



Request for Quotations

For

Works Yard Salt Dome "A" Structural Repairs and Roof Replacement

Request for Quotations No.: **2020-24**

Issued: **March 17, 2020**

Submission Deadline: **April 8, 2020 at 3:00 PM local time**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Respondents	3
1.2 City’s Procurement Policy	3
1.3 RFQ Contact	3
1.4 Type of Contract for Deliverables	3
1.5 RFQ Timetable	4
1.6 Submission of Quotations.....	4
PART 2 – EVALUATION AND AWARD	6
2.1 Stages of Evaluation.....	6
2.2 Stage I – Mandatory Submission Requirements	6
2.3 Stage II – Mandatory Technical Requirements	6
2.4 Stage III – Pricing	6
2.5 Selection of Top-Ranked Respondent	6
PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS	7
3.1 General Information and Instructions	7
3.2 Communication after Issuance of RFQ	8
3.3 Notification and Debriefing.....	9
3.4 Conflict of Interest and Prohibited Conduct.....	9
3.5 Confidential Information.....	11
3.6 Procurement Process Non-binding	11
3.7 Governing Law and Interpretation.....	12
APPENDIX A – FORM OF AGREEMENT	1
APPENDIX B – RFQ PARTICULARS	1
A. THE DELIVERABLES	1
B. MATERIAL DISCLOSURES.....	1
C. MANDATORY SUBMISSION REQUIREMENTS	1
D. MANDATORY TECHNICAL REQUIREMENTS.....	1
E. PRE-CONDITIONS OF AWARD	1

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the City of Brantford (the “City”) to prospective respondents to submit non-binding quotations for Works Yard Salt Dome “A” Structural Repairs and Roof Replacement, as further described in Section A of the RFQ Particulars (Appendix B) (the “Deliverables”).

The City is looking for a Contractor for structural repairs and roof replacement of the Works Yard west salt dome (dome “A”) located at 10 Earl Avenue, Brantford, Ontario.

1.2 City’s Procurement Policy

The City’s procurement processes are governed by the City’s Purchasing Policy Bylaw 89-2018 (the “City’s Policy”). It is the respondent’s responsibility to become familiar with and comply with the City’s Policy, which is available on line at:

www.brantford.ca/en/business-and-development/resources/Documents/Corporate-Purchasing-Policy-FINAL.pdf

1.3 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

Nathan Pettit, Buyer

Email: Npettit@brantford.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

1.4 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the City’s intention to enter into a contract with only one legal entity.

1.5 RFQ Timetable

Issue Date of RFQ	March 17, 2020
Site Visit	March 25, 2020 at 11:00 AM local time
Deadline for Questions	April 1, 2020 at 3:00 PM local time
Deadline for Issuing Addenda	April 3, 2020
Submission Deadline	April 8, 2020 at 3:00 PM local time
Rectification Period	2 business days
Anticipated Execution of Agreement	April 30, 2020

The RFQ timetable is tentative only, and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

Site Meeting Details

Location: 10 Earl Ave, Brantford, Ontario, N3S 5C9

Site Requirements: Respondents are required to wear CSA approved personal protective clothing (reflective vest, hardhat and safety shoes) in order to participate in the site meeting. Safety equipment will not be provided by the City.

1.6 Submission of Quotations

1.6.1 Electronic Quotation Submission

The City shall only accept and receive electronic quotation submissions through the City's electronic bidding system at: bids.brantford.ca (the "Bidding System").

All respondents must establish a Bidding System vendor account and be registered as a Plan Taker for the procurement opportunity, which will enable the respondent to download the RFQ documents, to receive addenda email notifications, download addenda and to submit their quotation electronically through the Bidding System.

HARD COPY QUOTATION SUBMISSIONS WILL **NOT** BE ACCEPTED.

1.6.2 Multiple or Alternate Bids

Unless otherwise provided for in this RFQ, the City will not accept multiple quotations or alternate quotations from a respondent. The submission of multiple quotations by a respondent may result in the rejection of all of the quotations submitted by that respondent.

1.6.3 Addendum

Any addenda issued by the RFQ Contact shall form part of the bid documents. Respondents must acknowledge receipt of any addenda when submitting their quotation through the Bidding System. Respondents must check a box for each addendum and any applicable attachments that have been issued before a respondent can submit their quotation submission online.

Questions or additional information requested from the RFQ Contact must be submitted in accordance with section 3.2.1. Addendum will typically be issued through the Bidding System, forty-eight (48) hours prior to the Submission Deadline.

To ensure all addenda have been acknowledged, the City encourages respondents not to submit their quotation prior to forty-eight (48) hours before the Submission Deadline. If a respondent submits their quotation and an addendum is issued by the City, the Bidding System shall **WITHDRAW** their quotation submission and change their quotation submission to an **INCOMPLETE STATUS** (not accepted by the City). The withdrawn bid can be viewed by the respondent in the "**MY BIDS**" section of the Bidding System. The respondent is solely responsible to:

- i) review the status of their bid;
- ii) make any required adjustments to their quotation;
- iii) acknowledge the addendum; and
- iv) ensure the re-submitted quotation is RECEIVED by the Bidding System by no later than the Submission Deadline.

1.6.4 Withdrawal or Amendment of Quotations

Quotations are non-binding and may be withdrawn at any time prior to entering into a contract for the provision of the Deliverables. Respondents may withdraw their submission prior to the Submission Deadline through the Bidding System. To withdraw a submission after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The City will not accept amendments to submitted quotations. If a respondent wishes to amend an already submitted quotation prior to the Submission Deadline, the respondent may withdraw the existing quotation and submit a revised quotation prior to the Submission Deadline through the Bidding System. The respondent is solely responsible to ensure the re-submitted quotation is **RECEIVED** by the Bidding System by no later than the Submission Deadline.

1.6.5 Submission Deadline

The closing time shall be determined by the Bidding System web clock.

Respondents are cautioned that the timing of a quotation submission is based on when the quotation is **RECEIVED** by the Bidding System, **not** when a bid is submitted by a respondent, as bid transmission can be delayed in an internet bottleneck due to file transfer size, transmission speed, etc.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The City will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, the City will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the respondent. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix B).

2.3 Stage II – Mandatory Technical Requirements

The City will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. Questions or queries on the part of the City as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.4 Stage III – Pricing

Stage III will consist of an evaluation of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in the Pricing Form. The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, compliant respondents will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the tie will be broken in accordance with the City's Policy. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B) within 10 days, and enter into the Agreement within 30 days, of the date of the notice of selection. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's quotation but not attached will not be considered to form part of its quotation.

3.1.4 References and Past Performance

In the evaluation process, the City may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with the City or other institutions. The City may disqualify a respondent on the basis of information regarding the respondent's past performance or conduct that the City finds unsatisfactory or unacceptable regardless of the respondent's fee.

3.1.5 Information in RFQ Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Quotation to be Retained by the City

The City will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ, and may direct questions or seek additional information in writing through the Bidding System by using the **SUBMIT A QUESTION** button, on or before the Deadline for Questions.

All questions or comments submitted by respondents will be deemed to be received once the email has entered into the Bidding System's email inbox. No such communications are to be directed to anyone other than the RFQ Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

Where a named manufacturer, product, 'or approved equivalent' appears in the specification, and an equivalent product is anticipated to meet or exceed the requested product, it is the responsibility of the respondent to submit a question in writing to the RFQ Contact through the Bidding System prior to the Deadline for Questions requesting the approved equivalent be considered. The respondent should be prepared to provide supporting documentation to state the details of the equivalent offered and demonstrate equivalence to the satisfaction of the City. Should the requested approved equivalent be deemed acceptable, in the sole discretion of the City, an addendum will be issued to inform all plan takers of the approved equivalent.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the City.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating quotations, the City may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's

quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section D of the RFQ Particulars (Appendix B). The City may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once an agreement is executed by the City and a respondent, the other respondents will be notified by public posting of the outcome of the RFQ process on the City's website.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the dispute resolution process set out in the City's Policy and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a respondent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the City determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form.

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the respondent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Respondent

A respondent should identify any confidential information in its quotation or any accompanying documentation. The City will make reasonable efforts to safeguard confidential information of respondents, subject to its disclosure requirements under the Municipal Freedom of Information and Protection of Privacy Act or any other disclosure requirements imposed by law or by order of a court tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFQ process, including the evaluation of quotations. In addition, respondents are advised that certain contractual information, including pricing information, may be disclosed to City Council and, accordingly, may become part of the public record. If a respondent has any questions about the collection and use of information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the City and may result in an invitation by the City to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created

between the respondent and the City by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT



This Agreement made this X day of Month, 2020

B E T W E E N:

THE CORPORATION OF THE CITY OF BRANTFORD
(hereinafter called the "City")

OF THE FIRST PART,

-and-

<CONTRACTOR LEGAL NAME>
(hereinafter called the "Contractor")

OF THE SECOND PART,

WHEREAS the City requested Quotes from interested bidders (reference RFQ 2020-24) for the completion of work for Works Yard Salt Dome "A" Structural Repairs and Roof Replacement, herein after referred to as the "Work";

AND WHEREAS the Contractor submitted a quote dated _____, 2020, (as attached in Schedule B) and in which the City wishes to accept;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND THE PROVISION OF OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED) THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. Work of the Contractor

1.1 The Contractor agrees to perform the Work identified in Schedule A (including any Addenda issued) for the City.

2. Level of Services

- 2.1 Unless otherwise expressly specified in this Agreement, the Contractor agrees to supply at its sole cost and expense all staff, equipment, goods, materials, tools, resources, accommodations, disbursements, and technical assistance necessary to perform the Work to be furnished under this Agreement and assume all overhead expenses in connection therewith, to the reasonable satisfaction of the City.
- 2.2 It is expressly agreed that no extras are anticipated under this Agreement unless they shall have been expressly pre-approved in writing by the City. Where extras have been ordered by the City and the cost for same was not decided at the time the extras were ordered, the Contractor shall charge an amount for same which is consistent with the charges for similar work performed under this Agreement. The Contractor shall supply such documents or other proof as may reasonably be required by the City in order to assess any such claims for extras and to determine whether or not the claims for same are advanced on a consistent basis with other similar work performed under this Agreement.
- 2.3 The Contractor shall apply for and obtain all necessary permit approvals required to carry out the Work, and shall pay all fees and charges therefor. The Contractor acknowledges that, despite the fact that the Work described in Section 1 are being performed for a municipal City, permit fees may still be applicable and are still payable in respect of the Work and the same were taken into account by the Contractor when advancing a bid for these Work.

3. Reliance

- 3.1 The Contractor declares that in bidding for the Work and entering into this Agreement it has either investigated for itself the Work to be undertaken and all local conditions that might affect its bid or its acceptance of the Agreement, and that it hereby assumes all risk of conditions arising or developing in the course of carrying out the Work which might or could make the Work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the bid was made or this Agreement signed.
- 3.2 Except as may be expressly set forth in this Agreement or the Schedules, there are no oral or written representations or warranties whatsoever with respect to the Work to be carried out which have been made or expressed to the Contractor, and the Contractor declares that it has neither received nor relied upon any such representations or warranties. In the alternative, if any such oral or written representations have been made, they are entirely superseded by this Agreement, and any such oral or written representations are of no effect whatsoever.

4. Commencement and Completion of the Work

- 4.1 The Contractor shall commence work on this Project when directed by the City. The Contractor shall proceed with due dispatch to ensure its obligations are completed as quickly as reasonably possible, but in any event achieve Substantial Performance of the Work by Month, Day, 202X.
- 4.2 The City shall be entitled to terminate this Agreement at any time without cause, and in the event of such termination the remuneration payable to the Contractor shall be determined by calculating the actual goods that were supplied and delivered in accordance with this Agreement on or before the date of termination.

5. Agreement Price and Payment

- 5.1 The City shall pay to the Contractor in full payment and compensation for its Work under this Agreement, of which includes all disbursements, excluding H.S.T. (if applicable) for the sum of **<AMOUNT IN WORDS> DOLLARS and XX/100** (\$_____) as set out in Schedule B.
- 5.2 Despite 5.1 above, the parties may agree on the performance of extra work by the Contractor. Any such extras must have been approved in writing by the City and, failing such approval; no payment shall be made in respect of same.
- 5.3 Payments shall be made to the Contractor by the City, in accordance with invoices from the Contractor (which invoices may be submitted at a frequency not greater than once every thirty days) describing in detail the Work supplied, the dates and locations in which the Work was completed. No invoice shall include any request for payment in respect of any Work which has not yet been completed by the Contractor and such completion having been verified by the City. The terms of payment of any such invoice shall not be more rapid than net 30 days. **All invoices shall reference the City of Brantford purchase order number OS/OP XXXX. Failure to identify the City of Brantford purchase order on an invoice may result in delay of payment.**
- 5.4 Proper Invoice for Progress Payment. In this Agreement a Proper Invoice for progress payment shall mean an application for payment made by the Contractor that:
- .1 is delivered to the City monthly by email to
 - dgrandoni@brantford.ca; and
 - .2 Includes all of the following:
 - .1 the Contractor's name and address and HST registration number;
 - .2 the date of the application for payment and the period during which the services or materials were supplied;
 - .3 information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied, including the applicable purchase order number;

- .4 a description, including quantities where appropriate, of the services and materials that were supplied;
- .5 the amount payable for the services or materials that were supplied, and the payment terms. Ensure the amounts align with the Contractor's pricing form;
- .6 the name, title, telephone number and mailing address of the person to whom payment is to be sent;
- .7 copies of all Change Orders and Change Directives for which the Contractor is claiming payment together with all backup documentation; and
- .8 a statement based on the schedule of values for the Work;

5.5 Application for Progress Payment. Proper Invoices for progress payment may be made monthly as the Work progresses; provided that the Contractor shall not submit a Proper Invoice for progress payment between the date certified as the date of Substantial Performance of the Work and the date that the Agreement is completed.

5.6 Subject to the City's right to give notice of non-payment in accordance with the *Construction Act (Ontario)*, and subject to the holdback provisions of the *Act*, the City will pay the amount payable under a Proper Invoice for progress payment no later than 28 days after the date the City receives the Proper Invoice. Provided that the City's obligation to make payment shall not arise unless and until the Contractor's application for payment constitutes a complete Proper Invoice as defined in 5.4. For certainty, and without limitation, the City may refuse to pay all or any portion of an application for progress payment where:

- .1 the application does not comply with all of the requirements of a Proper Invoice as defined in 5.4; and/or
- .2 the amount applied for exceeds the amount stated in the certificate for payment issued by the City's Consultant.

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

5.7 Payments shall be subject to the holdback and other provisions of the *Construction Act (Ontario)*. The ten percent (10%) of the total value of work completed will be paid sixty (60) calendar days after the Certificate of Substantial Performance has been published, and/or sixty (60) calendar days after the date of completion of the Work as stated on the Completion Payment Certificate. Within one calendar month after the issuance of the Completion Payment Certificate, the Contractor shall notify the Contract Administrator of any errors or omissions herein.

5.8 The Agreement shall be deemed to be completed and services or materials shall be deemed to be last supplied to the improvement when the price of completion, correction

of a known defect or last supply is not more than the lesser of,

- i) 1% of the Contract Price; or
- ii) \$1,000.00.

5.9 Prior to the release of the 10% holdback, withstanding any claims received, after the 60 day lien period, an irrevocable Letter of Credit must be submitted by the Contractor for the warranty period, of one year after substantial completion of the Work unless stated otherwise. A Statutory Declaration with regard to payment of accounts and a Certificate of Clearance from the Workplace Safety and Insurance Board shall also be submitted. The amount to be retained by the City for the warranty period is as follows:

- i) where the total value of work is less than \$100,000 the amount to be retained is \$5,000 per occurrence;
- ii) where the total value of work is equal to or greater than \$100,000 but less than \$1,000,000 the amount to be retained is 5% of the total value of work; or
- iii) where the total value of work is equal to or greater than \$1,000,000 the amount to be retained is the greater of \$25,000 or 1% of the total value of work;

The Letter of Credit shall:

- i) be supplied prior to the release of holdback payment;
- ii) be issued by a Canadian Financial institution satisfactory to the City Treasurer;
- iii) contain no condition restricting the ability of the City to draw in the funds secured by the Letter of Credit, other than a condition requiring the Contract Administrator to certify in writing to the financial institution that the City is entitled to receive the funds;
- iv) be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, and remain in effect during the entire warranty period unless at least 30 days prior to any such expiration date, the financial institution notifies the City in writing by registered mail that the financial institution elects not to consider the Letter of Credit to be renewable for any additional period; and that where notice has not occurred within such time, the City shall be entitled to draw on the Letter of Credit.

5.10 Based on the warranty period the holdback limits defined in section 5.9 may be used in lieu of an irrevocable Letter of Credit for the warranty period where agreed to by the City and the Contractor.

6. Warranty

6.1 The Work supplied pursuant to this Agreement shall be fully warranted as to their quality for a period one year from the date of substantial completion, unless stated otherwise in the agreement. In the event that any defect in quality is observed during the warranty

period or is subsequently observed under conditions where it can be shown that such defect was present during the warranty period, the Contractor shall where applicable and acceptable to the City, perform the repairs or replacements necessary to put the Work into the condition anticipated by this Agreement.

6.2 It is acknowledged that manufacturers or suppliers of goods, services or materials, or subcontractors, may also provide warranty coverage and the Contractor shall transfer the benefit of any such coverage to the City. The City may rely upon its rights hereunder against the Contractor, or pursue any warranty rights against manufacturers, suppliers, or subcontractors, as it may consider in its best interests from time to time and its choice shall not be open to question or review by the Contractor.

7. Remedies for Non-Performance By Contractor

7.1 In the event that the Contractor fails to perform any obligation hereunder, the City shall be entitled to exercise any one or more of the following remedies:

- a) the City may withhold any payment due hereunder until the Contractor has remedied its failure;
- b) the City shall be entitled, in the event that the Contractor does not remedy its default within 72 hours of a written request that it do so from the City, be entitled to engage other contractors to complete the Work of the Contractor and to deduct the cost of obtaining such other contractors from any amounts owing to the Contractor hereunder;
- c) the City may terminate this Agreement in the event that the Contractor does not remedy its default within 72 hours of a request that it do so from the City; and
- d) the City may exercise any other right available to it in law or equity.

7.2 Unless the City expressly agrees to the contrary, any failure of the City to exercise any of the foregoing remedies, or the granting of any extension or indulgence, shall not be prejudicial to the right of the City to subsequently obtain such remedies, and the Contractor expressly waives any defences of laches or promissory estoppel.

8. Indemnification

8.1 The Contractor will indemnify and save harmless the City, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the City and against all losses, liability, judgments, claims, costs, demands or expenses which the City may sustain, suffer, or be put to resulting from or arising out of the Contractor's failure to exercise reasonable care, skill or diligence in the performance or rendering of any Service required hereunder to be performed or rendered by the Contractor. Without limiting the generality of the foregoing, the Contractor hereby agrees to well and truly save, keep

harmless and fully indemnify the City, its employees, agents, successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the City, its successors and assigns, for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda, or computer software furnished by the Contractor in the performance of this Agreement. For the purposes of this section, "costs" shall mean those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

- 8.2 Without limiting the generality of 8.1 above, the Contractor shall fully indemnify and save harmless the City from any costs and expenses, including legal expenses, arising out of any construction liens arising out of the project described in this Agreement.
- 8.3 The Contractor shall use all due care to ensure that no property is damaged during the prosecution of the Work, either at the project location, adjoining properties or elsewhere, and whether or not the damaged property consists of goods, chattels, or real property. Where such damage occurs to the property of any person, including damages arising from the theft of any such property, the Contractor shall forthwith provide compensation to the affected person.

9. Compliance With Law

- 9.1 The Contractor shall comply with all Federal, Provincial and Municipal Laws and regulations in performing the Agreement including, without limitation, the Occupational Health and Safety Act, or any successor legislation, as applicable, and to provide to the City, upon request, reports confirming such compliance.
- 9.2 The Contractor shall comply with the Human Rights Code and refrain from acts of discrimination and harassment in the same manner as would apply to employees of the City pursuant to its Code of Conduct.

10. Accessibility For Ontarians With Disabilities Act

- 10.1 The City of Brantford is committed to providing equal treatment to people with disabilities with respect to the use and benefit of City services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public.
- 10.2 Pursuant to Section 7 and 80.49 of the Integrated Accessibility Standards Regulation, O. Reg. 191/11, under The Accessibility for Ontarians With Disabilities Act, 2005 (AODA), the Contractor shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the Work contemplated herein to persons with disabilities.
- 10.3 Such training shall be provided in accordance with Sections 7 and 80.49 of the

Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Sections 7 and 80.49 of the Regulation.

- 10.4 Where requested by the City, the Contractor shall provide written proof that employees working with City of Brantford staff and/or public have been trained as required under the act as well as any documentation regarding training policies, practices and procedures.

11. Removal of Employee for Cause

- 11.1 Should any employee of the Contractor or any subcontractor give any just cause for complaint (of which the City's Project Lead shall be the sole judge and of which may include but shall not be limited to the use of foul language or the use of drugs or alcohol while performing works pursuant to this Agreement), the City's Project Lead shall notify the Contractor in writing, stating the reasons therefor, and the Contractor shall dismiss such person forthwith and he/she shall not again be employed by the Contractor on the project without the prior written consent in writing of the City's Project Lead.

12. Insurance

- 12.1 The Contractor shall, obtain, maintain, pay for and provide to the City evidence of the insurance coverage required under this Agreement. Any deductible and/ or self-insured retention are the responsibility of the Contractor and shall not constitute a project expense chargeable back to the City in any way. All insurance policies shall meet City requirements.

.1 Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$10,000,000, within any policy year with respect to completed operations and a deductible of not more than \$25,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 and IBC Form 2320. The policy shall include an extension for a standard provincial and territorial form of \$5,000,000 non-owned automobile liability policy. This policy shall include but not be limited to:

- a) Name the City as an additional insured
- b) Cross-liability and severability of interest
- c) Blanket Contractual
- d) Products and Completed Operations
- e) Premises and Operations Liability
- f) Personal Injury Liability
- g) Contingent Employers Liability
- h) Owners and Contractors Protective

- i) Broad Form Property Damage
- j) Firefighting Expenses
- k) Elevator and Hoist Liability (if applicable)
- l) Attached Machinery – while loading & unloading

General liability insurance shall be maintained from the date of commencement of the work until one year from the date of Substantial Performance of the work. Liability coverage shall be provided for completed operations hazards from the date of Substantial Performance of the work, as set out in the certificate of Substantial Performance of the work, on an ongoing basis for a period of 6 years following Substantial Performance of the work.

The following also applies:

- a) If applicable to the construction project described in the Agreement, coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading.
- b) If the work involves asbestos removal, the policy shall provide coverage for this exposure.
- c) To achieve the desired limits, umbrella or excess liability insurance may be used.
- d) The City reserves the right to request in addition to the Commercial General Liability Insurance coverage Wrap-up Liability. The Wrap-up shall be in the names of the City, Contractor, all subcontractors, Architects, Engineers, Consultants, Planners and Project Managers. Limits and coverages shall be in compliance with the provisions outlined above.

.2 **Automobile Insurance**

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

.3 **Contractor's Equipment Floater**

The Contractor shall provide and maintain coverage for all equipment used in the project during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. Coverage is to be carried from the date of commencement of the work until one year after the date of Substantial Performance of the Work.

.4 **Contractor's Pollution Liability**

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of

not less than \$1,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

12.2 Proof of Insurance

- .1 The Contractor shall provide the City with an executed certificate of insurance and a renewal replacement as may be necessary, stating any pertinent exclusions as applicable contained in the policies which may affect coverage as outlined in this Agreement. The certificate will be delivered prior to the commencement by the Contractor of the work described in this Agreement or upon renewal of the policy. The Contractor's insurance carriers and the insurance policy provisions must be acceptable to the City. **All lines of coverage requested in the Agreement must be shown on the Certificate of Insurance.**
- .2 The Contractor shall ensure that each subcontractor retaining by it in connection to the work required to be done by the Contractor pursuant to this Agreement requires adequate insurance from the subcontractor(s) in accordance with the work being performed under the terms of their employment. Accordingly, the Contractor will be held wholly and fully responsible for all acts, omissions, including negligence or failure to perform of all subcontractors. It's the Contractor's responsibility to ensure this exposure is insured adequately and at no time will costs associated with this exposure be transferred to the City.
- .3 Delivery to and examination or approval by the City of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Contractor of any of its indemnification or insurance obligations under this Agreement. The City shall be under no duty to either ascertain the existence of or to examine such certificate of insurance or policies of insurance or to advise the Contractor in the event that such insurance coverage is not in compliance with the requirements set out in this Agreement. The Contractor is responsible for ensuring such compliance.
- .4 All policies of insurance shall:
 1. Be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the City and that is licensed to carry on business in Ontario;
 2. Be maintained continuously during the course of carrying out the work required by this Agreement, or for such period of time as may be required after completion of such work as may be deemed necessary by the City;
 3. Since the Contractor is responsible for all claim deductibles, the Contractor shall ensure that any self-insured and deductible limits are prudent and responsible for the type of work being undertaken under the

Agreement. Any and all claim costs are borne by the Contractor including, but not limited to, deductibles, adjusting fees, legal costs, disbursements, and settlements;

4. Except in the case of automobile liability insurance, non-owned automobile liability insurance, the City is to be added to the policy as an additional insured and/or loss payee;
5. Contain a cross-liability and severability of interest provisions, as may be applicable;
6. Provide that at least thirty (30) days prior written notice fifteen (15) days in the case of automobile liability insurance and ten (10) days in the event of non-payment of premiums shall be given to the City by the insurer before the insurer or the Contractor takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof;
7. Necessary notification to insurers is required to ensure continuous coverage is in place at all times. This will include, but is not limited to, transfer of coverage from one policy to another (i.e. completion of a building constructed under a Builder's Risk Policy being transferred to a Property policy once substantial completion has been achieved).
8. The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety Insurance Board Act, and upon failure to do so, the City may pay such assessment or compensation to the Workplace Safety Insurance Board and shall deduct or collect such expenses pursuant to the provisions of this Agreement. The Contractor shall, at the time of entering into the Agreement with the City, and every six months thereafter, provide a Certificate of Good Standing from the Workplace Safety Insurance Board proving that all assessment or compensations have been paid and that the Contractor and any subcontractors have complied with the requirements of the Workplace Safety Insurance Board and are in good standing with the Board.

13. Confidential Information

- 13.1 Upon termination or expiry of this Agreement, the Contractor shall return to the City all written or descriptive matter, including but not limited to drawings, descriptions, or other papers, documents or any other material which contains any confidential information. Except as expressly provided in this paragraph, no confidential information shall be disclosed without the approval in writing of the City; and

- a) the Contractor shall hold all confidential information obtained in trust and confidence for the City and shall not disclose any such confidential information, by publication or other means, to any person, contractor or other government agency nor use same for any other project other than for the benefit of the City as may be authorized by the City in writing;
- b) any request for such approval by the City shall specifically state the benefit to the City of disclosure of confidential information;
- c) any use of the confidential information shall be limited to the express purposes as set out in the approval of the City; and
- d) the Contractor shall not, at any time during or after the term of this Agreement, use any confidential information for the benefit of anyone other than the City.

14. Right of Ownership and Use

- 14.1 Upon completion or other termination of this Agreement, all information, computer software, data, material, sketches, plans, designs, notes, documents, memoranda, specifications or other paperwriting gathered, assembled, or prepared by the Contractor, its employees, servants, subcontractors or agents (hereinafter collectively referred to as "the material") shall become the sole property of the City including copyright with respect to all such material. The Contractor shall execute any documents required to give effect to the foregoing.
- 14.2 The Contractor waives in whole and in part any and all moral rights arising under the Copyright Act in the material as against the City and anyone claiming rights of any such nature from or through the City. Further, the Contractor represents and warrants that its employees, servants, subcontractors and agents have waived or shall waive in whole and in part any and all moral rights arising under the Copyright Act in the material as against all parties, including the Contractor and the City, and anyone claiming rights of any such nature from or through the City.

15. Agreement Non Exclusive

- 15.1 Unless otherwise expressly provided in the bid solicitation document, no Agreement shall be deemed to confer upon the Contractor an exclusive right to supply the Work to the City or otherwise.

16. Notification

- 16.1 Any notice required or permitted to be given under this Agreement shall be given as follows:

The Corporation of the City of Brantford
100 Wellington Square, P.O. Box 818
Brantford, Ontario

N3T 5R7
Attention:
Email:

Name of Contractor
Address of Contractor
City, Province
Postal Code
Attention:
Email:

- 16.2 Either party may change its address by notice given in accordance with this section. Notices may be delivered personally, in which case they shall be effective immediately, or through regular mail, in which case they shall be effective on the fifth day following mailing.

17. Interpretation

- 17.1 Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

18. Complete Agreement

- 18.1 This Agreement, and the schedules attached thereto, constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this Agreement. Any Appendices to this Agreement are an integral part hereto, and where any other materials are included within this Agreement by reference, either in the main text or within any Schedules, such other materials shall also be deemed to be integral parts of this Agreement whether or not such are materials are physically attached hereto or otherwise.
- 18.2 Schedule A to this Agreement may contain project-specific provisions which may override the other provisions of this Agreement. It is the intent of this Agreement that any such special provisions shall only override the provisions of the main body of this Agreement to the extent required to eliminate any inconsistency, and no more, and the provisions of the main body of this Agreement shall apply unless the same are specifically altered by the terms and provisions of Schedule A or such alteration is a necessary implication of the said terms and provisions.

19. Relationship of the Parties

- 19.1 Nothing in this Agreement shall be constructed to place the parties in the relationship of partners, joint venturers, principal/agent, or employer/employee. The Contractor also acknowledges that it has no authority to bind the City to any obligation of any nature or any kind, in law or in equity.

20. Successors and Assigns

- 20.1 This Agreement shall enure to the benefit of and be binding on the parties hereto, and their respective heirs, successors, and assigns. Provided, however, that the Contractor shall not assign this Agreement nor any interest therein without the prior written consent of the City, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Contractor, whether through the sale of shares, direct acquisition of assets or otherwise.
- 20.2 Where the Contractor intends to use the services of subcontractors to complete its duties pursuant to this Agreement, such subcontractors must first be approved in writing by the City. Where the identity of a subcontractor was disclosed to the City by the Contractor in its bid documents during any bidding process preceding the award of this Agreement, further disclosure of such subcontractor shall not be required if the award of such subcontract is in exact accordance with the previous disclosure.
- 20.3 Where the Contractor is permitted to use subcontractors to complete its duties hereunder, the Contractor shall be held as fully responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by the Contractor.

IN WITNESS WHEREOF the parties hereto have executed the Agreement as of the date first written above.

<CONTRACTOR LEGAL NAME>

Per: _____

Date: _____

I/ we have the authority to bind the Contractor

THE CORPORATION OF THE CITY OF BRANTFORD

Per: _____
<Name, Title>

Date: _____

Per: _____
<Name, Title>

Date: _____

APPENDIX B – RFQ PARTICULARS

A. THE DELIVERABLES

The City is seeking a Contractor for the provision of structural repairs and roof replacement at the City of Brantford Works Yard for the West Salt Dome located at 10 Earl Ave, in the City of Brantford, as further described in the attached specifications and drawings.

The project shall commence in May 2020 and be completed no later than September 30, 2020.

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form & Schedule of Prices

Each quotation must be submitted through the City's electronic Bidding System.

2. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

The selected respondent must satisfy the following conditions and provide the following information:

- Certificate of Insurance for the coverage and limits as set out in the agreement, naming The Corporation of the City of Brantford as additionally insured;
- WSIB clearance certificate confirming the Contractor is registered and has an account in good standing; and
- Notice of Project to the Ontario Ministry of Labour.

SPECIFICATIONS

1. PROJECT IDENTIFICATION

- 1.1 The work described within this Statement of Work relates to the official project known as WORKS YARD SALT DOME "A" STRUCTURAL REPAIRS & ROOF REPLACEMENT herein after referred to as "the project".
- 1.2 The project is located at 10 Earl Avenue in Brantford ON, herein also referred to as the "project site". The project site is owned and managed by the Corporation of the City of Brantford, hereinafter also referred to as "the City"

2. SCOPE OF WORK

- 2.1 The Work includes the repair of certain sections and replacement of the existing roof further detailed herein.
- 2.2 All specifications have been prepared in Imperial units & Metric units consistent with the original design. Where items specified herein are available only in Metric units, or vice versa the Metric equivalents actually used shall be no smaller than, or inferior to, those items specified.
- 2.3 The attached drawings and specifications have been prepared by James Knight & Associates include:

Specifications

- 1.0 General
- 2.0 Work Included
- 3.0 Materials
- 4.0 Demolition & Disposal
- 5.0 Roofing
- 6.0 Structural
- 7.0 Standard Details
- 8.0 Work Excluded

Drawings

- Detail 1 – KEY ELEVATION
- Detail 2A – KEY PLAN AT METRIC FAMILY
- Detail 3 – TYPICAL PANEL TERMINOLOGY
- Detail 4 – REPAIR OF MID-HEIGHT HORIZONTAL
- Detail 5 – REPAIR OF DAMAGED PLYWOOD
- Detail 6A – REPAIR OF DAMAGED HORIZONTAL RAILS
- Detail 6B – FULL LENGTH REPAIR OF DAMAGED HORIZONTAL RAILS
- Detail 7 – REPAIR OF DAMAGED SIDE RAILS
- Detail 8 – REPAIR OF DAMAGED 4X4 VERTICAL
- Detail 9 – FAN AND DORMER ROOF REPLACEMENT
- Detail 10 – CANOPY ROOF REPLACEMENT
- Detail 11 – SILL PLATE REPLACEMENT
- Detail 12 – SILL PLATES
- Detail 13 – NEW CAP FLASHING
- Detail 14 – PROVISION OF 2-PART PLUG

Detail 15 – IMPROVEMENT OF 2-2X6 SCISSOR BRACING
Detail 16 – HORIZONTAL ANGLE CHANGE AT PANELS
Detail 17 – SPLICE PLATES
Detail 18 – SECTION AT CANOPY ROOF
Drawing 19-928-1 – GENERAL NOTES
Drawing 19-928-2 – EXISTING DOME: ELEVATION PLAN, AND DETAILS
Drawing 19-928-3 – PLAN AND DETAILS
Drawing 19-928-4 – DETAIL B: PANEL REPAIRS

- 2.4 The attached drawing has been prepared by the City of Brantford:
SITE ACCESS PLAN
- 2.5 The Contractor is required to provide materials, labour, equipment and incidentals as necessary to complete the work described in the Specifications.

3. DETAILS OF THE SITE

- 3.1 The Works Yard is located at 10 Earl Ave., Brantford ON. The Works main building and vehicle traffic buildings were constructed in approximately 1967 and 1972 respectively. The construction of the salt domes is undetermined but believed to be constructed the same time as the Works Yard Main building which was built in 2005. The site consists of a main building, vehicle storage and traffic building, a storage building, 2 storage huts and two salt domes.
- 3.2 PERMITS
A building permit has been applied for by the City and will be ready upon award. All other permits that may be required are the responsibility of the Contractor.
- 3.3 WORKING CONDITIONS
- .1 Contract working hours are permitted between 7 a.m. and 3 p.m. daily Monday through Friday, unless otherwise arranged with the City.
 - .2 With regard to site access, the Contractor will make arrangements with the City regarding site access and security. The Contractor must ensure that the fire lanes, work areas, all exits and overhead doors are not blocked. Weekend work is permitted at the Contractor's sole discretion but access must be arranged and approved and will not be deemed as an extra unless requested and authorized by the City in writing.
 - .3 The Contractor is responsible for security and clean-up during the construction period daily.
 - .4 The project site is an active work site for City Operations staff. City staff enter the site by vehicle and foot. The Contractor is responsible for the protection and safety of all persons at the project site throughout the duration of the project.
 - .5 All on site conditions that affect the work are to be reported to the Consultant and the City.
- 3.4 PROTECTION OF WORK AND PROPERTY
- .1 The Contractor shall provide continuous and adequate protection of all work from damage and shall protect the City's property from injury or damage arising from or in connection with this work. The Contractor shall replace any

work or materials that cannot be satisfactorily repaired, restored or cleaned or cause from any injury at no cost to the City.

- .2 The Contractor must ensure that all personnel are tied-off and that all access, egress and working areas are safe.
- .3 All workers shall wear the appropriate clothing and safety wear as required by the Occupational Health and Safety Act and all other applicable legislation and regulations.
- .4 ABSOLUTELY NO TORCHES OR TORCHING OF ROOF MATERIALS IS PERMITTED ON THE ROOF AT ANY TIME.

3.5 USE OF THE SITE

- .1 The Contractor shall provide portable generators to produce the electrical power required to complete the work. The Contractor will be responsible for running and safe-guarding temporary power lines.
- .2 At the City's direction the Contractor will be provided with designated locations to store materials and equipment required for the work outside of the domes on the project site that will not interfere with normal site operations and vehicle clearances. The Contractor may only store material in the approved location.
- .3 The Contractor must provide its own portable toilet for its workers. Use of the Operations & Traffic washroom facilities will not be permitted.
- .4 All access to the Operations and Traffic buildings such as man doors & overhead doors shall not be blocked. Please refer to the "SITE ACCESS PLAN" attached.
- .5 Areas outlined in the "SITE ACCESS PLAN" are not to be restricted.
- .6 Parking provided as listed on the "SITE ACCESS PLAN".

4. LABOUR & QUALIFICATIONS

- 4.1 Repairs and/or replacement work shall be performed only by qualified Contractors experienced in roof repair and construction.
- 4.2 Employ only experienced workmen, skilled in the installation of salt dome and wood construction systems and that can demonstrate that they have worked on previous similar projects.
- 4.3
The Contractor shall keep on the jobsite a competent foreperson and any necessary assistants on the job site at all times.
- 4.4 Ensure the quality of work conforms to best standard trade practices.

5. PROJECT COMMUNICATION

5.1 CITY REPRESENTATIVE

A Project Manager from the City's Facilities Management Department has been appointed to coordinate the development of the project. Responsibilities include, but are not limited to:

- .1 Monitoring and exercising control and right of approval over the development of the project;
- .2 Deciding on matters of deviation from the project.
- .3 Communicating decisions and directions to the consultant and Contractor.

- .4 Attending consultant and Contractor co-ordination meetings as necessary.
- .5 Monitor schedule, performance and safety practices.
- .6 Coordinate access to the City's property for work required to complete the project and liaise with Senior Management.
- .7 Complete progress payments for the Contractors.

All project correspondence shall be directed through the assigned City project Manager.

5.2 CONSULTANT

- .1 The City has hired a consultant to furnish services for the project. Services may include, but may not be limited to:
 - a. Shop drawing review, inspection report review and independent testing report review;
 - b. Site Reviews, code and specification conformance review, reporting to the City project Manager;
 - c. Attending coordination meetings with the Contractor and the City.
 - d. Monitor Schedule, performance and safety practices;
 - e. Approval of progress payments ; and
 - f. Completion Notice.
- 5.3 Cited Standards and specified manufacturer's catalogs, current at the date of bidding documents, are incorporated herein by reference and govern the work. If conflict is discovered between the standards or catalogs and the projects specifications, request written clarification during the tender process.
- 5.4 The objective of the Site Review is to confirm general installation conformance with respect to the design drawings and specifications (contract documents). Where deficiencies are observed they shall be noted within the Site Review Report. The Site Review Report shall be distributed to the City, and the Contractor responsible for the work.
- 5.5 The Site Review Report constitutes written instruction to bring the work into conformity with the plans and specifications at no additional cost to the City. This shall not be construed as a complete list nor shall it relieve the Contractor from the responsibility for proper performance of work in accordance with the contract documents.

6. DELIVERY, STORAGE & HANDLING

- 6.1 Deliver all materials requiring a fire resistance classification in unopened packages with the label attached and intact in accordance with the classifying agency's standards.
- 6.2 Store all materials on clean, raised platforms, a minimum of 4 inches above the ground, no more than 4 ft. high, and with weather protective covering when stored outdoors.
- 6.3 Remove damaged, wet or defective materials from the job site.
- 6.4 Environmental Requirements:
 - .1 Remove existing roofing in dry weather only.
 - .2 Install new roofing in dry weather only.
- 6.5 Avoid traffic on completed work.
- 6.6 Restore to original condition, or replace with like materials, all other work or materials damaged by the work.
- 6.7 Do not store materials on roof in a manner which may overload the structure.

- 6.8 Protect materials from freezing. Materials suspected of having been subjected to freezing are not to be used unless the Manufacturer verifies in writing the materials has not be damaged.
- 6.9 Areas as outlined in the "SITE ACCESS PLAN" can be used for storage of equipment and disposal bins.

7. REGULATION COMPLIANCE AND LEGISLATION

- 7.1 The Contractor shall ensure all services provided in accordance with, and under authorization and compliance of all applicable authorities, Municipal, Provincial and Federal legislation and regulations.

8. EXTRA WORK

- 8.1 No work shall be regarded as extra work, unless it is ordered in writing by the City. A statement of the cost of extra work shall be made and approved in writing by the City PRIOR to commencing the said extra work.

9. SCHEDULING AND TIMING

- 9.1 The replacement of the roof must be completed as soon as possible and in any event must be completed by no later than September 30th 2020.
- 9.2 The Contractor shall provide a detailed breakdown of the intended schedule prior to the start of work. In preparing the schedule the Contractor shall include a four (working) day allowance for the dome to be re-inspected by the Consultant following the removal of the existing damaged portions & shingles and prior to the installation of any new materials & new roofing.
- 9.3 The Contractor shall notify the City and the Consultant a minimum of 48 hours prior to the intended starting date.
- 9.4 The Contractor shall notify the City and the Consultant of any significant change of schedule.
- 9.5 The Contractor shall notify the City, the Consultant and/or the authorities having jurisdiction sufficiently early that required inspections can be undertaken without affecting the work schedule. Failure of the Contractor to provide sufficient notice shall not relieve the Contractor of the requirement to complete the work promptly, expeditiously and prior to the contract's Completion Date.

SPECIAL PROVISIONS

1.0 General

1.1 The existing dome is of the Metric family of domes as described by Drawings 1, 2 and No. 19-928-1 to No. 19-928-4 inclusive. All information regarding the existing dome has been extracted from the original engineering drawings. All matters herein relating to this dome, including all drawings, are quoted in Metric measure to be consistent with those original design drawings.

1.2 The existing dome is of nominally 30 m (100 ft.) diameter and 12.2 m (40) ft. high above the top of the concrete foundation. The dome consists of eight concentric rings of panels that are stacked atop each other and bolted together. For purposes of this specification the panels are numbered from No. 1 at the dome peak to No. 9 at the dome base. The dome is supported on a (nominal) 3.05 m (10 ft.) concrete foundation wall. Salt/sand is retained against the inside face of this wall. Sectors are numbered counter clockwise beginning with Sector 1 lying immediately east of the south-facing doorway.

1.3 The reroofed and rehabilitated dome that will exist after the work of this Contract will still be of the same nominal diameter and height above the top of the existing concrete wall. The number of concentric rings of panels stacked atop each other will remain the same. Each ring will contain the same number of identical panels, and the doorway will remain as is.

2.0 Work Included

2.1.1 Reroofing of the dome, including all vents, all flashings, replacement fascia, soffit and trim at doorway, etc.

2.1.2 Repair of the wood structure, including known repairs as specified by the drawings to be undertaken as the lump sum work.

2.2 The work is detailed on the following engineering drawings dated at August 31, 2019 that accompany these Specifications and that are the Contract Drawings. Those Contract Drawings and these Specifications constitute the complete Contract Documents.

The Contractor shall disconnect / reconnect electrical services to the dome if/when required to complete the work.

Drawing No. 19-928-1
City of Brantford
Rehabilitation/Modification of Sand Dome at Earl Avenue Works Yard
General Notes

Drawing No. 19-928-2
City of Brantford
Rehabilitation/Modification of Sand Dome
at Earl Avenue Works Yard
Existing Dome: Elevation, Plan and Details

Drawing No. 19-928-3
City of Brantford

Rehabilitation/Modification of Sand Dome
at Earl Avenue Works Yard
Plan and Details

Drawing No. 19-928-4
City of Brantford
Rehabilitation/Modification of Sand Dome
at Earl Avenue Works Yard
Detail B - Panel Repairs

2.3 Appended to, as a part of these Specifications, is a series of standard repair details to be used in more than one location, and/or that are standard for existing domes. Said details are Detail 1 to Detail 18 inclusive that respectively comprise Drawing 1 to Drawing 18 inclusive. In these Specifications, and on the Contract Drawings of Clause 2.2 above, the standard details are referenced by the appropriate detail number. Repair/strengthening details that are specific to one particular location and condition in the dome are shown and referenced on the Contract Drawings of Clause 2.2 by Details "A", "B", etc.

3.0 Materials

3.1 Roofing

3.1.1 Shingles shall be single ply or laminated, 3-tab or tabless by IKO Industries Ltd., or approved equivalent. They shall carry a manufacturer's written warranty of not less than 25-years. The shingles shall be of approximately 250 lb. per square. Colour shall be "Dual Brown"; however, the City reserves the right to select and use an alternate colour from the basic colour palette of the same product line at no change in the Contract Price, with said substitution to be made prior to the Contractor ordering the shingles.

Note: The Contractor must request the City's direction and approval of shingle colour prior to placing the order.

3.1.2 Where tabless shingles are used the hip shingles shall be of the same weight and colour but cut from matching 3-tab shingles of the same manufacturer.

3.1.3 In Clause 3.1.1 the warranty in years shall be taken as the required specification. Shingle weights vary; they are quoted herein solely for information.

3.1.4 Upon completion the Contractor shall provide the City with a copy of the shingle manufacturer's warranty suitably endorsed to record the project, date, contractor, type, quantity, etc.

3.1.5 All flashings shall be galvanized steel of not less than 28 ga. Unless otherwise noted, flashings shall have legs of not less than 6 in.; step flashings shall have legs of not less than 3 in. Lengths of individual flashings shall be as long as practical, except that conventional step flashings may be used at the canopy wall joint.

3.1.6 The new cap flashing shall be 28 ga. minimum galvanized sheet steel moulded on site to match the profile of the dome peak. The overlapped seam shall be sealed with roofing cement. See Detail 13.

3.1.7 Roofing cement shall be asphaltic-based, "butter consistency" and compatible for use with the selected shingles and other components.

3.1.8 All shingles shall be installed with roofing nails; staples shall **not** be used. Roofing nails shall be galvanized conforming to CSA B111-1974, "Wire Nails, Spikes and Staples".

3.1.8.1 Nails at standard shingles shall be not less than 25 mm (1 in.) long. Each shingle shall be fastened with six nails located within the shingle as recommended on the shingle wrapper.

3.1.8.2 Nails at hip shingles shall be not less than 32 mm (1¼ in.) long and there shall be two nails per hip shingle.

3.1.9 Replacement roof vents shall be nominal 300 mm X 300 mm (12 X 12 in. providing not less than 325 sq. Cm (50 sq. in.) of free vent area and shall generally match existing as to type, size, colour, gauge, weight, profile, quality, etc.

3.1.10 Replacement fascia, soffit, trim, etc. at doorway and canopy roof shall match the existing as to location, profile, material, gauge, etc. Colour shall suit the approved shingle colour. Obtain City approval of colour prior to ordering.

3.1.11 Paint system for angles and wing walls shall consist of an oil-based primer and high visibility finish paint that are manufactured for the intended purpose and the service conditions that will prevail. Clean all surfaces of salt, dirt, grease, rust, scale, etc. Grind angles back to sound native steel. Apply one coat of primer and one coat of finish paint; respect the manufacturer's recommendations regarding surface preparation, application, temperature, curing, etc.

3.2 Structural Materials

3.2.1 All lumber used for structural repairs/improvements of the dome shall conform to the standard grading rules of the National Lumber Grades Authority and to CAN/CSA-O86.1-M01, "Engineering Design in Wood". All lumber shall be No. 1/No. 2 KD (kiln dried) SPF (spruce-pine-fir).

3.2.2 All plywood used for structural repairs/improvements of the dome shall be Douglas-fir plywood conforming to the requirements of CSA O121-M1978, "Douglas Fir Plywood", or it shall be Canadian softwood plywood (spruce) conforming to the requirements of CSA O151-M1978, "Canadian Softwood Plywood". Except where specifically noted otherwise in Details C and D plywood shall be 12 mm (½ in.) with its face grain vertical in the panels but perpendicular to supporting members in the canopy.

3.2.3 The work of this Contract requires repairs to some existing dome panels. All repairs are specified on Drawings No. 19-928-3 and 19-928-4. Repairs are to be completed in accordance with Details 4 to 8 inclusive and General Note 4.11.

3.2.4 Lumber marked "PT" shall be pressure preservative treated spruce (PT SPF). Treatment shall be with Micronized Copper Azole, CCA, ACA, ACQ, Copper Quat, or approved equivalent in conformity with CAN/CSA-O80-97, "Wood Preservation". Liberally brush coat all freshly cut ends and drill holes with a compatible commercial end-cut preservative. Use and apply such

preservative in accordance with the manufacturer's instructions. Use only such quantities as are required to do the job; avoid spilling any excess. Treatment rating shall be:

a) PT material to be in contact with the concrete shall be rated for **Ground Contact**.

b) All other PT material may be rated for **Above Ground**.

3.2.5 Existing panel hardware that must be removed to accommodate this work may be reused except where such hardware is heavily corroded, where it is damaged in its removal, or where different sizes are required to accommodate these repairs. When new hardware is required it shall match the existing.

3.2.5.1 Bolts shall be 16 mm (5/8 in.) diameter unless otherwise noted, conforming to ASTM A307.

3.2.5.2 16 mm (5/8 in.) threaded rod conforming to ASTM A307 may be used in lieu of long bolts.

3.2.5.3 Hex nuts to match bolts.

3.2.5.4 Washers shall be cut from mild steel, and if square shall measure 63 mm X 63 mm X 5 mm (2½ in. X 2½ in. X 3/16 in.), or if round shall measure 70 mm (2¾ in.) diameter X 5 mm (3/16 in.).

3.2.5.5 12 ga. splice plates shall be of the dimensions on Drawing 17. Use an existing splice plate as a template for the manufacture of new splice plates.

3.2.5.6 All nails, spikes and staples shall be galvanized and shall conform to the requirements of CSA B111-1974, "Wire Nails, Spikes and Staples". Nails shall be common round wire nails or common spiral nails and of the lengths shown on the drawings.

3.2.5.7 Anchor bolts shall be 16 mm (5/8 in.) Hilti-type anchor bolts (expanding base or epoxy set), embedded to 150 mm (6 in.) and c/w a plate washer per No. 3.2.5.4.

3.2.6 Adhesive shall be a waterproof phenol, resorcinol, or phenol-resorcinol resin adhesive conforming to the requirements of CSA O112.7-M1977, "Resorcinol and Phenol-Resorcinol Resin Adhesives for Wood (Room and Intermediate Temperature Curing)". Alternately, an epoxy-based resin adhesive or a polyurethane resin adhesive that is waterproof and formulated for wood may be used. Three suitable adhesives are:

Bulldog Grip PL Premier Bulldog PL 400 Lumberlock

3.2.7 Thermosetting or non-waterproof glues ("Elmer's"-type PVC white glue or "carpenter's"-type yellow glue), and low viscosity "Super Glues" do **not** meet this Specification and shall **not** be used.

3.2.8 Prefabricated galvanized steel clip angles shall be "L50" as manufactured by the Simpson Strong-Tie Company, or approved equivalent. Nails shall be as specified on the drawings. Alternately, ring shank nails of the type, diameter and length specified by the manufacturer of the clip angle may be used.

3.2.9 Steel shall conform to CAN/CSA-G40.21-300W.

3.2.10 Welding shall conform to CSA W59.

3.2.11 Grout used to fill voids under the sill plates, if and where required, shall be non-shrink non-metallic, i.e., "In-Pakt" or approved equivalent. Store, mix, apply and cure the grout in accordance with the manufacturer's recommendations. Use sufficient grout to assure that all voids are filled and that all sill plates bear fully across their full width and along their full length.

4.0 Demolition and Disposal

4.1 The City supports a policy to encourage and promote the 3-R's of material and energy consumption (reduce, reuse and recycle). In accepting this Contract the Contractor undertakes to adhere to these same principles.

4.2 The work specified herein will generate waste and debris. All such materials shall be disposed of at the Contractor's expense at an MOECC-approved site in an MOECC-approved manner.

4.3 The Contractor is responsible for selecting the appropriate disposal site. The Contractor is advised that certain landfill sites and other recipients of construction waste will only accept separated waste. The Contractor is required to prepare, separate and/or ship the construction waste in a manner that is acceptable to the intended disposal site.

4.4 All debris and construction waste shall be hauled from the site in trucks licensed for such haulage.

4.5 The City reserves the right to require the Contractor to provide appropriate documentation to confirm that disposal has been undertaken in compliance with Clause 4.2 above. Where requested such certificates shall be furnished prior to, and as a specific condition of, the City's final release of holdback. Certificates shall state the location and date of the disposal site, that disposal has been completed satisfactorily, and that all applicable fees and permits have been paid.

5.0 Roofing

5.1 All workers shall wear the appropriate clothing and safety wear as required by the Occupational Health and Safety Act and all other applicable legislation and regulations. At all times all workers shall be appropriately tied off.

5.2 Existing shingles and all other roofing on the dome shall be removed and disposed of off site.

5.3 All components used in the reroofing of the domes shall be new and as specified in Clause 3.1 above, including but not limited to all shingles; flashings; roofing cement; vents; etc.

5.4 Prior to reroofing, all damaged and/or decayed plywood shall be replaced. Replacement shall be within the Contract's lump sum price for damaged and/or decayed plywood that is specifically noted on Drawings No. 19-928-3 and No. 19-928-4 and/or on the pre-approved unit price basis in the Form of Tender for damaged and/or decayed plywood that only becomes evident during the course of this work. Refer to Clause 6.3.

5.5 Prior to reroofing, all damaged and/or decayed lumber and/or sill plates c/w anchor bolts and/or isolated damaged/corroded anchor bolts shall be replaced or strengthened. This work shall be within the Contract's lump sum price for damaged and/or decayed lumber and/or sill plates c/w anchor bolts and/or isolated damaged/corroded anchor bolts that are specifically noted on Drawings No. 19-928-3 and No. 19-928-4 and/or on the pre-approved unit price basis in the Form of Tender for damaged and/or decayed lumber and/or sill plates c/w anchor bolts and/or isolated damaged/corroded anchor bolts that only become evident during the course of this work. Refer to Clause 6.4.

5.6 The dry sill plate to concrete joint shall be liberally coated with roofing cement prior to the start of shingle repairs. See also Detail 11.

5.7 All roofing shall be installed in accordance with the manufacturer's recommendations. The starter strip and the bottom shingle shall be bedded in roofing cement applied to the dry concrete foundation. See also Detail 11.

5.8 Standard shingles on dome panels shall end within not more than 75 mm (3 in.) of the vertical joints between panels such that the gap between shingles on abutting panels will be completely covered by the hip shingles. Do not carry standard shingles across vertical panel joints.

5.9 All vertical panel joints are to be covered with a single row of overlapping hip shingles from the dome base to the dome peak. Hip shingles shall be formed by cutting standard 3-tab shingles into three equal segments, where each tab forms one segment.

5.10 Install new flashings where indicated. Seat the new peak flashing in a bed of roofing cement. Seal the cap seam with roofing cement. See also Detail 13.

5.11 Roofing jacks that are used to provide access shall be placed to coincide with panel verticals, i.e., 38 mm X 140 mm (2 X 6in.) siderails and/or 89 mm X 89 mm (4 X 4in.) verticals. **Jacks shall not be placed where the jack nails** penetrate only the plywood.** All jack nails are to be driven through the plywood and into the lumber. Use large headed roofing nails that will lie flat and not impede the sealing of the shingles. Following removal of the jacks ensure that all jack nails are driven fully home* and that all shingles are properly seated.

*Lift shingle so that hammer contacts nail head directly. Do not sandwich shingle between hammer and nail head.

**Existing jack nails are to be removed from Panels No. 7 and No. 8 of all sectors. Refer to General Note No. 3.3(e).

5.12 All shingle wrappers and other debris shall be prevented from blowing onto neighbouring properties. As often as is necessary, and no less frequently than at the end of each working day, all shingle wrappers shall be gathered and stored.

5.13 Upon completion of the work the site shall be thoroughly cleaned of all debris and wrappers. Nails shall be gathered by sweeping the site, both inside and outside the dome, with both bristle brooms and magnetic rollers.

6.0 Structural

6.1 All workers shall wear and utilize all clothing and safety equipment as required by the Occupational Health and Safety Act and all other applicable legislation and regulations. All workers performing aerial work shall be tied off at all times.

6.2 The work included is that cited by Clause 2.1.2 and as further specified in the clauses that follow. In addition, some replacement of decayed/damaged plywood cladding and/or strengthening of decayed/damaged lumber and/or replacement of decayed/damaged sill plates c/w anchor bolts and/or replacement of isolated damaged/corroded anchor bolts may be required. The extent of such additional replacement will only become apparent during the course of the work of this Contract. The Form of Tender comprising a part of this Contract stipulates the unit prices for such plywood replacement, lumber strengthening, sill plate replacement c/w anchor bolts and replacement of isolated anchor bolts. All such additional replacement and/or strengthening shall be undertaken on the Contract's pre-approved unit price basis subject to the prior written approval of the City.

6.3 Where plywood replacement is required and specified on the drawings or approved under Clause 6.2 it shall be done as follows. Any such work shall be undertaken only under conditions of no rain or threat thereof. All new plywood and existing panel lumber shall be in a "dry" condition for this work.

6.3.1 Break out and remove plywood as whole sheets, i.e., bounded top and bottom by the toprail and bottomrail respectively and on either side by a 2 X 6in. siderail or a 4 X 4in. vertical. Chip away all remaining adhered fragments of plywood.

6.3.2 Remove any remaining nails/staples.

6.3.3 Clean the exposed surfaces of the panel's framing lumber of all loose material and debris.

6.3.4 Liberally coat the exposed surface of the panel lumber with adhesive that has been mixed and applied in accordance with the manufacturer's recommendations. Apply sufficient adhesive that the entire surface of the lumber will be covered as a result of "glue squeeze" when the plywood is installed.

6.3.5 Place new plywood in position with its face grain vertical. Fasten to all underlying lumber framing with 50 mm (2 in.) nails spaced at 50 mm (2 in.) c/c.

6.4 Where any lumber strengthening is specified on the drawings or approved under Clause 6.2 it shall be done as follows. Any such work shall be undertaken only under conditions of no rain or threat thereof. All new lumber and existing plywood and lumber shall be in a "dry" condition for this work.

6.4.1 Where the decayed panel member is an 89mm X 89mm (4 X 4in.), install a new 38mm X 140mm (2 X 6in.) full length along each side. This work shall conform to Drawing 8 herein.

6.4.2 Where the decayed panel member is a 38 X 140 (2 X 6in.), install a new 38mm X 140mm (2 X 6in.) full length alongside. For siderails refer to Drawing 7 herein; for toprails and bottomrails see Drawings 6A* and 6B* herein.

*Detail 6B shall be used except where the drawings explicitly allow Detail 6A.

6.4.3 Decayed sill plates shall be removed in their entirety. Cut off all existing anchor bolts flush with top of concrete. Slide new pre-cut PT sill plate into place. Install new 16 mm (5/8 in.)

anchor bolts ~150 mm (~6 in.) to one side of the existing bolts and at the same distance from the plywood. Grout new sill plate as/where required to assure full-width full-length bearing. Tighten anchor bolts per General Note 4.14 on the Drawings. Refer also to Details 11 and 12.

6.4.4 Replace isolated anchor bolts in the manner of Clause 6.4.3.

6.5 Undertake repairs/modifications of dome components as noted on the Contract Drawings. New members are to be glued to both the plywood and the existing lumber. New members are to be nailed to the plywood from outside and to the existing lumber framing inside as specified on the Contract Drawings. Stagger all nailing to avoid splitting. Use existing bolt holes as templates to drill new members. Install longer bolts where additional members are installed at existing siderails, top rails and/or bottom rails.

6.6 The Drawings specify the reinstallation, modification and/or improvement of certain secondary structural elements in the dome. All such secondary elements are to be reinstalled to match the existing conditions and improved as/where required to match the conditions specified herein. Certain existing secondary elements may be damaged in their removal and/or otherwise unsuitable for reinstallation. All such elements are to be replaced with new components as part of the lump sum work of this Contract.

6.7 In these Special Provisions and on the Contract Drawings the words "repair", "strengthen", and "replace" are used interchangeably with regard to remediation of damaged and/or decayed panel lumber components. In all such cases lumber remediation is by Details 4, 6A, 6B, 7 and/or 8 wherein the existing lumber is left in place and new lumber is installed alongside. Plywood remediation is by strengthening per Detail 5 or by replacement per General Note 4.11.

7.0 Standard Details

7.1 Standard Detail 1 to Detail 18 inclusive comprise this section. All standard details are printed in 8½ X 11 in. format as Drawing 1 to Drawing 18 inclusive and are appended hereto.

7.2 All standard details do not apply to this dome. Refer to the Contract Drawings of Clause 2.2 to determine which details apply and where they are to be used.

8.1 Work Excluded

8.1 The following related work will be performed by others and is therefore excluded from the Contractor's scope of work.

8.1.1 Clean out of salt/sand from inside the dome.

8.1.2 Removal of equipment and/or stored materials from around the exterior of the dome as/where required.

8.2 The work of Clause 8.1 shall be undertaken by the City only as is required for the successful completion of the work. The Contractor shall provide adequate notice of when the work of Clause 8.1 may be required.

- END OF SPECIAL PROVISIONS -

2020-24 - Works Yard Salt Dome "A" Structural Repairs and Roof Replacement

Opening Date: March 17, 2020 8:30 AM

Closing Date: April 8, 2020 3:00 PM

Schedule of Prices

Instructions on How to Complete Pricing Form

(a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.

(b) Rates quoted by the bidder shall be all-inclusive and shall include all labour and material costs, all travel and disbursement costs, all insurance costs, and all other overhead, including any fees or other charges required by law.

The Summary Table provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory. Asterisks within the table denote a **"MANDATORY"** line item.

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

If a table is **"NON-MANDATORY"** and you are bidding on it, you must bid on all line items with an asterisk.

If there are multiple tables, you must click the **"EDIT PRICING"** button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

Pricing Form

Line Item	Description	Quantity	Unit of Measure	Unit Price *	Extended Price
1	Dome "A" Structural Repairs and Roof Replacement	1	lump sum		
Subtotal:					

Extra Work

Unit prices for additional work shall include all mark-ups and overhead. Additional work must be authorized in writing by the City prior to commencement. Where the rates for additional work are unreasonably priced or do not represent the true market cost for that item, the City reserves the right to negotiate with the bidder a more acceptable and representative price. Prices shown will be held for the duration of the contract.

Line Item	Description	Unit of Measure	Price *
1	Replace 4ft x 8ft sheet of plywood, or part thereof within the prefabricated dome components, per clauses found in SP 6.3 per sheet.	each	
2	Replace 4ft x 8ft sheet of plywood, or part thereof elsewhere, i.e. Canopy Walls per sheet.	each	
3	Strengthen an existing 4"x4" or 2"x6" panel framing member or canopy framing member, per clause SP 6.4.1 and 6.4.2, respectively per BD. Ft. of new lumber.	each	
4	Replace an existing decayed or broken sill plate c/w anchor bolts per Clause SP 6.4.3 per sill plate, whether of standard configuration around the dome, or of special configuration at the doorway and/or the wing walls	each	
5	Replace isolated damage or corroded anchor bolt per Clause SP 6.4.4 per anchor bolt.	each	

Summary Table

Bid Form	Amount
Pricing Form	
Subtotal Contract Amount:	

The bidder confirms that the pricing information provided is accurate. The bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its bid or its eligibility for future work.

References

Provide current references, not to include the City of Brantford, for work of a similar nature (i.e. size and scope) to this project. The City of Brantford may verify references and a negative or poor reference or job completion may, at the City’s sole discretion, be sufficient reasons for not negotiating a contract with the bidder.

References

Description of Project/Work	Date Work Completed	Project Value	Company Name, Contact Name & Number
			*
			*
			*

Subcontractors

The bidder shall state all Subcontractor(s) and type of work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

The bidder shall **state only one (1) Subcontractor for each type of work.**

Subcontractors

By clicking here I confirm that there are no Subcontractor(s) and the bidder shall perform the project with their “**OWN FORCES**”.

Subcontractor Name & Address	Specific Description of Subcontractor Work	Contact Name & Number
		*

Addenda, Terms and Conditions

Submission Form

1. Acknowledgement of Terms of Reference and Governing Law

The bidder acknowledges that this competitive process will be governed by the terms and conditions of the competitive document.

2. Ability to Provide Deliverables

The bidder has carefully examined this competitive document and has a clear and comprehensive knowledge of the Deliverables required. The bidder represents and warrants its ability to provide the Deliverables in accordance with the requirements of the competitive document for the rates set out in the completed Pricing Form

3. Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this competitive process.

4. Confidential Information of Bidder

A bidder should identify any confidential information in its response or any accompanying documentation. The City will make reasonable efforts to safeguard confidential information of bidders, subject to its disclosure requirements under the Municipal Freedom of Information and Protection of Privacy Act or any other disclosure requirements imposed by order of a court or tribunal. The bidder agrees that their bid will, as necessary, be disclosed on a confidential basis to the City's advisers retained to advise or assist with this competitive process, including the review of bids. In addition, the bidder consents to the disclosure of contractual information, including pricing information, which may be disclosed to City Council and, accordingly, may become part of the public record. If a bidder has any questions about the collection and use of information pursuant to this competitive document, questions are to be submitted to the Purchasing Contact.

☐

I/WE agree to be bound by the terms and conditions contained in the bid document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the bidder.

Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the bidding process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its bid that is not available to other bidders; (ii) communicating with any person with a view to influencing preferred treatment in the competitive bidding process (including but not limited to the lobbying of decision makers involved in the competitive process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Bidders must declare all potential Conflicts of Interests which includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid;

AND (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If you declare a Conflict of Interest select 'YES' and provide the required details. If no Conflict of Interest exists select 'NO'.

Yes No

Addenda

The bidder is deemed to have read and accepted all addenda issued by the City prior to the Submission Deadline. The onus is on bidders to make any necessary amendments to their bids based on the addenda.

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

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