

# CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET

## By-law Number 2014-43

Being a By-law to establish a procurement and tendering policy.

Reference: Part VI, Section 271 of the *Municipal Act, 2001*

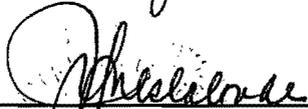
**WHEREAS**, under the *Municipal Act, 2001*, the Council of a municipality shall adopt a policy with respect to its procurement of goods and services;

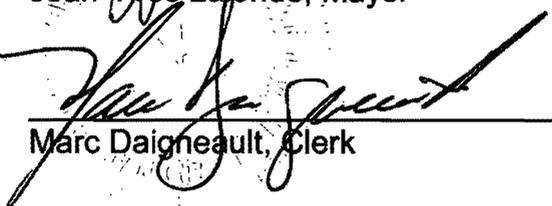
**AND WHEREAS** the Council of the Corporation of the Township of Alfred and Plantagenet is desirous of providing a defined basis for matters relating to the procurement and tendering process;

**NOW THEREFORE** it is enacted as follows:

1. **THAT** the "Procurement and Tendering Policy" as attached hereto be adopted.
2. **THAT** this By-law shall come into force and take effect upon adoption, thereby repealing By-law Number 2004-90.

**READ A FIRST, SECOND AND THIRD TIME** and duly passed in open council this <sup>20<sup>th</sup></sup> ~~22<sup>nd</sup>~~ day of ~~April~~ <sup>May</sup>, 2014. 

  
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Jean-Yves Lalonde, Mayor

  
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Marc Daigneault, Clerk

**PROCÉDURE D'ACHAT ET D'APPEL D'OFFRES  
PROCUREMENT AND TENDERING PROCEDURE**

CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET	CORPORATION DU CANTON D'ALFRED ET PLANTAGENET
<p align="center"><b>TENDERING PROCEDURES</b></p>	<p align="center"><b>PROCÉDURES D'APPEL D'OFFRES</b></p>
<p>The following procurement and tendering procedures for the Corporation of the Township of Alfred and Plantagenet shall be included as an attachment to all sealed bid documents. All suppliers must adhere to the following procedures.</p>	<p>Les procédures d'achat et d'appel d'offres pour la Corporation du Canton d'Alfred et Plantagenet qui suivent doivent être incluses comme pièce jointe à toutes les soumissions scellées. Tous les fournisseurs doivent adhérer aux procédures suivantes.</p>
<p><b>Purpose</b></p>	<p><b>But</b></p>
<p>The purpose of this policy is to set out guidelines to ensure that the acquisition of goods and services is made in a fair and equitable manner with the best overall quality/cost for the municipality.</p>	<p>La présente politique a pour but de d'établir les procédures à suivre pour que l'acquisition de biens et de services s'effectue de façon intégrée et équitable au meilleur rapport qualité/coût pour la municipalité.</p>
<p><b>Definitions</b></p>	<p><b>Définitions</b></p>
<p><b>Bid:</b> means a submission from a prospective supplier in response to a request for the purchase of goods or services issued by the municipality;</p>	<p><b>Soumission :</b> signifie l'offre d'un fournisseur potentiel en réponse à un appel d'offres émis par la municipalité pour l'acquisition de biens ou de services;</p>
<p><b>Bid Deposit:</b> means a financial guarantee required with the submission to ensure that the successful bidder will enter into an agreement with the municipality for supplying the goods or services at the submitted cost;</p>	<p><b>Dépôt de soumission:</b> signifie une somme exigée avec la soumission afin d'assurer que le soumissionnaire retenu conviendra d'une entente avec la municipalité pour la fourniture des biens ou services au montant soumis;</p>
<p><b>Council:</b> means the Council of the Corporation of the Township of Alfred and Plantagenet;</p>	<p><b>Conseil :</b> désigne le Conseil municipal de la Corporation du Canton d'Alfred et Plantagenet;</p>
<p><b>Department Head:</b> means the individual responsible for the direction and operational control of a Department of the Township of Alfred and Plantagenet;</p>	<p><b>Chef de service:</b> signifie la personne responsable de la direction et des opérations d'un Service du Canton d'Alfred et Plantagenet;</p>
<p><b>Emergency Purchase:</b> means a purchase of goods and services carried out during a situation that requires an immediate action and which is deemed essential to prevent serious delays in service delivery, to prevent additional damages to a municipal property or equipment or to restore an essential service. An emergency purchase is not carried out only during an emergency as defined under the <i>Emergency Plans Act</i>;</p>	<p><b>Achat d'urgence:</b> signifie un achat de produits ou de services effectué dans le cadre d'une situation qui mérite une action immédiate et nécessaire afin d'éviter des retards importants dans la livraison de services, des dégâts additionnels à un équipement ou un bâtiment municipal ou pour rétablir un service essentiel. Un achat d'urgence n'est pas effectué uniquement dans le cadre d'une urgence telle que définie dans la <i>Loi sur les plans d'urgence</i>;</p>
<p><b>Goods and services:</b> means goods, wares,</p>	<p><b>Biens et services:</b> signifie des biens, des</p>

merchandise, materials, equipments and professional services required through a request for proposal;

**Municipal Representative:** means the Chief Administrative Officer – Clerk, the Deputy Clerk, the Treasurer, the Deputy Treasurer, a Department Head or any other municipal employee assigned by the administration and involved in the tendering process;

**Request for Proposals:** means the document that sets out particular requirements for goods and/or services required by the municipality;

**Request for Proposal - Two Sealed Envelope Process:** means a request for proposal process by which the characteristics of the goods and services are described in one envelope and the cost for these goods and services are contained in a second envelope;

**Sealed Bid:** means a proposal received in response to a request for proposal, submitted in a sealed envelope at the specified location and within the required time;

**Supplier:** means a person or an enterprise supplying goods or services to the municipality;

#### **Acquisition and Expense Authorization**

Municipal Council is the ultimate authority in matters of acquisition and expense. Council delegates its authority to the Chief Administrative Officer – Clerk, the Treasurer and Department Heads by adopting the budget or a resolution in order to authorize and acquisition of an expense.

The Finance Department pays a product or a service that was approved by Council through the budget appropriation process or following the adoption of a resolution specific to the product or service.

#### **Authorization by the Department Head**

Department Heads are responsible for approving the invoices for the expenses which have been approved in the budget or the ones that have been approved through an amendment to the budget by Council.

A resolution approving a budget amendment for an expenditure or a non forecasted purchase must contain the subject for the expenditure, the costs involved, a cost estimate or a maximum authorized amount and the budgetary fund where

produits, des marchandises, des matériaux, des équipements ou des services professionnels requis dans le cadre d'un appel d'offres;

**Représentant municipal:** signifie le Directeur général-Greffier, le Greffier-Adjoint, le Trésorier, le Trésorier-Adjoint, un chef de Service ou tout autre employé de la municipalité désigné par l'administration et impliqué dans le processus d'appel d'offres;

**Appel d'offres:** signifie le document qui énumère les exigences spécifiques pour les produits ou les services requis par la municipalité;

**Processus de soumission à deux enveloppes scellées:** signifie un processus d'appel d'offres par lequel les caractéristiques des biens et services sont contenues dans une enveloppe et le coût de ces biens et services est contenu dans une deuxième enveloppe;

**Soumission scellée:** signifie une soumission déposée dans une enveloppe scellée en réponse à un appel d'offres remise au lieu et dans les délais prescrits;

**Fournisseur:** signifie un individu ou une entreprise qui fournit des biens ou des services à la municipalité;

#### **Autorisation d'acquérir et de dépenser**

Le Conseil municipal est l'ultime autorité en matière d'acquisition et de dépense. Le Conseil délègue son autorité au Directeur général – Greffier, au Trésorier et aux chefs de Services en adoptant un budget ou une résolution autorisant une acquisition ou une dépense.

Le Service des Finances acquitte un produit ou un service qui a été approuvé par le Conseil lors de l'adoption du budget ou suite à l'adoption d'une résolution spécifique au produit ou au service.

#### **Autorisation du chef de Service**

Les chefs de Service sont responsables d'approuver les factures pour les dépenses prévues au budget ou qui ont fait l'objet d'un amendement au budget approuvé par le Conseil.

Une résolution approuvant un amendement au budget pour des dépenses ou des achats imprévus doit indiquer l'objet de la dépense, les coûts, une estimation des coûts ou une somme maximum autorisée ainsi que le fonds budgétaire

the expenditure will be registered.

The Department Heads are authorized to acquire from suppliers goods and services that have been approved in the budget by Council for an estimated value between of \$5,000.00 and \$25,000.00.

If possible, the Department Heads must obtain at least three (3) written quotations from various suppliers for the coveted goods and services.

The estimated value or the nature of the required goods or services will determine the purchasing mechanism (one or two sealed envelope) to be used by the Department Heads. The Department Heads may consult with the Chief Administrative Officer - Clerk or the Treasurer to determine the best purchasing mechanism to be used for a specific good or service.

Subject to Council's approval by resolution, a Department Head may be authorized to make purchases for goods and services for an estimated value between \$25,000.00 and \$50,000.00 without requesting sealed tenders.

The Department Heads shall obtain at least three (3) sealed tenders for goods or services for an estimated value in excess of \$50,000.00 unless specifically authorized to do so by a resolution of Council for a particular transaction.

In an emergency situation, the Mayor and the Chief Administrative Officer – Clerk are authorized to acquire goods and services deemed essential for the safety and well being of the residents of the municipality.

As soon as possible, the Chief Administrative Officer – Clerk submits a report to Council setting out the details for the purchase of goods and services during the emergency situation and the reasons that justify the actions that were taken.

A Request for Proposal may be advertised in the local newspapers, website, and/or applicable publications necessary to comply with all existing statutory regulations or sent by invitation to specific suppliers.

**Authority**

1. Subject to Council's approval, only the CAO-Clerk or the Treasurer may modify or change these procedures.

à l'intérieur duquel sera inscrite la dépense.

Les chefs de Service sont autorisés à acquérir auprès des fournisseurs des biens ou des services qui ont été approuvés au budget par le Conseil pour une valeur estimée entre 5,000\$ et 25,000\$.

Si possible, les chefs de Service doivent obtenir au moins trois (3) offres écrites de différents fournisseurs pour les biens ou services convoités.

La valeur estimée ou la nature du bien ou du service convoité déterminera le processus d'acquisition (une ou deux enveloppes) qui sera utilisé par le chef de Service. Les chefs de Service peuvent consulter le Directeur général – Greffier ou le Trésorier afin de déterminer le processus d'acquisition approprié pour un bien ou un service spécifique.

Sujet à l'approbation du Conseil par résolution, un Chef de service peut être autorisé à effectuer des achats pour des biens ou services pour une valeur entre 25,000\$ et 50,000\$ sans soumissions scellées.

Les chefs de Service doivent obtenir au moins trois (3) soumissions scellées pour l'acquisition de biens ou service d'une valeur supérieure à 50,000\$ à moins d'avoir obtenu l'autorisation du Conseil par résolution pour une transaction particulière.

En situation d'urgence, le Maire et le Directeur général – Greffier sont autorisés à effectuer des acquisitions de biens et services nécessaires pour assurer la sécurité et le bien-être des contribuables de la municipalité.

Aussitôt que possible, le Directeur général – Greffier soumet un rapport au Conseil indiquant les détails des acquisitions de biens et services effectués lors de la situation d'urgence et les raisons qui justifient les actions qui ont été prises.

Un appel d'offres peut être publié dans les journaux locaux, le site Web et toute publication jugée nécessaire au respect de la réglementation en cours ou acheminé par invitation à des fournisseurs spécifiques.

**Autorisation**

1. Sous l'approbation du Conseil, seuls le Directeur général – Greffier ou le Trésorier peuvent modifier ces procédures.

<p><b>Statement by Bidder</b></p> <p>2. Every person intending to submit pricing for goods or services shall be given a copy of these procedures and shall be required to sign the Statement by Bidder confirming that these procedures have been read and understood by the supplier.</p> <p><b>Bid Submissions</b></p> <p>3. All bid submissions must be properly signed, placed in a sealed envelope with the title of the submission clearly identified on the face of the envelope and submitted to the specified location, at the time (local time) and on the date specified in the bid document.</p> <p><b>Reception of Bid</b></p> <p>4. All submitted bids shall be initialized and shall have the date and time of receipt noted on the face of the envelope.</p> <p><b>Late Bids</b></p> <p>5. Bids received later than the time specified will not be accepted, regardless of any postal seal date and such bids will not be opened and will be returned by regular mail or picked up by the bidder at the Municipal offices.</p> <p><b>Submission of new bid</b></p> <p>6. A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last bid received will supersede and invalidate all bids previously received by that bidder.</p> <p><b>Withdrawal of a bid</b></p> <p>7. By submitting a letter indicating his wish to pull out his bid and bearing his signature, a bidder may withdraw his bid at any time before the official closing time for the bids.</p> <p><b>One or Two Envelope Bid</b></p> <p>8. All bids shall be submitted in one or two envelopes as indicated in the RFP with the</p>	<p><b>Déclaration du soumissionnaire</b></p> <p>2. Quiconque à l'intention de déposer une soumission pour des biens et services recevra une copie des présentes procédures et sera requis de signer la Déclaration du fournisseur confirmant que les procédures ont été lues et comprises par le fournisseur.</p> <p><b>Propositions</b></p> <p>3. Toutes les propositions doivent être signées, placées dans une enveloppe scellée avec le titre de la soumission clairement identifié sur la face de l'enveloppe et transmises à l'endroit indiqué, à l'heure (heure locale) et à la date spécifiées dans l'appel d'offres.</p> <p><b>Réception des propositions</b></p> <p>4. Toutes les propositions reçues seront initialisées et marquées sur la face de l'enveloppe avec l'estampe (date et heure) de réception.</p> <p><b>Propositions en retard</b></p> <p>5. Nonobstant la date du récépissé de la poste, les propositions reçues après l'heure indiquée dans l'appel d'offres ne seront pas acceptées, ne seront pas ouvertes et seront retournées par courrier régulier ou récupérées par le fournisseur aux bureaux municipaux.</p> <p><b>Dépôt d'une nouvelle soumission</b></p> <p>6. Un fournisseur qui a déjà déposé une offre de services peut, avant la date et l'heure de clôture, soumettre une autre offre de services. La dernière offre déposée invalide et remplace toutes les offres de services déposées préalablement par ce même fournisseur.</p> <p><b>Retrait d'une soumission</b></p> <p>7. Un fournisseur peut retirer sa soumission en tout temps avant l'heure de clôture des offres de services en déposant une lettre dûment signée indiquant son intention de retirer son offre de services.</p> <p><b>Proposition en une ou deux enveloppes</b></p> <p>8. Toutes les propositions doivent être transmises dans une ou deux enveloppes</p>
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<p>title of the submission clearly identified on the face of the envelope and shall contain the entire bid documents required at time of closing as stated in the bid document. The submission must be complete. The municipality will not supply envelopes.</p>	<p>tel qu'indiqué dans l'appel d'offres avec le titre clairement identifié sur la face de l'enveloppe. L'enveloppe doit contenir tous les documents requis à la date de fermeture de l'appel d'offres. L'offre de services doit être complète. La municipalité ne fournit pas d'enveloppe.</p>
<p><b>Public Bid Opening</b></p>	<p><b>Ouverture des propositions en public</b></p>
<p>9. All bids shall be opened in the presence of the Treasurer or the Deputy Treasurer and the Department Head after the closing as is practical. Such bid opening shall be open to the public. The names of those in attendance shall be recorded.</p>	<p>9. Toutes les propositions seront dévoilées en présence du Trésorier ou du Trésorier adjoint et du chef de service après l'heure de fermeture indiquée à l'appel d'offres. L'ouverture des propositions est publique. Le nom des personnes qui assistent à l'ouverture des propositions sera enregistré.</p>
<p><b>Incomplete Bid</b></p>	<p><b>Proposition incomplète</b></p>
<p>10. All the bids shall be reviewed by the Treasurer or the Deputy Treasurer and the Department Head. If the envelope does not contain the appropriate documentation as required or if the bid does not comply with the requirements at time of closing, the bid will be rejected. Written confirmation of the bids rejected will be forwarded to the bidder by the Treasurer or the Deputy Treasurer.</p>	<p>10. Les propositions seront vérifiées par le Trésorier ou le Trésorier adjoint et le chef de service. Si l'enveloppe ne renferme pas tous les documents requis ou si une proposition n'est pas conforme aux exigences, la proposition sera rejetée. Le Trésorier ou son adjoint transmettra par écrit auprès du fournisseur les raisons du rejet de l'offre de services.</p>
<p><b>Bid Quoted Publicly</b></p>	<p><b>Dévoilement public</b></p>
<p>11. When the Treasurer or the Deputy Treasurer and Department Head are satisfied that the bid submission contains the proper forms and information, the total price bid will be quoted publicly.</p>	<p>11. Lorsque le Trésorier ou son adjoint et le chef de service sont satisfaits que la proposition renferme tous les documents et l'information requis, le prix total de l'offre de services sera dévoilé publiquement.</p>
<p><b>Report to Council</b></p>	<p><b>Rapport au Conseil</b></p>
<p>12. No announcement concerning the successful bid shall be made at the opening. A complete report shall be prepared by the appropriate Department Head or Consultant, as the case may be, to be submitted to Council for a decision.</p>	<p>12. La proposition retenue ne sera pas annoncée à l'ouverture des offres de services. Un rapport sera préparé par le chef de service ou le consultant, selon le cas, et soumis au Conseil pour approbation par résolution.</p>
<p><b>Public Examination</b></p>	<p><b>Vérification publique</b></p>
<p>13. Bidders may examine opened bids in order to satisfy themselves that all the conditions have been complied with at the time of opening.</p>	<p>13. Les fournisseurs peuvent examiner les offres de services reçues afin de confirmer que les conditions imposées ont été respectées lors de l'ouverture.</p>
<p><b>Right to Reject</b></p>	<p><b>Droit de rejet</b></p>
<p>14. The Corporation of the Township of Alfred and Plantagenet reserves the right to reject any or all bids for any reason whatsoever and</p>	<p>14. La Corporation du Canton d'Alfred et Plantagenet se réserve le droit de rejeter une ou toutes les offres pour quelque raison</p>

<p>to accept any bid considered best for its interest.</p> <p><b>Withdrawal of Unopened Bids</b></p> <p>15. Any bidder may be permitted to withdraw his unopened bid submission after it has been deposited with the CAO-Clerk provided such request for withdrawal is received in writing prior to the time appointed for the opening of such bids.</p> <p><b>One Bid Only</b></p> <p>16. More than one bid submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.</p> <p><b>Irregularities in Bids</b></p> <p>17. Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected. The bidder may, however, submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion.</p> <p><b>Identical Bids</b></p> <p>18. When two or more identical bids have been received and meet the specific requirements set out in the request for proposals, the Chief Administrative Officer – Clerk, the Treasurer or the Department Head may negotiate with the bidders, keeping all negotiations fair and equitable and that they are well documented</p> <p><b>Unbalanced Bids</b></p> <p>19. Bids containing unbalanced prices and that are likely to adversely affect the interest of the Corporation, may be rejected. The Corporation shall be the sole judge of such matters.</p> <p><b>Discrepancies or Omissions</b></p> <p>20. Should a bidder find discrepancies or omissions in the bid documents or should clarifications be required as to its meaning, the appropriate Department Head may send</p>	<p>que ce soit et accepter celle qu'elle considère appropriée pour ses intérêts.</p> <p><b>Retrait des propositions scellées</b></p> <p>15. Un fournisseur peut être autorisé à retirer sa proposition de services après que celle-ci aura été reçue par le Directeur général – Greffier à la condition que cette demande de retrait soit soumise par écrit avant l'heure fixé pour l'ouverture des soumissions.</p> <p><b>Une seule proposition</b></p> <p>16. Des soumissions déposées sous le même ou différents noms par un fournisseur, un partenariat, une corporation ou une association ne seront pas considérées. La collusion entre les fournisseurs constituera une raison suffisante pour rejeter les offres de services reçues.</p> <p><b>Propositions irrégulières</b></p> <p>17. Les offres de services qui sont incomplètes, conditionnelles ou vagues, qui renferment des ajouts, des rayures, des modifications ou des irrégularités, peuvent être rejetées. Toutefois, le fournisseur peut soumettre des prix différents pour les services recherchés. La Corporation se réserve le droit de conserver ou de rejeter l'offre de services.</p> <p><b>Soumissions identiques</b></p> <p>18. Lorsque deux ou plusieurs soumissions identiques ont été reçues et qu'elles répondent aux exigences énoncées dans l'appel d'offres, le Directeur général – Greffier, le Trésorier ou le chef de Service peut entamer des négociations avec les fournisseurs en s'assurant qu'elles soient justes et équitables et qu'elles soient bien documentées.</p> <p><b>Propositions erronées</b></p> <p>19. Les propositions qui renferment des erreurs de calcul et qui risquent d'affecter les intérêts de la Corporation peuvent être rejetées. La Corporation se réserve le droit de conserver ou rejeter l'offre de services.</p> <p><b>Erreurs et omissions</b></p> <p>20. Si un fournisseur découvre des erreurs ou des omissions dans le document d'appel d'offres ou si des précisions sont requises pour sa bonne compréhension, le chef de</p>
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in writing an addendum to all bidders.

### **Bid Signatures**

21. All bids must be on the form supplied by the municipality and be signed and sealed by the bidder. A bid submitted by a Corporation shall bear the Corporation Seal and the signature of a duly authorized officer who may be required to present evidence of his authority to sign. Where a bid is a joint venture they shall comply individually with this direction.

### **Changes to Sub-Trades**

22. Where sub-trades are to be involved in the services provided to the municipality, the successful bidder shall provide a complete list showing sub-trade name, owners, phone numbers and addresses if this is requested by the Township. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Consultant of the municipality.

### **WSIB Standing**

23. The Contractor shall insert the firm's Workplace Safety and Insurance Board (WSIB) account number in the space provided on the Bid Form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.

### **No Contingency Allowance**

24. No contingency allowance shall be included in any bid, unless approved by the municipality.

### **Estimate of Quantities**

25. If applicable, the estimate of quantities as shown in the bid document shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation.

service devra, par addendum, informer tous les fournisseurs.

### **Signatures des soumissionnaires**

21. Toutes les offres de services doivent être soumises dans le format prescrit par la municipalité, signées et scellées par le fournisseur. Une offre de services soumise par une Corporation doit porter le sceau et être signée par la personne autorisée. Une preuve de cette autorité peut être exigée par la municipalité. Les offres de services conjointes doivent être conformes individuellement à cette directive.

### **Changement des entrepreneurs**

22. À la discrétion de la municipalité, lorsque le fournisseur fait appel à des entrepreneurs pour les services offerts à la municipalité, le fournisseur doit fournir une liste complète des noms des entrepreneurs avec leur numéro de téléphone et leur adresse. Le montant des travaux attribuables à chaque entrepreneur sera indiqué sur la liste. Les entrepreneurs peuvent être remplacés par le fournisseur sur approbation écrite du chef de service ou du consultant de la municipalité.

### **Statut avec la CSPACAT**

23. Le fournisseur indiquera son numéro de compte de la Commission de la sécurité professionnelle et de l'assurance contre les accidents du travail (CSPACAT) à l'endroit prévu à cet effet dans l'appel d'offres. Ce numéro est exigé afin de vérifier le statut du fournisseur au moment de soumettre une recommandation pour l'octroi du contrat.

### **Aucune contingence**

24. Aucune contingence ne sera incorporée dans une offre de service à moins qu'elle soit approuvée par la municipalité.

### **Estimation des quantités**

25. Si applicable, les estimés de quantité qui apparaissent dans les propositions seront utilisés pour justifier l'octroi du contrat. L'exactitude de ces quantités ne peut pas être assurée et celles-ci sont fournies sans aucune responsabilité de la part de la municipalité.

<p><b>Conflict Between Bid Amount and Unit Price</b></p> <p>26. Whenever in a bid submission the amount bid for an item does not reflect the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.</p> <p><b>Full Compensation</b></p> <p>27. The unit price or lump sum price for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labor, equipment and materials specified in the Special Provisions, standard specifications and supplemental specifications.</p> <p><b>Notice of Award to the Successful Bidder</b></p> <p>28. The successful bidder shall be notified of the contract award within two to five business days after Council's decision.</p> <p><b>Bid Deposit</b></p> <p>29. A bid deposit in an amount representing 10% of the estimated value of the coveted goods or services shall be required with any offer of services up to a maximum value of \$10,000;</p> <p>30. When bid deposits are a requirement of the bid document, they shall be submitted in full compliance of the bid and in conformity with the following:</p> <p>a) It is noted that the bid deposit certified cheque, money order or bid bond is a guarantee that the successful bidder will execute a contract agreement with the Township for the delivery of the services, material or equipment at the amount bid and will provide the appropriate performance and payment bonds.</p> <p>b) In the event that the successful bidder fails to execute a contract agreement or supply the requested performance and payment bonds with the Township when requested to do so, the bidder shall be deemed to be in default and the Township will have full unencumbered right to cash any bid</p>	<p><b>Conflit : montant proposé et prix unitaire</b></p> <p>26. Dans l'éventualité où le montant total d'une proposition ne reflète pas les quantités estimées et le prix unitaire, le prix unitaire sera considéré comme valide et le montant total de la soumission sera corrigé en conséquence.</p> <p><b>Compensation complète</b></p> <p>27. Le prix unitaire ou le montant forfaitaire pour tous les items dans l'Annexe des quantités et des prix unitaires sera jugé comme étant une compensation complète pour tous les travaux incluant la main-d'œuvre, les équipements et les matériaux spécifiés dans les documents : Dispositions spéciales, Dispositions normales ou Spécifications additionnelles.</p> <p><b>Avis au fournisseur choisi</b></p> <p>28. Le fournisseur choisi sera avisé de l'octroi du contrat dans un délai de deux à cinq jours ouvrables suivant la décision du Conseil.</p> <p><b>Dépôt de soumission</b></p> <p>29. Un dépôt de soumission représentant 10% de la valeur estimée des biens et services convoités sera requis avec toute offre de services jusqu'à concurrence d'une valeur maximum de \$10,000;</p> <p>30. Lorsqu'un dépôt de soumission est exigé dans l'appel d'offres, le dépôt doit être soumis en conformité avec les termes de l'appel d'offres et en accord avec les exigences suivantes :</p> <p>a) Il est convenu que le chèque certifié, le mandat ou la caution bancaire est une garantie à l'effet que le soumissionnaire choisi s'engage à conclure une entente avec le Canton pour la fourniture des services, des matériaux ou les équipements pour le montant prévu dans la proposition et qu'il fournira les garanties de performance et de paiement requis.</p> <p>b) Dans l'éventualité où le fournisseur choisi ne respecte pas les termes de l'entente ou ne fournit pas les garanties de performance et de paiement requis par le Canton, le fournisseur sera jugé en défaut et le Canton aura le droit inaliénable d'encaisser les dépôts, chèques, mandat</p>
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deposit cheque or money order or act upon a bid bond in its possession and the Township has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted as herein shall have no claim whatsoever against the Township for such action taken by the Township.

- c) All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of the Township of Alfred and Plantagenet, within ten (10) days after the close of the bids;
- d) The Township shall retain all deposits until the successful bid is officially announced.
- e) The bid deposits retained by the Township shall be released after execution of the contract agreement and submission to the Corporation of all documents (Performance Bond and Payment Bond) required for the contract.
- f) If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Township in its bid documents within three weeks after the date of contract award, the Corporation at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture.
- g) Bidders shall note that no interest will be paid on any bid deposit.
- h) Agreement to Bond shall be in a form prescribed by the Township.

**Agreement by Bidder**

31. The successful bidder shall comply with the following requirements:

- a) The bidder shall be bound to execute the contract agreement and to file a performance bond, a payment bond, insurance policies and WSIB clearance letter, as required herein, with the Corporation within three weeks of the date of contract award.
- b) Failure to execute the contract or to file the required documents (performance bond, payment bond, insurance policies, etc) within the specified time period shall be just cause for the cancellation of the

ou caution bancaire en sa possession, le Canton possède tous les droits, sans contrainte, d'utiliser les fonds à sa discrétion et le fournisseur en défaut ne pourra pas déposer de réclamation contre le Canton pour les actions de ce dernier.

- c) Tous les chèques, garanties ou cautions bancaires seront payables à la Corporation du Canton d'Alfred et Plantagenet dans un délai de dix (10) jours suivants la fermeture des soumissions ;
- d) Le Canton conservera tous les dépôts jusqu'à l'annonce officielle de la soumission retenue.
- e) Les dépôts de performance retenus par le Canton seront libérés après la signature de l'entente et la réception par la Corporation de tous les documents requis pour l'exécution du contrat.
- f) Si le fournisseur refuse ou néglige de se conformer aux termes de l'entente ou de soumettre les documents exigés par le Canton dans son appel d'offres dans un délai de trois semaines après la date d'octroi du contrat, la Corporation, à sa discrétion, peut encaisser les dépôts en guise de pénalité.
- g) Il est à noter qu'il n'y a aucun intérêt payable sur les dépôts de performance.
- h) Le format du contrat d'engagement sera celui prescrit par le Canton.

**Engagement du fournisseur**

27. Le fournisseur choisi devra se conformer aux exigences suivantes :

- a) Le fournisseur s'engage à respecter les termes de l'entente, à déposer les garanties de performance et de paiement, une police d'assurance et une lettre de confirmation de la CSPACAT auprès de la Corporation dans un délai de trois (3) semaines de la date d'octroi du contrat.
- b) Si le fournisseur ne respecte pas les termes du contrat ou ne dépose pas les documents requis (garanties de performance et de paiement, assurances, etc.) dans les délais prescrits, la

<p>contract award and the forfeiture of the bid deposit to the Corporation, not as penalty, but in liquidation of damages sustained. The Corporation shall then have the right to award the contract to any other bidder or to reissue the bid document.</p> <p>c) Upon award of the contract, and where required the Contractor must furnish to the Corporation, at his cost, a Performance Bond and a Payment Bond in the amount specified in the bid documents.</p> <p>d) The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed or materials supplied or both within the terms of the contract up to the face value of the bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications thereof and twelve month maintenance guarantee. The bonding company shall not replace a prime Contractor or Sub-Contractor without prior approval of the appropriate Department Head or Consultant of the Municipality.</p> <p>e) The Payment Bond shall cover payments of subcontractors, laborers, and material suppliers associated with the project.</p> <p>f) Upon award of the contract, the Contractor must furnish to the Corporation, at his cost, a certified copy of a liability insurance policy. All minimum coverage is detailed below:</p> <p>\$2 million general liability and automobile liability policies;  \$2 million homeowners (e.g. for rental of facilities);  \$5 million general liability and automobile liability policies for contract work done for most Public Works and Environmental Services Department projects;</p> <p>\$2 million professional errors and omissions liability Builder's Risk for the amount of the project cost.</p>	<p>Corporation pourra annuler le contrat et encaisser le dépôt de performance en guise de dédommagement et non à titre de pénalité. La Corporation aura le droit d'accorder le contrat à un autre fournisseur ou de reprendre la procédure d'appel d'offres.</p> <p>c) Suite à l'octroi du contrat et lorsque requis par la Corporation, le fournisseur devra fournir à ses frais une garantie de performance et une garantie de paiement dont le montant est spécifié dans l'appel d'offres.</p> <p>d) La garantie de performance devra, sans condition, garantir que les travaux seront complétés à la satisfaction de la Corporation et que les matériaux seront fournis selon les termes du contrat jusqu'à la valeur du dépôt. C'est-à-dire que la compagnie émettrice de la garantie de performance assumera les responsabilités de l'entrepreneur. Sans limiter ce qui précède, la garantie doit couvrir les prolongations de contrat, les modifications et douze mois de garantie d'entretien. La compagnie émettrice de la garantie ne peut pas remplacer un entrepreneur principal ou un sous-entrepreneur sans au préalable avoir obtenu l'approbation du chef de service ou du consultant de la municipalité.</p> <p>e) La garantie de paiement devra garantir le paiement des sous-entrepreneurs, des ouvriers et des fournisseurs de matériaux associés au projet.</p> <p>f) Suite à l'octroi du contrat, l'entrepreneur doit, à ses frais, fournir à la Corporation une copie certifiée d'assurance responsabilité. La couverture minimum est précisée ci-dessous:</p> <p>\$2 millions en responsabilité générale et responsabilité automobile ;  \$2 millions propriétaires (ex. pour la location d'espace) ;  \$5 millions en responsabilité générale et responsabilité automobile pour les contrats effectués pour le Service des travaux publics et les Services environnementaux ;  \$2 millions en cas d'erreurs et d'omissions professionnelles, les responsabilités de l'entrepreneur pour la valeur du projet.</p>
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**Insurance Coverage**

32. Such policy shall contain:

- a Cross Liability clause or endorsement;
- an endorsement certifying that the Township is included as an additional named insured;
- an endorsement to the effect that the policy or policies will not be altered, canceled or allowed to lapse without thirty days prior written notice to the Corporation.

**Liability Insurance Policy**

33. The Contractor's Liability Insurance Policy shall not contain any exclusions of liability for damage to property, building or land arising from:

- the removal or weakening of support of any property, building or land whether such support be natural or otherwise;
- the use of explosives for blasting;
- the vibration from pile driving or caisson work, provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00.

34. The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation including Insurance Provider licensed in Canada.

35. If required, the Contractor shall maintain and pay for a Builder's All Risk Policy satisfactory to the Corporation in the joint names of the Corporation and the Contractor, in the amount of 100% of the total value of the contract. All monies paid under such insurance shall be received by the Corporation, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material which has been damaged or destroyed according to the appropriate Department Head or Consultants certificate. The balance, if any, shall be paid to the Contractor on completion. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the contract. The Builder's All Risks Policy shall remain in the custody of the Corporation and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the appropriate Department Head of the Township.

**Couverture d'assurances**

28. Les polices d'assurances devront contenir :

- Une clause de responsabilité mutuelle ou un engagement ;
- Un engagement certifiant que le Canton est inclus à titre d'assuré additionnel ;
- Un engagement à l'effet que la Corporation sera avisée par écrit au moins 30 jours avant que la police d'assurance ne soit modifiée, annulée ou échue.

**Police d'assurance responsabilité**

29. La police d'assurance responsabilité de l'entrepreneur ne renfermera pas d'exception en cas de dommage aux propriétés, bâtiments ou terrain suite à :

- Le retrait ou l'affaiblissement du support d'une propriété, d'un bâtiment ou d'un terrain qu'ils soient naturels ou autres ;
- L'usage d'explosifs aux fins de minage ;
- Les vibrations causées par l'installation des pilotis ou des caissons, à la condition que la couverture minimum pour de tels pertes ou dommages soit de \$5,000,000.00.

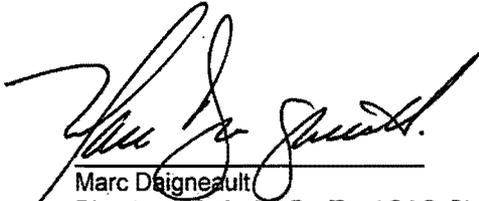
30. La police d'assurance responsabilité et/ou l'engagement seront à la satisfaction de la Corporation incluant les courtiers d'assurances licenciés au Canada.

31. Si requis, le fournisseur devra acquitter et maintenir à ses frais une police d'assurance tout risque avec le Canton à titre d'assuré additionnel pour une valeur représentant 100% du montant du contrat. Toutes les sommes payées en vertu de cette police seront reçues par la Corporation pour effectuer les travaux de remplacement, de reconstruction ou de réparation ainsi que les matériaux endommagés ou détruits conformément au certificat du chef de service ou du consultant de la municipalité. Le solde, si applicable, sera payé à l'entrepreneur lorsque les travaux seront complétés. Les travaux de remplacement, de reconstruction et de réparation seront effectués conformément aux termes et aux conditions du contrat. La police d'assurance tout risque sera conservée sous la garde de la Corporation et sera maintenue en vigueur par l'entrepreneur jusqu'à ce que les travaux soient complétés et approuvés par écrit par le chef de service du Canton.

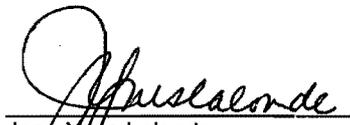
<p><b>Commencement of Work</b></p> <p>36. No work is to commence until the required documentation is received and approved by the Township.</p> <p><b>WSIB Safety Requirements</b></p> <p>37. The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Requirements of the Workplace Safety and Insurance Act as applicable to the scope of work.</p> <p><b>Claims</b></p> <p>38. The successful bidder shall deal with claims of any nature immediately including insurance claims, complaints from sub-trades, etc. If a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the appropriate Department Head, a copy of the claimant's release.</p> <p>39. The Contractor, by executing the contract, unequivocally acknowledges that he is the constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.</p> <p><b>Payments to the Contractor</b></p> <p>40. Payments to the Contractor, hold backs and their release, and certificate of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act.</p> <p><b>Publication of Certificate</b></p> <p>41. The Contractor shall allow in his bid for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven days of receipt of the said certificate in order to facilitate the hold back release under the substantial performance certificate.</p> <p><b>Permits</b></p> <p>42. Successful bidders shall be responsible for all permits;</p>	<p><b>Début des travaux</b></p> <p>32. Aucun travail ne pourra débuter d'ici à ce que les documents requis soient reçus et approuvés par le Canton.</p> <p><b>Exigences pour la sécurité CSPACAT</b></p> <p>33. L'entrepreneur doit fournir et maintenir les articles et les équipements de premiers soins requis en vertu du règlement sur les exigences des premiers soins de la Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail applicable à l'ampleur des travaux.</p> <p><b>Réclamations</b></p> <p>34. Le fournisseur devra traiter toutes les réclamations sans délai incluant les réclamations d'assurance, les plaintes des sous-entrepreneurs, etc. Si une réclamation est traitée à la satisfaction du requérant, le fournisseur devra soumettre une copie de la décharge du requérant au chef de service.</p> <p>35. Le fournisseur, en remplissant les termes du contrat, reconnaît de façon sans équivoque qu'il est le constructeur au sens de la Loi sur la santé et la sécurité au travail et ses amendements.</p> <p><b>Paiements au fournisseur</b></p> <p>36. Les paiements au fournisseur, les retenues et leur libération, les certificats d'exécution substantielle et de parachèvement des travaux du contrat seront conformes avec les dispositions de la Loi sur le privilège dans l'industrie de la construction.</p> <p><b>Publication du certificat</b></p> <p>37. Le fournisseur aura, dans son prix, alloué pour la publication d'une copie du certificat d'exécution substantielle du contrat dans le Daily Commercial News dans un délai de sept jours de la date de réception du certificat afin de faciliter la libération des retenues.</p> <p><b>Permis</b></p> <p>38. Le fournisseur retenu sera responsable d'obtenir tous les permis requis.</p>
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<b>Completion of Works</b>	<b>Parachèvement des travaux</b>
43. The contract must be completed by the time specified in the bid submission or as agreed upon in the contract.	39. Le contrat doit être complété dans les délais spécifiés dans la soumission ou à une date convenue dans le contrat.

Adopted by resolution of Council / Adopté par résolution du Conseil : le 20<sup>ième</sup> jour du mois de mai 2014



Marc Daigneault  
Directeur général – Greffier / CAO-Clerk



Jean-Yves Lalonde  
Maire / Mayor

Mise à jour :

**DÉCLARATION DU FOURNISSEUR – STATEMENT BY BIDDER**

**CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET**

**STATEMENT BY BIDDER**

BID DOCUMENT NAME:

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.
4. I/We certify that neither the Bidder nor any proposed sub-contractor is a person who is resident in a Designated Jurisdiction in accordance with the contract.

Dated at the Corporation of the Township of Alfred and Plantagenet  
this \_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
(name in detached letters)

\_\_\_\_\_  
(name in detached letters)

\_\_\_\_\_  
(title of authorized person)

**BID BOND - DÉPÔT DE SOUMISSION**

**CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET**

**CONTRACTOR:**

**SURETY:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Legal status: \_\_\_\_\_

Legal status: \_\_\_\_\_

Address: \_\_\_\_\_  
(Principal place of business)

Address: \_\_\_\_\_  
(Principal place of business)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

Name: Corporation of the Township of Alfred and Plantagenet

Legal status: Lower Tier Municipality

Address: 205 Old Highway 17  
P.O. Box 350  
Plantagenet, Ontario  
K0B 1L0

**BOND AMOUNT: \$10,000.00 (cdn)**

**PROJECT: (Name)**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another

party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal (Contractor)

Seal:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

Seal:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

**Note:**

A Bid Bond is a bond which provides financial assurance that the bid has been submitted in good faith, that the contractor will enter into a contract at the amount bid, and will provide the appropriate performance and payment bonds. These bonds are used by owner (project owners) to pre-qualify contractors submitting proposals.

GARANTIE DE PERFORMANCE – PERFORMANCE BOND

CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET

CONTRACTOR:

SURETY:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Legal status: \_\_\_\_\_

Legal status: \_\_\_\_\_

Address: \_\_\_\_\_  
(Principal place of business)

Address: \_\_\_\_\_  
(Principal place of business)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OWNER:

Name: Corporation of the Township of Alfred and Plantagenet

Legal status: Municipality

Address: 205 Old Highway 17  
P.O. Box 350  
Plantagenet, Ontario  
K0B 1L0

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_  
(day) (month) (year)

Amount: \$ \_\_\_\_\_

Description: \_\_\_\_\_  
(Name and location)

BOND: \$ \_\_\_\_\_

Date: \_\_\_\_\_  
(Not earlier than Construction Contract Date)  
(day) (month) (year)

Amount: \$ \_\_\_\_\_

Modifications to this Bond: \_\_\_\_\_ None \_\_\_\_\_ See Section 16

**CONTRACTOR  
AS PRINCIPAL** \_\_\_\_\_  
Company: (Corporate Seal)

**SURETY** \_\_\_\_\_  
Company: (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Any additional signatures appear on the last page of this Performance Bond.)

**OWNER'S REPRESENTATIVE:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

(Chief Administrative Officer – Clerk or Deputy Clerk, Treasurer or Deputy Treasurer and Department Head.)

**SECTION**

1. Definitions

- a) Balance of the Contract Price: means the total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- b) Construction Contract: means the agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

- c) **Contractor Default:** means the failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - d) **Owner Default:** means the failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - e) **Contract Documents:** means all the documents that comprise the agreement between the Owner and Contractor.
2. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
  3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 4.
  4. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
    - a) the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this subsection shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    - b) the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    - c) the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
  5. Failure on the part of the Owner to comply with the notice requirement in Section 4.a) shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
  6. When the Owner has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
    - a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

- b) Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - c) Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - d) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - i. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - ii. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
7. If the Surety does not proceed as provided in Section 6 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 6.d), and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
8. If the Surety elects to act under Section 6.a), 6.b) or 6.c), then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for:
- a) the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 6; and
  - c) liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
9. If the Surety elects to act under Section 6.a), 6.c) or 6.d), the Surety's liability is limited to the amount of this Bond.

10. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR:**

**SURETY:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Legal status: \_\_\_\_\_

Legal status: \_\_\_\_\_

**Note:**

A performance bond guarantees performance of the terms of a contract. These bonds frequently incorporate payment bonds (labor and materials) and maintenance bonds. Bonding ultimately aims to protect the project owner from financial loss should the contractor fail to perform the contract in accordance with its terms and conditions.

GARANTIE DE PAIEMENT – PAYMENT BOND

CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET

CONTRACTOR:

SURETY:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Legal status: \_\_\_\_\_

Legal status: \_\_\_\_\_

Address: \_\_\_\_\_  
(Principal place of business)

Address: \_\_\_\_\_  
(Principal place of business)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OWNER:

Name: Corporation of the Township of Alfred and Plantagenet

Legal status: Municipality

Address: 205 Old Highway 17  
P.O. Box 350  
Plantagenet, Ontario  
K0B 1L0

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_  
(day) (month) (year)

Amount: \$ \_\_\_\_\_

Description: \_\_\_\_\_  
(Name and location)

BOND: \$ \_\_\_\_\_

Date: \_\_\_\_\_  
(Not earlier than Construction Contract Date)  
(day) (month) (year)

Amount: \$ \_\_\_\_\_

Modifications to this Bond: \_\_\_\_\_ None

\_\_\_\_\_ See Section 16

**CONTRACTOR  
AS PRINCIPAL** \_\_\_\_\_

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

**SURETY** \_\_\_\_\_

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

(Any additional signatures appear on the last page of this Payment Bond)

## SECTION

### 1. Definitions

- a) **Claim:** means a written statement by the Claimant including at a minimum:
- the name of the Claimant;
  - the name of the person or company for whom the labor was done, or materials or equipment furnished;
  - a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
  - a brief description of the labor, materials or equipment furnished;
  - the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
  - the total amount of previous payments received by the Claimant; and
  - the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- b) **Claimant:** means an individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under the Construction Lien Act, R.S.O. 1990, Chapter C. 30, against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a lien may be asserted under the Construction Lien Act, R.S.O. 1990, Chapter C. 30, where the labor, materials or equipment were furnished.

- c) **Construction Contract:** means the agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - d) **Owner Default:** means the failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - e) **Contract Documents:** means all the documents that comprise the agreement between the Owner and Contractor.
2. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
  3. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
  4. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described hereto) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
  5. When the Owner has satisfied the conditions in Section 4, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
  6. The Surety's obligations to a Claimant under this Bond shall arise after the following:
    - a) Claimants, who do not have a direct contract with the Contractor:
      - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim, and
      - have sent a Claim to the Surety (at the address described hereto).
    - b) Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described hereto).

7. If a notice of non-payment required by Section 6.a) is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 6.1.
8. When a Claimant has satisfied the conditions of Section 6.a) or 6.b), whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - b) Pay or arrange for payment of any undisputed amounts;
  - c) The Surety's failure to discharge its obligations under Section 8.a) or Section 8.b) should not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 8.a) or 8.b), the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
9. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 8.c) and the amount of this Bond shall be credited for any payment made in good faith by the Surety.
10. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
11. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
12. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
13. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date on which the Claimant sent a Claim to the Surety pursuant to Section 6.a) or 6.b) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever first occur. If the provisions of this

paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense shall be applicable.

14. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown hereto. Actual receipt of notice or Claim, however accomplished, shall be sufficient compliance as of the date received.
15. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
16. Upon request by any persons or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
17. If this Bond is issued for an agreement between the Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR:**

**SURETY:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Legal status: \_\_\_\_\_

Legal status: \_\_\_\_\_

**Note:**

A payment bond covers payment of subcontractors, laborers, and materials suppliers associated with the project. Payment bonds are issued for the protection of those supplying labor or materials to a particular bonded project.

**ENTENTE CONTRACTUELLE – CONTRACT AGREEMENT**

**CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET**

**(PROJECT NAME)**

**PROJECT – AP-2014-\_\_**

THIS AGREEMENT made in triplicate this \_\_day of \_\_\_\_\_ in the year 2014.

**BETWEEN:**

(Hereinafter called the “Contractor”) of the first part.

and

The Corporation of the Township of Alfred and Plantagenet

(Hereinafter called the “Owner”) of the second part.

WITNESSETH that the Contractor and the Owner, for the considerations hereinafter indicated, undertake and agree as follows:

**ARTICLE I**

a) This contract is for miscellaneous rehabilitative work in accordance with details set out more specifically hereafter and as shown on the accompanying contract plans.

b) The following documents, which have been signed or initialed in triplicate for identification by both parties, are to be read herewith and form part of this present agreement for each Contract as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein:

1. This Agreement
2. Information for Tenderers
3. Form of Tender
4. General Conditions of Contract (including Supplementary General Conditions)
5. Special Provisions
6. Addendum No. \_\_\_ to No. \_\_\_
7. Ontario Provincial Standard Specifications and Drawings
8. Ontario Traffic Manual – Book 7, Temporary Conditions
9. Contract Plans

## **ARTICLE II**

The Contractor undertakes and agrees as follows:

- a) To provide, at his own expense, all and every kind of labour, machinery, plant, structures, roadways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out elsewhere in this Contract and shall forthwith according to the instructions of the Engineer commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.
- b) To grant the Owner the right to use completed portions of all Contract construction prior to completion of the Contract without any addition compensation.

## **ARTICLE III**

The Owner undertakes and agrees as follows:

1. To pay the Contractor in lawful money of Canada for the performance of the work of each Contract (subject to additions and deductions as provided in the General Conditions of the Contract) at the unit prices set out in the schedule of unit prices, as described in the Form of Tender, annexed to this Agreement. It is estimated (without limiting the foregoing) that the aggregate payable under this Agreement will be in the amount of \$ Dollars (Including GST) based on the unit prices bid and applied to the measurements of the work.
2. To make payments on account thereof upon the certificate of the Engineer (when the Engineer is satisfied that payments due to Subcontractors have been made) as follows: On the 25<sup>th</sup> day of each calendar month, the Contractor shall prepare and deliver to the Engineer, for checking, a written estimate of the value of the labour and material incorporated in the work of the Contract up to the 25<sup>th</sup> day of that month. The Engineer shall, by the first day of the following month, issue in favour of the Contractor a certificate for ninety percent (90%) of the value of labour and materials incorporated in the work up to the first day of that month as estimated by the Contractor and approved by the Engineer, less the aggregate of previous

payments. Within thirty (30) days after delivery by the Engineer to the Owner of each approved certificate, the Owner shall pay to the Contractor the amount of the monies owing.(ii) Payment by the Owner of the ten percent (10%) holdback shall be in accordance with the Construction Lien Act, and the provision of the following:

1. Maintenance Bond as described in the Information for Tenderers.
2. A satisfactory certificate of clearance from the Workplace Safety Insurance Board.

A statutory declaration completed by a signing officer of the company (Contractor) in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his Subcontractors in carrying out the Contract have been paid and that there are no liens, garnishes, attachments of claims relating to the work.

Copy of the Publication of the Substantial Performance Certificate in the Daily Commercial News.

Completed Form 5 of the Construction Lien Act 1983.

#### **ARTICLE IV**

In the event that the Tender provides for and contains a contingency allowance, it is understood and agreed that such contingency allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only the extent of such extra or additional work as approved in writing by the Owner.

#### **ARTICLE V**

No implied Contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

#### **ARTICLE VI**

The Contractor declares that in tendering for the works and in entering into this Contract, he has either investigated for himself the character of the work and all local conditions that might affect his Tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by

any methods whatsoever by the Owner or Engineer, being aware that any information from such sources was not in any manner warranted or guaranteed by the Owner.

#### **ARTICLE VII**

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the Contract documents as listed in Article 1 herein.

#### **ARTICLE VIII**

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this agreement on or before **(Date)**.

The Contractor agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Contractor on any account whatsoever.

#### **ARTICLE IX**

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement, such notice will be effectively given if sent by registered mail:

To the Contractor at:

To the Owner at:

Corporation of the Township of Alfred and Plantagenet  
205 Old Highway 17  
P.O. Box 350  
Plantagenet, Ontario  
K0B 1L0

And to the Engineer at:

and will be considered as having been so given at the time of the deposit hereof in the post office.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

)

)

)

)

) (SEAL) (Contractor)

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) (SEAL) (Marc Daigneault, CAO-Clerk)

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)

) (SEAL) (Jean-Yves Lalond, Mayor)

# CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET

## By-law Number 2014-43

Being a By-law to establish a procurement and tendering policy.

Reference: Part VI, Section 271 of the *Municipal Act, 2001*

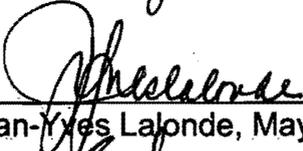
**WHEREAS**, under the *Municipal Act, 2001*, the Council of a municipality shall adopt a policy with respect to its procurement of goods and services;

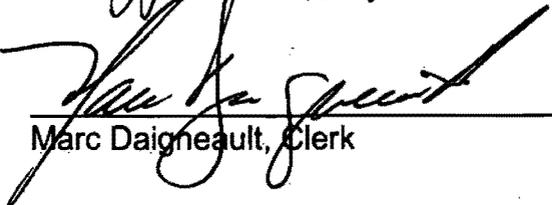
**AND WHEREAS** the Council of the Corporation of the Township of Alfred and Plantagenet is desirous of providing a defined basis for matters relating to the procurement and tendering process;

**NOW THEREFORE** it is enacted as follows:

1. **THAT** the "Procurement and Tendering Policy" as attached hereto be adopted.
2. **THAT** this By-law shall come into force and take effect upon adoption, thereby repealing By-law Number 2004-90.

**READ A FIRST, SECOND AND THIRD TIME** and duly passed in open council this <sup>20<sup>th</sup></sup> ~~22<sup>nd</sup>~~ day of ~~April~~, 2014.

  
\_\_\_\_\_  
Jean-Yves Lalonde, Mayor

  
\_\_\_\_\_  
Marc Daigneault, Clerk