



CORPORATION OF THE CITY OF BRANTFORD

REQUEST FOR TENDERS DOCUMENT

**CONTRACTOR REQUIRED FOR CLADDING RENOVATION
OF TRANSIT SERVICE CENTRE**

Reference RFT 12-03

Closes: 2:00 p.m. Local Time, Thursday, January 19, 2012

**Purchasing Division
Tender security Box
1 Market Square
Lower Level, Suite 120
Brantford, ON N3T 6C8**

RFT DOCUMENTS

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REQUEST FOR TENDERS NOTICE

REFERENCE RFT 12-03

CONTRACTOR REQUIRED FOR CLADDING RENOVATION OF TRANSIT SERVICE CENTRE

Sealed Tenders in a clearly marked envelope are to be delivered to the TENDER BOX, Purchasing Division, located at 1 Market Square, Lower Level, Suite 120, Brantford, ON, N3T 6C8, on or before 2:00 p.m. Local Time on **Thursday, January 19, 2012.**

The City of Brantford invites Tenders from contractors for cladding renovation of Transit Service Centre.

SCOPE OF WORK:

The Scope of Work will include, but not be limited to:

- (a) Existing painted stucco on insulated concrete block cavity wall to be covered with prefinished vertical steel cladding completed with sub-girts and prefinished metal flashings.
- (b) Supply and install galvanized steel horizontal sub-girts to existing masonry wall using Tapcon masonry screws. Sub-girts to be No. H-75 by VICWEST or approved alternative. See (attached Supplier's Specifications Reference Sheets).
- (c) Supply and install prefinished vertical steel cladding to sub-girts using coloured hex-head self-drilling, 1" long screws at 10" o/c (see attached Supplier's Specifications Reference Sheets). Cladding to be by VICWEST "Super Vic" or approved alternative (30" wide) complete with applicable outside and inside corner trims, jamb trims, closure flashings and drop flashings at the top and bottom of cladding. Existing prefinished steel cap flashings to remain. Refer to attached drawings 9768-A1, 9768-A2, and the (attached Supplier's Specifications Reference Sheets).
- (d) Cladding to be finished with "WeatherX" coating by VICWEST or approved alternative. **Stock colour to be chosen by the Owner prior to install.** Refer to the (attached Supplier's fact sheet for prefinished coating information).
- (e) Follow selected and approved manufacturer's most recent written specifications of steel metal wall cladding installation.
- (f) The Contractor shall take note of any obstructions, protrusions, objects that limit the installation of the metal cladding prior to installation; including but not limited to: exterior ducting, fire alarms, security cameras, and light fixtures. Where not feasible to relocate or temporarily remove (i.e. Plumbing stacks or exterior stairs), where required, the Owner will use the Cash Allowance to facilitate the installation of the cladding.

Repair any damage to property caused by hoisting equipment including asphalt, gravel, grass, utilities and building exterior. Remove all debris and screws from site.

SITE MEETINGS:

There is a site meeting scheduled for **11:00 a.m. sharp on Monday, January 9, 2012.** Bidders should arrive at the Transit Service Centre, located at 400 Grand River Avenue, Brantford, Ontario, prior to this time for attendance. All interested parties should attend the meeting and familiarize themselves with the working conditions. *Bidders should visit the site, determine conditions, installation limitations, requirements for protection of adjacent areas, verify dimensions and base their bid on measurements taken on site, as drawings provided may be inaccurate or not scaled.*

Regardless of attendance, all Bidders are expected to understand the Specifications and the site conditions, and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their Tender.

No question will be answered during the tour. Any questions that arise must be submitted in writing as per the Communications Notice of the RFT document. The City of Brantford will not be responsible for any verbal information supplied at the site, and will only consider questions and written responses by Addenda/Addendum to form part of this RFT.

Each Tender Submission must be accompanied by a Tender Security in the form of a bid bond, bank draft, certified cheque, money order or an irrevocable letter of credit in the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)** made payable to the Corporation of the City of Brantford.

Contract Security will be required to be provided by the Successful Bidder before a Contract will be awarded. An irrevocable letter of credit will not be considered acceptable in lieu of a labour and material payment bond for this Project.

Request for Tender documents is available from the Purchasing Division, Finance Department, the City of Brantford, 1 Market Square, Lower Level, Suite 120, Brantford, ON between the hours of 8:30 a.m. and 4:30 p.m. weekdays. . ***The cost for the Request for Tender documents is \$43.05 (including HST), payable in cash, debit, credit card, or cheque made payable to the Corporation of the City of Brantford. This fee is non-refundable.*** If unable to visit the Purchasing Division office in person to obtain documents, Bidders may request to have the RFT forwarded by email. Bidders are to send their requests, along with their complete contact information (including name of company, contact name, address, phone, fax, email address and method of payment) to: **purchasing@brantford.ca**.

Bidders shall be solely responsible for obtaining the RFT documents and for the delivery of their Tender Submission in the manner and time described in the RFT. Fax or electronic submissions will NOT be accepted. The City of Brantford is not liable for any costs associated with the preparation of the Tender Submission, or for any other cost incurred by any Bidder prior to execution of the Contract.

The City of Brantford is NOT obligated to accept the lowest or any Tender.

Solomon Wedderburn, C.P.P./CSCMP
Buyer
Purchasing Division – Finance Department
Email: swedderburn@brantford.ca

COMMUNICATIONS NOTICE

All requests for information, instructions or clarifications regarding this Request for Tenders (RFT) must be set out in writing and directed to:

Solomon Wedderburn, C.P.P./CSCMP
Buyer
Purchasing Division – Finance Department
City of Brantford
1 Market Square, Lower Level, Suite 120
Brantford, ON N3T 6C8

Tel: (519) 759-4222, ext 4236
Fax: (519) 752-7862
Email: swedderburn@brantford.ca

DEADLINE FOR QUESTIONS:

All questions relating to this Request for Tenders, or any clarification with respect to this RFT document, must be made in writing no later than 4:30 p.m. on Wednesday, January 11, 2012. The City cannot guarantee a response after this date.

An Addendum, if required, will be issued on or before Friday, January 13, 2012.

It shall be the sole responsibility of Bidders to check for any and all Addenda or notices that have been issued for this RFT on the City's Website and to ensure that its Tender accounts for same.

Addenda will be posted on The City of Brantford's Website:

<http://www.brantford.ca/business/TendersBidsAndPurchasing/Pages/CurrentBidOpportunities.aspx>.

Or,

The City of Brantford's Website - under Business, click on Current Bid Opportunities; Click on RFT 12-03.

The City reserves the right to extend these timelines if required.

CORPORATION OF THE CITY OF BRANTFORD

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

Notice to Prospective Bidders: These Instructions define your obligations and limit your rights. Please read carefully.

1. DEFINITIONS

- (1) Capitalized words and phrases used in this Request for Tenders (“RFT”) shall have the following meanings, unless expressly stated otherwise.
- (a) “Addendum” means a written Addendum issued under this Request for Tenders.
 - (b) “Bidder” means any Person submitting a Tender in response to this Request for Tenders.
 - (c) “Business Day” means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed.
 - (d) “City” or “Owner” means the City of Brantford, and where an authority or discretion is conferred upon the City under the Contract Documents, means the appropriate official of the City as designated or appointed under its governing by-laws, resolutions or policies from time to time.
 - (e) “Closing Time” means the deadline by which to submit Tenders for this RFT as set out in the RFT Notice, and as may be amended by Addendum or other written notice of the City.
 - (f) “Contract” means the Contract to perform the Work, including the supply of all labour, material, services, implements, equipment and incidentals necessary for proper and satisfactory execution of the Work and the fulfillment of all other Contractual obligations and undertakings, all in accordance with Contract Documents.
 - (g) “Contract Documents” means all of the following documents, and in the event of a conflict between them, each shall enjoy priority against the others (subject to any express term or condition to the contrary) in accordance with the following successive order:
 - (i) a Change Order or Change Directive;
 - (ii) the executed Contract;
 - (iii) any Addendum;
 - (iv) any Special Provisions;
 - (v) the Specifications;
 - (vi) the Drawings;

- (vii) the Supplier's Specifications Reference Sheets
 - (viii) Instructions to Bidders;
 - (ix) Form of Tender
 - (x) the General Conditions;
 - (xi) RFT Notice; and
 - (xii) Successful Bidder's Tender, as accepted by the City
- (h) "Contract Price" means the fully inclusive, all-in Contract Price, constituting the sum of all costs quoted by a Bidder in its Tender with respect to the Project,
- (i) including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs, and all applicable taxes relating to the foregoing; but
 - (ii) excluding any HST applicable.
- (i) "Contractor" means the person undertaking the execution of the Work under the term of the Contract, and pending execution of the Contract includes a Successful Bidder, within the meaning of the Instructions to Bidders.
- (j) "Default" means any act or event of default as contemplated in the RFT documents; and without restricting or limiting the rights and privileges of the City to any broader interpretation, any default of or in respect of a term, covenant, warranty, condition or provision of the Contract, or a liability caused, by an officer, director, partner, employee, Sub-Contractor or agent (or an officer, director, partner or employee of a Sub-Contractor or agent) of the Successful Bidder shall constitute a default by the Successful Bidder;
- (k) "Form of Tender" means the Form of Tender relating to the Project, as the case may be, and for the sake of greater certainty includes the Form of Tender and, if any, Form of Tender Pricing Schedules, References for Award Schedule, Key Personnel, List of Sub-contractors Schedule and Changes to Work.
- (l) "Goods and Products" means any item of tangible personal property, or computer software, required to be installed, supplied or consumed in order to complete the Project.
- (m) "Project" means the Project as contemplated in the RFT, and includes
- (i) any alteration, addition or repair to, or
 - (ii) any design, construction, erection or installation on, any land, building structure or works affixed to land, or an appurtenance to any of them; or
 - (iii) the demolition or removal of any building, structure or works or part thereof, and

- (iv) all supplies of goods or services necessary or incidental to anything described in clauses (i), (ii) or (iii).
- (n) “Project Manager” means the person designated by the City to manage the delivery of performance of the Services to which the RFT relates, or to oversee the Project and/or the City’s obligations under the Contract and when there is no such designate appointed by the City, the City shall be the Project Manager;
- (o) “Request for Tenders” (“RFT”) means the Request for Tenders to which these Instructions relates, and any renewal or substitute for that request for RFT.
- (p) “Request for Tenders Notice” (“RFT Notice”) means the public notification of the RFT relating to the Project or Works.
- (q) “Services” means a service of any description required in order to complete the Project, whether commercial, industrial, trade, or otherwise, and includes all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in goods.
- (r) “Specifications” means all written or printed descriptions or instructions pertaining to the method and the manner of performing the Work, to the Scope of Work and to the quality of materials to be furnished under the Contract.
- (s) “Sub-Contractor or Sub-Trade” is a person or entity having a direct Contract with the Successful Bidder to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of the City;
- (t) “Successful Bidder and Contractor are synonymous” means the Bidder whose Tender is selected by the City for the award of the Contract in respect of a Project.
- (u) “Taxes” means applicable taxes, duties, levies and like payables required by any taxing, excise or customs authority and all other charges, including but not limited to Provincial Sales Tax, Harmonized Tax or other applicable sales or value added taxes, customs or excise taxes or duties, including a levy or duty imposed as a Special Import Measure to which any work or supply of services or materials may be subject;
- (v) “Tender” means a Tender Submission made by a Bidder in response to the RFT.
- (w) “Work” or “Works” means the whole of the works, materials, matters and things, required to be done or supplied, mentioned or referred to in performing or executing the Project in full in accordance with the requirements set out in the Contract Documents.

2. INTERPRETATION

- (1) In this Request for Tenders and in all other Contract Documents,
 - (a) a word importing the masculine, feminine or neuter gender only includes members of the other genders;

- (b) a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
 - (c) the provisions shall be read with such changes of number or corporate status as the context may require;
 - (d) a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution thereof or amendment thereof;
 - (e) all accounting terms have the same meaning as are applied to those terms by the Canadian Institute of Chartered Accountants;
 - (f) any reference to an officer of the City shall be construed to mean the person holding that office from time to time, and also the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person.
- (2) The words 'approval', 'directed', 'required', 'considered necessary', 'authorized', 'acceptable', or 'satisfactory' or words of like import, shall mean approval or directed, required, considered necessary, or authorized by and acceptable or satisfactory to the City.
 - (3) Except where otherwise defined, all terms that are defined in the *Construction Lien Act* shall have the same meaning in the Contract Documents as in that Act.

3. SUBMISSION OF TENDERS

- (1) Every Tender shall be typewritten, printed or in legible writing (in ink) and be signed by the Bidder or its authorized representative. Tenders submitted by fax, e-mail or other telegraphic means shall not be accepted.
- (2) The City will only accept a Tender, which contains original documents with authorized signatures as part of its Tender, unless expressly stated otherwise in this RFT.
- (3) Tenders must be submitted in a sealed envelope or package and be appropriately marked with the Contract number and the title of the RFT, and addressed and delivered to the Bid Deposit Box – Purchasing Division, 1 Market Square, Suite 120, Lower Level, Brantford, Ontario, N3T 6C8. They will be received (only at that Office) up to and including the Closing Time specified in the RFT Notice or as may be otherwise provided by Addendum.
- (4) Time is of the essence with respect to the deposit of Tenders. It is the sole responsibility of each Bidder to ensure that its Tender is delivered to the correct address no later than the Closing Time for the RFT.
- (5) An unsealed Tender may not be considered for the award of the Contract, but the City shall not be under any obligation to return an unsealed Tender to the Bidder, nor to notify the Bidder that the envelope was not sealed.
- (6) It is the exclusive responsibility of each Bidder to submit a complete Tender in accordance with these Instructions, the General Conditions, Special Provisions, the Form of Tender, the RFT Notice, the Specifications, and issued Addendum (If Any).

- (7) All documents prepared and work carried out by a Bidder in preparing its Tender, and all oral presentations to the City in connection with a Tender shall be without cost to the City, and neither the City's publication of a Request for Tenders nor the submission of a Tender shall be construed to oblige the City to award a Contract.

4. FORM OF TENDER

- (1) Every Tender shall be submitted on the City's prescribed Form of Tender, and shall,
- (a) be completed without writing, printing or typing words between the typed lines, alteration or erasure of, or with respect to,
 - (i) any of the pre-printed text provided by the City; or
 - (ii) information included on the Form of Tender by the Bidder, unless the effect thereof is clear and unambiguous to the City as is the assent of the Bidder (e.g. by initialling by the authorized representative);
 - (iii) include all material, services, incidentals and labour required to fully complete the Services or Work as contemplated in this RFT; and
 - (b) **bear the original signature of the Bidder** (or, in the case of a Tender submitted by a corporation, an authorized signing officer of the corporation), inscribed in the space provided.
- (2) All blank spaces provided on the Form of Tender shall be filled in including alternative, separate, or unit Prices. (if any)
- (3) All prices bid, including any unit Prices, shall be in stated in Canadian funds.

5. CONFIDENTIALITY

- (1) The City shall make every effort to safeguard the confidentiality of each Tender and material submitted in connection with a Tender.
- (2) For the purposes of Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), Bidders may mark as confidential any scientific, proprietary or similar confidential information contained in their Tender Submission, the disclosure of which could cause them injury, except the Contract Price and their name. Complete Tenders are not to be identified as confidential. The City will use its best efforts not to disclose any information so marked but shall not be liable in any manner to a Bidder or any other person where information is disclosed by virtue of an order of the Privacy Commissioner, a court of competent jurisdiction or otherwise as required by law.

6. VARIATION IN TENDER PRICES

- (1) No variation in Tender price(s) shall be permitted after the Closing Time for the RFT except,
- (a) where there is a variation due solely to an increase or decrease in the rate of applicable taxes beyond the control of the Bidder, occurring after the Closing Time, in which case the variation shall alter the price of the Tender only to the extent of the tax increase or decrease;

- (b) where the City exercises its discretion to correct a patent computational or other mathematical error evident on the face of the Tender.
- (2) In the event that a tax increase or decrease occurs after the submission of its Tender, the Bidder must prove to the satisfaction of the City of Brantford that the Bidder will not benefit in any way by reason of the increase.
- (3) Where Bidders are instructed to price the Goods and Services on a unit or component basis, the City shall consider only the unit price per unit or component for the respective Goods and Services to be supplied or items of work or services to be performed, but the City may at its discretion correct obvious mathematical errors on the part of the Bidder in computing the:
 - (a) total prices derived from estimated quantities and their related unit prices;
 - (b) the subtotals derived from the total prices;
 - (c) the Contract Price derived from the total prices and subtotals; and
 - (d) any combination of the foregoing.

7. CONFLICT OF INTEREST

- (1) The City may reject any Tender submitted, or cancel any Contract awarded, in contravention of this section.
- (2) Prior to the award of the Contract, no Bidder shall contact any elected official of the City or member of City staff with respect to its Tender, the RFT or the proposed Contract, except the buyer or other person designated for that purpose in the RFT.
- (3) Except with the prior express written consent of the City,
 - (a) No Bidder shall act on behalf of the City with respect to any matter, issue or in connection with any property in which the Bidder or any director, officer, employee or Sub-Contractor of the Bidder has a direct or indirect pecuniary interest, including any contingent interest;
 - (b) Before submitting any Tender to act on behalf of the City, the Bidder shall exercise reasonable due diligence to confirm that there is no conflict of interest within the contemplation of this section.
- (4) Each Bidder shall not act in any case where there may be any conflict of interest between it (or any of its directors, officers, employees or Sub-Contractors) and the City, and each Bidder shall notify the City, in writing, immediately of any potential conflict of interest that may arise prior to the award of the Contract and fully disclose any details thereof.

8. WITHDRAWAL OF TENDERS BY BIDDER

- (1) Withdrawal of a sealed Tender after its submission to the Purchasing Division is permitted only prior to the Closing Time of the RFT.
- (2) A Bidder may withdraw a Tender at any time prior to the Closing Time for the RFT, by delivering a request to that effect to the address specified for the deposit of Tenders.

- (3) A withdrawal request shall be in writing on company letterhead, signed by the Bidder or authorized representative of the Bidder, and actually received by the Purchasing Division prior to the Closing Time. A faxed withdrawal may be accepted where its authenticity appears genuine, in the absolute discretion of the Purchasing Manager. Fax documents are considered to be received only when receipt is confirmed in writing (including by fax or e-mail) by the buyer designated in the RFT. It shall be the sole responsibility of the Bidder to ensure that a withdrawal is properly delivered to and received by the City.

9. INTERPRETATION, CLARIFICATION, AND ADDENDA

- (1) The City reserves the right at any time prior to the award of the Contract,

- (a) to withdraw or cancel the RFT;
- (b) to extend the time for the submission of Tenders; or
- (c) to modify these Instructions or the RFT Notice;
- (d) to change the Specifications or the Contract Documents;

by the publication of an Addendum or other notice, and the City shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder (or any other person) as a result of its so doing.

- (2) Any Addendum or other notice within the scope of subsection (1) is sufficiently served upon any prospective Bidder if posted on the City's Website or sent by email, fax, mail or courier to the Bidder at its address provided when the RFT was obtained from the City. The method of notification shall be in the absolute discretion of the City. A prospective Bidder shall be responsible for providing the City's Purchasing Division accurate contact information upon obtaining the RFT including an address for services, telephone number, facsimile number and email address (where available). It shall be the sole responsibility of Bidders to check for any and all Addenda or notices that have been issued for this RFT, posted on the City's Web site and to ensure that its Tender accounts for same.
- (3) Where an Addendum or notice within the scope of subsection (1) is published, every Tender shall be deemed conclusively to have included an appropriate allowance for the change made by the Addendum or notice in the price or prices set out in the Tender.
- (4) All Addenda issued under subsection (1) shall become part of the Contract Documents. All Addenda must be acknowledged on the Form of Tender. It is a Bidder's sole responsibility to ensure that it has accounted for all Addenda or other notices of change or alteration of the RFT in their submission and in any price proposed therein.
- (5) All communication from a Bidder to the City (including requests for information or clarification) must be directed in writing to the designated City Purchasing Division representative indicated in the RFT Notice. Should the City determine that such clarification is necessary, written answers or clarifications shall be issued in the form of an Addendum by the Purchasing Division. Only answers to issues of substance will be posted on the City's Website or sent out to all Bidders.

- (6) The City shall not be bound by any oral representation or communication whatsoever, including but not limited to any:
- (a) instruction;
 - (b) amendment or clarification of the RFT;
 - (c) information; or
 - (d) inference, advice or suggestion,
- from any person (including but not limited to an elected or appointed official, employee, agent, independent consultant or representative of the City) concerning a Bidder's submissions, the RFT, the Contract Documents, or any other matter concerning the RFT or the Project.
- (7) The City shall have no obligation to respond to any questions or other queries and the failure of the City to respond to same by the Closing Time for the RFT shall not be deemed to cause the time for the submission of Tenders to be extended nor shall the issuance of an Addendum be deemed to extend any time for the submission of Tenders unless expressly stated in the Addendum otherwise.

Where a Tender has been received by the City prior to the publication of an Addendum or notice within the contemplation of subsection (1), the Bidder may withdraw any previously submitted Tender and submit a revised Tender provided the Bidder does so prior to the Closing Time. In the event that a Tender submitted prior to the issuance of an Addendum or other notice of change of the RFT terms has not been withdrawn by the Bidder prior to the Closing Time, such Tender shall be binding on the Bidder without prejudice to the rights of the City.

10. TENDERS OPEN FOR ACCEPTANCE & IRREVOCABLE, ETC.

- (1) Tenders shall not be opened until after the Closing Time specified for the RFT, and so far as practicable, all Tenders shall be opened at one time.
- (2) Unless otherwise provided in the terms and conditions governing a specific RFT, a Tender shall be irrevocable for a period of **sixty (60) calendar days** following the Closing Time for the RFT.
- (3) Where a Contract in respect of the Project is awarded to a Bidder, unless stated otherwise, the Contract shall be executed on the City's standard form Construction Contract, (subject to such modifications as may be approved by the City's Legal Services Division), within 10 Business Days of the date on which the Successful Bidder is notified of the intent to accept its Tender. The City shall notify the Successful Bidder as soon as practicable with the intent to accept its Tender. The Contract shall be deemed to arise upon the signing of the Construction Contract by all parties herein.

11. TENDER SECURITY, ASSURANCE TO BOND AND CONTRACT SECURITY

- (1) Each Bidder shall submit with its Tender:

- (a) a Tender security in the form of a bid bond, bank draft, certified cheque, money order or an irrevocable letter of credit in the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)**.
 - (b) an assurance to bond in the form of either:
 - (i) an agreement to bond from a bonding company agreeing to execute a Performance Bond in the amount of fifty percent (50%) of the Contract Price and a Labour and Material Payment Bond in the amount of fifty percent (50%) of the Contract Price; or
 - (ii) a letter from the Bidder's bank (Canadian financial institution) stating that the bank will issue an unconditional irrevocable letter of credit as performance security in the amount of fifty percent (50%) of the Contract Price and a Contract to bond from a bonding company agreeing to execute a Labour and Material Payment Bond in the amount of fifty percent (50%) of the Contract Price,
 - (c) if the Bidder is awarded the Contract.
- (2) The Tender security shall include such terms, and be in a form and provided by an issuer, satisfactory to the City in its reasonable discretion.
 - (3) The term of the Tender security shall be for a minimum period of thirty (30) days after the closing date set for the RFT. Any bid security submitted with less than the sixty (60) day term shall be rejected.
 - (4) A Tender submitted without the required Tender security shall be rejected.
 - (5) Contract security will be required to be submitted by the Successful Bidder before execution of the Contract. Performance Security in the sum of fifty percent (50%) of the Contract Price is required, and may take the form of either a performance bond, or, an unconditional, irrevocable letter of credit from the Bidder's bank. Labour and Materials Payment Security in the sum of fifty percent (50%) of the Contract Price is required in the form of a labour and material payment bond. **Note - an irrevocable letter of credit will not be considered acceptable in lieu of a labour and material payment bond for this Project.**
 - (6) The Successful Bidder shall furnish the Contract security to the City, prior to the execution of the Contract, within five (5) Business Days of being notified that its Tender has been accepted.
 - (7) In the event of default or failure of the Successful Bidder to execute the Construction Contract as prescribed, or to deliver the security and other required submittals under the Contract Documents, the City shall declare the Tender security forfeited and the Bidder will be held responsible for any increased costs or damages incurred by the City.
 - (8) Each Bidder that submits a Tender will be deemed to have acknowledged and agreed that the amount of the Tender security required with respect to a Tender constitutes a genuine pre-estimation on the part of the City of the damages that will be suffered by the City as a result of a failure or refusal on the part of the Bidder to provide such performance or other security as may be contemplated in the Contract Documents, or enter into a Construction Contract, as the case may be, but the amount payable under

that Tender security shall not prevent the City from recovering the excess of its provable damages over and above the amount of that Tender security, whether by way of any legal proceeding or otherwise.

- (9) Where a Contract is not offered to a Bidder, any Tender security may be returned to the Bidder, upon the expiration of the time allowed for the acceptance of its Tender.

12. EXPERTISE AND EXPERIENCE

- (1) Bidders submitting Tenders and all the Subcontractors they propose to use on or in connection with the Work to be completed under the Contract shall be actively engaged and thoroughly experienced in the lines of Work required by the Contract and shall be able to refer to previous work of a similar nature satisfactorily performed by them. Where applicable, the Successful Bidder must be licensed to practice in the area in which the Work under the Contract is to be completed, by the applicable professional body.
- (2) The City reserves the right to reject any bid unless the Bidder is known to be skilled and regularly engaged in work of a character similar to that covered by the Specifications. The City also reserves the right to reject a Bid submitted by a Bidder who has defaulted on or failed to satisfactorily complete other similar work in the past. In order to aid the City in evaluating submissions, it may be necessary for each Bidder to supply the City with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background, a list of equipment to be used, or evidence of appropriate licenses.

13. NOMINATION OF SUBCONTRACTORS

- (1) Where required in the Form of Tender, the Bidder shall indicate the names and addresses of all nominated Sub-Contractors that it proposes to use on this Project.
- (2) The City reserves the right to reject any Sub-Contractor so nominated.
- (3) No change shall be made to the list of nominated Sub-Contractors after the Closing Time of the RFT, unless written approval of the City is first obtained.

14. TAXES

- (1) All prices shall be quoted exclusive of Harmonized Sales Tax imposed under the laws of Canada applicable therein, and the City may adjust any price quoted contrary to this requirement.
- (2) Bidders shall expressly disclose any other applicable sales, customs or excise tax or duty, including a levy or duty imposed as a Special Import Measure to which any Work or supply of services or materials may be subject that is outside the scope of subsection (2).

15. RESPONSIBILITIES OF BIDDER REGARDING THE PROJECT

- (1) Bidders are required to carefully examine all technical information or details forming part of the RFT or any Addenda thereto as provided by the City. Any estimates, documents and information provided by the City shall be deemed to have been

provided only as a guide for potential Bidders. The City shall not be taken to warrant their accuracy and shall not be liable for any inaccuracy therein unless that inaccuracy is the result of the deliberate misrepresentation of the City or a member of their staff.

- (2) Where the Project is to be carried out on City occupied property, Bidders shall be responsible for visiting the job site and no allowance shall be made by the City for failure by the Bidder to examine carefully all conditions relating to the site or Work.
- (3) It is the Bidder's responsibility to become familiar with and comply with the City's Purchasing Policy. The Purchasing Policy can be found at:
<http://www.brantford.ca/business/TendersBidsAndPurchasing/Pages/PurchasingPolicies.aspx>
- (4) Without limiting the generality of any other provision of these Instructions to Bidders, unless otherwise provided in the RFT Documents, the Successful Bidder shall be required to provide and pay for all services and materials required to carry out the Bidder's responsibilities and duties with respect to the Project in accordance with the RFT Documents and all instructions given by the City under the Contract.

16. RESERVED PRIVILEGES OF THE CITY

Without limiting or restricting any other right or privilege of the City, the City shall have the following reserved rights and privileges, which may be exercised or waived in its absolute discretion:

- (1) the City may reject any Tender, the lowest priced Tender or all Tenders, or may cancel the RFT and require the submission of new Tenders, or cancel the RFT permanently, for any reason within its absolute discretion;
- (2) the City may reject any Tender, where in the City's opinion, the Bidder does not meet the requirements to perform the Work.
- (3) the City may reject a Tender where the Bidder has defaulted on or failed to satisfactorily complete other Project for the City in the past.
- (4) Where only one Tender has been received or only one Tender is compliant with the RFT but the price is in excess of the budgeted funds, proceed to negotiate conditions with such Bidder which will reduce costs to a level acceptable to the City;
- (5) where the Contract is awarded to the lowest compliant Bidder, the City may negotiate amendments to the Contract or to the Goods to be supplied or Services or materials to be supplied under the Contract and no other Bidder shall have any right to object that its Tender would have been successful had the negotiated amendments been included in the original RFT or RFT notice;
- (6) the City may modify the terms and conditions of a RFT at any time prior to the Closing Time for the submission of a Tender, but despite any other provision of this Request for Tenders, where a Tender has been received prior to the time when such a modification is made, the City shall notify the Bidder concerned, and allow that Bidder a reasonable opportunity to submit a revised Tender.
- (7) the City may reject any Tender that does not,

- (a) comply with these Instructions; or
 - (b) contain in full all information required on the Form of Tender and, these Instructions or any of the other Contract Documents provided by the City to the Bidder.
- (8) The City may reject any Tender submitted by a Bidder or cancel the Contract awarded to that Bidder without penalty, where any information provided by the Bidder in its Tender or as part of any pre-qualification procedure is determined to be false or otherwise misleading in any material respect.
- (9) A Tender that qualifies or applies conditions to the Specifications and the Contract Price may be rejected. Unless specifically authorized by the Request for Tender. Alternative Tenders will not be accepted.

17. OBLIGATION OF BIDDER TO DEAL IN GOOD FAITH

- (1) A Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder or their agent or representative about the preparation of the Tenders. Each Bidder attests that its participation in the RFT process is conducted without any collusion or fraud. If the City discovers there has been a breach of this requirement at any time, the City reserves the right to disqualify the Tender(s) or terminate any ensuing Contract.
- (2) Where the Contract is awarded to a Bidder who has made an unauthorized amendment to the City’s Form of Tender, then within a reasonable time of the City discovering that unauthorized amendment, the City may,
- (a) cancel or terminate the Contract without any compensation whatsoever to the Bidder by giving written notice to that effect to the Bidder; and
 - (b) recover from such Bidder any amounts the City paid to the Bidder and all costs, expenses, damages and losses incurred or accrued as a result of the unauthorized amendment.

18. GUIDELINES REGARDING TENDER IRREGULARITIES

The following table outlines some errors or irregularities that may occur in the submission of a Tender and the consequences associated with each such error or irregularity. Errors or irregularities which are capable of being corrected and have been corrected in accordance with this table shall not prevent a Tender Submission from being classified as “Responsive” for the purposes of this RFT. The following table is not intended to provide an exhaustive description of all possibilities.

ERRORS AND IRREGULARITIES IN SUBMISSIONS AND CONSEQUENCES OF EACH ERROR OR IRREGULARITY

ERROR OR IRREGULARITY	CONSEQUENCE
(a) Late submission	Automatic Rejection.

ERROR OR IRREGULARITY	CONSEQUENCE
(b) Impossible to identify either the person making the submission or the solicitation to which the submission relates from the outside of the envelope containing the submission.	Automatic Rejection.
(c) Missing Tender security, deposit or contract to bond not submitted with the Tender.	Automatic Rejection.
(d) Tender security, deposit, contract to bond or other required performance security not in required amount or form.	Automatic Rejection.
(e) Tender security, deposit, Contract to bond or other required performance security is either unenforceable, or is not fully enforceable on its face. Includes the situation where a bid bond or contract to bond is issued by a surety company which is not licensed in Ontario.	Automatic Rejection.
(f) Submission not written in ink or other non-erasable medium.	Automatic Rejection.
(g) A copy of the original signed Tender Submission received, – i.e. Tender has only a photocopy of the Bidder’s signature, not the original.	May provide original copy of requirements within two Business Days of notification by the City, but no change in submission permitted.
(h) Submission is Qualified – i.e. contains a restriction or qualification where such restrictions or qualifications are not permitted by the solicitation.	Automatic Rejection.

ERROR OR IRREGULARITY	CONSEQUENCE
(i) All required items not included in Tender Submission, including but not limited to: <ol style="list-style-type: none"> 1. missing signature on the Form of Tender 2. missing Form of Tender pages, Appendices or schedules 3. missing form or other document where the RFT Document deems that information to be a mandatory requirement upon submission. 	Automatic Rejection.
(j) An unauthorized amendment to the City's issued Form of Tender - i.e. Form of Tender is not the exact reproduction of the City's issued Form of Tender as included in the RFT or includes alterations not provided for in the RFT Document.	Automatic Rejection.
(k) Any addenda to solicitation not acknowledged.	May provide acknowledgement within two Business Days of notification of the error was given by the City, but no change in submission permitted.
(l) Submission contains obvious clerical or mathematical errors.	May correct error within two Business Days from the time that notification of the error was given by the City.
(m) Item shown as a "total" or sum inconsistent with figures added.	May correct error within two Business Days from the time that notification of the error was given by the City.
(n) Alterations have been made to the submission but have not been initialed to verify authenticity.	May correct error within two Business Days from the time that notification of the error was given by the City.
(o) Mistake in submission not obvious on the face of the submission.	No relief.
(p) Failure to attend mandatory site meeting at the time specified in the solicitation.	Not Applicable

19. OWNERSHIP OF DOCUMENTS, USE OF DESIGNS, ETC.

- (1) All maps, drawings, plans, Specifications, computer disks and other documents,
 - (a) provided by the City to a Bidder shall remain the property of the City and shall be returned by the Bidder to the City (whether or not the Bidder submits a Tender) upon demand by the City for their return; or
 - (b) prepared by the Bidder as part of its Tender shall be the property of the City and may be disposed of by the City as it considers fit.
- (2) Unless the City otherwise agrees in writing, where any plan, drawing or design is provided by a Bidder in connection with an RFT, then the submission of a Tender by the Bidder shall be deemed to constitute a licence by that Bidder to construct one sample model of the Work or Project contemplated based upon that plan, drawing or design, where such a sample is required to make an informed decision concerning the attractiveness, functionality or other merit of the plan, drawing or design in question. The licence conferred herein shall not be deemed to constitute an assignment of any patent, copyright, trademark or other intellectual property of the Bidder, unless otherwise provided in the RFT.

20. RECORD AND REPUTATION

- (1) Without limiting or restricting any other right or privilege of the City and regardless of whether or not a Tender or Bidder otherwise satisfies the requirements of a RFT, the City may reject summarily a Tender from any person where:
 - (a) the commercial relationship between the City and the Bidder has been impaired by the prior and / or current act(s), or omission(s) of such Bidder;
 - (b) the Bidder is or has been engaged, either directly or indirectly, in a legal action against the City, its elected or appointed officials and/or employees in relation to
 - (i) any contract or service; or
 - (ii) any matter arising from the City's exercise of its powers, duties or functions.
- (2) In determining whether or not to reject a Tender under this section, the City may consider whether the litigation is likely to affect the Bidder's ability to Work with the City, and/or whether the City's experience with the Bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the Contract if it is awarded to the Bidder.
- (3) For the purposes of subsection (1), the prior acts or omissions of a Bidder shall also include the prior acts or omissions of: an officer, a director, a majority or controlling shareholder, or a member of the Bidder, if a corporation; a partner of the Bidder, if a partnership; any corporation to which the Bidder is an affiliate of or successor to, or an officer, a director or a majority or controlling shareholder of such corporation; and any person with whom that the Bidder is not at arm's length within the meaning of the *Income Tax Act* (Canada).

21. REVIEW OF TENDERS

- (1) At the close of the RFT, all apparently eligible Tenders will be examined by a representative of the City's Purchasing Division to confirm that they are compliant and otherwise complete.
- (2) At its sole discretion, the City may clarify any aspect of any Tender received in respect of the RFT with any Bidder at any time, and may clarify any aspect of the price bid by the Bidder, and
 - (a) the purpose of such clarification may be,
 - (i) to enable the City to determine whether the Tender to which it relates complies with the RFT;
 - (ii) to resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Tender.
 - (b) no such clarification shall alter the Tender or constitute negotiation or re-negotiation of the price or any aspect thereof, or the nature or quality of the Goods or Services to be supplied or performed as set out in the Tender at the close of the RFT, and all correspondence with a Bidder for the purposes of such clarification shall be conducted through the Purchasing Section.
- (3) Without limiting subsection (2), the *City's* right to clarify shall include the right to request additional or missing information relating to the *Work* that is to be done or the *Goods* or *Services* that are to be supplied or the manner in which the *Project* or *Work* is to be carried out.
- (4) The right of clarification provided under this section is within the sole, complete and unfettered discretion of the City and is for its exclusive benefit, and may or may not be exercised by the City at any time and in respect to any or all Tenders.
- (5) The right to clarify shall not impose upon the City a requirement to clarify with the Bidder any part of a Tender, and where in the opinion of the City the Tender is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, and the City may reject a Tender either before or after seeking a clarification under this section.
- (6) Neither the review of its submission with any Bidder, nor the seeking of clarification under this section, shall oblige the City to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Tender or any other Tender.
- (7) All clarifications under this section shall be in writing, in a form satisfactory for inclusion in the Contract and satisfactory to the City.

22. NO LOBBYING AND SINGLE POINT OF CONTACT

- (1) Bidders or their representatives must not make any or engage in any form of lobbying, or carry out any activities to publicly promote or advertise their Tenders or interest in this competitive procurement process.
- (2) Any attempt on the part of any Bidder or any of its employees, servants, agents, contractors, or representatives to contact any of the following persons, directly or indirectly, with respect to this Project, except for the single point of contact identified in this RFT, may lead to disqualification:

- (a) any elected or appointed officer;
 - (b) any staff of the City of Brantford; or
 - (c) any other persons connected in any way with the Project.
- (3) For greater certainty, Bidders may not communicate with the City regarding this Project except through the single point of contact as identified in this RFT.

23. AODA

Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the Goods and Services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. Where requested by the City, the Successful Bidder shall provide written proof that all employees have been trained as required under the act as well as any documentation regarding training policies, practices and procedures.

24. MANDATORY REQUIREMENTS OF TENDERS

- Completed Form of Tender
 - Completed Pricing Schedule
 - Completed Appendix "A" References for Award Schedule
 - Completed Appendix "B" Key Personnel
 - Completed Appendix "C" List of Subcontractors
 - Completed Appendix "D" Changes in Work
- Bid Security of \$20,000,00
- Assurance to Bond

Failure to provide all or any of the above will result in rejection of Tenders

25. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

In our on-going effort to ensure efficiency in processing our payments in a timely, effective manner, the City of Brantford requires suppliers who receive repeat payments to sign up for Direct Deposit (EFT). The Successful Bidder will be requested to provide appropriate banking information to the City's Finance Department.

END OF SECTION

GENERAL CONDITIONS

1. CONSTRUCTOR

This section outlines the provisions of this Tender that shall be administered by the Successful Bidder, who shall be considered the “Constructor”, Contractor or General Contractor.

The Contractor shall directly supervise and administer all Contract requirements to ensure the provision of materials, labour and equipment necessary to complete the Work on time and to the quality specified.

CONTRACTOR'S RESPONSIBILITIES:

2. SAFETY REQUIREMENTS

The Contractor shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial statutes, on behalf and in accordance with all Municipal by-laws and regulations, together with any additional safety measures.

The City of Brantford is committed to health and safety in the workplace, therefore the Contractor must comply with the City of Brantford's Occupational Health & Safety Policy (to be made available to the Contractor upon award) and any violation thereof may be cause for cancellation of the Contract.

3. EXISTING SERVICES

The position of utility pole lines, underground conduits and services, water-mains, sewers and other underground and over-ground utilities and structures are not necessarily known, and the accuracy of the position of such utilities and structures on any reference documents is not guaranteed. The City of Brantford will not be responsible for damages or extra work caused or occasioned by the Contractor relying on this or any other information or records.

Before starting work, the Contractor shall familiarize himself of the exact location of all such utilities and structures and shall assume all liability for damage to them. Where extra measures are required to support utility poles during construction either by the utility involved or the Contractor himself, the costs involved shall be borne by the Contractor. The Contractor will be responsible for any fees that may be associated with these services.

4. INSPECTION AND CONTROL OF SITE

OWNER'S INSPECTION AND SUPERVISION – A representative of the Owner (appointed by the Owner) reserves the right to enter the site at any time for the purpose of review & inspection. The presence of a said representative does not indicate satisfaction or compliance unless comments made by the representative are submitted to the Contractor in written form.

5. CONTRACTOR'S USE OF SITE

Limited to areas for work and storage as directed by the Owner.

Except where expressly permitted by the Owner, materials and/or equipment must not be stored within four metres of the travelled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at his own expense, remove any equipment or material, which, in the Owner's opinion, constitutes a traffic hazard.

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruption to traffic. This will necessitate vehicles to "slip off" or "slip on" in the direction of traffic lanes.

The Contractor shall maintain the adjacent side streets in a condition free from debris resulting from his operations, such as materials spilling from trucks.

It is expected that the Contractor will make arrangements to regularly inspect the surface condition of these streets and promptly dispose of all the debris.

Should the Contractor be unable to carry out the required remedial measures, the Owner may carry out the necessary maintenance and the costs for the work shall be deducted from payments due to the Contractor.

6. TOXIC AND HAZARDOUS SUBSTANCES

Prior to the Contractor commencing the Work, the Owner shall;

- (a) take all reasonable steps to establish whether or not any toxic or hazardous substances are present at the Place of the Work, and
- (b) provide the Contractor with written reports indicating all toxic or hazardous substances of such findings.

Note: If the Contractor encounters unidentified toxic or hazardous substances at the Place of the Work, or has reasonable grounds to believe that unidentified toxic or hazardous substances are present at the place of the Work, the Contractor shall take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death, and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to the Owner in writing.

7. DISPOSAL

The Contractor will be responsible for site waste management.

8. EMERGENCY AND MAINTENANCE

The care of the Works until completed, delivered to and accepted by the City rests solely with the Contractor who shall assume all risk of damage to the Work.

For the purpose of Emergency and Maintenance measures, the name, address, and telephone number of a responsible official of the Contracting firm, shall be given to the Owner's contact person in charge of the Project. This official shall be available at all times and have the necessary authority to mobilize Workmen and machinery and to take any action as directed by the Owner in the event emergency or maintenance measures are required, regardless of the fact that the emergency or requirement of maintenance may have been caused by the Contractor's negligence, Act of God, or any cause whatsoever.

9. LABOUR DISPUTES

The obligations of the Contractor hereunder shall continue unchanged throughout the occurrence of any labour disputes (including strike or lockout), whether the same occurs with respect to the employees of the City, the Contractor, or otherwise.

END OF SECTION

SPECIAL PROVISIONS

1. Document Intent

These terms, conditions and Specifications are intended to furnish all labour, materials, services, equipment and incidentals for the cladding renovation of the Transit Service Centre of the City of Brantford;

The intent of this document is to procure for The City of Brantford – Transit Service Centre the cladding renovation indicated, in accordance with minimum Specifications outlined herein, and to set forth the terms and conditions of requirement;

The City reserves the right not to enter into Contract due to the lack of availability of funding;

Subject to the City's reserved rights and privileges set out in the RFT, the Contract shall be awarded to the compliant Bid with the lowest Contract Price; and

This document (and response thereto) shall form part of the Construction Contract issued to the Contractor.

2. Project Address

Project Address – Brantford Transit Service Centre
400 Grand River Avenue, Brantford, Ontario

3. Commencement and Completion Date for Project

The Work on the Project shall not commence until the Contractor has provided the following submittals to the City and the signing of the Construction Contract by all parties hereto:

- Contract security (performance and labour and material payment security in the sum of fifty percent (50%) each of the Contract Price);
- Certificate of Insurance;
- WSIB certificate;
- any other required submittals included in the Specifications as requested by the City.

The Contractor shall furnish these submittals to the City, prior to the execution of the Contract, within five (5) Business Days of being notified that the City intend to accept its Tender.

The Project shall be Substantially Completed, as defined in the Construction Lien Act, no later than **May 4, 2012**, subject to any extensions granted by the City

In the event that the Project cannot be completed by **May 4, 2012**, the completion date will be extended by the number of work stoppage days due to cause of weather delays.

The City reserves the right to be the sole judge of weather delays.

4. Insurance (See Section (15) of the Sample Construction Contract)

Delivery to, examination, or approval by the City of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Contractor of any of its indemnification or insurance obligations under the Contract, but must be in part accepted as adequate coverage by the Corporation.

The Corporation shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to advise the Contractor in the event such insurance coverage is not in compliance with the requirements set out in the Contract or the set out insurance requirements. This is the Contractors responsibility.

It shall be the sole responsibility of the Contractor to determine what additional insurance coverage, if any, are necessary and advisable for its own protection and/or to fulfill its obligation under this Contract. Any such additional insurance shall be maintained and provided at the sole expense of the Contractor.

Certificate Holder will be addressed as The Corporation of the City of Brantford, City Hall, 100 Wellington Square, Brantford, ON, N3T 2M3. All certificates, cancellation, non-renewal or adverse change notices should be mailed to this address.

The Contractor shall not do or omit to do anything that would impair or invalidate the insurance policies.

5. WSIB (See Section (14) of the Sample Construction Contract)

The Contractor and any Sub-Contractors must have complied with the requirements of the Workplace, Safety and Insurance Act, and be in good standing with the Board upon signing of the Contract Documents. The Contractor must provide either a current Clearance Certificate from WSIB, or written determination of Independent Operator without coverage status, during the time frame of this Contract.

6. Contract Security (See Section (7) of the Sample Construction Contract)

The Contractor shall, prior to the execution of the Contract, furnish to the City Contract performance security fifty percent (50%) and, a labour and material payment bond fifty percent (50%):

The Contractor shall furnish a performance security and labour and material payment security to the City, prior to the execution of the Contract for Work and within five (5) Business Days of being notified that its Tender has been accepted (whichever is earlier).

7. Method/Measurement of Payment

HOLD BACK: The City of Brantford reserves the right to retain a hold-back of ten percent (10%) of the total amount due on this Contract for forty five (45) days past completion as security against a construction lien or other claims.

Before making any payment for the Work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials, or things hired, or supplied, upon or for the Works, have been paid or satisfied, or if any such claims are found to exist may pay such sums and the Contractor shall

repay the same within two (2) days or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

8. Maintenance Security (Guarantee Holdback)

The Owner will retain five percent (5%) of the Contract Price as a guarantee holdback. This amount shall be withheld all or in part from the progress payments due to the Contractor, to accumulate the required amount prior to Substantial Performance.

The five percent (5%) guarantee holdback is above and exclusive of the ten percent (10%) statutory holdback, and will be held until the end of the period of guaranteed maintenance (one year), at which time will be paid out (without allowance for interest), providing there are no outstanding deficiencies or unresolved issues.

A guarantee bond or letter of credit will be accepted in lieu of the five percent (5%) guarantee holdback for this Contract, provided that the following clause is included as part of the Letter of Credit:

“It is a condition of this Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless thirty days before any such date we notify you in writing by Registered Mail that we elect not to consider this Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw by means of your demand accompanied by your written certification, that the amount drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the Contract”.

Upon expiration of the period of guaranteed maintenance or as soon thereafter as practicable a certificate marked “Final Certificate for Payment”, which is the unpaid balance of the deficiency holdback less all forfeitures and deductions as aforesaid, shall be issued payable to the Contractor as final payment due under the Contract.

9. Permits and Licenses

The Contractor shall ensure that all persons supplying services or materials to the Project, Work, or Supply, hold all valid licenses required by law with respect to the Services or materials to be supplied by them respectively.

Where and if required, the Contractor will be responsible for application and fees associated with any and all permits and notices required by any and all governing bodies. This will include, but is not limited to, “Hoarding Permit”, “Building Permit”, “Notice of Project” and “ESA Inspection”. A copy of all permits, etc. will be forwarded to the Owner for City records.

10. Site Meetings

There is a site meeting scheduled for **11:00 a.m. sharp on Monday, January 9, 2012.** Bidders should arrive at the Transit Service Centre, located at 400 Grand River Avenue, Brantford, Ontario, prior to this time for attendance. All interested parties should attend the meeting and familiarize themselves with the working conditions. *Bidders should visit the site, determine conditions, installation limitations, requirements for protection of adjacent areas, verify dimensions and base their bid on measurements taken on site, as drawings provided may be inaccurate or not scaled.*

Regardless of attendance, all Bidders are expected to understand the Specifications and the site conditions, and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their Tender.

No question will be answered during the tour. Any questions that arise must be submitted in writing as per the Communications Notice of the RFT document. The City of Brantford will not be responsible for any verbal information supplied at the site, and will only consider questions and written responses by Addenda/Addendum to form part of this RFT.

11. Examination of Site and Subsurface Conditions

The Bidder shall make its own estimate of the facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions that may be encountered during construction.

Bidders should visit the site, determine conditions, installation limitations, requirements for protection of adjacent areas, verify dimensions and base their bid on measurements taken on site, as drawings provided may be inaccurate or not scaled.

12. Alternative Products/Materials/Equipment (Request for Equivalency)

Products, materials and equipment referred to in the Specifications by trade names, manufacturer's name and catalogue reference are those which shall be used as the basis for the Tender.

Bidders are to submit all requests for alternative product and material approval to the City prior to tender closing.

Requests must be received by the City on or before **the Deadline for Questions (4:30 p.m. on Wednesday, January 11, 2012)**. Requests received after this "Cut-Off" date will not be reviewed. All requests which are approved shall be identified as "Approved Alternatives" in an Addendum to all Plantakers. Alternative products not listed in the Addendum will be rejected.

The City reserves the right to decide whether an alternative product, material or equipment submitted by a Bidder is acceptable, all decisions made by the City are final.

13. Ability And Experience Of Bidders

The City reserves the right to reject any Tender unless the Bidder is known to be skilled and regularly engaged in work of a character, scope and magnitude similar to that covered by the Specifications of the Work. It is not the intention of the City to award this Contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience in the type of Work required to complete this Project and that he has sufficient capital and plant to enable him to complete the Work successfully and in the time required in the Contract.

The City reserves the right to reject a Tender submitted by a Bidder who has Defaulted on or failed to satisfactorily complete other similar Work in the past.

14. Guarantee Period

The Contractor shall guarantee to the City to make good any defect in materials or workmanship for a minimum period of one (1) year following completion of the Project.

SPECIFICATIONS

1. OBJECTIVE

The work under this Contract is for furnishing all labour, materials, services, equipment and incidentals for cladding renovation of the City's Transit Service Centre located at 400 Grand River Avenue in the City of Brantford.

2. SCOPE OF WORK

The work includes the following but is not limited to:

2.1 Supply and Install Steel Metal Wall Cladding

- (a) Existing painted stucco on insulated concrete block cavity wall to be covered with prefinished vertical steel cladding completed with sub-girts and prefinished metal flashings.
- (b) Supply and install galvanized steel horizontal sub-girts to existing masonry wall using Tapcon masonry screws. Sub-girts to be No. H-75 by VICWEST or approved alternative. See (attached Supplier's Specifications Reference Sheets).
- (c) Supply and install prefinished vertical steel cladding to sub-girts using coloured hex-head self-drilling, 1" long screws at 10" o/c (see attached Supplier's Specifications Reference Sheets). Cladding to be by VICWEST "Super Vic" or approved alternative (30" wide) complete with applicable outside and inside corner trims, jamb trims, closure flashings and drop flashings at the top and bottom of cladding. Existing prefinished steel cap flashings to remain. Refer to attached drawings 9768-A1, 9768-A2, and the (attached Supplier's Specifications Reference Sheets).
- (d) Cladding to be finished with "WeatherX" coating by VICWEST or approved alternative. **Stock colour to be chosen by the Owner prior to install.** Refer to the (attached Supplier's fact sheet for prefinished coating information).
- (e) Follow selected and approved manufacturer's most recent written specifications of steel metal wall cladding installation.
- (f) The Contractor shall take note of any obstructions, protrusions, objects that limit the installation of the metal cladding prior to installation; including but not limited to: exterior ducting, fire alarms, security cameras, and light fixtures. Where not feasible to relocate or temporarily remove (i.e. Plumbing stacks or exterior stairs), where required, the Owner will use the Cash Allowance to facilitate the installation of the cladding.
- (g) Repair any damage to property caused by hoisting equipment including asphalt, gravel, grass, utilities and building exterior. Remove all debris and screws from site.

2.2 Standards

Construction Specifications – Sheet Metal Cladding:

- (a) Prefinished Galvanized and Aluminum-Zinc Alloy Steel Sheet for Residential Use CAN/CGSB-93.3-M9 and OBC 2006 Part 5 – Environmental Separation.
- (b) CSA-S136 for the design of Cold Formed Steel Structural Members.
- (c) Canadian Sheet Steel Building Institute Standards 20M.
- (d) Standard Guide for Design of Standard Flashing Details for EPDM Roof Membranes: ASTM D6369 – 99(2006).
- (e) Standard Guide for Design and Construction of Low-Rise Frame Building Wall Systems to Resist Water Intrusion: ASTM E2266 – 11.
- (f) Architectural Sheet Metal Manual: SMACNA ASMM 6.1, 6.51, 6.59.
- (g) Standard Specification for Sheet Metal, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process: ASTM A653 / A653M – 10.

2.3 Qualifications

- (a) Work under the Contract shall be executed by a Contractor, Sub-Contractors and/or Own Forces having at least five (5) years proven experience in sheet metal cladding industry. Bidders with less than five (5) years proven experience may be rejected.
- (b) The Contractor shall execute the Work with experienced tradesmen, using equipment, materials and methods, which meet the requirements of applicable SMACNA and ASTM/CSA specifications.

2.4 Safety

- (a) Transit vehicular traffic and operations are to remain unaffected during construction. Where work is required over transit garage doors, the Contractor is to advise the Owner in advance of possible route closures.
- (b) Safety is the responsibility of the Contractor and any and all damages will be repaired at the sole expense of the Contractor.
- (c) The Contractor is to provide access to building at all times, and at no time shall emergency exits be blocked off.

2.5 Scheduling

Contractor to provide the Owner of a detail schedule once the Contract is awarded.

2.6 Samples

Submit samples of standard coloured metal cladding profile for review by the City, prior to fabrication.

2.7 Product Delivery, Handling and Storage

- (a) Store components and materials in accordance with panel manufacturer's recommendations and protect from elements.
- (b) Protect prefinished steel during fabrication, transportation, site storage and erection, in accordance with CSSBI Standards.

2.8 Warranty

Provide a manufacturer's written warranty: Furnish panel manufacturer's written warranty covering failure of factory-applied exterior finish within the warranty period. Warranty period for finish: subject to manufacturing warranty after the date of Substantial Completion

3. PRODUCTS

Materials:

¾" Sheet Metal Profile 'Super Vic' by Vicwest or approved alternative (30" wide).

4. EXECUTION

4.1 Install Steel Metal Cladding

- (a) Colour will be selected by the Owner from a standard colour chart.
- (b) Follow manufacturer's most recent written specifications.
- (c) Report all discrepancies and or concerns to Owner before beginning work on the cladding system.
- (d) Install sub-girts. Frame all openings in the cladding.
- (e) Install starter flashing, drip and other flashing, and corners, edgings, window and door flashing as shown on the drawings.
- (f) Install exterior cladding {and soffit} in accordance with manufacturer's standard installation procedures, providing proper laps and detailing to ensure a weather-tight face.
- (g) Install finishing flashing and cap flashing.
- (h) Install sealants at junctions with adjoining work, and where shown on the drawings, in accordance with manufacturers requirements

5. MOBILIZATION, DEMOBILIZATION AND SITE RESTORATION

- (a) Mobilize all labour, materials and equipment necessary to undertake the Work outlined in these documents.
- (b) Phase the work if required and provide temporary protection as necessary to keep the building watertight at all times. Water shall not be permitted to penetrate to the interior of the building or to wet any insulation.
- (c) Clean exposed panel surfaces in accordance with manufacturer's instructions.

- (d) Repair and touch up with colour matching high grade enamel minor surface damage, only where permitted by the Owner and only where appearance after touch-up is acceptable to Owner.
- (e) Replace damaged panels and components that, in opinion of the Owner, cannot be satisfactorily repaired.
- (f) Remove trash, excess or foreign materials; clean off any masonry, flashings or other surfaces with approved solvents, leave site "broom clean".
- (g) Upon completion (or part of the project if work is stopped over winter), restore the site by grading and re-sodding any damage areas as necessary.
- (h) Correct any deficiencies and damages to the site resulting from the work.
- (i) Clean and demobilize all labour, material, equipment and debris from site upon approval by the City.

6. OTHER MINOR REPAIRS

Complete minor repairs to address unanticipated conditions as found to be necessary and as directed by the City in writing. Payment for this Work shall be from a Cash Reserve on the basis of time and materials or quoted fixed price, as agreed to prior to Work proceeding.

7. CASH ALLOWANCES AND RESERVES

Allowances have been outlined in the Form of Tender for testing and obtaining permits as required. All allowances are to be disbursed in accordance with the Contract documents. Back-up documentation and Sub-Contractor invoices and time sheets (where time and material items are required are to be submitted with the invoice.

8. INSPECTION AND ACCEPTANCE

The City will not accept the Project until it has validated that the Contractor met all Contract requirements.

END OF SECTION

FORM OF TENDER

Contract Number: RFT 12-03

Description of Project: CONTRACTOR REQUIRED FOR CLADDING
RENOVATION OF TRANSIT SERVICE CENTRE

Legal Name of Bidder: _____

Business Address: _____
(include street, city, province and postal code)

Telephone Number: _____

Fax Number: _____

Email Address: _____

To: City of Brantford,
1 Market Square, Suite 120
Brantford, ON N3T 6C8
(the "City")

Date: _____

I/We, the undersigned Bidder, having carefully examined the RFT documents, hereby offers to furnish all material, labour, services, goods and all incidentals, and to render all services and pay all applicable taxes and all other charges as specified and/or as necessary for performance and completion of the above referred to Project, all in full accordance with Contract Documents provided to the Bidder by the City (receipt of which is hereby acknowledged) for the Contract Price of the following:

Contract Price \$ _____

(in dollar figures) (transferred from page 39)

- Canadian Dollars
- Not Including HST

Please state Date of Earliest Commencement of Work upon award: _____

Please state Contract Duration: _____

The City reserves the right to consider the least contract duration as compliance in the award of the Contract.

Full Time Site Work force to be provided: _____persons

1. **Addenda**

I/We acknowledge that I/we have received Addenda numbered _____to _____ inclusive, and the prices quoted include provisions set out in such Addenda.

2. **Time Open for Acceptance**

This offer is irrevocable and is to continue open to acceptance by the City for a period of **ninety (90) calendar days** after the date and time set for closing (submission) of Tenders. The City may at any time within the above **sixty (60) calendar day** period accept this Tender whether or not any other Tender has previously been accepted, upon notice of acceptance in writing to me/us personally delivered or mailed to me/us by ordinary prepaid mail to the address set forth on the Form of Tender page of this Request for Tenders and any notice so mailed shall be deemed to have been received on the date of mailing thereof and any notice so delivered shall be deemed to have been received on the date the notice is so delivered.

3. **Execution**

If this Tender is accepted by the City, I/we agree to provide and pay for the required proof of insurance, WSIB clearance certificate and Performance of Contract security in the amount equal to fifty percent (50%) of the amount of the Contract Price, a Labour and Material Payment Bond in the amount of fifty percent (50%) of the Contract Price, and when requested by the City, my/our Health & Safety Manual and execute the Construction Contract accordingly.

4. **Tender Security and Assurance to Bond**

Tender Security - A Tender bond, bank draft, certified cheque or irrevocable letter of credit in the amount of not less than **TWENTY THOUSAND DOLLARS (\$20,000.00)** is attached hereto.

In the event of Default or failure on the my/our part to execute the Contract as required above and to provide the necessary performance security, insurance and other required submittals as set out in the RFT, I/we agree that the City may at its discretion accept the compliant Tender with the second lowest Contract Price, advertise for new RFTs, or carry out the Works in any manner deemed in the best interests of the City. In such a case, I/we shall pay the City the difference between the Contract Price stated above and any greater sum that the City may be obligated to pay by reason of that Default or failure, including the cost of any advertisement for a new RFT.

Assurance to Bond - Also attached hereto is our assurance to bond guaranteeing that the performance security and the labour and material payment bond will be provided for in the event that I/we are awarded the Contract.

I/We shall indemnify and save the City, its elected officials, officers and employees harmless from and against all loss and damage, costs, charges and expenses that they may suffer by reason of such Default or failure on the Bidder's part. The City shall be

entitled to call upon the Tender bond, certified cheque or letter of credit as the case may be for such difference or in respect of that indemnity, and the surety or issuer shall forthwith pay that difference. Despite any limitations set forth in the Tender bond, bank draft, certified cheque or letter of credit, I/we shall be and remain responsible to pay to the City the difference and all loss costs, charges and expenses as aforesaid without any such limitation or restriction.

5. Occupational Health and Safety

I/We acknowledge and confirm that I/we and all Sub-Contractors used on the Work for the City will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and the City of Brantford including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder. Further, without limiting any of the foregoing, I/we confirm that I/we have both a written occupational health and safety policy and program to implement that policy, and that all of our employees, Sub-Contractors and any other persons performing the Work are appropriately trained, licenced and certified, as required to perform the Work.

6. AODA Requirements

I/We, acknowledge and confirm that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the Regulation.

7. No Collusion

I/We hereby declare that no person, firm or corporation other than me/us has any interest in this Tender or in the proposed Contract(s) for which this Tender is made. I/We further declare that this Tender is made without any connection to, comparison of figures, arrangements with or knowledge of, any other corporation, firm or persons making a Tender for the same Work and is in all respects fair and without fraud or collusion.

8. Conflict of Interest

I/We declare, to the best of my/our knowledge and belief, that no elected or appointed officer or member of committees and or employee of the City of Brantford is, has or will have an interest indirectly or directly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract(s), or in the supply, Work or business to which they relate or in any portion of the profits thereof, or in any of the monies to be derived there from.

9. Interpretation

I/We confirm that I/we have received no oral communication, representation, information, instruction or advice (collectively referred to as "representation") from any officer, employee, agent, or any other person acting on the behalf of or at the direction of the City which in any way amends or modifies the content of this Request for Tenders, any Addenda thereto, or any performance of Services, Works, obligations or responsibilities or the exercise of any rights thereunder or with respect thereto. I/We specifically release and waive any right and claim I/we may have to a claim for

negligence, misrepresentation, misstatement or otherwise for any oral communication or representation whatsoever.

I/We acknowledge and agree that I/we have not assumed that any information concerning our operations, business or personnel or any other information required to be provided by me/us when submitting our Tender is known to the City, regardless of whether such information may be actually previously known to the City or not.

I/We further acknowledge and agree that all statements, schedules and other information provided in this Tender are true, complete and accurate in all respects.

I/We confirm that the party executing this Form of Tender is authorized to sign the same.

per: _____
(Printed Name of Officer)

(Original Signature)

(Position of Signing Officer)

FORM OF TENDER

Pricing Schedule

All other items, whose price can be pre-determined, but are not specifically itemized and described below, but shown on the Drawings and/or Specifications, or required to complete the work as shown on the Drawings, have to be quoted under “**All Other Items**”

NO.	ITEM DESCRIPTION	QUANTITY	PRICE FOR ITEM
1.	Mobilization and Demobilization	1 Lump Sum	\$
2.	Supply and Install Steel Metal Wall Cladding	1 Lump Sum	\$
Cash Allowances and Reserves			
3.	Cash Allowance for Permits	1 Allowance	\$ 3,000.00
4.	Cash Reserve to be used for time & materials Items	1 Reserve	\$ 20,000.00
5.	All other Items	1 Lump Sum	\$
CONTRACT PRICE (Sum of Items 1 TO 5)			\$

transfer Contract Price to page 35

FORM OF TENDER

Appendix "A" References for Award Schedule

Bidders shall include at least three (3) current references, not to include City of Brantford references, for sheet metal cladding work of a similar nature (i.e. – size and scope) to this RFT. The City of Brantford will verify references, and may choose to visit previous project sites. A negative or poor reference or job completion may, at the City's sole discretion, be sufficient reasons for not awarding this Contract to a Bidder.

Work under the Contract shall be executed by a Contractor having at least five (5) years proven experience in sheet metal cladding industry. Bidders with less than five (5) years proven experience may be rejected.

COMPANY NAME	ADDRESS	CONTACT PERSON	TELE PHONE	DESCRIPTION OF PROJECT SCOPE	START AND COMPLETION DATE & VALUE

FORM OF TENDER

Appendix “B” Key Personnel

Please provide the name/title, cell phone contact number of qualified Project personnel and availability who will be dedicated to the Project. This Project Manager and/or key personnel cannot be replaced except by prior written approval of the City of Brantford

The following is a list of personnel who will actively supervise the Work if we are awarded the Contract, with a record of each person’s experience, knowledge and ability. It is understood that the Work will be directed by the listed personnel and that no change can be made without prior written approval. Please attach any additional information separately if necessary. **Resumes may be provided if available.**

Work under the Contract shall be executed by a Contractor having at least five (5) years proven experience in sheet metal cladding industry. Bidders with less than five (5) years proven experience may be rejected.

Name/Title	Cell Phone/Contact Number	Qualifications/Experience	Availability for this Project

FORM OF TENDER

Appendix “D” Changes in Work

For additional work outside the Specifications found to be required during the Work, and where the value of the work cannot be agreed upon, the cost to the Owner shall be the actual cost of labour and materials, plus overhead and profit. The following hourly rates (which are to include overhead and profit) will be applicable for this Contract:

NO.	DESCRIPTION	LABOUR/MATERIAL RATE
1.	Foreman	\$ /hr
2.	Journeyman	\$ /hr
3.	Labourer	\$ /hr
4.	Electrician	\$ /hr
5.	Project Manager	\$ /hr
6.	Other:	\$ /hr
7.	Material Mark-Up	10%

SUB TRADE	NAME OF SUBCONTRACTOR/SUPPLIER	VALUE OF SUBCONTRACT
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

SAMPLE CONSTRUCTION CONTRACT

This Construction Contract ("Contract") made this day of 2012

B E T W E E N:

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

OF THE FIRST PART,

-and-

(hereinafter called the "Contractor")

OF THE SECOND PART,

WHEREAS the City requested Tenders from interested Bidders by issuing Request for Tender 12-03 for Contractor for Cladding Renovation of Transit Service Centre (the "Project");

AND WHEREAS the Contractor submitted a Tender dated _____, which the City wishes to accept,

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

1. Services of the Contractor

(a) The Contractor agrees to provide all goods and products ("Goods and Products") and perform the services ("Services") outlined in this Contract and in the following attached Schedule "A" appendices:

- Appendix '1' General Conditions;
- Appendix '2' Special Provisions;
- Appendix '3' Specifications;
- Appendix '4' Drawings;
- Appendix '5' Supplier's Specifications Reference Sheets; and
- Appendix '6' Contractor's Tender.

(b) This Contract, and Schedule "A" appendices attached thereto, constitutes the complete and exclusive statement of the Contract between the parties which supersedes all other communications between the parties relating to the subject matter of this Contract. Any appendices to this Contract are an integral part hereto, and where any other materials are included within this Contract by reference, either in the main text or within any appendices, such other materials shall also be deemed to

be integral parts of this Contract whether or not such materials are physically attached hereto or otherwise.

2. Level of Services

- (a) Unless otherwise expressly specified in this Contract, the Contractor agrees to supply at its sole cost and expense all staff, equipment, goods, materials, tools, resources, accommodations, and technical assistance necessary to perform the Services to be furnished under this Contract and assume all overhead expenses in connection therewith, to the reasonable satisfaction of the Corporation.
- (b) It is expressly agreed that no extras are anticipated under this Contract unless they shall have been expressly pre-approved in writing by the Corporation. Where extras have been ordered by the Corporation and the cost for same was not decided at the time the extras were ordered, the Contractor shall charge an amount for same which is consistent with the charges for similar Work performed under this Contract. The Contractor shall supply such documents or other proof as may reasonably be required by the Corporation in order to assess any such claims for extras and to determine whether or not the claims for same are advanced on a consistent basis with other similar Work performed under this Contract.
- (c) The Contractor shall apply for and obtain all necessary building permit approvals, and shall pay all fees and charges therefor. The Contractor acknowledges that, despite the fact that the Services described in Section 1 are being performed for a municipal corporation, building permit fees are still payable in respect of the Project and the same were taken into account by the Contractor when advancing a Tender for this Project. A copy of the building permit shall be delivered to the Corporation's representative forthwith following its issuance.

3. Reliance

- (a) The Contractor declares that in bidding for the Works and/or in entering into this Contract it has either investigated for itself the character of the Work and all local conditions that might affect its Tender or its acceptance of the Work, and that it hereby assumes 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 this Contract signed.
- (b) Except as may be expressly set forth in this Contract or the Schedules, there are no oral or written representations or warranties whatsoever with respect to site conditions which have been made or expressed to the Contractor, and the Contractor declares that it has neither received nor relied upon any such representations or warranties.

In the alternative, if any such oral or written representations have been made, they are entirely superseded by this Contract, and any such oral or written representations are of no effect whatsoever.

4. Commencement and Prosecution of Work

- (a) The Contractor shall immediately commence Work on this Contract when directed by the Corporation. The Contractor shall proceed with due dispatch to ensure that its obligations are completed as quickly as reasonably possible, but in any event not later than **MAY 4, 2012** following the commencement of Work. The Corporation shall

give due consideration to all plans, drawings, Specifications, reports, quotations, Tenders, and other information provided by the Contractor and shall make any decisions which it is required to make in connection therewith within a reasonable time so as not to delay the work of the Contractor.

- (b) The Corporation shall be entitled to terminate this Contract at any time without cause, and in the event of such termination the remuneration payable to the Contractor shall be determined by calculating the proportion of the Work completed and applying that proportion to the fees payable hereunder for the Work.

5. Contract Price

- (a) The Corporation shall pay to the Contractor in full payment and compensation for its Services under this Contract, the sum of:

\$ _____

- (b) Despite section (a) above, the parties may agree on the performance of extra work by the Contractor. Any such extras must have been previously approved in writing by the Corporation and, failing previous such approval, no payment shall be made in respect of same.
- (c) All prices shall include any applicable Provincial Sales Tax, but shall not include Goods and Services Tax, which shall be in addition to each of (a) and (b) above.

6. Payment

- (a) Payments shall be made to the Contractor by the Corporation, to the limits established in section 5 of this Contract, in accordance with invoices from the Contractor (for completion of key milestones) describing in detail the work done, the time spent, and the expenses which have been incurred by the Contractor. No invoice shall include any request for payment in respect of any work which has not yet been completed by the Contractor and such completion having been verified by the Corporation. Terms of payment of any such invoice shall be net 30 days.
- (b) Progress payments for the work done by the Contractor shall be made only where expressly agreed in writing by the City.
- (c) If any Work or item under the Contract is included by the Contractor in its Progress Claims as partially or fully completed, but it is not completed in accordance with drawings or Specifications, or is not completed to the City's satisfaction, the City may withhold from payment such part or the total cost of those items until they are completed or corrected to its full satisfaction, and the City shall notify the Contractor in writing of its action and the reason for same.
- (d) The terms of payment of any such invoice shall not be more rapid than net 30 days.
- (e) Payments shall be subject to the holdback and other provisions of the Construction Lien Act.
- (f) Before making any payment for the Work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials, or things hired, or supplied, upon or for the Works, have been paid or satisfied, or if any such claims are found to exist may pay such

sums and the Contractor shall repay the same within two (2) days or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

7. Performance Security and Other Security

- (a) The Contractor together with a Guarantee Company (approved by the City Clerk) resident in Canada or authorized by law to carry on business in Canada will be required to provide:
- (i) a performance bond in the amount of fifty percent (50%) the Contract Price fixed in section 5 of this Contract; and
 - (ii) a labour and material payment bond in the amount of fifty percent (50%) of the Contract Price fixed in section 5 of this Contract,
- from a satisfactory Guaranty Surety Company for the term of the Contract and in the form approved by the City Clerk, to ensure the complete execution and fulfillment of all the terms of this Contract by the Contractor and a copy of the said surety bonds shall be deposited with the City Treasurer. The expense of preparing the bonds and executing the same is to be borne by the Contractor.
- (b) Such bonds may be renewable annually (if necessary) provided that a written notice of renewal or failure to renew shall be given to the Corporation by the bonding company 30 days prior to its expiry. Failure to provide notice of renewal of such bonds or suitable alternate bonding within such time shall be considered a Default under this Contract.
- (c) In lieu of a performance bond as described in (a) above, the Corporation will accept an irrevocable standby letter of credit as security for any and all obligations in this Contract in the amount of the Contract Price fixed in section 5 of this Contract, provided same is drawn on a Chartered Canadian Bank satisfactory to the City Treasurer. Any such letter of credit must include the following automatic renewal clause:

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

It is agreed that in the event of notice from the Bank that any Letter of Credit will not be renewed, it may be cashed immediately by the Corporation.

8. Warranty

- (a) The Works performed and materials supplied pursuant to this Contract shall be fully warranted as to materials and Workmanship for a period one year from the date of substantial completion. In the event that any defect in materials or Workmanship is observed during the warranty period or is subsequently observed under conditions where it can be shown that such defect was present during the warranty period, the Contractor shall perform the repairs or replacements necessary to put the Work into the condition anticipated by this Contract.
- (b) The Contractor's obligations pursuant to (a) above shall be secured by a guarantee bond, letter of credit or cash deposit in the amount of five percent (5%) of the sum of the following:

- (i) the Contract Price fixed in section 5 of this Contract; and
 - (ii) the amount of any approved extras for this Contract.
- (c) The provisions of sections 7(a), 7(b), and 7(c) shall be applied mutatis mutandis to the guarantee bond or letter of credit given pursuant to this section.
- (d) The Contractor's liability pursuant to (a) above is not limited to the amount of the guarantee bond, letter of credit, or cash deposit provided pursuant to (b) above, and the Contractor shall be fully responsible to remedy any and all deficiencies in the Work in accordance with (a) above.
- (e) It is acknowledged that manufacturers or suppliers of goods, services or materials, or Sub-Contractors, may also provide warranty coverage and the Contractor shall transfer the benefit of any such coverage to the Corporation. The Corporation may rely upon its rights hereunder against the Contractor, or pursue any warranty rights against manufacturers, suppliers, or Sub-Contractors, as it may consider in its best interests from time to time and its choice shall not be open to question or review by the Contractor.

9. Remedies for Non-Performance By Contractor

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

- (a) The Corporation may with-hold any payment due hereunder until the Contractor has remedied its failure;
- (b) The Corporation shall be entitled, in the event that the Contractor does not remedy its Default within 72 hours of a written request that it do so from the Corporation, be entitled to engage other Contractors to complete the work of the Contractor and to deduct the cost of obtaining such other Contractors from any amounts owing to the Contractor hereunder;
- (c) The Corporation may terminate this Contract in the event that the Contractor does not remedy its Default within 72 hours of a request that it do so from the Corporation; and,
- (d) The Corporation may exercise any other right available to it in law or equity.

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

10. Termination for Convenience

The City reserves the right to terminate this Contract at any time. Upon termination of this Contract by the City, the following will occur:

- (a) if there is any property of the City held or controlled by the Contractor, then such property, including documentation in connection therewith and all data originating from or provided by or for or under the aegis of the City will be delivered or returned to the City no later than thirty (30) days from the Conclusion Date of this Contract;

- (b) the Contractor and the City will mutually agree to a resolution of all fees owing to the Contractor within thirty (30) days following the Termination Date which will include without limitation all work performed and accepted by the City prior to the termination date.

11. Indemnification

- (a) The Contractor will indemnify and save harmless the Corporation, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the Corporation and against all losses, liability, judgments, claims, costs, demands or expenses which the Corporation may sustain, suffer, or be put to resulting from or arising out of the Contractor's failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Contractor. Without limiting the generality of the foregoing, the Contractor hereby agrees to well and truly save, keep harmless and fully indemnify the Corporation, its employees, agents, successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Corporation, its successors and assigns, for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, Specifications, information, negatives, data, material, sketches, notes, documents, memoranda, or computer software furnished by the Contractor in the performance of this Contract. For the purposes of this section, "costs" shall mean those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.
- (b) Without limiting the generality of (a) above, the Contractor shall fully indemnify and save harmless the Corporation from any costs and expenses, including legal expenses, arising out of any construction liens arising out of the Project described in this Contract.
- (c) The Contractor shall use all due care to insure that no property is damaged during the prosecution of the Work, either on the worksite, adjoining properties or elsewhere, and whether or not the damaged property consists of goods, chattels, or real property. Where such damage occurs to the property of any person, including damages arising from the theft of any such property, the Contractor shall forthwith provide compensation to the affected person.

12. Compliance With Law

Compliance with all applicable laws is an obligation of the Contractor under this Contract. All federal, provincial and local laws, including municipal By-laws, and regulations now or hereinafter enacted shall become a part of this Contract and must be complied with, in the performance of all portions of the Work. Without limiting the generality of the foregoing, the Contractor shall strictly observe all laws which regulate traffic on the highways, including municipal By-laws and the requirements of the Highway Traffic Act.

13. Occupational Health and Safety

- (a) Without limiting the generality of section 11 of this Contract, the Contractor must observe all laws relating to the safety of the public and its own employees, including The Occupational Health and Safety Act, RSO 1990, as amended, and all applicable

regulations thereunder. The Contractor is particularly advised that it will be considered to occupy the position of both constructor and employer within the meaning of the Act and will be deemed to have allowed for these responsibilities in calculating its Tender. Without limiting the generality of other provisions in this Contract which require the Contractor to indemnify and save harmless the Corporation, it is expressly agreed that the Contractor will indemnify and save harmless the Corporation, its agents and employees, from and against any and all liability for breaches of the said Statute by the Contractor. In the event that the Corporation detects breaches of the said Statute or observes unsafe conditions in the performance of the Contractor's obligations hereunder, the Corporation may direct the Contractor to take any necessary corrective action and the Contractor shall comply accordingly. Before commencing operations under this Contract, the Contractor shall prepare and provide to the Corporation a comprehensive safety policy and submit same to the Corporation for approval prior to the commencement of any Work. The Contractor shall comply with the requirements of the approved safety policy.

- (b) The Contractor shall give the necessary notice of Project as required under the Occupational Health and Safety Act, and shall provide the Corporation with a copy of such notice immediately thereafter.

14. WSIB

The Contractor prior to commencing the Project, Work or Supply,

- (a) shall submit to the City an original Clearance Certificate from the Ontario Workplace Safety and Insurance Board and shall provide additional certificates with respect to such coverage as often as the City deems necessary during the term of the Contract to ensure continued good standing with the Workplace Safety and Insurance Board; or
- (b) furnish proof in a form satisfactory to the City from the Workplace Safety and Insurance Board that the Contractor does not require Workplace Safety and Insurance Board insurance, but in such a case if the Contractor changes its status during the term of the Contract so that such coverage is required, the Contractor shall immediately provide the City with the certificate required under clause (a).
- (c) Where a substantial portion of the Work to be done under the Contract is to be carried out by a Sub-Contractor, the City may require the Contractor to furnish the same evidence as provided under subsection (14.1) (a) and (b).

15. Removal of Employee for Cause

Should any employee of the Contractor or any Sub-Contractor give any just cause for complaint (of which the Director of Property Management of the Corporation shall be the sole judge but which may include but which shall not be limited to the use of foul language or the use of drugs or alcohol while performing Works pursuant to this Contract), the Director of Property Management of the Corporation shall notify the Contractor in writing, stating the reasons therefor, and the Contractor shall dismiss such person forthwith and he/she shall not again be employed by the Contractor on the Project without the prior written consent in writing of the said Director of Property Management.

16. Insurance

- (a) Forthwith upon the execution of this Contract, the Contractor shall obtain a policy or policies of:
- (i) commercial general liability insurance insuring against damage or injury to persons or property with limits of not less than \$5,000,000 per occurrence or such greater amount as the Corporation may from time to time request;
 - (ii) standard form Ontario automobile liability insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence or such greater amount as the Corporation may from time to time reasonably request, in respect of the use or operation of licensed vehicles owned or leased by the Contractor for the provision of Services hereunder;
 - (iii) standard form non-owned automobile liability insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence or such greater amount as the Corporation may from time to time reasonably request, in respect of the use or operation of vehicles not owned or leased by the Contractor for the provision of Services hereunder;
 - (iv) where the services performed hereunder include construction services, Builder's Risk insurance with a policy limit equal to the Contract Price for the construction services;
 - (v) such other types of policies appropriate to the Work as the Corporation may reasonably require; and,
 - (vi) such other types of policies as a prudent Contractor in the position of the Contractor would procure in an engagement of the type described in this Contract.
- (b) Each of the policies of insurance described in (a) above shall:
- (i) include the Corporation as an additional insured;
 - (ii) contain a cross-liability clause;
 - (iii) contain a severability of interests clause endorsement;
 - (iv) provide that if cancelled or changed in any manner, thirty (30) days prior written notice by mail or facsimile transmission must have been given by the insurer to the Corporation failing which such cancellation or change shall be void as against the Corporation; and,
 - (v) be maintained in good standing without interruption during the entire period that services are provided pursuant to this Contract.
- (c) Forthwith upon the placement of the coverage described in (a) above (or any replacement coverage), and again at yearly intervals in the event that this Contract requires more than one year to complete, the Contractor shall supply an executed certificate of insurance which proves placement of the required coverage, to the Corporation . The Contractor shall neither perform nor be remunerated for any Work under this Contract unless and until the said insurance certificate has been provided.
- (d) The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety Insurance Board Act, and upon failure to do so, the Corporation may pay such assessment or

compensation to the Workplace Safety Insurance Board and shall deduct or collect such expenses pursuant to the provisions of this Contract. The Contractor shall, at the time of entering into the Contract with the Corporation, and every six months thereafter, provide a Certificate of Good Standing from the Workplace Safety Insurance Board proving that all assessment or compensations have been paid and that the Contractor and any Sub-Contractors have complied with the requirements of the Workplace Safety Insurance Board and are in good standing with the Board.

17. Confidential Information

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

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

18. Right of Ownership and Use

Upon completion or other termination of this Contract, all information, negatives from original photography, computer software, data, material, sketches, plans, designs, notes, documents, memoranda, specifications or other paper writing gathered, assembled, or prepared by the Contractor, its employees, servants, Sub-Contractors or agents (hereinafter collectively referred to as "the material") shall become the sole property of the Corporation including copyright with respect to all such material. The Contractor shall execute any documents required to give effect to the foregoing.

The Contractor waives in whole and in part any and all moral rights arising under the Copyright Act in the material as against the Corporation and anyone claiming rights of any such nature from or through the Corporation. Further, the Contractor represents and warrants that its employees, servants, Sub-Contractors and agents have waived or shall waive in whole and in part any and all moral rights arising under the Copyright Act in the material as against all parties, including the Contractor and the Corporation, and anyone claiming rights of any such nature from or through the Corporation.

The Corporation hereby grants the Contractor a non-exclusive perpetual, irrevocable, paid-up, royalty-free licence geographically limited to Canada, for the following uses only:

- (a) To write, publish, distribute and sell books and articles dealing with technical, design, or constructional aspects of the Project undertaken hereunder; and,

- (b) To promote itself as the creator of the material and its involvement in the Project undertaken hereunder.

19. Accessibility for Ontarians with Disabilities Act, 2002 and Barrier Free Design Guidelines

Third party Contractors who deal with the public or other third parties on behalf of the City, as well as Vendors 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 (Appendix A) (“Regulation”), under The Accessibility for Ontarians With Disabilities Act, 2005 (AODA). Pursuant to Section 6 of the Regulation, the Contractor shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the Goods and Services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The City of Brantford recognizes the Barrier Free Design Guidelines developed by the City of London, Ontario. All new and renovated facilities must be designed to meet or exceed these guidelines and comply with legislation concerning people with disabilities. Any deviations from the guidelines must be communicated to and prior approved by the City.

<http://www.london.ca/d.aspx?s=/Accessibility/accessibilitystandards.htm>.

20. Notification

Any notice required or permitted to be given under this Contract shall be given as follows:

The Corporation of the City of Brantford,
100 Wellington Square,
Brantford, Ontario
N3T 2M3
Attention: Chris Olszewski, Technical Services Coordination, Property Management

Name of Contractor
Address of Contractor
Attention:

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

21. Interpretation

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

22. Governing Law

This Contract shall be governed by the laws of the Province of Ontario and the laws of Canada, as applicable to the matters herein. Any action or other legal proceeding arising under or with respect to the Contract will be determined by a court of (or other forum) of competent jurisdiction within the Province of Ontario.

23. Relationship of the Parties

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

24. Successors and Assigns

- (a) This Contract shall enure to the benefit of and be binding on the parties hereto, and their respective heirs, successors, and assigns. Provided, however, that the Contractor shall not assign this Contract nor any interest therein without the prior written consent of the Corporation, and for the purposes of this Contract, assignment shall include any transfer in the majority Ownership or controlling interest in the Contractor, whether through the sale of shares, direct acquisition of assets or otherwise.
- (b) Where the Contractor intends to use the services of Sub-Contractors to complete its duties pursuant to this Contract, such Sub-Contractors must first be approved in writing by the Corporation. Where the identity of a Sub-Contractor was disclosed to the Corporation by the Contractor in its Tender documents during any bidding process preceding the award of this Contract, further disclosure of such Sub-Contractor shall not be required if the award of such Sub-Contract is in exact accordance with the previous disclosure.
- (c) Where the Contractor is permitted to use Sub-Contractors to complete its duties hereunder, the Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its Sub-Contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by the Contractor.
- (d) Where the Contractor has identified a particular site superintendent or Project Manager as part of the selection process under which it was awarded this Contract, the Contractor shall not reassign such site superintendent or Project Manager without having received the prior written approval of the Corporation. The foregoing shall not apply if the site superintendent or Project Manager is dismissed by the Contractor for cause, or quits the employ of the Contractor.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the Effective Date.

CONTRACTOR

Per: _____
Name:
Title:

Date

I/ we have the authority to bind the Contractor.

CORPORATION OF THE CITY OF BRANTFORD

Per: _____
Name:
Title:

Date

Per: _____
Name:
Title:

Date

SCHEDULE “A”

- Appendix ‘1’ General Conditions;
- Appendix ‘2’ Special Provisions;
- Appendix ‘3’ Specifications;
- Appendix ‘4’ Drawings;
- Appendix ‘5’ Supplier’s Specifications Reference Sheets
- Appendix ‘6’ Contractor’s Tender.

THE CORPORATION OF THE CITY OF BRANTFORD

NOTICE OF "NO BID"

**DESCRIPTION: RFT 12-03 CONTRACTOR REQUIRED FOR CLADDING RENOVATION OF TRANSIT
SERVIE CENTRE**

It is important that the City of Brantford receive a reply from all Bidders. Although there is no obligation to submit a Bid, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to the Purchasing Division at 519-752-7862 prior to the Closing Time and date indicated in the bid package.

- 1. We do not supply this product(s) or Services. _____
- 2. We cannot supply to the Specifications _____
- 3. Unable to quote competitively _____
- 4. Cannot bid due to present work load _____
- 5. Quantity is too large _____ too small _____
- 6. Unable to meet delivery/completion requirements _____
- 7. Patent or licensing restrictions _____

Other reasons/additional comments:

Do you wish to bid on these Goods/Services in the future? Yes _____ No _____

Company _____

Address: _____

Phone: _____ Fax: _____

Signature: _____ Title: _____

Name: _____ Date: _____

(print)

COURTESY LABEL:

From:



TENDER SUBMISSION – RFT 12-03

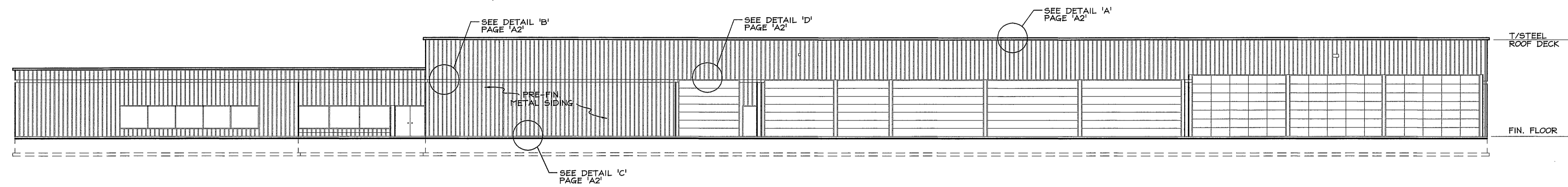
**CONTRACTOR REQUIRED FOR CLADDING RENOVATION OF TRANSIT SERVICE
CENTRE**

TO: THE CORPORATION OF THE CITY OF BRANTFORD
BID DEPOSIT BOX – PURCHASING DIVISION

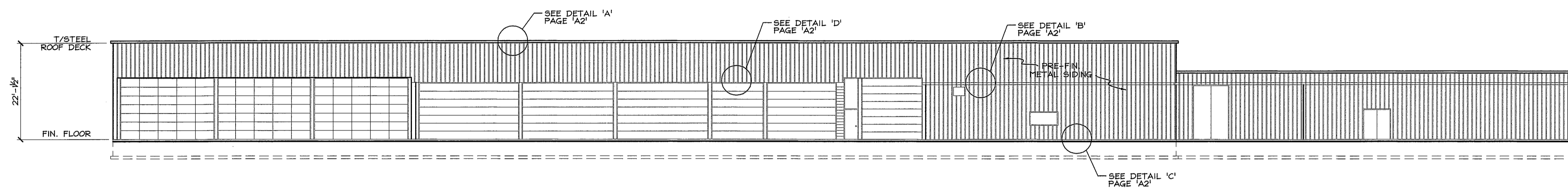
1 MARKET SQUARE, LOWER LEVEL, SUITE 120

BRANTFORD, ONTARIO, N3T 6C8

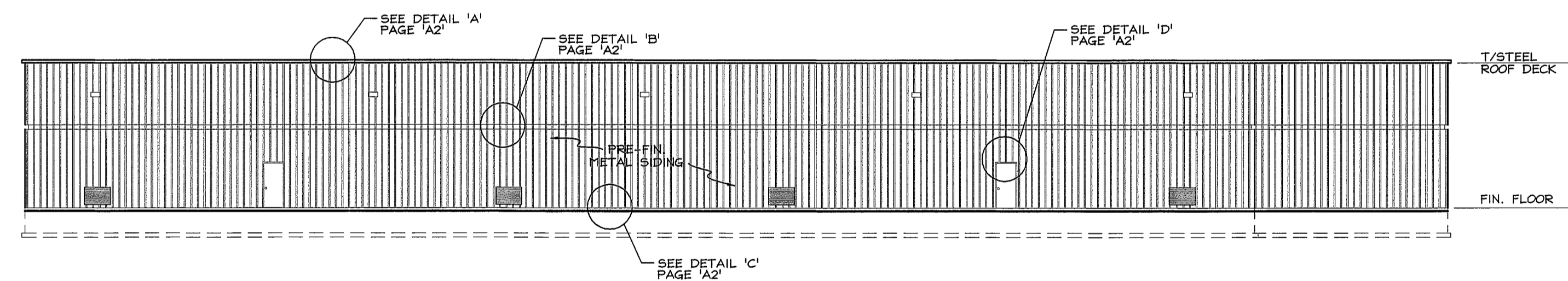
CLOSING DEADLINE – 2:00 P.M., Thursday, January 19, 2012



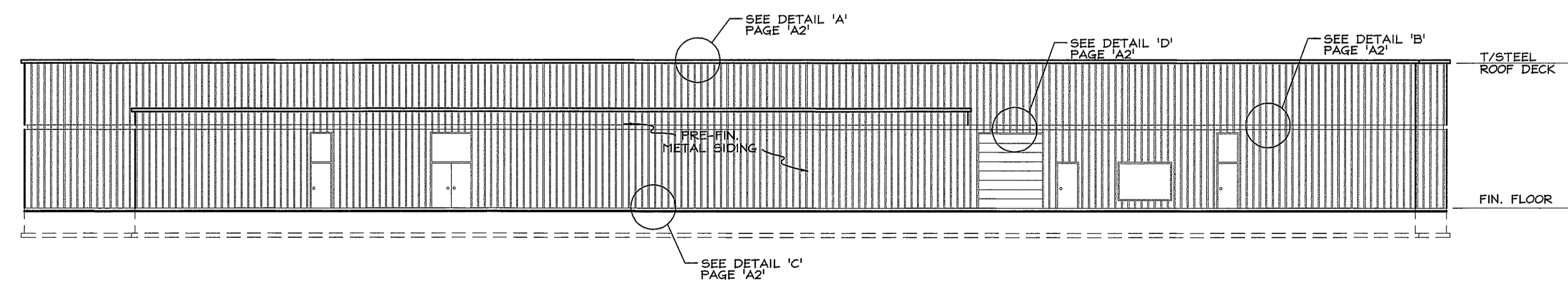
SOUTH ELEVATION
 AREA OF SIDING = 4068 sf
 SCALE: 1/16"=1'-0"



NORTH ELEVATION
 AREA OF SIDING = 4168 sf
 SCALE: 1/16"=1'-0"



EAST ELEVATION
 AREA OF SIDING = 4703 sf
 SCALE: 1/16"=1'-0"



WEST ELEVATION
 AREA OF SIDING = 4457 sf
 SCALE: 1/16"=1'-0"

NOTES:

1. ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE LATEST VERSION OF THE ONTARIO BUILDING CODE.

NO.	REVISION	DATE (MM/DD/YY)	BY

J.H. COHOON ENGINEERING LIMITED
 CONSULTING ENGINEERS

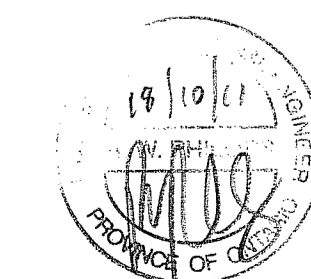
440 HARDY ROAD UNIT #1, BRANTFORD - ONTARIO, N3T 5L8
 TEL. (519) 753-2656 FAX. (519) 753-4263 www.cchooneng.com

PROJECT:
PROPOSED CLADDING RENOVATION
 400 GRAND RIVER AVE.
 CITY OF BRANTFORD

CLIENT:
 CITY OF BRANTFORD

EXISTING ELEVATIONS

DESIGN:	J.C.T.	SCALE:	1/16"=1'-0"
DRAWN:	A.J.J.	JOB No:	9768
CHECKED:	J.H.C.	DWG. No:	
SHEET:	1 of 1	DATE:	SEPT. 27/11



SUPPLIER'S SPECIFICATIONS REFERENCE SHEETS



FACT SHEET

WEATHERX

An Evolution in Paint Technology

WeatherX® is a unique Silicone Modified Polyester (SMP) paint system featuring a proprietary resin system that provides superior performance in colour and gloss retention as well as improved chalk resistance.

YOU HAVE TO HAVE A GOOD BASE...

Having a good base means applying a polyester based primer, with excellent flexibility to avoid adhesion loss during roll forming and superior corrosion resistance to help improve overall life expectancy of the finished product.

THE FINISHING TOUCH...

The finishing touch is the SMP topcoat. The new and unique resin system, combined with the best mix of ceramic and inorganic pigments available means an extensive colour palette with excellent film integrity and colour retention performance. WeatherX is flexible enough to perform extremely well in all roll form and trim applications, providing superior performance and durability at a great value.

THE BOTTOM LINE...

The bottom line is that the WeatherX system is designed specifically for agricultural, industrial, and pre-engineered building components and systems. Recognized for its remarkable colour retention and superior chalk resistance; the WeatherX paint system provides the best durability, colour selection and cost effectiveness in SMP technology available in the world today. Resistance to stains, abrasions and metal marking allows this system to endure the physical stresses of fabrication, transit and construction while minimizing cracking and marring.

WeatherX is available in a wide range of colours, limited only by your imagination. As an added feature, this system includes Solar Reflective (SR) formulations which are Energy Star® qualified and help towards earning LEED™ for steep slope roof applications.

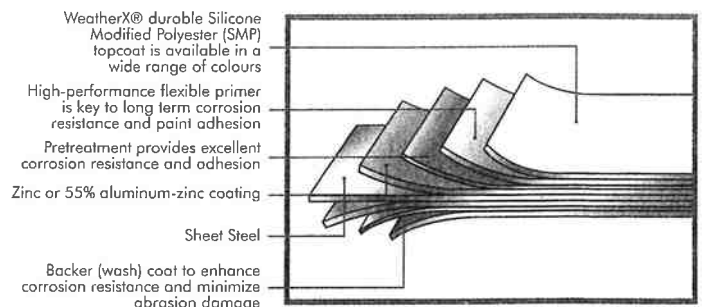
A superior performance specification supported by a 40 year limited warranty means VICWEST brings you both a name and a system you can trust.

For more information on the WeatherX paint system and pricing information contact your local Vicwest sales representative or visit: www.vicwest.com

GET THE FACTS ON WEATHERX® :

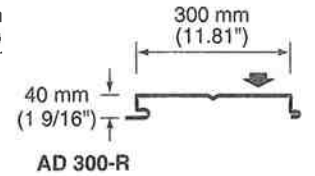
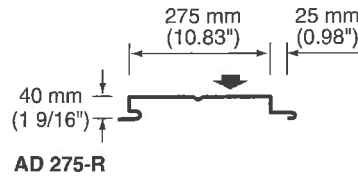
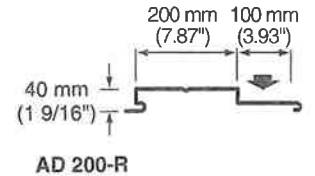
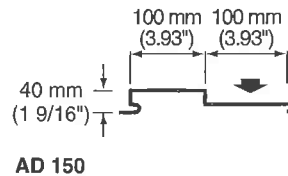
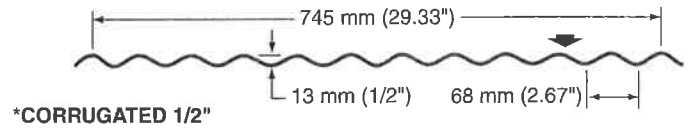
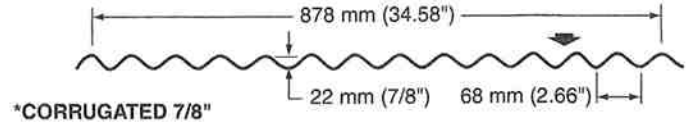
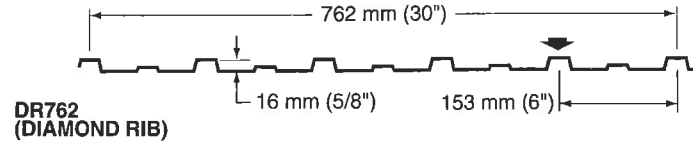
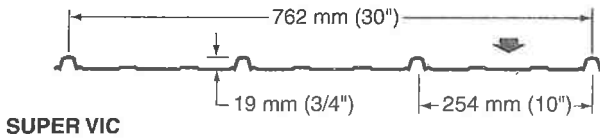
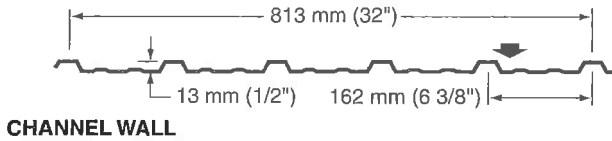
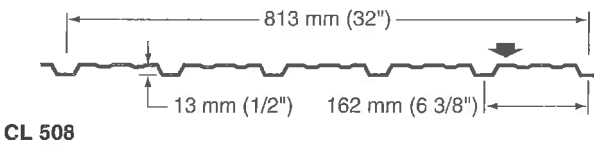
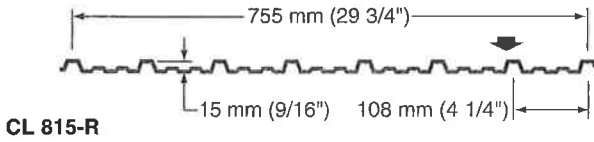
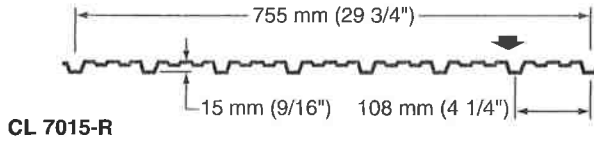
- WeatherX is a state-of-the-art silicone-modified polyester (SMP) topcoat applied over an upgraded flexible polyester primer.
- The WeatherX system is perfect for agricultural, industrial and pre-engineered metal building components and systems.
- Real time exposure and accelerated lab testing support the performance specification that includes superior colour retention and chalk resistance.
- Solar Reflective pigmentation meeting current cool roof standards.
- 40 year warranty for paint film integrity (resistance to cracking, chalking and loss of adhesion) valid throughout North American (Canada and the contiguous United States).
- The best mix of ceramic and inorganic pigments available which provide superior colour retention and resistance to fading relative to previous SMP topcoat systems.
- Colour selection including all the standards you are familiar with plus the ability to make a vast non-standard colour palette come alive.

All of this in a cost effective package from Vicwest.



*WeatherX is a trademark of the Valspar Corporation
01/16/08

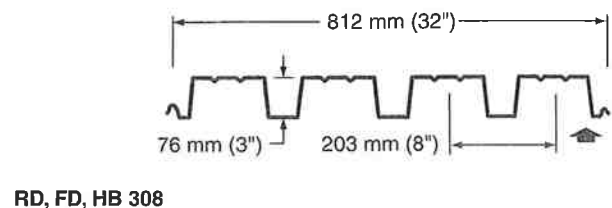
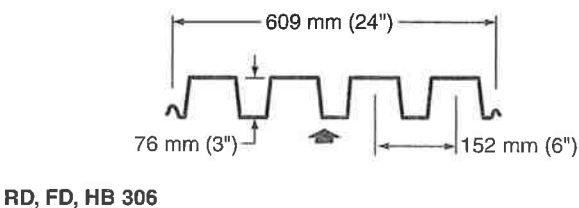
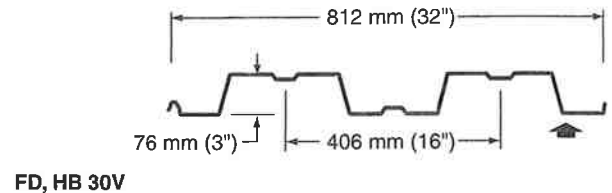
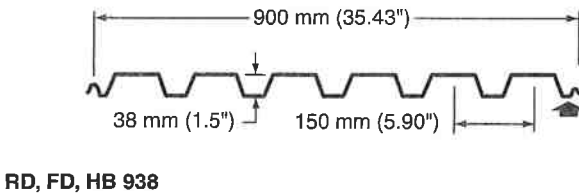
ROOF & WALL CLADDING PROFILES



Exposed side pre-painted.
 N.B: Profiles also available pre-painted both sides.
 * can be used as roof or wall cladding.
 ** can be used as roof cladding only.

In most instances, profiles with an "R" suffix, as illustrated, can also be fabricated without intermediate ribs ("SR" suffix).

DECK PROFILES



▲ pre-painted side

RD – Roof Deck

FD – Floor Deck

HB – Hi-Bond® Floor Deck

FLASHINGS & TRIMS

OUTSIDE CORNER	NO.	DIMENSION		
		A	B	C
	204	5/8" (16)	3/4" (19)	2-3/4" (70)
	504	15/16" (24)	1" (25)	2-3/4" (70)
	1104	1-5/8" (41)	1" (25)	3-1/4" (83)
	1404	2-7/8" (73)	1" (25)	5" (127)
	1804	4-1/16" (103)	1-1/2" (38)	5" (127)

INSIDE CORNER	NO.	DIMENSION		
		A	B	C
	201	5/8" (16)	3/4" (19)	
	501	15/16" (24)	1" (25)	
	1101	1-5/8" (41)	1" (25)	
	1401	2-7/8" (73)	1-1/2" (38)	
	1801	4-1/16" (103)	1-1/2" (38)	

OUTSIDE CORNER	NO.	DIMENSION		
		A	B	C
	206	5/8" (16)	2-3/4" (70)	
	506	1" (25)	2-3/4" (70)	
	1106	1-3/4" (44)	3-1/4" (83)	
	1406	3" (76)	5" (127)	
	1806	4-3/16" (106)	5-1/2" (140)	

INSIDE CORNER	NO.	DIMENSION		
		A	B	C
	208	5/8" (16)		
	508	1" (25)		
	1108	1-3/4" (44)		
	1408	3" (76)		
	1808	4-3/16" (106)		

OUTSIDE CORNER	NO.	DIMENSION		
		A	B	C
	EX-1	2-1/2" (64)		
	EX-2	4" (102)		

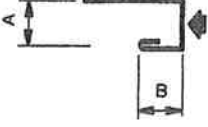
INSIDE CORNER	NO.	DIMENSION		
		A	B	C
	IN-1	2-1/2" (64)		
	IN-2	4" (102)		

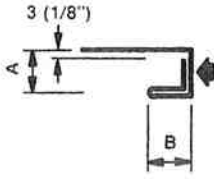
200 Series - CL 508/CHANNEL WALL, CL 7015/815 and 1/2" Corrugated
 500 Series - SUPER VIC, DR 762, 7/8" Corrugated
 1100 Series - CL 7040/840, CL 6025/725, CL 5022/622
 CL 3035/435 and AD 150/200/275/300
 1400 Series - CL 3070/470
 1800 Series - CL 3100/400


EXPOSED SIDE PREPAINTE
 (DIM.) = mm


All flashings/trims are available 10' - 0" long.
 Custom flashings to specific requirements are available upon request.
 Please consult your VICWEST representative.

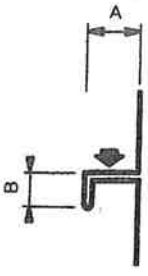
FLASHINGS & TRIMS

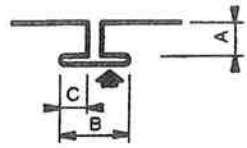
"J" TRIM	NO.	DIMENSION		
		A	B	C
	210	5/8" (16)	5/8" (16)	
	510	15/16" (24)	1" (25)	
	1110	1-5/8" (41)	1" (25)	
	1410	2-7/8" (73)	1-1/2" (38)	
	1810	4-1/16" (103)	1-1/2" (38)	

JAMB	NO.	DIMENSION		
		A	B	C
	213	5/8" (16)	5/8" (16)	
	513	15/16" (24)	1" (25)	
	1113	1-5/8" (41)	1" (25)	
	1413	2-7/8" (73)	1-1/2" (38)	
	1813	4-1/16" (103)	1-1/2" (38)	


CLOSURE	NO.	DIMENSION		
		A	B	C
	207	5/8" (16)		
	507	7/8" (22)		
	1107	1-1/2" (38)		
	1407	2-3/4" (70)		
	1807	4" (102)		

CONVERSION MOULDING	NO.	DIMENSION		
		A	B	C
	220	1 1/16" (17)	5/8" (16)	
	520	1" (25)	1" (25)	
	1120	2" (51)	1" (25)	
	1420	3-1/4" (83)	1-1/2" (38)	
	1820	4-7/16" (113)	1-1/2" (38)	

CONVERSION MOULDING	NO.	DIMENSION		
		A	B	C
	215	1 1/16" (17)	5/8" (16)	
	515	1" (25)	1" (25)	
	1115	2" (51)	1" (25)	
	1415	3-1/4" (83)	1-1/2" (38)	
	1815	4-7/16" (113)	1-1/2" (38)	

PARTITION MOULDING	NO.	DIMENSION		
		A	B	C
	221	5/8" (16)	2" (51)	3/4" (19)
	521	15/16" (24)	2-1/2" (64)	1" (25)
	1121	1-5/8" (41)	3-1/4" (83)	1" (25)

200 Series - CL 508/CHANNEL WALL, CL 7015/815 and 1/2" Corrugated
 500 Series - SUPER VIC, DR 762, 7/8" Corrugated
 1100 Series - CL 7040/840, CL 6025/725, CL 5022/622
 CL 3035/435 and AD 150/200/275/300
 1400 Series - CL 3070/470
 1800 Series - CL 3100/400
 All flashings/trims are available 10' - 0" long.
 Custom flashings to specific requirements are available upon request.
 Please consult your VICWEST representative.

 EXPOSED SIDE PREPAINTED
 (DIM.) = mm

FLASHINGS & TRIMS

CLOSURE	NO.	DIMENSION		
		A	B	C
	3003	*		

★ TO BE SPECIFIED

JAMB	NO.	DIMENSION		
		A	B	C
	211	5/8" (16)	5/8" (16)	*
	511	15/16" (24)	1" (25)	*
	1111	1-5/8" (41)	1" (25)	*
	1411	2-7/8" (73)	1-1/2" (38)	*
	1811	4-1/16" (103)	1-1/2" (38)	*

* 3/4" (19), 1-1/2" (38), 2" (51), 3" (76), 4" (102), 5" (127), 6" (152), 9" (229)

CLIP	NO.	DIMENSION		
		A	B	C
	3024			

SILL	NO.	DIMENSION		
		A	B	C
	3002	*		

* TO BE SPECIFIED

ROOF FLASHING	NO.	DIMENSION		
		A	B	C
	3022	*		

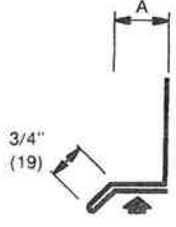
* 9" (229), 12" (305)

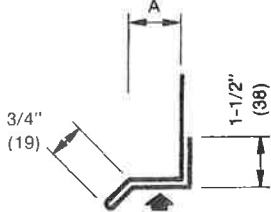
ROOF FLASHING	NO.	DIMENSION		
		A	B	C
	3023	*		

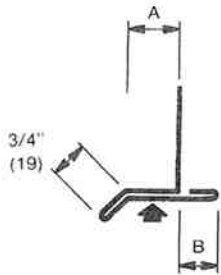
* 6" (152), 9" (229), 12" (305), 15" (381).

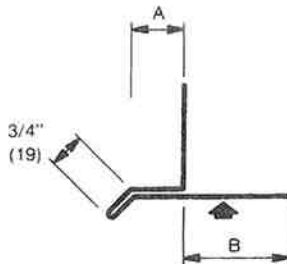
▲ EXPOSED SIDE PREPAINTED
(DIM.) = mm

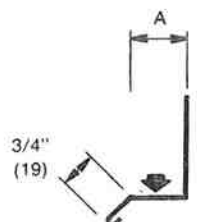
FLASHINGS & TRIMS


DRIP	NO.	DIMENSION		
		A	B	C
	216	3/4" (19)		
	516	1-1/8" (29)		
	1116	2" (51)		
	1416	3-1/4" (83)		
	1816	4-7/16" (113)		
	016	*		
	* TO SPECIFY			

DRIP	NO.	DIMENSION		
		A	B	C
	222	3/4" (19)		
	522	1-1/8" (29)		
	1122	2" (51)		
	1422	3-1/4" (83)		
	1822	4-7/16" (113)		
	022	*		
	* TO SPECIFY			


DRIP	NO.	DIMENSION		
		A	B	C
	217	3/4" (19)	*	
	517	1-1/8" (29)	*	
	1117	2" (51)	*	
	1417	3-1/4" (83)	*	
	1817	4-7/16" (113)	*	
	017	**	*	
	** TO SPECIFY * 3/4" (19), 1" (25), 1-1/2" (38), 2" (51), 2-1/2" (64), 3" (78), 3-1/2" (89), 4" (102), 4-1/2" (114), 5" (127)			

DRIP	NO.	DIMENSION		
		A	B	C
	218	3/4" (19)	*	
	518	1-1/8" (29)	*	
	1118	2" (51)	*	
	1418	3-1/4" (83)	*	
	1818	4-7/16" (113)	*	
	018	**	*	
	** TO SPECIFY * 3/4" (19), 1-1/2" (38), 2" (51), 3" (76), 4" (102), 5" (127), 6" (152), 9" (229)			

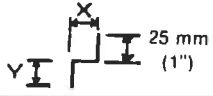
DRIP	NO.	DIMENSION		
		A	B	C
	219	3/4" (19)		
	519	1-1/8" (29)		
	1119	2" (51)		
	1419	3-1/4" (83)		
	1819	4-7/16" (113)		
	019	*		
	* TO SPECIFY			

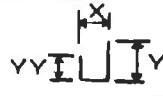
STARTER STRIP	NO.	DIMENSION		
		A	B	C
	223	3/4" (19)		
	523	1-1/8" (29)		
	1123	2" (51)		
	1423	3-1/4" (83)		
	1823	4-7/16" (113)		

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 CL 3035/435 and AD 150/200/275/300
 1400 Series - CL 3070/470
 1800 Series - CL 3100/400
 All flashings/trims are available 10' - 0" long.
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 EXPOSED SIDE PREPAINTED
 (DIM.) = mm

SUB-GIRTS

STANDARD IN 10' - 0" (3048 mm) LENGTHS	NOTCHED FOR L800 PROFILE IN 31" LENGTHS		
		DIMENSION	
NO.	NO.	X	Y
Z-75	—	3/4" (19 mm)	1-29/64" (37 mm)
Z-100	—	1" (25 mm)	1-33/64" (38 mm)
Z-150	ZE-150	1-1/2" (38 mm)	1-13/32" (36 mm)
Z-200	ZE-200	2" (51 mm)	1-13/32" (36 mm)
Z-250	ZE-250	2-1/2" (64 mm)	1-17/32" (39 mm)
Z-300	ZE-300	3" (76 mm)	1-7/8" (48 mm)
Z-350	ZE-350	3-1/2" (89 mm)	1-3/8" (35 mm)
Z-400	ZE-400	4" (102 mm)	2-3/64" (52 mm)
Z-450	ZE-450	4-1/2" (114 mm)	1-35/64" (39 mm)
Z-500	ZE-500	5" (127 mm)	1-1/2" (38 mm)
Z-550	ZE-550	5-1/2" (140 mm)	1-1/2" (38 mm)
Z-600	ZE-600	6" (152 mm)	1-13/16" (46 mm)

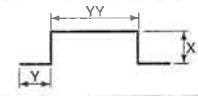
STANDARD IN 10' - 0" (3048 mm) LENGTHS			
	DIMENSION		
NO.	X	Y	YY
U-75	3/4" (19 mm)	3-5/8" (92 mm)	1-1/2" (38 mm)
U-100	1" (25 mm)	3-3/8" (86 mm)	1-1/2" (38 mm)
U-150	1-1/2" (38 mm)	2-7/8" (73 mm)	1-1/2" (38 mm)
U-200	2" (51 mm)	2-5/8" (67 mm)	1-1/4" (32 mm)
U-250	2-1/2" (64 mm)	3-3/64" (77 mm)	1-1/2" (38 mm)
U-300	3" (76 mm)	2-35/64" (65 mm)	1-1/2" (38 mm)
U-350	3-1/2" (89 mm)	2-19/64" (58 mm)	1-1/4" (32 mm)
U-400	4" (102 mm)	3-5/16" (84 mm)	1-1/2" (38 mm)
U-450	4-1/2" (114 mm)	2-13/16" (71 mm)	1-1/2" (38 mm)
U-500	5" (127 mm)	2-9/16" (65 mm)	1-1/4" (32 mm)
U-550	5-1/2" (140 mm)	3" (76 mm)	1-1/2" (38 mm)
U-600	6" (152 mm)	2-3/4" (70 mm)	1-1/4" (32 mm)

* Notched sub-girts are also available for the "CHANNEL-WALL" profile.



VICWEST reserves the right to change dimensions, (except the "x" dimension), without notice.

For other lengths and/or dimensions, please consult VICWEST.



			
	DIMENSION		
NO.	X	Y	YY
H-62	5/8" (16)	13/16" (21)	1 1/2" (38)
H-75	3/4" (19)	1" (25)	1 1/2" (38)
H-100	1" (25)	3/4" (19)	1 1/2" (38)
H-150	1 1/2" (38)	1 1/16" (27)	1 1/2" (38)
H-200	2" (51)	3/4" (19)	2" (51)
H-250	2 1/2" (64)	21/32" (17)	2 1/2" (64)
H-300	3" (76)	1 3/8" (35)	3" (76)

FASTENERS

<p>SELF-TAPPING SCREW</p>  <p>14 TYPE AB</p>	<p>MATERIAL: Hardened carbon steel shank with heavy cadmium plating and a chromate finish.</p> <p>AVAILABILITY: 3/4" to 1 1/2" long. Galvanized, Prepainted and Coloured Nylon Head.</p> <p>APPLICATION: Used to fasten exterior and interior profiles, steel or aluminum, to steel and/or wood structural supports.</p>
<p>SELF-DRILLING SCREW</p>  <p>14 - 10</p>	<p>MATERIAL: Hardened carbon steel shank with heavy cadmium plating and a chromate finish.</p> <p>AVAILABILITY: 1", 1 3/8" and 2" long. Galvanized, Prepainted and Coloured Nylon Head, with or without SkirtNeo washer.</p> <p>APPLICATION: 1" long - Used to fasten exterior and interior profiles, steel or aluminum, to sub-girts and/or steel structural supports up to 1/8" (3mm) thick maximum. 1 3/8" & 2" long - Used to fasten exterior and interior profiles, together with roll-type insulation, to steel structural supports up to 1/8" (3mm) thick maximum.</p>

CLOSURES

TYPES:

1. Metal closures to match finish of metal cladding.
2. Foam closures.

AVAILABILITY:

Both metal and foam closures are available for installation over and under panel for most **VICWEST** profiles.

APPLICATION:

Metal closures are used to fill the voids of the exterior panel at base and top of wall. These closures allow air circulation within the panel between the exterior sheet and insulation to control condensation.

Foam closures are used to seal in weathertight and/or airtight installations.

Translucent Fibreglass Panels are available in most **VICWEST** profiles.

N.B: For availability and colour selection of all these products, please contact **VICWEST**.



*Providing Solutions for
the Building Envelope*

