

The Corporation of the City of Windsor



**VESTIBULE ADDITION
HURON LODGE**

TENDER No. 87-21

*****ELECTRONIC BID SUBMISSIONS ONLY*****

Mandatory Site Meeting:

**Tuesday, June 1, 2021 @ 10:00 A.M. (E.D.T.), at
HURON LODGE, 1881 Cabana Rd. W. Windsor, ON N9G 1C7**

Closing Date:

THURSDAY, JUNE 10, 2021, at Eleven-Thirty Fifty-Nine (11:30:59) a.m. (E.D.T)

VESTIBULE ADDITION – HURON LODGE

INSTRUCTIONS TO BIDDERS

Table of Contents

1. INTRODUCTION 2

2. DEFINITIONS 2

3. PROJECT OVERVIEW 4

4. QUESTIONS AND CLARIFICATIONS 4

5. ADDITIONAL TENDER REQUIREMENTS..... 5

6. LOBBYING AND COLLUSION 6

7. MANDATORY PRE-BID MEETING 6

8. SITE EXAMINATION..... 7

9. BID SECURITY 7

10. PERFORMANCE SECURITY, LABOUR & MATERIAL SECURITY 8

11. INSTRUCTIONS FOR COMPLETING THE BID..... 9

12. DELIVERY OF BIDS..... 10

13. EVALUATION OF BIDS 11

14. RIGHTS OF THE CITY..... 11

15. AWARD OF CONTRACT 12

16. LIMIT OF LIABILITY 12

17. BIDDER COSTS..... 13

18. CONFIDENTIALITY AND MFIPPA 13

19. PUBLIC STATEMENTS..... 13

20. CONFLICT OF INTEREST 13

21. APPLICABLE LAW 14

APPENDIX “A” – MANDATORY CONTRACT TERMS..... 15

APPENDIX “B” – HEALTH & SAFETY ACKNOWLEDGEMENT FORM.....29

APPENDIX “C” – NAMED SUBTRADES POLICY.....30

APPENDIX “D” – VENDOR INFORMATION FORM.....31

GENERAL CONDITIONS.....32

SCOPE & SPECIFICATIONS.....35

BID FORM & BID FORM-PRICE SCHEDULE.....36

TENDER CHECKLIST.....40

DRAWINGS.....41

VESTIBULE ADDITION – HURON LODGE

1. INTRODUCTION

1.1 The Corporation of the City of Windsor is inviting Bids for the following Project:

To supply and deliver all labour, materials, equipment, services, warranty, inspections, and permits as required for the construction and addition of a vestibule, in accordance with specifications and drawings, at the Huron Lodge, located at 1881 Cabana Rd. W., Windsor, ON N9G 1C7.

2. DEFINITIONS

In this RFT, the following capitalized terms not otherwise defined shall have the following meanings:

- 2.1 **“All-Inclusive”** means including everything and, for the purposes of a price includes, without limitation, all costs, charges, fees and Disbursements and all other compensation and consideration whatsoever.
- 2.2 **“Bid”** means a Bidder’s response to this RFT, which is submitted and received through the Bidding System.
- 2.3 **“Bidder”** means an individual, partnership or corporation participating in this RFT by submitting a Bid.
- 2.4 **“Bid Form”** means Bid Form and any other schedules eg. Schedule of Unit Prices that are supplied as part of the RFT and which are to be completed and confirmed by the Bidder and submitted back to the City in their entirety through the Bidding System.
- 2.5 **“Bid Security”** means the security submitted by the Bidder with its Bid which provides financial protection to the City should the successful Bidder not enter into the Contract.
- 2.6 **“Bidding System”** means the electronic system used by the City for the advertisement of public bid opportunities at the following website: www.biddingo.com, and which is required to be used for all dissemination of information by or on behalf of the City and Bid submissions from Bidders for this RFT.
- 2.7 **“City”** means The Corporation of the City of Windsor and includes any of its designated employees, officials or agents who are engaged to represent the City in its capacity as owner of the project and also includes an employee designated to exercise discretion on behalf of the City.
- 2.8 **“Consultant”** means the consultant engaged to assist the City in the management of this RFT.
- 2.9 **“Contract”** means the written agreement to be entered into between the successful Bidder and the City or issuance of a purchase order.
- 2.10 **“Council”** means the municipal council of the City.

VESTIBULE ADDITION – HURON LODGE

- 2.11 **“Disbursements”** means those costs, expenses and disbursements necessary for, as well as incidental to, the provision of services pursuant to, or required by the Contract which include, but are not limited to, insurance, bonding, software rights and licences and other intellectual property rights, plans, sketches, drawings, graphic representations, licence fees, levies, permits, and approvals, mileage, accommodations, telephone and other communications device charges (including long distances charges) transportation and fuel charges, postal and courier charges, all printing, binding, photocopying, paper document reproduction and other related expenses and all other things and incidentals necessary for completing the services in accordance with the Contract. All anticipated and foreseeable Disbursements are to be accounted for in the lump sum fixed price submitted in the Bid. No additional Disbursements will be paid by the City, except as otherwise specified in the Contract or as otherwise expressly agreed to in advance in writing by the City.
- 2.12 **“Irrevocability Period”** means the period of 60 days immediately following the Submission Deadline, in the case of construction contracts.
- 2.13 **“Purchasing By-law”** means City By-law 93-2012, A By-law of the City of Windsor Governing Purchasing Policies and Procedures (found at [https://www.citywindsor.ca/cityhall/By-laws-Online/Documents/Purchasing%20Bylaw%2093-2012%20AMENDED%20per%20By-Law%20145-2014%20\(Oct%2015%202018\).pdf](https://www.citywindsor.ca/cityhall/By-laws-Online/Documents/Purchasing%20Bylaw%2093-2012%20AMENDED%20per%20By-Law%20145-2014%20(Oct%2015%202018).pdf) in effect on the Submission Deadline and as it may be amended from time to time.
- 2.14 **“Purchasing Department”** means the City’s Purchasing Department.
- 2.15 **“Qualification(s)”** means a modification or limitation such that the Bidder’s Bid is not fully compliant with the RFT requirements, or the Contract.
- 2.16 **“Registered Bidder”** means a Bidder who has registered through the Bidding System and is listed on a Bidder’s list by paying any fees, providing any required Bidder information, and receiving this RFT. The Purchasing Department has the sole discretion to determine whether or not a Bidder is a Registered Bidder.
- 2.17 **“RFT”** means, as the context requires, this request for tenders process and the tender documents, including all Appendices and any addenda which may be issued.
- 2.18 **“Submission Deadline”** means **THURSDAY, JUNE 10, 2021**, at Eleven-Thirty Fifty-Nine (11:30:59) a.m. (E.D.T), as **received** by the Bidding System time (synchronized with any computer clock) during the upload / submission process.
- 2.19 **“Submission Location”** means through the Bidding System by electronic submissions only.
- 2.20 **“Total Tender Price”** means the All-Inclusive price in Canadian Funds based on estimated quantities provided in the Bid Form - Price Schedule as offered by the Bidder for the services contemplated for this RFT. The price excludes H.S.T. but includes all other taxes, freight and duties.

VESTIBULE ADDITION – HURON LODGE

3. PROJECT OVERVIEW

- 3.1 Bidders should read this RFT carefully and thoroughly to understand all terms and conditions. Bids may be deemed non-compliant or be rejected for failure to fulfill procedural or content requirements stipulated in this RFT.
- 3.2 The City is subject to the provisions of the Ontario Building Code Act. All work performed on City buildings or property may be subject to the requirement to obtain permits. Obtaining permits shall be the sole responsibility of the successful Bidder prior to commencement of work.
- 3.3 Bidders are encouraged to seek clarification or ask questions in respect of any part of this RFT that is unclear or is or appears to be erroneous. All questions or requests for clarification shall be made in writing to purchasing@citywindsor.ca
- 3.4 Except as provided in this RFT, Bidders are not to contact any members of the City's administration, City Council, or any consultant engaged on the project in relation to this RFT.
- 3.5 The City may reject Bids received from Bidders who are not Registered Bidders.
- 3.6 This RFT is comprised of these Instructions to Bidders and the following Appendices:
 - A. Mandatory Contract Terms
 - B. Health, Safety, and Workplace, Violence and Harassment Acknowledgement Form
 - C. Named Subtrades Policy
 - D. Vendor Information Form
 - General Conditions of Service
 - Scope and Specifications
 - Bid Form & Bid Form - Price Schedule
 - Tender Checklist
 - Drawings

4. QUESTIONS AND CLARIFICATIONS

- 4.1 All questions and requests for clarification are to be made in writing and submitted to purchasing@citywindsor.ca using the subject line "**RFT NO. 87-21, Vestibule Addition – Huron Lodge**". The City will review all questions and, if a response is warranted, the question and the response will be issued by way of written addendum to all Bidders through the Bidding System. The City may edit or rephrase the question or may not issue a response to any question which, in the City's opinion, does not require a response.
- 4.2 Questions must be received by no later than **Monday, June 7, 2021**. The City may, in its discretion, consider or respond to questions posed after this date, but is under no obligation to do so.

VESTIBULE ADDITION – HURON LODGE

- 4.3 This RFT may only be amended by addendum. Information, clarification, responses or instructions provided in any other means regardless of setting or context are not binding on the City and should not be relied upon unless an addendum is issued.
- 4.4 Any addendum issued under this RFT will become part of the RFT and Bidders will be required to acknowledge addenda on the Bid Form.
- 4.5 Except for any communications made in accordance with Section 4.1, Bidders are not to contact:
- 4.5.1 any City staff;
 - 4.5.2 the Consultant; or,
 - 4.5.3 any member of City Council, including the Mayor.
- 4.6 Failure to abide by this paragraph may result in disqualification of the Bidder and rejection of its Bid.

5. ADDITIONAL TENDER REQUIREMENTS

- 5.1 Where a tender document specifies, “Or Approved Equivalent”, the City reserves the right to accept or reject any alternate product(s) at its sole discretion. Bidders who would like an opportunity to receive approval from the City for the “Approved Equivalent” product(s) for the project must submit a request in the manner provided in paragraph 4.1 in accordance with the procedure outline in paragraph 5.1(1)(a) . Any product not meeting the tendered specifications or that has not received prior approval before the **Submission Deadline** will not be considered.

It is highly recommended that any such requests be made by no later than the time specified in paragraph 4.2.;

5.1.1 “Approved Equivalent”:

- (a) Named product(s) alternates or equals, indicated by the phrases "or approved alternate by XYZ Manufacturing" or "or approved equal by XYZ Manufacturing", shall be interpreted to mean that named product alternate or equal, if selected for use in lieu of indicated or specified product, meets or exceeds performance, appearance, general arrangement, dimensions, availability, code and standards compliance, and colour of specified product(s). Confirm delivery of specified items prior to proposing alternates or equals.

5.1.2 Substitutions:

- (a) Bids for substitutions of product(s) and materials must be submitted in accordance with procedures specified in the following:
 - I. Description of proposed substitution, including detailed comparative specification of proposed substitution with the specified product(s);
 - II. Manufacturer’s product data sheets for proposed product(s);

VESTIBULE ADDITION – HURON LODGE

- III. Confirmation of proposed substitution delivery, in writing by product manufacturer;
- IV. Compliance with the building codes and requirements of authorities having jurisdiction.

6. LOBBYING AND COLLUSION

- 6.1 Bidders are prohibited from engaging in conduct which is or could reasonably be construed as any form of political or other lobbying, or as an attempt to influence the outcome of this RFT.
- 6.2 A Bidder shall not discuss or communicate directly or indirectly with any other Bidder any information whatsoever regarding the preparation of a Bid. Bids shall be prepared and submitted independently, without communication, knowledge or comparison of information or any direct or indirect arrangement with any other Bidders.
- 6.3 Failure of any Bidder to comply with this section may result in the disqualification of the Bidder and the rejection of its Bid.

7. MANDATORY PRE-BID MEETING

Date: Tuesday, June 1, 2021

Time: 10:00 A.M. (E.D.T.)

Location: Huron Lodge, 1881 Cabana Rd. W., Windsor, ON N9G 1C7

IMPORTANT INFORMATION:

- **For the Huron Lodge location, the City requires that any Contractor attending the mandatory site meeting AND requesting access to the interior of the building, shall be required to accept taking a COVID-19 rapid response test and obtain a negative response to gain access the building.**
- **In addition, any Contractor requiring interior access, that has had a positive COVID-19 test in the past, must bring proof of the positive test result, due to the reason that as a past positive test result may show-up in the rapid test. If the Contractor does not have this documentation, they cannot be admitted. Due to the COVID-19 pandemic, the City reserves the right to not allow access to the building interior.**
- **For those Contractors requiring interior access to Huron Lodge, please arrive early for testing and providing any documentation in order to be cleared for the 10:00 am start time.**
- **No COVID-19 rapid response test is required of Contractors for viewing the location from the exterior only.**
- **Information that arises from the “Interior” portion of the site meeting shall be issued in an Addendum.**
- **Failure to attend will result in disqualification.**

VESTIBULE ADDITION – HURON LODGE

8. SITE EXAMINATION

- 8.1 Bidders are responsible to conduct any site examinations deemed necessary by the Bidder for the proper preparation of a Bid. Nothing in this RFT shall relieve the Bidders from undertaking all investigation and clarification on all matters related to this RFT. No allowance will be made for additional costs nor will any claim be considered in connection with conditions or circumstances that could have been reasonably ascertained by the Bidders had reasonable efforts been made prior to the Submission Deadline.

9. BID SECURITY

- 9.1 Attach to the Bid Form the following: Bid Security in the amount of **\$ 10,000.00** in the following form:

- 9.1.1 a digital bid bond in an electronically verifiable and enforceable (e-Bond) format, in the form CCDC 220 – 2002 naming “The Corporation of the City of Windsor” as obligee and issued by a surety licensed to conduct surety and insurance business in Ontario, in the amount set out in paragraph 9.1.

- 1.1. The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- 1.2. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- 1.3. The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.

- 9.1.2 For additional information regarding e-Bonds, Bidders should contact their surety company or visit the Surety Association of Canada website:
<https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx>

- 9.2 A scanned PDF copy of bonds, original certified cheque, bank draft, money order or any other format other than a digital bid bond is not acceptable and shall be rejected.
- 9.3 Bonds failing the verification process will NOT be considered to be valid. The Bidders Bid submission shall be non-compliant.
- 9.4 Bonds passing the verification process will be treated as original and authentic.

VESTIBULE ADDITION – HURON LODGE

- 9.5 Bidders shall upload their Bid Security to the Bidding System, in the bid submission file labelled “**Digital Bid Bond**”. All instructions and details for assessing authentication shall be included with the digital bid bond uploaded in the Bidding System.
- 9.6 A Bid Security shall, include such terms, be in a form, be executed appropriately and be provided by an issuer authorized to do business in the Province of Ontario, satisfactory to the City in its reasonable discretion.
- 9.7 The Digital Bid Bond will not be returned to the Bidder.
- 9.8 The Bid Security shall be valid for the duration of the Irrevocability Period.
- 9.9 Any irregularities with respect to the Bid Security will be addressed in accordance with the Purchasing Bylaw, specifically, Schedule B.

10. PERFORMANCE SECURITY, LABOUR & MATERIAL SECURITY

- 10.1 Attach to the Bid Form evidence that if awarded the Contract the Bidder will provide the **performance bond** required by the Contract. Such evidence shall be in the form of one of the following:
 - 10.1.1 An digital agreement to bond or surety’s consent in an electronically verifiable and enforceable (e-Bond) format issued by a surety licensed to conduct surety and insurance business in Canada or in Ontario for a **performance bond** in the Form 32 Performance Bond under section 85.1 of the Construction Act, in the amount of fifty percent (50%) of the Total Tender Price. The agreement to bond / surety’s consent shall remain valid for at least the duration of the Irrevocability Period.
- 10.2 Attach to the Bid Form evidence that if awarded the Contract the Bidder will provide the **labour & material payment bond** required by the Contract. Such evidence shall be in the form of one of the following:
 - 10.2.1 An digital agreement to bond or surety’s consent in an electronically verifiable and enforceable (e-Bond) format issued by a surety licensed to conduct surety and insurance business in Canada or in Ontario for a **labour & material payment bond** in the Form 31 Labour and Material Payment Bond under section 85.1 of the Construction Act, in the amount of fifty percent (50%) of the Total Tender Price.
- 10.3 The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the agreement to bond or surety’s consent form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- 10.4 The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.

VESTIBULE ADDITION – HURON LODGE

- 10.5 The verification may be conducted by the City immediately or at any time during the life of the agreement to bond or surety's consent and at the discretion of the City with no requirement for passwords or fees.
- 10.6 The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 10.13.
- 10.7 For additional information regarding agreement to bond or surety's consent /e-Bonds, Bidders should contact their surety company or visit the Surety Association of Canada website:
<https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx>
- 10.8 A scanned PDF copy of agreement to bond or surety's consent, or any other format other than a digital agreement to bond or surety's consent is not acceptable and shall be rejected.
- 10.9 Agreement to bond or surety's consent failing the verification process will NOT be considered to be valid. The Bidders Bid submission shall be non-compliant.
- 10.10 Agreement to bond or surety's consent passing the verification process will be treated as original and authentic.
- 10.11 Bidders shall upload their Digital Agreement to Bond Performance Security, Labour & Material Security to the Bidding System, in the bid submission file labelled "**Digital Agreement to Bond Performance Security, Labour & Material Security**". All instructions and details for assessing authentication shall be included with the digital agreement to bond or surety's consent uploaded in the Bidding System.
- 10.12 A Digital Agreement to Bond Performance Security, Labour & Material Security shall, include such terms, be in a form, be executed appropriately and be provided by an issuer authorized to do business in the Province of Ontario, satisfactory to the City in its reasonable discretion.
- 10.13 The Digital Agreement to Bond Performance Security, Labour & Material Security will not be returned to the Bidder.
- 10.14 The digital agreement to bond / surety's consent shall remain valid for at least the duration of the Irrevocability Period.
- 10.15 For additional information regarding e-Bonds, Bidders should contact their surety company or visit the Surety Association of Canada website:
<https://www.surety-canada.com/en/ebonding/index.html>

11. INSTRUCTIONS FOR COMPLETING THE BID

- 11.1 Bidders shall complete the Bid Form and any other attachments eg. Schedule of Unit Prices in legible format. The Bid Form must be **signed** by a duly authorized signing representative of the Bidder. Where the Bidder is a Joint Venture, each member of the Joint Venture must execute the Bid Form and, for each member which is a corporation, the Bid Form must be signed by a duly authorized signing representative of the corporation.

VESTIBULE ADDITION – HURON LODGE

- 11.2 To access the Bid Form and start your submission, click the **Bid Documents / Online Submission**. For technical support, please contact Biddingo.com directly at 1-416-756-0955 or via email at ebidding@biddingo.com. Biddingo.com offers free eBidding training sessions. Sign up today at www.biddingo.com/training. Tenders cannot be submitted after the RFT Submission Deadline. Each Bidder is responsible for ensuring its Bid is submitted prior to the Submission Deadline.
- 11.3 A Bidder's failure to provide all requested information on the Bid Form or to fill in all blank spaces may result in the Bid submission being declared non-compliant. Submission of a Bid Form which is illegible or incomplete, or which contains modifications, erasures, changes, exceptions, additions, conditions, Qualifications or uninitialled amendments, may result in the Bid submission being declared non-compliant.
- 11.4 H.S.T. is not to be included in unit pricing, lump sum pricing or total tendered price. For tendering purposes, H.S.T. is excluded from the Total Tendered Price, and shall be considered as an extra. H.S.T. shall be shown separately in the designated space (if provided) on the Bid Form. H.S.T. will be added as extra to any payments or progress payments for work completed or paid direct by the City for Companies outside Ontario that are not registered to collect H.S.T., with H.S.T. calculated at 13%, or such other rate as determined by the Revenue Canada Agency.
- 11.5 Tendered prices shall be All-Inclusive as defined in this RFT and shall be deemed to include, without limitation:
- 11.5.1 Bonds and insurance;
 - 11.5.2 Maintenance of barriers and lights; and,
 - 11.5.3 Removal, storage, relocation of temporary or permanent signs, fences, hedges and minor obstructions interfering with construction.
- 11.6 Where subtrades are required to be named, Bidders must adhere to the Named Subtrades Policy attached as Appendix C.
- 11.7 Submit the Bid through the Bidding System, clearly labelled **in accordance with the Instruction to Bidders.**
- 11.8 Include completed Appendix "B," Health, Safety and Workplace, Violence and Harassment Acknowledgement Form and Appendix "D", Vendor Information Form, in the Bid.
- 11.9 Any irregularity in the Bid contents, including the Bid Form and Bid Security, will be addressed in accordance with the Purchasing Bylaw, specifically, Schedule "B".

12. DELIVERY OF BIDS

- 12.1 Electronic Bid submission only, shall be accepted and received by the Bidding System, on or before the Submission Deadline. A Bid submitted by mail, in person, fax, e-mail or other electronic means, other than through the Bidding System, will not be accepted.

VESTIBULE ADDITION – HURON LODGE

- 12.2 Bids may be amended prior to the Submission Deadline through the Bidding System.
- 12.3 A Bidder should allow sufficient time in the preparation of its Bid to ensure its Bid has been uploaded and completed the submission process on the Bidding System by the Submission Deadline. Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speeds. A Bid that is uploaded onto the Bidding System but not submitted before the Submission Deadline will not be accepted.
- 12.4 Bidders may withdraw Bids prior to the Submission Deadline by submitting a written request, originally signed by a party with authority to bind the Bidder, and by selecting the “Withdraw my eBid Response” button provided within the RFT on Biddingo.com.
- 12.5 Bids shall remain open for acceptance for the duration of the Irrevocability Period.

13. EVALUATION OF BIDS

- 13.1 Bids shall be evaluated in accordance with the Purchasing Bylaw and irregularities shall be addressed in accordance with Schedule B of the Purchasing Bylaw.
- 13.2 Subject to all of its rights herein, including but not limited to paragraph 13.3 and Section 14, the City shall evaluate the Bids based on Total Tendered Price. Separate prices will not form part of the Total Tender Price.

Contingency amounts will form part of the Total Tender Price.

Items of work included in the Bid Form noted as “Provisional” or “Contingency Allowance” may be deleted from the Contract at any time at the discretion of the Owner, where applicable. If any Provisional or Contingency Item, or part thereof, is deleted from the requirements of the contract, the Contractor will have no claim against the Owner for so doing, and the Contractor must take this requirement into consideration when determining his Unit Prices and his Total Tender Price. Provisional prices tendered shall be in effect until issuance of the final payment certificate.

- 13.3 In the event that the Bids exceed the available budget, the City may at its option commence negotiations with the lowest compliant Bidder in an attempt to achieve budgetary compliance. In so doing, the City may negotiate, amend, reduce or change any aspect of the scope of work, without limitation and without regard to the value of the change.

14. RIGHTS OF THE CITY

- 14.1 In addition to any other express rights or any other rights which may be implied in the circumstances, the City reserves the right to:
- 14.1.1 reject any and all Bids in accordance with the Purchasing Bylaw;
 - 14.1.2 reject all Bids and make no award under the RFT;
 - 14.1.3 cancel this RFT at any time up until Contract award;

VESTIBULE ADDITION – HURON LODGE

- 14.1.4 verify with any Bidder or with a third party any information contained in or submitted as part of the Bid;
- 14.1.5 require satisfactory references from the Bidder relating to up to three other recent projects of similar size and scope as a condition subsequent to award; other than those provided by the Bidder, if required;
- 14.1.6 disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information relating to matters which the City, in its sole discretion, considers material;
- 14.1.7 audit the services provided by the Bidder and the fulfillment of the Bidder's obligations under the contract. The Bidder shall cooperate with such audit or audit process. The cost of any such audit (s) shall be at the City's cost.

15. AWARD OF CONTRACT

- 15.1 The Contract shall be awarded by the delivery of written notice by email and/or facsimile to the successful Bidder and shall be contingent on the provision of all documents and materials in 15.4.
- 15.2 Contracts requiring the approval of Council shall be presented to Council during the Irrevocability Period.
- 15.3 Contract awards may be conditional on the approval of senior government agencies, including but not limited to the Ministry of the Environment. If an award is conditional on such approval, written notification of unconditional award be made upon receipt of the requisite approval.
- 15.4 Within seven (7) business days of issuance of the written notice of unconditional award, the successful Bidder shall deliver to the City:
 - 15.4.1 certified true copies of all insurance policies required by the Contract or certificates thereof;
 - 15.4.2 bonding as and if required; and,
 - 15.4.3 a current WSIB clearance certificate as may be required.
- 15.5 The Contract shall be prepared by the City and shall be in substantially the same form as the sample included and shall include all terms, conditions, requirements and obligations imposed by this RFT.
- 15.6 The successful Bidder shall execute the Contract and shall deliver the executed original to the City within seven (7) business days of the Bidder's receipt of the same.

16. LIMIT OF LIABILITY

- 16.1 The liability of the City to any Bidder for any claims arising out of this RFT including negligence and/or the City's breach of the bidding contract, shall be limited to the lesser of the actual loss suffered by the Bidder and two thousand dollars (\$2,000).

VESTIBULE ADDITION – HURON LODGE

17. BIDDER COSTS

- 17.1 Bidders shall bear all costs and expenses in any way related to the preparation, submission or progress of this RFT, including but not limited to the gathering of information, attending or participating in any interviews or site meetings, the preparation of the Bid or responding to any questions or clarifications or requests for additional information made by the City.

18. CONFIDENTIALITY AND MFIPPA

- 18.1 All information provided by or obtained from the City in connection with this RFT is the sole property of the City and must be treated as confidential. Such information is not to be used for any purpose other than responding to this RFT. Upon conclusion of this RFT process, if requested by the City, Bidders shall return all information provided by the City or obtained by the Bidders within this RFT process.
- 18.2 By submitting a Bid, Bidders acknowledge that the contents of their Bid will be disclosed to the City's staff, advisors and Consultants, and may be disclosed to City Council. The City will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information (the "Confidential Material") however the City accepts no liability in the event that the Confidential Material, or any part of it, is disclosed even if the City, its advisors, staff, members of Council or Consultant or other person associated with the City may have been negligent with respect to such disclosure.
- 18.3 Bidders are further advised that the City may be required to disclose parts or all of a Bid pursuant to the *Municipal Freedom of Information and Protection of Privacy Act* (the "Act") Subject to the provisions of the Act, the City will use reasonable efforts to safeguard the confidentiality of any information identified by a Bidder as confidential, but shall not be liable in any way whatsoever to any Bidder if such information is disclosed based on an order or decision made under the Act or any other applicable legislation, including the *Municipal Act, 2001*.

19. PUBLIC STATEMENTS

- 19.1 Bidders shall not publish, issue or make any statements or news release, electronic or otherwise, concerning their or any other Bid, the RFT, the evaluation of the Bid, or the award of the Contract or cancellation of the RFT, without the express prior written consent of the City.

20. CONFLICT OF INTEREST

- 20.1 Bidders must disclose in writing to the City, any present or potential conflicts of interest involving any member of City Council, staff, or consultant employed in any capacity by the city or any City agency, board or commission that:
- 20.1.1 has a direct or indirect financial interest in the award of the Contract to any Bidder;
 - 20.1.2 is currently employed by, or is a consultant to or under contract to a Bidder;

VESTIBULE ADDITION – HURON LODGE

- 20.1.3 is negotiating or has an arrangement concerning future employment or contracting with any Bidder; or,
- 20.1.4 has an ownership interest in, or is an officer or director of any Bidder.
- 20.2 Subject to other rights in this RFT, the City reserves the right to reject a Bid from any Bidder having a conflict of interest in the project that, in the sole and unfettered discretion of the City, cannot be managed or minimized.

21. APPLICABLE LAW

- 21.1 This RFT and any bidding contract which may arise shall be construed in accordance with and be governed by the laws of the Province of Ontario and each of the Bidders attorns to the exclusive jurisdiction of the courts of Ontario.

VESTIBULE ADDITION – HURON LODGE

APPENDIX “A” – MANDATORY CONTRACT TERMS

DEFINITIONS

“City” means The Corporation of the City of Windsor and includes any of its designated employees, officials or agents who are engaged to represent the City in its capacity as (“Owner”) of the project and also includes an employee designated to exercise discretion on behalf of the City.

“Contract Documents” means: RFT No. 87-21, and amendments agreed upon between both parties.

“Successful Bidder/Contractor” means the Registered Legal Name of the Successful Bidder/Contractor engaged by the Owner. The term Successful Bidder/Contractor means Successful Bidder/Contractor of the Successful Bidder’s/Contractor’s authorized representative as designated to the Owner in writing.

“Place of the Work” means The Place of the Work is the designated site or location of the Work identified in the Contract Documents.

“Proper Invoice” means an application for payment delivered by the Successful Bidder to the Owner that fully complies with the requirements of PROPER INVOICE FOR PROGRESS PAYMENT and PROPER INVOICE FOR FINAL PAYMENT.

“Substantial Performance of the Work” means Substantial Performance of the Work is as defined in the lien legislation applicable to the Place of the Work. If such legislation is not in force or does not contain such definition, Substantial Performance of the Work shall have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the Owner.

“Work” means the total construction and related services required by the Contract Documents.

“Working Day” means any day:

- i) Except Saturdays, Sundays and Statutory Holidays.
- ii) Except a day on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to controlling operation or operations, as determined by the City, from proceeding with at least 60% of the normal labour and equipment force engaged on such operation for at least five (5) hours toward completion of such operation or operations.

A controlling operation or operations is to be construed to include any feature of the work considered at the time by the City and Contractor, which, if delayed, will delay the time of completion of the contract. The City will furnish the Contractor with a bi-weekly statement showing the number of Working Days charged to the contract for the preceding week, the number of Working Days specified for the completion of the contract, and the number of Working Days remaining to complete the contract. The Contractor will be allowed one week in which to file a written protest setting forth in what respects the said weekly statement is incorrect, otherwise, the statement shall be deemed to have been accepted by the Contractor as correct.

VESTIBULE ADDITION – HURON LODGE

1. SUBSTANTIAL PERFORMANCE OF THE WORK

When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the Place of the Work a designated portion thereof which the Owner agrees to accept separately is substantially performed, the Contractor shall, within one Working Day, deliver to the Owner a comprehensive list of items to be completed or corrected, together with a written application for a review by the Owner to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.

The Owner will review the Work to verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the Contractor's list and application:

- .1 advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or
- .2 state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate and issue a copy of that certificate to each of the Owner and the Contractor.

Immediately following the issuance of the certificate of Substantial Performance of the Work, the Contractor, in consultation with the Owner, shall establish a reasonable date for finishing the Work.

2. LIQUIDATED DAMAGES

It is understood and agreed that the Contractor will not commence or proceed with the Work hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing to do so.

The Contractor further covenants and agrees to undertake and complete the said Work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Corporation's City Engineer before the expiration of **80 Working Days** from receipt of an order in writing from the City pursuant to the above paragraph (the "Contract Time") and subject always to the liquidated damages provisions. For greater clarity the Contractor shall pay the Corporation the sum of **Five Hundred Dollars (\$500.00)** for liquidated damages for each and every Working Day's delay beyond the 80 Working Days from the Contract Time.

The Owner may deduct any amount due under liquidated damages from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or delays of sub-contractors due to such causes.

VESTIBULE ADDITION – HURON LODGE

If the time available for the completion of the work is increased or decreased by reason of Change Order or Change Directive, the deadline shall be increased or decreased as determined by the Owner.

3. PAYMENT

1. Subject to the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of TEN percent (10%), the Owner shall:
 - a. make progress payments to the Successful Bidder on account of the contract price when due in the amount certified by the Owner together with such taxes as may be applicable to such payments, and
 - b. upon Substantial Performance, pay to the Successful Bidder the unpaid balance of the holdback amount when due together with such taxes as may be applicable to such payment, and
 - c. upon the issuance of the final certificate for payment, pay to the Successful Bidder the unpaid balance of the contract price when due together with such taxes as may be applicable to such payment.
2. In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the Successful Bidder in accordance with the provisions of insurance.
3. Should either party fail to make payments as they become due under the terms of the Contract or in an award by adjudication, arbitration or court, interest at the prejudgment interest rate determined under section 127(2) of the Courts of Justice Act (Ontario) shall also become due and payable.
4. Interest shall apply at the rate and in the manner prescribed by paragraph 3 above on the settlement amount of any claim in dispute that is resolved from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.
5. If the Successful Bidder does not achieve Substantial Performance by the mutual agreed upon date and time at commencement of the Work, as required arising from, either directly or indirectly, any act or omission of the Successful Bidder, or anyone employed or engaged by them directly or indirectly, the Successful Bidder will forthwith reimburse the Owner for all funding lost from any source and any reasonable costs incurred by the Owner arising from such failure to achieve Substantial Performance by the mutual agreed upon date and time at commencement of the Work (“Costs Incurred”). Without limiting any other rights of the Owner, the Owner has the right to retain any monies payable to the Successful Bidder under this or any other agreement between the Owner and the Successful Bidder, in an amount equal to the Costs Incurred, plus any applicable interest.

VESTIBULE ADDITION – HURON LODGE

4. PROPER INVOICE FOR PROGRESS PAYMENT

1. In this contract a Proper Invoice for progress payment shall mean an application for payment made by the Successful Bidder that:
 - .1 is delivered to the Owner monthly by e-mail to kmuegge@citywindsor.ca and krbrunette@citywindsor.ca; and
 - .2 includes all of the following:
 - (1) the Successful Bidder's name and address and HST registration number;
 - (2) the date of the application for payment and the period during which the services and the materials were supplied;
 - (3) information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied;
 - (4) a description, including quantities where appropriate, of the services and materials that were supplied;
 - (5) the name, title, telephone number and mailing address of the person to whom payment is to be sent;
 - (6) the Successful Bidder's legal name, if different from the name set out .2(1) above;
 - (7) copies of any Change Orders or Change Directives, if any, for which the Successful Bidder is claiming payment, together with all backup documentation;
 - (8) certificates of insurance confirming the placement of the insurance coverage required by this Contract, unless all of the policies identified in certificates of insurance delivered as part of a prior Proper Invoice remain in full force and effect;
 - (9) the monthly report required by SUCCESSFUL BIDDER'S MONTHLY REPORTS;

5. SUCCESSFUL BIDDER'S MONTHLY REPORTS

1. During the project, unless otherwise required by this contract, the Successful Bidder shall provide a monthly written report to the Owner. This monthly report shall include:
 - .1 confirmation that the project is on schedule or, if the schedule has suffered slippage, a recovery plan demonstrating how the Successful Bidder will achieve recovery of the schedule;
 - .2 a list of critical issues of which the Successful Bidder is aware and which require resolution, including dates by which decisions are required and by whom;
 - .3 an updated construction schedule.
2. The Successful Bidder's monthly report shall be included with its monthly application for "progress payment."

VESTIBULE ADDITION – HURON LODGE

6. PROGRESS PAYMENT

1. Subject to the Owner's right to give notice of non-payment in accordance with the Construction Act (Ontario), as amended, the Owner will pay the amount payable under a Proper Invoice for progress payment no later than 28 days after the date the Owner receives the Proper Invoice. Provided that the Owner's obligation to make payment shall not arise unless and until the Successful Bidder's application for payment constitutes a complete Proper Invoice as provided in PROPER INVOICE FOR PROGRESS PAYMENT. For certainty, and without limitation, the Owner may refuse to pay all or any portion of the application for progress payment where:
 - .1 the application does not comply with all of the requirements of a Proper Invoice in PROPER INVOICE FOR PROGRESS PAYMENT.
2. Payment by the Owner shall not preclude the Owner from thereafter disputing any of the items for which payment was made and shall not be construed as acceptance of any part of the Work.

7. PROPER INVOICE FOR FINAL PAYMENT

1. In this contract, a Proper Invoice for final payment shall mean an application for final payment made by the Successful Bidder that:
 - .1 is delivered to the Owner by e-mail to kmuegge@citywindsor.ca and krbrunette@citywindsor.ca; and
 - .2 includes all of the following:
 - (1) the Successful Bidder's name and address and HST registration number;
 - (2) the date of the application for payment and the period during which the services and the materials were supplied;
 - (3) information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied;
 - (4) a description, including quantities where appropriate, of the services and materials that were supplied;
 - (5) the name, title, telephone number and mailing address of the person to whom payment is to be sent;
 - (6) the Successful Bidder's legal name, if different from the name set out in .2(1) above;
 - (7) copies of any Change Orders or Change Directives, if any, for which the Successful Bidder is claiming payment, together with all backup documentation;
 - (8) certificates of insurance confirming the placement of the insurance coverage required by this Contract, unless all of the policies identified in certificates of insurance delivered as part of a prior Proper Invoice remain in full force and effect;
 - (9) any documents or materials listed as follows:

VESTIBULE ADDITION – HURON LODGE

- .1 all testing and balancing reports and spare parts, if any;
- .2 all shop drawings, if any;
- .3 all maintenance and operating manuals, instructions and materials, if any;
- .4 all specified warranties and guarantees and certificates, if any;
- .5 all distribution system diagrams, if any;
- .6 any other materials or documents required by the Contract Documents.

The Owner shall be at liberty to withhold from amounts otherwise payable to the Successful Bidder as security for the obligation of the Successful Bidder to deliver all of the submittals described in this paragraph not previously delivered;

- (10) the monthly report required by SUCCESSFUL BIDDER'S MONTHLY REPORTS.

8. FINAL PAYMENT

1. When the Successful Bidder considers that the Work is completed, the Successful Bidder shall deliver to the Owner a Proper Invoice for final payment, as provided in paragraph PROPER INVOICE FOR FINAL PAYMENT.
2. The Owner will, no later than 10 calendar days after the receipt of an application from the Successful Bidder for final payment, review the Work to verify the validity of the application and advise the Successful Bidder in writing that the application is valid or give reasons why it is not valid. Without limiting the generality of the foregoing, the application for final payment will not be considered valid until products installed are tested and conform to the requirements specified in the Contract Documents and all documentation required by the Contract Documents including but not limited to the documents and materials listed in paragraphs .2(9) – PROPER INVOICE FOR FINAL PAYMENT have been received and accepted by the Owner.
3. When the Owner finds the Successful Bidder's application for final payment valid, the Owner will promptly issue a final payment.
4. Subject to the Owner's right to give notice of non-payment in accordance with the Construction Act (Ontario), as amended, the Owner will pay the amount payable under a Proper Invoice for final payment no later than 28 days after the date the Owner receives the Proper Invoice. Provided that the Owner's obligation to make payment shall not arise unless and until the Successful Bidder's application for payment constitutes a complete Proper Invoice as provided in PROPER INVOICE FOR FINAL PAYMENT. For certainty, and without limitation, the Owner may refuse to pay all or any portion of the application for final payment where:
 - .1 the application does not comply with all of the requirements of a Proper Invoice in PROPER INVOICE FOR FINAL PAYMENT; and/or
 - 2 the amount applied for exceeds the amount stated in paragraph 3- FINAL PAYMENT.

VESTIBULE ADDITION – HURON LODGE

5. Payment by the Owner shall not preclude the Owner from thereafter disputing any of the items for which payment was made and shall not be construed as acceptance of any part of the Work.

9. WITHHOLDING OF PAYMENT

1. If because of climatic or other conditions reasonably beyond the control of the Successful Bidder, there are items of Work that cannot be performed, payment in full for that portion of the Work which has been performed as certified by the Owner shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold, until the remaining portion of the Work is finished, only such an amount that the Owner determines is sufficient and reasonable to cover the cost of performing such remaining Work.
2. Notwithstanding any provision in the Contract Documents to the contrary, the Owner may withhold payment on any certificate for payment to the extent required to offset any previous over-payment made to the Successful Bidder or to the extent as may be necessary to protect the Owner from loss or damage as a result of:
 - .1 the Successful Bidder's failure to perform any of its material obligations or where the Successful Bidder is otherwise in default under the Contract Documents and any such default is continuing;
 - .2 Work which is defective or which has not been performed in accordance with the Contract Documents or in accordance with applicable laws;
 - .3 damage done by the Successful Bidder to Work carried out by other Successful Bidders or by Owner's forces;
 - .4 claims or reasonable evidence indicating possible commencement of claims for which the Successful Bidder may be responsible to indemnify the Owner; or
 - .5 the Successful Bidder's failure to immediately remove any liens arising from the Work.

10. NON-CONFORMING WORK

1. No payment by the Owner under the Contract nor partial or entire use or occupancy of the Work by the Owner shall constitute an acceptance of any portion of the Work or products which are not in accordance with the requirements of the Contract Documents.

11. OWNER'S RIGHT TO MAKE CHANGES

1. The Owner, without invalidating the Contract, may make:
 - .1 changes in the Work consisting of additions, deletions or other revisions to the Work by Change Order or Change Directive, and

VESTIBULE ADDITION – HURON LODGE

- .2 changes to the project completion date and time for the Work, or any part thereof, by Change Order.
2. The Successful Bidder shall not perform a change in the Work without a Change Order or a Change Directive. The requirement that the Successful Bidder obtain a Change Order or a Change Directive is of the essence and it is the express intention of the parties that any claims by the Successful Bidder for a change in the contract price and/or project completion date and time shall be barred unless there is strict compliance with paragraph 1 – OWNER’S RIGHT TO MAKE CHANGES. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the Work, and no claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for damages or additional payment under this contract or a claim for an extension of the project completion date and time, or a claim for an amendment to the contract. Without limiting the generality of the foregoing, under circumstances of expediency, the Successful Bidder may proceed with a change in the Work without first obtaining a Change Order or a Change Directive where it has received from the Owner or the Owner’s authorized representative some form of written or e-mail direction agreeing to the change.
3. The Successful Bidder agrees that its activities related to construction co-ordination, including but not limited to site conditions, site co-ordination, and the co-ordination of subcontractors and suppliers and the Work of the Owner’s forces and/or other contractors, including the matters referred to in the following paragraph, shall not constitute a change in the Work and shall not entitle the Successful Bidder to an adjustment of the contract price or project completion date and time.
 - .1 The Successful Bidder shall perform the Work in accordance with modern practice and shall employ only good workmanship subject to specific requirements of the Contract Documents, and in accordance with applicable laws, ordinances, rules, regulations or codes relating to the performance of the Work. Without limiting the generality of the foregoing, the Successful Bidder is responsible for the intermeshing of the various parts of the Work so that no part shall be left in an unfinished or incomplete condition owing to any disagreement between Subcontractors, or between any of the Subcontractors and the Successful Bidder, or due to work performed by the Owner’s own forces or other contractors, as to where the Work of one begins or ends with relation to the Work of the other.
4. The Owner from time to time may issue supplemental instructions solely for the purposes of clarifying drawings and specifications. The Successful Bidder shall not be permitted to apply costs against supplemental instructions, however, if the Successful Bidder believes a supplemental instruction will result in either a change to the contract price or project completion date and time, the Successful Bidder shall immediately advise the Owner.

VESTIBULE ADDITION – HURON LODGE

12. AODA Customer Service Standard

The City of Windsor is committed to providing equal treatment to people with disabilities with respect to the use and benefit of City services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All bidders, Suppliers and Contractors who provide goods, services or construction to the City shall comply with the Accessibility for Ontarians with Disabilities Act, 2005, and all Regulations emanating therefrom.

Accessible Procurement

Accessibility criteria will be considered throughout the procurement process. Suppliers, contractors and manufacturers should identify features of their product or services which meet the relevant standards. (Link to Integrated Accessibility Standards http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_110191_e.htm)

Where specific accessibility requirements are identified, they will be clearly stated in the procurement document and will be given appropriate consideration throughout the procurement process.

Accessible Customer Service Standard

Effective 1 January 2010, third party Contractors who deal with the public or other third parties on behalf of the City, as well as contractors who participate in developing City policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07 under the *Accessibility for Ontarians With Disabilities Act, 2005* (“AODA”).

Contractors shall ensure:

- 1) Their employees are trained on serving persons with disabilities as outlined under the Standards for Customer Service
- 2) Training records are maintained, including dates when training is provided, the number of employees who received training and individual training records.

This information will be made available, if requested by the City.

Further information on the Standards for Customer Service including training resources for contractors and the City of Windsor Accessible Customer Service Policy can be found under the Accessibility link on the City of Windsor website www.citywindsor.ca

13. Canada Revenue Agency Regulation 105

Regulation 105 of the Income Tax Act requires every person (whether resident or non-resident in Canada) who pays a non-resident person (individual, corporation, partnership, joint venture, limited liability company, or other) a fee, commission, or other amount for services rendered in Canada, to deduct and withhold 15% tax from such a payment. For more detailed information, see Canada Revenue Agency’s (CRA) publications 75-6R2, RC4445 and T4A-NR.

VESTIBULE ADDITION – HURON LODGE

For those non-residents providing services in Canada, there may be an opportunity to have Regulation 105 withholdings waived by the CRA. Following is a link to the waiver application: <http://www.cra-arc.gc.ca/E/pbg/tf/r105/README.html>

For purposes of satisfying the requirements of Regulation 105 of the Income Tax Act, The Corporation of the City of Windsor requires that either a waiver from the CRA or a Declaration and Indemnity, satisfactory in form and content to the City, be provided for all work or services performed for the City. Failure to provide either the waiver or the Declaration and Indemnity shall result in the City deducting or otherwise withholding from payment, the required 15%.

14. No Smoking By-Law

City of Windsor By-Law # 113-2006 prohibits smoking on City of Windsor owned properties, including parks, conservation areas, marinas and recreation facilities, as well as any associated parking lot or walkway, and 9m from the entrance of a municipal building.

Prohibited products include cigarettes, cigars, pipes, e-cigarettes, hookah/water pipes and any other lighted or heated equipment used to smoke or vaporize any tobacco or non-tobacco product.

15. City Right to Audit

The City shall have the right to audit the services provided by the Bidder and the fulfillment of the Bidder's obligations under the contract. The Bidder shall cooperate with such audit or audit process. The cost of any such audit (s) shall be at the City's cost.

16. Indemnification and Insurance:

The Contractor covenants and agrees that it will at all times indemnify and save harmless the City, its officers, servants and agents from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the City, its officers, servants and agents by reason or in consequence of the execution and performance of the Work by the Contractor, its servants, agents or employees.

Prior to commencing work the Contractor shall provide the City with a Clearance Certificate from the Workplace Safety and Insurance Board of Ontario ensuring that all premiums have been paid to the date indicated on the Certificate, and agrees to provide further and other such Certificates upon demand.

The Contractor shall provide, maintain and pay for the following insurance:

General Liability Insurance with a limit of liability of no less than two million dollars (\$2,000,000.00) per occurrence which shall be primary and non-contributing with, and not in excess of, any other insurance held or obtained by the City; and,

VESTIBULE ADDITION – HURON LODGE

Automobile liability insurance in respect of those owned or leased vehicles used directly or indirectly in the performance of the Work with a limit of liability of not less than two million dollars (\$2,000,000) for each and every loss.

Builder's Risk – All Risk Property Insurance in the Joint Names of the Tenderer and the Corporation of the City of Windsor in an amount equal to 100% of the total contract value including all taxes.

The Corporation of the City of Windsor and **Maged Basilious Architect** shall be named as an additional insured in the policy of commercial general liability insurance and the policy shall contain a cross-liability/separation clause.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way to the detriment of the City of Windsor, nor cancelled by the Contractor until 30 days after written notice by registered mail of such change or cancellations has been delivered to the City of Windsor. Proof of the insurance coverage shall be in form satisfactory to the Manager of Purchasing or his designate prior to commencing of any work or activity being performed. The Contractor shall be responsible for all losses within the deductible limit.

The Contractor shall maintain in good standing coverage under the Workplace Safety and Insurance Act, 1997, ("WSIB") as may be required. If the Contractor is an independent contractor/owner for the purposes of WSIB, the Contractor shall provide appropriate WSIB documentation confirming same.

17. Conflicts and Omissions

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- i) Contract
- ii) Addenda
- iii) Special Provisions
- iv) Tender Drawings
- v) Supplementary Specifications and Mandatory Procedures and Practices
- vi) Standard Specifications
- vii) Tender
- viii) General Conditions of Service
- xi) Working Drawings

VESTIBULE ADDITION – HURON LODGE

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

In the event of any conflict among or inconsistency of the information shown on the Drawings, the following rules shall apply:

- i) Dimensions shown on all figures on a Drawing shall govern where they differ from dimensions scaled from the same Drawing;
- ii) Drawings of larger scale shall govern over those of smaller scale unless otherwise noted;
- iii) Detailed Drawings shall govern over General Drawings; and
- iv) Drawings of a latter date shall govern over those of an earlier date in the same series.

In the event of any conflict in the content of the Standard Specification the following order of precedence shall govern:

- i) City of Windsor Standards and Specifications.
- ii) City of Windsor Standard Specifications as approved by the City Engineer.

The Tender Documents are complementary, and what is required by any one shall be as binding as if required by all.

Neither party to the Tender shall take advantage of any apparent error or omission in the plans and specifications, but the Project Manager shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the plans and specifications. Any work or material not herein but which may be fairly implied as included in this Tender, of which the Project Manager shall be the judge, shall be done or furnished by the Tenderer as if such work or material had been specified.

18. Non-Resident Contractor

If the Contractor is a non-resident in Ontario, he shall, immediately after being notified by the Corporation, that the tender has been accepted by the Corporation, obtain from the Retail Sales Tax Branch, a certificate showing that the Contractor has registered with the Retail Sales Tax Branch, and shall submit such certificate to the Corporation at the same time he furnished the Performance Bond and the Labour and Materials Payment Bond. Similarly, the Contractor shall submit a license to carry on business in Ontario obtained from the Ministry of Consumer and Financial Affairs.

The Project Manager may withhold the issuance of the order to commence work to a non-resident Contractor if the required certificate and license have not been furnished. If the Contractor is non-resident in Ontario, he shall not commence work or order any material or equipment for the contract until he has furnished to the Corporation, the required certificate and license.

The Contractor shall ensure that all sub-contractors whom he proposes to use for carrying out any of the work required by the Contract and who are non-resident in Ontario, have registered with and have complied with the requirements of the Retail Sales Tax Branch and have obtained a license from the Ministry of Consumer and Financial Affairs before they commence any such work.

VESTIBULE ADDITION – HURON LODGE

19. Workplace Safety & Insurance Board Coverage

The Contractor clearly understands and agrees that it is not, nor is anyone hired by it, covered by the City under the *Workplace Safety and Insurance Board Act*, s.o. 1997, C.16, Sch. A., as amended and the Contractor shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Board Act*, the *Employment Insurance Act*, S.C. 1996, c23 or any Act, whether Provincial or Federal, in respect of itself, its employees and operations, and shall furnish the City, if requested, with such satisfactory evidence that it has complied with the provisions of any such Acts. If the Contractor fails to do so, the City shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the City shall have the right to pay same.

The Contractor shall, both prior to commencing work under the Contract and within sixty (60) days of expiration of the Contract date, submit a letter of good standing from the Workplace Safety and Health Insurance Board to the City that all assessments of compensation have been paid, and the City may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.

The successful Contractor must have a valid W.S.I.B. Clearance and as proof will be required to submit a current Certificate of Clearance within ten (10) days of award of the Contract.

In addition, the Contractor shall ensure that all Sub-Contractors provide W.S.I.B. clearance prior to undertaking work on this project and prior to final release of any sub-contracted work. The Contractor shall also be responsible for ensuring that all sub-contractors provide W.S.I.B. Clearance Certificates prior to release of holdback on this project.

20. Safety

The Successful Bidder shall carry out this project in strict accordance with Occupational Health and Safety legislation; the regulation for construction projects, Ontario Regulation 213/91 as amended by Ontario Regulation 631/94, and other prescribed legislation and regulations as they may pertain to the work.

The Successful Bidder shall also provide full time supervision of on-site activities of own forces to ensure applicable regulations and specification requirements are followed at all times.

The Successful Bidder shall take all necessary precautions to ensure the continuous safety of any tender workers, the Owner, and general public at large on the Owner's property.

Please be advised that the Owner has a Policy on Health & Safety. The successful Bidder is requested to ensure that employees are advised and have a sound knowledge of this Policy.

21. Unavoidable Delay

If any Party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Agreement, as a result of any strike, labour dispute, inability to obtain labour or

VESTIBULE ADDITION – HURON LODGE

materials, Act of God, governmental restriction or governmental declaration of emergency, regulation or control, insurrection, sabotage, fire or other casualty or by any other event beyond the control of such party (herein called “**Unavoidable Delay**”) then the time to perform such obligation, satisfy such condition or exercise such right or option shall be postponed by the period of time consumed by the Unavoidable Delay. Financial instability, inconvenience or embarrassment shall not be considered events causing Unavoidable Delay.

-END OF APPENDIX “A”-