



TOWN OF AURORA

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
ECONOMIC DEVELOPMENT DIVISION

REQUEST FOR TENDER

FOR

CONSTRUCTION - RENOVATION OF THE AURORA ARMOURY

*******ONLINE SUBMISSIONS ONLY*******

Request for Tender No.: **2018-68-PDS-ED**

Opening Date: **June 29th, 2018**

Mandatory Site Meeting Date: **July 9th, 2018 at 10:00 a.m., 89 Mosley Street, Aurora**

Closing Date: **July 23rd, 2018 at 10:00:00 a.m., local time**

This procurement is subject to Canadian Free Trade Agreement.

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PART 1 – INTRODUCTION

1.1 Invitation to Bidders

This Request for Tender ("RFT") is an invitation to prospective Bidders to submit for renovation work at the 89 Mosley Street which maintains the original building and roof configuration. The Work includes roofing, siding, interior renovation, mechanical, electrical and landscaping.

The Specifications and Scope of Work for this project are as set out in this RFT and may be amended by addendum issued by the Town.

1.2 Submissions

The Corporation of the Town of Aurora shall only accept and receive Electronic Bid submissions through the Town's Bidding System, hereafter, called the "**Bidding System**".

Hard-copy Bid submissions shall not be accepted.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

The Town makes no guarantee of the value or volume of Work to be assigned to the Contractor. The Contract executed with the successful Bidder will not be an exclusive Contract for the provision of the described Work. The Town may Contract with others for the same or similar Work to those described in this RFT or may obtain the same or similar work internally.

1.4 Procurement By-law Number 6076-18

Procurement By-law Number 6076-18 applies to this RFT. All irregularities and non-compliance issues in any Bid will be handled by the Town as described in the Town's Procurement By-law Number 6076-18. The Town's Procurement By-Law is available on the Town of Aurora website: www.aurora.ca

1.5 Definitions

The following definitions shall apply to all Contract Documents:

- a) "**Addendum**" or "**Addenda**" means such further additions, deletions, modifications or other changes to the RFT;
- b) "**Bid**" means a document submitted by a Bidder in response to this RFT, to be used as the basis for entering into a Contract;
- c) "**Bidder**" means the individual or legal entity submitting a Bid. The definition shall also include any principal, director, officer of that Bidder, bidding directly for Town contracts, or indirectly through another legal entity;
- d) "**Bidding System**" means the Town's online web-based solution for issuing solicitations and/or receiving online bid submissions and posting bid results;
- e) "**Change in the Work**" means additions, deletions, extensions, increases, decreases or other revisions to the Work within the general scope of the Contract;

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- f) **“Consultant”** means the person, firm or corporation, if any, appointed by the Town and is referred to throughout the Contract Documents as if singular in number and neuter in gender;
- g) **“Contract”** means the contract between the Town and the selected Bidder for the execution and performance of the duties, responsibilities and obligations, as required under this request for Tender and as agreed upon by the parties to complete the Work described in this request for Tender;
- h) **“Contract Administrator”** means the authorized agent or representative as designated to the Contractor by the Director;
- i) **“Contract Price”** means the sum as described in section Contract Price;
- j) **“Contract Time”** means the number of Working Days stipulated in the Contract Documents for completion of the Work;
- k) **“Contractor”** means the selected Bidder to whom the Contract is awarded and undertaking the execution of the Work under the terms of the Contract and is referred to throughout the Contract Documents as if singular in number and neuter in gender;
- l) **“Council”** means the Council of The Corporation of the Town of Aurora;
- m) **“Day”** means a calendar day;
- n) **“Director”** means the Director of Planning and Development Services, or his/her designate;
- o) **“Electronic Bidding”** means a method of issuing Solicitations and/or receiving written Bids on the Bidding System where the process of issuing and/or receiving Bids by email, or online is considered appropriate and valid;
- p) **“Engineer”** means the authorized agent or representative as designated to the Contractor by the Director (same as **“Contract Administrator”**);
- q) **“Must”** or **“Shall”** or **“Minimum”** indicates a mandatory requirement that must be agreed to, completed and complied with. Failure to agree, complete and comply will result in your Bid being rejected;
- r) **“Other Contractor”** means a person, firm or corporation employed by or having a separate contract directly or indirectly with the Town for work other than that required by the Contract Documents;
- s) **“Place of the Work”** means the designated site or location of the Work;
- t) **“Procurement By-law”** means Town By-law Number 6076-18, as may be amended from time to time;
- u) **“Products”** means material, machinery, equipment and fixtures forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment;
- v) **“Procurement Services”** means the division or section of a Town Department that is responsible for the procurement of goods, services and construction for the Town;
- w) **“Procurement Manager”** means the Procurement Manager for the Town, or his/her designate;

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- x) **“Responsible Bidder”** means a Bidder whose reputation, past performance, and business and financial capabilities are such that the Bidder would be judged by the Town to be capable of satisfying the Town’s needs for a specific Contract. A Bidder, as the context requires, that is fully capable to meet all the requirements of the Solicitation or other process and subsequent Contract. Such Bidder shall possess the full capability, including financial and technical, satisfactory past performance, including a satisfactory Town’s Contractor performance evaluation (where applicable) to perform as contractually required and shall be able to fully document the ability to provide good faith performance;
- y) **“RFT”** means this Request for Tender package in its entirety, inclusive of all schedules and addenda/addendum that may be issued by the Town;
- z) **“Sub-Contractor”** means a legal entity approved by the Town undertaking the execution of part of the Work or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked, pursuant to an agreement with the Bidder. The term Sub-Contractor is referred to throughout the Contract Documents as if singular in number and neuter in gender;
- aa) **“Substantial Performance of the Work”** means as defined pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as such statute is amended or replaced from time to time. 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 Town, or, if a Consultant has been appointed, by the Consultant;
- bb) **“Total Bid Price”** means the sum of:
 - (i) the products of the estimated quantities of unit price items and the applicable unit prices in the Schedule “A”; and
 - (ii) the lump sum prices in the Schedule “A”;
- cc) **“Total Performance of the Work”** means when the Contract is deemed to be completed pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as such statute is amended or replaced from time to time. If such legislation is not in force or does not contain such definition, Total Performance of the Work shall have been reached when the entire Work, except those items arising from the provisions of GENERAL CONDITION 5.31 - WARRANTY, has been performed to the requirements of the Contract Documents and is so certified by the Town, or, if a Consultant has been appointed, the Consultant; “Town” means The Corporation of the Town of Aurora or its authorized agent or representative as designated to the Contractor but does not include the Consultant;
- dd) **“Town”** means The Corporation of the Town of Aurora or its authorized agent or representative as designated to the Contractor but does not include the Consultant;
- ee) **“Work”** means the total works and related services performed by the

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Contractor, or its consultants, agents, permitted assigns and/or Sub-contractor, and the provision of equipment and supplies as part of completing the project required by the Contract Documents, and as described in the bid documentation;

- ff) **“Working Day”** means Monday to Friday inclusive, and excludes: (i) Saturday and Sunday; (ii) any statutory holiday recognized by the Town; and (iii) any day that the Town’s main office (Town Hall) is closed;
- gg) **“Working Time”** means in a Working Day each period of time during which a unit of equipment is actively and of necessity engaged in a specific operation and the first two (2) hours of each immediately following period during which the unit is not so engaged but during which the operation is proceeding and during which time the unit cannot practically be transferred to other work but must remain on the site in order to continue with its assigned task and during which time the unit is fully operable.

[End of Part 1]

PART 2 – THE REQUIREMENTS, DELIVERABLES AND SCOPE OF WORK

2.1 Contract Term

The Contractor shall attain Substantial Performance of the Work within 9 months of the Contract award.

2.2 Ability to Perform the Work

Bidders must supply the information requested in Schedules “B”, “C”, “D”, “E”, “F”, “G” and “I” to the Form of Tender. The information provided shall be indicative of the Bidder’s ability to provide the services described within this RFT and must meet or exceed the requirements contained herein.

(a) Staff Experience & Qualifications

Bidders must complete Schedule “C” to demonstrate that the staff that would be assigned to this project have sufficient experience and qualifications to ensure that the Work is completed successfully and within the required timeframe.

If requested by the Town during the tender review process, a Bidder may also be required to provide additional information relating to staff experience and qualifications including resumes, references, etc.

(b) Company Projects and References

Bidders must demonstrate that their company has performed the minimum number of projects, as required under Schedule “F”, which are similar in size and scope to the Work described in this RFT. **Bidders must also demonstrate that their company has performed work similar to the work described in this RFT for a minimum of the last seven (7) years.**

(c) Sub-contractors

Bidders must complete Schedule “F” and identify all sub-contractors to be utilized on this project as well as the type of work that each sub-contractor would be performing. **Each sub-contractor must be in good standing with the Town (ie: not disqualified from bidding or working on Town projects, not under litigation with the Town, etc.).** The Town reserves the right to conduct reference checks and to inquire with third-parties with respect to proposed sub-contractors.

The Town reserves the right to approve or reject proposed sub-contractors at its discretion. If the Town objects to the use of a particular sub-contractor, the Bidder shall propose an alternative sub-contractor for the Town’s approval. If requested by the Town during the tender review process, a Bidder shall also be required to provide sub-contractor project references to substantiate the background experience of their proposed sub-contractor(s).

Any proposed changes to the approved list of sub-contractors subsequent to Contract award shall be subject to approval by the Town.

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The Town may conduct reference checks to confirm that a Bidder has performed the services described within the Tender on previous projects in a satisfactory manner. As noted, the Town may also require that a Bidder provide additional references and/or other documentation including staff resumes, staff references, sub-contractor references, etc.

The Town reserves the right, in its sole discretion, to reject a Bid from any Bidder:

- (i) that does not provide the information required in Schedules B", "C", "E", "F", "G" and "I";
- (ii) that does not supply any additional references and/or supporting documentation that is requested by the Town during the RFT review process;
- (iii) whose company experience and project references do not meet the requirements outlined in this RFT;
- (iv) whose sub-contractors do not meet requirements outlined in the RFT; or
- (v) whose sub-contractors or staff do not appear to have sufficient experience, qualifications or resources to successfully complete the project, based on the sole opinion of the Town.

The Town also reserves the right, in its sole discretion, to reject a Bid from any Bidder that has performed services in an unsatisfactory manner or not in accordance with specified timeframes as determined by the Town from a reference check or from any other project that comes to the attention of the Town, including any previous projects performed for the Town.

2.3 Bonding Requirements

2.3.1 Bid Bond and Agreement to Bond must be submitted with your electronic bid submission in the Bidding System in the bid submission file labeled "Bid Bond" and "Agreement to Bond".

2.3.2 Bid Bond and Agreement to shall be in the form of one of the two following formats:

Option 1: Digital Bid Bond

If Bidders are using a Digital Bid Bond, then refer to the information for this type of Bid Bond found on the Surety Association Canada's website. The information on this site includes the following:

- A list of third parties that provide online surety digital bond services such as Mobile Bonds or Xenex. The Town does not endorse or promote any third party digital bond service provider.
- An industry checklist which Digital Bonds provided should meet.

All instruction details for accessing authentication should be included with the up-loaded Bond.

Option 2: A Scanned Paper Bid Bond – (PDF Format)

If this alternative is used, Bidders should request either an ink seal from their Surety or trace over the embossed seal prior to scanning to allow for the seal to be visible to the Town.

- 2.3.3** Applicable to both formats:
All Bonds must be issued by a surety company licensed to issue surety bonds in the Province of Ontario.

If the Town is unable to verify the Bid Bond and/or Agreement to Bond requirements, upon request by the Town, the Bidder shall be given five (5) business days to remedy the verification to the Town's satisfaction.

Any Bid received that does not satisfy the bonding requirements shall be declared to have a major irregularity and will be rejected as non-compliant.

2.3.4 Instructions for Agreement to Bond

The Bidder is to complete Schedule "I" Undertaking to Bond and upload it to the electronic submission. Schedule 1 and Schedule 2 are only to be completed by the awarded company and are included with the bid document as a reference only.

Bidders are required to submit the following with their Bid:

- a) An Undertaking to Bond to provide a Performance Bond surety for one-hundred percent **(100%)** of the **TOTAL BID PRICE**; and
- b) An Undertaking to Bond to provide a Labour and Materials Payment Bond surety covering fifty-percent **(50%)** of the **TOTAL BID PRICE**.

The Undertaking to Bond to provide a Performance Bond and the Undertaking to Bond to provide a Labour and Materials Payment Bond **must be valid for a minimum of ninety (90) days after the closing date of this RFT.**

2.3.5 Bid Bond

A Bid Bond **must be submitted with the Bid** in the amount of ten percent (10%) of the **TOTAL BID PRICE**.

Bid Bonds **must be valid for a minimum of ninety (90) days after the closing date of this RFT.**

If a Bid is accepted and the Bidder fails to accept a Purchase Order for the Work, or provide the other necessary bonds or documents required after the award of the Contract, the Bid Bond may be enforced by the Town.

2.4 Quantities

The quantities referenced in the Tender are estimates only and shall be used as a basis for calculating the Bid Price. These quantities are not guaranteed to be accurate and are furnished without any liability to the Town. The Town reserves the right, in its sole discretion, to increase or decrease quantities as required.

2.5 Incidental Items

The following is a partial list of items, the cost of which is to be included in the Total Bid Price. No additional payment will be made for the following:

- Cost of bonds, Bid deposit and insurance;
- Cost of permits (except for the building permit which will be the Town's responsibility) and fees;
- Cost of removing and/or relocating, when required, small signs, fences, mailboxes, waste containers, small posts or other minor obstructions interfering with the construction, unless a specific payment item exists in the Tender Form;
- Cost of coordinating with Utility companies who may be affected by the project, or who may be required to perform work simultaneous with the work of the Contractor, and with other Contractors working on properties adjoining the work;
- Cost of maintaining and providing adequate continuity of existing municipal services, and/or the cost of notification of property owners as to temporary, short term disruptions;
- Cost of equipment and labour required to maintain existing roads, including street flushing and sweeping equipment for dust and mud suppression, whenever required and whenever directed to do so by the Engineer;
- Cost of preparing, maintaining, updating and providing a detailed project schedule to the Contract Administrator;
- Cost of organizing, maintaining and administering the Project Safety Committee; and
- Cost of preparing and submitting shop drawings, where required.

2.6 Insurance

Insurance coverage and/or endorsements required under this subsection shall satisfy the Town, in its sole discretion.

Within ten (10) days of notice of award to the Contractor, and before the commencement of any work, and at any other time following the execution of the Contract upon request of the Town, the Contractor shall furnish evidence, in a form provided by or otherwise satisfactory to the Town, of the insurance coverage required herein. When requested, the Contractor shall also promptly provide the Town with a true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. If any work is being contracted out, the contractor will secure and forward to the Town, copies of certificates of insurance from all sub-trades equal to the coverage identified below.

Without restricting the generality of the provision of GENERAL CONDITION - INDEMNIFICATION AND CLAIMS HANDLING, the Contractor to whom the Contract is awarded shall obtain, continuously maintain, pay for and provide, from either the commencement of the services or the signing of the Contract, whichever is sooner, insurance coverage listed below that is taken out with insurance

companies licensed to transact business in the Province of Ontario and not otherwise excluded by the Town:

(a) **General Liability Insurance:**

General liability insurance shall be in the name of the Contractor. The Town and the Consultant, if any, shall be added by endorsement as an additional insured. The limits shall be no less than **FIVE-MILLION CANADIAN DOLLARS (\$5,000,000.00 CAD)** inclusive per occurrence for, but not limited to, bodily injury including death, products and completed operations, blanket contractual liability, non-owned automobile, sudden and accidental pollution (120-hour reporting) and damage to property including loss of use thereof, with a deductible of not more than one-thousand dollars (\$1,000.00 CAD), or as agreed to by the Town. The insurance policy shall contain a "Cross Liability, Severability of Insured" clause or endorsement. Should the Contractor decide not to employ Sub-Contractors for operations requiring the use of explosives for blasting, or pile driving or caisson work, or removal or weakening of support of property, building or land, the liability insurance shall not contain any exclusions or limitations in respect of such operations.

The policies shall be endorsed to provide the Town with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

(b) **Automobile Liability Insurance:**

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than **FIVE-MILLION CANADIAN DOLLARS (\$5,000,000.00 CAD)** inclusive per occurrence for bodily injury, death, and damage to property, in the following forms endorsed to provide the Town with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage:

- i. Standard non-owned automobile policy including standard contractual liability endorsement; and
- ii. Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor.

Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until two (2) years after the date of Completion of Work.

If the Contractor or any of the sub-trades fails to provide or maintain insurance as required herein or elsewhere in the Contract Documents, then the Town shall have the right to provide and maintain such insurance. The cost thereof shall be payable by the Contractor to the Town on demand. If the Contractor fails to pay for such insurance within thirty (30) days of the Town's written demand for payment, the Town may set off such costs against funds owed to the Contractor by the Town.

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All applicable deductibles under the above required insurance policies are at the sole expense of the Contractor.

All policies shall apply as primary and not as excess of any insurance available to the Town.

2.7 Alternative Item

Wherever the term “or approved equal” is used within the Towns Specifications, it is to be understood that reference to trade name, brand name, manufacturer’s name, model number and/or catalogue number has been made solely for the purpose of indicating the minimum standard of quality required in material, workmanship and service. If any “approved equals” are being proposed within the bid submission, the Bidder shall complete ‘Schedule “E” – Alternate Products’ within their electronic submission. The alternate products proposed shall meet or exceed the quality standards of the products specified and will be accepted at the absolute discretion of the Town.

2.8 Town Contractors

The Town maintains contracts with the following Contractors for Town work. The Bidder shall obtain a quote for their applicable work categories below for their Bid submission.

HVAC	Carmichael Engineering Ltd.	416-717-4593	ibergen@carmichael-eng.ca
HVAC	Dunlis Mechanical Services Ltd.	905-793-6026 X226	allan@dunlis.com
Plumbing	Raid Plumbing	416-246-1264	service@rapidplumbing.ca
Painting	Beverley Decorating	416-398-0533	beverleydecorating@bellnet.ca
Painting	Tradeworks Interiors Canada	416-292-7100	nick@tradeworkscanada.com
Electrical	Smith & Long Limited	416-391-0443	mforty@smithandlong.com
Electrical	R.A. Graham Contractors	905-763-1701	dcrossland@ragrahamcontractors.com

[End of Part 2]

PART 3 – EVALUATION OF BIDDERS

3.1 Stages of Bid Evaluation

The Town reserves the right to consider any and/or all of the following during the evaluation of Bids:

- (a) Information provided in the Bid itself;
- (b) Information provided in response to enquiries of credit, experience and industry references set out in the RFT;
- (c) Information received in response to enquiries made by the Town of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- (d) The manner in which the Bidder provides services to others;
- (e) The experience and qualifications of the Bidder’s senior management, and project management; and
- (f) The compliance of the Bidder with the Town’s requirements and specifications.

The Bidder acknowledges that the Town has the right to determine, at its discretion, which criteria are relevant and how they are to be applied during the evaluation process of this RFT.

The evaluation of Bids will be conducted by the Town in the following two (2) stages:

Stage I will consist of a review to determine which Bids comply with all of the mandatory requirements. Bids, which do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the Town, be rejected and not evaluated further.

Stage II will consist of an evaluation of the submitted pricing of compliant Bids. Subject to the express and implied rights of the Town, the lowest price Bid will receive the award.

The award of the Tender shall be based on the Total Bid Price submitted in Schedule “A” – Price Schedule, which includes the sum of all Parts listed for Schedule “A”.

[End of Part 3]

PART 4 – INSTRUCTIONS TO BIDDERS

4.1 Timetable

The following is the schedule for this RFT:

- Issue Date of RFT **June 29th, 2018**
- Bidder's Deadline for Questions **4:00 p.m. on July 16th, 2018**
- Deadline for Issuing Addenda **July 19, 2018**
- Bid Closing Date **10:00 a.m. (local time) on July 23rd, 2018**
- Period of validity for which Bids are Irrevocable after Bid submission deadline is **90 days**.

The RFT timetable is tentative only and may be changed by the Town in its sole discretion at any time prior to the Bid Closing Date.

4.2 Bidders to Follow Instructions

Bidders should structure their submissions in accordance with the instructions in this RFT.

4.2.1. Bidders to Obtain RFT Only Through Bids & Tenders

This RFT is available only through the electronic bidding system used by the Town <https://aurora.bidsandtenders.ca>

A Bidder who has not obtained this RFT through <https://aurora.bidsandtenders.ca> may have its bid rejected.

4.2.2. Bids in English

All Bids are to be in English only.

4.2.3. Town's Information in RFT only an Estimate

The Town and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in the RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the Work.

Where the quantities of any unit price item will exceed or be less than the estimated quantity, the Contractor will proceed as required to complete such item and payment shall be based upon the actual quantity at the applicable unit price in SCHEDULE "A", provided that the Contractor shall have first obtained written authorization from the Director to proceed.

It is the Bidder's responsibility to avail itself of all the necessary information to prepare a Bid in response to this RFT.

4.2.4. Bidders Shall Bear Their Own Costs

The Bidder shall bear all costs associated with or incurred in the preparation and submission of its Bid including, if applicable, costs incurred for interviews or demonstrations.

4.2.5. Communication after Issuance of RFT

4.2.6. Bidders to Review RFT

Bidders shall promptly examine all of the documents comprising this RFT and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing on or before the Bidder's Deadline for Questions to the Town via the on-line Bidding System. No communications are to be directed to anyone other than the Town's Procurement Services Division. The Town is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Bidder to seek clarification from the Town Procurement Services Division via the online Bidding System on any matter it considers to be unclear. The Town shall not be responsible for any misunderstanding on the part of the Bidder concerning the RFT or its process.

4.2.7. All New Information to Bidders by way of Addenda

This RFT may only be amended by an addendum, in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Bidders by addenda. Each addendum shall form an integral part of this RFT.

Such addenda may contain important information including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by the Town.

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

Addendum/Addenda will typically be issued through the Bidding System, Forty-eight (48) Hours prior to Closing Date.

In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Date, it may include an extension of the Closing Date. It is the responsibilities of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://aurora.bidsandtenders.ca> prior to submitting their Bid and up until Bid Closing Date in the event additional addendums are issued.

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

- i) make any required adjustments to their Bid; and
- ii) acknowledge the Addendum/Addenda; and

- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than the Bid Closing Date.

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

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge Addendum/Addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://aurora.bidsandtenders.ca> website and create a separate vendor account.

4.2.8. Post-Deadline Addenda and Extension of Bid Submission Deadline

If any Addendum is issued after the deadline for issuing Addenda, the Town may at its discretion extend the Bid Closing Date for a reasonable amount of time.

4.3 Submission of Bids

4.3.1. Bids Submitted Only in Prescribed Manner

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System, no later than the Closing Date listed within the RFT.

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

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

For the above reasons, the Town recommends that Bidders allow sufficient time to upload their Bid submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date shall be determined by the Town's Bidding System web clock.

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

Late Bids shall not be accepted by the Town's Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFT, or if a Bidder has obtained this RFT from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at aurora.bidsandtenders.ca

Bids submitted in any other manner will be rejected.

4.3.2. Bids Must Be Submitted by Closing Date

Bids must be submitted on or before the RFT Closing Date. Bids submitted after this point in time will be deemed late and rejected.

4.3.3. Amending or Withdrawing Bids Prior to RFT Closing Time and Date

At any time prior to the RFT Closing Time and Date, a Bidder may amend or withdraw a submitted Bid. The right of Bidders to amend or withdraw includes amendments or withdrawals wholly initiated by Bidders and amendments or withdrawals in response to subsequent information provided by Addenda.

The Bidder is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the Addendum/Addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than the Bid Closing Time and Date.

4.3.4. Bids Irrevocable after Bids Submission Deadline

Bids shall remain irrevocable in the form submitted by the Bidder for a period of ninety (90) days running from the moment that the Bid Submission Deadline has lapsed.

Notwithstanding, the Town may at any time request an extension of the aforementioned period of validity and any Bidder may agree to such a request. The Bid of any Bidders that agree to an extension will remain open for acceptance for the agreed period of time. Rejection of an extension request, failure to provide a response to an extension request within a reasonable period of time, request for withdrawal of a Bid or any associated securities shall constitute the withdrawal or expiry of validity of such a Bid upon the expiry of the aforementioned period of validity.

4.3.5. Town May Seek Clarification and Incorporate Response into Bid

The Town reserves the right to seek clarification and supplementary information relating to the clarification from Bidders after the Bid Submission Deadline. The response received by the Town from a Bidder shall, if accepted by the Town, form an integral part of that Bidder's Bid. The Town reserves the right to interview any or all Bidders to obtain information about or clarification of their Bids. In the event that the Town receives information at any stage of the evaluation process which results

in earlier information provided by the Bidder being deemed by the Town to be inaccurate, incomplete or misleading, the Town reserves the right to revisit the Bidder's compliance with the Mandatory Requirements and/or adjust the scoring of Rated Criteria.

4.3.6. Clarification of the Bidder

It is the responsibility of the Bidder to seek clarification of any matter that they consider unclear before submitting a Bid. The Town is not responsible for any misunderstanding of this RFT, including the Contract Documents, on the part of the Bidder. Inquiries regarding this RFT should be asked via the online Bidding System.

Verbal clarifications will not be interpreted to change the terms of this RFT. No employee or agent of the Town is authorized to amend or waive the requirements of the RFT in any way unless the amendment or waiver is signed by the Town's designate in the form of an Addendum. Under no circumstances shall the Bidder rely upon any information or instructions from the Town, its employees, or its agents unless the information or instructions are provided in writing in the form of Addenda issued by the Procurement Services. Neither the Town, its employees, nor its agents shall be responsible for any information or instructions given to the Bidder, with the exception of information or instructions provided in writing by Procurement Services designate as outlined above. Any information or changes to the requirements of this RFT will be sent to each Bidder in the form of an Addendum issued by Procurement Services via the online Bidding System.

4.3.7. RFT Incorporated into Bid

All of the provisions of this RFT are deemed to be accepted by each Bidder and incorporated into each Bidder's Bid.

4.4 Execution of Contract and Notification

4.4.1. Selection of Bidder and Award

The Town anticipates that the Town will select a Bidder within ninety (90) days of the Bid Submission Deadline. Notice of selection by the Town to the selected Bidder will be in writing.

The formal Contract (Form of Contract) shall be prepared by the Town and shall be provided to the recommended Bidder. If the selected Bidder fails to properly sign and deliver such Contract (Form of Contract) in triplicate to the Town or fails to deliver the bonds, proof of insurance, and all other documents required to be delivered to the Town upon execution and delivery of the Contract within a period of ten (10) days thereafter, or if the selected Bidder withdraws the Tender, the Town may, at its sole option, consider such Bidder to have abandoned the Tender made and refused to enter into the Contract and award the Contract to a different Bidder and at its option:

- a) retain the proceeds of the Bid Bond accompanying the Tender as liquidated damages; and
- b) require the Bidder to pay the Town the difference between the Bidder's Tender and any other bid which the Town accepts if the other Tender is for a larger amount and any cost which the Town may incur by reason of recalling this RFT and further the Bidder will indemnify and save harmless the Town, its

THE CORPORATION OF THE TOWN OF AURORA

Director(s), Council members, officers, employees, agents, consultants and partners from and against claims, demands, losses, costs, expenses, damages, actions, suits or proceedings arising from such failure or withdrawal by the undersigned.

The selected Bidder shall execute the Contract in the form attached to this RFT and satisfy any other applicable conditions of this RFT within ten (10) days of notice of selection. This provision is solely to the benefit of the Town and may be waived by the Town at its sole discretion.

A Bidder who submits conditions, options, variations or contingent statements to the terms set out in the Form of Contract, either as part of its tender or after receiving notice of selection, may be rejected.

Bidders are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the RFT.

Consideration for award shall only be undertaken in relation to Bidders who are determined by the Town, in its sole discretion, to be a Responsible Bidder pursuant to the Town's Procurement By-law, and have satisfied all RFT requirements.

All awards are subject to the approval of Council (if applicable) and the availability of funds.

The Town hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever and any applicable Administrative Policies and/or Procedures to:

- (a) Accept a Tender from any one (1) Bidder or from multiple different Bidders;
- (b) Accept a Tender which is not the lowest Tender submission, or reject a Tender that is the lowest Tender even if it is the only Tender received;
- (c) Accept or reject any and all Tenders, in whole or in part;
- (d) Cancel this RFT at any time whatsoever, either before or after the Closing Date and Time;
- (e) Accept the Tender deemed most favourable to the interests of the Town or that may provide the greatest value advantage and benefit to the Town based upon and not limited to:
 - Price;
 - Ability and experience;
 - Quality of Work (guarantees and warranties);
 - Service and service location;
 - Experience;
 - Past performance;
 - Completion history (including extended completion dates); and
 - Qualifications.
- (f) With the exception of "Bid Irregularities" defined in the Town's Procurement By-Law, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Tender Form or Tender submission;

- (g) Reject any Bidder who is involved in litigation with the Town, or with whom there is notice of pending litigation between it and the Town, or has any unresolved claims involving the Town that resulted from previous work by the Bidder for the Town;
- (h) Reject any Bidder who was a Consulting firm involved in preparing or assisting in developing the scope of work and/or specifications for the respective project; or
- (i) Reject any Bidder where the Town is of the view that the award to such Bidder would undermine the business reputation of the Town or undermine the public's confidence in the integrity of the Town's procurement process as a result of the Town having knowledge or information of criminal or quasi-criminal activity (including, without limitation, knowledge or information in relation to existing criminal or quasi-criminal charges or convictions).

4.4.2. Failure to Enter Into Contract

In addition to all of the Town's other remedies, if a selected Bidder fails to execute the Contract or satisfy any other applicable conditions within ten (10) days of notice of selection, the Town may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Bidder and proceed with the selection of another Bidder.

4.4.3. Notification to Other Bidders of Outcome of Procurement Process

Once the successful Bidder and the Town execute the Contract, the other Bidders will be notified of the outcome of the procurement process, including the name of the successful Bidder, and the award to the successful Bidder.

All awards are subject to the approval of Council (if applicable) and the availability of funds.

4.5 Black-out Period, Confidential Information and MFIPPA

4.5.1. Black-out Period

Any communication between Bidders and Council members, Town staff, or Town consultants relating to any solicitation, pending Award or submitted Bids, other than to Town staff in the Procurement Services Division, is prohibited during the period of time from the release of the solicitation up to and including the date that the Contract with the selected Bidder is duly executed and a Purchase Order has been approved by the Procurement Manager. Any such communication in violation of this subsection will entitle the Procurement Manager to disqualify the offending Bidder from consideration for Award.

4.5.2. Lobbying Prohibited

From the time this RFT is released until after the award by the Town, no solicitations or lobbying may be made to any Town staff member, Council member, Town consultant, or to the news media by any director, officer, principal, employee, agent, family relation, or other representative of a Bidder (including any other parties that may be involved in a business relationship with the Bidder) with respect to the merits or value of the Bidder's Bid. Any such communication in violation of this section will entitle the Procurement Manager to disqualify the offending Bidder from

consideration for award. This subsection does not apply to presentations or delegations expressly requested by Town staff or by Council, whether in this RFT or otherwise.

4.5.3. Bidder Not to Communicate With Media

A Bidder may not at any time directly or indirectly communicate with the media in relation to this RFT or any contract awarded pursuant to this RFT without first obtaining the written permission of the Town Contact.

4.5.4. Confidential Information of Town

All information provided by or obtained from the Town in any form in connection with this RFT either before or after the issuance of this RFT: (a) is the sole property of the Town and must be treated as confidential; (b) is not to be used for any purpose other than replying to this RFT and the performance of any subsequent Contract; (c) must not be disclosed without prior written authorization from the Town; and d) shall be returned by the Bidders to the Town immediately upon the request of the Town.

4.5.5. Municipal Freedom of Information and Protection of Privacy Act

The *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, applies to information provided to the Town by a Bidder. A Bidder should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their Bids will, as necessary, be disclosed on a confidential basis, to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of their Bids.

By submitting any personal information requested in this RFP, Bidders are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the personal information relates to an individual assigned by the successful Bidder to provide the deliverables, such information may be used by the Town to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Town.

4.6 Reserved Rights and Governing Law

4.6.1. Reserved Rights of Town

The Town reserves the right to:

- (a) Make public the names of any or all Bidders.
- (b) Request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Bid.
- (c) Assess a Bidder's Bid on the basis of;

- (i) a financial analysis determining the actual cost of the Bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) information received in response to enquiries made by the Town of third parties apart from those disclosed in the Bid;
 - (iv) the Bidder's past performance on previous contracts awarded by the Town;
 - (v) the information provided by a Bidder pursuant to the Town exercising its clarification rights under this RFT process; or
 - (vi) other relevant information that arises during this RFT process;
- (d) Waive formalities and accept Bids which substantially comply with the requirements of this RFT.
 - (e) Verify with any Bidder or with a third party any information set out in a Bid.
 - (f) Check references other than those provided by any Bidder.
 - (g) Disqualify any Bidder whose bid contains misrepresentations or any other inaccurate or misleading information.
 - (h) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFT.
 - (i) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT.
 - (j) Select any Bidder other than the Bidder whose bid reflects the lowest price to the Town or the highest score.
 - (k) Cancel this RFT process at any stage.
 - (l) Cancel this RFT process at any stage and issue a new RFT for the same or similar Work.
 - (m) Accept any Bid in whole or in part.
 - (n) Reject any or all Bids

The above reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Town shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Town exercising any of its express or implied rights under this RFT.

By submitting its Bid, the Bidder authorizes the collection by the Town of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

4.7 Standard Specifications

The Ontario Provincial Standard Specifications (OPSS) and the Town of Aurora Specifications, as stated at the time of RFT issuance by the Town, shall govern the Work covered under this Contract except as noted in the Special Provisions. All Contractors proposing to bid on this Contract will be required to obtain their own copies of the current Specifications in effect for this Contract. Town Specifications where they exist shall prevail over the OPSS.

4.8 Contract Price

The Contract Price shall be the final sum of:

- i) the products of the actual quantities of unit price items that are incorporated in the Work and completed, as confirmed by count and measurement by the Town, and the applicable unit prices in the SCHEDULE “A”; and
- ii) the lump sum prices in the SCHEDULE “A” – Rate Bid Form for lump sum items that are incorporated in the Work and completed.

4.9 Taxes and Duties

The Bid prices shall include excise taxes in force for the duration of the Contract, and EXCLUDE the Harmonized Sales Tax (HST).

4.10 Irregularities or Unbalanced Tenders

Tenders which are late, incomplete, conditional or that contain additions not called for, reservations, conditions or irregularities of any kind, may be rejected as non-compliant.

Tenders that contain prices which are so unbalanced as will adversely affect the interests of the Town may be rejected.

If a Bidder has failed to enter a price for an item of Work set out in Schedule “A”, such Bidder shall, unless specifically stated otherwise in the Tender, be deemed to have allowed elsewhere in Schedule “A” for the cost of carrying out the said item of Work. Unless otherwise agreed to by the Town in writing, no increase shall be made in the Total Bid Price on account of such omission.

4.11 Waiver of Claim and Limitation

By submitting a Tender, the Bidder acknowledges the Town’s rights under this section and absolutely waives any right or cause of action against the Town and its Consultants by reason of the Town’s failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.

4.12 Limitation of Claim

Without limiting the generality of the foregoing, the Bidder, by submitting a Tender, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Tender in relation to all matters relating to, or resulting from, this RFT or Contract A or in respect of the competitive Bidding process, and the Bidder, by submitting a Tender, waives any claim for loss of profits if the Contract is not awarded to the Bidder for any reason whatsoever.

4.13 Workplace Safety & Insurance Board (WSIB) & Government Sales Tax

The Contractor shall adhere to Workplace Safety & Insurance Board and the Government Sales Tax requirements.

[End of Part 4]

PART 5: GENERAL CONDITIONS

5.1 Documents

- The Form of Contract shall be signed by the Town and the Contractor.
- The Contract Documents are complementary and what is required by any one shall be as binding as if required by all.
- The intent of the Contract Documents is to include the labour, Products, services and construction machinery and equipment necessary for the performance of the Work in accordance with the Contract Documents. Without extra charge, the Contractor shall supply products and construction machinery and equipment and perform the Work and services consistent with, covered by or properly inferable from the Contract Documents, as determined by the Director.

5.2 Order of Precedence

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:

- a) Form of Contract;
- b) Executed amendments to specific parts of the Contract Documents between the Town and the Contractor;
- c) Addenda;
- d) Special Provisions;
- e) General Conditions;
- f) Information and Instructions to Bidders;
- g) Standard Specifications (OPSS);
- h) Standard Drawings (Town of Aurora);
- i) Standard Drawings (OPSD);
- j) Contract Drawings;
 - i) figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing;
 - ii) drawings of larger scale shall govern over those of smaller scale of the same date; and
- k) Form of Tender.

5.2.1 Notwithstanding the foregoing, documents of later date shall always govern.

5.2.2 The Contractor shall keep one (1) copy of current Contract Documents and shop drawings at the Place of the Work in good order and available to the Town, Consultant, if any, and their respective representatives.

5.2.3 Drawings, specifications, models and copies thereof furnished by the Town are and shall remain its property with the exception of the signed contract sets belonging to each party to the Contract. Such documents and models are to be used only with respect to the Work and are not to be used on other work. Such documents and models are not to be copied or devised in any manner without the written

authorization of the Town.

5.2.4 If the Contractor has any doubt as to the meaning or intent of the Contract Documents, it shall at once notify the Town and the Consultant, if any.

5.3 Consultant

5.3.1 It is agreed by the Contractor that the Town may appoint from time to time such person, firm or corporation (the "Consultant") as the Town may deem proper to visit the site to familiarize itself with the material to be furnished and the progress and quality of Work. The Contractor shall furnish all reasonable aid and assistance required by the Town and the Consultant, if any, for the observation of the material and the Work and all parts of the same, free of cost to the Town, including all facilities and test samples.

5.3.2 The Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required for the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Consultant will not be responsible for or have control or charge over the acts or omissions of the Contractor, its Sub-Contractors or their respective agents, employees or other persons performing any of the Work.

5.3.3 If, through the omission, default, neglect or delay or other cause on the part of the Contractor, more visits of the Work by the Consultant or the Town are rendered necessary than are reasonably required, the Town may in every case charge such time for extra visits to the Contractor at the actual cost thereof and travelling expenses, which costs and expenses shall be payable by the Contractor on demand.

5.3.4 If a Consultant has been appointed by the Town, the Consultant will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor.

5.3.5 Claims, disputes and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents shall be referred initially to the Consultant, if any, in writing for decision.

5.3.6 The Consultant will have authority to reject work which in the opinion of the Consultant does not conform to the requirements of the Contract Documents. Whenever the Consultant considers it necessary or advisable, it will have authority to require special inspection or testing of work whether or not such work be then fabricated, installed or completed.

5.4 Delays

5.4.1 The Contractor shall not have any claim for compensation or damages against the Town for any stoppage or delay from any cause whatever.

5.4.2 Should a stoppage or delay be caused by or result from the action or neglect of any Other Contractor, or be caused by or result from the Work being taken out of the hands of any Other Contractor by the Town under the provisions of any contract made with such Other Contractor, the Town may give notice in writing to the Contractor to stop the Work.

5.4.3 Should the amount authorized for the Work be at any time expended prior to the

completion of the Work, the Contractor may, on receiving a notice in writing from the Town to such effect, stop the Work; but in any case the Contractor shall not be entitled to any further payment for work done after the service of the notice above referred to until the additional necessary funds shall have been further authorized, nor shall the Contractor have any claim for compensation or damages for the said suspensions of payment or cancellation of the remaining Work.

- 5.4.4** The Town may stop any portion of the Work if for any reason the requisite approvals from any applicable governmental or municipal authority are not available.
- 5.4.5** The Town or the Consultant may stop any portion of the Work if, in its judgment, the weather is such as to prevent the same from being properly done.
- 5.4.6** Upon written notice from the Town or the Consultant, the Contractor shall discontinue or delay any or all work of base, foundation or paving construction on any section of the road if, in the opinion of the Town, the foundation is not sufficiently compacted or settled for surfacing of the work in question and the work shall not be resumed until the Town shall in writing so direct.
- 5.4.7** When the Work under the Contract is discontinued for any reason by or with the written consent of the Town and will not be resumed until the following working season or for any extended period, when directed by the Town, the Contractor shall open and place the roadway in a passable, safe and satisfactory condition for public travel and the roadway shall not again be closed to traffic or traffic thereon obstructed without written authority of the Town.

5.5 Extension of Contract Term

- 5.5.1** An extension of the Contract Time may be granted by the Town as the result of delays caused by:
 - (a) unusual delay by common carriers;
 - (b) abnormal inclement weather;
 - (c) general strikes;
 - (d) work stoppages pursuant to GENERAL CONDITION 5.4 – DELAYS
 - (e) Changes in the Work pursuant to GENERAL CONDITION 5.11 - CHANGES IN THE WORK; and
 - (f) any other cause beyond the Contractor's reasonable control (other than financial incapacity).
- 5.5.2** Such extension of Contract Term may be for such time as the Town may set and the Town shall fix the terms on which said extension may be granted, which terms may include a charge for engineering and other expenses actually incurred by the Town during the time covered by said extension.
- 5.5.3** Such extension of Contract Term shall be deemed to be in full compensation for any loss or injury sustained by the Contractor by reason of any delay caused as aforesaid and the Contract shall not be invalidated by the granting of such extension.
- 5.5.4** Application for an extension of Contract Time as herein provided shall be made by the Contractor to the Town not later than two (2) days following the commencement of the delay and at least fifteen (15) days prior to the date of completion fixed by the Contract. The date of expiry of all bonds or other security furnished to the Town by the Contractor shall be extended, at the expense of the Contractor, to at least two (2) months beyond the extended date of completion and the Contractor shall provide

to the Town evidence satisfactory to the Town of such extension of the date of expiry.

5.5.5 For the purposes of this section (EXTENSION OF CONTRACT TERM), a delay caused by abnormal inclement weather means, as determined by the Town or, if a Consultant has been appointed, by the Consultant, the Contractor is prevented by inclement weather or other conditions resulting immediately therefrom for at least five (5) hours in a Working Day from proceeding with at least sixty percent (60%) of the normal labour and equipment force engaged on any component of the Work which, if delayed, will delay the completion of the Work as determined by the Town or, if a Consultant has been appointed, by the Consultant.

The Town shall grant a one (1) Working Day extension of the Contract Time for each day of delay caused by abnormal inclement weather. The Town may furnish to the Contractor a weekly statement showing the number of days lost due to delay caused by abnormal inclement weather in the preceding week, the number of Working Days by which the Contract Time is extended by reason of delay caused by abnormal inclement weather and the number of Working Days remaining to complete the Contract. The Contractor will be allowed one (1) week in which to file a written protest setting forth in what respect the weekly statement is incorrect, otherwise the Contractor shall be deemed to have accepted the statement and to have made an application for extension of the Contract Time in accordance with such weekly statement.

5.6 Town's Right to Perform Work or Stop the Work or Terminate Contract

5.6.1 If the Contractor should be bankrupt or insolvent or makes a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed because of its insolvency or if the Contractor transfers, assigns or otherwise disposes of its interest in the Contract or any part thereof without the written authority of the Town or if the Contractor ceases the Work for a period of thirty (30) days or more (other than for delays for which an extension of Contract Time is granted by the Town pursuant to GENERAL CONDITION - EXTENSION OF CONTRACT TIME) or if the Contractor fails to comply immediately with a direction of the Town under GENERAL CONDITION OCCUPATIONAL HEALTH AND SAFETY ACT, ENVIRONMENTAL PROTECTION ACT, ONTARIO WATER RESOURCES ACT AND FISHERIES ACT, the Town, without prejudice to any other right or remedy it may have, may by giving the Contractor or receiver or trustee in bankruptcy written notice:

- (a) terminate the Contract; or
- (b) take all or any part of the Work out of the Contractor's hands and may employ such means as it may see fit to complete the Work and may deduct the costs thereof from any payment due to the Contractor and in the event the costs thereof exceed the sum payable to the Contractor if the same had been completed by the Contractor, the Contractor shall pay such excess amount to the Town forthwith upon notice from the Town.

5.6.2 If the Contractor should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract, of which the Director shall be the sole judge, the Town may notify the Contractor in writing that it is in default of its contractual obligations and instruct it to correct the default in the five (5) Working Days immediately following the receipt of such notice or, where immediate action is required, in such lesser time as specified in the notice.

- 5.6.3** If the correction of the default cannot be completed in the five (5) Working Days specified or the lesser time specified where immediate action is required, the Contractor shall be in compliance with the Town's instructions if it:
- (a) commences the correction of the default within the specified time; and
 - (b) provides the Town with a schedule acceptable to the Town for such correction; and
 - (c) completes the correction in accordance with such schedule.
- 5.6.4** If the Contractor fails to correct the default in the time specified, the Town, without prejudice to any other right or remedy it may have, may:
- (a) correct such default and charge the cost thereof to the Contractor; or
 - (b) terminate the Contractor's right to continue with the Work in whole or in part; or
 - (c) terminate the Contract.
- 5.6.5** If the Town terminates the Contractor's right to continue with the Work or terminates the Contract, the Town shall be entitled to:
- (a) take possession of the premises and Products, utilize the construction machinery and equipment and finish the Work by whatever method it may see fit; and
 - (b) withhold further payments to the Contractor until the Work is finished; and
 - (c) charge the Contractor the amount by which the full cost of finishing the Work as certified by the Director, including compensation to the Consultant for its additional services and a reasonable allowance as determined by the Director to cover the cost of corrections to work performed by the Contractor that may be required under the warranty period, maintenance and deficiency holdbacks exceeding the unpaid balance of the Contract Price; however, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, the Town shall pay the Contractor the difference; and
 - (d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections to its work under the warranty period, maintenance and deficiency holdbacks, exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, the Town shall pay the Contractor the difference.
- 5.6.6** The Contractor acknowledges that the performance of the Work may require the following:
- (a) approval of the local Conservation Authority and the Ministry of Natural Resources in respect of watercourses;
 - (b) approval of the Ministry of Natural Resources in respect of its authority under the *Fisheries Act*;
 - (c) approval of the applicable railways in respect of rail crossings at grade or grade separations;
 - (d) approval of the Ministry of Transportation;
 - (e) approval of the Ministry of Labour in respect of any new equipment specified by the Town;
 - (f) approval of other governmental or municipal authorities or utilities; and

(g) land acquisitions, easements or utility relocations.

If at any time any one or more of the requirements have not been satisfied, the Town, at its option, may terminate the Contract by notice to the Contractor to such effect and the Contractor shall be entitled to be paid for the Work performed to the date of service of the notice terminating the Contract, as determined by the Director. In no event will the Contractor be entitled to claim any amount for profit or loss sustained or any other damages as a result of the termination of the Contract.

5.6.7 The Contractor's obligation under the Contract as to quality, correction and warranty of the work performed by it up to the time of termination shall continue in force after such termination.

5.6.8 Notwithstanding any other rights, the Town may, in its sole and absolute discretion, for any reason whatsoever or for no reason, terminate the Contract, or any portion thereof, at any time by providing thirty (30) days' notice in writing to the Contractor. Upon receipt of such termination notice, the Contractor shall perform no further services other than those reasonably necessary to close out its services or as otherwise instructed by the Town.

5.7 Disputes

5.7.1 Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, other than a failure to agree on the method of valuation, measurement and change in the Contract Price pursuant to GENERAL CONDITION VALUATION AND CERTIFICATION OF CHANGES IN THE WORK, paragraph 5.11.2, which are not resolved in the first instance by decision of the Town or the Consultant pursuant to the provisions of GENERAL CONDITION - CONSULTANT, paragraphs 5.3.4 and 5.3.5, if applicable, shall be settled in accordance with this General Condition.

5.7.2 The Contractor shall give oral notice of any dispute immediately upon becoming aware of the situation giving rise to such dispute.

5.7.3 The Contractor will provide written notice of any dispute within seven (7) days after the commencement of the work giving rise to the dispute. Such notice shall include particulars of the matter in dispute, the extent and value of the claim and the relevant provisions of the Contract Documents.

5.7.4 If so directed by the Town, the Contractor will continue to perform the Work in accordance with the instructions of the Town or the Consultant, if any.

5.7.5 The Contractor shall submit to the Town a detailed statement of its claims not later than thirty (30) days after completion of the Work which is the subject of the dispute, identifying the item or items in respect of which the dispute has arisen, the grounds upon which a claim is made and all records substantiating such claim.

5.7.6 The Contractor shall promptly submit, at the request of the Town, such further and other information and documentation as the Town considers necessary to assess the claim.

5.7.7 If the Contractor fails to comply with the provisions for notices and claims within the times stipulated in respect of any dispute, the Contractor will not be entitled to proceed with any claim in respect of such dispute.

5.7.8 If the Contractor has complied with all of the provisions of this General Condition and the Town and the Contractor cannot resolve the dispute, the dispute shall be determined by the appropriate judicial tribunal.

5.8 Assignment

The work to be performed under the Contract, or any part thereof, or any monies payable under the Contract shall not be transferred, assigned or otherwise disposed of by the Contractor without the written authority of the Town. It is further agreed that the said written authority shall not, under any circumstances, relieve the Contractor of its liabilities and obligations under the Contract. For the purposes of the Contract, an assignment shall include any transfer in the majority of ownership or controlling interest in the Contractor, whether through the sale of shares, direct acquisition of assets, or otherwise.

5.9 Other Contractors

5.9.1 The Town reserves the right to enter the property on which the Work is located by such agents or Other Contractors as it may elect for the purpose of constructing or installing collateral work as the Town may see fit.

5.9.2 The Contractor shall co-ordinate the Work of the Contract with the work of Other Contractors and connect to such work as specified or shown in the Contract Documents.

5.9.3 The Contractor shall report to the Town and the Consultant, if any, any apparent deficiencies in Other Contractors' work which would affect the Work of the Contract immediately when they come to its attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Town by reason of the deficiencies of Other Contractors' work.

5.9.4 The Contractor hereby agrees not to interfere with or prevent the performance of such collateral work by the agents or Other Contractors of the Town or to claim any extra compensation or damages by reason of delays or hindrances which may be caused by the construction or installation of such collateral works.

5.9.5 Entry by the Town, its agents or Other Contractors does not constitute acceptance of the Work and does not relieve the Contractor of its responsibility to complete the Contract.

5.9.6 The placing, installation and connection of collateral work by the Town, its agents or Other Contractors on and to the Contractor's Work does not relieve the Contractor of its responsibilities under the Contract including any warranties.

5.10 Sub-contractors

- 5.10.1** The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to Work to be performed under subcontract and to:
- (a) enter into contracts or written agreements with its Sub-Contractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and
 - (b) be as fully responsible to the Town for acts and omissions of its Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by it.

The Contractor therefore agrees that it will incorporate the terms and conditions of the Contract Documents into all subcontract agreements it enters into with its Sub-

Contractors.

- 5.10.2 Nothing contained in the Contract Documents shall create a contractual relationship between a Sub-Contractor and the Town.
- 5.10.3 The Contractor shall include under this contract in the Form of Tender, an allowance for the administrative work involved in the co-ordination of the Bidder's Sub-Contractor(s) and shall be responsible for the final structural and operative condition of these works.
- 5.10.4 The Contractor agrees to be responsible for payment of any employees or Sub-Contractors engaged, and when requested, shall furnish evidence to the satisfaction of the Town that such amounts have been paid in full. The Town shall have the right to withhold payment of such sum or sums of money due to the Contractor that would be sufficient to cover any default in this regard.
- 5.10.5 The Town reserves the right to approve all proposed Sub-Contractors and where the Town objects to the use of any proposed Sub-Contractor the Bidder shall use another Sub-Contractor deemed to be acceptable to the Town in its sole discretion. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract award shall be subject to the approval of the Town, in its sole discretion. The Contractor may be required to produce a schedule of references for all or any proposed Sub-Contractors. The Contractor shall only use those Sub-Contractors approved by the Town and shall be held fully responsible to the Town for the acts and omissions of its Sub-Contractors.

5.11 Changes in the Work

- 5.11.1 The Town, without invalidating the Contract, may make Changes in the Work with the Contract Price and Contract Time being adjusted accordingly by written order in the form prescribed by the Town.
- 5.11.2 No Changes in the Work shall be proceeded without a written order in the form prescribed by the Town and signed by the Town and no claim for a change in the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agree to be valued as provided in GENERAL CONDITION - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.

5.12 Valuation and Certification of Changes in the Work

- 5.12.1 When a Change in the Work is proposed or required, the Contractor shall present to the Town and the Consultant for approval its claim for a change in the Contract Price and change in Contract Time with appropriate documentation in a form acceptable to the Town and the Consultant, if any. The Town or the Consultant, if any, will satisfy itself as to the correctness of such claim and, when approved by the Town, a change order shall be issued to the Contractor amending the Contract Price and Contract Time as appropriate.
- 5.12.2 If the type of work involved in a Change in the Work is included in the items contained in the Schedule of Items and Unit Prices it shall be performed on the same payment basis as the original work or, if applicable under SPECIAL PROVISION – TIME & MATERIAL, pursuant to that provision and the applicable rates.
- 5.12.3 If the type of work involved in a Change in the Work is not included in the items contained in the Schedule of Items and Unit Prices and the Town and the Contractor

fail to agree on the method of valuation, measurement and change in the Contract Price:

- (a) the Town may require that the Change in the Work be performed on a time and materials basis pursuant to GENERAL CONDITION 5.12.4 below; or
- (b) the Town in the first instance may determine the method of valuation, measurement and change in the Contract Price and shall issue a written order for the change and the Contractor shall perform the Change in the Work as so ordered; final determination of the method of valuation, measurement and change in the Contract Price will be determined by the appropriate judicial tribunal and pending such final determination the Director will make progress estimates of the value of the Work performed in accordance with the method of valuation, measurement and change in the Contract Price determined by the Town; or
- (c) the method of valuation, measurement and change in the Contract Price will be determined by the appropriate judicial tribunal.

5.12.4 If the Town requires that the Change in the Work be performed on a time and materials basis pursuant to GENERAL CONDITION 5.12.3(a) above, the following provisions of this GENERAL CONDITION shall apply:

- (a) For the purposes of this GENERAL CONDITION 5.12.4:

"Cost of Labour" means the amount of wages, salary and Payroll Burden paid or incurred directly by the Contractor to the extent actively and necessarily engaged in carrying out the Change in the Work based on the recorded time and hourly rates of pay for labour, but shall not include any payment or costs incurred for general supervision, administration or management time spent on carrying out the Change in the Work or any wages, salary or Payroll Burden for which the Contractor is compensated by any payment made by the Town for equipment. The Contractor shall be compensated for the Cost of Labour as follows:

- i) The Contractor shall be compensated for the Cost of Labour for any work performed on a time and material basis at the agreed upon hourly rates of pay for labour.
- ii) The Contractor shall be entitled to increase the total Cost of Labour for any work performed on a time and material basis by the agreed upon percentage for labour profit and overhead.

The Cost of Labour as described in GENERAL CONDITION 5.12.4(a) i) and ii) shall be considered full payment for the Cost of Labour for all Changes in the Work performed on a time and material basis. The Contractor shall not make any claim for any additional compensation for the Cost of Labour.

"Cost of Equipment" means the amount of wages, and Payroll Burden paid or incurred directly by the Contractor to the extent actively and necessarily engaged in carrying out the Change in the Work based on the recorded time and the agreed upon hourly rates of pay for equipment.

The Contractor shall be compensated for the Cost of Equipment as follows:

- iii) The Contractor shall be compensated for the Cost of Equipment for any

work performed on a time and material basis at the agreed upon hourly rates of pay for equipment.

- iv) The Contractor shall be entitled to increase the total Cost of Equipment for any work performed on a time and material basis by the agreed upon percentage for equipment profit and overhead.

The Cost of Equipment as described in GENERAL CONDITION 5.12.4(a) iii) and iv) shall be considered full payment for the Cost of Equipment for all Changes in the Work performed on a time and material basis. The Contractor shall not make any claim for any additional compensation for the Cost of Equipment.

"Cost of Material" means the cost of material purchased by the Contractor to carry out the Change in the Work as shown by itemized invoices and the cost of material from the Contractor's stock used to carry out the Change in the Work, valued at current prices.

The Contractor shall be entitled to increase the total Cost of Material for any work performed on a time and material basis by the agreed upon percentage for materials profit and overhead.

- (b) Work performed on a time and materials basis shall be subject to all the terms, conditions, specifications and provisions of the Contract.
- (c) Daily work records prepared by the Town or the Consultant, if any, and reporting the labour and equipment employed and the material used to perform the Change in the Work shall be reconciled and signed by the Contractor's representative each day.
- (d) Except where there is agreement to the contrary prior to the commencement of the Change in the Work, the compensation as herein provided shall be accepted by the Contractor as compensation in full for all costs and expenses arising out of the Change in the Work and no other payment or allowances will be made in respect of such Change in the Work.
- (e) When equipment is transported to or from the site of the Work solely for the purpose of carrying out the Change in the Work, payment will be made by the Town only in respect to the transporting units. When equipment is moved under its own power it shall be deemed to be working. The method of moving the equipment and the rates shall be subject to the approval of the Town.
- (f) Where the Contractor arranges for the Change in the Work to be carried out by Sub- Contractors and has received approval prior to the commencement of such work, the Town will pay the Contractor the cost of the work on a time and materials basis as herein provided. No further mark-up will be paid regardless of the number of times the work has been assigned or sublet and no mark-up will be paid to any associate or affiliate as defined by the Securities Act, R.S.O. 1990, c. S.5, as amended.
- (g) Notwithstanding any other provision of this GENERAL CONDITION 5.12.4, no payment shall be made to the Contractor for or in respect of hand tools or equipment that are tools of the trade.
- (h) Each month, the Contractor may submit an invoice to the Town covering work performed to carry out the Change in the Work during the preceding month

and to the extent that the work covered by the invoice can be verified by the Town, the invoice will be processed by the Town for payment.

- (i) The final invoice shall be submitted by the Contractor within thirty (30) days after the completion of the Change in the Work.
- (j) Separate invoices shall be submitted in triplicate for each Change in the Work. Each invoice shall include the requisition number and covering dates of the work and shall itemize separately, labour, materials and equipment and submitted with the invoice shall be invoices for materials.
- (k) The Town may approve for payment other reasonable and appropriate charges for food, lodging and similar items.

5.13 Certificates and Payments

5.13.1 A progress estimate in writing will be made by the Contractor once a month of the amount of work done and material furnished and of the value thereof according to the terms of the Contract. No such progress estimate or amount or quantity shall be required to be made by strict measurement or with exactness, but may be approximate only.

5.13.2 Based upon the progress estimate and provided that no notice of a lien under applicable lien legislation has been received by the Town, the Town shall make payment to the Contractor.

5.13.3 Upon application of the Contractor and where the Town or, if a Consultant has been appointed, the Consultant, finds that Substantial Performance of the Work has been reached, the Town or the Consultant, as the case may be, will issue a "Certificate of Substantial Performance" of the Work. The date of Substantial Performance of the Work shall be as stated in the certificate. Subject to the provisions of GENERAL CONDITION – WORKPLACE SAFETY & INSURANCE and provided that no notice of a lien under applicable lien legislation has been received by the Town, the Town will make payment to the Contractor. The Contractor, at its expense, shall cause the "Certificate of Substantial Performance" of the Work to be published in a construction trade paper and shall provide proof of publication to the Town.

5.13.4 As soon as practicable following the issuance of the "Certificate of Substantial Performance" of the Work, the Town will issue a certificate for payment of statutory holdback monies. The statutory holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the statutory limitation period stipulated in the lien legislation applicable to the Place of the Work providing that no notice of lien under applicable lien legislation has been received by the Town and that the Contractor has submitted to the Town:

- (a) a sworn statement that all accounts for labour, subcontracts, Products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Town might in any way be held responsible have been paid in full except statutory holdback monies properly retained;
- (b) a release by the Contractor in a form satisfactory to the Town releasing the Town from all further claims relating to the Contract except for claims for work performed after the date of Substantial Performance of the Work and claims

pursuant to GENERAL CONDITION - DISPUTES made prior to Substantial Performance of the Work and still unsettled; and

- (c) satisfactory evidence of compliance by the Contractor and its Sub-Contractors with the Workplace Safety & Insurance Board requirements.

Release of the statutory holdback shall not relieve the Contractor or its surety from any obligations hereunder.

5.13.5 Upon application of the Contractor and where the Town or, if a Consultant has been appointed, the Consultant finds that Total Performance of the Work has been reached, the Town or the Consultant, as the case may be, will issue a certificate of Total Performance of the Work and certify for payment the remaining monies due to the Contractor under the Contract less holdback monies which are required to be retained by statute or are otherwise held back pursuant to the Contract Documents. The date of Total Performance of the Work shall be as stated in the certificate. Subject to the provisions of GENERAL CONDITION – WORKPLACE SAFETY & INSURANCE, paragraph 5.17.1 and provided that no notice of lien under applicable lien legislation has been received by the Town, the Town shall make payment to the Contractor.

5.13.6 The release of the remaining statutory holdback monies shall become due and payable on the day following the expiration of the statutory limitation period stipulated in the lien legislation applicable to the Place of the Work providing that no notice of lien under applicable lien legislation has been received by the Town and that the Contractor has submitted to the Town:

- (a) a sworn statement that all accounts for labour, subcontracts, Products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the performance of the Work and for which the Town might in any way be held responsible have been paid in full except statutory holdback monies properly retained;
- (b) a release by the Contractor in form satisfactory to the Town releasing the Town from all further claims except claims pursuant to GENERAL CONDITION - DISPUTES made prior to Total Performance of the Work and still unsettled; and
- (c) satisfactory evidence of compliance by the Contractor and its Sub-Contractors with workplace safety & insurance requirements.

Release of the statutory holdback shall not relieve the Contractor or its surety from any obligations hereunder.

5.13.7 No payment made by the Town under the Contract or partial or entire use or occupancy of the Work by the Town shall constitute an acceptance of Work or Products which are not in accordance with the requirements of the Contract Documents.

5.13.8 All certificates issued by the Town shall be to the best of its knowledge, INSTRUCTIONS and belief. By issuing any certificate the Town does not confirm the correctness or completeness of the Work.

5.13.9 As of the date of the final certificate for payment as set out in the certificate of Total Performance of the Work, the Contractor expressly waives and releases the Town

from all claims against the Town including without limitation those that might arise from the negligence or breach of contract by the Town except those made pursuant to GENERAL CONDITION - DISPUTES prior to the Contractor's final application for payment and still unsettled.

5.13.10 Notwithstanding GENERAL CONDITION - DOCUMENTS, in the event of conflict between the provisions of this General Condition RIGHTS AND REMEDIES paragraph (a), the provisions of this General Condition shall govern.

5.13.11 The Contractor shall not be entitled to claim, demand or receive any interest upon any payments on account of delay in approval by the Director or the Town.

5.13.12 Subject to Part IV of the Construction Lien Act, all monies payable to the Town by the Contractor under any stipulation herein may be retained out of any monies due or which may become due from the Town to the Contractor under the Contract or any other contract with the Town, or otherwise howsoever, or may be recovered from the Contractor or its sureties, or any or either of them, as a debt due to the Town; and the Director shall have full power to withhold any estimate or certificate if circumstances arise which may indicate to it the advisability of so doing, though the sum to be retained may be unascertained.

5.13.13 Prior to final payment hereunder and before issuance of the final certificate therefore, the following conditions shall have been met:

- (a) the guarantees required in the specifications shall have been received by the Consultant, if any, and the Town;
- (b) manufacturers' guarantees covering rated output, efficiency and performance for all operating equipment forming part of the Work shall have been received by the Consultant and the Town;
- (c) complete operating and maintenance instructions for equipment and apparatus furnished under the Contract and all record drawings as required by the specifications forming part of the Work shall have been received by the Consultant and the Town;
- (d) the completion of all Work including, without limitation, patching and the furnishing of missing material, and acceptance thereof by the Town;
- (e) where applicable, the Town shall have received:
 - i) all Contractor's record drawings, as built drawings, records and related data;
 - ii) all permits, licenses, approvals, certificates and authorizations required by any authority having jurisdiction over the Work or the Place of the Work; and
 - iii) proof that all claims, including taxes, arising from or in respect of the Work and any liens arising from the same which shall have been claimed, filed or recorded have been finally and conclusively satisfied and released;
 - iv) all of which shall be in form and substance satisfactory to the Town; and
- (f) the Town shall have received a certificate of the Contractor addressed to the Town certifying that the Work has been completed in accordance with the Contract Documents.

5.13.14 In the event that any portion of the Work is defective or is not performed in accordance with the Contract Documents, the Town may retain as a holdback an amount equal to twice the estimated cost which the Town, or if a Consultant has been appointed, the Consultant, estimates will be incurred to correct the Work until the Work has been corrected to the satisfaction of the Town.

5.14 Taxes and Duties

5.14.2 The Contractor shall pay the government sales taxes, customs duties and excise taxes with respect to the Contract.

5.14.3 Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the Contractor will apply for such exemption or refunds to the appropriate taxing authority and shall immediately submit to the Town a statement of exemption or refunds claimed and benefits received and in any event prior to Substantial Performance of the Work.

5.14.4 The Town reserves the right to make deductions from progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be set off from payments to the Contractor pending receipt of a statement of benefits resulting from a decrease in tax costs at which time a final adjustment will be made.

5.14.5 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Tender, which were not anticipated at the time of tendering, shall increase or decrease the Contract Price accordingly provided that a claim for increase in costs shall be submitted prior to Substantial Performance of the Work.

5.14.6 The Town agrees to pay to the Contractor the Harmonized Sales Tax in the manner provided by the provisions of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended. The Contractor agrees to provide the Town with all information and other assistance necessary to enable the Town to obtain any input tax credit to which it may be entitled and if the Contractor does not do so, the Town may withhold amounts otherwise due as payment.

5.14.7 Subject to GENERAL CONDITION 5.14.5 above, the Town shall pay to the Contractor amounts owing in respect of the Harmonized Sales Tax on the earlier of:

- (a) the day on which payment is made; and
- (b) the last day of the calendar month immediately after the month in which Substantial Performance of the Work was attained.

However, no Harmonized Sales Tax is payable in respect of any holdback amount until the earlier of:

- (c) the date upon which the holdback becomes due; and
- (d) the date upon which it is paid.

5.14.8 Taxes will be applied to the prices submitted as specified in the relevant sections of the Tender document or in the Schedule of Items and Unit Prices provided in the Tender.

This section applies notwithstanding anything to the contrary in the Contract Documents.

5.15 Laws, Notices, Permits and Fees

- 5.15.2 The laws of the Place of the Work shall govern the Work.
- 5.15.3 The Contractor shall, and shall ensure that it's Sub-Contractors, obtain the permits, licenses and certificates and pay the fees required for the performance of the Work which are in force at the date of bid closing, but this shall not include the obtaining of permanent easements or rights of servitude.
- 5.15.4 The Contractor shall give the required notices and comply with and enforce the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health and the environment and to construction safety.
- 5.15.5 The Contractor shall review the Contract Documents. If it comes to the Contractor's attention that the Contract Documents are not in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work or require modification by the authorities having jurisdiction, the Contractor shall notify the Town and the Consultant, if any, in writing requesting direction immediately upon the requirement for such variance or change becoming known to the Contractor.
- 5.15.6 If the Contractor fails to notify the Town and the Consultant, if any, in writing and obtain its direction as required in GENERAL CONDITION 5.15.4 above and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, the Contractor shall be responsible for and shall correct the violations thereof and shall bear the costs, expense and damages attributable to its failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.
- 5.15.7 The Contractor will be responsible for removal and disposition of all excavated material including all necessary approvals, consents and permits.
- 5.15.8 In addition to any other obligation of the Contractor hereunder:
 - (a) the handling and storage of explosives will be carried out in accordance with the regulations issued by the Explosives Division of the Federal Department of Mines and Resources; and
 - (b) work in tunnels or open caissons will be carried out in accordance with the regulations issued pursuant to the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended.

5.16 Patent Fees

The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract. It shall hold the Town harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the Contractor or anyone for whose acts it may be liable.

5.17 Workplace Safety & Insurance BOARD COMPLIANCE

- 5.17.1 Within ten (10) days after award of the Contract and prior to commencing the Work and prior to receiving payment on Substantial Performance of the Work and Total Performance of the Work or any holdbacks retained, the Contractor shall provide evidence of compliance with the requirements of the province of Ontario with respect

to the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A, as amended (the "WSIA") and the Workplace Safety & Insurance Board, including payments due thereunder.

5.17.2 At any time during the term of the Contract, when requested by the Town, the Contractor shall provide such evidence of compliance by itself and its Sub-Contractors.

5.17.3 If the Contractor at any time fails to pay any assessment or compensation required to be paid with respect to the *WSIA* and the Workplace Safety & Insurance Board, the Town may pay such assessment or compensation and charge the cost thereof to the Contractor.

5.17.4 The Contractor hereby indicates that s/he understands and agrees that S/HE/IT IS NOT, nor is anyone hired by the Contractor, covered by the Town under the *WSIA*. The Contractor shall be responsible for, and shall pay all dues and assessments payable under the *WSIA*, the *Employment Insurance Act*, S.C. 1996, c. 23, as amended, or any other Act, whether Provincial or Federal, in respect of itself, its employees and operations.

5.17.5 The Contractor agrees that information on coverage under the *WSIA* can be obtained directly from the Workplace Safety & Insurance Board.

5.18 Indemnification and Claims Handling

5.18.1 The Contractor covenants and agrees that the Contractor will from time to time and at all times hereafter well and truly save, defend, and keep harmless and fully indemnify the Town, its officers, employees, servants, and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Town, its officers, employees, servants, and agents, or any of them, and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Town, its officers, employees, servants and agents, or any of them, by reason or on account or in consequence of the execution and performance or maintenance of the said Work and/or the non-execution, or imperfect execution of the Work, and/or the condition of the job site, adjoining lands and highways used in connection with the performance of the Work, and/or the supply or non-supply of plant and material for the Work, and/or any act or omission of the Contractor or its agent, any Sub-Contractor, employee, worker or other person for who the Contractor is in law responsible, and will pay to the Town and to each such officer, employee, servant or agent on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Town or by any of its officers, employees, servants and agents in consequence of any such action, suit, lien, execution or demand and any moneys paid or payable by the Town or any of its officers, employees, servants or agents in settlement or in discharge or on account thereof,

PROVIDED that on default of such payment all such last mentioned loss, costs, damages and expenses and all such moneys so paid or payable may be deducted from any moneys of the Contractor then remaining in the possession of the Town on account of the Contract Work or from moneys payable by the Town to the Contractor on any account whatever or may be recovered from the Contractor or its Surety in any court of competent jurisdiction as moneys paid at their request; and the Contractor hereby authorizes and empowers the Town, or its Solicitors for the time being, to defend, settle or compromise any of such actions, suits, claims, liens,

executions or demands as the Town or its Solicitor may deem expedient, and hereby agrees to ratify and confirm all the acts of the Town or its Solicitor in that behalf, and to pay to such Solicitor on demand his reasonable costs of any such defence, settlement and/or compromise, and that in default of such payment the same may be deducted from any moneys payable by the Town to the Contractor on any account whatever;

PROVIDED, HOWEVER, that the Contractor at the expense of the Contractor may take charge of and conduct the defence in the name of the Town to any such action, suit, claim, lien, execution or demand.

- 5.18.2** The Contractor shall respond to and deal with all third-party claims in a prompt, courteous and efficient manner. The Contractor shall contact all third-party claimants and acknowledge receipt of all third-party claims by telephone within one (1) Working Day, and in writing within three (3) Working Days upon being notified in writing of the third-party claim. The Contractor shall immediately upon receipt of any third-party claim, the Town Clerk in the Town's Corporate Services Department with notice of the third-party claim. The Contractor shall also provide the Town Clerk in the with copies of all correspondence between the Contractor or its agents and the third-party claimant.
- 5.18.3** The Contractor shall not advise the third-party claimant that the Town is responsible for their claim.
- 5.18.4** If, in the sole discretion of the Town, a claim is not being dealt with in a manner satisfactory to the Town, the Town may appoint an insurance adjuster or other person to investigate, resolve and/or settle any third-party claims arising from this Contract and the Contractor shall be required to reimburse the Town for any and all fees and charges with respect to same.
- 5.18.5** Notwithstanding the above, the Town at its sole discretion may withhold funds in the amount of any third-party claim received plus the greater of one-thousand dollars (\$1,000.00) or twenty-five percent (25%) of the amount claimed, from monies owing or payable to the Contractor by the Town under this Contract or any other contract with the Town, which includes, but is not limited to, any holdback funds that become due, for the purpose of handling or settling any outstanding claims in relation to Work under this Contract or any other work performed by the Contractor.

5.19 Protection of Work and Property

- 5.19.1** The Contractor shall protect the Work and the Town's property and property adjacent to the Place of the Work from damage and shall be responsible for damage which may arise as the result of its performance or failure to perform under the Contract.
- 5.19.2** Should the performance or non-performance by the Contractor under the Contract result in damage to the Work, the Town's property or property adjacent to the Place of the Work, the Contractor shall be responsible for the making good of such damage at its expense.

5.20 Contractor's Responsibilities and Control of the Work

- 5.20.1** The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents.

The Contractor shall be solely responsible for construction means, methods, sequences and procedures and for coordinating the various parts of the Work under the Contract.

5.20.2 The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction safety legislation.

5.20.3 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

5.20.4 The Contractor shall review the Contract Documents and shall promptly report to the Town and the Consultant any error, inconsistency or omission it may discover. If the Contractor does discover any error, inconsistency or omission in the Contract Documents it shall not proceed with the work affected until it has received corrected or missing information from the Town or the Consultant. Additional work necessary due to the failure of the Contractor to obtain clarification shall be performed at the Contractor's expense.

5.20.5 The Contractor shall prepare and update as required a construction schedule in a form acceptable to the Town indicating the timing of the major activities of the Work such schedule to be prepared by the Contractor and approved by the Town prior to the commencement of construction. The schedule shall be designed to ensure conformance with the required Contract Time. The Contractor shall perform the Work in accordance with the approved schedule. The Contractor shall give the Town at least twenty-four (24) hours' notice prior to any anticipated deviation from the approved schedule provided that any extension of the Contract Time shall be subject to the provisions of GENERAL CONDITION - EXTENSION OF CONTRACT TIME.

5.21 Superintendence

5.21.1 The Contractor shall employ a competent supervisor and necessary assistants who shall be in attendance at all times at the Place of the Work while work is being performed.

5.21.2 The supervisor shall be satisfactory to the Town and the Consultant, if any, and shall not be changed except for good reason and only then after consultation with the Town and the Consultant, if any.

5.21.3 The supervisor shall represent the Contractor at the Place of the Work and instructions given to him or her by the Town and/or Consultant, if any, shall be held to have been given to the Contractor.

5.22 Labour and Products

5.22.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for labour, Products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.

- 5.22.2** Products provided shall be new unless otherwise specified in the Contract Documents. Products which are not specified shall be of a quality best suited to the purpose required and their use and shall be subject to the approval of the Town.
- 5.22.3** The Contractor shall maintain good order and discipline among its employees engaged on the Work and shall not employ on the Work anyone not skilled in the task assigned to him or her.
- 5.22.4** Whenever the Town or its Consultant, if any, shall inform the Contractor in writing that any person performing the Work, in its opinion:
- a. is incompetent or disorderly;
 - b. interferes with the ability of the Contractor, Sub-Contractors or Other Contractors to perform the Work;
 - c. carries on an unlawful activity;
 - d. acts in a manner inconsistent with the timely completion of the Work;
 - e. injures or attempts to injure any person or property; or
 - f. is not using all reasonable efforts to work safely, such person or persons shall be discharged from the Work and shall not again be employed on the same without the Town 's written consent.
- 5.22.5** If, in the opinion of the Town or its Consultant, if any, the force of workers, either in numbers or character, or the equipment or materials of the Contractor is not adequate or appropriate for carrying out the Contract in its entirety, and if the Town or its Consultant, if any, shall notify, in writing, the Contractor thereof, setting forth the matters complained of and the remedy required then the Contractor shall forthwith increase or change the force of workers or provide such further or other equipment or materials as required by the Town 's, or Consultant's, notice, all at the Contractor's expense.
- 5.22.6** If the Contractor omits, neglects, or refuses to comply with the instructions in writing of the Town or the Consultant, as to any portion or portions of the Work, the Town may, at its option, proceed to do the work required and for that purpose may hire such workers and procure such equipment and materials as may be necessary therefor, and may also make use of any equipment or materials belonging to the Contractor found on the site of the Work, and the expense thereof will be proper charge against the Contractor.
- 5.22.7** The Contractor is responsible for ensuring that all equipment supplied by it or by any Sub-Contractor under the Contract complies with the requirements of the Contract and in particular with the requirements of the specifications for equipment, and that all suppliers of such equipment comply with such requirements. Failure on the part of a supplier to comply with such requirements shall not relieve the Contractor of responsibility for ensuring that the requirements of the Contract are fulfilled.

5.23 Subsurface Conditions

- 5.23.1** The Contractor agrees that it is fully informed regarding all of the conditions affecting work to be done and labour and materials to be furnished for the completion of the Contract, and that this information was secured by personal investigation and research and not from the data received from the Town, the Consultant or their respective representatives.
- 5.23.2** The Contractor acknowledges that any data received from the Town was compiled

for the use of the Town. No responsibility will be assumed by the Town for the correctness or completeness of the data and should any such data be found to be incorrect or incomplete, the Contractor shall have no claim on that account.

5.24 Use of the Work

5.24.1 The Contractor shall confine its apparatus, the storage of Products, and the operations of its employees to limits indicated by laws, ordinances, permits or the Contract Documents and shall not unreasonably encumber the premises with its Products, construction equipment and machinery.

5.24.2 The Contractor shall not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety of the Work.

5.25 Cleanup and Final Cleaning of the Work

5.25.1 The Contractor shall at all times maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Town, Other Contractors or their respective employees.

5.25.2 Upon attaining Substantial Performance of the Work, the Contractor shall remove its surplus Products, tools, construction machinery and equipment not required for the performance of the remaining work. The Contractor shall also remove waste products and debris other than that caused by the Town, Other Contractors or their respective employees, and leave the Work clean and suitable for occupancy by the Town unless otherwise specified.

5.25.3 Total Performance of the Work shall not be attained until the Contractor has removed its surplus Products, tools, construction machinery and equipment. The Contractor shall also have removed waste products and debris, other than that caused by the Town, Other Contractors or their respective employees.

5.25.4 Before the Work shall be accepted by the Town, the Contractor shall put the highway in satisfactory condition for operation. All rubbish and surplus material resulting from the Work shall be removed or disposed of as directed by the Town.

5.26 Inspection of the Work

5.26.1 The Town, the Consultant, if any, and their authorized agents or representatives shall at all times have access to the Work. If parts of the Work are in preparation at locations other than the Place of the Work, the Town, the Consultant, if any, and their authorized agents or representatives shall be given access to such Work whenever it is in progress.

5.26.2 If Work is designated for special tests, inspections or approvals in the Contract Documents or by the Town's and/or the Consultant's instructions or the laws or ordinances of the Place of the Work, the Contractor shall give the Town and the Consultant, if any, timely notice requesting inspection. The Contractor shall arrange for inspections by other authorities and shall give the Town and the Consultant, if any, timely notice of the date and time.

5.26.3 Unless otherwise stated elsewhere in this contract, the cost of normal and customary testing of all materials shall be borne by the Town. Provided there are no defective works, the Town shall bear all inspection and testing costs. However, in the event the works are found to be defective, all subsequent inspection, survey and testing costs shall be borne by the Contractor.

- 5.26.4 If the Contractor covers or permits to be covered work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the Contractor shall, if so directed, uncover such Work, have the inspections or tests satisfactorily completed and make good such Work at its own expense.
- 5.26.5 The Town or the Consultant, if any, may order any part or parts of the Work to be specially examined should it believe that such work is not in accordance with the requirements of the Contract Documents. If, upon examination such work is found not in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work is found in accordance with the requirements of the Contract Documents, the Town shall pay the cost of examination and replacement.
- 5.26.6 The Contractor shall furnish promptly to the Town and the Consultant two (2) copies of certificates and inspection reports relating to the Work.

5.27 Rejected Work

- 5.27.1 Defective work, whether the result of poor workmanship, use of defective Products, or damage through carelessness or other act or omission of the Contractor or any of its Sub-Contractors and whether incorporated in the Work or not, which has been rejected by the Town or the Consultant as failing to conform to the Contract Documents shall be removed promptly from the Place of the Work by the Contractor or such Sub-Contractor and be replaced or re-executed promptly in accordance with the Contract Documents at the Contractor's or such Sub-Contractor's expense.
- 5.27.2 Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.
- 5.27.3 If in the sole opinion of the Town or the Consultant, if any, it is not expedient to correct defective work or the Work is not performed in accordance with the Contract Documents, the Town may deduct from the monies otherwise due to the Contractor, the difference in value between the work as performed and that called for by the Contract Documents, the amount of which shall be determined by the Director.
- 5.27.4 The Town or Consultant, if any, shall not have any power to waive obligations of the Contract for the furnishing by the Contractor of good material and of its performing good work as herein described and in full accordance with the Contract Documents. No failure or omission of the Town or the Consultant, if any, to condemn any defective work or material shall release the Contractor from the obligation to at once tear out, remove and properly replace the same at any time upon the discovery of said defective work or material, at the Contractor's expense. In case the Contractor should refuse or neglect to remove any rejected work or material within forty-eight (48) hours after written notice from the Town, such work or material may be removed by order of the Town and at the sole Contractor's expense.

5.28 Shop Drawings

- 5.28.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.
- 5.28.2 The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract Documents or as the Town or the Consultant, if any,

may reasonably request.

- 5.28.3** Prior to submission to the Town and the Consultant, if any, the Contractor shall review all shop drawings. By this review the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date, and signature of a responsible person.
- 5.28.4** The Contractor shall submit shop drawings to the Town and the Consultant, if any, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of Other Contractors. Shop drawings shall be submitted in the form of reproducible transparencies or prints as the Town or the Consultant, if any, may direct. At the time of submission the Contractor shall notify the Town and the Consultant in writing of any deviations in the shop drawings from the requirements of the Contract Documents.
- 5.28.5** The Town and the Consultant, if any, will review and return shop drawings with reasonable promptness. The Town's and the Consultant's review will be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless the Contractor has notified the Town and the Consultant, if any, in writing of a deviation in the shop drawings from the Contract Documents and such deviation has been specifically approved in writing by the Town and the Consultant, if any.
- 5.28.6** The Contractor shall make any changes in shop drawings which the Town and the Consultant, if any, may require consistent with the Contract Documents and resubmit unless otherwise directed by the Town and the Consultant, if any. When resubmitting, the Contractor shall notify the Town and the Consultant, if any, in writing of any revisions other than those requested by the Town and the Consultant, if any.

5.29 Lines and Grades

- 5.29.1** Prior to commencement of construction, the Contractor will locate on site those property bars, baselines and benchmarks which are necessary to delineate the Place of the Work and to lay out the Work, all as shown on the Contract Documents. The Contractor shall notify the Town and the Consultant of the location of such property bars, baselines and benchmarks so that the same may be reviewed by the Town and the Consultant, if any.
- 5.29.2** The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any property bars disturbed, damaged or removed by the Contractor's operations shall be replaced under the supervision of an Ontario Land Surveyor, at no extra cost to the Town.
- 5.29.3** At no extra cost to the Town, the Contractor shall provide the Town and the Consultant, if any, with such materials and devices as may be necessary to review the lay out of the baseline and benchmarks, and as may be necessary for inspection of the Work.

- 5.29.4** The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Town and the Consultant, if any, of any layout work carried out, so that the same may be reviewed by the Town or the Consultant, if any.
- 5.29.5** It is the Contractor's responsibility to ensure that items of work to be inspected are completed to the correct lines and grades. The costs for repeated inspections or surveys caused by the Contractor's failure to have the items of work correctly finished when notice is given to the Engineer shall be charged to the Contractor at the rates normally charged for such work by the Engineer. Charges incurred by the Contractor under the provisions of this section shall be withheld by the Town from payments made to the Contractor, or otherwise collected by the Town from the Contractor.
- 5.29.6** The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution of the Work. The Contractor shall supply one (1) copy of all alignment and grade sheets to each of the Town and the Consultant, if any.
- 5.29.7** The Contractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been reviewed by the Town and the Consultant, if any.
- 5.29.8** All stakes, marks and reference points provided by the Town or the Consultant, if any, shall be carefully preserved by the Contractor. In the case of their destruction or removal, such stakes, marks and reference points will be replaced by the Contractor at no extra cost to the Town.

5.30 Occupational Health and Safety Act, Environmental Protection Act, Ontario Water Resources Act and Fisheries Act (CANADA)

- 5.30.1** The Contractor acknowledges that it is aware of the provisions of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, the *Environmental Protection Act*, R.S.O. 1990, c. O.1, as amended, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40 and the *Fisheries Act*, R.S. 1985, c. F-14, as amended, (Canada) and the regulations, policies and guidelines thereunder and agrees to comply with, and cause to be complied with, the provisions thereof as such statutes, regulations, policies and guidelines may be amended or replaced from time to time including, without limiting the generality of the foregoing, all of the obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations, as applicable, in respect of the Work and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or the *Fisheries Act* (Canada) or regulations, policies and guidelines thereunder in respect of the Work and further agrees to handle and dispose of all materials in accordance with such legislation.
- 5.30.2** The Contractor shall do, cause to be done or refrain from doing any act or thing as directed by the Town or the Consultant, if any, if at any time the Town or the Consultant, if any, considers that any situation or condition is unsafe, damaging to the environment the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, the *Ontario Water Resources Act*, the *Fisheries Act* (Canada) or any other applicable statutes, regulations, policies or guidelines. If the Contractor fails to comply with such direction, the Town may:

- (a) take action to remedy the situation or condition and the cost thereof shall be payable by the Contractor on demand and failing payment thereof, the Town may deduct the costs thereof from monies which are due or may become due to the Contractor; or
- (b) terminate the Contract pursuant to GENERAL CONDITION - TOWN'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE CONTRACT, paragraph 5.6.1.

5.30.3 Notwithstanding the foregoing, the act or failure to act by the Town shall not in any way derogate from the responsibility of the Contractor under the Contract including the obligations under GENERAL CONDITION 5.30.1.

5.30.4 The Contractor shall indemnify and hold harmless the Town, the Consultant, if any, and their respective agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings (including by any government agency) arising as a result of any violation or alleged violation of the Occupational Health and Safety Act, the Environmental Protection Act, the Ontario Water Resources Act or the Fisheries Act (Canada) or the regulations, policies and guidelines thereunder, as such statutes, regulations, policies and guidelines may be amended or replaced from time to time.

5.30.5 The Contractor shall file a Notice of Project, as required by the Occupational Health and Safety Act, with the Ministry of Labour and shall post the Notice of Project at the Place of the Work.

5.31 Warranty Period, Maintenance and Deficiency Holdbacks

The Contractor agrees to correct promptly, at its own expense, defects or deficiencies in the Work which appear prior to and during the warranty period specified.

The Warranty Period shall continue beyond the stated terms until all deficiencies have been rectified to the sole satisfaction of the Director. Should the Warranty Period be extended beyond the stated terms due to deficiencies remaining to be rectified, the Director may at its sole discretion reduce the five percent (5%) Maintenance Holdback to an amount deemed sufficient to guarantee rectification of the remaining deficiencies.

The Contractor shall ensure that the materials and works are operating properly at all times during the Warranty Period. Any defective work to be repaired or replaced which is deemed by the Director, in his/her sole discretion, to be the fault of the Contractor, whether the result of poor workmanship, use of defective materials, damage through carelessness or other act of the Contractor, and which has been so declared by written notice from the Town, shall be promptly repaired or replaced to the satisfaction of the Director.

The carrying out of replacement work and making good of defects shall be executed at times convenient to the Town and may require work outside normal working hours at the Contractor's expense.

If the Town, at any time, considers required repair work to be an emergency, the Contractor shall be required to commence repairs within two (2) hours of notice. Should the Contractor fail to commence repairs as noted, the Town shall arrange for this work to be done at the Contractor's sole expense and no additional payment shall be made to the Contractor due to this requirement. Any expenses and costs incurred by the Town in arranging for such emergency work to be completed may be deducted from monies owed to the Contractor.

The Contractor agrees to correct and pay for damage resulting from corrections made under

the requirements of contained in this subsection.

The Engineer's inspection fees related to such repair or replacement, after the Certificate of Substantial Performance has been issued, shall be the responsibility of the Contractor, and shall be deducted by the Town from monies owed the Contractor. Such charges shall not be applicable to the normal inspections of the Works required from time to time or inspections by the Engineer prior to final acceptance of the Works but only for the time incurred by the Engineer regarding the actual repair or replacement works that are the Contractor's responsibility.

The Contractor agrees to correct and pay for damage resulting from corrections made under the requirements of contained in this subsection.

Specified warranty periods shall not be construed as limiting any provisions under this Contract dealing with indemnification and claims handling.

The remedies of the Town set forth above shall not deprive the Town of any action, right or remedy otherwise available to it for breach of any provisions of the Contract Documents and the periods referred to above, or such longer time as may be specified elsewhere, shall not be construed as a limitation on the time in which the Town may pursue such other action or remedy.

5.32 Evaluation of Performance

Upon completion of the Contract by the Contractor, a written performance evaluation of the Contractor may be completed by the relevant Director and the Procurement Manager and the evaluation shall be placed in the Town file corresponding to the Contractor. A copy of the evaluation and supporting documentation may be made available to persons requesting Town references for a future contract and also may be reviewed and may form part of the criteria when considering the Town's future award of contracts.

1. In a case where an interim performance evaluation is done prior to the completion of the Contract and where the interim evaluation has determined the Contractor performance to be unsatisfactory for any reason, a Director or the Procurement Manager may request an interim evaluation meeting with a Contractor to discuss any deficiencies and to establish a time for their rectification.
2. A Contractor deemed, in the sole opinions of the relevant Town staff and the Procurement Manager, to have poor or unsatisfactory performance of the Contract may:
 - (a) be refused the award of a future contract;
 - (b) have Town staff recommend that Council not award a future contract to the Contractor; or
 - (c) be placed on a probationary period.

A probationary period may specify additional requirements as determined by the Procurement Manager, including the requirement of additional contract performance security or interim performance evaluations to ensure that the terms of a future contract are strictly adhered to.

5.33 Liquidated Damages

It is agreed by the parties to the Contract that if all the Work called for under the Contract is not completed within the applicable Contract Time or within the completion date set out in the Contract, damage will be sustained by the Town and it is and shall be impracticable and

extremely difficult to ascertain and determine the actual damage which the Town shall sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the Town the sum of **Eight Hundred Seventy-five Canadian Dollars (\$875.00)** for liquidated damages for each and every Working Day's delay in finishing the work beyond the applicable Contract Time prescribed or the date of completion. It is agreed that this amount is an estimate of actual damage to the Town which will accrue during the period in excess of the prescribed date of completion and is not a penalty.

The Town may deduct any amount due under this provision from any monies that may be due or payable to the Contractor on any account with respect to the same Contract. The Liquidated Damages payable under this provision are in addition to and without prejudice to any other right, claim, action or any other remedy that may be available to the Town and does not preclude the Town from seeking damages in excess of the liquidated damages estimate.

5.34 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Town or the Town's Consultant shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence of any breach thereunder, except as may be specifically agreed to in writing.

5.35 Municipal Freedom of Information and Protection of Privacy Act

All Bids are subject to the provisions of *the Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended. Should you have any questions in this regard, please consult the Town Clerk (Telephone 905-727-1375).

5.36 Construction Lien Act

A ten-percent (10%) Construction Lien Act holdback will be calculated based on the value of work performed and deducted from each payment certificate.

Payments to the Contractor, holdbacks and their release, and certificates of substantial performance and completion under this Contract shall be in full compliance with the provisions of the Construction Lien Act, R.S.O. 1990, c. C.30, as amended.

The Contractor shall be deemed to have made due allowance for executing the requirements of the Construction Lien Act in the Tender price.

5.37 Accessibility - Accessibility for Ontarians with Disabilities Act, 2005 ("AODA")

In accordance with s. 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

- a) How to interact and communicate with persons with various types of disability;
- b) How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person;
- c) How to use assistive device equipment that is available on Town premises that

- may help in the provision of accessible goods or services;
- d) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services; and
- e) Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide services to the public on behalf of the Town must meet the requirements of Ontario Regulations 429/07 and 191/11 with regard to training under the *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c. 11 (the "AODA").

A document describing your training policy or procedure, a sample copy of training and details of training dates and attendees must be submitted to the Town of Aurora, within ten (10) days of the notice of award of the Contract, but in any event prior to the commencement of any Work. Proponents may contact the Town of Aurora Accessibility Advisor: (905) 727-3123, Ext: 4212, for suppliers of Accessibility Training.

In accordance with subsection 5(1) of Ontario Regulation 191/11 (Integrated Accessibility Standards), the Town will incorporate accessibility criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so.

5.38 General Instructions for Work on Town Property

- 5.38.1** The Contractor shall keep one copy of the Contract at the work site.
- 5.38.2** The Contractor shall coordinate all work with the Town's representative to ensure minimum disruption of public service and inconvenience to occupants of and visitors to the public building.
- 5.38.3** The Contractor shall ensure that there is no interference with the use of and safe passage to and from public buildings, public sidewalks and roads without the prior written approval of the Town. Material shall not be stored in or obstruct roadways, sidewalks or passageways without the prior written approval of the Town. The Contractor shall not interfere with or damage privately or publicly-owned adjacent property.
- 5.38.4** Prior to and during the performance of work, the Contractor shall establish the location of existing utility lines, and shall ensure the same are protected and maintained.
- 5.38.5** Where alternations are necessary, the Contractor shall ensure the new and old work shall be joined, cut, removed, patched, repaired or finished in a professional and workmanlike manner to the satisfaction of the Town.
- 5.38.6** The Contractor shall provide and maintain temporary facilities and services required to carry out the work. All such temporary facilities and services shall be removed by the Contractor upon completion of the work.
- 5.38.7** The Contractor shall only use new products unless otherwise specified in the Contract. The Contractor shall deliver and store material and equipment to manufacturers' instructions, with manufacturers' labels and seals intact. When material or equipment is specified by standard or performance specifications, the Contractor shall, upon request by the Town, obtain from the manufacturer an independent testing laboratory report, stating that the material or equipment meets or exceeds specified requirements.

- 5.38.8** The Contractor shall keep the work site clean and hazard-free throughout the work period, and shall provide for proper storage, removal and disposal of garbage. All debris shall be transported to an authorized dump, waste treatment site or recycling facility by the Contractor, and disposed of in accordance with applicable by-laws, laws and regulations (all at the Contractor's expense).
- 5.38.9** The Contractor shall make such explorations and probes as are necessary to ascertain any protective measures required before proceeding with demolition and removal.
- 5.38.10** The Contractor shall protect existing structures, furnishings and persons by providing and maintaining adequate temporary protective coverings during the performance of the work. The Contractor shall be responsible for any injury to person, damage to existing structures and furnishings as a result of the work. Any damage occurring as a result of the work shall be repaired or replaced by the Contractor at the Contractor's expense and to the satisfaction of the Town (in its sole discretion).
- 5.38.11** The Contractor shall provide and maintain adequate fire protection in accordance with the regulations and requirements of the Town's Fire and Emergency Services.
- 5.38.12** The Contractor shall provide and arrange for traffic control where necessary for delivery of materials, removal of garbage, or any other activity related to the work as required by applicable by-laws, laws and regulations.
- 5.38.13** The Contractor shall take the necessary precautions to keep dust, dirt and noise to an acceptable level as directed by the Town or as required by the applicable by-laws, laws and regulations.
- 5.38.14** The Contractor shall provide suitable protection for all entrances and exit ways into all buildings, all fresh air intakes, telephone, hydro, and mechanical rooms, elevators shafts and all plumbing, against dust, dirt, water and fumes.
- 5.38.15** The Contractor shall provide canvas tarps from ground to roof for all entrance and exit ways, floors, walls and all standing fixtures against spillage of materials and/or damage during the work period.
- 5.38.16** The Contractor shall not store materials or use a truck or other equipment in a manner which would load the structure beyond its design capacity.
- 5.38.17** The Contractor shall ensure that all persons employed or engaged by the Contractor by the Contractor to perform the work use designated existing sanitary facilities and not undress, use profane language or make coarse gestures which on Town property.
- 5.38.18** The Contractor shall be responsible for and take every precaution reasonable in the circumstances for the protection of all workers associated with the work (whether employed by the Contractor, the Town or a third party), and for the protection of all other persons. The Contractor shall ensure that all persons employed or engaged by the Contractor to perform the work are supervised by a competent person and trained to perform the specific tasks of their jobs in a healthy and safe manner, and that documentation to support such training remains current during the work period.
- 5.38.19** The Contractor shall ensure that all tools, equipment and machinery brought to the work site shall be used, stored and maintained properly in accordance with applicable laws, regulations and industry standards.

5.38.20 The Contractor shall ensure that all materials brought to the work site shall be used, stored, handled, transported and disposed of properly in accordance with applicable laws, regulations and industry standards, All materials delivered to the Town or used in conjunction with the work shall have applicable Material Safety Data Sheets in accordance with Workplace Hazardous Material Information Systems (“WHMIS”) regulations in the Province of Ontario. Applicable Material Safety Data Sheets shall be available for inspection at the work site at all times while such materials are present.

5.38.21 The Contractor shall notify the Town of all hazardous materials delivered to the Town or used in conjunction with the work, including without limitation, all products controlled federally and/or provincially under WHMIS or Transportation of Dangerous Goods regulations, and all designated substances as defined in the Occupational Health and Safety Act, R.S.O. 1990, c. O.1 and Regulations.

[End of Part 5]

SCHEDULE "H"
DRAFT - FORM OF CONTRACT

THIS CONTRACT made this ____ day of _____, 2018.

BETWEEN:

_____ hereinafter called the "Contractor"

PARTY OF THE FIRST PART

- and –

THE CORPORATION OF THE TOWN OF AURORA
hereinafter called the "Town"

PARTY OF THE SECOND PART

WHEREAS on [Month, Day, Year], the Town called for Tenders via Request for Tender No. 2018-68-PDS-ED for Construction – Renovation of the Aurora Armoury, as per the attached bid documentation, a copy of which is attached hereto and forms part of this Contract as **Appendix "A"**;

AND WHEREAS the Contractor submitted a Tender dated **[Insert Date]** in response to the Town's call for Tenders, a copy of which is attached hereto and forms part of this Contract as **Appendix "B"** and is hereinafter referred to as the "Tender";

AND WHEREAS the Director of Planning and Development Services accepted the Tender and awarded the Contract to the Contractor on **[Insert Date]** based on the Contractor's Tender;

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the promises, covenants and other terms and conditions hereinafter contained and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency whereof is hereby acknowledged), the parties hereby covenant, promise and agree each with the other as follows:

1. **The Contractor hereby covenants and agrees** to provide and supply at the Contractor's own expense, all and every kind of labour, appliance, equipment, and material required for the Work and shall complete the Work in strict accordance with the description, specifications, terms, requirements and in accordance with the timelines set out in the Contract for an amount not to exceed **[\$insert amount]**, including all disbursements and expenses, but excluding any Goods and Services Tax/Harmonized Sales Tax ("GST/HST"). The Contractor shall also provide any associated services and fulfil any obligations, including warranty service, as set out in this Contract.

No payment in excess of the sums set out in this section shall be made without the Town's approval, in strict accordance with the Town's requisite purchasing policies and procedures

or, where required, by the Council of the Town.

The Town shall compensate the Contractor for services and products requested by the Town, provided and invoiced, to the satisfaction of the Director, in accordance with the prices, rates, terms and limitations set out in Schedules "A" and "B".

The Town shall not be required to pay for any administration fees charged by or through the Contractor, except where otherwise agreed.

The Contractor agrees and acknowledges that Town shall not be liable or obligated to pay for Work or products rejected by the Town as defective or containing imperfections, or to accept such Work or products, until the defects or imperfections have been repaired in a permanent manner to the satisfaction of the Town in its sole discretion.

The Contractor acknowledges and agrees that the acceptance of Work or products that is defective or otherwise containing imperfections or the payment of any monies for such Work or products by the Town shall not be construed as an acceptance of any defective Work or product by the Town. The acceptance of or payment for such defective Work or product by the Town shall not reduce or otherwise affect the liability of the Contractor to make good or replace such defective Work or product.

2. The Contractor shall attain Substantial Performance of the Work within 9 months of the Contract award.
3. **The Contractor further covenants and agrees** to undertake and perform the Work in a proper workmanlike manner and to complete the Work to the satisfaction of the Director.
4. **Indemnification:** The Contractor further covenants and agrees that the Contractor will from time to time and at all times hereafter well and truly save, defend, and keep harmless and fully indemnify the Town, its officers, employees, servants, and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Town, its officers, employees, servants, and agents, or any of them, and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Town, its officers, employees, servants and agents, or any of them, by reason or on account or in consequence of the execution and performance or maintenance of the said Work and/or the non-execution, or imperfect execution of the Work, and/or the condition of the job site, adjoining lands and highways used in connection with the performance of the Work, and/or the supply or non-supply of plant and material for the Work, and/or any act or omission of the Contractor or its agent, any Sub-Contractor, employee, worker or other person for who the Contractor is in law responsible, and will pay to the Town and to each such officer, employee, servant or agent on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Town or by any of its officers, employees, servants and agents in consequence of any such action, suit, lien, execution or demand and any moneys paid or payable by the Town or any of its officers, employees, servants or agents in settlement or in discharge or on account thereof,

PROVIDED that on default of such payment all such last mentioned loss, costs, damages and expenses and all such moneys so paid or payable may be deducted from any moneys of the Contractor then remaining in the possession of the Town on account of the Contract Work or from moneys payable by the Town to the Contractor on any account whatever or may be recovered from the Contractor or its Surety in any court of competent jurisdiction

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as moneys paid at their request; and the Contractor hereby authorizes and empowers the Town, or its Solicitors for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Town or its Solicitor may deem expedient, and hereby agrees to ratify and confirm all the acts of the Town or its Solicitor in that behalf, and to pay to such Solicitor on demand his reasonable costs of any such defence, settlement and/or compromise, and that in default of such payment the same may be deducted from any moneys payable by the Town to the Contractor on any account whatever;

PROVIDED, HOWEVER, that the Contractor at the expense of the Contractor may take charge of and conduct the defence in the name of the Town to any such action, suit, claim, lien, execution or demand.

5. **Independent Contractor:** The parties hereto agree that the relationship between the Town and the Contractor is that of an independent Contractor and nothing contained herein shall be construed as creating an employer-employee relationship, a joint venture, a partnership, or any other type of relationship. The Contractor, as an independent contractor has agreed to assume all risk associated with its activities under this Contract.
6. **Notice:** Any notice herein required or permitted to be given under this Contract shall be delivered personally, through pre-paid courier or registered mail, or by electronic means provided that receipt is verified, addressed as follows:

The Corporation of the Town of Aurora
Attention: Town Clerk
100 John West Way, P.O. Box 1000
Aurora, Ontario, L4G 6J1
Email: clerks@aurora.ca

And to:

[Name of Company]
Attention: [Name]
[Mailing address]
Town, ON Postal Code
Email:

Any notice given in accordance with this section shall be deemed received upon receipt, if delivered personally, upon delivery if by courier, upon verification of receipt if provided electronically, and five (5) days after deposit of such notice in the mail if sent through registered mail.

Either party hereto may at any time give notice under this paragraph to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in this paragraph.

7. **Complete Contract:** This Contract and all Appendences and all Schedules thereto, constitutes the complete and exclusive statement of agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties, relating to the subject matter of this Contract. If one (1) or more of the phrase(s), sentence(s), clause(s), sub-clause(s), paragraph(s) or subparagraph(s) contained in this Contract shall be declared invalid by the order, decree or judgment of any court of competent jurisdiction, this Contract shall be construed as if such phrase(s), sentence(s), clause(s), sub-clause(s), paragraph(s) or subparagraph(s) had not been inserted. This

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Contract may be changed only by a written amendment signed and sealed by the authorized representatives of both parties.

8. **Successors and Assigns:** This Contract shall jointly and severally enure to the benefit of and be binding upon the Contractor, its administrators, successors and permitted assigns. The Contractor shall not assign this Contract or any interest in this Contract without the prior written consent of the Town. For the purposes of this Contract, an assignment shall include any transfer in the majority of ownership or controlling interest in the Contractor, whether through the sale of shares, direct acquisition of assets, or otherwise. This Contract shall enure to the benefit of and be binding upon the Town, its successors and assigns.
9. **Applicable Law:** This Contract shall be governed by and enforced in accordance with the laws of the Province of Ontario and the laws of Canada.

IN WITNESS WHEREOF the parties have executed this Contract as of the date first written above.

[INSERT NAME OF COMPANY]

per:

Name:
Title:

Name:
Title:

I/We have the authority to bind the corporation

THE CORPORATION OF THE TOWN OF AURORA

Name:
Title:

SCHEDULE "I" - UNDERTAKING TO BOND
(To be uploaded in the online submission area)

CONTRACT NO. 2018-09-PDS-ENG

TO: THE CORPORATION OF THE TOWN OF AURORA (the "Town")

AND TO: _____ (the "Contractor")

We, the undersigned, hereby undertake and agree to become bound as Surety for the Contractor in:

- (a) **a contract performance bond totaling 100%** of the **TOTAL BID PRICE** and conforming to the form of performance bond attached hereto as **Schedule 1**; and
- (b) **a labour and material payment bond totaling 50%** of the **TOTAL BID PRICE** and conforming to the form of labour and material payment bond attached hereto as **Schedule 2**,

if the bid for the supply of all labour, material, and equipment necessary for Road Reconstruction on Kennedy Street, Temperance Street, Ransom Street and Ransom Court, is accepted by the Town.

If the above-mentioned bid is accepted, the undersigned will execute the bond within ten (10) Working Days of notification of acceptance of the bid.

DATED this _____ day of _____, 2018.

(Name of Surety Company)

Signature of Authorized Person Signing for Surety
(Company Seal)
I have authority to bind the Corporation

SCHEDULE 1 - FORM OF PERFORMANCE BOND

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS that _____
_____ (hereinafter called the "Principal") and _____
_____ a corporation created and existing under the laws of _____
_____ and whose principal office for Canada is located in the _____
_____ (hereinafter called the "Surety") are held and firmly bound unto The Corporation of
the Town of Aurora (hereinafter called the "Obligee") in the amount of \$ _____ lawful
money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety
bind themselves and their respective heirs, legal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the ___ day of _____,
20___ for Contract No. _____ which by reference hereto is made a part hereof as
fully to all intents and purposes as though recited in full herein and which contract as amended,
supplemented or modified from time to time is hereinafter called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall well and
truly observe and perform all the obligations of the Contract on the part of the Principal to be observed and
performed, then this obligation shall be void but otherwise shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, the
Surety shall:

- (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal;
- (b) if the work is taken out of the Principal's hands and the Obligee directs the Surety to undertake the
completion of the work, complete the work in accordance with the Contract provided that if a contract
is entered into for the completion of the work:
 - (i) such contract shall be between the Surety and the completing contractor and subject to the
terms and conditions of this Bond; and
 - (ii) the selection of the completing contractor shall be subject to the approval of the Obligee; and
 - (iii) the Surety shall be entitled to the monies representing the balance of the contract price in
discharging its obligation. The term "balance of the contract price", as used in this paragraph,
shall mean the total amount payable by the Obligee to the Principal under the Contract, less the
amount properly paid by the Obligee to the Principal.
- (c) Recognize that time is of the absolute essence in rectifying such default and shall, in addition to its
other obligations hereunder, meet with the Obligee within 48 hours to explore methods of completing
the work under the Contract. If requested to do so by the Obligee, the Surety shall appoint an
emergency replacement construction contractor satisfactory to the Obligee for the purposes of
ensuring services, works, construction methods, safeguards, environmental protection and public
safety are maintained and, further, to ensure to whatever extent possible that the work shall proceed
with minimal interruption. Such emergency replacement construction contractor shall remain in place
for a period of 35 days from the date of the Principal's default, which time may be extended upon
mutual agreement between the Obligee and the Surety, during which time a permanent solution
under paragraph (a) or (b) shall be implemented. If the Surety fails to respond in accordance with
its obligations under this bond, the Obligee may proceed to make arrangements to complete the
Contract and the Surety shall assume financial responsibility for the cost of completion in excess of
the balance of the contract price as defined in paragraph (b) (iii) above.

No action shall be instituted by the Obligee herein against the Surety pursuant to these presents after the
expiration of two years from the date upon which final payment under the Contract is made.

THE CORPORATION OF THE TOWN OF AURORA

In no event shall the Surety be liable for a greater sum than the specified penalty of this bond.

The Surety shall be liable as Principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary, until all obligations of the Contract have been observed and performed.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 2018.

c/s

Name - Surety

Name:
Title:
Address for Service:

c/s

Name - Principal

Name:
Title:

SCHEDULE 2 - FORM OF LABOUR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS that _____ (hereinafter called the "Principal") and _____ a corporation created and existing under the laws of _____ and whose principal office for Canada is located in the _____ (hereinafter called the "Surety") are held and firmly bound unto The Corporation of the Town of Aurora (hereinafter called the "Obligee") for the use and benefit of the Claimants and each of their heirs, executors, administrators, successors and assigns, in the amount of \$ _____, lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves and their respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the ___ day of _____, 20__ for Contract No. _____ which by reference hereto is made a part hereof as fully to all intents and purposes as though recited in full herein and which contract as amended, supplemented, modified or restated from time to time is hereinafter called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void but otherwise shall remain in full force and effect.

A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association title "Rental Rates on Construction Equipment" published prior to the period during which the equipment was used in the performance of the Contract.

The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of 90 days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof.

No suit or action shall be commenced hereunder by any Claimant:

- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for

THE CORPORATION OF THE TOWN OF AURORA

the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given:

- (i) in respect of any claim for the amount or any portion thereof, required to be held back, from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under construction lien legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within 120 days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
- (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within 120 days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
- (b) after the expiration of 1 year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
- (c) other than in a Court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of construction liens which may be filed on record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

The Surety shall be liable as principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 2018.

c/s _____
Name - Surety

Name:
Title:
Address for Service:

c/s _____
Name - Principal

Name:
Title:

SCHEDULE "I" - UNDERTAKING TO BOND
(To be uploaded in the online submission area)

CONTRACT NO. 2018-09-PDS-ENG

TO: THE CORPORATION OF THE TOWN OF AURORA (the "Town")

AND TO: _____ (the "Contractor")

We, the undersigned, hereby undertake and agree to become bound as Surety for the Contractor in:

- (a) **a contract performance bond totaling 100%** of the **TOTAL BID PRICE** and conforming to the form of performance bond attached hereto as **Schedule 1**; and
- (b) **a labour and material payment bond totaling 50%** of the **TOTAL BID PRICE** and conforming to the form of labour and material payment bond attached hereto as **Schedule 2**,

if the bid for the supply of all labour, material, and equipment necessary for Road Reconstruction on Kennedy Street, Temperance Street, Ransom Street and Ransom Court, is accepted by the Town.

If the above-mentioned bid is accepted, the undersigned will execute the bond within ten (10) Working Days of notification of acceptance of the bid.

DATED this _____ day of _____, 2018.

(Name of Surety Company)

Signature of Authorized Person Signing for Surety
(Company Seal)
I have authority to bind the Corporation

SCHEDULE 1 - FORM OF PERFORMANCE BOND

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS that _____
_____ (hereinafter called the "Principal") and _____
_____ a corporation created and existing under the laws of _____
_____ and whose principal office for Canada is located in the _____
_____ (hereinafter called the "Surety") are held and firmly bound unto The Corporation of
the Town of Aurora (hereinafter called the "Obligee") in the amount of \$ _____ lawful
money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety
bind themselves and their respective heirs, legal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the ___ day of _____,
20___ for Contract No. _____ which by reference hereto is made a part hereof as
fully to all intents and purposes as though recited in full herein and which contract as amended,
supplemented or modified from time to time is hereinafter called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall well and
truly observe and perform all the obligations of the Contract on the part of the Principal to be observed and
performed, then this obligation shall be void but otherwise shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, the
Surety shall:

- (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal;
- (b) if the work is taken out of the Principal's hands and the Obligee directs the Surety to undertake the
completion of the work, complete the work in accordance with the Contract provided that if a contract
is entered into for the completion of the work:
 - (i) such contract shall be between the Surety and the completing contractor and subject to the
terms and conditions of this Bond; and
 - (ii) the selection of the completing contractor shall be subject to the approval of the Obligee; and
 - (iii) the Surety shall be entitled to the monies representing the balance of the contract price in
discharging its obligation. The term "balance of the contract price", as used in this paragraph,
shall mean the total amount payable by the Obligee to the Principal under the Contract, less the
amount properly paid by the Obligee to the Principal.
- (c) Recognize that time is of the absolute essence in rectifying such default and shall, in addition to its
other obligations hereunder, meet with the Obligee within 48 hours to explore methods of completing
the work under the Contract. If requested to do so by the Obligee, the Surety shall appoint an
emergency replacement construction contractor satisfactory to the Obligee for the purposes of
ensuring services, works, construction methods, safeguards, environmental protection and public
safety are maintained and, further, to ensure to whatever extent possible that the work shall proceed
with minimal interruption. Such emergency replacement construction contractor shall remain in place
for a period of 35 days from the date of the Principal's default, which time may be extended upon
mutual agreement between the Obligee and the Surety, during which time a permanent solution
under paragraph (a) or (b) shall be implemented. If the Surety fails to respond in accordance with
its obligations under this bond, the Obligee may proceed to make arrangements to complete the
Contract and the Surety shall assume financial responsibility for the cost of completion in excess of
the balance of the contract price as defined in paragraph (b) (iii) above.

No action shall be instituted by the Obligee herein against the Surety pursuant to these presents after the
expiration of two years from the date upon which final payment under the Contract is made.

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In no event shall the Surety be liable for a greater sum than the specified penalty of this bond.

The Surety shall be liable as Principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary, until all obligations of the Contract have been observed and performed.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 2018.

c/s

Name - Surety

Name:
Title:
Address for Service:

c/s

Name - Principal

Name:
Title:

SCHEDULE 2 - FORM OF LABOUR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS that _____
_____ (hereinafter called the "Principal") and _____
_____ a corporation created and existing under the laws of _____
_____ and whose principal office for Canada is located in the _____
_____ (hereinafter called the "Surety") are held and firmly bound unto The
Corporation of the Town of Aurora (hereinafter called the "Obligee") for the use and benefit of the Claimants
and each of their heirs, executors, administrators, successors and assigns, in the amount of \$ _____
_____, lawful money of Canada, for the payment of which sum, well and truly to be made, the
Principal and the Surety bind themselves and their respective heirs, legal representatives, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the ___ day of _____,
20__ for Contract No. _____ which by reference hereto is made a part hereof as fully
to all intents and purposes as though recited in full herein and which contract as amended, supplemented,
modified or restated from time to time is hereinafter called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall make
payment to all Claimants for all labour and material used or reasonably required for use in the performance
of the Contract, then this obligation shall be void but otherwise shall remain in full force and effect.

A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for
labour, material, or both, used or reasonably required for use in the performance of the Contract, labour
and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone
service or rental equipment directly applicable to the Contract provided that a person, firm or corporation
who rents equipment to the Principal to be used in the performance of the Contract under a contract which
provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a
Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which
the equipment was used in the performance of the Contract. The prevailing industrial rental value of
equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner
provided for in the latest revised edition of the publication of the Canadian Construction Association title
"Rental Rates on Construction Equipment" published prior to the period during which the equipment was
used in the performance of the Contract.

The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every
Claimant who has not been paid as provided for under the terms of its contract with the Principal, before
the expiration of a period of 90 days after the date on which the last of such Claimant's work or labour was
done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein
provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly
due to such Claimant under the terms of its contract with the Principal and have execution thereon.
Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on
behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or
proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such
proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the
Claimants or any of them, who take such act, action or proceeding shall indemnify and save harmless the
Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage
resulting to the Obligee by reason thereof.

No suit or action shall be commenced hereunder by any Claimant:

- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth
to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the
amount claimed. Such notice shall be served by mailing the same by registered mail to the
Principal, the Surety and the Obligee, at any place where an office is regularly maintained for

THE CORPORATION OF THE TOWN OF AURORA

the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given:

- (i) in respect of any claim for the amount or any portion thereof, required to be held back, from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under construction lien legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within 120 days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
- (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within 120 days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
- (b) after the expiration of 1 year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
- (c) other than in a Court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of construction liens which may be filed on record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

The Surety shall be liable as principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 2018.

c/s _____
Name - Surety

Name:
Title:
Address for Service:

c/s _____
Name - Principal

Name:
Title:

2018-68-PDS-ED - CONSTRUCTION - RENOVATION OF THE AURORA ARMOURY

Opening Date: June 29, 2018 10:30 AM

Closing Date: July 23, 2018 10:00 AM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

*Denotes a "MANDATORY" field.

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Town. If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Schedule "A" - Bid Price

Line Item	Description	Specification Reference	Unit of Measure	Quantity	Unit Price *	Extended Price
1	Mobilization and Demobilization		Lump Sum	1		
2	Selective Site Demolition	02 41 13	Lump Sum	1		
3	Permeable Pavement Surfacing	02 78 61	Lump Sum	1		
4	Concrete - Cast in Place Concrete for all Structural Foundation Walls	Division 3, 03 30 00	Lump Sum	1		
5	Concrete Floor Finish	Division 3, 03 36 00	Lump Sum	1		
6	Masonry	Division 4	Lump Sum	1		
7	Metal	Division 5	Lump Sum	1		
8	Wood, Plastics and Composites	Division 6	Lump Sum	1		
9	Dampingproofing, Board Insulation, Vapour Retarders	07 11 00, 07 21 13, 07 26 00	Lump Sum	1		
10	Metal Wall Panels	07 42 13	Lump Sum	1		
11	Wood Siding	07 46 23	Lump Sum	1		
12	Modified Bituminous Roofing, Standing Seam Zinc Roofing, Standing Seam Zinc Roofing, Flashing and Sheet Metal, Joint Sealants, Expansion Joint Cover Assemblies	07 52 00, 07 61 13, 07 62 00, 07 92 00, 07 95 13	Lump Sum	1		
13	Metal Doors and Frames, Wood Doors, Access Door and Frames, Fixed Louvers	08 11 13, 08 14 16, 08 31 13, 08 91 19	Lump Sum	1		
14	Aluminum Work	08 44 00	Lump Sum	1		
15	Aluminum-Clad Wood Windows	08 52 13	Lump Sum	1		
16	Door Hardware refer to Door Hardware Schedule	08 71 00	Lump Sum	1		
17	Glazing, Glazing Film	08 80 00, 08 87 53	Lump Sum	1		
18	Gypsum Board Assemblies, Non-Structural Metal Framing	09 21 16, 09 22 16	Lump Sum	1		
19	Ceramic Tiling	09 30 13	Lump Sum	1		
20	Acoustical Panel Ceiling	09 51 13	Lump Sum	1		
21	Resilient Sheet Flooring	09 65 16	Lump Sum	1		
22	Resinous Epoxy Flooring	09 67 23	Lump Sum	1		
23	Hygenic Vinyl Wall Covering	09 72 00	Lump Sum	1		
24	Interior Painting	09 91 23	Lump Sum	1		
25	Specialties	Division 10	Lump Sum	1		
26	Equipment	Division 11	Lump Sum	1		
27	Furnishings	Division 12	Lump Sum	1		
28	Fire Protection	Division 21	Lump Sum	1		
29	Plumbing	Division 22	Lump Sum	1		
30	HVAC	Division 23	Lump Sum	1		
31	Electrical	Division 26	Lump Sum	1		
32	Communications	Division 27	Lump Sum	1		
33	Electrical Safety and Security	Division 28	Lump Sum	1		
34	Earthwork	Division 31	Lump Sum	1		
35	Exterior Improvements	Division 32	Lump Sum	1		
36	Utilities	Division 33	Lump Sum	1		
Subtotal:						

Schedule "A" - Cash Allowance

Line Item	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Testing and Inspection	Lump Sum	1	\$5,000.0000	\$5,000.00
Subtotal:					\$5,000.00

Schedule "B" - Provisional Pricing

The provisional prices will not make up the Total Bid Price and will only be considered should the Town have budgetary restraints.

The provisional price will be implemented at the sole discretion of the Town.

The metal roof would be potential in substitution to the zinc roof work.

The western red cedar would be potential in substitution to the Accoyta wood siding.

Line Item	Description	Unit of Measure	Quantity	Bid Price *
1	Metal Roof	Lump Sum	1	
2	Western Red Cedar for Siding	Lump Sum	1	

Summary Table

Bid Form	Amount
Schedule "A" - Bid Price	
Schedule "A" - Cash Allowance	\$5,000.00
Subtotal Contract Amount:	

Bid Questions

Workplace Safety and Insurance Board account number:

GST/HST Registration number:

Specifications

Schedule "C" - Bidder's Senior Staff

Line Item	Name	Position	Qualifications & Experience
1			
2			
3			
4			
5			

Schedule "D" - Primary Contact Information

Please provide the contact information for the primary contact at your organization for this bid opportunity.

Primary Contact Name *	Telephone Number *	Email Address *

Schedule "E" - Alternate Products

Wherever the term "approved equal" is used within the Town Specifications, it is to be understood that reference to trade name, brand name, manufacturer's name, model number and/or catalogue number has been made solely for the purpose of indicating the minimum standard of quality required in material, workmanship and service. If any "approved equals" are being proposed within the Bid submission, the Bidder shall complete 'Schedule "F" – Alternate Products' within their electronic submission. The alternate products proposed shall meet or exceed the quality standards of the products specified and will be accepted at the absolute sole discretion of the Town.

If Bidders do not complete this table, the Bidder is deemed to have confirmed that the Bid submission pricing includes the products specified by the Town in the bid document.

We will not be submitting for Schedule "E" - Alternate Products

Line Item	Specification	Product Specified by Town	Alternate Product Proposed by Bidder	Website or Link to Alternate Information
1				
2				
3				
4				
5				
6				
7				
8				

Quote from Town Contractors

Description	Bid Document Compliance Confirmation *
Indicate if Bidder has obtained quotes from HVAC contractors listed from article 2.8.	<input type="radio"/> Yes <input type="radio"/> No *
Indicate if Bidder has obtained a quote from plumbing contractor listed from article 2.8.	<input type="radio"/> Yes <input type="radio"/> No *
Indicate if Bidder has obtained quotes from painting contractors listed from article 2.8.	<input type="radio"/> Yes <input type="radio"/> No *
Indicate if Bidder has obtained quotes from electrical contractors listed from article 2.8.	<input type="radio"/> Yes <input type="radio"/> No *

Schedule "F" - References

Bidders are to list three (3) references of completed projects of similar size and scope from the last seven (7) years. Bids which do not provide the reference information may be rejected.

All references stated shall be for the same or similar scope as the one described in this Bid.

For a newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below that you were not the "Contractor" for the named project and should clearly state whose past experience on the named project is relevant to that reference.

NOTE: The information provided below with respect to the Bidder's experience in similar Work, shall, once completed, be deemed by the Town to constitute references and by filling out the form below, the Bidder hereby authorizes the Town to contact any party set out below.

Line Item	Dates (To and From)	Firm Name	Contact Person	E-mail	Phone #	Description of Contract	Contract Value
1							
2							
3							

Schedule "G" - Subcontractors

The Bidder shall state all Sub-contractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Sub-contractor names for any Sub-contractor category in their list of Sub-contractors.

The Bidder shall state only one (1) Sub-contractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Sub-contractors within three (3) business days.

The following is a complete list of Sub-contractors that will be required in the performance of the work and that no additions, deletions or changes to this list will be permitted after closing of the RFT.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Subcontractor and/or Supplier	Address	Trade
1			
2			
3			
4			
5			

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Submission may be rejected.

The Bid Bond must be in the amount of 10% of the Total Bid Price lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally.

- Bid Bond * (mandatory)
- Agreement to Bond * (mandatory)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarian's with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.



I/WE agree to be bound by the declarations and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? **Yes** **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		