



**THE CORPORATION OF THE CITY OF WINDSOR
OFFICE OF THE CITY SOLICITOR**

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TELEPHONE NUMBER

**ADDENDUM NO. 4
TENDER NO. 04-20
FRANCOIS ROAD REHABILITATION**

February 19, 2020

This addendum amends and forms part of the Tender Documents. The bidder shall insert the addendum behind the cover page of the Tender Documents.

REVISED AND ATTACHED:

Appendix "A" – Mandatory Contract Terms (15 pages)

Except for the contents of this addendum, all other terms and conditions of this tender remain the same.

END OF ADDENDUM NO. 4

Yours truly,

THE CORPORATION OF THE CITY OF WINDSOR

Elaine Castellan

Elaine Castellan
Purchasing Supervisor

EC/jm

**ADDENDUM NO. 4
TENDER NO. 04-20
FRANCOIS ROAD REHABILITATION**

February 19, 2020

I hereby acknowledge receipt of Addendum No. 4 to the Tender No. 04-20 (17 pages).

The information contained therein is hereby noted and account of same will be taken in our tender cost.

This information was received on the _____ day of _____, 20_____.

Signature

Name (Printed)

Company Name

***NOTE: You are required to acknowledge this addendum with your TENDER submission.**

**PLEASE FAX BACK TO (519) 255-9891 OR E-MAIL @ purchasing@citywindsor.ca SIGNED
ACKNOWLEDGEMENT SHEET ASAP**

Attn: Purchasing Department

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APPENDIX “A” – MANDATORY CONTRACT TERMS

DEFINITIONS

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

“**Contract Documents**” means: Section 3.6 of Instruction to Bidders and amendments agreed upon between both parties.

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

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

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

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

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

“**Working Day**” means any day:

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

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

SUBSTANTIAL PERFORMANCE OF THE WORK

When the Contractor considers that the Work is substantially performed, or if

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

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

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

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

LIQUIDATED DAMAGES

It is understood and agreed that the Contractor will not commence or proceed with the Work hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing to do so.

The Contractor further covenants and agrees to undertake and complete the said Work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Corporation's City Engineer before the expiration of 95 Working Days from receipt of an order in writing from the City pursuant to the above paragraph (the "Contract Time") and subject always to the liquidated damages provisions. For greater clarity the Contractor shall pay the Corporation the sum of One Thousand Dollars (\$1,000.00) for liquidated damages for each and every Working Day's delay beyond the 75 Working Days from the Contract Time.

The Owner may deduct any amount due under liquidated damages from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or delays of sub-contractors due to such causes.

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If the time available for the completion of the work is increased or decreased by reason of Change Order or Change Directive, the deadline shall be increased or decreased as determined by the Owner.

DEFICIENCY RECTIFICATION SECURITY

- a) The Owner shall advise the Contractor in writing of:
 - .1 any defects or deficiencies in the Work apparent to the Owner by reasonable inspection within 10 calendar days after the date of Substantial Performance of the Work; and
 - .2 the amount required to correct the defects or deficiencies identified in .1, above, within 5 calendar days after giving the Contractor notice of the defects or deficiencies.
- b) The Contractor shall, within 5 calendar days of receiving the information in (a) above, deliver to the Owner the greater of two (2) times the value identified by the Owner in (a), above, or \$5,000, in the following Deficiency Rectification Security:
 - .1 an irrevocable standby letter of credit in the form attached; or
 - .2 a certified cheque payable to the Owner,
- c) If the Contractor fails to deliver the Deficiency Rectification Security in the amount and form and by the date specified in paragraph (b) above, the Owner may deduct and retain the Deficiency Rectification Security amount from any amount owing to the Contractor, and such retained amount shall take the place of and shall become the Deficiency Rectification Security.
- d) All the defects or deficiencies identified in .1, above, shall be completed to the satisfaction of the Owner within 45 calendar days of receiving the information in (a) above, or a date mutually agreed upon should such defects or deficiencies not be completed within 45 calendar days due to circumstances beyond the Contractor's control. If the Contractor fails to complete the defects or deficiencies identified in .1, above, to the satisfaction of the Owner within 45 calendar days or the date mutually agreed upon, the Owner will use the Deficiency Rectification Security to cover the costs of correcting defects or deficiencies identified in .1, above, and defects or deficiencies in the Work, which appear prior to and during the warranty period which, unless otherwise specified in the Contract, is one year from the date of Substantial Performance of the Work.
- e) After the expiration of 45 calendar days or the date mutually agreed upon as referred to in (d) above, the Owner shall impose an administration cost in the amount of 5% of the value of any outstanding defects or deficiencies in the Work. The amount shall be deducted from the Deficiency Rectification Security, or such amount that may be remaining of same.

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- f) The Owner reserves the right to hire a new contractor to complete the outstanding defects or deficiencies in the Work. The new contractor shall be paid from the Deficiency Rectification Security, or such amount that may be remaining of same. Should the Owner exercise this right, such right is in addition to any other rights or remedies available to it under the Contract.
- g) After all the defects or deficiencies in the Work are rectified, the Owner shall remit to the Contractor any Deficiency Rectification Security that has not been used in accordance with (d), (e), and (f) above.

PAYMENT

1. Subject to the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of TEN percent (10 %), the Owner shall:
 - a. make progress payments to the Successful Bidder on account of the contract price when due in the amount certified by the Owner together with such taxes as may be applicable to such payments, and
 - b. upon Substantial Performance, pay to the Successful Bidder the unpaid balance of the holdback amount when due together with such taxes as may be applicable to such payment, and
 - c. upon the issuance of the final certificate for payment, pay to the Successful Bidder the unpaid balance of the contract price when due together with such taxes as may be applicable to such payment.
2. In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the Successful Bidder in accordance with the provisions of insurance.
3. Should either party fail to make payments as they become due under the terms of the Contract or in an award by adjudication, arbitration or court, interest at the prejudgment interest rate determined under section 127(2) of the Courts of Justice Act (Ontario) shall also become due and payable.
4. Interest shall apply at the rate and in the manner prescribed by paragraph 3 above on the settlement amount of any claim in dispute that is resolved from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.
5. If the Successful Bidder does not achieve Substantial Performance by the mutual agreed upon date and time at commencement of the Work, as required arising from, either directly or indirectly, any act or omission of the Successful Bidder, or anyone employed or engaged by them directly or indirectly, the Successful Bidder will forthwith reimburse the Owner for all funding lost from any source and any reasonable costs incurred by the Owner arising from such failure to achieve Substantial Performance by the mutual agreed upon date and time at commencement of the Work ("Costs Incurred"). Without limiting any other rights of the Owner, the Owner has the

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right to retain any monies payable to the Successful Bidder under this or any other agreement between the Owner and the Successful Bidder, in an amount equal to the Costs Incurred, plus any applicable interest.

PROPER INVOICE FOR PROGRESS PAYMENT

1. In this contract a Proper Invoice for progress payment shall mean an application for payment made by the Successful Bidder that:
 - .1 is delivered to the Owner monthly by e-mail to jbressan@citywindsor.ca and engineeringconstructioninvoices@citywindsor.ca; and
 - .2 includes all of the following:
 - (1) the Successful Bidder's name and address and HST registration number;
 - (2) the date of the application for payment and the period during which the services and the materials were supplied;
 - (3) information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied;
 - (4) a description, including quantities where appropriate, of the services and materials that were supplied;
 - (5) the name, title, telephone number and mailing address of the person to whom payment is to be sent;
 - (6) the Successful Bidder's legal name, if different from the name set out .2(1) above;
 - (7) copies of any Change Orders or Change Directives, if any, for which the Successful Bidder is claiming payment, together with all backup documentation;
 - (8) certificates of insurance confirming the placement of the insurance coverage required by this Contract, unless all of the policies identified in certificates of insurance delivered as part of a prior Proper Invoice remain in full force and effect;
 - (9) the monthly report required by SUCCESSFUL BIDDER'S MONTHLY REPORTS.

SUCCESSFUL BIDDER'S MONTHLY REPORTS

1. During the project, unless otherwise required by this contract, the Successful Bidder shall provide a monthly written report to the Owner. This monthly report shall include:
 - .1 confirmation that the project is on schedule or, if the schedule has suffered slippage, a recovery plan demonstrating how the Successful Bidder will achieve recovery of the schedule;
 - .2 a list of critical issues of which the Successful Bidder is aware and which require resolution, including dates by which decisions are required and by whom;
 - .3 an updated construction schedule.

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2. The Successful Bidder's monthly report shall be included with its monthly application for progress payment."

PROGRESS PAYMENT

1. Subject to the Owner's right to give notice of non-payment in accordance with the Construction Act (Ontario), as amended, the Owner will pay the amount payable under a Proper Invoice for progress payment no later than 28 days after the date the Owner receives the Proper Invoice. Provided that the Owner's obligation to make payment shall not arise unless and until the Successful Bidder's application for payment constitutes a complete Proper Invoice as provided in PROPER INVOICE FOR PROGRESS PAYMENT. For certainty, and without limitation, the Owner may refuse to pay all or any portion of the application for progress payment where:
 - .1 the application does not comply with all of the requirements of a Proper Invoice in PROPER INVOICE FOR PROGRESS PAYMENT.
2. Payment by the Owner shall not preclude the Owner from thereafter disputing any of the items for which payment was made and shall not be construed as acceptance of any part of the Work.

PROPER INVOICE FOR FINAL PAYMENT

1. In this contract, a Proper Invoice for final payment shall mean an application for final payment made by the Successful Bidder that:
 - .1 is delivered to the Owner by e-mail to jbressan@citywindsor.ca and engineeringconstructioninvoices@citywindsor.ca; and
 - .2 includes all of the following:
 - (1) the Successful Bidder's name and address and HST registration number;
 - (2) the date of the application for payment and the period during which the services and the materials were supplied;
 - (3) information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied;
 - (4) a description, including quantities where appropriate, of the services and materials that were supplied;
 - (5) the name, title, telephone number and mailing address of the person to whom payment is to be sent;
 - (6) the Successful Bidder's legal name, if different from the name set out in .2(1) above;
 - (7) copies of any Change Orders or Change Directives, if any, for which the Successful Bidder is claiming payment, together with all backup documentation;
 - (8) certificates of insurance confirming the placement of the insurance coverage required by this Contract, unless all of the policies identified in certificates of insurance delivered as part of a prior Proper Invoice remain in full force and effect;

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(9) any documents or materials listed as follows:

- .1 all testing and balancing reports and spare parts, if any;
- .2 all shop drawings, if any;
- .3 all maintenance and operating manuals, instructions and materials, if any;
- .4 all specified warranties and guarantees and certificates, if any;
- .5 all distribution system diagrams, if any;
- .6 any other materials or documents required by the Contract Documents.

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

(10) the monthly report required by SUCCESSFUL BIDDER'S MONTHLY REPORTS.

FINAL PAYMENT

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

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

WITHHOLDING OF PAYMENT

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

NON-CONFORMING WORK

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

OWNER'S RIGHT TO MAKE CHANGES

1. The Owner, without invalidating the Contract, may make:
 - .1 changes in the Work consisting of additions, deletions or other revisions to the Work by Change Order or Change Directive, and
 - .2 changes to the project completion date and time for the Work, or any part thereof, by Change Order.

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2. The Successful Bidder shall not perform a change in the Work without a Change Order or a Change Directive. The requirement that the Successful Bidder obtain a Change Order or a Change Directive is of the essence and it is the express intention of the parties that any claims by the Successful Bidder for a change in the contract price and/or project completion date and time shall be barred unless there is strict compliance with paragraph 1 – OWNER’S RIGHT TO MAKE CHANGES. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the Work, and no claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for damages or additional payment under this contract or a claim for an extension of the project completion date and time, or a claim for an amendment to the contract. Without limiting the generality of the foregoing, under circumstances of expediency, the Successful Bidder may proceed with a change in the Work without first obtaining a Change Order or a Change Directive where it has received from the Owner or the Owner's authorized representative some form of written or e-mail direction agreeing to the change.
3. The Successful Bidder agrees that its activities related to construction co-ordination, including but not limited to site conditions, site co-ordination, and the co-ordination of subcontractors and suppliers and the Work of the Owner’s forces and/or other contractors, including the matters referred to in the following paragraph, shall not constitute a change in the Work and shall not entitle the Successful Bidder to an adjustment of the contract price or project completion date and time.
 - .1 The Successful Bidder shall perform the Work in accordance with modern practice and shall employ only good workmanship subject to specific requirements of the Contract Documents, and in accordance with applicable laws, ordinances, rules, regulations or codes relating to the performance of the Work. Without limiting the generality of the foregoing, the Successful Bidder is responsible for the intermeshing of the various parts of the Work so that no part shall be left in an unfinished or incomplete condition owing to any disagreement between Subcontractors, or between any of the Subcontractors and the Successful Bidder, or due to work performed by the Owner’s own forces or other contractors, as to where the Work of one begins or ends with relation to the Work of the other.
4. The Owner from time to time may issue supplemental instructions solely for the purposes of clarifying drawings and specifications. The Successful Bidder shall not be permitted to apply costs against supplemental instructions, however, if the Successful Bidder believes a supplemental instruction will result in either a change to the contract price or project completion date and time, the Successful Bidder shall immediately advise the Owner.

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1. AODA Customer Service Standard

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

Accessible Procurement

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

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

Accessible Customer Service Standard

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

Contractors shall ensure:

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

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

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

2. **Canada Revenue Agency Regulation 105**

Regulation 105 of the Income Tax Act requires every person (whether resident or non-resident in Canada) who pays a non-resident person (individual, corporation, partnership, joint venture, limited liability company, or other) a fee, commission, or other amount for services rendered in

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Canada, to deduct and withhold 15% tax from such a payment. For more detailed information, see Canada Revenue Agency's (CRA) publications 75-6R2, RC4445 and T4A-NR.

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

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

3. No Smoking By-Law

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

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

4. City Right to Audit

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

5. Indemnification and Insurance:

The Contractor covenants and agrees that it will at all times indemnify and save harmless the City, its officers, servants and agents from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the City, its officers, servants and agents by reason or in consequence of the execution and performance of the Work by the Contractor, its servants, agents or employees.

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

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

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

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

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

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

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

6. Conflicts and Omissions

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

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

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- xi) Working Drawings

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

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

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

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

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

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

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

7. Non-Resident Contractor

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

The Project Manager may withhold the issuance of the order to commence work to a non-resident Contractor if the required certificate and license have not been furnished. If the Contractor is non-

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resident in Ontario, he shall not commence work or order any material or equipment for the contract until he has furnished to the Corporation, the required certificate and license.

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

8. Workplace Safety & Insurance Board Coverage

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

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

The successful Contractor must have a valid W.S.I.B. Clearance and as proof will be required to submit a current Certificate of Clearance within ten (10) days of award of the Contract.

In addition, the Contractor shall ensure that all Sub-Contractors provide W.S.I.B. clearance prior to undertaking work on this project and prior to final release of any sub-contracted work. The Contractor shall also be responsible for ensuring that all sub-contractors provide W.S.I.B. Clearance Certificates prior to release of holdback on this project.

9. Safety

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

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

FRANCOIS ROAD REHABILITATION

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

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

-END OF APPENDIX "A"-