

The Corporation of the City of Windsor



EMERGENCY SEWER REPAIR

TENDER No. 141-25

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

Closing Date:

Friday, November 7, 2025 at Eleven-Thirty Fifty-Nine (11:30:59) a.m. (E.S.T)

EMERGENCY SEWER REPAIR

TENDER NO. 141-25

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BOOK II

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BOOK I – DIVISION 1

INSTRUCTIONS TO BIDDERS

SPECIAL INFORMATION TO BIDDERS

**EMERGENCY SEWER REPAIR
INSTRUCTIONS TO BIDDERS**

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1. INTRODUCTION

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

Contractors to provide quick access to various pieces of heavy construction equipment (including operators), labourers and materials that may be required in emergency situations (i.e. sewer failures, manhole repairs etc.) at various locations within the boundaries of the City of Windsor.

- 1.2 The rental prices tendered shall remain in effect for a period of one (1) year, commencing January 1, 2026, and terminating December 31, 2026.
- 1.3 The City will award a contract to all Bidders for their equipment listed in the Schedule of Unit Prices. Contractor selection will be made at the sole and unfettered discretion of the City Engineer based on work required.
- 1.4 Only those parties that were prequalified through the Prequalification 136-24 are eligible to participate in this RFT and submit a Bid. Submissions received from persons or entities who are not one of the Prequalified Bidders will be returned unopened.

The parties eligible to participate in this RFT (each a “Prequalified Bidder”) are (in alphabetical order):

- Amico Infrastructures Inc.
- D’Amore Construction (2000) Ltd.
- Danruss Contracting Inc.
- Rudak Excavating inc.
- SheaRock Construction Group Inc.

2. DEFINITIONS

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

- 2.1 **“All-Inclusive”** means including everything and, for the purposes of a price includes, without limitation, all costs, charges, fees and Disbursements and all other compensation and consideration whatsoever.
- 2.2 **“Bid”** means a Bidder’s response to this RFT, which is submitted and received through the Bidding System, in an unrestricted format.
- 2.3 **“Bidder”** means an individual, partnership or corporation participating in this RFT by submitting a Bid.
- 2.4 **“Bid Form”** means Bid Form and Schedule of Unit Prices that are supplied as part of the RFT and which are to be completed and confirmed by the Bidder and submitted back to the City in their entirety through the Bidding System.

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- 2.5 **“Bid Security”** means the security submitted by the Bidder with its Bid which provides financial protection to the City should the successful Bidder not enter into the Contract.
- 2.6 **“Bidding System”** means the electronic system used by the City for the advertisement of public bid opportunities at the following website: www.biddingo.com, and which is required to be used for all dissemination of information by or on behalf of the City and Bid submissions from Bidders for this RFT.
- 2.7 **“City”** means The Corporation of the City of Windsor and includes any of its designated employees, officials or agents who are engaged to represent the City in its capacity as owner of the project and also includes an employee designated to exercise discretion on behalf of the City.
- 2.8 **“Consultant”** means the consultant engaged to assist the City in the management of this RFT.
- 2.9 **“Contract”** means the written agreement to be entered into between the successful Bidder and the City or issuance of a purchase order.
- 2.10 **“Council”** means the municipal council of the City.
- 2.11 **“Disbursements”** means those costs, expenses and disbursements necessary for, as well as incidental to, the provision of services pursuant to, or required by the Contract which include, but are not limited to, insurance, bonding, software rights and licences and other intellectual property rights, plans, sketches, drawings, graphic representations, licence fees, levies, permits, and approvals, mileage, accommodations, telephone and other communications device charges (including long distances charges) transportation and fuel charges, postal and courier charges, all printing, binding, photocopying, paper document reproduction and other related expenses and all other things and incidentals necessary for completing the services in accordance with the Contract. All anticipated and foreseeable Disbursements are to be accounted for in the lump sum fixed price submitted in the Bid. No additional Disbursements will be paid by the City, except as otherwise specified in the Contract or as otherwise expressly agreed to in advance in writing by the City.
- 2.12 **“Irrevocability Period”** means the period of 60 days immediately following the Submission Deadline.
- 2.13 **“Purchasing By-law”** means City By-law 93-2012, A By-law of the City of Windsor Governing Purchasing Policies and Procedures (found at <https://www.citywindsor.ca/Documents/city-hall/by-laws-online/Purchasing%20Bylaw%2093-2012%20AMENDED%20-%20Final%202022.pdf> in effect on the Submission Deadline and as it may be amended from time to time.
- 2.14 **“Purchasing Department”** means the City’s Purchasing Department.
- 2.15 **“Qualification(s)”** means a modification or limitation such that the Bidder’s Bid is not fully compliant with the RFT requirements, or the Contract.

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- 2.16 **“Registered Bidder”** means a Bidder who has registered through the Bidding System and is listed on a Bidder’s list by paying any fees, providing any required Bidder information, and receiving this RFT. The Purchasing Department has the sole discretion to determine whether or not a Bidder is a Registered Bidder.
- 2.17 **“RFT”** means, as the context requires, this request for tenders process and the tender documents, including all Appendices and any addenda which may be issued.
- 2.18 **“Submission Deadline”** means November 7, 2025 at Eleven-Thirty Fifty-Nine (11:30:59) a.m. (E.S.T), as **received** by the Bidding System time (synchronized with any computer clock) during the upload / submission process.
- 2.19 **“Submission Location”** means through the Bidding System by electronic submissions only.
- 2.20 **“Total Tender Price”** means the All-Inclusive price in Canadian Funds based on estimated quantities provided in the Bid Form - Price Schedule as offered by the Bidder for the services contemplated for this RFT. The price excludes H.S.T. but includes all other taxes, freight and duties. For further clarity, the Total Tender Price must include any and all applicable tariffs, whether local or foreign, at the time of tender closing.

3. PROJECT OVERVIEW

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

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4. QUESTIONS AND CLARIFICATIONS

- 4.1 All questions and requests for clarification are to be made in writing and submitted to purchasing@citywindsor.ca using the subject line “**RFT NO. 141-25, Emergency Sewer Repair**” The City will review all questions and, if a response is warranted, the question and the response will be issued by way of written addendum to all Bidders through the Bidding System. The City may edit or rephrase the question or may not issue a response to any question which, in the City’s opinion, does not require a response.
- 4.2 Questions must be received by no later than **October 31, 2025** The City may, in its discretion, consider or respond to questions posed after this date, but is under no obligation to do so.
- 4.3 This RFT may only be amended by addendum. Information, clarification, responses or instructions provided in any other means regardless of setting or context are not binding on the City and should not be relied upon unless an addendum is issued.
- 4.4 Any addendum issued under this RFT will become part of the RFT and Bidders will be required to acknowledge addenda on the Bid Form.
- 4.5 Except for any communications made in accordance with Section 4.1, Bidders are not to contact:
- 4.5.1 any City staff;
 - 4.5.2 the Consultant; or,
 - 4.5.3 any member of City Council, including the Mayor.
- 4.6 Failure to abide by this paragraph may result in disqualification of the Bidder and rejection of its Bid.

5. ADDITIONAL TENDER REQUIREMENTS

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

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

5.1.1 “Approved Equivalent”:

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

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code and standards compliance, and colour of specified product(s). Confirm delivery of specified items prior to proposing alternates or equals.

5.1.2 Substitutions:

- (a) Bids for substitutions of product(s) and materials must be submitted in accordance with procedures specified in the following:
 - I. Description of proposed substitution, including detailed comparative specification of proposed substitution with the specified product(s);
 - II. Manufacturer's product data sheets for proposed product(s);
 - III. Confirmation of proposed substitution delivery, in writing by product manufacturer;
 - IV. Compliance with the building codes and requirements of authorities having jurisdiction.

5.2 The City will consider Tenders of equivalent deliverable(s) with different trademark or trade name, patent, copyright, design, type, specific origin, producer, or supplier that demonstrably fulfil the requirements of this solicitation.

If the proposed deliverable is different from the requirements listed in this solicitation, the Bidder shall provide an equivalent and demonstrate that the alternate shall satisfy the requirements of this solicitation, before the **Submission Deadline**.

6. LOBBYING AND COLLUSION

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

7. MANDATORY PRE-BID MEETING

- 7.1 A mandatory pre-bid meeting will not be held.

8. SITE EXAMINATION

- 8.1 Bidders are responsible to conduct any site examinations deemed necessary by the Bidder for the proper preparation of a Bid. Nothing in this RFT shall relieve the Bidders from undertaking all

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investigation and clarification on all matters related to this RFT. No allowance will be made for additional costs nor will any claim be considered in connection with conditions or circumstances that could have been reasonably ascertained by the Bidders had reasonable efforts been made prior to the Submission Deadline.

9. BID SECURITY

9.1 Bid Security not required.

9.2

10. PERFORMANCE SECURITY, LABOUR & MATERIAL SECURITY

10.1 Performance Security, Labour & Material Security not required.

11. Workplace Safety & Insurance Board Coverage

11.1 Attach to the Bid Form the following: W.S.I.B. Certificate of Clearance.

11.2 A W.S.I.B. Certificate of Clearance that is NOT considered to be valid will deem the Bid submission to be non-compliant and the submission will receive no further consideration.

11.3 Bidders should upload their W.S.I.B. Certificate of Clearance to the Bidding System, in the bid submission file labelled “**W.S.I.B. Certificate of Clearance**”.

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

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

The successful Contractor must have a valid W.S.I.B. Clearance and as proof will be required to submit a current Certificate of Clearance with Bid submission or upon request by the City.

In addition, the Contractor shall ensure that all Sub-Contractors provide W.S.I.B. clearance prior to undertaking work on this project and prior to final release of any sub-contracted work. The

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Contractor shall also be responsible for ensuring that all sub-contractors provide W.S.I.B. Clearance Certificates prior to release of holdback on this project.

12. INSTRUCTIONS FOR COMPLETING THE BID

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

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- 12.9 Any irregularity in the Bid contents, including the Bid Form, Bid Security and W.S.I.B. Certificate of Clearance, will be addressed in accordance with the Purchasing Bylaw, specifically, Schedule “B”.
- 12.10 Notwithstanding anything herein to the contrary, if any Bid contains technical errors or omissions which the City, in its sole and unfettered discretion deems to be a minor irregularity, the said Bidder may be asked by the City to acknowledge and/or clarify those minor irregularities prior to the award of the Contract. For greater certainty, the City may afford an opportunity to a Bidder to correct unintentional errors of form between the opening of Bids and the awarding of the Contract, and if it does so, the City shall afford the same opportunity to all Bidders.
- 12.11 Bidders shall obtain a breakdown from their sub-trades and/or sub-suppliers so the impact of Canadian tariffs, if any, can be properly determined, should they be the lowest compliant bidder. However, this information is not required with the bid submission.
- 12.12 Within two (2) business days of the closing date of the tender, the lowest compliant Bidder shall deliver to the City a completed schedule of tariff impacted items list of the products and/or material(s) that are subject to Canadian tariffs, if any, and the associated value of the applicable Canadian tariffs for each item. For further clarity, the City only requires the value of Canadian tariffs. Refer to the attached revised Appendix “A” for further details on Canadian tariffs.

13.DELIVERY OF BIDS

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

14.EVALUATION OF BIDS

- 14.1 Bids shall be evaluated in accordance with the Purchasing Bylaw and irregularities shall be addressed in accordance with Schedule B of the Purchasing Bylaw.

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- 14.2 Subject to all of its rights herein, including but not limited to paragraph 14.3 and Section 15, the City shall evaluate the Bids based on Total Tendered Price.

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

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

15. RIGHTS OF THE CITY

- 15.1 In addition to any other express rights or any other rights which may be implied in the circumstances, the City reserves the right to:
- 15.1.1 reject any and all Bids in accordance with the Purchasing Bylaw;
 - 15.1.2 reject all Bids and make no award under the RFT;
 - 15.1.3 cancel this RFT at any time up until Contract award;
 - 15.1.4 verify with any Bidder or with a third party any information contained in or submitted as part of the Bid;
 - 15.1.5 disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information relating to matters which the City, in its sole discretion, considers material;
 - 15.1.6 audit the services provided by the Bidder and the fulfillment of the Bidder’s obligations under the contract. The Bidder shall cooperate with such audit or audit process. The cost of any such audit (s) shall be at the City’s cost.

16. AWARD OF CONTRACT

- 16.1 The Contract shall be awarded by the delivery of written notice by email and/or facsimile to the successful Bidder and shall be contingent on the provision of all documents and materials in 16.4.
- 16.2 Contracts requiring the approval of Council shall be presented to Council during the Irrevocability Period.
- 16.3 Contract awards may be conditional on the approval of senior government agencies, including but not limited to the Ministry of the Environment. If an award is conditional on such approval, written notification of unconditional award be made upon receipt of the requisite approval.

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- 16.4 Within seven (7) business days of issuance of the written notice of unconditional award, the successful Bidder shall deliver to the City:
- 16.4.1 certified true copies of all insurance policies required by the Contract or certificates thereof; and
 - 16.4.2 bonding as and if required.
- 16.5 The Contract shall be prepared by the City and shall be in substantially the same form as the sample included and shall include all terms, conditions, requirements and obligations imposed by this RFT.
- 16.6 The successful Bidder shall execute the Contract and shall deliver the executed original to the City within seven (7) business days of the Bidder's receipt of the same.

17.LIMIT OF LIABILITY

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

18.BIDDER COSTS

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

19.CONFIDENTIALITY AND MFIPPA

- 19.1 All information provided by or obtained from the City in connection with this RFT is the sole property of the City and must be treated as confidential. Such information is not to be used for any purpose other than responding to this RFT. Upon conclusion of this RFT process, if requested by the City, Bidders shall return all information provided by the City or obtained by the Bidders within this RFT process.
- 19.2 By submitting a Bid, Bidders acknowledge that the contents of their Bid will be disclosed to the City's staff, advisors and Consultants, and may be disclosed to City Council. The City will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information (the "Confidential Material") however the City accepts no liability in the event that the Confidential Material, or any part of it, is disclosed even if the City, its advisors, staff, members of Council or Consultant or other person associated with the City may have been negligent with respect to such disclosure.

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- 19.3 Bidders are further advised that the City may be required to disclose parts or all of a Bid pursuant to the *Municipal Freedom of Information and Protection of Privacy Act* (the “Act”) Subject to the provisions of the Act, the City will use reasonable efforts to safeguard the confidentiality of any information identified by a Bidder as confidential, but shall not be liable in any way whatsoever to any Bidder if such information is disclosed based on an order or decision made under the Act or any other applicable legislation, including the *Municipal Act, 2001*.

20.PUBLIC STATEMENTS

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

21.CONFLICT OF INTEREST

- 21.1 Bidders must disclose in writing to the City, any present or potential conflicts of interest involving any member of City Council, staff, or consultant employed in any capacity by the city or any City agency, board or commission that:
- 21.1.1 has a direct or indirect financial interest in the award of the Contract to any Bidder;
 - 21.1.2 is currently employed by, or is a consultant to or under contract to a Bidder;
 - 21.1.3 is negotiating or has an arrangement concerning future employment or contracting with any Bidder; or,
 - 21.1.4 has an ownership interest in, or is an officer or director of any Bidder.
- 21.2 Subject to other rights in this RFT, the City reserves the right to reject a Bid from any Bidder having a conflict of interest in the project that, in the sole and unfettered discretion of the City, cannot be managed or minimized.

22.APPLICABLE LAW

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

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APPENDIX “A” – MANDATORY CONTRACT TERMS

DEFINITIONS

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

“Contract Documents” means: RFT 141-25 and amendments agreed upon between both parties.

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

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

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

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

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

“Working Day” means any day:

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

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

1. SUBSTANTIAL PERFORMANCE OF THE WORK

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

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

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

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

The Contractor acknowledges that the submittals described in this paragraph are critical to the Owner's use, occupancy and maintenance of the Work and the Contractor shall, within the earlier of (a) 30 days after the date of Substantial Performance of the Work; and (b) the Contractor's application for final payment, submit to the Consultant and/or the Corporation:

- i. all testing and balancing reports and spare parts, if any;
- ii. all shop drawings, if any;
- iii. all maintenance and operating manuals, instructions and materials, if any;
- iv. all specified warranties and guarantees and certificates, if any;
- v. all distribution system diagrams, if any; and
- vi. any other materials or documents required by the Contract Documents.

The Owner shall be at liberty and entitled to deduct from amounts otherwise payable to the Contractor an amount sufficient to cover the cost which the Owner would incur to have any of the submittals reproduced and/or a security for the obligation of the Contractor to deliver all of the submittals described above.

2. DEFICIENCY RECTIFICATION SECURITY

a) The Owner shall advise the Contractor in writing of:

- .1 any defects or deficiencies in the Work apparent to the Owner by reasonable inspection within 10 calendar days after the date of Substantial Performance of the Work; and
- .2 the amount required to correct the defects or deficiencies identified in .1, above, within 5 calendar days after giving the Contractor notice of the defects or deficiencies.

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- b) The Contractor shall, within 5 calendar days of receiving the information in (a) above, deliver to the Owner the greater of two (2) times the value identified by the Owner in (a), above, or \$5,000, in the following Deficiency Rectification Security:
 - .1 an irrevocable standby letter of credit in the form attached; or
 - .2 a certified cheque payable to the Owner,
- c) If the Contractor fails to deliver the Deficiency Rectification Security in the amount and form and by the date specified in paragraph (b) above, the Owner may deduct and retain the Deficiency Rectification Security amount from any amount owing to the Contractor, and such retained amount shall take the place of and shall become the Deficiency Rectification Security.
- d) All the defects or deficiencies identified in .1, above, shall be completed to the satisfaction of the Owner within 45 calendar days of receiving the information in (a) above, or a date mutually agreed upon should such defects or deficiencies not be completed within 45 calendar days due to circumstances beyond the Contractor's control. If the Contractor fails to complete the defects or deficiencies identified in .1, above, to the satisfaction of the Owner within 45 calendar days or the date mutually agreed upon, the Owner will use the Deficiency Rectification Security to cover the costs of correcting defects or deficiencies identified in .1, above, and defects or deficiencies in the Work, which appear prior to and during the warranty period which, unless otherwise specified in the Contract, is one year from the date of Substantial Performance of the Work.
- e) After the expiration of 45 calendar days or the date mutually agreed upon as referred to in (d) above, the Owner shall impose an administration cost in the amount of 5% of the value of any outstanding defects or deficiencies in the Work. The amount shall be deducted from the Deficiency Rectification Security, or such amount that may be remaining of same.
- f) The Owner reserves the right to hire a new contractor to complete the outstanding defects or deficiencies in the Work. The new contractor shall be paid from the Deficiency Rectification Security, or such amount that may be remaining of same. Should the Owner exercise this right, such right is in addition to any other rights or remedies available to it under the Contract.
- g) After all the defects or deficiencies in the Work are rectified, the Owner shall remit to the Contractor any Deficiency Rectification Security that has not been used in accordance with (d), (e), and (f) above.

3. PAYMENT

- 1. Subject to the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ZERO percent (0 %), the Owner shall:
 - a. make progress payments to the Successful Bidder on account of the contract price when due in the amount certified by the Owner together with such taxes as may be applicable to such payments, and

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

4. PROPER INVOICE FOR PROGRESS PAYMENT

1. In this contract a Proper Invoice for progress payment shall mean an application for payment made by the Successful Bidder that:
 - .1 is delivered to the Owner monthly by e-mail to chartford@citywindsor.ca and pwcrawfordbilling@citywindsor.ca ; and
 - .2 includes all of the following:
 - (1) the Successful Bidder's name and address and HST registration number;
 - (2) the date of the application for payment and the period during which the services and the materials were supplied;
 - (3) information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied;

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- (4) a description, including quantities where appropriate, of the services and materials that were supplied;
- (5) the name, title, telephone number and mailing address of the person to whom payment is to be sent;
- (6) the Successful Bidder's legal name, if different from the name set out .2(1) above;
- (7) copies of any Change Orders or Change Directives, if any, for which the Successful Bidder is claiming payment, together with all backup documentation;
- (8) certificates of insurance confirming the placement of the insurance coverage required by this Contract, unless all of the policies identified in certificates of insurance delivered as part of a prior Proper Invoice remain in full force and effect;
- (9) the monthly report required by **SUCCESSFUL BIDDER'S MONTHLY REPORTS**;
- (10) Microsoft Excel format for the quantities used in accordance with the Schedule of Unit Prices. In the form provided by the City prior to commencement of Work.

5. SUCCESSFUL BIDDER'S MONTHLY REPORTS

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

6. PROGRESS PAYMENT

- 1. Subject to the Owner's right to give notice of non-payment in accordance with the Construction Act (Ontario), as amended, the Owner will pay the amount payable under a Proper Invoice for progress payment no later than 28 days after the date the Owner receives the Proper Invoice. Provided that the Owner's obligation to make payment shall not arise unless and until the Successful Bidder's application for payment constitutes a complete Proper Invoice as provided

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in PROPER INVOICE FOR PROGRESS PAYMENT. For certainty, and without limitation, the Owner may refuse to pay all or any portion of the application for progress payment where:

- .1 the application does not comply with all of the requirements of a Proper Invoice in PROPER INVOICE FOR PROGRESS PAYMENT.
2. Payment by the Owner shall not preclude the Owner from thereafter disputing any of the items for which payment was made and shall not be construed as acceptance of any part of the Work.

7. PROPER INVOICE FOR FINAL PAYMENT

1. In this contract, a Proper Invoice for final payment shall mean an application for final payment made by the Successful Bidder that:
 - .1 is delivered to the Owner by e-mail to chartford@citywindsor.ca and pwcrawfordbilling@citywindsor.ca ; and
 - .2 includes all of the following:
 - (1) the Successful Bidder's name and address and HST registration number;
 - (2) the date of the application for payment and the period during which the services and the materials were supplied;
 - (3) information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied;
 - (4) a description, including quantities where appropriate, of the services and materials that were supplied;
 - (5) the name, title, telephone number and mailing address of the person to whom payment is to be sent;
 - (6) the Successful Bidder's legal name, if different from the name set out in .2(1) above;
 - (7) copies of any Change Orders or Change Directives, if any, for which the Successful Bidder is claiming payment, together with all backup documentation;
 - (8) certificates of insurance confirming the placement of the insurance coverage required by this Contract, unless all of the policies identified in certificates of insurance delivered as part of a prior Proper Invoice remain in full force and effect;
 - (9) any documents or materials listed as follows:
 - .1 all testing and balancing reports and spare parts, if any;
 - .2 all shop drawings, if any;
 - .3 all maintenance and operating manuals, instructions and materials, if any;
 - .4 all specified warranties and guarantees and certificates, if any;
 - .5 all distribution system diagrams, if any;
 - .6 all excess soil documentation, including final tracking spreadsheets and approved OPSF 180-3, if applicable;

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

- (11) the monthly report required by SUCCESSFUL BIDDER'S MONTHLY REPORTS;
- (12) Microsoft Excel format for the quantities used in accordance with the Schedule of Unit Prices. In the form provided by the City prior to commencement of Work.

8. FINAL PAYMENT

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

9. WITHHOLDING OF PAYMENT

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

10. NON-CONFORMING WORK

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

11. OWNER'S RIGHT TO MAKE CHANGES

1. The Owner, without invalidating the Contract, may make:
 - .1 changes in the Work consisting of additions, deletions or other revisions to the Work by Change Order or Change Directive, and
 - .2 changes to the project completion date and time for the Work, or any part thereof, by Change Order.
2. The Successful Bidder shall not perform a change in the Work without a Change Order or a Change Directive. The requirement that the Successful Bidder obtain a Change Order or a Change Directive is of the essence and it is the express intention of the parties that any claims by the Successful Bidder for a change in the contract price and/or project completion date and time shall be barred unless there is strict compliance with paragraph 1 – OWNER'S RIGHT TO

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MAKE CHANGES. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the Work, and no claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for damages or additional payment under this contract or a claim for an extension of the project completion date and time, or a claim for an amendment to the contract. Without limiting the generality of the foregoing, under circumstances of expediency, the Successful Bidder may proceed with a change in the Work without first obtaining a Change Order or a Change Directive where it has received from the Owner or the Owner's authorized representative some form of written or e-mail direction agreeing to the change.

3. The Successful Bidder agrees that its activities related to construction co-ordination, including but not limited to site conditions, site co-ordination, and the co-ordination of subcontractors and suppliers and the Work of the Owner's forces and/or other contractors, including the matters referred to in the following paragraph, shall not constitute a change in the Work and shall not entitle the Successful Bidder to an adjustment of the contract price or project completion date and time.
 - .1 The Successful Bidder shall perform the Work in accordance with modern practice and shall employ only good workmanship subject to specific requirements of the Contract Documents, and in accordance with applicable laws, ordinances, rules, regulations or codes relating to the performance of the Work. Without limiting the generality of the foregoing, the Successful Bidder is responsible for the intermeshing of the various parts of the Work so that no part shall be left in an unfinished or incomplete condition owing to any disagreement between Subcontractors, or between any of the Subcontractors and the Successful Bidder, or due to work performed by the Owner's own forces or other contractors, as to where the Work of one begins or ends with relation to the Work of the other.
4. The Owner from time to time may issue supplemental instructions solely for the purposes of clarifying drawings and specifications. The Successful Bidder shall not be permitted to apply costs against supplemental instructions, however, if the Successful Bidder believes a supplemental instruction will result in either a change to the contract price or project completion date and time, the Successful Bidder shall immediately advise the Owner.

12. AODA Customer Service Standard

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

Accessible Procurement

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

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

Accessible Customer Service Standard

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

Contractors shall ensure:

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

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

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

13. Canada Revenue Agency Regulation 105

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

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

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

14. No Smoking By-Law

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

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

15. City Right to Audit

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

16. Indemnification and Insurance:

The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Corporation, its officers, servant and agents, from and against all liability, losses or damages and from all actions, suits, claims, and demands whatsoever which may be made or brought against the Corporation, its officers, servants and agents by reason of or connected in any way with the execution and performance or maintenance of the said Work by the Contractor, its servants, agents, employees or subcontractors.

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

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

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

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

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

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

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

17. Conflicts and Omissions

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

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

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

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

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

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

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

If a Consultant has prepared documents on behalf of the City of Windsor for this Tender, in the event of any conflict in the content of front end language, the following order of precedence shall govern:

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- i) City of Windsor Instructions to Bidders, Bid Form and Bonding.
- ii) Consultant Prepared Documents.

Further, in the event of any conflict in the content of any documents prepared by the City of Windsor and those of the Consultant, The City of Windsor, as the Owner has the ultimate authority to determine which language will govern.

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

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

18. Non-Resident Contractor

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

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

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

19. Safety

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

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

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

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

20. Unavoidable Delay

If any Party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Agreement, as a result of any strike, labour dispute, inability to obtain labour or materials, Act of God, governmental restriction or governmental declaration of emergency, regulation or control, insurrection, sabotage, fire or other casualty or by any other event beyond the control of such party (herein called "**Unavoidable Delay**") then the time to perform such obligation, satisfy such condition or exercise such right or option shall be postponed by the period of time consumed by the Unavoidable Delay. Financial instability, inconvenience or embarrassment shall not be considered events causing Unavoidable Delay.

21. Termination Provisions

Event of Default An "**Event of Default**" constitutes any one or more of the following:

- a. the Proponent becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Proponent's existence or the liquidation of its assets;
- b. a trustee, receiver, receiver/manager, or a person acting in a similar capacity is appointed with respect to the business or assets of the Proponent;
- c. the Proponent fails to proceed to complete its obligations under this Contract in a diligent manner;
- d. the Proponent makes an assignment or other transfer of rights under this Contract other than in accordance with the provisions of this Contract; or
- e. the Proponent fails to observe or perform any of the terms, covenants or conditions of this Contract and such failure to observe or perform is not remedied within 5 days of written notice of such failure.

Remedies If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Contract or otherwise at law, the City has the following rights and remedies which are cumulative and not alternative:

- a. to terminate this Contract upon written notice, and in such case the City has no obligation to pay any sums to the Proponent whether in equity or otherwise, and the City is entitled to retain any partial provision of the products or services provided to it by the Proponent as at the date of termination;
- b. to remedy or attempt to remedy any default under this Contract. The Proponent will pay to the City all expenses incurred by it in connection therewith; and
- c. to recover from the Proponent all damages, costs and expenses, including legal costs on a complete indemnity basis, as a result of the Event of Default. The Proponent expressly acknowledges that notwithstanding anything to the contrary, the City is not

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obligated to mitigate its damages, and that the Proponent is hereby estopped from making any such claim.

Remedies Cumulative and Not Exhaustive Notwithstanding any other provision of this Contract, the City may from time to time resort to any or all of the rights and remedies available to it in an Event of Default hereunder, either by any provision of this Contract, by statute or by common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Contract as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the City by statute or common law.

22. Tariffs Included in Contract Price

To the extent that the Contractor is importing products and/or materials, and any existing tariffs included in the Contract Price have been modified after bid closing, then the following shall apply:

- .1 **Notification of Price Impact of Canadian Tariffs.** The Contractor shall notify the City of the price impact of any Canadian tariffs that have either increased or decreased. Such notice shall include:
 - (a) A detailed description of the modified tariffs, including the rates, amounts and specific products and/or materials affected; and
 - (b) Supporting documentation demonstrating the direct impact of the modified tariffs on the Contract.
- .2 **Efforts to Mitigate Increased Canadian Tariffs.** The Contractor shall take reasonable measures to mitigate the impact of any increase to Canadian tariffs, including but not limited to:
 - (a) Identifying and recommending cost-effective alternatives that comply with the Contract Documents (the “**Alternative Products**”);
and
 - (b) Exploring and implementing other reasonable measures to avoid or minimize related costs.
If no Alternative Products are available, the Contractor shall provide a written explanation to the City, supported by evidence of the Contractor’s efforts to source alternatives.
- .3 **Proposal Submission of Increased Canadian Tariff Proposal.** The Proposal Submission shall include:
 - (a) Documentation of the direct costs reasonably incurred solely due to any increase in tariffs;
 - (b) A proposed adjustment to the Contract Price, limited to such documented costs, if the Contractor continues with the imported products and/or materials at the increased price;
 - (c) A cost-benefit analysis comparing the use of imported products and/or materials with Alternative Products, if available; and
 - (d) Any additional information reasonably requested by the City.
- .4 **City’s Decision.** On receipt of the Proposal Submission, the City shall promptly provide written direction to the Contractor to:
 - (a) Proceed with the imported products and/or materials or the Alternative Products, as recorded in a Change Order; or
 - (b) Submit additional information or clarification to facilitate the City’s decision.
The Contractor shall provide the City with any additional information requested.
- .5 **Limitations on Contract Price Adjustment.** Any adjustment to the Contract Price on account of modified Canadian tariffs shall be as follows:

EMERGENCY SEWER REPAIR

- (a) If the tariffs are modified in any way that result in a net increase in the Contractor's direct costs, the Contract Price shall be increased by the amount of such net increase; or
- (b) If the tariffs are modified in any way that result in a net decrease in the Contractor's direct costs, the Contract Price shall be decreased by the amount of such net decrease.

Any adjustment shall be strictly limited to the actual, demonstrable, substantiated, and auditable direct costs either reasonably incurred or avoided by the Contractor, as applicable, and shall exclude any percentage fee for overhead and profit.

23. New Tariffs

To the extent that the Contractor is importing products and/or material, and any Canadian tariffs are placed upon such products and/or materials after bid closing, then the following shall apply:

- .1 Notification of Price Impact of New Canadian Tariffs. The Contractor shall notify the City of the price impact of new Canadian tariffs. Such notice shall include:
 - (a) A detailed description of the tariffs, including the rates, amounts and specific products and/or materials affected; and
 - (b) Supporting documentation demonstrating the direct impact of the tariffs on the Contract.
- .2 Efforts to Mitigate New Canadian Tariffs. The Contractor shall take reasonable measures to mitigate the impact of the new Canadian tariffs, including but not limited to:
 - (a) Identifying and recommending cost-effective Alternative Products; and
 - (b) Exploring and implementing other reasonable measures to avoid or minimize related costs.If no Alternative Products are available, the Contractor shall provide a written explanation to the City, supported by evidence of the Contractor's efforts to source alternatives.
- .3 Proposal Submission of New Canadian Tariff Proposal. The Proposal Submission shall include:
 - (a) Documentation of the direct costs reasonably incurred solely due to the tariffs;
 - (b) A proposed adjustment to the Contract Price, limited to such documented costs, if the Contractor continues with the imported products and/or materials;
 - (c) A cost-benefit analysis comparing the use of imported products and/or materials with Alternative Products, if available; and
 - (d) Any additional information reasonably requested by the City.
- .4 City's Decision. On receipt of the Proposal Submission, the City shall promptly provide written direction to the Contractor to:
 - (a) Proceed with the imported products and/or materials or the Alternative Products, as recorded in a Change Order; or
 - (b) Submit additional information or clarification to facilitate the City's decision.The Contractor shall provide the City with any additional information requested.
- .5 Limitations on Contract Price Adjustment. Any adjustment to the Contract Price on account of new Canadian tariffs shall be as follows:
 - (a) If the new tariffs or any modification therein, result in a net increase in the Contractor's direct costs, the Contract Price shall be increased by the amount of such net increase; or
 - (b) If, throughout the term of the Contract, any modification to the new tariffs result in a net decrease in the Contractor's direct costs, the Contract Price shall be decreased by the amount of such net decrease.Any adjustment shall be strictly limited to the actual, demonstrable, substantiated, and auditable direct costs reasonably incurred or avoided by the Contractor, as applicable, and shall exclude any percentage fee for overhead and profit.

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APPENDIX “B” - HEALTH, SAFETY AND WORKPLACE VIOLENCE AND HARASSMENT ACKNOWLEDGEMENT FORM

All work performed under this Bid must be carried out in accordance with the terms and conditions of the OCCUPATIONAL HEALTH & SAFETY ACT, R.S.O. 1990, as amended and any other applicable legislation. Furthermore, all pertinent safety rules and regulations of the City must be followed. The City reserves the right to obtain the Health and Safety records from the appropriate Ontario Government Ministry of the selected Bidder and may determine its selection of the successful Bidder based upon these records. Responsibility for compliance with the Act and Regulations rests exclusively with the Bidder and may be subject to the scrutiny of the City. Regulations are available from the Ministry of Labour offices.

Failure to comply with Safety Regulations, as set out above, may result in the immediate cancellation of this contract. The successful Bidder shall become familiar with the City’s Health & Safety policies and procedures, and shall be required to submit a copy of their company Health & Safety procedures. All work performed must comply with WHMIS Legislation & Regulations.

I acknowledge that I understand my responsibilities under the Occupational Health & Safety Act, R.S.O. 1990, as amended, and agree that all workers under my employment will comply with this Act and all other applicable regulations. I acknowledge that willful or persistent violations of the *Occupational Health and Safety Act* and Regulations for this service, will be cause for termination of service.

The City maintains a zero-tolerance approach to all forms of workplace violence and harassment. The Contractor, its employees, servants and agents shall abide by all policies and procedures established by the City in respect of the prevention of workplace violence and harassment, including but not limited to the Workplace Violence and Workplace Harassment policies. All such policies will be provided by the City to the Contractor at the Contractor’s request.

Signed _____ (Authorized Agent) _____
Name Printed

(Company Name)

(Address)

-END OF APPENDIX “B”-

EMERGENCY SEWER REPAIR

APPENDIX “C” – NAMED SUBTRADES POLICY

1. The nature of the relationship between the General Contractor and its subcontractors are not the responsibility of the City and the City will not intervene or participate in this relationship. The City supports and encourages fair practice between General Contractors and Subcontractors and is implementing this policy regarding named subtrades in order to facilitate the enforcement of subtrade relationships.
2. The City will continue, in its discretion, to conduct prequalification processes for subtrades for certain undertakings and may require the use of only prequalified subtrades by suppliers in responding to the solicitation.
3. The City may, in its discretion, require the naming of certain subtrades in its solicitation document.
4. If a solicitation document requires a subtrade listing be provided, that list is considered material to the response.
5. A required subtrade listing in a tender response must be properly completed. Areas left blank or containing more than one subtrade where only one subtrade is requested will render a response non-compliant.
6. The use of “to be determined”, “to be confirmed” or any variant thereof will render a response non-compliant.
7. When “own forces” is listed, the City may confirm the capacity of the bidder to utilize its own forces in conducting the work. The City shall exercise its own judgment and in so doing its determination shall be final.
8. At a public tender opening, the names of required subtrades shall be read out.
9. The City will continue to reserve the right to permit substitutions when requested by the General Contractor if such a substitution is in the best interests of the City in its sole and absolute discretion and applying business principles pertaining to its interest.

-END OF APPENDIX “C”-

Vendor General Information

To sign up for EFT (CAD only), email EFTVendor@citywindsor.ca

Vendor Number: _____

Request Type

New Vendor

Vendor Change

Type of Vendor Change

Name

Address

Name & Address

Company Structure

All the Above

Other

For a Vendor Change, Provide Old Information Here (former name, address, etc.); Explain

Payment Currency

CAD

USD

Classification

Supplier

Employee

Attorney

Tax Number

(Required if available, even if the transaction is HST/tax exempt)

Tax Type

HST

Charitable Organization

Other

TIN (U.S., provide W-9 form)

HST/Tax Exempt:

For Other, Please Specify:

Complete Name For Payment Purposes

Notes: (1) Vendor's complete remittance name on the vendor's invoice (attach invoice example if possible)

(2) For a person's name, use the complete legal first name, not a short form (e.g., use Christopher instead of Chris)

(3) For a numbered company, provide the business operating name & address

Name 1:

(Last name, First name for a person), (Maximum 40 characters)

Name 2:

(Use only if needed)

(Last name, First name for a person), (Maximum 40 characters)

Numbered Co. Operating Name & Address:

Legal Name to be Used for Validation Purposes Only

(If payment name provided above is not registered with HST/tax #, provide the vendor name registered with the HST/tax # here): [attach support](#)

Legal Name: _____

Corporate Name and Address

(If different from payment information and not already provided on this form)

Name: _____

Address: _____

City: _____

Province/State: _____

Country: _____

Postal Code/ZIP: _____

Ordering Name and Address

(If different from payment information and not already provided on this form)

Name: _____

Address: _____

City: _____

Province/State: _____

Country: _____

Postal Code/ZIP: _____

Payment Address

(Maximum of 55 characters per Address Line)

Address Line 1: _____

Address Line 2: _____

Address Line 3: _____

City: _____

Province/State: _____

Country: _____

Postal Code/ZIP: _____

Contact Information

Contact Name: _____

Business Title: _____

Telephone #: _____

Email Address: _____

Note/Other: _____

**City of Windsor
Public Works Department – Operations Branch**

**2026 EMERGENCY SEWER REPAIR
TENDER NO. 141-25**

SPECIAL INFORMATION TO TENDERERS

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1. Location of Work

The work shall be mainly of a maintenance type and the location shall be anywhere within the limits of the City of Windsor, apart from trucks which may be called upon to haul to and from various points outside the City.

2. Term of Contract

Only the following parties that were prequalified through Prequalification 136-24 are eligible to participate in this RFT and submit a Bid:

- Amico Infrastructures Inc.
- D'Amore Construction (2000) Ltd.
- Danruss Contracting Inc.
- Rudak Excavating inc.
- SheaRock Construction Group Inc.

The rental prices tendered shall remain in effect for a period of one (1) year, commencing January 1, 2026, and terminating December 31, 2026. Annual tenders will be issued through 2027.

3. Equipment and Maintenance & Inspection

Equipment shall be in excellent working condition and always properly maintained to the satisfaction of the City Engineer. All costs associated with maintenance, repairs, and the supply of fuel and oil shall be the responsibility of the contractor.

The City reserves the right to inspect all equipment prior to and during the contract period. At the request of the Manager of Maintenance, the Contractor shall deliver the required piece of equipment to the Public Works Department Garage, at 1531 Crawford Avenue, for inspection. All resulting downtime expenses related to this requirement shall be borne by the tenderer. The resulting evaluation of the inspected equipment will determine the acceptability of the unit. Any equipment deemed unsuitable may result in cancellation of the contract with the contractor providing that piece of equipment.

4. Fair Wage Schedule

All wages paid on any rentals in this tender shall be in keeping with Ontario Ministry of Labour Fair Wage Schedule Road and Highway Construction, Windsor Zone.

5. Hours of Work

Hours of work shall include regular working hours during business days. There may be occasions where increased hours are required and/or work outside of regular hours, which may include work on weekends and/or holidays. The price bid in the Schedule of Unit Prices shall be full compensation for the rental of the equipment, including the operator, regardless of when the work takes place. No further payment shall be made regardless of overtime hours, weekend, nighttime and/or holiday work.

6. Vehicle Registration

Contractors shall submit to the City of Windsor photocopies of vehicle registration and current insurance coverage for trucks, and other equipment. A certified copy of Automobile Liability Insurance in respect of licensed vehicles and equipment of not less than \$2,000,000 inclusive per occurrence covering all licensed vehicles owned or leased by the Contractor, **shall be submitted with tender.**

7. Contractor Selection

Contractor selection will be made at the sole discretion of the City Supervisor based on the work required, size of sewer repair, and the availability of the Contractor to perform the work in the time period required by the City. Contractors shall be required to complete work and sewer repair for various sizes/depths, including sewer diameters larger than 900mm, and/or greater than 6m in depth.

For any projects requiring several pieces of rented equipment, the City of Windsor reserves the right to hire entirely from one contractor. The basis of selection will be by the work required; the experience of the contractor related to the work required; and the contractor's ability to supply the equipment in the timeframe determined.

8. Method of Payment

Contractors shall submit to the City of Windsor's Supervisor in charge of the work where the equipment is involved, daily time slips indicating the equipment/labour used and the hours worked, as agreed with the City's Supervisor. The supervisor will retain the original for the City's files and return a copy to the contractor.

The contractor will be responsible to submit an invoice to the Corporation once the work is completed at any particular work site. The invoice shall include the following minimum information:

- Contractor's name (must match that submitted under this tender)
- Invoice number
- Invoice date
- Contract purchase order number (issued under this tender)
- Reference to Tender No.
- Name of the City Supervisor that requested the work
- Date the work was performed
- Location of the work
- Detailed hours and rates for the labour & equipment used
- All materials used and their origin locations
- Location of disposed material

9. Substitute Equipment

Should any particular piece of equipment submitted under this tender be unavailable when requested, the Contractor may propose the use of an alternative piece of equipment. In this case, the equipment must meet or exceed the capacity of the equipment requested. The Maintenance Coordinator shall have the final decision as to whether or not the substitute equipment meets or exceeds the requirements.

IN NO CASE SHALL THE CONTRACTOR BE PAID MORE THAN THE RATE SUBMITTED FOR THE REQUESTED EQUIPMENT.

10. Truck Rentals

Trucks provided for rental under this tender shall be maintained in good working condition and be fully licenced and inspected under the provisions of the Highway Traffic Act, R.S.O. 1990, c. H8. Each vehicle's Commercial Motor Vehicle Inspection shall be current when provided for use under this tender.

11. Travelling Time

Any equipment that must be floated to the job site will be paid one (1) hour travelling time regardless of the location within the City of Windsor limits. The one hour travelling time payment will be based on the rental rate of the piece of equipment being floated and will be compensated in full for the floating of the equipment to and from the job site. Trucks, backhoes, concrete breakers, etc. will be allowed no travelling time and all travelling time costs for those units will be considered incidental to the hourly rate bid.

12. Stand-by Equipment

The Contractor shall note that where a piece of equipment is required by the City's Supervisor to be on site but is not being used, the Operator rate will be deducted from the hourly rate bid for that piece of equipment while it is on standby at the work site.

13. Worker Supervision

When requested to work under this tender, the Contractor shall be given an initial scope of work by the City's Supervisor and the requested equipment to undertake that scope of work.

AT ALL TIMES the Contractor shall be considered the Constructor, as defined by the Occupational Health and Safety Act, R.S.O. 1990 (the "Act"). To that end, included in the Schedule of Unit Prices is an item for a supervisor. Where required by the Act the Contractor shall provide an on-site competent supervisor as defined by Act for the work that is being undertaken. The Contractor's supervisor shall be responsible for the safety and supervision of all workers (labourers, operators, etc.) working on the site.

All costs associated with the supervision of the Contractor's equipment and workers shall be included in the unit rates bid. Where a supervisor is required by the Act, the Contractor will be paid at the hourly rate bid for the supervisor provided. Where the required Supervisor

is the operator of a piece of hired equipment, the hourly rate bid for an equipment operator will be deducted from the hourly rate for that piece of equipment.

No travel time shall be paid for the supervisor, labourer or flag person.

14. Disposal of Materials

All materials determined to be excess by the City Supervisor, including but not limited to, earth and rock excavation, broken concrete, rubble and broken asphalt, shall be removed by the Contractor. The Contractor shall make their own arrangement as to disposal (see exception below), but must always comply with Federal, Provincial, and Municipal Regulations.

The cost of removal and disposal of excess materials will be paid for based on unit prices submitted. Concrete/asphalt shall be recycled, and the City will only pay trucking fees for these loads. Soil removal will be paid by the full load as per the Schedule of Unit Prices.

The City may at anytime determine the dumping location and the Contractor will be paid for trucking costs to the selected dump site.

15. Road and Boulevard Restoration

Any work within hard surfaces shall be repaired with temporary cold patch, unless requested otherwise by the City. The site shall be made safe for all public uses prior to the Contractor exiting the work site. Boulevard restoration will be completed with seed.

16. Access to Properties

The Contractor will be required to maintain continuous access to residential properties during the progress of the work. In the event this is not possible, coordination with the property owner shall be required.

17. Daily Cleanup

The Contractor shall be required to remove mud tracked into the traveled roadway immediately. All materials, earth, or debris which falls out of trucks or from the Contractor's own vehicles, their sub-contractors vehicles, and supplier's vehicles on roadways, sidewalks, and bridges used as a route between sources of material and the site as well as between disposal areas and the site shall be the sole responsibility of the Contractor, and no payment will be made for such work.

18. Utilities

It is the Contractor's responsibility to contact the Utility Companies for information about any utilities, and to exercise the necessary care in construction operations or take other precautions to safeguard the Utility Company from damage. The cost of all damages to utilities both overhead and underground caused by the Contractor's operations shall be borne by the Contractor.

19. Traffic Control Requirements

The Contractor shall, and at their own expense, provide, erect and maintain adequate traffic protection signs, barricades and lights in accordance with the requirements of the City of Windsor to ensure safety to the public, and the smooth flow of traffic. They shall designate an employee to be responsible for the protection devices at night from sunset to sunrise. The Contractor shall be held responsible for all accidents or expenses arising by reason of neglect or failure to comply with this clause.

Traffic Control shall be in conformity with the procedure outlined in 'The Occupational Health & Safety Act, 1972 and Regulations for Construction Projects' and 'The Ontario Traffic Control Manual, Book 7'. Twenty-four (24) hours prior to commencing work, the proposed traffic control will be discussed and reviewed by the City. In addition, as required by the Occupational Health & Safety Act, the Contractor shall prepare a Traffic Protection Plan which shall be presented to the City of Windsor **FOR INFORMATION ONLY**, prior to any work being undertaken.

The cost for all traffic control shall be incorporated in the submitted unit prices, except for flag persons and for solar message boards. Flaggers will only be paid when required as per the TCP and paid for when they are being utilized.

Concrete traffic barriers will be paid for when required by the TCP. In the event they are needed the unit rate will be paid, which shall include installation and removal (per meter).

20. Materials

Materials and supplies required for the repairs will be purchased through an already existing City of Windsor approved supplier with an existing City account when possible. If time or availability does not allow for this, the City will pay FOB and at a Time and Material bases, except catch basin frame and covers, which will be supplied by the Corporation.

21. Miscellaneous Equipment and Materials

No payment will be made for any small miscellaneous materials or tools (saws, hammer, shovel, plugs, compressors etc.) necessary to complete any sewer repair.

BOOK I – DIVISION 2

BID FORM (Including Schedule of Unit Prices)

EMERGENCY SEWER REPAIR

BID FORM

TO: The Corporation of the City of Windsor
Attention: Purchasing Department
400 City Hall Square East,
Suite 403,
Windsor, ON N9A 7K6

Registered Legal Name of Bidder:

Please provide proof of legal name by submitting a copy of one of the following to be included and attached to this Bid Form;

- a) First page of Articles of Incorporation
- b) If applicable, first page of articles of Amendment;
- c) If applicable, first page of Profile Report; or,
- d) Certificate of Status

Business Address:

Phone: _____

Fax: _____

HST Registration Number: _____

Contact name for future correspondence and inquiries:

Name and Title _____

Telephone _____ Fax _____

Email _____

EMERGENCY SEWER REPAIR

We have read and we fully understand the requirements of the RFT, including the Contract and any addenda issued by the City. We acknowledge that the RFT includes an offer from the City to enter the Bidding Contract. We also acknowledge that, by submitting a Bid which complies with the requirements of this RFT, we accept that offer.

DEFINITIONS

Unless otherwise defined in this Bid Form, capitalized terms and expressions used in this Bid Form shall have the meanings assigned to them in the Instructions to Bidders.

TOTAL TENDER PRICE

Having carefully examined the RFT, including all of the Appendices and including addendum number(s) _____, having fully investigated and ascertained the conditions, circumstances and limitations affecting the Project, we offer to enter into the Contract with the City based on our attached Schedule of Unit Prices

We acknowledge and agree that all pricing shown in the attached Schedule of Unit Prices:

- (a) excludes the Harmonized Sales Tax (HST) but includes all other taxes, freight, duties and all applicable tariffs, whether local or foreign, at the time of tender closing;
- (b) will remain firm for a period of one (1) year commencing January 1, 2026 and terminating December 31, 2026 and will be called on an as and when required basis, as directed by the City at the City's sole and unfettered discretion;
- (c) are stated in Canadian Funds only.

SUPPORTING DOCUMENTS

We have completed and enclosed the attached documents provided with the Bid Form which are included in and form part of this Bid.

SECURITY DOCUMENTS

- A. We have attached the **Digital bid bond** required by section 9 of the Instructions to Bidders.
- B. We have confirmed our ability to provide Contract Bonding as required by section 10 of the Instructions to Bidders.
- C. We have included a valid and current W.S.I.B. Certificate of Clearance as required by section 11 of the Instructions to Bidders
- D. We acknowledge that the costs of all bonds are included in our Total Tender Price.
- E. We acknowledge that quantities on Price Schedules are considered to be on a "More or Less" basis, and may not necessarily be exact, therefore the quantities shown in this Tender are strictly for the purpose of extending unit prices and arriving at a final figure for comparison between tenders.

EMERGENCY SEWER REPAIR

DECLARATIONS

- A. We declare that our Bid is made with no Qualification(s).
- B. We declare that our Bid is not made in connection with any other Bidder and is, in all respects, fair and made without collusion or fraud.
- C. We declare that our Bid complies with any applicable fair wage practices.
- D. We acknowledge and agree that our Bid is irrevocable and open for acceptance by the City for a period of sixty (60) days starting from the day after the Submission Deadline.
- E. THE bidder confirms that no person employed by the City in any capacity:
- (a) has a direct or indirect financial interest in the award of the Contract to the Bidder;
 - (b) is currently employed by, or is a consultant to or under contract to the Bidder;
 - (c) is negotiating or has an arrangement concerning future employment or contracting with the Bidder;
 - (d) has an ownership interest in, or is an officer or director of the Bidder
- F. We acknowledge and agree that, if awarded the Contract, we will:
- (a) sign the Contract and deliver the executed original to the City within seven (7) business days of our receipt of the same;
 - (b) deliver to the City, within seven (7) business days of executing the Contract:
 - (i) the bonds required by the Contract;
 - (ii) proof of all insurance required by the Contract;
 - (iii) our health and safety policy for the Project.

We acknowledge and agree that we will be in breach of the Bidding Contract if we fail to comply with any of the above.

Signed and submitted for and on behalf of:

BIDDER

DATE

SIGNATURE

Name and Title

I have authority to bind the Bidder named above

**CITY OF WINDSOR
PUBLIC WORKS DEPARTMENT - OPERATIONS BRANCH
TENDER NO. 141-25
2026 EMERGENCY SEWER REPAIR
SCHEDULE OF UNIT PRICES**

TRUCKS - TANDEM AXLE, TRI-AXLE

MAKE	YEAR	G.V.W.	VOLUME OF BOX (CU. YD.)	HOURLY RATE (INCLUDING OPERATOR)
				\$
				\$
				\$
				\$
				\$
				\$

OWNER:

ADDRESS:

**TELEPHONE
NO.:**

FAX NO.:

**CONTACT
NAME:**

**CONTACT
TELEPHONE
NO.:**

**CITY OF WINDSOR
PUBLIC WORKS DEPARTMENT - OPERATIONS BRANCH
TENDER NO. 141-25
2026 EMERGENCY SEWER REPAIR
SCHEDULE OF UNIT PRICES**

ROAD GRADERS - RUBBER TIRED, 120 H.P. MINIMUM

MAKE	YEAR	HORSEPOWER	HOURLY RATE (INCLUDING OPERATOR)
			\$
			\$
			\$
			\$
			\$
			\$

OWNER:

ADDRESS:

**TELEPHONE
NO.:****FAX NO.:**

**CONTACT
NAME:**

**CONTACT
TELEPHONE
NO.:**

**CITY OF WINDSOR
PUBLIC WORKS DEPARTMENT - OPERATIONS BRANCH
TENDER NO. 141-25
2026 EMERGENCY SEWER REPAIR
SCHEDULE OF UNIT PRICES**

BULLDOZERS - MINIMUM 136 H.P., TILT & ANGLE BLADE

MAKE	YEAR	MODEL	HORSE POWER	BLADE WIDTH	HOURLY RATE (INCLUDING OPERATOR)
					\$
					\$
					\$
					\$
					\$
					\$

OWNER:

ADDRESS:

**TELEPHONE
NO.:**

FAX NO.:

**CONTACT
NAME:**

**CONTACT
TELEPHONE
NO.:**

**CITY OF WINDSOR
PUBLIC WORKS DEPARTMENT - OPERATIONS BRANCH
TENDER NO. 141-25
2026 EMERGENCY SEWER REPAIR
SCHEDULE OF UNIT PRICES**

FRONT END LOADERS - RUBBER TIRED, 3 CU.YD. BUCKET MINIMUM

MAKE	YEAR	BUCKET SIZE (CU.YD.)	HOURLY RATE (INCLUDING OPERATOR)
			\$
			\$
			\$
			\$
			\$
			\$

OWNER:

ADDRESS:

**TELEPHONE
NO.:**

FAX NO.:

**CONTACT
NAME:**

**CONTACT
TELEPHONE
NO.:**

**CITY OF WINDSOR
PUBLIC WORKS DEPARTMENT - OPERATIONS BRANCH
TENDER NO. 141-25
2026 EMERGENCY SEWER REPAIR
SCHEDULE OF UNIT PRICES**

BACKHOES - RUBBER TIRED, 1/2 CU.YD. BUCKET MINIMUM

MAKE	YEAR	BUCKET SIZE (CU.YD.)	EXCAVATING DEPTH CAPACITY (FT.)	HOURLY RATE (INCLUDING OPERATOR)
				\$
				\$
				\$
				\$
				\$
				\$

OWNER:

ADDRESS:

**TELEPHONE
NO.:**

FAX NO.:

**CONTACT
NAME:**

**CONTACT
TELEPHONE
NO.:**

**CITY OF WINDSOR
PUBLIC WORKS DEPARTMENT - OPERATIONS BRANCH
TENDER NO. 141-25
2026 EMERGENCY SEWER REPAIR
SCHEDULE OF UNIT PRICES**

HYDRAULIC EXCAVATORS - TRACK MOUNTED, 3/4 CU.YD. - 2 CU.YD. BUCKET

MAKE	YEAR	BUCKET SIZE (CU.YD.)	EXCAVATING DEPTH CAPACITY (FT.)	HOURLY RATE (INCLUDING OPERATOR)
				\$
				\$
				\$
				\$
				\$
				\$

OWNER:

ADDRESS:

**TELEPHONE
NO.:**

FAX NO.:

**CONTACT
NAME:**

**CONTACT
TELEPHONE
NO.:**

**CITY OF WINDSOR
PUBLIC WORKS DEPARTMENT - OPERATIONS BRANCH
TENDER NO. 141-25
2026 EMERGENCY SEWER REPAIR
SCHEDULE OF UNIT PRICES**

SKID STEER LOADERS

MAKE	YEAR	BUCKET SIZE (CU.YD.)	BUCKET WIDTH (INCHES)	HOURLY RATE (INCLUDING OPERATOR)
				\$
				\$

VACCUUM EXCAVATORS

MAKE / MODEL	YEAR	NO. OF AXLES	HOURLY RATE (INCLUDING OPERATOR)
			\$
			\$

OWNER:

ADDRESS:

TELEPHONE
NO.:

FAX NO.:

CONTACT
NAME:

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TENDER NO. 141-25
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BACKHOE MOUNTED DEMOLITION HAMMER

MAKE / MODEL	YEAR	HOURLY RATE (INCLUDING OPERATOR)
		\$
		\$

DROP HAMMER

MAKE / MODEL	YEAR	HOURLY RATE (INCLUDING OPERATOR)
		\$
		\$

OWNER:

ADDRESS:

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TENDER NO. 141-25
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TRACTOR / SKIDSTEER MOUNTED SWEEPER

MAKE / MODEL	YEAR	HOURLY RATE (INCLUDING OPERATOR)
		\$
		\$

VACCUUM SWEEPER

MAKE / MODEL	YEAR	HOURLY RATE (INCLUDING OPERATOR)
		\$
		\$

OWNER:

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TENDER NO. 141-25
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CRASH ATTENUATION - MINIMUM 100KM/HOUR RATED

MAKE / MODEL	YEAR	MOUNT (TRUCK / TRAILER)	HOURLY RATE (INCLUDING OPERATOR)
			\$
			\$

SKIDSTEER WITH MILLER ATTACHMENT

MAKE / MODEL	YEAR	MILLING WIDTH CAPABILITY	HOURLY RATE (INCLUDING OPERATOR)
			\$

MISCELLANEOUS OTHER / SPECIALIZED EQUIPMENT

MAKE / MODEL / DESCRIPTION	HOURLY RATE (INCLUDING OPERATOR)
	\$
	\$

OWNER:

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TENDER NO. 141-25
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MISC

DESCRIPTION	RATE
FLASHING ARROWBOARD	\$ /DAY
PORTABLE VARIABLE MESSAGE BOARD	\$ /DAY
PICK-UP TRUCK W/DRIVER	\$ /HOUR
FLAGPERSON	\$ /HOUR
LABOURER	\$ /HOUR
EQUIPMENT OPERATOR	\$ /HOUR
SUPERVISOR	\$ /HOUR
FULL LOAD DUMP	\$ /LOAD
2 INCH SUBMERSIABLE PUMP	\$ /HOUR
3 INCH SUBMERSIABLE PUMP	\$ /HOUR
TRAFFIC CONCRETE BARRIER (supply,install, remove)	\$ /M

OWNER:

ADDRESS:

TELEPHONE
NO.:

FAX NO.:

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NAME:

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NO.:

**CITY OF WINDSOR
TENDER NO. 141-25
2026 EMERGENCY SEWER REPAIR
EMERGENCY SEWER REPAIR
SCHEDULE OF UNIT PRICES**

TRENCH BOX / OTHER EQUIPMENT

DESCRIPTION (indicate size, depth capacity, shape)	RATE
	\$ /DAY
	\$ /DAY
	\$ /DAY
	\$ /DAY
	\$ /DAY
	\$ /DAY
	\$ /DAY

OWNER:

ADDRESS:

**TELEPHONE
NO.:****FAX NO.:**

**CONTACT
NAME:**

**CONTACT
TELEPHONE
NO.:**

EMERGENCY SEWER REPAIR

SCHEDULE OF TARIFF IMPACTED ITEMS

As per Section 12. Instructions for Completing the Bid, the Schedule of Tariff Impacted Items shall be required to be submitted by the lowest compliant Bidder within two (2) business days after Tender Closing. The list of the products and/or material(s) that are subject to Canadian tariffs, if any, and the associated value of the applicable Canadian tariffs for each item. For further clarity, the City only requires the value of Canadian tariffs.

Item No.	Description	Amount (\$)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
TOTAL AMOUNT		

Identify and include on the above list any other potential items that could be impacted by tariffs.

☐ Check this box if tariffs are not applicable.

Signed and submitted for and on behalf of:

BIDDER _____

DATE _____

SIGNATURE _____

Name and Title _____

I have authority to bind the Bidder named above

EMERGENCY SEWER REPAIR

E – SUBMISSION CHECKLIST

REQUIRED SUBMITTALS WITH THIS REQUEST FOR TENDERS DOCUMENT

The following checklist is a complete list of Request for Tenders requirements. It is the Bidder's responsibility to satisfy all requirements set out in this RFT.

*Bidders **must** ensure that the mandatory requirements described below in this checklist have been satisfied in their Bid submission. **Failure to comply with these requirements may result in rejection of your Bid.***

- ☐ W.S.I.B. Certificate of Clearance, **refer to Section 11 of the Instructions to Bidders.**
- ☐ Bid Form – fully completed and originally signed electronically.
- ☐ Bid Form – Price Schedule – fully completed.
- ☐ Appendix B – Health & Safety Acknowledgement Form, fully completed and originally signed electronically.
- ☐ Named Subtrades, where applicable, fully completed in accordance with Appendix C – Named Subtrades Policy.
- ☐ Appendix D – Vendor Information Form, fully completed and originally signed electronically.
- ☐ Provide proof of legal name by submitting a copy of one of the following to be included and attached to the Bid Form;
 - a) First page of Articles of Incorporation
 - b) If applicable, first page of articles of Amendment;
 - c) If applicable, first page of Profile Report; or,
 - d) Certificate of Status