

# **NOTICE**

- 1. Vendor Performance Management (VPM) scores will be considered in the awarding of this contract. Tenderers should note that the proportion of financial and VPM points for this Request for Tender is 80/20.**
- 2. Tender submissions in response to this Request for Tender will ONLY be accepted electronically through the MERX online system.**



**The City of Ottawa**

Planning, Infrastructure & Economic Development Department.  
Design & Construction - Facilities Branch for  
**Recreation, Cultural & Facility Services Department.**  
Recreation Plng & Facility Devel Branch

---

## **SPECIFICATIONS**

For

## **Laporte and Leonard WWPS Reliability Upgrades**

**1056 Laporte Street and 115 Leonard Avenue**

**City of Ottawa Project No. CR013875 (Laporte) and CR013786  
(Leonard)**

**Issued for Tender  
RFT No. 36521-91345-T06**

<b><u>OWNER:</u></b> City of Ottawa 110 Laurier Avenue Ottawa, Ontario K1P 1J1	
<b>Contracting Authority:</b> Julie-Ann Williams 100 Constellation Drive, 4 <sup>th</sup> Floor West Ottawa, Ontario K2G 6J8 E-mail: Julie-Ann.Williams@ottawa.ca	<b>Project Authority:</b> Kris Matuszewski 100 Constellation Drive, 6 <sup>th</sup> Floor West Ottawa Ontario K2G 6J8 Email: Kris.Matuszewski@ottawa.ca
<b><u>CONSULTANTS</u></b>	
<b>Prime Engineering Consultant:</b> Stantec Consulting Ltd Project Manager: James Nichol 300-1311 Clyde Avenue Ottawa ON K2C 3G4  Email: James.Nichol@stantec.com	

End of Section

## VOLUME 1

<b>DIVISION 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
00 00 01	Cover Page	2
00 00 60	Project Directory	2
00 01 10	Table of Contents	6
00 01 15	List of Drawings	3
00 20 00	Instructions to Tenderers	7
00 20 10	Qualifications and Experience	4
00 21 15	Information Available to Tenderers	1
00 40 00	Form of Tender	6
00 43 00	Supplement to Tender: List of Subcontractors and Manufacturers	2
00 45 26	WSIB Declaration	1
00 80 50	Amendments to the CCDC 2-2008 Agreement	2
00 81 50	Supplementary Conditions CCDC 2-2008	8
00 82 50	Amendments to the CCDC 41-2008 Insurance Requirements	3
<b>DIVISION 01</b>	<b>GENERAL REQUIREMENTS</b>	
01007	Professional Seal Page	2
01010	Summary of Work	11
01015	Contractor's Use of Premises	3
01050	Coordination	3
01060	Regulatory Requirements	3
01080	Manufacturer's Services	4
01100	Special Project Procedures	10
01100 Supplement	D-005: Control of Vehicular & Pedestrian Traffic	13
01117	Construction Sequences & Constraints	10
01117 Attachment A	WWC Isolation Request Form	1
01117 Attachment B	F-1007 Sewer Flow Management Plan and Flow Maintenance	12
01210	Project Meetings	5
01310	Project Schedules	2
01330	Submittals Procedures	13
01355	Waste Management & Disposal	4
01400	Quality Control	5
01510	Temporary Utilities	4
01519	Preservation and Protection	5
01520	Construction Facilities	5
01560	Temporary Barriers and Enclosures	2
01645	Material & Equipment	14
01705	Contract Work Health & Safety Clauses	11
01705 Attachment	COVID-19 Questionnaire	1
01720	Preparation	4
01740	Cleaning	3
01750	Operations & Maintenance Manual	6
01770	Closeout Procedures	2
01780	Closeout Submittals	7
01800	Equipment Testing	19
01810	Commissioning	15
01820	Demonstration & Training	10
01820 Appendix A	Sample Training Outline	2
01820 Appendix B	Example of a Training Schedule	1
<b>DIVISION 02</b>	<b>SITE WORK</b>	
02140	Dewatering and Site Drainage	6
02150	Excavation Shoring Systems	6
02222	Demolition & Removals	6
02226	Removal of Existing Asphalt Pavement	2
02231	Clearing & Grubbing	3
02232	Tree Pruning	4

02250	Compaction Control & Testing	2
02311	Site Grading	2
02315	Excavating, Trenching & Backfilling	9
02362	Dust Control	1
02530	Sanitary Sewers	10
02531	Sewage Force mains	8
02721	Granular Base	3
02723	Granular Sub-Base	3
02741	Hot Mix Asphalt Paving	4
02770	Concrete Curbs & Sidewalks	3
02785	Unit Paving and Riverstone	16
02821	Chain-Link Fence, Gates & Bollards	5
02822	Precast Noise Barrier	4
02901	Tree and Shrub Preservation	6
02906	Planting of Trees, Shrubs and Ground Covers	11
02911	Topsoil and Finish Grading	5
02921	Mechanical Seeding	5
02933	Sodding	5
02980	Restoration	2
<b>DIVISION 03</b>	<b>CONCRETE</b>	
03100	Concrete Forming and Accessories	3
03200	Concrete Reinforcing	4
03300	Cast-in-Place Concrete	11
03410	Precast Concrete Structures	7
03700	Concrete Restoration	3
<b>DIVISION 05</b>	<b>METALS</b>	
05500	Metal Fabrications	7
<b>DIVISION 06</b>	<b>WOOD, PLASTICS, &amp; COMPOSITES</b>	
06610	FRP Fabrications	7
<b>DIVISION 09</b>	<b>FINISHES</b>	
09905	Wet Well Coating	4
<b>DIVISION 11</b>	<b>EQUIPMENT</b>	
11150	Process Piping	27
11160	Process Valves and Operators	14
11201	Isolation Gates	8
11210	Submersible Raw Sewage Pumps	11
11890	Passive Odour Control Valves	2
11955	Piping Leakage Testing	4
<b>DIVISION 13</b>	<b>SPECIAL CONSTRUCTION</b>	
13000	Instrumentation and Control	22
13520	SCADA-Wide Area Network	13
13991	Control Panels	20
<b>DIVISION 15</b>	<b>MECHANICAL</b>	
15010	Mechanical General Requirements	5
15101	Installation of Pipework	4
15192	Piping, Valves and Fittings – Gas	4

<b>DIVISION 16</b>	<b>ELECTRICAL</b>	
16010	Electrical General Requirements	8
16051	Installation on Cables in Duct and Trenches	2
16052	Concrete Encased Ducts	3
16054	Coordination, Short Circuit and Device Evaluation	11
16061	Grounding – Primary	7
16062	Grounding – Secondary	2
16070	Electrical Demolition	2
16071	Fastenings and Supports	2
16122	Wires and Cables (0 to 1000 V)	7
16131	Splitters Junction and Pull Boxes	2
16132	Outlet Boxes, Conduit Boxes and Fittings	2
16133	Conduits, Conduit Fastenings and Conduit Fittings	4
16141	Wiring Devices	3
16161	Outdoor Equipment Enclosures	7
16223	Motor Starters to 600V	16
16238	Installation of Natural Gas Power Generating Equipment	9
16238	Power Generation Natural Gas	23
16275	Dry Type Transformers Up to 600V	2
16302	Automatic Load Transfer Equipment	10
16370	Electrical Testing	13
16414	Disconnect Switches – Fused and Non-Fused	3
16441	Panelboards Breaker Type	4
16462	Surge Protective Devices to 600V	4
16505	Lighting Equipment	3

## VOLUME 2

<b>DIVISION 01</b>	<b>GENERAL REQUIREMENTS</b>	
01007	Professional Seal Page	2
01010	Summary of Work	11
01015	Contractor's Use of Premises	3
01050	Coordination	3
01060	Regulatory Requirements	3
01080	Manufacturer's Services	4
01100	Special Project Procedures	10
01100 Supplement	D-005: Control of Vehicular & Pedestrian Traffic	13
01117	Construction Sequences & Constraints	10
01117 Attachment	SP No. F-1007 Sewer Flow Management Plan and Flow Maintenance	12
01210	Project Meetings	5
01310	Project Schedules	2
01330	Submittals Procedures	13
01355	Waste Management & Disposal	4
01400	Quality Control	5
01510	Temporary Utilities	4
01519	Preservation and Protection	7
01520	Construction Facilities	5
01560	Temporary Barrier & Enclosures	2
01645	Material & Equipment	14
01705	Contract Work Health & Safety Clauses	11
01705 Attachment	COVID-19 Form	1
01720	Preparation	4
01740	Cleaning	3
01750	Operations & Maintenance Manual	6
01770	Closeout Procedures	2
01780	Closeout Submittals	7
01800	Equipment Testing	20
01810	Commissioning	15
01820	Demonstration & Training	10
01820 Appendix A	Sample Training Outline	3
<b>DIVISION 02</b>	<b>SITE WORK</b>	
02140	Dewatering & Site Drainage	8
02150	Excavation Shoring Systems	6
02222	Demolition and Removal	6
02225	Rock Excavation	2
02226	Removal of Existing Asphalt Pavement	2
02231	Clearing & Grubbing	3
02232	Tree Pruning	4
02250	Compaction Control & Testing	2
02311	Site Grading	2
02315	Excavating, Trenching and Backfilling	9
02362	Dust Control	1
02530	Sanitary Sewers and Flushing Hydrant	14
02531	Sewage Forcemains	8
02721	Granular Base	3
02723	Granular Sub-Base	3
02741	Hot Mix Asphalt Paving	4
02770	Concrete Curbs & Sidewalks	3
02785	Unit Paving and Riverstone	16
02821	Bollards	2
02822	Precast Noise Barrier	4
02901	Tree and Shrub Preservation	6
02906	Planting of Trees, Shrubs and Ground Covers	11
02911	Topsoil and Finish Grading	5
02921	Mechanical Seeding	5

02980	Restoration	2
02981	Timber Retaining Wall	6
<b>DIVISION 03</b>	<b>CONCRETE</b>	
03100	Concrete Forms	3
03200	Concrete Reinforcement	4
03300	Cast-in-Place Concrete	11
03410	Precast Concrete Structures	7
03700	Concrete Restoration	3
<b>DIVISION 05</b>	<b>METALS</b>	
05500	Metal Fabrications	7
<b>DIVISION 06</b>	<b>WOOD, PLASTICS, &amp; COMPOSITES</b>	
06610	FRP Fabrications	8
<b>DIVISION 09</b>	<b>FINISHES</b>	
09905	Wet Well Coating	4
<b>DIVISION 11</b>	<b>EQUIPMENT</b>	
11150	Process Piping	27
11160	Process Valves and Operators	15
11201	Isolation Gates	9
11210	Submersible Raw Sewage Pumps	11
11890	Passive Odour Control Valves	2
11955	Piping Leakage Testing	4
<b>DIVISION 13</b>	<b>SPECIAL CONSTRUCTION</b>	
13000	Instrumentation and Control	22
13520	SCADA-Wide Area Network	13
13991	Control Panels	20
<b>DIVISION 15</b>	<b>MECHANICAL</b>	
15010	Mechanical General Requirements	5
15101	Installation of Pipework	4
15192	Piping, Valves and Fittings - Gas	4
<b>DIVISION 16</b>	<b>ELECTRICAL</b>	
16010	Electrical General Requirements	8
16051	Installation on Cables in Trenches and in Ducts	2
16052	Concrete Encased Ducts	3
16054	Coordination, Short Circuit and Device Evaluation	11
16061	Grounding – Primary	7
16062	Grounding – Secondary	2
16070	Electrical Demolition	2
16071	Fastenings and Supports	2
16122	Wires and Cables (0 to 1000V)	7
16131	Splitters Junction and Pull Boxes	2
16132	Outlet Boxes, Conduit Boxes and Fittings	2
16133	Conduits, Conduit Fastenings and Conduit Fittings	4
16141	Wiring Devices	3
16161	Outdoor Equipment Enclosures	7



---

16223	Motor Starters to 600V	16
16235	Installation of Electric Power Generating Equipment	9
16238	Installation of Natural Gas Power Generating Equipment	24
16275	Dry Type Transformers Up to 600V	2
16302	Automatic Load Transfer Equipment	10
16370	Electrical Testing	13
16414	Disconnect Switches – Fused and Non-Fused	3
16441	Panelboards Breaker Type	4
16462	Surge Protective Devices to 600V	4
16505	Lighting Equipment	3

**End of Document**

The following is a list of the drawings dated 2021.07.23 which accompany these specifications and which form part of the Contract Documents for the Work:

## VOLUME 1 – LAPORTE WWPS RELIABILITY UPGRADES

<b>DRAWING</b>	<b>DESCRIPTION</b>
G-01	COVER SHEET
G-02	CIVIL LEGEND AND DRAWING INDEX
<b>CIVIL</b>	
C-01	CONSTRUCTION STAGING LIMITS AND CONCEPTUAL TEMPORARY STATION BYPASS PLAN
C-02	TRAFFIC CONTROL CONCEPTUAL PLAN - DAYTIME (REGULAR WORKING HOURS)
C-03	SITE REMOVALS PLAN
C-04	PROPOSED SITE PLAN
<b>LANDSCAPING</b>	
L-01	TREE PRESERVATION PLAN
L-02	REINSTATEMENT PLAN
<b>STRUCTURAL</b>	
S-000	GENERAL NOTES
S-001	FRP LADDER & ACCESS HATCH SECTIONS AND DETAILS
S-002	TYPICAL CONCRETE REPAIR DETAILS
S-003	WET WELL REMOVAL
S-004	WET WELL REHABILITATION
S-005	SUN SHADE DETAILS (5.0m X 1.5m)
S-006	CONCRETE THRUST BLOCK DETAILS
<b>PROCESS</b>	
P-00	PROCESS FLOW DIAGRAM
P-01	EXISTING MANHOLE DETAILS - REMOVALS
P-02	PLAN AT GRADE
P-03	PLAN AT PUMP LEVEL
P-04	SECTION A-A
P-05	DETAILS
<b>MECHANICAL</b>	
M-01	SITE PLAN
<b>ELECTRICAL</b>	
E101	SYMBOLS LEGEND
E102	TYPICAL CONSTRUCTION DETAILS (SHEET 1 OF 4)
E103	TYPICAL CONSTRUCTION DETAILS (SHEET 2 OF 4)
E104	TYPICAL CONSTRUCTION DETAILS (SHEET 3 OF 4)
E105	TYPICAL CONSTRUCTION DETAILS (SHEET 4 OF 4)
E106	AUTOMATIC TRANSFER SWITCH (SHEET 1 OF 3)
E107	AUTOMATIC TRANSFER SWITCH (SHEET 2 OF 3)
E108	AUTOMATIC TRANSFER SWITCH (SHEET 3 OF 3)
E109	PRSP01 SOFT STARTER SCHEMATIC DIAGRAM (TYPICAL FOR PSRSP02)
E201	SITE PLAN DEMOLITION
E202	WET WELL DEMOLITION

E203	SINGLE LINE DIAGRAM DEMOLITION
E204	SITE PLAN CONSTRUCTION
E205A	WET WELL PLAN CONSTRUCTION
E205B	WET WELL SECTION CONSTRUCTION
E206	SINGLE LINE DIAGRAM CONSTRUCTION
E207	PANEL SCHEDULE CONSTRUCTION
<b>INSTRUMENTATION</b>	
I101	SYMBOLS LEGEND
I102	AUTOMATIC TRANSFER SWITCH FIELD INTERFACE CONTROL SCHEMATIC CONSTRUCTION
I103	NATURAL GAS GENERATOR PSNGR01 FIELD INTERFACE CONTROL SCHEMATIC CONSTRUCTION
I104	RAW SEWAGE PUMP PRSP01 FIELD INTERFACE CONTROL SCHEMATIC (TYPICAL FOR PSRP02)
I105	UPS CONTROL PANEL INSTALLATION DETAILS CONSTRUCTION
I106	INSTALLATION DETAILS (SHEET 1 OF 2)
I107	INSTALLATION DETAILS (SHEET 2 OF 2)
I108	SCADA WAN PANEL LAYOUT AND BOM CONSTRUCTION
I109	DOCUMENT PANEL LAYOUT AND BOM CONSTRUCTION
I110	CP-01 CONTROL PANEL LAYOUT AND BILL OF MATERIALS CONSTRUCTION
I111	CP-01 CONTROL PANEL POWER DISTRIBUTION DIAGRAM CONSTRUCTION
I112	CP-01 CONTROL PANEL INPUT DISCRETE INPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I113	CP-01 CONTROL PANEL DISCRETE OUTPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I114	CP-01 CONTROL PANEL ANALOG INPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I115	BACKUP PLC DISCRETE INPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I116	BACKUP PLC DISCRETE OUTPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I117	BACKUP PLC ANALOG INPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I201	CONTROL PANEL LAYOUT DEMOLITION
I202	POWER DISTRIBUTION DIAGRAM DEMOLITION
I203	UPS PANEL LAYOUT AND SCHEDULE DEMOLITION
I204	FIELD ELECTRICAL SCHEMATIC (SHEET 1 OF 2)
I205	FIELD ELECTRICAL SCHEMATIC (SHEET 2 OF 2)
I206	DISCRETE LOOP I/O DIAGRAM DEMOLITION (SHEET 1 OF 4)
I207	DISCRETE LOOP I/O DIAGRAM DEMOLITION (SHEET 2 OF 4)
I208	DISCRETE LOOP I/O DIAGRAM DEMOLITION (SHEET 3 OF 4)
I209	DISCRETE LOOP I/O DIAGRAM DEMOLITION (SHEET 4 OF 4)
I210	DISCRETE OUTPUT LOOP DIAGRAM DEMOLITION
I211	ANALOG INPUT LOOP DIAGRAM DEMOLITION
I212	SCADA WIDE AREA NETWORK DIAGRAM DEMOLITION
I213	SCADA WIDE AREA NETWORK DIAGRAM CONSTRUCTION
I214	PRIMARY I/O LIST CONSTRUCTION
I215	BACKUP I/O LIST

## VOLUME 2 – LEONARD WWPS RELIABILITY UPGRADES

<b>DRAWING</b>	<b>DESCRIPTION</b>
G-01	COVER SHEET
G-02	CIVIL LEGEND AND DRAWING INDEX
<b>CIVIL</b>	
C-01	STAGING AND BYPASS PUMPING PLAN
C-02	TRAFFIC CONTROL CONCEPTUAL PLAN
C-03	SITE REMOVALS PLAN
C-04	PROPOSED SITE INSTALLATION PLAN (NORTH)
C-05	PROPOSED SITE INSTALLATION PLAN (SOUTH)
<b>LANDSCAPING</b>	
L-01	TREE INVENTORY AND PRESERVATION PLAN
<b>STRUCTURAL</b>	
S-000	STRUCTURAL GENERAL NOTES
S-001	FRP LADDER & ACCESS HATCH SECTIONS AND DETAILS
S-002	TYPICAL CONCRETE REPAIR DETAILS
S-003	WET WELL REHABILITATION
S-004	PIPE HAND RAILING AND WALLS RETAINING CONCRETE TOE WALL STANDARD DETAILS
S-005	SUN SHADE DETAILS
<b>PROCESS</b>	
P-00	PROCESS FLOW DIAGRAM
P-01	EXISTING MANHOLE DETAILS - REMOVALS
P-02	PLAN AT GRADE
P-03	PLAN AT PUMP LEVEL
P-04	SECTION A-A
P-05	DETAILS
<b>MECHANICAL</b>	
M-01	MECHANICAL LEONARD PUMPING STATION SITE PLAN
<b>ELECTRICAL</b>	
E101	SYMBOLS LEGEND
E102	TYPICAL CONSTRUCTION DETAILS (SHEET 1 OF 4)
E103	TYPICAL CONSTRUCTION DETAILS (SHEET 2 OF 4)
E104	TYPICAL CONSTRUCTION DETAILS (SHEET 3 OF 4)
E105	TYPICAL CONSTRUCTION DETAILS (SHEET 4 OF 4)
E106	AUTOMATIC TRANSFER SWITCH (SHEET 1 OF 3)
E107	AUTOMATIC TRANSFER SWITCH (SHEET 2 OF 3)
E108	AUTOMATIC TRANSFER SWITCH (SHEET 3 OF 3)
E109	PRSP01 SOFT STARTER SCHEMATIC DIAGRAM (TYPICAL FOR PSRSP02)
E201	KEY PLAN
E202	SITE PLAN DEMOLITION
E203	WET WELL DEMOLITION
E204	SINGLE LINE DIAGRAM DEMOLITION
E205	SITE PLAN CONSTRUCTION
E206	WET WELL PLAN CONSTRUCTION
E207A	WET WELL PLAN CONSTRUCTION

E207B	WET WELL ELEVATION CONSTRUCTION
E208	SINGLE LINE DIAGRAM CONSTRUCTION
E209	PANEL SCHEDULE CONSTRUCTION
<b>INSTRUMENTATION</b>	
I101	SYMBOLS LEGEND
I102	AUTOMATIC TRANSFER SWITCH FIELD INTERFACE CONTROL SCHEMATIC CONSTRUCTION
I103	NATURAL GAS GENERATOR PSNGR01 FIELD INTERFACE CONTROL SCHEMATIC CONSTRUCTION
I104	RAW SEWAGE PUMP PRSP01 FIELD INTERFACE CONTROL SCHEMATIC (TYPICAL FOR PSRP02)
I105	UPS CONTROL PANEL INSTALLATION DETAILS CONSTRUCTION
I106	INSTALLATION DETAILS (SHEET 1 OF 2)
I107	INSTALLATION DETAILS (SHEET 2 OF 2)
I108A	SCADA WAN PANEL LAYOUT AND BOM CONSTRUCTION
I108B	DOCUMENT PANEL LAYOUT AND BOM CONSTRUCTION
I109	CP-01 CONTROL PANEL LAYOUT AND BILL OF MATERIALS CONSTRUCTION
I110	CP-01 CONTROL PANEL POWER DISTRIBUTION DIAGRAM CONSTRUCTION
I111	CP-01 CONTROL PANEL DISCRETE INPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I112	CP-01 CONTROL PANEL DISCRETE OUTPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I113	CP-01 CONTROL PANEL ANALOG INPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I114	BACKUP PLC DISCRETE INPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I115	BACKUP PLC DISCRETE OUTPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I116	BACKUP PLC ANALOG INPUT MODULE TYPICAL WIRING DIAGRAM CONSTRUCTION
I201	CONTROL PANEL LAYOUT DEMOLITION
I202	POWER DISTRIBUTION DIAGRAM DEMOLITION
I203	UPS PANEL LAYOUT AND SCHEDULE DEMOLITION
I204	FIELD ELECTRICAL SCHEMATIC (SHEET 1 OF 2)
I205	FIELD ELECTRICAL SCHEMATIC (SHEET 2 OF 2)
I206	DISCRETE LOOP I/O DIAGRAM DEMOLITION (SHEET 1 OF 3)
I207	DISCRETE LOOP I/O DIAGRAM DEMOLITION (SHEET 2 OF 3)
I208	DISCRETE LOOP I/O DIAGRAM DEMOLITION (SHEET 3 OF 3)
I209	ANALOG INPUT LOOP DIAGRAM DEMOLITION
I210	SCADA WIDE AREA NETWORK DIAGRAM DEMOLITION
I211	SCADA WIDE AREA NETWORK DIAGRAM CONSTRUCTION
I212	PRIMARY I/O LIST CONSTRUCTION
I213	BACKUP I/O LIST CONSTRUCTION

**END OF DOCUMENT**

## 1 Tender Call

- .1 The City of Ottawa, hereinafter called the "City" invites Tenders for Contract Number:

**Request for Tender ("RFT") Number: 36521-91345-T06**

Described as follows:

To provide all labour, equipment and material for the Laporte and Leonard WWPS Reliability Upgrades.

## 2 Accuracy of Request for Tender and Receipt of Addenda

- .1 This RFT is available from the **MERX Distribution Unit** at [www.merx.com](http://www.merx.com). MERX is the official and sole distributor of this RFT and any issued Addenda. The MERX online system is also the official and sole Tender submission platform. If a Tenderer obtains this RFT by any means other than through MERX, ensuring the accuracy of the RFT and the receipt of any Addenda is the sole responsibility of the Tenderer. It is the responsibility of the Tenderer to regularly check [www.merx.com](http://www.merx.com) for any Addenda that may be issued prior to the RFT Closing Date. Addenda issued by the City prior to the RFT Closing Date form part of this RFT and must be acknowledged by Tenderers in the space provided in Section 00 40 00 – Form of Tender. Failure to acknowledge all issued Addenda may result in the Tender being deemed non-compliant and rejected.
- .2 The City relies on MERX's electronic advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.

## 3 Site Visit / Tenderers' Briefing

- .1 A virtual site visit will be available to all interested Tenderers; the meeting will be held remotely, and tenderers will be required to call into a Microsoft Teams meeting; the coordinates of which will be provided by the Administrative Authority within two days of the event. To confirm attendance, please email the Administrative Authority at [Julie-Ann.Williams@Ottawa.ca](mailto:Julie-Ann.Williams@Ottawa.ca). Refer to subsection 4 – Schedule of Events below, for date and time.

## 4 Schedule of Events

- .1 The following dates could be subject to change at the City's sole discretion.

Event	Date and Local Time
RFT release date	Thursday, 02 December 2021
Site Visit	Tuesday, 07 December 2021 – 9:30am
Deadline to submit questions	Wednesday, 15 December 2021

RFT Closing Date	Thursday, 23 December 2021 – 3:00pm
------------------	-------------------------------------

**5 Evaluation and Selection Methodology**

- .1 By submitting a Tender, the Tenderer agrees to be bound by the process set out in this solicitation regarding the conduct of this solicitation and the evaluation of Tenders, as further described in Section 00 40 00 – Form of Tender.
- .2 The City reserves the right to conduct steps of the evaluation consecutively or concurrently. That is, the fact that the City has proceeded to a later step shall not imply that the City has conclusively determined that the Tenderer has passed all of the preceding steps.

Step	Evaluation Stage Description	Weighting
1	Compliance Assessment	Pass/Fail
2	Financial Evaluation	80 evaluation points
3	Vendor Performance Management (VPM) Evaluation	20 evaluation points
4	Due Diligence	N/A
5	Basis of Award	N/A
6	Debriefing	N/A
	<b>Total points available</b>	<b>100 evaluation points</b>

**Step 1 – Compliance Assessment**

Tenders will be evaluated to determine if the Tender is responsive to the requirements of this solicitation. Tenders deemed by the City to be non-responsive at Step 1 will not be evaluated in accordance with Steps 2 through 6 below.

**Step 2 – Financial Evaluation**

The award of financial points shall be based on the percentage difference between a Tenderer’s price and the lowest responsive Tender. The lowest responsive Tender will be calculated based on the Total Tender Price (HST excluded), minus any prompt payment discount offered. The lowest responsive Tender will receive the maximum number of available points and other Tenders will be allocated points pro-rata to the extent they exceed the lowest responsive Tender.

$$Full\ Points - \left[ \frac{(Financial\ Bid) - (Low\ Responsive\ Tender)}{(Lowest\ Responsive\ Tender)} \right] \times full\ points = Total\ Financial\ Points$$

Example:

Tenderer A's Tender is \$95. Tenderer A would receive 80.00 out of 80.00 available financial points

$$80 - \left( \frac{(\$95.00 - \$95.00)}{\$95} \right) \times 80 = 80.00 \text{ financial points}$$

Tenderer B's Tender is \$100. Tenderer B would receive 75.79 out of 80.00 available financial points.

$$80 - \left( \frac{(\$100.00 - \$95.00)}{\$95} \right) \times 80 = 75.79 \text{ financial points}$$

### **Step 3 – Vendor Performance Management (VPM) Evaluation**

In its evaluation and selection process, the City will be taking into consideration the overall vendor scores (OVS) of Tenderers as calculated in the City's VPM System.

The VPM points will be determined by multiplying a Tenderer's OVS, as recorded in the City's VPM System on **01 December 2021** (the "Calculation Date"), by 0.2 (20%).

Example:

Tenderer A's OVS is 80 – Tenderer A would receive 16.00 out of 20.00 available VPM points.

$$80 \times 0.2 = 16.00 \text{ VPM points}$$

Tenderer B's OVS is 79 – Tenderer B would receive 15.80 out of 20.00 available VPM points.

$$79 \times 0.2 = 15.80 \text{ VPM points}$$

#### Tenderers Without an Overall Vendor Score

Where a Tenderer does not have an OVS recorded in the VPM System, its Tender will be evaluated using the construction industry average OVS as recorded in the VPM System on the Calculation Date. The applicable industry average OVS is **79.7**.

Tenderers should note that where the construction industry average OVS has been used to evaluate a Tender, that Tender shall not bypass a Tender whose Tenderer has a VPM vendor score recorded in the VPM System and has submitted the lowest responsive Tender.

#### Joint Ventures

If a Tender is submitted as a joint venture, that Tender will be evaluated using the average of the individual OVSs of the members comprising the joint venture as of the Calculation Date.

If one or more members of the joint venture do not have an OVS recorded in the VPM System, the construction industry average score will be used in combination with the OVS of those members who have an OVS in the VPM system to calculate the total average OVS of the joint venture.

Tenderers should note that where the construction industry average has been used to calculate a joint venture's OVS, that Tender shall not bypass a Tender whose Tenderer has a VPM vendor score recorded in the VPM System and has submitted the lowest responsive Tender.



## **Step 4 – Due Diligence**

The City, in its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of a Tenderer's submission. The City may seek clarification of any of the elements contained in the submission and seek the information as outlined in Section 00 20 10 –Qualifications and Experience. Tenderers are expected to cooperate in providing clarification on any of the components of their Tender. Tenders that fail to satisfy the due diligence phase will not be given any further consideration.

Tenderers may be required to provide supplemental information concerning their Tenders if requested by the City. Generally, such information should be provided within twenty-four (24) hours of the City's request.

## **Step 5 – Basis of Award**

The City intends to award a contract on the basis of "best overall value" to the City as determined by the Tender which:

1. Is compliant to the terms, conditions and specifications of the RFT;
2. Achieves the highest combined score in the evaluation of the Financial Score and VPM Score:
  - a. 80 points for financial evaluation + 20 points for VPM evaluation = 100 points for combined score

## **Step 6 – Debriefing**

Tenderers are entitled to request a debriefing from the City of how their Tender was evaluated. Debriefing sessions should be requested within 10 days following the conclusion of Step 5 of the evaluation process.

## **6 Submission of Tenders**

Tenderers must:

- .1 download this document, complete the required fields in the Form of Tender found in Section 00 40 00, and attach it to their electronic Tender.
- .2 use the following naming conventions when submitting their electronic Tender documents:  
00 40 00 – Form of Tender:  
36521-91345-T06 FOT CompanyName  
e.g. 36521-91345-T06 FOT ABCCompany
- .3 ensure Electronic Tenders submitted are complete; without the Form of Tender found in 00 40 00, the Tender will not be accepted and will be deemed non-compliant. Tenders must be signed by an authorized official of the Tenderer. Should there be a discrepancy between the wording contained in this RFT and any issued Addenda and the wording contained in the MERX online system, the wording contained in this RFT and issued Addenda shall prevail. Should there be a discrepancy between the information provided by the Tenderer in the RFT, including but not limited to the Form of Tender, and the electronic fields in the

MERX online system, the information provided by the Tenderer in the RFT shall prevail;

- .4 ensure that all sections of the Form of Tender are fully and accurately completed. Under no circumstances will a Tenderer be permitted to revise its Tender after the RFT Closing Date;
- .5 ensure Tenders are legible. Any form of erasure, strikeout or overwriting must be initialed by the Tenderer's authorized signing officer; and
- .6 ensure that any supplementary information and literature, either as requested by the City or as deemed by a Tenderer to be relevant to their Tender, should be included in a Tender submission. However, should such additional information in any way qualify or restrict the Tender, it may result in the Tender being deemed non-compliant and rejected.

## **7 Time for Receiving Tenders**

- .1 All Tender submissions must be received no later than 3:00 P.M. local time on the date outlined in Subsection 4 – Schedule of Events. Late Tender submissions will not be accepted. Tenders submitted physically, by email, or by facsimile will not be accepted.
- .2 Unofficial results shall be published by MERX as soon as possible after that time.
- .3 Tenderers should note that the pricing information published by MERX is unofficial and preliminary in nature, only, and should not be construed as an indication of which Tenderer is being awarded the contract. All documentation is subject to review for mathematical accuracies, compliance with the specifications and compliance with the terms and conditions of the contract, the completion of which will ultimately determine the successful Tenderer.

## **8 Questions**

- .1 All inquiries regarding this RFT are to be directed to the Contracting Authority specified herein. Inquiries must be received in writing via MERX no later than the date specified in Subsection 4 – Schedule of Events. Should the MERX system not accept the inquiry, it is Tenderers' responsibility to contact the Contracting Authority by email prior to 3pm on the RFT Closing Date. Both the questions and answers will be distributed to all potential tenderers by way of written addendum, published in MERX, without identifying the source(s) of the inquiry. The City is not obligated to respond to an inquiry or question received after this time period has elapsed. The Tenderer shall not be entitled to rely on any response or interpretation received from the City unless that response or interpretation is provided by the Contracting Authority by way of addendum.

## **9 Electronic Bid Bond**

- .1 An electronic bid bond with a value of ten percent (10%) of the Tender Price is required with this RFT. The electronic bid bond must meet the requirements set out in 9.1.2 below. The Tenderer agrees that should it withdraw its Tender within the stated Tender Acceptance Period, the City may enforce the bond. No interest shall be payable on any bid bond.
- .2 Electronic bid bonds shall be issued by an established surety company satisfactory to the

City and be irrevocable for the entire Tender Acceptance Period and thereafter, if the Tender is accepted, until such time as the performance security has been provided. Electronic bid bonds must meet all of the following criteria:

- .1 The bid bond submitted by the Tenderer must be verifiable by the City with respect to the totality and wholeness of the form, including: the content; all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company;
- .2 The bid bond must be viewable, printable and storable in standard electronic file formats compatible with the City's requirements. Allowable formats include PDF. Hard copy original, fax and scanned PDF are not acceptable;
- .3 The bid bond must be capable of verification by the City immediately upon submission and at any time during the Tender Acceptance Period and thereafter, if the Tender is accepted, until such time as the performance security has been provided, at the discretion of the City with no requirement for passwords or fees. An electronic bid bond which fails the verification process will be considered non-compliant and the Tender will be rejected. An electronic bid bond which passes the City's verification process will be treated as original and authentic; and
- .4 The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding the above requirements.

## **10 Irregular Tenders**

- .1 The City shall be the sole judge of whether a Tender is irregular. This RFT shall be governed by the City of Ottawa Procurement By-law No. 50 of 2000. Tender irregularities will be dealt with in accordance with Schedule "A" of the Procurement By-Law. The Procurement By-law can be accessed at the following link:

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

## **11 Unbalanced Tenders**

- .1 The Tenderer shall not submit an unbalanced Tender.
- .2 The City shall have the right to:
  - .1 deem a Tender to be unbalanced; and
  - .2 reject a Tender, which it deems to be unbalanced.

## **12 Preparation of Tender**

- .1 Under no circumstances shall the City be responsible for any costs incurred by any Tenderer related in any way to its Tender submission, including costs of preparation, negotiation and/or provision of any additional information respecting its Tender.

## **13 Collusion**

- .1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:
  - .1 ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and
  - .2 prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

#### **14 Conflict of Interest**

- .1 Tenderers are required to disclose to the City any potential conflict of interest prior to submitting a Tender. If a conflict of interest does exist the City may, at its sole discretion, reject a Tender until the matter is resolved to the satisfaction of the City.

#### **15 Municipal Freedom of Information and Protection of Privacy Act**

- .1 The City is subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") with respect to information under its custody and control. Accordingly, all documents provided to the City by a Tenderer pursuant to this RFT may be available to the public unless the party submitting the information requests that it be treated as confidential. Please note however that all information is subject to MFIPPA and may be subject to release under MFIPPA notwithstanding a Tenderer's request to keep information confidential.

#### **16 No Lobbying**

- .1 Tenderers, any members of the Tenderer's team or advisors must not engage in any form of political or other lobbying whatsoever with respect to this RFT or seek to influence the outcome of the RFT process. In the event of any such lobbying, the City may at any time and at its sole discretion, disqualify and/or reject any Tender without further consideration. All correspondence or communication by Tenderers must be directed to the Contracting Authority.

#### **17 Tender Acceptance**

- .1 Acceptance of the Tender shall occur at the time the City awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

#### **18 Reserved Rights**

- .1 Notwithstanding anything to the contrary in this RFT and without limiting any rights the City may reserve elsewhere in this RFT or may otherwise have at law, in equity or otherwise, the City reserves the following rights, any or all of which the City may elect to exercise in appropriate circumstances at the City's reasonable and considered discretion:

The City may accept any Tender, whether it is the lowest or not, or may reject any or all Tenders.

Without limiting the generality of Item 18.1, the City shall have the right to:

- .1 accept an irregular Tender; and
- .2 accept a Tender which is not the lowest Tender; and
- .3 reject a Tender, even if it is the only tender received by the City.

Without further limiting the generality of subsection 18.1, the City may reject a Tender if any

of the following circumstances is present:

- .1 the Tenderer's privileges are suspended or are in the process of being suspended;
  - .2 the bidding privileges of any employee or subcontractor included as part of the Tender are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - .3 the Tenderer is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - .4 evidence, satisfactory to the City, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Tenderer, any of its employees or any subcontractor included as part of its Tender;
  - .5 with respect to current or prior transactions with the City, the City has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Tenderer, any of its employees or any subcontractor included as part of its Tender; or
  - .6 with respect to current or prior transactions with the City, the City determines that the Tenderer's performance on other contracts is sufficiently poor to jeopardize the successful completion of the Work.
- .2 In assessing the Tenderer's performance on other contracts pursuant to subsection 18.1.6, the City may consider, but is not limited to, such matters as:
- .1 the quality of workmanship in performing the Work;
  - .2 the timeliness of completion of the Work;
  - .3 the overall management of the Work and its effect on the level of effort demanded of the City and its representative; and
  - .4 the completeness and effectiveness of the contractor's safety program in effect during the performance of the Work.
- .3 Without limiting the generality of subsections 18.1, 18.2 and 18.3, the City may reject any Tender based on an unfavourable assessment of the:
- .1 adequacy of the Tender price to permit the Work to be carried out and, in the case of a Tender providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the Work to which that price applies;
  - .2 Tenderer's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform the Work competently; or
  - .3 Tenderer's performance on other contracts.
- .4 The City may waive informalities and minor irregularities in Tenders received if the City determines that the variation of the Tender from the exact requirements set out in the Contract Documents can be corrected or waived without being prejudicial to other Tenderers.

- .1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender and all Addenda issued by the City pertaining to this Contract.
- .2 Tender Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer licence or grant for other purposes.

## **20 Errors, Omissions and Discrepancies in the Contract Documents**

- .1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, it shall immediately notify the Contracting Authority identified in Section 00 00 60 Project Directory.
- .2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

## **21 Tender Acceptance Period**

- .1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the RFT Closing Date (the "Tender Acceptance Period").
- .2 If the Tenderer revokes its offer prior to the expiration of sixty (60) days after the Tender opening, the Tenderer shall forfeit its Tender deposit but this shall not prohibit the City from pursuing any other legal remedy which it may have.
- .3 While the City will attempt to award the Contract as expeditiously as possible, the Tenderer shall make allowance in the Construction Schedule for the full Tender Acceptance Period noted above. Such allowance shall include all financial obligations required to complete the project as specified.

## **22 Substitutions**

- .1 The Contract is based on the Contract Documents.
- .2 Specific materials, products and systems are specified to provide a standard of acceptance. Equivalent materials, products or systems by other manufacturers are acceptable as substitutions only when approved by an Addendum.
- .3 Substitutions, which do not satisfy the above requirements, will be rejected by the Consultant.
- .4 In the event that, prior to closing of tenders, the Tenderer wishes to offer a substitution or a proposal of work, materials or methods as an alternative to those described in the Contract Documents, it shall submit a request in writing at least 7 calendar days prior to the RFT Closing Date.
- .5 The request shall include:
  - .1 a description of the proposed substitutions; and
  - .2 in the case of materials, products or systems, a direct comparison between the properties and compliances of the specified materials, products or systems with

- the properties and compliances of the proposed substitution, arranged in tabular form in the same sequence as specified herein or in the sequence listed in the specified manufacturer's published literature, as applicable; and
- .3 in the case of materials or products, country of manufacture.
  - .4 if requested by the Director, a list of no less than five projects of comparable size where the proposed substitution has been used in a similar application. Such projects shall have been completed prior within the last ten years and, where applicable, shall have been subject to climatic conditions similar to those experienced in Ottawa. The list shall include the name and current telephone number of the Architect and the Owner for each project.
- .6 In the event that the Consultant deems the information provided with the request for approval of a substitution to be inadequate, the request may be rejected.
  - .7 Approval of alternative proposals of work, materials or methods will be signified by the issue of an addendum.
  - .8 The cost of additional work and/or modification to the design due to the use of alternative materials, products or systems shall be borne by the Contractor.
  - .9 Where the terms "or equal", "or equivalent" or terms of similar meaning are used in the specifications, this shall not be construed as acceptance of any alternative material, product or system to those specified. The use of these terms does not relieve the Contractor from his responsibility to follow the procedures for approval of substitutions specified herein (during tender period) or the procedures described in Section 01 00 50 "General Instructions" (after award of Contract).
  - .10 No substitutions will be permitted after award of the Contract except in accordance with General Conditions GC 6.1 "CHANGES" and as described in Section 01 10 00 "General Instructions". For procedures regarding substitutions after the award of the Contract, refer to General Conditions GC 6.1 "CHANGES".

## **23 Examinations of Documents and Site**

- .1 Each Tenderer, before submitting its Tender, shall carefully examine the drawings and specifications to establish the extent of the work and shall visit and examine the site and fully inform itself of all the existing conditions, limitations and difficulties which may arise and include in its Tender the cost of all labour, materials, equipment and services required to complete the Work.
- .2 Carefully examine existing conditions prior to submitting a Tender. No extras will be authorized for work which could have been determined by a thorough, careful examination of site conditions by an experienced person.
- .3 Drawings and Specifications are complementary. Items shown or mentioned in one and not in the other are deemed to be included as part of the contract.
- .4 In the event of any discrepancy between the Drawings and the Specifications, the Specifications shall apply. If any item is shown on the Drawings but not in the Specifications, this does not mean that the items shown on the Drawings only are not in the Contract. See

23.6 below.

- .5 In the event of any discrepancy between one drawing and another, the larger scale drawing shall apply. If an item is shown on a smaller scale Drawing but not on the larger it is part of the Contract.
- .6 Where an item is shown on the Drawings but not in the Specifications, the Contractor shall supply and install to standard institutional quality.
- .7 The sequence and numbering of the drawings and details and the organization of the specifications into Divisions and Sections are established for convenient ordering of information. It must not be assumed that such ordering of information is intended to define or limit the scope of extent of the work of any particular subcontractor or supplier. The drawings and specifications as a whole must be fully read, in detail, to determine the extent of any portion of the Work. It is the responsibility of the Contractor to coordinate subcontractors and suppliers prices such that the stipulated Tender Price is all-inclusive as specified herein.
- .8 Sub-Contractors are responsible to familiarize themselves with the Contract Documents and the work of all trades therein. Sub-Contractors must base their quotations to the General Contractor on a thorough review of the entire Contract Drawings and Specifications.

## **24 Amendments to Tenders**

- .1 Tenders submitted in accordance with these instructions are irrevocable. Requests for withdrawals or revisions for whatever reason will be allowed only if unequivocal, submitted in writing, and received by the Contracting Authority prior to Tender Closing Date.

## **25 Successful Tenderer - Bonds**

- .1 Performance security will be required from the successful Tenderer prior to the execution of a Contract. The performance security must be electronic in form and comply with s. 85.1 of the Construction Act, R.S.O. 1990 c.30. For greater certainty and without limiting the application of s. 85.1, the Tenderer shall provide to the City an electronic labour and material payment bond in the amount of fifty percent (50%) in the form prescribed by the Construction Act that complies with s. 85.1(4) of the Act and an electronic performance bond in the amount of fifty percent (50%) in the form prescribed by the Construction Act that complies with s. 85.1(5) of the Act. The performance security will be retained until completion of the Contract to the satisfaction of the City.
- .2 Failure of a Tenderer to provide performance security within seven business days of being requested to do so may result in the rejection of the Tender, at the sole and absolute discretion of the City.
- .3 The above noted bonds must be electronic in form and meet the following requirements:
  - .1 Electronic bonds shall be issued by an established surety company satisfactory to the City and be irrevocable until the warranty period has expired.
  - .2 Each bond must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with



the surety company, or an approved verification service provider of the surety company;

- .3 Each bond must be viewable, printable and storable in standard electronic file formats compatible with the City's requirements. Allowable formats include PDF. Hard copy original, fax and scanned PDF are not acceptable;
  - .4 Each bond must be capable of verification by the City immediately upon submission and at any time during the life of each bond and at the discretion of the City with no requirement for passwords or fees. Each bond which passes the City's verification process will be treated as original and authentic. The results of the verification must provide a clear, immediate and printable indication of pass or fail.
- .3 The performance security amount may be reduced at various stages of the project, at the discretion of the City.

## **26 Successful Tenderer - Workplace Injury Summary Report ("WISR")**

- .1 The successful Tenderer must provide a current copy of its Workplace Injury Summary Report ("WISR") as provided by the Ontario Workplace Safety and Insurance Board.
- .2 The City will review the WISR and assess the overall health and safety rating of the Tenderer. Tenderers whose rating indicates an increased risk to the City will be required to provide further information regarding the Tenderer's health and safety programs and practices currently in place.
- .3 Failure of a Tenderer to provide WISR within seven (7) Days of being requested to do so may result in the rejection of the Tender, at the sole and absolute discretion of the City.

## **27 Successful Tenderer - Execution of Form of Agreement**

- .1 The successful Tenderer shall execute, in triplicate, signed and sealed copies of the Agreement between City and Contractor that forms part of the Contract Documents.
- .2 The successful Tenderer shall forward the three copies of the executed Agreement to the City.

## **28 Time for Completion of Contract / Work**

- .1 The successful Tenderer shall acknowledge that time is of the essence, and as such, shall allocate the appropriate resources, manpower, as is required in the project construction schedule and shall achieve Substantial Performance of the Contract by **[16/December/2022]**.
- .2 The Contractor shall achieve Final Completion and obtain Final Occupancy Permit by **[13/January/2023]**. Note requirements listed in Section 00 40 00 FORM OF TENDER.

## **29 Successful Tenderer - Submission of Documentation**

- .1 The successful Tenderer shall submit the documentation as required by the subsection 25 "Successful Tenderer - Bonds", subsection 26 "Successful Tenderer - Workplace Injury Summary Report ("WISR")", subsection 27 "Successful Tenderer - Execution of Form of Agreement" and "Successful Tenderer – Insurance" as required in CCDC 41, CCDC Insurance Requirements, dated January 21, 2008, and Section 00 82 50 "Amendments to the CCDC 41 2008 Insurance Requirements" within seven working days from the day the City notifies the successful Tenderer that the documentation must be submitted to the City.
- .2 If the successful Tenderer fails to comply with the above requirements, the City may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the City.

## **30 Successful Tenderer - Commencement of the Work**

- .1 The successful Tenderer shall not commence the Work until it has received a Commence Work Order issued by the City.

## **31 Vendor Performance Management**

- .1 The City of Ottawa will evaluate the performance of contractors and consultants on the delivery of construction related contracts for design, construction and contract administration services. The results of such evaluations will be recorded in the City's Vendor Performance Management (VPM) System. The goals of the City's VPM System are to improve communication between the City and its contractors and consultants and to encourage better performance.
- .2 The Contract resulting from this RFT will be subject to a performance evaluation conducted by the City's Project Manager and recorded in the City's VPM System.
- .3 The City reserves the right to consider the Contractor's performance on City contracts, as recorded in the VPM System, in the award of future contracts. The City will support all evaluations in the VPM System with documentation recorded by the City's Project Manager in accordance with the City's "Contract Administration and Reporting on Supplier Performance Procedures."

## **32 SAP Ariba**

- .1 In 2020, the City of Ottawa began utilizing SAP Ariba for the processing of requisitions, purchase orders and invoicing in order to streamline our procurement and accounts payable processes. SAP Ariba provides many benefits to the City and its suppliers including real-time purchase order delivery, use of online catalogs and invoice automation.
- .2 Suppliers transacting on the SAP Ariba network may be subject to additional fees. To learn more, please visit SAP Ariba Subscriptions and Pricing.
- .3 The City reserves the right to transition the Contract resulting from this solicitation to the new SAP Ariba system at any time which will streamline the submission of invoices and receipt of purchase orders. By submitting a Tender, the Contractor hereby agrees to transition the

Contract to the new SAP Ariba system should the City elect to do so.

END OF SECTION

**QUALIFICATIONS AND EXPERIENCE**

The General Contractor shall provide the mandatory experience indicated for Project Manager and Site Superintendent **within seventy-two (72) hours after notice by the City.** The General Contractor shall satisfactorily identify the requirements provided meet the submission for RFT No. 36521-91345-T06 Laporte and Leonard WWPS Reliability Upgrades. Failure to meet these 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 Tenderer and shall be the sole judge to whether a tenderer meets the requirements of this Form of Tender.

**The following is to be completed and submitted upon request:**

**Experience of the General Contractor**

Tenderers should provide three (3) concise examples of projects similar to the specifications set out in this RFT, and of a similar complexity and scope, with a minimum value of \$500K. Project examples must have been substantially performed within the past ten (10) years.

Failure to meet the experience requirements will result in the tender being deemed non-responsive and will not be considered for contract award.

<b>Contractor's Information</b>	Name:	
	Address:	
	Point of Contact, Name and Title:	
	Phone Number:	
	Email:	
<b>Project Name</b>		
<b>Project Location</b>		
<b>Owner</b>	Name:	
	Owner Contact & Title:	
	Address:	
	Phone Number:	Email:
	Architect/Engineer Contact:	Architect/Engineer Phone Number:
<b>Budget</b>	Initial Budget: \$	Actual Cost: \$
<b>Completion</b>	Scheduled Completion:	Actual Completion:

<p><b>Project Details</b> <i>Include comments about the difference between Initial Budget and Actual Cost</i></p>	
<p><b>Contractor's Responsibility</b></p>	
<p><b>Relevance to this Project</b></p>	

References may be contacted by the City. References should be notified accordingly. Please provide a separate sheet for each project example.

### Experience of the Project Manager

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 Contractor. The Project Manager's experience shall demonstrate that the following requirements are as per RFT No. 36521-91345-T06 Laporte and Leonard WWPS Reliability Upgrades.

The General Contractor states that the following is a true account of their Project Manager's experience. Failure to meet the experience requirements will result in the tender being deemed non-responsive and will not be considered for contract award.

Project Manager's Name	
Relevant education, accreditations, qualifications and experience	
Years of Relevant Experience	
Project Example 1: Experience Managing Work of a Similar Scope and Complexity. Include project title, client name and location, project description, Project Manager's role, project complexity, budget and duration.	
Project Example 2: Experience Managing Work of a Similar Scope and Complexity. Include project title, client name and location, project description, Project Manager's role, project complexity, budget and duration.	

### Experience of the Project Site Superintendent

The General Contractor shall confirm the name and information for the **Site Superintendent** to be supervising all operations and activities on site on a full-time basis. The Superintendent's experience shall demonstrate that the following requirements are as per RFT No. 36521-91345-T06 Laporte and Leonard WWPS Reliability Upgrades.

The General Contractor states that the following is a true account of their Site Superintendent's experience. Failure to meet the experience requirements will result in the tender being deemed non-responsive and will not be considered for contract award.

Site Superintendent's Name	
Relevant education, accreditations, qualifications and experience	
Years of Relevant Experience	
Project Example 1: Experience Managing Work of a Similar Scope and Complexity. Include project title, client name and location, project description, Site Superintendent's role, project complexity, budget and duration.	
Project Example 2: Experience Managing Work of a Similar Scope and Complexity. Include project title, client name and location, project description, Site Superintendent's role, project complexity, budget and duration	

END OF SECTION

This Section 00 21 15 references applicable reports. These reports and information form part of and must be read in conjunction with the Contract Documents including Specifications and Drawings. These reports contain specific instructions and recommendations supporting the Contract Documents for which the Tenderer is responsible:

1. Geotechnical Report
2. DSR Report
3. Acoustic Reports
4. SAR Reports



<b>Tenderer's Name</b>			
Address			
Phone		Cell	
Contact Name			
Title			
Phone		Email	

## 1 Contract Documents

- .1 The Contract Documents for **Request for Tender Number 36521-91345-T06** are listed below. Should there be a discrepancy between the wording of one document and the wording of any other documents, the wording of the document that appears first on the list shall prevail:
- Section 00 80 50 – AMENDMENTS TO THE CCDC 2-2008 AGREEMENT as amended by any Addenda;
  - The Agreement between the City and Contractor, CCDC 2-2008;
  - Section 00 81 50 - SUPPLEMENTARY CONDITIONS CCDC 2–2008 as amended by any Addenda;
  - Definitions to the CCDC 2-2008;
  - GENERAL CONDITIONS CCDC 2-2008 – Stipulated Price Contract;
  - Section 00 82 50 – AMENDMENTS TO THE CCDC 41–2008 INSURANCE REQUIREMENTS, as amended by any Addenda;
  - CCDC 41-2008 INSURANCE REQUIREMENTS;
  - The City of Ottawa General Terms and Conditions, 26 February 2021;
  - Section 00 40 00 - FORM OF TENDER, as amended by any Addenda;
  - SPECIFICATIONS DIVISION 00 as listed in Section 00 01 10 - Table of Contents, as amended by any Addenda;
  - SPECIFICATIONS DIVISION 01 as listed in Section 00 01 10 - Table of Contents
  - SPECIFICATIONS DIVISIONS 2 to 16 as listed in Section 00 01 10 -Table of Contents, as amended by any Addenda;
  - Material and Finishing Schedule
  - DRAWINGS as listed Section 00 01 15 - List of Drawings, as amended by any Addenda;
  - CCDC 40 Rules for Mediation

## 2 Tenderer's Declarations

- .1 The Tenderer declares that it has obtained and read the Contract Documents.
- .2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.

- .3 Without limiting the generality of Item 2.2 of this Tender Form, the Tenderer declares that it has, at the time of tendering, fulfilled all of those obligations under the Contract, which are required to be fulfilled by the time of tendering.
- .4 The Tenderer declares that all information, which it has provided or will provide to the City, is true.
- .5 The Tenderer declares that this tender is made without knowledge, comparison of figures or arrangement with any other company, firm or person submitting a Tender for the same Work.
- .6 The Tenderer declares that no member of the City of Ottawa Council or any officer of the Corporation of the City of Ottawa is, or will become, interested directly or indirectly as a contracting party, partner, surety or otherwise or in the performance of the Contract, or in the supplies, Work or business to which it relates or in any portion of profits thereof, or of any such supplies to be used therein, or in any of the moneys to be derived therefrom.
- .7 The Tenderer agrees to provide, within 24 hours after close of Tender, a complete list of all Subcontractors and manufacturers that will be retained for the duration of the Contract. The Tenderer shall provide Section 00 43 00 – List of Subcontractors and Manufacturers that will be retained for the duration of the Contract as part of this Tender. Failure to provide Section 00 43 00 may disqualify the Tender.
- .8 The Tenderer agrees that as a condition of and prior to Contract award, the Tenderer shall submit a detailed breakdown of the Tender Price within 24 hours of close of Tender. Failure to provide a detailed price breakdown to the City's satisfaction may disqualify the Tender.
- .9 The Tenderer agrees that, within seven consecutive calendar days after the issuance of an official commence work order; the Tenderer will commence the work, assembling all necessary labour forces and equipment on the site and will continue the work with the utmost diligence until completion.
- .10 The Successful Tenderer shall complete the Work on or before the City's Date of Completion as set out in the article "Time for Completion of Contract / Work" in Section 00 20 00 "Instructions to Tenderers".
- .11 The Tenderer has put forth all of its comments and/or questions with respect to this RFT, including with respect to the use of VPM scores in the evaluation process, over the period that inquiries were permitted and affirms that its Tender has taken into consideration all responses provided by the City through published Addenda.
- .12 The Tenderer acknowledges and accepts the incorporation and use of VPM Scores in Tender evaluations, as defined in 00 20 00 – Instructions to Tenderers, Section 5 – Evaluation and Selection Methodology, including the use of the industry average OVS for Tenderers who do not have a Vendor Score in the VPM system.

- .1 The Tenderer offers to do the Work in accordance with the Contract Documents.
- .2 The Tenderer offers to do the Work and to accept payment at the stipulated price specified in this Tender Form, in accordance with the Contract Documents.

**4 Addenda**

- .1 The Tenderer acknowledges that it has received, reviewed and provided in its Tender Price for all work and costs associated with the following addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

**5 Payment Terms and Prompt Payment Discount**

- .1 In the absence of a prompt payment discount, the City will pay all invoices on a Net 28 basis meaning payments will be made by the City within twenty-eight (28) calendar days of receipt and acceptance of the invoice, or the receipt and acceptance of the goods or services, whichever is later.
- .2 Tenderers are encouraged to offer a cash discount for prompt payment which WILL be taken into consideration in the award of contract provided that the minimum number of calendar days for payment is fifteen (15). Should a prompt payment discount be offered that is not in accordance with this condition, the discount will not be taken into consideration in the award of contract however the discount may be claimed by the City in return for processing payment within the stated time frame.
- .3 Where prompt payment terms are offered, the following conditions apply:
  - a. The discount must be included in the Contract and shown on the vendor's invoice;
  - b. The invoice must be received by the City on the invoice date. The prompt payment period shall commence on the date the City receives the invoice.

c. The City may require that the amount of the discount be honoured by the vendor should any of the above-noted conditions not be met.

.4 The Tenderer hereby offers a prompt payment discount of \_\_\_\_\_% if payment is made within \_\_\_\_\_ calendar days following receipt and acceptance by the City of an invoice, or receipt and acceptance of the goods or services, whichever date is later, in the sole opinion of the City.

## 6 Stipulated Price

.1 Total Stipulated Tender Price is the price for all work as shown and specified.

<b>TOTAL STIPULATED TENDER PRICE*</b>	\$ _____ (excl. HST)
---------------------------------------	-------------------------

\*Canadian dollars

## 7 Liquidated Damages:

.1 This Part 7, "Liquidated Damages" shall be read in conjunction with Section 00 20 00 Instructions to Tenderers Part 28, Time for Completion of Contract / Work, whereas the date of Substantial Performance is required to be achieved by **16/December/2022**.

.2 The overall Work of this entire project shall achieve **Substantial Performance by 16/December/2022**. Time is of essence to ensure the **Laporte and Leonard WWPS Reliability Upgrades** project is completed on time.

.3 Should scope of Work for the full project not achieve Substantial Performance by **16/December/2022**, the Contractor shall credit the City of Ottawa **\$1,529.91 per working day/per site** for administrative costs incurred by the City until the full project is Substantially Complete.

## **SIGNATORIES**

This offer is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR (TENDERER)

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and title of person signing. The signee has the authority to bind the Tenderer.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and title of person signing. The signee has the authority to bind the Tenderer.*

**END OF SECTION**

**TO BE SUBMITTED WITHIN TWENTY-FOUR (24) HOURS OF CITY'S REQUEST  
WILL BE REQUIRED PRIOR TO CONTRACT AWARD**

Herewith is the List of Sub-Contractors referred to in Item 2.7 of the Tender Form

Tender submitted by: \_\_\_\_\_

TO: City of Ottawa

FOR: The **Laporte and Leonard WWPS Reliability Upgrades RFT No. 36521-91345-T06**. I/WE agree that this list will not be revised or substituted except as negotiated with the City in accordance with the General Conditions and relevant Supplementary Conditions of the Contract. We have ascertained that these subcontractors are capable of executing the work to the kind and quality specified and within the time and other limitations required.

Where the specifications call for minimum experience or other qualifications for the installer and/or the Manufacturer of a product, we confirm that we have verified that those listed below meet this qualification. **Certification verifying the required qualifications shall be attached to this list of Sub-Contractors and Manufacturers.**

<b>Sub-Trade</b>	<b>Sub-Contractor</b>
1. Excavation & Backfill Site Work, Piping	
2. Concrete	
3. Mechanical	
4. Electrical	
5. Landscaping	
6. Metal Works	
7. Wet well coating	
8. Pumps	
9. Valves and Process Piping	
10. Instrumentation	
11. Ladder and Platform	
12. Precast Concrete	
13. Dewatering/Bypass Pumping	
14. Acoustic Barrier	

---

Tenderer's Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
*has the authority to bind the corporation.*

END OF SECTION

---

**WORKPLACE SAFETY AND INSURANCE  
BOARD DECLARATION CANADA**

IN THE MATTER OF THE annexed  
Agreement made between

THE PROVINCE OF ONTARIO

and the CITY OF OTTAWA dated the  
\_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_, respect of

TO WIT:

I, \_\_\_\_\_ of the \_\_\_\_\_  
of \_\_\_\_\_ in the County of \_\_\_\_\_  
do solemnly declare as follows:

1. That I am \_\_\_\_\_ and as such have knowledge of the matters hereinafter declared to.
2. That \_\_\_\_\_ paid all assessments compensation payable to the Workplace Safety and Insurance Board, as provided for by Section GC10.4 of the General Conditions attached to and forming part of the said Agreement.
3. That \_\_\_\_\_ paid all taxes and/or penalties imposed on it by the Corporation Tax Act of the Province of Ontario.

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

DECLARED before me at the \_\_\_\_\_  
of \_\_\_\_\_ in the County  
of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

A COMMISSIONER, etc.

END OF SECTION



## 1 Form of Contract

- .1 The form of contract is the agreement as defined by the Canadian Construction Documents Committee, CCDC 2 - Stipulated Price Contract 2008 and as amended by Section 00 80 50, Section 00 81 50 and Section 00 82 50.

## 2 Article A-3 - Contract Documents

- .1 **DELETE** paragraph 3.1 and **SUBSTITUTE** the following:

"3.1 The following are the Contract Documents referred to in Article A-1 of the Agreement - THE WORK. Should there be a discrepancy between the wording of one document and the wording of any other documents, the wording of the document that appears first on the list shall prevail:

- Section 00 80 50 – AMENDMENTS TO THE CCDC 2-2008 AGREEMENT as amended by any Addenda;
- The Agreement between the City and Contractor, CCDC 2-2008;
- Section 00 81 50 - SUPPLEMENTARY CONDITIONS CCDC 2–2008 as amended by any Addenda;
- Definitions to the CCDC 2-2008;
- GENERAL CONDITIONS CCDC 2-2008 – Stipulated Price Contract;
- Section 00 82 50 – AMENDMENTS TO THE CCDC 41–2008 INSURANCE REQUIREMENTS, as amended by any Addenda;
- CCDC 41-2008 INSURANCE REQUIREMENTS;
- The City of Ottawa General Terms and Conditions, 26 February 2021;
- Section 00 40 00 - FORM OF TENDER, as amended by any Addenda;
- SPECIFICATIONS DIVISION 00 as listed in Section 00 01 10 - Table of Contents, as amended by any Addenda;
- SPECIFICATIONS DIVISION 01 as listed in Section 00 01 10 - Table of Contents
- SPECIFICATIONS DIVISIONS 2 to 16 as listed in Section 00 01 10 -Table of Contents, as amended by any Addenda;
- Materials and Finishing Schedule
- DRAWINGS as listed Section 00 01 15 - List of Drawings, as amended by any Addenda;
- CCDC 40 Rules for Mediation

## 3 Article A-5 - Payment

- .1 *In paragraph A-5.3.1 (1), **DELETE** “2% per annum” and **REPLACE** with “0% per annum”.*
- .2 *In paragraph A-5.3.1 (1), **DELETE** “4% per annum” and **REPLACE** with “0% per annum”.*
- .2 *In paragraph A-5.3.2:  
In the first line, **DELETE** “and in the manner prescribe by paragraph 5.3.1 of this article”,*
-

*And **REPLACE** with “of Prime plus 1% for”.*

#### **4 Article A-7 – Language of Contract**

.1 *In paragraph A-7.1: At the end of the first line, **DELETE** “French”.*

#### **5 Definitions**

.1 *Paragraph 9, Contractor:*

**ADD after the last sentence** “The Contractor shall be the constructor as defined within the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, (“the Act”) subject to sub-clause GC 3.2.1 – Construction by Owner or other Contract.”

.2 *Paragraph 24, Value Added Taxes:*

*In the first and second lines, **DELETE** “or any Provincial”.*

*In the third line **DELETE** “the Quebec Sales Tax”.*

END OF SECTION

---

## 1 GC 1.1 Contract Documents

### .1 **DELETE** paragraph 1.1.7.1 and **SUBSTITUTE** the following:

"1.1.7. The Contract Documents are listed below:. Should there be a discrepancy between the wording of one document and the wording of any other documents, the wording of the document that appears first on the list shall prevail:

.1

- Section 00 80 50 – AMENDMENTS TO THE CCDC 2-2008 AGREEMENT as amended by any Addenda;
- The Agreement between the City and Contractor, CCDC 2-2008;
- Section 00 81 50 - SUPPLEMENTARY CONDITIONS CCDC 2–2008 as amended by any Addenda;
- Definitions to the CCDC 2-2008;
- GENERAL CONDITIONS CCDC 2-2008 – Stipulated Price Contract;
- Section 00 82 50 – AMENDMENTS TO THE CCDC 41–2008 INSURANCE REQUIREMENTS, as amended by any Addenda;
- CCDC 41-2008 INSURANCE REQUIREMENTS;
- The City of Ottawa General Terms and Conditions, 26 February 2021;
- Section 00 40 00 - FORM OF TENDER, as amended by any Addenda;
- SPECIFICATIONS DIVISION 00 as listed in Section 00 01 10 - Table of Contents, as amended by any Addenda;
- SPECIFICATIONS DIVISION 01 as listed in Section 00 01 10 - Table of Contents
- SPECIFICATIONS DIVISIONS 2 to 16 as listed in Section 00 01 10 -Table of Contents, as amended by any Addenda;
- Materials and Finishing Schedule
- DRAWINGS as listed Section 00 01 15 - List of Drawings, as amended by any Addenda;
- CCDC 40 Rules for Mediation

### .2 **DELETE** paragraph 1.1.8 and **SUBSTITUTE** the following:

"1.1.8 The City shall provide the Contractor up to twenty-five (25) copies of the Contract Documents to perform the Work. Should the Contractor require additional sets, the contract documents will be made available to the contractor at their own expense."

## 2 GC 2.2 Role of the Consultant

### .1 *In paragraph 2.2.3, **AMEND** the second sentence by adding the following phrase to the end of the sentence:*

"... upon the request of the Contractor."

---

.2 *At paragraphs 2.2.7; **DELETE** the words: "Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER..." appearing in the first line of 2.2.7."*

.3 *At paragraph 2.2.15, **ADD** the following sentence:  
"The Consultant is hereby authorized to approve and sign a Change Directive on behalf of the City."*

### **3 GC 3.2 Construction by Owner or Other Contractors**

.1 *At paragraphs 3.2.2 and 3.2.3; **DELETE** the words: "When separate contracts are awarded for other parts of the Project, or..." and between the words "...performed by..." **ADD** "...on Site..."*

.2 *At paragraphs 3.2.2.2; **ADD** the words to the end of the sentence: "...upon notifying the contractor in writing accordingly."*

### **4 GC 3.5 Construction Schedule**

.1 ***ADD** to end of 3.5.2 "...and the owner reserves the right to request more frequent schedule updates of the project, where the project does not appear to be capable of being completed within the defined time frames of the contract."*

### **5 GC 3.6 Supervision**

.1 ***ADD** to end of 3.6.1 "...and the owner shall be notified in writing for consideration by the Consultant prior to changing the Supervisor".*

### **6 GC 3.9 Document on Site**

.1 *At GC 3.9, **ADD** the following subsections:*

*"3.9.2 Record drawings:*

*.1 The Contractor shall be required to produce and demonstrate to the Architect on a monthly basis that Contractor has kept the records of the adjustments of the work on a set of Record drawings kept on site.*

*.2 The contractor shall on a monthly basis issue a certificate with their monthly progress draw that the Record drawings are complete and up to date as reflected in the work certified to date.*

*.3 As part of the project breakdown, the contractor will identify a schedule of values associated with the monthly Record drawing update with a value of a 0.5% of the project and billed on a monthly basis.*

---

- .4 When the contractor requests for substantial performance, the contractor shall submit the mark-up Record drawings.
- .5 The Contractor will submit operation and maintenance instruction manuals updated and revised to show construction revisions.”

## **7 GC 5.1 Financing Information Required of the Owner**

- .3 **DELETE** paragraph 5.1.1.

## **8 GC 5.2 Applications For Progress Payment**

- .1 **ADD** 5.2.8 as follows: “The Contractor shall include an updated work schedule with each progress billing submission as required in Section 01005, General Instructions otherwise payment of progress billing shall be held back until the updated schedule is submitted.”
- .2 **ADD** 5.2.9 as follows: “The Contractor shall include an original signed Statutory Declaration and valid WSIB Certificate of Clearance with all progress payments (note: a statutory declaration is not required on the 1st Progress Draw).”

## **9 GC 5.3 Progress Payment**

- .3 *In paragraph 5.3.3. **DELETE** "20 days" in the second line of paragraph 5.3.3 and **SUBSTITUTE** "30 calendar days".*
- .2 *In paragraph 5.3.3. **DELETE** last bullet "- the last day....for payment is made."*

## **10 GC 5.5 Payment of Holdback Upon Substantial Performance of The Work**

- .3 **DELETE** paragraph 5.5.3 in its entirety.
- .4 *In paragraph 5.5.4; **DELETE** the first sentence in paragraph 5.5.4 and **SUBSTITUTE** the following:*  
" In a common law jurisdiction, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable ten (10) days following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of Work."  
  
- .3 **DELETE** paragraph 5.5.5 in its entirety.

## **11 GC 5.6 Progressive Release of Holdback**

- .1 **DELETE** the third and fourth lines in paragraph 5.6.1 and **SUBSTITUTE** the following:  
"the City may pay the Contractor the holdback amount retained for such subcontract work, or the Products supplied by such Supplier, ten (10) days following the expiration of the holdback period for such work"
- .2 **DELETE** paragraph 5.6.2 in its entirety

## 12 GC 5.7 Final Payment

- .1 **DELETE** in the second line of paragraph 5.7.4 "5 days" and **SUBSTITUTE** "30 days".

## 13 GC 6.2 Change Order and GC 6.3 Change Directive

- .1 **ADD** the following paragraph:
  - "6.2.3 All Quotations submitted for Changes to the Contract must include all associated cost impacts on time and shall not be qualified"
  - "6.2.4 All approved change orders must account for revisions to added or credited time to the Contract Schedule. Change Orders approved without the indication of a Change in time period of Contract cannot be contested at a later date. Additional or credit of time to contract must be represented with financial credit/extra associated with extension/reduction of contract time or overtime hours worked".
  - "6.2.5 This does not prevent the contractor from addressing a claim for cumulative time impact associated with multiple changes.
    - .1 Should it be demonstrated that the cumulative impact of multiple individual Change Orders and should the claim be supported with demonstrated documentation of the variation on the approved schedule, then the Contractor is entitled to submit costs to the Architect within 15 days of notifying the Owner of the change to the schedule."
  - "6.2.6 The adjustment in the Contract Price for a change carried out by way of a Change Order or a Change Directive as provided in GC 6.2 CHANGE ORDER and CG 6.3 CHANGE DIRECTIVE, shall be in accordance with the rates and conditions stipulated in this Supplementary Condition.
    - .1 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.
    - .2 For the determination of the costs associated with Change Orders and Change Directive, the following provisions will apply:
      - 2.1 The City will reimburse the contractor for "Field Labour Costs" as 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 unless it is clearly demonstrated that additional time above and beyond the extent of the "Time for Completion of Contract / Work".

- (i) "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.
- (ii) The Contractor will provide the City with the information required to calculate Field labour rates within 14 days of the date of Contract Award.
- (iii) 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.
- (iv) 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.

2.2 The City will pay the Contractor for the actual 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.

2.3 The City will pay for the cost of rentals for Contractor's owned equipment already on site will be based on the actual time such equipment is used beyond the period the equipment was expected to be on site, exclusive of operators time, and on the following basis:

- (i) At established hourly, daily, weekly or monthly rental rates.
- (ii) 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 week, or does not exceed 8 hours in any one day.
- (iii) For rental rates quoted, no differentiation will be made between equipment owned by Contractor or rented by Contractor from third parties.
- (iv) For equipment not already on site, rental agreements and copies of invoices from equipment Rental Company must accompany the

### Contractor's billing.

- .3 Where the Contractor arranged for Work to be carried out by a Subcontractor or its own forces 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 a 10% mark-up to the Contractor for all administration, supervision, bonding premiums, record documentation, overheads and profits.
  - .4 The City will reimburse the Subcontractor via the contractor or the contractor's own forces for actual Field Labour, material and equipment costs of work performed plus 15% a 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. 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.
  - .5 The City will provide for an additional 5% mark-up to the Subcontractor via the contractor for the profit and overhead associated with Change Orders and Change Directives that are a result of the of a Subcontractor's necessity to subcontract out a portion of the work.
  - .6 Maximum mark-up permitted on any Change Order or Change Directive will not exceed an aggregate total of 35%.
  - .7 When Change Orders or Change Directives are agreed by the owner to proceed on a time and material basis or the contractor is preparing a claim against the work, the contractor must:
    - 7.1 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.
    - 7.2 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 there from to permit the verification and audit thereof and the contractor 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.
-



7.3 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.

7.4 The City, its 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.

## 14 GC 6.5 Delays

.1 **ADD** the following paragraph:

"6.5.6 The costs which the Contractor may, from time to time, be entitled to pursuant to the provisions of paragraphs 6.5.1, 6.5.2 or 6.5.3 shall not include loss of profit or consequential damages and "reasonable costs" shall be specifically defined as documented, itemized costs directly attributable to delay and categorized as follows:

- extended job supervision
- extended site office overhead
- extended use of construction equipment
- wage and material cost escalation
- extended head office overhead and profit for the work at a reasonable rate demonstrated by the Contractor.

.2 **ADD** the following paragraph:

"6.5.7 Upon notice of Delay, the contractor shall demonstrate the impact of the delay clearly identified on each subsequent schedule update."

## 15 GC 6.6 Claims for Change in Contract Price

.1 **CHANGE** the following paragraph:

"6.6.1 **ADD** to the first sentence after the first word claim "...other than covered by GC 6.5 Delays..."

## 16 GC 7.1 Default Notice

.1 At paragraphs 7.1.2, **ADD** the following subsections:

"1 If, in the opinion of the Owner or Owner's Agent, the Contractor fails to satisfactorily carry out the obligations and duties of an employer and/or

- constructor as required under the Occupational Health and Safety Act, the Owner reserves the right to immediately notify the contractor in writing of the alleged default.
- .2 Upon issuance, the notice of alleged default shall be signed off by both the Contractor and the Owner or Owner's Agent."
- .2. *At paragraphs 7.1.3, **ADD** the following subsections*
- "4 In the case of an alleged default under GC 7.1.2.1, upon receipt of written notice, the Contractor shall take action forthwith to correct the default to the satisfaction of the Owner, or Owner's Agent."
- .3 *At paragraphs 7.1.4.2, **ADD** the following subsections:*
- "3 In the case of an alleged default under GC 7.1.2.1, and should the Contractor disagree with the alleged default, the Owner or the Owner's Agent reserves the right to terminate all or part of the work and immediately contact the Ontario Ministry of Labour to render a decision.
- .4 In the case of an alleged default under GC 7.1.2.1, should it be determined by the Ontario Ministry of Labour that a default did not occur, the Owner will reimburse all expenses to the Contractor for the termination of all or part of the work."

## 17 GC 7.2 Contractor's Right to Stop the Work or Terminate the Contract

- .1 **DELETE** paragraph 7.2.3.1 in its entirety.
- .2 *In paragraph 7.2.3.4 **DELETE** in the first and second lines the words "except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER".*

## 18 GC 8.3 Retention of Rights

- .1 **DELETE** paragraph 8.3.1 and **SUBSTITUTE** the following:  
"8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses."

## 19 GC 9.1 Protection of Work and Property

- .1 **ADD** the following sentence at the end of paragraph 9.1.2:  
"In addition, the Contractor is responsible to call all Utilities for service locates prior to commencing the work. Should the Contractor fail to call the necessary Utilities for locates, the Contractor will be responsible for all costs associated with the remedial measures to reinstate the existing service."

## 20 GC 9.2 Toxic and Hazardous Substances and Materials

- .1 **DELETE** paragraph 9.2.1 in its entirety.
- .2 **DELETE** paragraph 9.2.3 in its entirety.
- .3 **ADD** the following paragraph:  
"9.2.5.5 The reporting requirements of this provision do not relieve the Contractor from its legal responsibilities pursuant to any municipal, provincial or federal legislation."
- .4 **DELETE** paragraph 9.2.8 in its entirety.
- .5 **DELETE** paragraph 9.2.9 in its entirety.
- .6 **ADD** the following sentence to the end of paragraph 9.2.6:  
"The costs which the Contractor may, from time to time, be entitled to shall not include loss of profit or consequential damages."

## 21 GC 10.2 Laws, Notices, Permits and Fees

- .1 **ADD** the following to the end of the first sentence in paragraph 10.2.3:  
"...which were in force at the date of bid closing."

## 22 GC 11.1 Insurance

- .1 **ADD** the following sentence at the end of paragraph 11.1.1.1:  
"If the Contractor is to engage in (underpinning), and (soldier piling and lagging) operations, it shall ensure that it obtains an endorsement to its general liability insurance which overrides the (underpinning) and (soldier piling and lagging), or exclusion in that general liability insurance so that the Contractor is insured for its (underpinning) and (soldier piling and lagging) operations until the date of acceptance of the entire work by the City. If the Contractor employs Subcontractors for (underpinning) and (soldier piling and lagging) operations, the Contractor shall ensure that its subcontract includes the requirements for (underpinning) and (soldier piling and lagging) coverage as provided herein and the additional insureds required by this Contract".
- .2 **ADD** the following paragraph:  
"11.1.9 The Contractor shall provide the City with an original Certificate of Insurance and shall ensure that the City at all times is in receipt of a valid Certificate of Insurance for all the policies required by GC 11.1. The Contractor shall ensure that the Certificate of Insurance states that thirty (30) days prior written notice shall be given to all the named insureds in the event of any changes, cancellation or termination of the policies. The City's receipt and acceptance

of a Certificate of Insurance is in no way an approval of the Contractor's policy or policies of insurance, and does not affect the obligations to insure set out in this GC 11.1 -INSURANCE.

The City may withhold payment of any monies due to the Contractor under this or any other contract until the Contractor has provided the City with a valid Certificate of Insurance as required by this condition."

## **23 GC 13 Changes in the Work**

### **.1 ADD the following General Condition:**

"GC 13 CHANGES IN THE WORK

13.1 The Contractor shall inform the Surety Company or Companies who have issued Performance Bonds or Labour and Material Payment Bonds for this Contract, if any change to the Contract requires adjustments of the bonds, the Contractor shall initiate and pay for such adjustments.

13.2 The Contractor shall advise the Consultant if the schedule is affected by any change and obtain authorizations from the Consultant before proceeding with related work which may affect contemplated changes. The Contractor shall advise the Consultant of the effect on the overall schedule, if any, due to changes required by a Change Directive".

## **24 GC 15 Municipal Freedom of Information and Protection of Privacy**

### **.1 ADD the following:**

"GC 15 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

15.1 The Contract, including all Contract Documents, shall become public information, unless the Contractor specifically requests that certain parts of the Form of Tender remain confidential subject to the Municipal Freedom of Information and Protection of Privacy Act".

## **25 GC 16 Retail Sales Tax-Non-Resident Contractors**

### **.1 ADD the following General Condition:**

"GC 16 RETAIL SALES TAX - NON-RESIDENT CONTRACTORS

- 16.1 If the Contractor is a non-resident Contractor, as defined in the Retail Sales Tax Act, R.S.O. 1990, c.R.31 as amended, it will obtain and provide the City with a duplicate copy of a valid certificate issued by the Minister of Revenue indicating that the Contractor has fulfilled its obligation to deposit funds or a guarantee bond with the Treasurer of Ontario to secure payment of the tax payable in respect of tangible personal property consumed or used pursuant to or in the carrying out of the Contract.
- 16.2 The non-resident Contractor will provide the certificate within seven (7) Working Days of the date the City requests it. If the non-resident Contractor fails to provide the appropriate certificate within the time limit specified by this condition, the City may, in addition to any other remedies which it might have, withhold from payment to the non-resident Contractor, an administration fee, to be determined by the City, to cover costs incurred by the City to comply with the requirements of the Retail Sales Tax Act."

## **26 General Terms and Conditions**

The City's General Terms and Conditions (dated 26 February 2021) are incorporated by reference into this RFT. By Submitting a Tender, Tenderers 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 City's General Terms and Conditions can be accessed on the Procurement page on **Ottawa.ca**.

<https://documents.ottawa.ca/sites/documents/files/General%20Terms%20and%20Conditions%20-%20February%2026%2C%202021%20FINAL.pdf>

END OF DOCUMENT

---

Section 1, General Liability Insurance, **REPLACE** with

The Successful Tenderer shall provide and maintain continuously from commencement of the project until the issuance of the Certificate of Final Acceptance/Completion the following insurance and certificate requirements:

**Wrap-Up Liability** insurance issued on an occurrence basis for an amount of not less than \$10,000,000. per occurrence for all sums which the Successful Tenderer shall become obligated to pay by reason of liability imposed by law upon the Successful Tenderer for damages arising out of/or in connection with all operations of the Successful Tenderer, its agents, officers, employees or other persons for whom the Successful Tenderer is legally responsible relating to their obligations with the project. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; broad form products, broad form completed operations; premises, property & operations; personal injury; blanket contractual liability; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; medical payments; employees as additional insured(s); contingent employers liability; cross liability and severability of interest clause

Such insurance shall also include:

- 24 month completed operations
- Shall not contain any exclusions or limitations in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause
- Cover the use of explosives if applicable. The Successful Tenderer shall be solely responsible for all damage loss or costs resulting directly or indirectly from such use.
- The deductible shall not exceed ten thousand (\$10,000.) dollars and shall be the sole responsibility of the Successful Tenderer.

Such insurance shall include all contractors, sub-contractors, architects, engineers, project and construction managers as additional insured.

Such insurance shall add the City of Ottawa, their elected officials, agents, officers and employees as additional insured with respect to the operations of the Successful Tenderer. 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 favor of the City of Ottawa.

Section 2, Automobile Liability Insurance, **REPLACE** with

**Automobile liability** insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the project covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

Section 3, Aircraft and Watercraft Liability Insurance, **REPLACE** with

The Successful Tenderer shall ensure its professional consultants, engineers, planners and architects providing a professional service in connection with the project provide and maintain **Professional Liability (Errors and Omissions)** insurance coverage shall be obtained to a limit of not less than

---

\$2,000,000. If such insurance is written on a claim made basis, the coverage shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement. The Deductible shall be no greater than \$10,000. and will be the sole responsibility of the Successful Tenderer.

Section 4, "Broad Form" Property Insurance, **REPLACE** with **Broad Form Builders Risk** insurance coverage including Earthquake and Flood for the full replacement cost of the project. Such insurance shall include hard costs; soft costs; expediting expenses; debris removal; transit; unnamed locations; professional fees; fire fighting expenses; blanket bylaws, delayed opening and testing and commissioning. The policy will be issued in the name of the Successful Tenderer and the City of Ottawa.

The Deductible shall be no greater than \$10,000 for Direct Damage. The Deductible for Flood shall be no greater than \$25,000. The Deductible for earthquake shall be 3% of the total loss subject to a minimum of \$100,000. All Deductibles shall be the sole responsibility of the Successful Tenderer.

Section 5, Boiler and Machinery Insurance, **REPLACE** with **Equipment Breakdown** coverage issued on a Comprehensive Form including production machinery (if applicable) for the replacement cost of such project. Such insurance shall include soft costs; expediting expenses; water damage; hazardous substances; delayed opening, testing and commissioning and professional fees. The policy will be issued in the name of the Successful Tenderer and the City of Ottawa.

The Deductible shall be no greater than \$10,000 for Direct Damage and shall be the sole responsibility of the Successful Tenderer.

**ADD** additional Section prior to Section 7 Standard Exclusions as follows

**Environmental Impairment Liability** with a limit of not less than \$2,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up and a separation of insurance clause. If such insurance is issued on a claims made basis, such insurance shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Deductible shall be no greater than \$10,000. and will be the sole responsibility of the Successful Tenderer.

Such insurance shall include all contractors, sub-contractors, architects, engineers, project and construction managers as additional insured.

Such insurance shall add the City of Ottawa, their elected officials, agents, officers and employees as additional insured with respect to the operations of the Successful Tenderer. 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 favor of the City of Ottawa.

**ADD** another additional Section prior to Section 7 Standard Exclusions as follows

All contractors performing work under this Agreement shall maintain **Commercial General Liability** insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence

---

for any negligent acts or omissions by the contractors. 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 & operations; non-owned automobile; broad form property damage; owners & 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. Such insurance shall be in the name of the contractors and shall name the Successful Tenderer and the City of Ottawa as additional insured. Evidence of such insurance policies shall be on file with the Successful Tenderer.

**ADD** additional Section after Section 7 Standard Exclusions as follows

All the above insurance policies shall contain an endorsement to provide all Named Insured and Additional Insured with 30 days advance written notice of termination of the insurance coverage.

Prior to the commencement of work, the Successful Tenderer shall provide the City with certificates of insurance and upon the anniversary date(s) of such policies.

END OF SECTION

---