings as listed below	Part of Tender Document & Contract Doc.	As Applicable	As Applicable



Section 3 – SPECIAL PROVISIONS PROJECT NAME PROJECT # XX-XX



	TITLE	Page
1.		
2.		



Section 4- WORKERS' COMPENSATION DECLARATION – CORPORATION TAX ACT



CANADA)
)
PROVINCE OF ONTARIO) IN THE MATTER OF the annexed Agreement made
) between
COUNTY OF MIDDLESEX))
)
TO WIT:) and THE CORPORATION OF THE CITY OF LONDON
) dated the ____ day of _____ 20____. In respect
) of
)
)

I _____ of _____ in the Country of _____
_____,
(name) (city, town) (county)
do solemnly declare as follows:

1. That I am _____ and as such
(title, position)
have knowledge of the matters hereinafter declared to.
2. That _____ paid all assessments or compensation payable to the
(contractor)
Workplace Safety and Insurance Board.
3. That _____ paid all taxes and / or penalties imposed on it by The Corporation
(contractor)
Tax Act of the Province of Ontario.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effects as if made under oath and by virtue of The Canada Evidence Act.

DECLARED before me at the City of _____, in the County of _____
_____ this, _____ day of _____ 20____,

(name, position)

A COMMISSIONER, ETC.



Section 5 – FORM OF AGREEMENT PROJECT NAME PROJECT # XX-XX



THIS AGREEMENT made on the _____ day of _____ 20 _____.

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH

That the Corporation and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

ARTICLE 1

(a) A general description of the work is:

The construction of;

(b) The Contractor shall, except as otherwise specifically provided, at his own expense, provide all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution of all the work set out in this Contract and shall forthwith according to the instruction of the Contract Administrator commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Corporation within the time specified in Subsection GC3.06 EXTENSION OF CONTRACT TIME and Clause 7 FORM OF TENDER.

ARTICLE 2

In the event that the Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Corporation, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.



ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- (a) Agreement
- (b) Addenda
- (c) Special Provisions
- (d) Contract Drawings
- (e) City of London General Specifications (GS), City of London Supplemental Standards for Roads (SR), City of London Supplemental Standards for Sewer and Water (SW), City of London Supplemental Standards for Traffic Signals and Street Lighting (STS), City of London Supplemental Standards General Conditions of Contract (SGC), City of London Standards for Tree Planting and Preservation (TPP) and City of London Supplemental Standards for Parks and Open Spaces (SPO)
- (f) Ontario Traffic Manual
- (g) Ontario Provincial Standards for Roads and Public Works, Volumes 1 – 4 inclusive and Volumes 7 and 8.
- (i) Information for Tenderers
- (j) Form of Tender
- (j) Working Drawings

ARTICLE 4

The Contractor shall not assign the Contract, either in whole or in part, without the written consent of the Corporation, as set out in Subsection GC3.09 – Ontario Provincial Standards – General Conditions of Contract.

ARTICLE 5

The Corporation covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of all the work at the tendered unit prices after measurement approved by the Engineer, the total which is presently estimated at

Dollars (\$), including H.S.T., together with such additional sum or sums up to a maximum of Dollars (\$), including H.S.T., for such extra or additional work at the unit rates or the amounts, as the case may be, stipulated in the written orders of the Engineer authorizing the extra or additional work; such payment, however, shall be subject to Article 2 hereof and subject to such additions and deductions as may be properly made under the terms hereof, and further subject to the provisions that the Corporation may make payments on account monthly or otherwise as may be provided in the General Conditions.



ARTICLE 6

Where any notice, direction or other communication required to be or may be given or made by one of the parties hereto to the other or to the Contract Administrator or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following address:

The Corporation

The Corporation of the City of
London
P. O. Box 5035
London, Ontario
N6A 4L9

The Engineer

Managing Director,
Environmental & Engineering
Services and City Engineer
The Corporation of the City of
London
P. O. Box 5035
London, Ontario
N6A 4L9

The Contractor

Contract Administrator

Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to the Contract Administrator of the Engineer, if appointed, and where any such notice, direction or other communication is given or made to such agent, a copy thereof shall likewise be delivered to the Engineer.

ARTICLE 7

A copy of each of the Tender, Special Provisions, Addenda ____ to ____ inclusive is hereto annexed and together with the plans, detailed drawings, Ontario Provincial Standards for Roads and Public Works, Volumes 1 - 4 inclusive and Volumes 7 and 8, City of London Supplemental Standards for Roads (SR), City of London Supplemental Standards for Sewer and Water (SW), City of London Supplemental Standards for Traffic Signals and Street Lighting (STS), City of London Supplemental Standards General Conditions of Contract (SGC), City of London General Specifications (GS), City of London Standards for Tree Planting and Preservation (TPP), City of London Standards for Parks and Open Spaces (SPO) relating thereto, all as listed in the Information for Tenderers are made part of this Contract, as fully to all intents and purposes as though recited in full herein.

ARTICLE 8

No implied Contract of any kind whatsoever by or on behalf of the Corporation shall arise or be implied from anything in this Contract contained nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Corporation shall be the only covenants and agreements upon which any rights against the Corporation may be founded.



ARTICLE 9

Time shall be deemed the essence of this Contract.

ARTICLE 10

The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance of the work, or that hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not rely upon information furnished by any methods whatsoever, by the Corporation or its officers or employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Corporation.

ARTICLE 11

In compliance with the current regulations made under the Retail Sales Tax, Ontario, for the purpose of the purchase of materials to be in the works which are the subject matter of this Contract, the Contractor is hereby appointed as a special purchasing agent for the Corporation which will be provided to the Contractor.

ARTICLE 12

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

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

.....)
Witness as to signature of contractor
)
)
Address.....)
)
)
.....)
)
)
Occupation.....)

.....
Contractor

.....

THE CORPORATION OF THE CITY OF LONDON

.....
Mayor

.....
City Clerk