

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

Part 1: Information and Instructions	3
1.1 Requirement	3
1.2 Period of Proposed Standing Offer	3
1.3 Call-up Procedure	4
1.4 Administrative Authority	4
1.5 Site Meeting:	4
1.6 Inquiries and Addenda	5
1.7 Accuracy of the RFSO and Receipt of Addenda	5
1.8 Approximate Quantities:	6
1.9 Rights Reserved	6
1.10 Liability for Errors	7
1.11 Order of Precedence	7
1.12 General Terms and Conditions	8
Part 2: Offers Submission Procedures	8
2.1 Submission of Offers	8
2.2 Offerer's Investigations and Responsibilities	9
2.3 Offer Preparation and Submission Instructions	10
2.4 Offer Validity	11
2.5 Substitutions or Alternatives	11
2.6 Basis of Payment	11
2.7 Method of Payment	12
2.8 Canadian Funds and Tax Status	12
2.9 Collusion	12
Part 3: Evaluation Method	13
3.1 Steps in the Evaluation Process	13
3.2 Substantive Compliance	13
3.3 Basis of Standing Offer Authorization	13
3.4 Purchasing By-law - Bid Irregularities	13

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

3.5	Extension Errors	14
3.6	Unbalanced Prices.....	14
3.7	Debriefing	14
Part 4:	Special Provisions	15
4.1	Insurance:	15
4.2	Contractor Health & Safety	17
4.3	Qualifications and Experience – General Contractor	17
4.4	Payment:.....	18
Part 5:	SUPPLEMENTARY GENERAL CONDITIONS	19
5.1	Definitions	19
5.2	Consultant’s Authority	21
5.3	Interpretation.....	23
5.4	Order of Precedence of Documents.....	23
5.5	Laws, Notices, Permits and Fees.....	23
5.6	Occupational Health & Safety Act and Regulations for Construction Projects: 24	
5.7	Materials and Workmanship – Acceptability:	25
5.8	Deviations:	25
5.9	Changes in Work:	25
5.10	Change Orders:	25
5.11	Performance Tests:	28
5.12	Record Drawings:	29
5.13	Equipment:	29
5.14	Post Performance Evaluation:	29
5.15	Substantial Performance:	29
5.16	Completion:	29
5.17	Final Acceptance:	30
5.18	Extension of Contract Time:	30

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

5.19	Delays:.....	30
5.20	Negotiation, Mediation, Arbitration:.....	30
5.21	Construction Equipment / Noise Control:.....	31
5.22	Warranty:	32
Part 6:	SPECIFICATIONS.....	33
Part 7:	PRICE SCHEDULE	34
Part 8:	FINANCIAL ACKNOWLEDGEMENT.....	35
8.1	Contractual Acknowledgement	35

Part 1: Information and Instructions

1.1 Requirement

The Public Works and Environmental Services Department of City of Ottawa, hereinafter referred to as the City, is seeking offers to provide concrete repair services for Water purification Plants, Wastewater Plants and associated Remote Stations described in Part 6.

1.2 Period of Proposed Standing Offer

The proposed period of this Standing Offer is from the date of authorization to the period ending 30 September 2020.

The Standing Offer may be extended for an additional two (2) one (1) year terms, subject to satisfactory service, terms and conditions, and pricing, in the sole opinion of the City. An extension is to be mutually acceptable, and subject to a continued requirement by the City.

During the initial two (2) month term of any extension period:

- The City may elect to remove Offerers from the Standing Offer;
- Existing Offerers may elect to remove themselves from the Standing Offer; and,

During the timeframe of this Standing Offer, other Departments in the City may also make call ups under these terms and conditions.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

1.3 Call-up Procedure

This Request for Standing Offer does not oblige the City to authorize or order any services whatsoever or to spend any monies whatsoever. A contractual obligation will come into force only if there is an authorized “Call-up” against the Standing Offer and only to the extent stipulated in the call-up.

Concrete Repair Services will be called-up by the City as follows:

- a) The Project Authority will provide the Offerer with a description of the goods and/or services required to be supplied in accordance with the rates, terms and conditions of the RFSO;
- b) Call-ups will be offered to the lowest responsive Offerer on the appropriate RFSO category list. The Offerer shall advise the City, within 48 hours of the call-up, whether they (the Offerer) are available to perform the required work at the time and date requested by the City. In the event the Offerer is unavailable to perform the Work, the City shall proceed to the next lowest responsive Offerer on the appropriate RSO category list.
- c) The Offerer will be authorized to proceed with the Work following the issuance of a Purchase Order or an order placed using a Purchasing Card;
- d) The City’s liability under this offer shall be limited to the actual amount of the services “Called-up” within the period specified herein.

1.4 Administrative Authority

The City’s Administrative Authority for this RFSO is:

Lisa Rochon, Procurement Officer

Supply Services

Telephone: (613) 580-2424 Ext. 25110

E-mail: lisa.rochon@ottawa.ca

1.5 Site Meeting:

Not applicable.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

1.6 Inquiries and Addenda

All inquiries regarding this RFSO must be addressed and directed to the City's Administrative Authority.

Prospective Offerers should reference as accurately as possible the specific numbered item of the RFSO to which their inquiries relate. Care should be taken to explain each question in sufficient detail in order for the City to provide an accurate answer.

Prospective Offerers should make inquiries as early as possible and should not make any assumptions regarding the nature of this RFSO. Prospective Offerers who fail to raise issues and questions they may have during the inquiry period, do so at their own risk and potential disadvantage during the process of evaluation and selection.

All identification related to the source of an inquiry will be removed in the response to the best of the City's ability. The City may edit the questions or may request that the prospective Offerer do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all prospective Offerers. Inquiries not submitted in a form that can be distributed to all prospective Offerers may not be answered.

To ensure a consistency and quality of information provided to all prospective Offerers, answers to inquiries relevant to the interpretation of, or modifications to, the RFSO will be provided as Addenda to all prospective Offerers.

All Addenda issued to prospective Offerers referencing this RFSO will form part of this RFSO. Receipt of all Addenda should be acknowledged in a prospective Offerers RFSO response. Failure to do so may result in the disqualification or rejection of a prospective Offerers' RFSO response.

Information given verbally by any person at the City shall be non-binding on the City.

1.7 Accuracy of the RFSO and Receipt of Addenda

Copies of this RFSO are available from the MERX Distribution Unit, telephone 1-800-964-6379 or via the internet at www.merx.com. MERX is the official and sole distributor of this RFSO and any addenda. If a prospective Offerer obtains this document by means other than through MERX, verification as to the accuracy of the document and receipt of any addenda shall be the sole responsibility of the prospective Offerer.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

The City relies on the electronic MERX advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.

1.8 Approximate Quantities:

Where approximate or estimated quantities are indicated in this RFSO document, it is for the sole purpose of comparing Offers only. While these quantities have been carefully prepared in light of past experience and anticipated future requirements, the City is not bound to accept these quantities.

1.9 Rights Reserved

This RFSO does not commit the City to award a contract or to pay any costs incurred by a prospective Offerer in the preparation of an offer, or to attend meetings with City staff.

All offers received become the property of the City.

The City further reserves the right to do any or all of the following, at its sole and absolute discretion:

- Reject any offer for any element of it being non-compliant or non-responsive to the requirements set out in this RFSO;
- Waive or correct any minor or inadvertent defect, irregularity or technical error with respect to the RFSO document or any offer received in response thereto either through the RFSO evaluation process or during the finalization of a Standing Offer with a selected Offerer;
- Request clarification of any aspect (Technical or Financial) of any or all offers received;
- Pursue its own investigations concerning an Offerer's legal status and/or Financial Viability;
- Terminate the RFSO process at any time prior or subsequent to the closing date, and issue a new RFSO for the same or a modified requirement;
- Terminate the RFSO process at any time prior or subsequent to the closing date, and not issue a new RFSO;

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

- Terminate the RFSO process at any time prior or subsequent to the closing date, and not issue a new RFSO with the City thereafter retaining the right to proceed with direct contract negotiations with an Offerer not necessarily a prospective or actual Offerer identified during the RFSO process, on a non-competitive basis in accordance with Section 22 of the City's Purchasing bylaw;
- Disqualify an offer on the basis of evidence of conflict of interest or collusion as disclosed by an offer or through any other information discovered by the City;
- Reject an offer should it be discovered that the Offerer is in breach of another agreement or contract with the City of Ottawa;
- If, after any resulting Standing Offer is authorized, the City terminates it for any reason within six (6) months, even if the offer validity period has passed, the City has the right (but not the obligation) to ask the next-ranked responsive Offerer if its offer remains open for acceptance and to authorize a Standing Offer to the next-ranked Offerer who confirms its offer remains valid.

1.10 Liability for Errors

While the City has made considerable efforts to ensure an accurate representation of the content of this RFSO, this information nevertheless is not warranted to be 100% accurate or necessarily completely comprehensive for the stated requirements. The City therefore cannot and will not be held liable for the RFSO content.

The preceding notwithstanding, any omission or error by the City in its representation within this RFSO will not relieve an Offerer of its duty and responsibility to deliver the required services in accordance with the terms and conditions of any contracting documents issued to it as a result of a Standing Offer authorization.

1.11 Order of Precedence

The documents listed below form part of and are incorporated into this RFSO. If there is a discrepancy between the wording of one document and the wording of any other documents which appears on the list below, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

- a) All Addenda issued by the City specifically referencing this RFSO
- b) The Request for Standing Offer
- c) The Specifications
- d) The Drawings (if applicable)

Later dated documents shall take precedence within each of the above categories.

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

- Dimensions shown in figures shall govern where they differ from scaled dimensions on the same drawings
- Drawings of larger scale shall govern over those of smaller scale
- Detailed drawings shall govern over general drawings
- Drawings of a later date shall govern over those of an earlier date in the same series

1.12 General Terms and Conditions

The City's General Terms and Conditions are incorporated by reference into this solicitation. By submitting an offer, Offerers confirm that they have read the City's General Terms and Conditions and agree to be bound by them in any resulting contract.

A copy of the General Terms and Conditions is available on the Purchasing page of Ottawa.ca:

<https://ottawa.ca/en/business/doing-business-city/purchasing/general-terms-and-conditions>

Part 2: Offers Submission Procedures

2.1 Submission of Offers

Offerers must submit their offers electronically through the MERX online system to the Administrative Authority. Any inquiries prior to the Closing Date shall be directed to the Administrative Authority only.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

The MERX online system is the official and sole distributor of this Request for Standing Offer (RFSO) and any issued addenda. The MERX online system is also the official and sole bid submission platform.

This RFSO document contains the detailed specifications and contract terms. Actual prices shall be entered directly into the online system. Detailed pricing conditions are contained in this RFSO document.

Offerers must download this document, complete the required fields and then attach it to their electronic offer.

Should there be a discrepancy between the wording contained in this RFSO and any issued addenda and the wording contained in the MERX Notice, the wording contained in this RFSO and any issued addenda shall prevail.

Offers must be submitted **NOT LATER THAN 3:00 P.M. LOCAL TIME ON THURSDAY, 19 SEPTEMBER 2019.**

2.2 Offerer's Investigations and Responsibilities

By submitting an offer in response to this RFSO, the Offerer shall have certified to the City that:

- a) It has carefully examined the RFSO documents and has a clear understanding of the requirement;
- b) It is in good standing with its creditors and financial institutions and is financially able to perform and meet any and all duties, liabilities and obligations as may be required of it under any agreement/contract resulting from this RFSO;
- c) It is not aware of any actions, suits or proceedings pending or to its knowledge threatened against or adversely affecting it, which might materially affect its financial condition or its ability to perform and meet all duties, liabilities and obligations as may be required of it under any agreement/contract resulting from this RFSO;
- d) It has been afforded the full opportunity to make any and all investigations relative to the terms and conditions set out within this RFSO understanding that it

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

is the City's intent that these form the basis and circumstances under which a contract will be performed;

- e) It has put forth all of its comments and/or questions with respect to this RFSO over the period that inquiries were allowed for and affirms its agreement that the City has adequately responded to these concerns or questions in one matter or another either through direct response or through published Addenda;

By submitting an offer in response to this RFSO, Offerers are responsible for:

- f) Ensuring that the Offer is signed by an authorized official of the Offering firm, in a sealed envelope and clearly identified on the outside as to its contents.
- g) Ensuring that all sections of the RFSO have been addressed in the Offer. Offers that omit unit costs in a Price Schedule may result in the Offer being declared incomplete and removed from further consideration.
- h) Carefully reading and complying with the specifications because under no circumstances will any change be permitted to the Offer once it is submitted.
- i) Understanding that Offers which are incomplete, conditional or obscure in the sole opinion of the City, may be rejected.
- j) Ensuring that Offers are clearly expressed and completed in ink or typewritten. All erasures, overwriting or strikeouts must be initialled.

2.3 Offer Preparation and Submission Instructions

Both Part 7 – Price Schedule and Part 8 – Financial Acknowledgement are to be completed and submitted at bid closing.

It is requested that pricing information not be included in any section of the Standing Offer other than the Price Schedule section (Part 7)

The Offerer may submit more than one Offer in response to this RFSO. If an alternate Offer is submitted, care should be taken to ensure that such an Offer is in a PHYSICALLY SEPARATE AND COMPLETE document, clearly marked as an alternate Offer and follows the format specified herein. Alternate Offers will be evaluated independently with no reference to any other Offer.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

2.4 Offer Validity

Offers shall remain open for acceptance by the City for a period of no less than SIXTY (60) from the RFSO Closing Date.

2.5 Substitutions or Alternatives

Offers are to be based on the content of this RFSO.

Within the specifications certain products or work methods may be referenced by a manufacturer brand, a common trade name or common work practice. Where such references are made these are to convey to Offerers the City's minimum standard of acceptable Work. Proposed equivalent products, meaning from another manufacturer, or, proposed alternative work methods will be considered by the City as acceptable equivalents, provided that the technical properties of the product substitutions or the outcome of the proposed alternative work method can be demonstrated as being equivalent to those set forth in the Solicitation Document specifications. Moreover where substantive compliance as contemplated by this RFSO can be demonstrated, substitute products or alternative methods will be accepted by the City.

In the event that a perspective Offerer wishes to offer a substitute product or alternative work method to those described herein, a request must be submitted to the Contracting Authority in writing at least seven (7) days prior to the RFSO Closing Date.

A consideration request shall include the following:

- a) A description of the proposed product substitution or alternative work method;
- b) A direct comparison between the product or method referenced herein and the proposed substitute product or alternative work method;

In the event that the City deems the information provided with the request for approval of a substitution to be inadequate, the request will be rejected. Approval of substitutions of products or alternative methods will be signified by the issue of an addendum.

2.6 Basis of Payment

The firm unit prices offered for the goods, materials or equipment specified in this RFSO shall serve as the basis of payment for the same in any resulting contract for the purchase thereof.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

2.7 Method of Payment

Payment for the work shall be made upon delivery, inspection and acceptance of the work and upon receipt and acceptance of an invoice by the Project Authority.

The Supplier agrees to accept both City Purchasing Card and Electronic Funds Transfer (EFT) using a Purchase Order as methods of placing orders and receiving payment for the subject Goods and/or Services. No additional costs or fees will be associated or accepted with the use of the Purchasing Card.

2.8 Canadian Funds and Tax Status

The price quoted shall be in Canadian funds and shall include all duty, custom clearances, and all other charges now in force. The Government of Canada Harmonized Sales Tax (HST) shall be EXTRA to all price(s) quoted.

2.9 Collusion

Perspective Offerers shall not engage in collusion of any sort and, in particular, shall prepare its offer without any knowledge of, comparison of figures with or arrangement with any other person or firm submitting an offer for the same requirement.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

Part 3: Evaluation Method

3.1 Steps in the Evaluation Process

It is the City's intent to authorize a Standing Offer to three suppliers. The City will evaluate Standing Offer Submissions as follows:

- *Financial Offer Evaluation.* The City will tabulate Financial Offers based on the pricing set out in the Financial Offers.

3.2 Substantive Compliance

The City reserves the right to determine an offer is compliant with a term, condition or specification of this RFSO where it is demonstrated or where it can be reasonably concluded that the offer is substantively compliant with the said term or condition or specification. Substantive compliance could be determined where:

- a) a stipulated requirement has or can be met using an alternative method other than that expressed or inferred by the term, condition or specification, or
- b) where the degree of non-compliance is deemed to be immaterial to meeting the performance outcome of the stipulated requirement or is not detrimental to the City's overall stated business requirement.

3.3 Basis of Standing Offer Authorization

It is the City's intent to authorize a Standing Offer to the three (3) lowest responsive Offerers on the basis of the Total Standing Offer Price (HST excluded), minus any prompt payment discount offered.

Notification of acceptance of an Offerer's offer will be confirmed contractually in the form of a Standing Offer Authorization letter or Purchase Order issued by the City and shall name all of the relevant Contracting Documents. The successful Offerer(s) shall thereafter be known as the Contractor(s).

3.4 Purchasing By-law - Bid Irregularities

This RFSO shall be governed by the City of Ottawa Purchasing By-law No. 50 of 2000. Bid irregularities will be dealt with in accordance with Schedule "A" of the Purchasing By-Law. The Purchasing By-law can be accessed at the following link:

<http://ottawa.ca/en/business/doing-business-city/purchasing/purchasing-law>

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

3.5 Extension Errors

In the event of any discrepancy between the unit price and the extension, the unit price shall govern. Where applicable, the prices must be extended and totalled.

3.6 Unbalanced Prices

Documents that contain prices, which appear to be so unbalanced as likely to affect adversely the interest of the City, may be rejected.

3.7 Debriefing

Offers are entitled to request a debriefing from the City of how their Offer was evaluated. Debriefing sessions will be scheduled by the Contract Authority following final recommendation of the successful Offerer. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback for an Offerer. A debriefing session will only involve a review of how the City considered and evaluated a particular Offerer's offer and will not include disclosure of any aspect of the City's evaluation of offers received from other Offerers.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

Part 4: Special Provisions

4.1 Insurance:

The Contractor shall provide and maintain during the term of the Contract:

- a) **Commercial General Liability** insurance issued on an occurrence basis for an amount of not less than **\$5,000,000** per occurrence for all sums which the Contractor shall become obligated to pay by reason of liability imposed by law upon the Contractor for damages arising out of or in connection with all operations of the Contractor, its agents, officers, employees or other persons for whom the Contractor is legally responsible relating to their obligations with the project. Such insurance shall include, but is not limited to, bodily injury, death and property damage including loss of use: premises, property and operations liability; products and broad form completed operations liability; blanket contractual liability; cross liability; severability of interest clause; contingent employers liability; personal injury liability; owner's and contractor's protective coverage; non-owned automobile liability; broad form property damage; occurrence property damage; employees as additional insured & medical payments.

If applicable to the construction project described in this RFQ, such insurance shall also include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading.

Such insurance shall be in the name of the Contractor and shall name the **City of Ottawa** its elected officials, agents, officers and employees as Additional Insured with respect to the Contract. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available and shall contain a waiver of subrogation in favour of the City of Ottawa. The deductible shall not exceed \$5,000 and shall be the sole responsibility of the Contractor.

- b) **Commercial General Liability** insurance issued on an occurrence basis for an amount of not less than **\$5,000,000** per occurrence **shall be maintained by all parties to the construction project**. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; blanket contractual liability; premises, property and operations; non-owned

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

automobile; broad form property damage; owners and contractors protective; occurrence property damage; products; broad form completed operations; employees as additional insured(s); contingent employers liability; cross liability and severability of interest clause.

- (c) **Broad Form Contractors' Equipment** insurance coverage for construction machinery and equipment used by the Contractor for the performance of the Work, unless contractor is self-insured in this regard.
- (d) **Installation Floater** Insurance covering materials (including labour) and supplies being intended for installation in connection with the work while such materials and supplies are in transit and during the work.
- (e) **Automobile Liability** insurance with respect to owned or leased licensed vehicles used directly or indirectly in the performance of the Work covering liability for bodily injury, death and property damage including loss of use with a limit of not less than **\$5,000,000** inclusive for each and every loss.
- (f) **Environmental Impairment Liability** with a limit of not less than **\$1,000,000** per Incident /Annual Aggregate. Coverage shall include third party bodily injury and property damage including on-site and off-site clean-up. If such coverage is written on a claims made basis, the insurance policy shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under the Contract. The deductible shall be no greater than \$ 5,000. and will be the sole responsibility of the Contractor.

All the above insurance policies shall contain an endorsement to provide the City of Ottawa with thirty (30) Days prior written notice of cancellation.

Evidence of insurance satisfactory to the City shall be provided upon the anniversary date(s) of all applicable insurance policies described herein.

Failure of a Bidder to provide insurance requirements within seven (7) Days of being requested to do so may result in the rejection of the Bid, at the sole and absolute discretion of the City.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

4.2 Contractor Health & Safety

The successful Offerer must provide a current copy of a current copy of a WISR (Workplace Injury Summary Report) as provided by the Ontario Workplace Safety & Insurance Board.

The City will review the relevant statement and assess the overall Health & Safety rating of the Offerer. Offerers whose rating indicates an increased risk to the City will be required to provide further information regarding the Health & Safety programs and practices in place by the Offerer.

Failure of an Offerer to provide its WISR within seven (7) Days of being requested to do so may result in the rejection of the Bid, at the sole and absolute discretion of the City.

4.3 Qualifications and Experience – General Contractor

The City of Ottawa reserves the right to request the General Contractor to demonstrate satisfactory performance in the construction of works that are similar in magnitude and complexity to this project.

If requested, the General Contractor will have to provide the mandatory experience indicated below within 24 hours of the request. The General Contractor shall satisfactorily prove that the mandatory requirements have been met. Failure to meet the mandatory requirements listed herein will result in the tender being deemed non-responsive and will not be considered for contract award.

The City of Ottawa reserves the right to request additional information from Tenderers and shall be the sole judge to whether a bidder meets the requirements of this Special Provision.

The following is to be completed and submitted upon request.

a) Experience of the General Contractor

The General Contractor must have successfully completed a minimum of three (3) projects of similar magnitude and complexity within the last five (5) years in the capacity of the General Contractor. Failure to meet the requirements will result in the tender being deemed non-responsive and will not be considered for contract award.

b) Experience of the Project Manager

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

The General Contractor shall confirm the name and experience of the Project Manager who will have responsibility of the overall management of the project. The Project Manager must have the authority to enter into binding agreements on matters concerning this tender on behalf of the company. The Project Manager's experience shall demonstrate at least three (3) successful construction projects of similar magnitude and complexity managed. Failure to meet the experience requirements will result in the tender being deemed non-responsive and will not be considered for contract award.

c) Experience of the Project Site Superintendent

The General Contractor shall confirm the name and experience of the Site Superintendent to be supervising all operations and activities on site on a full-time basis. The Superintendent's experience shall demonstrate at least three (3) successful construction projects of similar magnitude and complexity supervised, with proven experience in dealing with strict construction schedule and high public scrutiny. Failure to meet the experience requirements will result in the tender being deemed non-responsive and will not be considered for contract award.

d) Sub-contractors and Suppliers

The General Contractor shall confirm the name(s) and experience of the sub-contractors and suppliers to be used on the project. Sub-contractors shall have proven experience in the supervision of the scope of work they are required to complete under this contract.

4.4 Payment:

The City will pay the Contractor the amount set out in the bid in accordance with the terms of payment offered. Payment will be made in one of two methods, less any amounts, which are to be withheld for deficiencies or for liens.

- a) If work is to be completed within thirty (30) calendar days, one payment will be made upon satisfactory completion.
- b) If the work is of a long term nature over thirty (30) calendar days, progress or partial payments will be allowed at various stages of the project as set out in the Contract Documents.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

- c) If the Contractor applies for certification of Substantial Performance of the Contract such certification shall be in accordance with the rules governing certification and declaration of the substantial performance of a contract as described in the Construction Act.

Part 5: SUPPLEMENTARY GENERAL CONDITIONS

5.1 Definitions

Words and terms used in this document have the following meanings attributed to them:

Alternates - means material or product having similar properties and fulfilling same functions to specified material or product.

Alternative Price - means cost for particular article or item of work in lieu of specified article or item of work.

As detailed - means as graphically defined on drawings.

As specified - means as verbally defined in specification.

Bid - means costs, tender or proposal submitted by Bidder.

Building Code - means Building Code Act (Ontario Regulation 423/06), including current amendments.

City - means the City of Ottawa.

Construction - means building, erecting, equipping, restoring, repairing demolishing of works, or work that entails supplying and installing goods.

Consultant - means the Contract Administrator representing the City on matters related to or arising from work of this contract. Directions or instructions issued by Consultant are to be considered as directives issued by the City.

Contract - means legally binding agreement between parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents.

Contract Administrator - means the Consultant or Owner.

Contract Documents - means the executed agreement between the City and the Contractor, the Tender, the general Conditions of Contract, the Supplementary

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

Conditions of Contract, Standard Specifications, Special provisions, General Instructions, Contract Drawings, addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the agreement and subsequent amendments to the Contract Documents made pursuant to the provisions of the agreement.

Contract Drawings - means contract plans which are any drawings or plans, any geo-technical report, any subsurface report and other reports and information provided by the City for the work, and without limiting the generality thereof, may include soil profiles, foundation investigation reports, reinforcing steel schedules, aggregate source lists, quantity sheets, cross-sections and standard drawings.

Contract Time - means the time stipulated in the Contract Documents for Substantial Performance of the Work, including any extensions of Contract Time made pursuant to the Contract Documents.

Contractor - means person(s) doing business under family name, partnership or corporate name and under contract with the City.

Contract Price - means the total tender price, which the City has agreed to pay to the Contractor for work specified in the contract documents. The amount shall not exceed the amount specified on the Purchase Order.

Days - means business days, unless otherwise noted.

Designate - means any person designated by the City to act on its behalf.

Engineer - means the Consultant

Itemized Price - means cost included in bid for specified portion of work.

Option Price - means cost for identified portion of work, which may or may not be included in contract.

Provide - means supply and install.

Replace or Replacement - means supply and install.

Subcontractor - means person(s) doing business under family name, partnership or corporate name and under contract with Contractor.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

Unit Price - means cost for specific measurable unit of work.

Work - means everything the Contractor is required to provide in order to comply with the terms and conditions of the Contract.

5.2 Consultant's Authority

- a) The Consultant will be the City's representative during construction and until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate whichever is later. All instructions to the Contractor, including instructions from the City, will be issued by the Consultant. The Consultant will have the authority to act on behalf of the City only to the extent provided in the Contract Documents.
- b) All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents, shall be referred to the Consultant.
- c) The Consultant will inspect the Work for its conformity with the plans and specifications, and to record the necessary data to establish payment quantities under the schedule of tender quantities and unit prices or to make an assessment of the value of the work completed in the case of a lump sum price contract.
- d) The Consultant will determine the amounts owing to the Contractor under the Contract and will issue certificates for payments.
- e) The Consultant will with reasonable promptness review and take appropriate action upon the Contractor's submissions such as shop drawings, product data, and samples in accordance with the Contract Documents.
- f) The Consultant will investigate all allegations of a change in the character of the Work made by the Contractor and issue appropriate instructions.
- g) The Consultant will prepare Contemplated Change Notices and Change Orders.
- h) Upon written application by the Contractor, the Consultant and the Contractor will jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work and/or the date of Completion of the Work.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

- i) The Consultant will be, in the first instance, the interpreter of the Contract Documents. Interpretations and decisions of the Contract Administrator shall be consistent with the intent of the Contract Documents and in making these decisions the Consultant will not show partiality to either party.
- j) The Consultant will have the authority to reject Work or Material, which does not conform to the Contract Documents.
- k) Defective work, whether the result of poor workmanship, use of defective material, or damage through carelessness or other act or omission of the Contractor and whether incorporated in the Work or not, which has been rejected by the Consultant as failing to conform to the Contract Documents shall be removed promptly from the Work by the Contractor and replaced or re-executed promptly in accordance with the Contract Documents at no additional cost to the City.
- l) Any part of the Work destroyed or damaged by such removals, replacements or re-executions shall be made good, promptly, at no additional cost to the City.
- m) If, in the opinion of the Consultant, it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the City may deduct from monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the Consultant.
- n) Notwithstanding any inspections made by the Consultant or the issuance of any certificates or the making of any payment by the City, the failure of the Consultant to reject any defective work or Material shall not constitute acceptance of defective work or Material.
- o) The Consultant will have the authority to temporarily suspend the Work for such reasonable time as may be necessary to facilitate the checking of any portion of the Contractor's construction layout or the inspection of any portion of the Work. There shall not be any extra compensation for this suspension of work.
- p) The City has the right to terminate the contract for wilful or persistent violation(s) by the Contractor or its workers, of the Occupational Health and Safety Act legislation and regulations, Workplace Safety & Insurance Board Act, and Regulation 309 on Environmental Protection Act.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

5.3 Interpretation

- a) When the words shall or will are used in contract they have meanings attributed to them as described in Interpretation Act of Ontario.
- b) When words which have well known technical or trade meanings are used in contract, they are used in accordance with such recognized meanings.
- c) Documents forming contract are complementary; what is required by any one document will be as binding as if required by all.

5.4 Order of Precedence of Documents

- a) In the event of conflict between Documents, the following priorities shall apply:
 - i) Request for Standing Offer
 - ii) Addenda
 - iii) Specifications
 - iv) Drawings

Later dates shall govern within each of the above categories.

- b) In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:
 - i) dimensions shown in figures shall govern where they differ from scaled dimensions on the same drawings
 - ii) drawings of larger scale shall govern over those of smaller scale
 - iii) detailed drawings shall govern over general drawings
 - iv) drawings of a later date shall govern over those of an earlier date in the same series

5.5 Laws, Notices, Permits and Fees

- a) By-laws, ordinances, legal requirements, rules, regulations, codes and orders of City where building is situated will apply to work.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

- b) Give required notices and comply with laws, ordinances, rules, regulations, codes and orders of authorities having jurisdiction relating to work, to preservation of public health and construction safety, which are or come into force during performance of work.
- c) Obtain and pay for licences and certificates required for performance of work.
- d) The City will obtain and pay for building permit when required.
- e) The City will be responsible for verifying contract documents are in compliance with applicable laws, ordinances, rules, regulations and codes relating to work.
- f) If contract documents are at variance with, or changes which require modification to contract documents are made to laws, by-laws, ordinances, rules, regulations and codes by authorities having jurisdiction subsequent to date of receipt of bid, resulting change in cost will constitute corresponding change in contract price. The Contractor shall immediately notify the City in writing requesting direction on variance or change.
- g) If the Contractor fails to notify the City and performs work knowing it to be contrary to laws, by-laws, ordinances, rules, regulations, codes and orders of authority having jurisdiction, Contractor shall be responsible for costs, changes, modifications and correction of damages attributable to his failure to comply with provisions.

5.6 Occupational Health & Safety Act and Regulations for Construction Projects:

- a) All responsibilities and obligations imposed upon the Contractor or “constructor” under the provisions of the Occupational Health and Safety Act and Regulations For Construction Projects, R.S.O. 1990 Chapter 0.1 as amended, shall be assumed by the Bidder. All costs for services and materials required to fulfil these obligations shall be included in the Contract price quoted.
- b) Should the City become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities. Where warranted, work could be suspended or terminated without cost to the City.
- c) The Contractor shall fulfil all of its obligations in compliance with the Occupational Health and Safety Act and Regulations for Construction Projects,

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

and further agrees to take responsibility for any health and safety violation that may occur.

- d) If the City is made a party to any charge under the Occupational Health and Safety Act and Regulations for Construction Projects in relation to any violation of the Act arising out of this contract, the Contractor shall indemnify and save harmless the City from any and all charges, fines, penalties and costs that may be incurred or paid by the City.
- e) The Contractor shall, prior to the commencement of work, provide the City with a copy of the Contractor's Occupational Health and Safety Policy. Such policy shall be in accordance with the latest edition of the Occupation Health and Safety Act of Ontario.

5.7 Materials and Workmanship – Acceptability:

- a) Materials, products, systems or services shall be new unless specified otherwise.
- b) Work shall be performed by competent personnel, skilled in the particular trade.

5.8 Deviations:

Do not make deviations from specifications and drawings without prior written permission from City. Unauthorized deviations shall be corrected at Contractor's expense.

5.9 Changes in Work:

- a) The City may make clarifications, revisions, inclusions and deletions to contract without invalidating contract. Contract price and completion date will be adjusted accordingly.
- b) No changes shall be made or additional work done to contract without receiving prior written consent from the City.

5.10 Change Orders:

The adjustment in the Contract Price for a change carried out by way of a Change Order shall be in accordance with the rates and conditions stipulated as follows:

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

- a) All labour, equipment, rental of equipment or tools, materials, subcontracts and outside services to be charged as a result of changes to the scope of the Work will be subject to prior authorization by the City.
- b) Where the City requires portions of the Work to be performed directly by the Contractor's own personnel, the following provisions will apply:
 - i) The "Field Labour Costs" will be the actual direct wages or salaries of the workers, up to and including working foremen, plus actual payroll burdens, but not including additional cost for full time site superintendent.
 - ii) "Payroll Burden" means the payments in respect of workers compensation, vacation pay, unemployment insurance, public liability, and property damage insurance, sickness and accident insurance, pension fund and such other welfare and benefit payments as form part of the Contractor's normal labour costs and will include any applicable cost or expense which has been incurred by the Contractor for food, lodging and similar items.
 - iii) The Contractor will provide the City with the information required to calculate Field labour rates within fourteen (14) days of the date of Contract Award.
 - iv) Field Labour rates for premium portion overtime will be fixed and remain firm for the duration of this Contract and will not be subject to escalation unless prior written approval is obtained from the City, and such approval will not be unreasonably withheld.
 - v) Only labour personnel up to and including working foremen will be chargeable on additional work and then only to the extent such personnel are directly engaged on the additional work. The City will not pay for supervision beyond the working foreman level, nor will it pay for administration or management time spent on additional work.
 - vi) The Contractor will maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the Work or any extensions or additions thereto or claims arising the reform to permit the verification and audit thereof and he will have no claim for repayment or any nature and kind whatsoever therefore, unless such books, payrolls, accounts and records have been so maintained and kept.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

- vii) The City, Consultant or their agents may inspect and audit the books, payrolls, accounts and records of the Contractor at any time during the period of the Contract and at any time thereafter as deemed necessary, and the Contractor will supply payrolls and any other records required whenever requested by the City.
- viii) The City will reimburse the Contractor for actual Field Labour Cost of work performed plus 10% mark up to cover the cost of small tools, expendables and consumables, field overhead, supervision above working foreman level and all other indirect labour and materials costs not defined as reimbursable, and 5% mark up for head office overhead and profit for extras or credit value of less than \$10,000.00. For extras or credit value of more than \$10,000.00, a 5% mark-up and 5% overhead will apply. Small tools include all tools with a replacement value of less than \$1,000.00. Expendables and consumables includes all items which are consumed in the performance of the Work whether or not such materials are incorporated in the permanent works.
- ix) The cost of materials installed or used directly in connection with the Work (excepting materials supplied by the City) will be the actual cost to the Contractor delivered at the site. Copies of invoices from delivery companies or transporters' must accompany the Contractor's billing.

The City will pay the Contractor for the actual cost of materials plus 15% mark up inclusive for all administration, overheads and profits for extras or credits value of less than \$10,000.00. For extras or credits of more than \$10,000.00, a 10% mark-up inclusive for all administration, overheads and profits will apply.

- x) The cost of rentals for Contractor's owned equipment already on site will be based on the actual time such equipment is used, exclusive of operator's time, and on the following basis:
 - a. At established hourly, daily, weekly or monthly rental rates.
 - b. The stipulated rental rates will apply when the number of hours the equipment is operated does not exceed 175 hours in any one month, or does not exceed 40 hours in any one (1) week, or does not exceed eight (8) hours in any one (1) day.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

- c. When equipment is operated in excess of the aforementioned hours, such excess will be charged at 66 2/3% of the applicable rate noted.

For rental rates quoted, no differentiation will be made between equipment owned by Contractor or rented by Contractor from third parties, provided such equipment is already on site.

- xii) Daily work records prepared by the Contractor and reporting the labour and equipment employed and the material used on any specific portion of the Work, to be reconciled with and signed by the Consultant each day, whenever, in the opinion of the Consultant, such records are required.
- xii) The Contractor will submit to the City, at the end of each Working Day a detailed report showing the names, occupations and hours worked of all personnel employed that performed work on a time and material basis, the material supplied and the description and hours of use for equipment and tools employed.
- c) Where the Contractor arranged for Work to be carried out by a Subcontractor and has received prior approval from the City prior to the commencement of the Work, the City will pay the Contractor the approved cost of the Subcontractor's work plus 10% mark up inclusive for all administration, overheads and profits.
 - i) The Subcontractor's claim for Work shall be in accordance with the rates and conditions stipulated in Section 11(C)(ii) of this of this Document.
 - ii) Multiple mark up on extra work or credits shall not exceed as follows:
 - a. Up to \$10,000.00 value, maximum 25%
 - b. Between \$10,000.00 and \$50,000.00 value, maximum 20%
 - c. Above \$50,000.00 value, maximum 15%

5.11 Performance Tests:

- a) Perform and pay for inspections and tests to ensure systems and equipment are performing as designed.
- b) If defects are revealed during inspection or testing, the City may request additional inspections or tests. Correct deficiencies and irregularities as directed

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

by the City at no increase in contract price and pay costs for re-inspection and retesting.

5.12 Record Drawings:

- a) As work progresses, Contractor shall accurately update one set of prints, to indicate clarifications, revisions, deletions and inclusions to contract drawings and have these prints continuously on site, available for inspection.
- b) After work is completed; Contractor shall transfer revised information to a set of prints paid for by Contractor and delivered to the City.

5.13 Equipment:

The City retains right to disallow use of equipment it deems to be unsafe.

5.14 Post Performance Evaluation:

Contractors awarded contracts by the City may be subject to a Post Performance Evaluation. The Post Performance Evaluation shall be conducted by the Consultant and The City and reviewed with the Contractor.

5.15 Substantial Performance:

The work shall be substantially performed when there is a deficiency of not more than:

- a) 3% of the first \$500,000 of the Contract Price
- b) 2% of the next \$500,000 of the Contract Price
- c) 1% of the balance of the Contract Price

5.16 Completion:

The work shall be deemed to be complete when the known deficiencies are not more than:

- a) 1% of the Contract Price, OR
- b) \$1,000.00

and suitable for its intended use.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

5.17 Final Acceptance:

Final acceptance shall occur when the Contract Administrator is satisfied that all work defects have been rectified.

5.18 Extension of Contract Time:

The Contractor shall make an application for a contract extension, at least fifteen (15) days prior to expiration of the term of the contract period. Such application shall provide elaboration of the justification for such extension. The Contract Administrator shall take into consideration any delays, changes in the work or other circumstances, which could affect the term of the contract. The City will approve all recommendations from the Contractor Administrator for extension of the term of the Contract. All terms and conditions of the contract shall remain in force for any such extension.

5.19 Delays:

If the Contractor is delayed in performing the work of the contract beyond four (4) hours by reason of a stop work order, an act or omission by the City or Consultant, or other reason deemed by the City to be beyond the control of the Contractor, the Contractor shall be reimbursed for reasonable costs associated with such delay. Indirect costs such as lost profits, administrative costs, impact costs shall not be reimbursable. A written notice of claim must be submitted to the Contract Administrator within ten (10) days of the commencement of the delay.

5.20 Negotiation, Mediation, Arbitration:

- a) Where there is a conflict between the Contract Administrator and Contractor respecting the work, the Contractor shall submit a claim within 30 days. The Contract Administrator shall provide an opinion of such notice of claim within 30 days of receipt of such claim. The Contract Administrator will first attempt to resolve the dispute by means of negotiation with the Contractor. Where negotiations fail to resolve the dispute, mediation shall be attempted.
- b) If the Contractor is not satisfied with the opinion given by the Contract Administrator, within 30 days of such opinion being given, the Contractor may notify the City of his desire for mediation. The mediator shall be mutually agreed upon between the City and Contractor. The mediator's opinion is to be given within 30 days of first being appointed. The costs for such mediation shall be

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

shared equally between the City and the Contractor and each party is obligated to pay their share.

- c) If either party is not satisfied with the mediator's opinion, arbitration may be invoked, by either party, within 30 days of the mediator's opinion. The rules and procedures of the Arbitration Act, 1991, shall apply. Both parties shall be bound by the decision of the arbitrator. The arbitrator shall be mutually agreed upon, except that if an arbitrator cannot be agreed upon, each party shall select an appointee who will mutually agree to an arbitrator within fifteen (15) days of being appointed. A hearing will commence within 60 days of appointment of an arbitrator. A decision shall be rendered within sixty (60) days, of the end of the hearing. Fees for the arbitrator and facility costs shall be shared equally between both parties. Both parties are bound by the decision of the arbitrator.
- d) Negotiation, mediation and arbitration in no way is to be construed as a waiver of either parties' rights under the Terms and Conditions of the Contract or the Construction Lien Act.

5.21 Construction Equipment / Noise Control:

If exhaust or other sources of dust and fumes cause discolouration or unclean surfaces, the Contractor will clean and/or repaint such areas to the Owner's satisfaction.

The Contractor shall take steps as may be required to prevent dust and noise nuisance resulting from his operations.

Where the work requires the sawing or grinding of concrete, blades and grinders of wet type shall be used together with sufficient water to prevent the incidence of dust. The cost of all such preventive measures shall be borne by the Contractor.

Protect all existing materials and equipment from damage arising from the work of this Contract, and make good any damage.

Keep gates and doors locked for public safety except when workmen or materials are being moved.

Protect all new materials and equipment from damage during the work of this Contract.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

5.22 Warranty:

The Contractor represents and warrants that the Work will be of a proper quality, free from any defect in material and workmanship, and shall be in full conformity with all other requirements of the Contract.

Notwithstanding prior acceptance of the Work and without restricting any other term of the Contract or any conditions, warranty or provision implied or imposed by law, the Contractor shall replace or repair at its option and its own expense any Work which becomes defective or which fails to conform to the Contract requirements as a result of faulty or inefficient manufacture, material or workmanship. The warranty period commences on the date of substantial performance of the Contract. Unless otherwise stipulated in the Contract, the warranty period will be one (1) year or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

Part 6: SPECIFICATIONS

24419-75033-S01 SPECS Concrete Repair Services Water Purification Plants, Wastewater Plants and Associated Remote Stations

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

Part 7: PRICE SCHEDULE

1. The Price Schedule is attached as a separate Microsoft Excel document on Merx.
2. Prices must be quoted in Canadian funds and must include all excise taxes, duty, custom clearances and all other charges in effect up to the RFSO Closing Date.
3. Harmonized Sales Tax (HST) shall be extra to all prices quoted. Offerers must complete all unit prices in each Price Schedule. Only firm pricing will be accepted.
4. All prices to include wages, traveling time costs, allowances, supervision, and liabilities as employer, insurance, and the use of tools, truck and fuel charges, overhead, profit, and all other.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

Part 8: FINANCIAL ACKNOWLEDGEMENT

8.1 Contractual Acknowledgement

I/We the Proponent agree, if selected by the City as a result of the evaluation and/or selection process set out in this RFSO, to be legally bound by the provisions of the resulting purchase contract, which will include, but may not be limited to, in order of precedence, the documents cited under Article 5.4 of this document. The Proponent further acknowledges and agrees that the final terms of the resulting confirming Contract with the City will be concluded and become legally binding on both parties upon receipt and acceptance by the Proponent of the Agreement issued by the City. The Proponent further agrees that acceptance of the agreement will be deemed to take place two (2) business days after receipt of the Agreement, unless the Proponent provides the City with a written objection to, or refusal of, the Agreement within the said two (2) business day period.

I/We the Proponent hereby further represent and warrant and covenant that:

- a) We have the full power and authority to enter into the Contract resulting from this request for standing offer and to grant or transfer, as the case may be, the rights (including any licenses) to be provided to the City under such agreement without the consent of any other party;
- b) We are not aware of any actions, suits or proceedings pending or to our knowledge threatened against or adversely affecting us which might materially affect our financial condition or our ability to perform or meet all duties, liabilities and obligations as may be required of us under the Contract resulting from this RFSO; and
- c) We are in good standing with our creditors and financial institutions and are financially able to perform and meet all duties, liabilities and obligations as may be required under the Contract resulting from the award of this request for standing offer.

We acknowledge that the City is relying on the aforementioned representations and acknowledgments.

Request for Standing Offer

Concrete Repairs Services - Water Purification Plants, Wastewater Plants and associated Remote Stations

Table 1 - Company Information

Company Name	
Address	
Telephone Number	
Email Address	
Authorized Officer's Name (please print)	
Signature	
Date	

Table 2 - Acknowledgement of Addenda

(Bidders are to complete if any addenda have been issued)

Addendum No:	Date issued:
Addendum No:	Date issued:
Addendum No:	Date issued:
Addendum No:	Date issued:
Addendum No:	Date issued: