



THE CORPORATION OF THE CITY OF MARKHAM
101 Town Centre Boulevard
Anthony Roman Centre
Markham, Ontario
L3R 9W3

REQUEST FOR TENDER
117-T-24
MARKHAM MUSEUM BURKEHOLDER RENOVATION

CLOSING TIME: **Friday, April 26, 2024 @ 3:00:00 p.m. local time**

MANDATORY SITE MEETING: **Tuesday, April 16, 2024 @ 10:00 a.m. local time (See Section 9)**
Markham Museum
9350 Markham Rd, Markham, ON L3P 3J3

**This bid is invitational only to those submitted and qualified under prequalification:
“097-P-23 Prequalification for City-Wide General Contractors”**

BID SUBMISSION

The Corporation of the City of Markham shall **ONLY** accept **ELECTRONIC BID SUBMISSIONS** submitted through email to the project manager Vicky Chan, email: VickyChan@markham.ca. Bid submissions submitted and/or received by any other method shall be rejected, unless the City has instructed otherwise by published Addendum.

All Bids must be submitted electronically via email, no later than the specified Closing Time. Late Bids will not be accepted.

Bidders are cautioned that the timing of Bid submission is based on when the Bid is RECEIVED, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc.

PROCUREMENT REPRESENTATIVE

Darius Chung, Senior Buyer, Procurement Services Department
Phone: 905-477-7000, Ext. 2025 Email: dchung@markham.ca

NOTE: Bid questions and submissions are to be submitted through the Bidding System.

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SCHEDULE A – BID FORMS

The following sections of the Bid Form are required to be completed by the Bidder:

- 1. Specifications**
 - **Quality Assurance Requirement**
- 2. Schedule of Prices**
 - **Payment Terms**
 - **Bid Price**
 - **Cash Allowance**
 - **Provisional Items**
 - **Summary Table**
- 3. References**
 - **Reference List**
 - **Unresolved Litigation**
- 4. Subcontractors**
 - **Relevant Subcontractor List**
- 5. Declarations**

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Note: Schedule A above is an electronic section that needs to be inputted on <https://markham.bidsandtenders.ca> in order to create a Bid submission. The inclusion of this section in this bid document is for preview purposes only.

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1. PROJECT DESCRIPTION

The City is soliciting Bids for the renovation work at the Burkholder House at the Markham Museum.

2. GENERAL CONDITIONS OF THE CONTRACT

2.1 SUCCESSFUL BIDDERS RESPONSIBILITIES AND CONTROL OF THE WORK

- i. The Successful Bidder shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents;
- ii. The Successful Bidder shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work under the Contract;
- iii. The Successful Bidder shall perform its work in a good and workmanlike manner and in accordance with the drawings and specifications of the Contract;
- iv. The Successful Bidder shall provide competent supervision and Key Personnel with the requisite skill and expertise to perform the Work;
- v. The Successful Bidder shall employ suitable equipment and Key Personnel to verify the Work was deployed/installed/implemented per the Contract Documents; and,
- vi. The Successful Bidder shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction safety legislation.

2.2 SUB-SURFACE CONDITIONS OF THE CONTRACT

- vii. The Successful Bidder shall conduct their own due diligence regarding site conditions affecting work to be done and labour and materials to be furnished for completion of the Contract, etc., (without reliance on any reports, drawings etc. provided by the City, the Consultant or their respective representatives);
- viii. The Successful Bidder acknowledges any data received by the City was compiled for the use of the City. No responsibility will be assumed by the City for the correctness or completeness of the data and should any such data be found to be incorrect or incomplete, the Successful Bidder shall have no claim on that account;
- ix. The Successful Bidder shall review the Contract Documents and shall promptly report to the City and the Consultant any error, inconsistency or omission it may discover. If the Successful Bidder does discover any error, inconsistency or omission in the Contract Document it shall not proceed with the work affected until it has received corrected or missing information from the City or the Consultant. Additional work necessary due to the failure of the Bidder to obtain clarification shall be performed at the Successful Bidders expense.

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3. CONTRACT

By submitting a completed Bid Form, the Bidder agrees to be bound by the terms and conditions of this Request for Tender and the following: The City's General Terms and Conditions (attached hereto) and the City's Purchasing By-law # 2017-8, which can be found on the City's website:

<https://www.markham.ca/wps/portal/home/business/bids-tenders/bylaw-terms-and-conditions/05-by-law-terms-and-conditions>

All capitalized terms used herein and not otherwise defined shall have the meanings assigned in the City's *General Terms and Conditions*.

The evaluation of the Bid prices will be based on the **Bid Price (Excluding Taxes) set out in the "Summary Table"**. **Submission of the Bid Price (Excluding Taxes) in the Summary Table is a MANDATORY requirement of this Request for Tender. The failure by a Bidder to submit the Bid Price (Excluding Taxes) shall result in the Bid being rejected as non-compliant.**

The Bidder agrees that this Request for Tender, the City's *General Terms and Conditions (Parts I and III)*, the Successful Bidder's submission, the Purchase Order, and any other written agreement between the City and the Successful Bidder regarding the Work shall form the Contract between the City and the Successful Bidder.

4. CONTRACT TERM & WARRANTY

4.1 The Warranty Period for improper workmanship and defective Materials is two (2) years from the Work completion date. If the warranty period is noted elsewhere in the Bid document, the longer warranty period shall apply;

4.2 All the Work must be completed by **July 19, 2024, or earlier** ("Contract Time") unless otherwise specified in the Contract.

Note: It is the Successful Bidder's responsibility to maintain insurance documentation until the end of the warranty period and forward updates to the Procurement Division prior to the expiry date.

5. VENDOR PERFORMANCE EVALUATION

The performance of the Successful Bidder will be evaluated at the completion of the Work based on the criteria and metrics outlined in the City of Markham's "Vendor Performance Management" procedures. The City's Project Manager will use a pre-determined scorecard to ensure an objective assessment of a Vendor's or Service Provider's performance, by applying established evaluation criteria such as: Quality, Project Management (Health and Safety, Schedule Management, Communications), cost control (budget management) and performance of product during warranty period.

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Performance evaluation may be used to provide feedback to the Vendor/Service Provider; to provide the Vendor/Service Provider with the opportunity to implement performance improvements during the Contract; and to justify an award or non-award of future Contracts by the City in accordance with the terms of the City of Markham's "Vendor Performance Management" procedures. Continued incidence of non-compliance can be reflected in the Vendor/Service Provider's performance evaluation and may affect the ability to work for the City in the future.

6. QUALITY ASSURANCE

The Contractor shall meet the following criteria:

- 6.1** The Contractor and their sub trades must have a **minimum of 10 years of relevant work experience** related to building renovation projects;
- 6.2** The Contractor must submit a minimum of **3 completed reference projects** within the last 7 years that are representative of the scope of this project;
- 6.3** The Contractor must be able to supply the resources to complete the work in the allotted time.

7. SPECIFICATIONS AND SCOPE OF WORK

The Specifications and Scope of Work (collectively, the "Work") for this project are as set out in this Request for Tender, as may be amended by addendum issued by the City.

The Contractor shall provide all required labour, materials, and equipment for the Work, including mobilization, demobilization, site safety, administration, site clean-up, warranties, general requirements, barriers, temporary works, protection, signage, traffic control, management, salvage of removed materials, and offsite disposal of confirmed waste materials. Work includes, but not be limited to the following:

Exterior Works on Burkholder House:

- 7.1 Reglaze nine (9) existing windows: four (4) windows on south wall and five (5) windows on west wall;
- 7.2 Replace three (3) existing windows: two (2) bottom windows on south wall and one (1) top window on north wall;
- 7.3 Repair six (6) existing window frames: five (5) window frames on west wall and one (1) window frame at the top on north wall;
- 7.4 Localized siding and batten repair on the north sides (2 locations);
- 7.5 Replace one (1) existing stair with double railing at the small porch; and
- 7.6 Remove all existing paint, sand, and repaint all exterior surfaces including siding, columns, fascia, soffit, eavestrough, windows, window frames, doors, door frames, etc., to match existing color

Exterior Works on Burkholder Carriage House (Provisional Items):

- 7.7 Remove all existing paint, sand, and repaint all exterior surfaces including siding, fascia, soffit, eavestrough, windows, window frames, doors, door frames, etc., to match existing color.
- 7.8 Reglaze two (2) existing windows: one (1) window on south wall and one (1) window on west wall;

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Interior Works on Burkholder House:

- 7.9 Replace two (2) kitchen countertops and two (2) washroom countertops with new synthetic quartz countertops in neutral color. Contractors to submit sample of new countertop for City approval prior to ordering the new countertop;
- 7.10 Replace one (1) double kitchen sink including faucet and three (3) bathroom sinks (one downstairs and two upstairs) to match existing;
- 7.11 Replace two (2) faucets in the washroom upstairs;
- 7.12 Remove existing toilet and seal off the opening in the washroom upstairs;
- 7.13 Replace existing toilet paper holder and rack in the washroom downstairs;
- 7.14 Repaint all interior surfaces including ceiling, window frames, doors, door frames, closet doors, fire door (to the basement), railing (upstairs), drywall, baseboard, etc., excludes the ceiling in the foyer by the main entrance on the ground floor;
- 7.15 Refinish (sand, stain and varathane) all existing wood flooring;
- 7.16 Remove all existing carpet and replace with laminate flooring to match the style and color of existing wood flooring on site. Contractors to submit sample of new laminate flooring for City approval prior to ordering.

Interior Works on Burkholder House (Provisional Items):

- 7.17 Replace one (1) existing air-conditioning unit;
- 7.18 Replace the existing cabinet in the washroom downstairs.

Note: It is the responsibility of all Bidders to have a clear understanding of the scope of Work, **verify measurements and site conditions during the mandatory site visit**, and to request clarification and/or information on any matter that they consider unclear before submitting a Bid. All requests for clarifications will be addressed through an addendum issued through the Bidding system prior to Bid Closing.

8. ANTICIPATED SCHEDULE

It is anticipated that the procurement process will be administered as follows:

Mandatory Site Meeting	Tuesday, April 16, 2024 @ 10:00 a.m. local time
Deadline for submitting questions	Friday, April 19, 2024, by 5:00 p.m.
Closing Time	Friday, April 26, 2024 @ 3:00:00 p.m. local time
Award time frame	May 2024
Project Completion by	July 19, 2024

Note: Although every effort will be made to adhere to this schedule, the City, in its sole discretion, reserves the right to change the dates without notification as and when required. This schedule is for information purposes only and is not to be relied upon.

9. MANDATORY SITE MEETING

A MANDATORY site meeting has been scheduled on **Tuesday, April 16, 2024 @ 10:00 a.m. local time** at the Markham Museum located at 9350 Markham Rd, Markham, ON L3P 3J3. **Meeting location for this mandatory site meeting is inside Mount Joy Schoolhouse (red brick building at the north side of the site) at the Markham Museum.**

Only those Bidders whose attendance is registered at the site meeting by the City will be permitted to submit a Bid in response to this Request for Tender.

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10. WORK SCHEDULES & HOURS OF WORK

- 10.1** The Contractor shall be responsible to coordinate and execute continuous service utilizing sufficient workers on all Work under this Contract. The Work is to be done on a continuous basis until completed for each area.
- 10.2** Regular work hours for the duration of the Work are between **8:00 a.m. to 5:00 p.m.** Monday-Friday, excluding holidays. **All field work shall commence immediately once the contract is awarded in May 2024.**
- 10.3** Written approval from the City Project Manager is required to work at any other time.
- 10.4** Additional access to the facility can be coordinated with the Project Manager. The City will NOT be responsible for any overtime payments or any additional costs should the Contractor perform night and weekend work.
- 11.4** **A proposed work schedule shall be submitted by the Successful Bidder within one week of notification of award of contract for approval by the City.**

Note: Markham Museum will remain in operation throughout the work period. All works must be performed with minimal disruption to normal operations or activities. It is imperative that the site be maintained safe and clean for access throughout the work period. Please refer to City of Markham's General Terms and Conditions for details.

11. CONTRACTOR'S RESPONSIBILITY

- 11.1** A preconstruction photographic or video record of existing damage to the facility (interior and exterior), site and adjacent facilities is to be created by the Contractor prior to mobilizing on site. The record of existing damage is to be provided to the City and Consultant prior to the start of the Work. Special attention should be paid to areas with evidence of past leakage and set up areas where damage to the site and properties is likely to occur;
- 11.2** Any damage reported that is not noted in the preconstruction photographic or video record during the construction is to be repaired by the Contractor to match the pre-existing condition at no additional cost;
- 11.3** The Contractor is to take all necessary precautions to prevent damage to the building and surrounding buildings and site. Any damage to the buildings or site is to be reported to the Facility operator as soon as possible to complete repairs and to prevent facility downtime;
- 11.4** The Contractor is to take necessary measures to contain dust within the work area and to also prevent construction debris from exiting the site. The Contractor is to perform clean up at the end of each work day to ensure a safe work environment;
- 11.5** The Contractor shall keep the work area clean at all times. The Contractor shall perform a final cleaning upon completion of the Work;
- 11.6** The Contractor shall dispose all debris, packaging and waste material off site. City of Markham waste bins shall not be used to dispose waste materials;
- 11.7** **The Contractor is to pay for additional site visit(s) to be completed by the Consultant due to construction delays caused by the Contractor.** The Contractor

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is to keep the Consultant aware of the progress of the work so they are available to review critical components of the work;

- 11.8** The Contractor shall deliver products to site with seals and labels intact, in manufacturers' original containers, dry and undamaged;
- 11.9** The Contractor shall deliver, handle and store materials in accordance with manufacturers' printed instructions;
- 11.10** All work must be conducted in good workmanship manner and in accordance with the Ontario Building Code, the current Occupational Health and Safety Act, Contract documents and all applicable regulations;
- 11.11** A cash allowance of \$5,000 (excluding HST), is included in the contract for minor site retrofit. Expenditures from cash allowance included in the contract require authorization in writing by the consultant or City.

12. CITY OF MARKHAM CONTRACTOR'S SAFETY PROGRAM

The Successful Bidder must comply with the City of Markham's Contractor Safety program including (as a minimum):

- 12.1** Provision of a properly completed Contractor Safety Pre-start Submission Checklist and supporting documentation;
- 12.2** Attendance by the successful bidder to the Contractor Pre-start Safety Meeting;
- 12.3** All other requirements of the City's Contractor Safety Program that pertain to this project will be communicated by the City's Project Manager to the successful bidder prior to commencement of the project;
- 12.4** Compliance by the Contractor is mandatory;
- 12.5** Once a contract is awarded, failure to comply with any aspect of the City's Contractor Safety Program, or any observation by the City or Ministry of Labour of a health and safety legislative violation on the part of the Contractor is fair and reasonable grounds, on the part of the City, to terminate the contract without penalty to the City;

13. INSTRUCTIONS FOR BID BOND AND AGREEMENT TO BOND

- 13.1 Bid Bond and Agreement to Bond must be submitted with your email bid submission labeled "Bid Bond" and "Agreement to Bond".
- 13.2 Bid Bond and Agreement to Bond shall be in digital format only. Please refer to the information for this type of Bid Bond found on the Surety Association Canada's website. The information on this site includes the following:
 - A list of third parties that provide online surety digital bond services such as Mobile Bonds or Xenex. The City does not endorse or promote any third party digital bond service provider.
 - An industry checklist which Digital Bonds provided should meet.
- 13.3 All instruction details for accessing authentication should be included with the up-loaded Bond.
- 13.4 All Bonds must be issued by a surety company licensed to issue surety bonds in the Province of Ontario.

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- 13.5 If the City is unable to verify the Bid Bond and/or Agreement to Bond requirements, upon request by the City, the Bidder shall be given five (5) business days to remedy the verification to the City's satisfaction, otherwise Bidders will be disqualified.

14. BID BOND

A Bid Bond **must be submitted with the Bid** in the amount of ten thousand dollars (\$10,000). Bid Bonds must be irrevocable and open for bid acceptance for at least ninety (90) days from the date Closing Time.

If a Bid is accepted and the Bidder fails to accept a Purchase Order for the Work, or provide the other necessary bonds or documents required after the award of the Contract, the Bid Bond may be enforced by the City.

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15. AGREEMENT TO BOND

AGREEMENT TO BOND

We, the Undersigned, hereby undertake and agree with The Corporation of the City of

Markham to become bound as Surety for _____

(Bidder)

for the written Bid submitted by the Bidder to the City dated _____,

(Date)

for _____

(Tender Document Name and Number)

and any subsequent Purchase Order (Collectively, the "Contract) for the Performance Bond and Labour and Materials Bond in an amount equal to **50%** percent each of the **Total Bid Price (including taxes)** for the prompt and proper performance of the Work specified in the Contract. If our Principal's Bid is accepted by you, such Performance Bond and Labour and Materials bond is to provide for a warranty / maintenance period of **TWO (2) YEARS FROM THE SUBSTANTIAL COMPLETION OF THE WORK.**

As witness our corporate seal, testified by the hand of the proper officer thereunto duly authorized.

DATED this _____ day of _____.

(Name of Surety)

(Address)

(Signature)

(Name: please print)

(Title)

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16. PERFORMANCE BOND/LABOUR AND MATERIALS BOND

After award of the Contract to the Successful Bidder and prior to the issuance of a Purchase Order, the Successful Bidder shall provide a Performance Bond and a Labour and Materials Bond, in an amount specified in this Request for Tender, and in a form acceptable to the City (in its sole discretion).

The Performance Bond and Labour and Materials Bond shall be provided at the Bidder's cost, in favour of the City of Markham, in order to secure the due and faithful performance of the Contract during the initial term and any renewal term.

Each of the Performance Bond and Labour and Materials Bond shall be for **50%** of the **Total Bid Price (including taxes)**. If the Successful Bidder fails to meet the requirements of this section within ten (10) business days of receipt of the award letter, the City of Markham shall (in its sole discretion) cancel the award and enforce the Bid Bond.

Should the Successful Bidder, in the performance of the Contract, fail to fulfill any of the requirements of the Contract, the Performance Bond and the Labour and Materials Bond may be enforced by the City.

NOTE:

The following forms are required for completion by the Successful Bidder:

• **Form 31 - Labour and Material Bond**

<http://ontariocourtforms.on.ca/static/media/uploads/courtforms/cla/31/form31-rev0119-fil-en.doc>

• **Form 32 - Performance Bond**

<http://ontariocourtforms.on.ca/static/media/uploads/courtforms/cla/32/form32-rev0119-fil-en.doc>

17. AMENDMENTS TO THE CITY'S GENERAL TERMS AND CONDITIONS

The following amendments shall apply to the City's *General Terms and Conditions* for the purposes of this Request for Quotation:

Revision to Part III, Section 16.1 Insurance:

- a. Delete section 16.1(a) (iv) an exception to the pollution liability exclusion for Hostile Fire, or an endorsement adding back in coverage for Hostile Fires where there exists an absolute pollution exclusion;
- b. Delete: Part III, Section 16.1(c) (Professional Liability Insurance), as follows:

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(c) Professional Liability Insurance, in a minimum amount of \$1,000,000.00 inclusive per claim and \$2,000,000.00 in the aggregate for each policy period. Upon completion of the Warranty Period the policy shall remain in force for twelve (12) months; and

GENERAL TERMS AND CONDITIONS - CONTRACTOR

PART I – DEFINITIONS

The terms below shall have the following meanings:

“**Bid**” means the offer of a Bidder to furnish goods or services in response to a Quotation issued by the City.

“**Bidder**” means any individual, corporation or other person submitting a response to a Quotation issued by the City. “**Bid Form**” means the “Bid Form” section of the Quotation, which must be completed by the Bidder and include the Bid Price and the signature of the authorized signing representative(s) of the Bidder.

“**Bid Price**” means the total bid price for the Work as specified in the Bid, EXCLUDING all applicable taxes.

“**Bidding System**” means the City’s online web-based solution for issuing solicitations and/or receiving online bid submissions and posting bid results.

“**Business Days**” means a day other than a Saturday, Sunday, statutory holiday or other holiday that is observed by the City.

“**City**” means The Corporation of the City of Markham, and shall include any elected official, director, officer, employee or agent of the City who has been authorized to act on its behalf.

“**Closing Time**” means the date and time that all Bids must be received by the City as specified in the Quotation.

“**Competent Person**” means a person who is qualified because of knowledge, experience and training to organize the Work and its performance, is familiar with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and Regulations, as amended, that apply to the Work, and has knowledge of any potential or actual danger to health or safety in the workplace. “**Conflict of Interest**” means a situation in which the personal, private or commercial interests of a Bidder, Contractor or Subcontractor (or their directors, officers, employees, or agents) conflict with the interests of the City.

“**Contract**” means the legally binding agreement between the City and the Successful Bidder, which agreement is comprised of the Quotation, the Bid, the Purchase Order and any other written agreement between the City and the Successful Bidder regarding the Work, unless otherwise specified in the Quotation.

“**Contract Award**” means the notice in writing (signed by a duly authorized representative of the City) that a Bidder has been selected as the Successful Bidder for the purposes of a Quotation.

“**Contractor**” means the Successful Bidder which has been awarded the Contract by the City for the Work.

“**Council**” means the Council of The Corporation of the City of Markham.

“**Deliverables**” means all services, materials, plans, designs, drawings, data, products, equipment, devices, hardware, software or other deliverables created, developed, prepared or provided by or on behalf of the Contractor in connection with the Work or the Contractor’s obligations under the Contract.

“**General Terms and Conditions**” mean the City’s *General Terms and Conditions*, as may be revised by the City from time to time.

“**Purchase Order**” means the form of purchase order used by the City to procure goods and/or services.

“**Purchasing By-law**” means the by-law enacted by Council with respect to the procurement of goods and/or services by the City, which by-law may be revised by Council from time to time.

“**Quotation**” means a request for quotation, request for proposal, request for tender, request for pre-qualification, expression of interest (and any addenda thereto issued by the City) or other document by which Bids are solicited by the City.

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“**Successful Bidder**” means the Bidder which has been awarded the Contract by the City for the Work.

“**Subcontractor**” means the individual, corporation or other person engaged by the Contractor to complete a portion of the Work.

“**Total Bid Price**” means the total bid price for the Work as specified in the Bid, INCLUDING all applicable taxes.

“**Work**” means the labour, materials, products, equipment and/or services specified in the Quotation and, upon Contract Award, required to complete the requirements of the Contract.

PART II – INSTRUCTIONS TO BIDDERS

1. QUOTATION PROCESS

By submitting a Bid in response to a Quotation, the Bidder agrees to be bound by the terms and conditions of the Quotation and the City’s *General Terms and Conditions* and *Purchasing By-Law #2017-8*, which can be found on the City’s website:

<https://www.markham.ca/wps/portal/home/business/bids-tenders/bylaw-terms-and-conditions/05-by-law-terms-and-conditions> or from the City.

2. MANDATORY REQUIREMENTS

The failure by a Bidder to comply with any requirement of a Quotation which is identified as “MANDATORY” shall result in the Bid being rejected as non-compliant.

3. MANDATORY SITE MEETING

If a Quotation indicates that a MANDATORY site meeting shall be held, all Bidders must attend the site meeting (on the date and time indicated) and register with the City’s representative. Failure to attend and register shall result in the Bid being rejected as non-compliant.

4. BIDDER’S RESPONSIBILITY

4.1 It is the Bidder’s responsibility to examine all components of the Quotation, including all appendices, schedules, forms and addenda, and to seek clarification of any requirement that they consider unclear before submitting a Bid. The failure of any Bidder to examine any component of the Quotation or to seek clarification shall not relieve the Bidder of any obligation with respect to their Bid or any Contract awarded based on their Bid.

4.2 Should a Bidder find discrepancies in or omissions from the Quotation, or have any questions regarding a Quotation, the Bidder shall direct all inquires to the designated City staff specified on the Quotation cover page. No oral interpretations shall be effective to modify any provisions of the Quotation. Only written addenda issued by the City shall modify the Quotation.

4.3 It is the Bidder’s responsibility to review the Work site and to include in their Bid any items that might have been missed from the specifications that would reasonably be considered part of the specifications. The Bidder shall take into account all obstacles that may be faced during the Work when setting prices in the Bid.

5. ADDENDA

5.1 The City reserves the right, in its sole discretion, to revise the Quotation *prior to* the Closing Time. If the City exercises this right, the revisions shall be by addendum forwarded through the Bidding

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System or to the email address provided. The addendum shall form part of the Quotation upon issuance by the City.

- 5.2 It is the responsibility of the Bidder to confirm that they have received all addendums that have been issued by the City. Bidders should check on line at <https://markham.bidsandtenders.ca> or contact the City prior to submitting their Bid.

6. CONFIDENTIALITY

All correspondence, documentation and information provided by the City to Bidders in connection with a Quotation;

- (a) are and shall remain the property of the City,
- (b) shall be treated by Bidders as confidential, and
- (c) shall not be used for any purpose other than for replying to the Quotation and completing the requirements of the Contract.

7. BID SUBMISSION

- 7.1 The City shall not be liable for, nor reimburse any Bidder for, costs incurred in the preparation and/or submission of a Bid.
- 7.2 Bidders are required to disclose in their Bid any real or potential Conflict of Interest.
- 7.3 Bidders are required to disclose in their Bid a list of all proposed Subcontractors. The City reserves the right, in its sole discretion, to accept or reject any or all Subcontractors proposed in a Bid (and any subsequent changes thereto). Upon request, Bidders shall provide evidence satisfactory to the City (as determined by the City in its sole discretion) that the proposed Subcontractors have the qualifications, experience and resources to complete the Work.
- 7.4 If a Quotation requires the submission of paper copy of the Bids:
- (a) The Bid shall be legible, written in ink or typed. Any erasures, overwriting or strike-outs should be initialed by the person(s) signing on behalf of the Bidder.
 - (b) Bids shall be submitted in a sealed envelope, with a submission label clearly identifying the Bid number and project description.
 - (c) The Bid Form shall bear the legal name and signature of the authorized signing representative(s) of the Bidder. If a joint Bid is submitted, the Bid Form shall be signed on behalf of each of the Bidders and, if the authorized signing representative for both Bidders is one individual, such individual shall sign separately on behalf of each Bidder.
 - (d) Bids shall be in the possession of the City, date and time stamped no later than the Closing Time. Bids received by the City after the Closing Time shall **NOT** be accepted and shall be returned unopened to the Bidders.
 - (e) The use of mail or courier for delivery of a Bid shall be at the risk of the Bidder. Bids submitted by email or other telecommunications shall not be accepted, unless otherwise specified in the Quotation.
- 7.5 If a Quotation requires the submission of Bids through the Bidding System:
- (a) Bids shall be received by the Bidding System, no later than the Closing Time.
Bidders are cautioned that the timing of their Bid submission is based on when the Bid is

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RECEIVED by the Bidding System, **not** when a Bid is submitted by the Bidder, as Bid

transmission can be delayed by an “Internet traffic jam” due to file transfer size, transmission speed etc. Bidders should allow sufficient time to upload their Bid submission and attachment(s) and to resolve any issues that may arise. The Closing Time shall be determined by the City’s Bidding System web clock.

- (b) Where, in the sole opinion of the City, the Bidding System has experienced or is experiencing an issue affecting the receipt of Bids, or there is a failure of the underlying infrastructure, the City may extend the Closing Time without prior notice. As soon as practicable in the circumstances, the City will notify Bidders that the Closing Time has been extended. Once the issue has been resolved, the City shall notify Bidders of the new Closing Time via an addendum released through the Bidding System.
 - (c) Bidders should contact the City, at least twenty-four (24) hours prior to the Closing Time, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their Bid was submitted successfully. Bidders should contact the City immediately if they do not receive a confirmation email.
 - (d) To ensure receipt of the latest information and updates via email regarding a Quotation, or if a Bidder has obtained a Quotation from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a “Plan Taker” for the Quotation opportunity at <https://markham.bidsandtenders.ca>.
- 7.6 Adjustments by any method to a Bid already submitted shall **NOT** be considered. A Bidder desiring to make adjustments to a Bid shall submit a revised Bid prior to the Closing Time.
- 7.7 Bids shall be irrevocable and valid for acceptance by the City for a period of NINETY (90) Business Days from the Closing Time, unless otherwise specified in the Quotation.
- 7.8 Disclosure of information submitted to the City in connection with a Quotation is subject to the *Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”)*. Bidders should clearly indicate in their Bid which parts, if any, are exempt from disclosure under MFIPPA.

8. BID PRICE

- 8.1 The quantities referenced in a Quotation are estimates only and shall be used as a basis for calculating the Bid Price. These quantities are not guaranteed to be accurate and are furnished without any liability to the City. The City reserves the right, in its sole discretion, to increase or decrease quantities as required. Payment shall be based on actual quantities ordered, received and accepted for use by the City.
- 8.2 The Bid Price shall include all labour, materials, products, equipment, services, cash allowances, costs, expenses, disbursements, duties, overhead and profit required to complete the Work, with the unit price for each Work item detailed in the Bid (if required by the Quotation).
- 8.3 If a Quotation requires the submission of paper copy of the Bids and in the event of an ambiguity, discrepancy or mathematical error in the prices set out in the Bid, the City shall have the right, in its sole discretion, to resolve such ambiguity, discrepancy or mathematical error in accordance with the following:
- (a) In the event of an ambiguity or discrepancy between the lump sum price and the unit price for any Work item (“Unit Price Error”), the unit price shall prevail. Extensions, sub-totals and

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totals shall be corrected accordingly, and adjustments resulting from the correction shall be applied to the Bid Price and Total Bid Price.

- (b) In the event of an ambiguity, discrepancy or mathematical error other than described in Section 8.3(a) above:
 - (i) the Bid Price shall prevail over all other prices contained in the Bid (including, without limitation, the Total Bid Price) (collectively, the “Summary Prices”), and the Bid Price shall be capable of acceptance by the City; and
 - (ii) the City reserves the right (in its sole discretion) to seek clarification from the Successful Bidder regarding any such ambiguity, discrepancy or mathematical error in the Summary Prices, to correct such ambiguity, discrepancy or mathematical error in the Summary Prices (as confirmed by the Successful Bidder), and to require that the Successful Bidder initial such corrected ambiguity, discrepancy or mathematical error.
- 8.4 In the event that the City exercises any of its rights under Section 8.3 above:
- (a) The Bid Price shall NOT be considered uncertain, erroneous, non-compliant or incapable of acceptance by the City; and
 - (b) The Bid shall NOT be considered non-compliant or incapable of acceptance by the City.

9. BLACK-OUT PERIOD

To ensure that the City’s procurement process is fair, open and transparent to all Bidders, there shall be no communication between the City and Bidders during a Quotation process, except as specified in the Quotation. Any communication between a Bidder and City staff or Council (other than as specified in the Quotation) may result in the Bid being rejected as non-compliant.

10. BID OPENING

“Requests for Tenders” and “Requests for Proposals” shall be opened at a public meeting at the Markham Civic Centre, 101 City Centre Boulevard, Markham, Ontario. The Bid opening shall be done in public approximately fifteen (15) minutes after the Closing Time. For “Requests for Tenders”, only the Bid Price shall be read out. For “Requests for Proposals”, only the names of the Bidders shall be read out.

If a Quotation requires the submission of Bids through the Bidding System, , a public Bid opening will not be held. The names of the Bidders and the unverified Bid Price shall be posted on the City’s Bidding System on the same day as the Closing Time.

All Bid prices are subject to review and verification by the City

11. WITHDRAWAL OF BIDS PRIOR TO THE CLOSING TIME

Paper copy Bid Withdrawal

- 11.1 A Bidder may request that their Bid be withdrawn. The withdrawal shall be allowed if the request is received by the City prior to the Closing Time. Withdrawal requests shall be made in writing by an authorized representative of the Bidder and should be directed to the designated City staff specified on the Quotation cover page. Telephone requests shall NOT be considered.
- 11.2 Bids confirmed by the City as withdrawn prior to the Closing Time shall be returned unopened to the Bidder.
- 11.3 The withdrawal of a Bid does not disqualify a Bidder from submitting another Bid for the same Quotation prior to the Closing Time.

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11.4 If more than one Bid is submitted by the same Bidder for the same Quotation and no withdrawal notice has been received by the City prior to the Closing Time, the Bid bearing the latest date and time shall be considered the intended Bid. All earlier Bids shall be considered void and shall be returned unopened to the Bidder.

Bidding System Bid Withdrawal

11.5 If more than one Bid is submitted by the same Bidder for the same Quotation, the Bid received by the Bidding System bearing the latest date and time shall be considered the intended Bid.

12. WITHDRAWAL OF BIDS DURING PUBLIC BID OPENING

12.1 In some instances, the Bids for more than one Quotation are opened at the same public meeting. At such public meeting, at the conclusion of the reading out of Bids for the first Quotation, the low Bidder on that Quotation may withdraw any of their remaining Bids relative to those other Quotations which have not yet been opened by advising the City's representative. The City's representative shall read out the Bidder's name and announce that the Bid has been withdrawn.

12.2 Bids withdrawn under this procedure cannot be reinstated.

13. WITHDRAWAL OF BIDS AFTER THE CLOSING TIME

Withdrawal requests received after the Quotation Closing Time shall NOT be permitted.

14. NOTICE

14.1 Every notice, including any addendum, that the City may be required to give to the Bidder *prior to* the Closing Time shall be deemed to have been properly given if forwarded through the Bidding System or to the email address provided when the Quotation was downloaded from Biddingo.com or obtained from the City. Bidders are requested to acknowledge receipt of addenda as indicated in the Quotation.

14.2 Every notice, including any addendum, that the City may be required to give to the Bidder *after* the Closing Time shall be deemed to have been properly given if forwarded by the Bidding System or by email to the address provided in the Bid.

15. ACCEPTANCE / REJECTION OF BIDS

15.1 The City reserves the right, in its sole discretion, and without incurring any liability whatsoever, to accept or reject any or all Bids, or to cancel the Quotation process at any time, without cause, if deemed in the best interests of the City to do so.

15.2 Unless otherwise specified in the Quotation, Bids which are qualified or restricted by any statement added to the Bid or a covering letter shall be rejected as non-compliant.

15.3 Any Bid which is incomplete, illegible, which contains alterations not called for, fails to comply with the requirements of the Quotation, or is otherwise irregular in any way (collectively, "Irregularities"), may be rejected as non-compliant by the City. The City reserves the right, in its sole discretion, to waive minor Irregularities and seek clarification from the Bidder regarding such minor Irregularities.

15.4 The City reserves the right, in its sole discretion, to ask for clarification regarding or to solicit additional information regarding any information included in a Bid, or (except for MANDATORY requirements) to request that a Bidder provide information not included in the Bid.

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15.5 If the City is unable to verify bonding requirements, upon request by the City, the Bidder shall be given five (5) business days to remedy the verification to the City's satisfaction.

16. DISQUALIFIED VENDORS

The City, in its sole discretion, may disqualify a vendor from participation in a Quotation process, or place a vendor's name on a list of disqualified vendors for a period of two (2) years on the basis of documented poor performance, non-performance, Conflict of Interest (including, without limitation, involvement in any litigation or contractual dispute with the City), or failure to accept a Contract Award. This information may be obtained from within the City or through reference checks. A written notice of the decision shall be provided to the vendor by the City. From and after the delivery of such notice, the disqualified vendor shall not be eligible to participate in any Quotation process, or to provide goods or services to the City for so long as the supplier remains on the list of disqualified vendors (as applicable). After the two (2) year period referred to above, disqualified vendors, who are otherwise in good standing, may request that their name be removed from the list. Removal of names from the list shall be at the sole discretion of the City.

17. CONTRACT AWARD

17.1 The award of a Contract is based on the best value for the City based upon quality, service and price. The award is subject to the City's budget restrictions, limitations and approvals.

17.2 The City reserves the right, in its sole discretion, to negotiate with the lowest priced Bidder / highest ranked Bidder (as applicable, and whose reference checks meet or exceed the expectation of the City in accordance with Section 17.4 below) in the event that the Bid Prices submitted by the Bidders exceed the City's budget. If an acceptable contract cannot be concluded with such Bidder, the City reserves the right to negotiate a contract acceptable to the City with the next lowest priced Bidder(s) / highest ranked Bidder(s) (as applicable) in succession.

17.3 The City reserves the right, in its sole discretion, to award in whole or in part (including, without limitation, by part, item or group of items), or to award to more than one Bidder.

17.4 The City reserves the right, in its sole discretion, not to award to the lowest priced Bidder, the highest ranked Bidder or to any Bidder whose reference checks do not meet or exceed the expectations of the City (as determined by the City in its sole discretion) regarding past performance, timely project completion, health and safety performance, experience, qualifications, financial standing, appropriate manpower, equipment and/or facilities, or any other criteria deemed necessary by the City to meet the requirements of the Quotation.

17.5 The acceptance of a Bid and Contract Award to the Successful Bidder shall be indicated by notice in writing signed by a duly authorized representative of the City. No other act of the City shall constitute the acceptance of a Bid and Contract Award.

17.6 Upon acceptance of a Bid and Contract Award by the City, and upon submission by the Successful Bidder of all documents required by the Quotation, a Purchase Order shall be issued to the Successful Bidder.

17.7 In the event that the Successful Bidder fails to accept the Contract Award or fails to submit to the City all documents required by the Quotation within ten (10) Business Days of notification, the City may, in its sole discretion:

- (a) Grant additional time to fulfill the requirement; or
- (b) Cancel the Contract Award, award to another Bidder which meets the Quotation requirements, and exercise any remedies available to the City (including, without limitation, forfeiture of any bid deposit or enforcement of any bid bond).

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18. NO LIABILITY

The City, its affiliates, elected officials, directors, officers, employees and agents shall not be liable (in contract, tort or otherwise) for any costs, expenses, losses or damages incurred, sustained or suffered by any Bidder or any third party, prior or subsequent to, or by reason of the acceptance or rejection by the City of any Bid, by reason of any award decision (or delay thereof) by the City, by reason of the cancellation of the Quotation process, or by reason of the exercise by the City of any of its rights specified in the Quotation or the City's *General Terms and Conditions*.

PART III – CONTRACT TERMS AND CONDITIONS

1. CONTRACT

- 1.1 The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 1.2 The Contract shall consist of the following (collectively, the “Contract Documents”), unless otherwise specified in the Quotation;
 - (a) Purchase Order,
 - (b) Bid,
 - (c) Quotation,
 - (d) the City's *General Terms and Conditions*, and
 - (e) any other written agreement between the parties regarding the Work.
- 1.3 In the event of a conflict or inconsistency *among* the Contract Documents, the provision in the document first listed above shall prevail, unless otherwise expressly provided in any Contract Document.
- 1.4 In the event of a conflict or inconsistency *within* the Contract Documents, the order of priority of documents, from highest to lowest, shall be:
 - (a) Supplementary Conditions;
 - (b) General Conditions of the Contract;
 - (c) Specifications;
 - (d) Contract Drawings;
 - (e) City of Markham Engineering Criteria and Standard Drawings;
 - (f) Special Provisions;
 - (g) Ontario Provincial Standard Drawings; and
 - (h) Ontario Provincial Standard – General Conditions of the Contract.

2. CONTRACT TERM

The term of the Contract shall be as specified in the Contract, unless otherwise extended or amended by mutual written agreement of the City and the Contractor (“Contract Term”). Notwithstanding the expiry of the Contract Term, the terms and conditions of the Contract shall continue to apply during the Warranty Period.

3. WORK

- 3.1 The Work shall start and be completed as set out in the Contract, unless otherwise extended or amended by mutual written agreement of the City and the Contractor. Unless otherwise specified in the Contract, Work shall start within five (5) Business Days after issuance of a Purchase Order, and shall be carried out on a continuous basis until final completion of the Work.

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- 3.2 The Contractor shall make no change or alteration to the Work, or perform any additional work without the City's prior, written approval.

4. CONTRACTOR'S RESPONSIBILITY

- 4.1 The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the Work.
- 4.2 The Contractor shall obtain all permits and licenses required to perform the Work, and shall not do or suffer to be done anything in violation of any such permits and/or licenses.
- 4.3 The Contractor shall bear the risk and responsibility of any loss, damage or expense of any nature or kind whatsoever to the Work or to the Contractor arising from strikes or labour disputes, other than such loss, damage or expense caused by the failure of the City to meet its obligations under the Contract.
- 4.4 The Contractor shall bear the risk and responsibility of any equipment, tools, or supplies delivered to any site or facility by or on behalf of the Contractor, prior to, during or after carrying out the Work, unless otherwise expressly provided in the Contract.
- 4.5 The Contractor shall ensure that all persons employed or engaged by the Contract to perform the Work, when using any City buildings, premises, equipment, hardware or software, shall comply with all security policies, regulations or directives relating to such buildings, premises, equipment, hardware or software.
- 4.6 The Contractor shall furnish all personnel required to perform the Work, and all such personnel shall be competent and qualified to perform the Work. Where specific personnel have been proposed by the Contractor for the performance of the Work, and have been accepted by the City, such personnel shall not be replaced with other personnel without the prior written consent of the City, such consent not to be unreasonably withheld.

5. HEALTH AND SAFETY

The Contractor shall comply with the City's health and safety policies, the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and Regulations, as amended, and all applicable industry standards for the Work.

6. CODE OF ETHICS

- 6.1 The Code of Purchasing Ethics published by the Supply Chain Management Association (SCMA) and the National Institute of Government Purchasing (NIGP) Code of Ethics shall apply to all purchases of goods and/or services by the City. SMAC's Code of Ethics can be found at www.scma.com. NIGP's Code of Ethics can be found at www.nigp.org
- 6.2 The Contractor shall read, understand and conduct itself according to the Values "Honesty/Integrity, Professionalism, Responsible Management, Serving the Public Interest and Conformity to the Laws..." as outlined in the SMAC Code of Ethics. Failure to do so shall result in the termination of the Contract and exclusion from future Quotations.

7. RECORDS

The Contractor shall maintain at all times, detailed and accurate records of all transactions relating to the Contract. The City reserves the right, in its sole discretion, to inspect and audit the books, payrolls,

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accounts and records of the Contractor at any time during the Contract Term, and at any time thereafter, as required by the City. The Contractor shall supply certified copies of payrolls and any other records required by the City. The City shall provide the Contractor 48 hours prior written notice of its requirement for such audit or certified copies.

8. INDEPENDENT CONTRACTORS

The relationship of the City and the Contractor is one of independent contractors. Nothing contained in the Contract is intended to place the City and the Contractor in the relationship of partners, joint ventures, principal-agent, or employer-employee, and neither the City nor the Contractor shall have any right to obligate or bind the other party in any manner whatsoever. The Contractor is responsible for all legally required employer and employee contribution and deductions, compensation and benefits for itself and its personnel.

9. SUBCONTRACTORS

- 9.1 The Contractor shall not assign or sublet the Contract (or any part thereof) or subcontract any portion of the Work without the prior written consent of the City.
- 9.2 No Subcontractor shall, under any circumstances, relieve the Contractor of its liabilities and obligations under the Contract. Should any Subcontractor fail to perform the Work in a satisfactory manner, the City may, in its sole discretion, require the Contractor to replace such Subcontractor.
- 9.3 The City shall have no obligation to deal directly with any Subcontractor. The Contractor shall be solely responsible for the payment of all amounts owing to Subcontractors. The Contractor shall coordinate the provision of the products and/or services by Subcontractors in a manner acceptable to the City, and shall ensure that Subcontractors comply with the terms and conditions of the Contract. The Contractor shall be liable to the City for all costs or damages arising from the acts, omissions, negligence or willful misconduct of Subcontractors.

10. CONFLICT OF INTEREST

If, during the Contract Term, a Conflict of Interest (or the appearance of same) arises, or the Contractor is retained by another client giving rise to a potential Conflict of Interest, the Contractor shall immediately inform the City. If a Conflict of Interest is deemed to exist by the City, the Contractor shall (if required by the City) take such steps as are necessary to remove the Conflict of Interest to the satisfaction of the City, failing which the City may, in its sole discretion, terminate the Contract.

11. PRIVACY

The Contractor agrees and acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, and any other Provincial or Federal privacy legislation that may be in effect during the Contract Term (collectively "Privacy Legislation"). The Contractor agrees to be bound by the Privacy Legislation, and agrees that it shall not directly or indirectly disclose, distribute or use any Personal Information provided to it by the City, without obtaining the prior written consent of the City. "Personal Information" means information which relates to an individual and allows that individual to be identified, and includes any information defined from time to time as "personal information" under any Privacy Legislation.

12. CONFIDENTIALITY

- 12.1 "City Confidential Information" means;

- (a) Personal Information, confidential, secret or proprietary information, including data, technical information, financial information, business information (including business plans, strategies and practices) of the City which is disclosed to or obtained by the Contractor in connection with the Contract, and
- (b) all information related to the operations of the City which comes to the attention of the Contractor in the course of performing the Work, but excludes any such information which;
 - (i) is or becomes publicly available,
 - (ii) is already rightfully in the possession of the Contractor and not subject to any pre-existing obligation of confidentiality,
 - (iii) is independently developed by the Contractor outside the scope of the Contract, or (iv) is rightfully obtained by the Contractor from third parties.

12.2 The Contractor shall protect the City Confidential Information at all times and in the same manner as the Contractor protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. The Contractor shall not, without the prior written consent of the City, disclose City Confidential Information to any person nor use City Confidential Information for any purpose other than for the benefit of the City in connection with the Work.

13. OWNERSHIP OF DELIVERABLES

- 13.1 Unless otherwise expressly provided in the Contract, the City shall have all ownership rights in and to all originally developed Deliverables, vesting in the City immediately upon their creation and at every stage of their development. The Contractor hereby assigns to the City all right, title and interest (including, without limitation, copyright and other intellectual property rights) in and to such Deliverables, and the Contractor expressly waives the Contractor's moral rights in respect of such Deliverables. The Contractor shall provide reasonable assistance to the City in the preparation of all documents necessary to evidence the City's ownership rights in and to such Deliverables (including, without limitation, obtaining a waiver of moral rights from all authors).
- 13.2 If the Deliverables contain any pre-existing materials owned or licensed by the Contractor that are incorporated into the Deliverables ("Contractor Materials"), the Contractor hereby grants to the City a perpetual, non-transferrable, non-exclusive, royalty-free licence to use the Contractor Materials to the extent reasonably necessary or convenient to receive or enjoy the benefits of the Deliverables.

14. WARRANTY

- 14.1 The Contractor represents and warrants that the Work shall be performed in a professional and workmanlike manner, in accordance with applicable industry standards.
- 14.2 The Contractor represents and warrants that the Deliverables;
 - (a) shall be in accordance with the requirements specified in the Contract and with all applicable laws, bylaws, regulations and standards,
 - (b) shall function or otherwise perform in accordance with the features, functional and technical specifications provided in the Contract, and
 - (c) shall in no way infringe or violate the intellectual property rights of any person.
- 14.3 The Contractor represents and warrants that if at any time prior to one year (or such longer warranty/guarantee period specified in the Contract) after completion of the Work (the "Warranty Period"), the Deliverables or any part of the Work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the

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Contract, then the Contractor, upon request by the City, shall make good every such defect, deficiency or failure at the Contractor's cost and expense.

15. INDEMNITY

The Contractor shall indemnify and hold harmless the City (and its affiliates, elected officials, directors, officers, employees and agents) (collectively, the "Indemnified Parties") from and against all actions, suits, claims, demands, liens, proceedings and judgments which may be brought against or made upon the Indemnified Parties, and against all liabilities, damages, losses, costs, charges and expenses (including legal expenses) which may be incurred, sustained or suffered by the Indemnified Parties, resulting from or arising out of the infringement (actual or alleged) by the Deliverables of the intellectual property rights of any person, or the acts or omissions of the Contractor (its Subcontractors, agents or employees) in connection with the Contract or the performance of the Work.

16. INSURANCE

16.1 The Contractor shall purchase and maintain in force, at their own expense (including the payment of all deductibles), during the Contract Term and the Warranty Period (unless otherwise stated), the following policies of insurance underwritten by insurers licensed to conduct business in the Province of Ontario and satisfactory to the City (unless otherwise specified in the Contract):

- (a) Commercial General Liability Insurance policy shall include coverage for but not limited to Bodily Injury, Person Injury, Property Damage and Contractual Liability with a minimum amount of \$2,000,000.00 for each occurrence, and include:
 - (i) an endorsement certifying that the **The Corporation of the City of Markham** is included as an additional insured;
 - (ii) a cross liability clause;
 - (iii) non-owned automobile coverage including legal liability for damage to hired automobiles; and,
 - (iv) an exception to the pollution liability exclusion for Hostile Fire, or an endorsement adding back in coverage for Hostile Fires where there exists an absolute pollution exclusion.
- (b) Automobile Policy for all licensed Motor Vehicles owned or leased by the Contractor in a minimum amount of \$2,000,000.00 for each occurrence.
- (c) Professional Liability Insurance, in a minimum amount of \$1,000,000.00 inclusive per claim and \$2,000,000.00 in the aggregate for each policy period. Upon completion of the Warranty Period the policy shall remain in force for twelve (12) months.

The policies shall be-endorsed to the effect that such insurance policies shall not be altered, cancelled or allowed to expire without thirty (30) days advance written notice to the City. All policies shall apply as primary and not as excess of any insurance available to the City.

Upon request by the City, the Contractor shall furnish the City with a certificate of insurance (in a form satisfactory to the City, in its sole discretion) confirming that the Contractor has in place the required insurance.

If applicable, and based upon the operations of the sub-consultant, sections 16.1 a & b. shall apply in the same manner to any sub-contractor as it would to the Contractor. Further, it is the Contractor's

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obligation to ensure that the sub-contractor is aware of these obligations. Upon request, the Contractor shall provide to the City confirmation of the sub-contractor's insurance.

16.2 The Contractor shall furnish the City with a certificate of insurance (in a form satisfactory to the City, in its sole discretion) confirming that the Contractor has in place the above-mentioned insurance policies. The certificate of insurance shall also contain an endorsement to the effect that such insurance policies shall not be altered, cancelled or allowed to expire without thirty (30) days advance written notice to the City.

17. DEFAULT AND TERMINATION

17.1 Any of the following shall be considered to be an "Act of Default" by the Contractor:

- (a) Failure to comply with the terms and conditions of the Contract, and such failure is not remedied within ten (10) calendar days after written notice of such failure by the City.
- (b) Breach of Section 11 (Privacy) or Section 12 (Confidentiality).
- (c) Assignment, transfer, conveyance, sublet, or disposition of the Contract or the Contractor's right, title, or interest therein to any person without the prior written consent of the City.
- (d) Failure to comply with all federal, provincial and municipal laws and regulations applicable to the Work.
- (e) Commencement of any proceeding under bankruptcy, creditor protection or similar law in respect of the Contractor, or appointment of a receiver, receiver-manager or liquidator in respect of the Contractor.

17.2 Where an Act of Default occurs, the City reserves the right, in its sole discretion and upon providing written notice to the Contractor, to immediately invoke any applicable bond(s) and/or terminate the Contract.

17.3 The City reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, without cause, upon providing thirty (30) days prior written notice to the Contractor.

17.4 Upon receipt of a notice of termination hereunder, the Contractor shall immediately cease performance of the Work (unless otherwise directed by the City in writing) and promptly remove all Contractor and Subcontractor equipment from the City's property.

17.5. In the event of termination hereunder, the City shall not incur any liability whatsoever to the Contractor except for payment for the goods and/or services that have been satisfactorily delivered or performed by the Contractor up to the effective date of termination.

18. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for default or delay in the performance of obligations under the Contract due to causes beyond the reasonable control of (and not due to the fault or negligence of) the party affected, including, without limitation, natural disasters, plagues, epidemics, war, insurrection, terrorism, and power outages. The Contractor shall give the City prompt written notice when any such cause has or appears likely to delay deliveries and/or performance of the Work, and shall take appropriate action to avoid or minimize such delay. If any such default or delay threatens to impair the Contractor's ability to meet delivery requirements for materials, supplies and/or services, the City shall have the right,

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without any liability to the Contractor, to terminate the portion or portions of the Contract so affected upon written notice to the Contractor.

19. TRANSPORTATION AND DELIVERY

All prices shall include transportation and delivery charges and customs duties fully prepaid by the Contractor to any specified destination within the corporate limits of the City. The F.O.B. point shall be the destination specified in the Contract.

20. PURCHASE ORDER/INVOICES

The Purchase Order number shall appear on all documentation relating to the Contract, including, but not limited to, invoices and delivery/packing slips. Invoices that do not include the applicable Purchase Order number, item number and order description shall not be processed, and shall be returned to the Contractor until the appropriate information is provided. All invoices shall be forwarded to Accounts Payable, City of Markham, 101 City Centre Boulevard, Markham, Ontario.

21. PAYMENT

21.1 Unless otherwise specified in the Contract, all prices shall be in Canadian dollars and payment shall be made to the Contractor twenty-eight (28) calendar days after Receipt of Proper Invoice by the City. Where applicable, taxes shall be shown separately.

21.2 The Contractor shall invoice the City monthly on a time and expense basis, charging the goods/services/actual hours/disbursements, as applicable, incurred each month up to the Contract amount. If the Work involves a fixed fee contract, the fees payable shall not exceed the fixed fee amount, unless the City has provided prior written approval. If the Work involves progress payments, the invoice schedule shall be based on the Work schedule and milestones as outlined in the Contract. The Contractor, when invoicing for expenses, shall provide receipt for those expenses.

21.3 Where there is a question of non-performance by the Contractor, the disputed portion of the invoice may be withheld by the City. In the event that the City is entitled to a discount for prompt payment, the withholding of payment as provided herein shall not deprive the City from taking such discount.

21.4 In the event that an invoice amount is determined to be in error by the City (or the City's payment certifier) after payment is made to the Contractor, the City shall notify the Contractor in writing, and the Contractor shall make a correction adjustment on the next invoice.

21.4 For the purposes of this Section 21, "**Proper Invoice**" means a written bill or other request for payment in respect of Work supplied under the Contract, which shall contain the following information:

- (a) Contractor's name and address, and name, title, telephone number and mailing address of the person to whom payment is to be sent.
- (b) The date of the Proper Invoice and the period during which the Work was supplied. Payment shall be made only for Work supplied prior to the date of the Proper Invoice.
- (c) Information identifying the authority, in the Contract or otherwise, under which the Work was supplied (Contract number, or as otherwise required by the Contract).
- (d) A description, including quantity where appropriate, of the Work that was supplied.
- (e) The amount payable for the Work that was supplied, and the payment terms (sub-totals, totals, holdback and taxes to be separately shown on invoice).
- (f) Contractor HST Registration Number.
- (g) City of Markham Purchase Order Number.
- (h) City of Markham Project Manager / Department.

21.5 For the purposes of this Section 21, “**Receipt of Proper Invoice**” means the date that a Proper Invoice is received by the City, which date shall be deemed to be: (a) if sent by mail or personal delivery, the date received at the address specified by the Contract, provided that if such day is not a Business Day, then receipt shall be deemed to be the Business Day next following such day (“Delivery Date”); and (b) if sent by electronic communication, the date of transmission, provided that if such day is not a Business Day or if it is received after the end of normal business hours on the date of transmission, then it shall be deemed to have been received at the opening of business on the first Business Day next following the transmission (“Transmission Date”); and (c) the later of the date of the Proper Invoice and the Delivery Date or Transmission Date (as applicable).

22. SALES TAX

The City is subject to payment of sales and excise taxes imposed by the Federal and Provincial Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services to be purchased during the Contract Term, the Contractor and the City mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Contractor to bring to the City’s attention any such changes. All Provincial and Federal taxes shall be shown separately on the applicable invoice.

23. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE

23.1 In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers’ policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

- (a) How to interact and communicate with persons with various types of disability.
- (b) How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
- (c) How to use equipment that is available on the premises that may help in the provision of goods or services.
- (d) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
- (e) Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

23.2 Contractors that provide customer service on behalf of the City shall meet the requirements of Ontario Regulation 429/07 with regard to training. A document describing the training policy, a summary of the contents of the training and details of training dates and attendees shall be submitted to the City upon request. The following website may be referenced for the purposes of training: <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>.

24. CONSTRUCTION ACT

Where the *Construction Act*, R.S.O. 1990, c. C.30, as amended, (the “Act”) and the regulations thereto (the “Regulations”) apply to the Contract, the following sections shall be applicable unless otherwise specified in the Contract Documents:

- (a) **Labour and Material Payment Bond.** Upon Contract Award, the Contractor shall provide the City with a labour and material payment bond, in the form prescribed by the Regulations, that,
 - (i) is of an insurer licensed under the *Insurance Act* to write surety and fidelity insurance;

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- (ii) has a coverage limit of at least 50 per cent of the Bid Price, or such other percentage of the Bid Price as may be prescribed; and
- (iii) extends protection to subcontractors and persons supplying labour or materials to the improvement.

The labour and material bond may set out the claims process applicable in respect of the bond.

- (b) **Performance Bond.** Upon Contract Award, the Contractor shall provide the City with a performance bond, in form prescribed by the Regulations, that,
 - (i) is of an insurer licensed under the *Insurance Act* to write surety and fidelity insurance; and
 - (ii) has a coverage limit of at least 50 per cent of the Bid Price, or such other percentage of the Bid Price as may be prescribed.
 The performance bond may set out the claims process applicable in respect of the bond.
- (c) **Basic Holdback.** The City shall retain a holdback (“Basic Holdback”) equal to 10 per cent of the price of the services or materials as they are actually supplied under the Contract until all liens that may be claimed against the Basic Holdback have expired or been satisfied, discharged or otherwise provided for in accordance with the Act.
- (d) **Holdback for Finishing Work.** Where the Contract is certified to be substantially performed by the City, but services or materials remain to be supplied to complete the Work, the City shall retain, from the date of the Certificate of Substantial Performance a separate holdback (“Finishing Holdback”) equal to 10 per cent of the price of the remaining services or materials as they are actually supplied under the Contract, until all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for in accordance with the Act.
- (e) **Contract Substantially Performed.**
 - (i) When the Contract has been substantially performed (in accordance with the Act), the Contractor shall apply to the City to certify substantial performance. A “Statutory Declaration” (in a form acceptable by the City, declaring that that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred by the Contractor in the performance of the Work have been paid) and a Workplace Safety and Insurance Board “Certificate of Clearance” (in a form acceptable by the City) shall accompany the application.
 - (ii) If the City is in agreement that the Work has been substantially performed, a “Certificate of Substantial Performance” (in the form required by the Regulations) shall be signed and issued to the Contractor within seven (7) days of signing.
 - (iii) The Contractor shall publish a copy of the “Certificate of Substantial Performance” in a construction trade newspaper (as that term is defined in the Regulations), and provide suitable evidence of the publication to the City.
 - (iv) The City shall retain, from the date of the Certificate of Substantial Performance, a Finishing Holdback equal to 10 per cent of the price of the services or materials that remain to be supplied to complete the Work.
- (f) **Contract Deemed Completed.** When the Contract is deemed to be completed (in accordance with the Act), the Contractor shall apply to the City to certify completion. A “Statutory Declaration” (in a form acceptable by the City, declaring that that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred by the Contractor in the performance of the Work have been paid) and a Workplace Safety and Insurance Board “Certificate of Clearance” (in a form acceptable by the City) shall accompany the application.

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- (g) **Payment of Basic Holdback.** Subject to subsection 24(i) below, upon certification of substantial performance of the Contract by the City and expiration of the sixty (60) day period following publication of the Certificate of Substantial Performance, and provided there are no lien claims (or all lien claims have been satisfied, discharged or otherwise provided in accordance with the Act), the City shall make payment of the Basic Holdback, so as to discharge all claims in respect of that holdback.
- (h) **Payment of Finishing Holdback.** Subject to subsection 24(i) below, upon certification of completion of the Contract by the City and expiration of the sixty (60) day period following the date of certification, and provided there are no lien claims (or all lien claims have been satisfied, discharged or otherwise provided for in accordance with the Act), the City shall make payment of the Finishing Holdback, so as to discharge all claims in respect of that holdback.
- (i) **Non-payment of Holdback.** The City may refuse to pay some or all of the Basic Holdback or Finishing Holdback amount the City is required to pay, if,
 - (i) the City publishes a notice in the prescribed form specifying the amount of the holdback that the City refuses to pay, and the notice is published in the manner set out in the Regulations no later than 40 days after the date on which,
 - (A) the applicable certification or declaration of substantial performance is published, or
 - (B) if no certification or declaration of substantial performance is published, the date on which the Contract is completed, abandoned or terminated; and
 - (ii) the City notifies, in accordance with the Regulations, if any, the Contractor of the publication of the notice.
- (j) **Contract Termination.** In the event that the Contract is terminated, for any reason, the Contractor shall publish, in the manner set out in the Regulations, a notice of the termination in the prescribed form.
- (k) **Adjudication.** Either the City or the Contractor may refer to adjudication a dispute with the other party to the Contract, in accordance with the adjudication procedure set out in the *Construction Act*, R.S.O. 1990, c. C.30, and *O.Reg.306/18*.

25. GENERAL INSTRUCTIONS FOR WORK ON CITY PROPERTY

- 25.1 The Contractor shall keep one copy of the Contract at the Work site.
- 25.2 The Contractor shall coordinate all Work with the City's representatives to ensure minimum disruption of public service and inconvenience to occupants of and visitors to public buildings.
- 25.3 The Contractor shall ensure that there is no interference with the use of and safe passage to and from public buildings, public sidewalks and roads without the prior written approval of the City. Material shall not be stored in or obstruct roadways, sidewalks or passageways without the prior written approval of the City. The Contractor shall not interfere with or damage privately or publicly-owned adjacent property.
- 25.4 Prior to and during the performance of the Work, the Contractor shall establish the location of existing utility lines, and shall ensure that same are protected and maintained.
- 25.5 Where alterations are necessary, the Contractor shall ensure that new and old Work shall be joined, cut, removed, patched, repaired or finished in a professional and workmanlike manner to the satisfaction of the City.

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- 25.6 The Contractor shall provide and maintain temporary facilities and services required to carry out the Work. All such temporary facilities and services shall be removed by the Contractor upon completion of the Work.
- 25.7 The Contractor shall only use new products unless otherwise specified in the Contract. The Contractor shall deliver and store material and equipment to manufacturers' instructions, with manufacturers' labels and seals intact. When material or equipment is specified by standard or performance specifications, the Contractor shall, upon request by the City, obtain from the manufacturer an independent testing laboratory report, stating that the material or equipment meets or exceeds specified requirements.
- 25.8 The Contractor shall keep the Work site clean and hazard-free throughout the Work period, and shall provide for proper storage, removal and disposal of garbage. All debris shall be transported to an authorized dump, waste treatment site or recycling facility by the Contractor, and disposed of in accordance with applicable by-laws, laws and regulations (all at the Contractor's expense).
- 25.9 The Contractor shall make such explorations and probes as are necessary to ascertain any protective measures required before proceeding with demolition and removal.
- 25.10 The Contractor shall protect existing structures, furnishings and persons by providing and maintaining adequate temporary protective coverings during the performance of the Work. The Contractor shall be responsible for any injury to persons, damage to existing structures and furnishings as a result of the Work. Any damage occurring as a result of the Work shall be repaired or replaced by the Contractor at the Contractor's expense and to the satisfaction of the City (in its sole discretion).
- 25.11 The Contractor shall provide and maintain adequate fire protection in accordance with the regulations and requirements of the City's Fire and Emergency Services Department.
- 25.12 The Contractor shall provide and arrange for traffic control where necessary for delivery of materials, removal of garbage, or any other activity related to the Work as required by applicable by-laws, laws and regulations.
- 25.13 The Contractor shall take the necessary precautions to keep dust, dirt and noise to an acceptable level, as directed by the City or as required by applicable by-laws, laws and regulations.
- 25.14 The Contractor shall provide suitable protection for all entrances and exit ways into all buildings, all fresh air intakes, telephone, hydro, and mechanical rooms, elevators shafts and all plumbing, against dust, dirt, water and fumes.
- 25.15 The Contractor shall provide canvas tarps from ground to roof for all entrance and exit ways, floors, walls and all standing fixtures against spillage of materials and/or damage during the Work period.
- 25.16 The Contractor shall not store materials or use a truck or other equipment in a manner which would load the structure beyond its design capacity.
- 25.17 The Contractor shall ensure that all persons employed or engaged by the Contractor to perform the Work use designated existing sanitary facilities and not undress, use profane language or make coarse gestures while on City property.
- 25.18 The Contractor shall be responsible for and take every precaution reasonable in the circumstances for the protection of all workers associated with the Work (whether employed by the Contractor, the City or a third party), and for the protection of all other persons. The Contractor shall ensure that all persons employed or engaged by the Contractor to perform the Work are supervised by a Competent Person and trained to perform the specific tasks of their jobs in a healthy and safe manner, and that documentation to support such training remains current during the Work period.

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- 25.19 The Contractor shall ensure that all tools, equipment and machinery brought to the Work site shall be used, stored and maintained properly in accordance with applicable laws, regulations and industry standards.
- 25.20 The Contractor shall ensure that all materials brought to the Work site shall be used, stored, handled, transported and disposed of properly in accordance with applicable laws, regulations and industry standards. All materials delivered to the City or used in conjunction with the Work shall have applicable Material Safety Data Sheets in accordance with Workplace Hazardous Materials Information Systems (“WHMIS”) regulations in the Province of Ontario. Applicable Material Safety Data Sheets shall be available for inspection at the Work site at all times while such materials are present.
- 25.21 The Contractor shall notify the City of all hazardous materials delivered to the City or used in conjunction with the Work, including without limitation, all products controlled federally and/or provincially under WHMIS or Transportation of Dangerous Goods regulations, and all designated substances as defined in the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and Regulations.

General Conditions of the Contract

THE CORPORATION OF THE CITY OF MARKHAM

GENERAL CONDITIONS OF THE CONTRACT

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**THE CORPORATION OF THE CITY OF MARKHAM
GENERAL CONDITIONS OF THE CONTRACT
(the "General Conditions")**

GC 1 DOCUMENTS

- 1.1 The Contract Documents are complementary and what is required by any one shall be as binding as if required by all.
- 1.2 The intent of the Contract Documents is to include the labour, materials, services and construction machinery and equipment necessary for the performance of the Work in accordance with the Contract Documents. Without extra charge, the Contractor shall supply materials and construction machinery and equipment and perform work and services consistent with, covered by or properly inferable from the Contract Documents, as determined by the Commissioner.
- 1.3 In the event of conflict or inconsistency among the Contract Documents, the following shall apply:
 - (a) figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing
 - (b) drawings of larger scale shall govern over those of smaller scale of the same date
- 1.4 Notwithstanding the foregoing, documents of later date shall always govern.
- 1.5 The Contractor shall keep one copy of current Contract Documents and shop drawings at the Place of the Work, in good order and available to the City, Consultant, if any, and their respective representatives.
- 1.6 Drawings, specifications, models and copies thereof furnished by the City are and shall remain its property with the exception of the signed contract sets belonging to each party to the Contract. Such documents and models are to be used only with respect to the Work and are not to be used on other work. Such documents and models are not to be copied or devised in any manner without the written authorization of the City.
- 1.7 If the Contractor has any doubt as to the meaning or intent of the Contract Documents, it shall at once notify the City and the Consultant, if any.

GC 2 CONSULTANT

- 2.1 It is agreed by the Contractor that the City may appoint from time to time such person, firm or corporation (the "Consultant") as the City may deem proper to visit the site to familiarize itself with the material to be furnished and the progress and quality of Work. The Contractor shall furnish all reasonable aid and assistance required by the City and the Consultant, if any, for the observation of the material and the Work and all parts of the same, free of cost to the City, including all facilities and test samples.

- 2.2 The Consultant and the City will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required for the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Consultant and the City will not be responsible for or have control or charge over the acts or omissions of the Contractor, its Subcontractors or their respective agents, employees or other persons performing any of the Work.
- 2.3 If, through the omission, default, neglect or delay or other cause on the part of the Contractor, more visits to the Work by the Consultant or the City are rendered necessary than are reasonably required, the City may in every case charge such time for extra visits to the Contractor at the actual cost thereof and travelling expenses, which costs and expenses shall be payable by the Contractor on demand.
- 2.4 If a Consultant has been appointed by the City, the Consultant will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor.
- 2.5 Claims, disputes and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents shall be referred initially to the Consultant, if any, in writing for decision.
- 2.6 The Consultant will have authority to reject work which in its opinion does not conform to the requirements of the Contract Documents. Whenever it considers it necessary or advisable, it will have authority to require special inspection or testing of work whether or not such work be then fabricated, installed or completed.

GC 3 DELAYS

- 3.1 The Contractor shall not have any claim for compensation or damages against the City for any stoppage or delay from any cause whatever.
- 3.2 Should a stoppage or delay be caused by or result from the action or neglect of any Other Contractor, or be caused by or result from the work being taken out of the hands of any Other Contractor by the City under the provisions of any contract made with such Other Contractor, the City may give notice in writing to the Contractor to stop the Work.
- 3.3 Should the amount authorized for the Work be at any time expended prior to the completion of the Work, the Contractor may, on receiving a notice in writing from the City to such effect, stop the Work; but in any case the Contractor shall not be entitled to any further payment for work done after the service of the notice above referred to until the additional necessary funds shall have been further authorized, nor shall the Contractor have any claim for compensation or damages for the said suspensions of payment.

- 3.4 The City may stop any portion of the Work if for any reason the requisite approvals from any applicable governmental or municipal authority are not available.
- 3.5 The City or the Consultant may stop any portion of the Work if, in its judgment, the weather is such as to prevent the same from being properly done.
- 3.6 Upon written notice from the City or the Consultant, the Contractor shall discontinue or delay any or all work of base, foundation or paving construction of the project if, in the opinion of the City, the foundation is not sufficiently compacted or settled for surfacing of the work in question and the work shall not be resumed until the City shall in writing so direct.
- 3.7 When the Work under the Contract is discontinued for any reason by or with the written consent of the City and will not be resumed until the following working season or for any extended period, when directed by the City, the Contractor shall open the work area and/or place the roadway in a passable, safe and satisfactory condition for public travel and the area/roadway shall not again be closed to traffic or traffic thereon obstructed without written authority of the City.

GC 4 EXTENSION OF CONTRACT TIME

- 4.1 An extension of the Contract Time may be granted by the City as the result of delays caused by:
- (a) abnormal inclement weather;
 - (b) general strikes;
 - (c) work stoppages pursuant to GC 3 - DELAYS, paragraphs 3.2 to 3.6 inclusive;
 - (d) Changes in the Work pursuant to GC 9 - CHANGES IN THE WORK, paragraph 9.1; and
 - (e) any other cause beyond the Contractor's reasonable control (other than financial incapacity).
- 4.2 Extension of Contract Time may be for any period of time that the City, in its sole opinion deems appropriate. The City shall fix the terms on which said extension may be granted, which terms may include a charge for engineering and other expenses actually incurred by the City during the time covered by said extension.
- 4.3 Such extension of Contract Time shall be deemed to be in full compensation for any loss or injury sustained by the Contractor by reason of any delay caused as aforesaid and the Contract shall not be invalidated by the granting of such extension.

- 4.4 Application for an extension of Contract Time as herein provided shall be made by the Contractor to the City not later than 2 working days following the commencement of the delay and at least 10 working days prior to the date of completion fixed by the Contract. The date of expiry of all bonds or other security furnished to the City by the Contractor shall be extended, at the expense of the Contractor, to at least 2 months beyond the extended date of completion and the Contractor shall provide to the City evidence satisfactory to the City of such extension of the date of expiry.
- 4.5 For the purposes of this GC 4, a delay caused by abnormal inclement weather means, as determined by the City or, if a Consultant has been appointed, by the Consultant, the Contractor is prevented by inclement weather or other conditions resulting immediately there from for at least 5 hours in a Working Day from proceeding with at least 60% of the normal labour and equipment force engaged on any component of the Work which, if delayed, will delay the completion of the Work.

The Contractor shall submit to the Consultant and City for approval on a weekly basis, a written statement showing the number of days lost due to delay caused by abnormal inclement weather in the preceding week, the extension of Contract Time (in terms of Working Days) which is requested by the Contractor as a result of such delay and the number of Working Days remaining to complete the Contract. The Consultant and or City shall advise the Contractor as to the length of extension granted, if any, within 5 Working Days of receipt of the written statement. In the event that the Contractor fails to provide a weekly statement requesting an Extension of Contract Time for any given week, within 5 Working Days of the end of that particular week, the Contractor shall be deemed to have waived any right to request an Extension of Contract Time for that week.

GC 5 DISPUTES

- 5.1. Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, other than a failure to agree on the method of valuation, measurement and change in the Contract Price pursuant to GC 10 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK, paragraph 10.3, which are not resolved in the first instance by decision of the Consultant pursuant to the provisions of GC 2 - CONSULTANT, paragraphs 2.4 and 2.5, if applicable, shall be settled in accordance with this General Condition.
- 5.2. The Contractor shall give oral notice of any dispute immediately upon becoming aware of the situation giving rise to such dispute.
- 5.3. The Contractor will provide written notice of any dispute within 7 days after the commencement of the work giving rise to the dispute. Such notice shall include particulars of the matter in dispute, the extent and value of the claim and the relevant provisions of the Contract Documents.

- 5.4. If so directed by the City, the Contractor will continue to perform the Work in accordance with the instructions of the City or the Consultant, if any.
- 5.5. The Contractor shall submit to the City a detailed statement of its claims not later than 30 days after completion of the work which is the subject of the dispute, identifying the item or items in respect of which the dispute has arisen, the grounds upon which a claim is made and all records substantiating such claim.
- 5.6. The Contractor shall promptly submit, at the request of the City, such further and other information and documentation as the City considers necessary to assess the claim.
- 5.7. If the Contractor fails to comply with the provisions for notices and claims within the times stipulated in respect of any dispute, the Contractor will not be entitled to proceed with any claim in respect of such dispute. Even if Contractor provided partial documentation of its claim, if the claim and / or remaining documentation is not submitted within the time frames mentioned above, Contractor will be deemed to have abandoned such claim.
- 5.8. If the Contractor has complied with all of the provisions of this General Condition and the City and the Contractor cannot resolve the dispute, the dispute shall be determined by the appropriate judicial tribunal.

GC 6 ASSIGNMENT

- 6.1. The work to be performed under the Contract, or any part thereof, or any monies payable under the Contract shall not be transferred, assigned or otherwise disposed of by the Contractor without the written authority of the City. It is further agreed that the said written authority shall not, under any circumstances, relieve the Contractor of its liabilities and obligations under the Contract.

GC 7 OTHER CONTRACTORS

- 7.1. The City reserves the right to enter the property on which the Work is located by such agents or Other Contractors as it may elect for the purpose of constructing or installing collateral work as the City may see fit.
- 7.2. The Contractor shall co-ordinate the Work of the Contract with the work of Other Contractors and connect as specified or shown in the Contract Documents.
- 7.3. The Contractor shall report to the City and the Consultant, if any, any apparent deficiencies in Other Contractors' work which would affect the Work of the Contract immediately when they come to its attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the City by reason of the deficiencies of Other Contractors' work.

- 7.4. The Contractor hereby agrees not to interfere with or prevent the performance of such collateral work by the agents or Other Contractors of the City or to claim any extra compensation or damages by reason of delays or hindrances which may be caused by the construction or installation of such collateral works.
- 7.5. Entry by the City, its agents or Other Contractors does not constitute acceptance of the Work and does not relieve the Contractor of its responsibility to complete the Contract.
- 7.6. The placing, installation and connection of collateral work by the City, its agents or Other Contractors on and to the Contractor's Work does not relieve the Contractor of its responsibilities under the Contract including any warranties.
- 7.7. In the event that the Work coincides with the work of the City, Other Contractors, and/or utility companies, the Contractor shall cooperate with the City, Other Contractors, and utility companies in order to facilitate free access to their work at all times. The City reserves the right to alter the method of operations on this Contract to avoid interference with other work. The Contractor shall also provide separations in time and/or space in order to avoid placing the City in the position of "Constructor" within the meaning prescribed under the Occupational Health and Safety Act

GC 8 SUBCONTRACTORS

- 8.1. The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract and to:
 - (a) enter into contracts or written agreements with its Subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and
 - (b) be as fully responsible to the City and the Consultant for acts and omissions of its Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by it.

The Contractor therefore agrees that it will incorporate the terms and conditions of the Contract Documents into all subcontract agreements it enters into with its Subcontractors.

- 8.2. The Contractor agrees to employ those Subcontractors proposed in the bid form forming part of the bid documents.
- 8.3. In the event that the Contractor requires a change of a Subcontractor or an additional Subcontractor, the Contractor shall obtain the prior written approval of the City and the Consultant to such replacement Subcontractor or new Subcontractor. For any subcontractor replacement request, the new proposed subcontractor must be equivalent or better to the previously approved subcontractor and it is contractor's responsibility to

provide all required supporting documents of the new subcontractor for City's approval. In no event will the Contract Price be increased as a result of such required change.

- 8.4. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the City.

GC 9 CHANGES IN THE WORK

- 9.1. The City, without invalidating the Contract, may make Changes in the Work with the Contract Price and Contract Time being adjusted accordingly by written order in the form prescribed by the City.
- 9.2. No Changes in the Work shall be proceeded without a written order in the form prescribed by the City and signed by the City. No claim for a change in the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agree to be valued as provided in GC 10 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 9.3. Any Changes executed by the parties shall be deemed to include any and all direct and indirect costs incurred by the Contractor as a result of the change in the work including, but not be limited to, labour, materials, equipment, bonding, insurance, overhead, profits, and delay costs, and the Contractor shall not be entitled to claim any additional compensation for these items.

GC 10 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

- 10.1. When a Change in the Work is proposed or required, the Contractor shall present to the City and the Consultant for approval its claim for a change in the Contract Price and change in Contract Time with appropriate documentation in a form acceptable to the City and the Consultant. The Consultant will satisfy itself as to the correctness of such claim and, when approved by the City, a change order shall be issued to the Contractor amending the Contract Price and Contract Time as appropriate.
- 10.2. If the type of work involved in a Change in the Work is included in the items contained in the Schedule of Contract Prices, it shall be performed on the same payment basis as the original work.
- 10.3. If the type of work involved in a Change in the Work is not included in the items contained in the Schedule of Contract Prices and the City and the Contractor fail to agree on the method of valuation, measurement and change in the Contract Price:
- (a) the City may require that the Change in the Work be performed on a time and materials basis pursuant to GC 10.4; or
 - (b) the City in the first instance may determine the method of valuation, measurement and change in the Contract Price and shall issue a written order for the change and

the Contractor shall perform the Change in the Work as so ordered; final determination of method of valuation, measurement and change in the Contract Price will be determined by the appropriate judicial tribunal and pending such final determination the Commissioner will make progress estimates of the value of the Work performed in accordance with the method of valuation, measurement and change in the Contract Price determined by the City; or

- (c) the method of valuation, measurement and change in the Contract Price will be determined by the appropriate judicial tribunal.

10.4. If the City requires that the Change in the Work be performed on a time and materials basis pursuant to GC 10.3(a) the following provisions of this GC 10.4 shall apply:

- (a) Any mark-ups payable under the Contract shall be in accordance with the following Table of Mark-Ups. The Subcontractor and Contractor’s percentage fee mark-ups include all necessary supervision, general account items, general clean-up, small tools, as-built drawings and job safety necessary to perform the change.

Costs*	Subcontractor and Contractor’s Own Forces Mark-Up (%) (includes overhead and profit)	Contractor Mark-Up (%) on Subcontractor Work (includes overhead and profit)
\$1.00 to \$10,000.00	10	5
\$10,000.01 to \$50,000.00	8	5
Over \$50,000.00	5	3

* each percentage specified in the table above is not cumulative but is applied to the costs only

- (b) Daily work records prepared by the City or the Consultant, if any, and reporting the labour and equipment employed and the material used to perform the Change in the Work shall be reconciled and signed by the Contractor's representative each day. A change in the work, or several tasks agglomerated as a single change, spanning more than 1 day will be tallied as a single change order for the purposes of calculating any applicable markups on material or equipment. These markups shall not be reset at the end of each shift.
- (c) Except where there is agreement to the contrary prior to the commencement of the Change in the Work, the compensation as herein provided shall be accepted by the Contractor as compensation in full for all costs and expenses arising out of the Change in the Work and no other payment or allowances will be made in respect of such Change in the Work.

- (h) No payment shall be made to the Contractor for or in respect of hand tools or equipment that are tools of the trade.
- 10.5. Each month, the Contractor may submit an invoice to the City covering work performed to carry out the Change in the Work during the preceding month and to the extent that the work covered by the invoice can be verified by the City, the invoice will be processed by the City for payment.
- 10.6. The final invoice shall be submitted by the Contractor within 30 days after the completion of the Change in the Work.
- 10.7. Separate invoices shall be submitted in triplicate for each Change in the Work. Each invoice shall include the requisition number and covering dates of the work and shall itemize separately, labour, materials and equipment and submitted with the invoice shall be invoices for materials, Rented Equipment and other charges incurred by the Contractor in carrying out the Change in the Work.

GC 11 CERTIFICATES AND PAYMENTS

- 11.1. The Contractor shall submit to the City and the Consultant, at least 20 calendar days before the first Proper Invoice submission, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment. Prior to each Proper Invoice submission, the Contractor and Consultant shall jointly check the progress of the Work for completeness and accuracy to avoid delay in payment process.
- 11.2. Applications for payment on account shall be made monthly as the Work progresses and it shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed by the City. All amount claimed under applications for payment shall be for the value, proportionate to the amount of the Contract, of Work performed and products delivered to the Place of the Work as the last day of the payment period. Any Products delivered to the Place of the Work but not yet incorporated into the Work shall remain at the risk of the Contractor.
- 11.3. The Contractor shall submit, with each Proper Invoice submission after the first, a Statutory Declaration, in a form satisfactory to the City, stating that payments in connection with the Work, as noted in the Statutory Declaration, have been made to the end of the period immediately preceding that covered by the current application, and if requested by the City, a Statutory Declaration from any Subcontractor, as may be identified by the City in a form satisfactory to the City. The Statutory Declarations shall be dated the same date as the Contractor's Proper Invoice submission date.
- 11.4. Each Contractor's Proper Invoice shall be accompanied by a current Workplace Safety and Insurance Board Certificate stating that the Contractor is in good standing with the Workplace Safety and Insurance Board and that all assessments have been paid by the Contractor to the date of such application and, in the event that any insurance policy

- required to be maintained by the Contractor under the Contract Documents has either lapsed or the City or the Consultant has received notice from the insurer of cancellation of coverage thereunder, an up-to-date certificate of insurance with respect to such policy evidencing that same is in full force and effect and fully paid for.
- 11.5. The Contractor shall submit with each Proper Invoice, payment receipts for products and materials purchased under conditional sales contracts. Authorization for payment of products and materials purchased under conditional sales contracts shall not be made by the City until evidence of payment is submitted.
- 11.6. The Contractor shall utilize and submit to the Consultant and the City one hard copy, and one electronic copy (in a pdf. Format) of the Proper Invoice, in a form satisfactory to the City, when submitting its formal Proper Invoice. In addition, a breakdown of approved Changed Orders and percentage completed of each shall be included, in a form satisfactory to the City. Deviation or incomplete submissions with respect to the approved breakdown will required resubmission of the Proper Invoice.
- 11.7. The Consultant shall issue to the City and copy to the Contractor a certificate for payment in the amount applied for, or in such other amount as the Consultant determines to be properly due. Certificates for payment may provide for retention of amounts as determined by the Consultant to ensure correction of deficient work done or unacceptable Products provided. If the Consultant amends the application, the Consultant will promptly advise the Contractor in writing giving reasons for the amendment.
- 11.8. Provided the Contractor is not in default under the Contract, and in accordance with, the provisions of the Contract Documents and the Construction Act, RSO 1990, c. C.30 (the "Construction Act") the City shall make progress payments to the Contractor on account of the Work performed as per the current Construction Act, based upon the Contractor's applications for payment as certified by the Consultant, together with such Value Added Taxes as may be applicable to such amount certified by the Consultant, subject to the statutory holdback of 10%.
- 11.9. Payment by the City pursuant to the Contract shall not preclude the City from thereafter disputing any of the items involved and shall not be construed as acceptance of any part
- 11.10. All certificates issued by the City shall be to the best of its knowledge, information and belief. By issuing any certificate the City does not confirm the correctness or completeness of the Work.
- 11.11. As of the date of the final certificate for payment as set out in the certificate of Total Performance of the Work, the Contractor expressly waives and releases the City from all claims against the City including without limitation those that might arise from the negligence or breach of contract by the City except those made pursuant to GC 6 - DISPUTES prior to the Contractor's final Proper Invoice and still unsettled.

- 11.12. The Contractor shall not be entitled to claim, demand or receive any interest upon any payments on account of delay in approval by the City.
- 11.13. In the event that any portion of the Work is defective or is not performed in accordance with the Contract Documents, the City may retain as a holdback an amount equal to twice the estimated cost which the City, or if a Consultant has been appointed, the Consultant, estimates will be incurred to correct the Work until the Work has been corrected to the satisfaction of the City.
- 11.14. In the event that any insurance policy required to be maintained by the Contractor under the Contract has lapsed, or the City has received notice from the insurer of cancellation of coverage thereunder, the City may withhold payment until a current certificate of insurance has been provided in a form satisfactory to the City.

GC 12 TAXES AND DUTIES

- 12.1. The Contractor shall pay the government sales taxes, customs duties and excise taxes with respect to the Contract.
- 12.2. Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the Contractor will apply for such exemption or refunds to the appropriate taxing authority and shall immediately submit to the City a statement of exemption or refunds claimed and benefits received and in any event prior to Substantial Performance of the Work.
- 12.3. The City reserves the right to make deductions from progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be set off from payments to the Contractor pending receipt of a statement of benefits resulting from a decrease in tax costs at which time a final adjustment will be made.
- 12.4. Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the bid which were not anticipated at the time of bidding shall increase or decrease the Contract Price accordingly provided that a claim for increase in costs shall be submitted prior to Substantial Performance of the Work.
- 12.5. The City agrees to pay to the Contractor the Harmonized Sales Tax in the manner provided by the provisions of the Excise Tax Act. The Contractor agrees to provide the City with all information and other assistance necessary to enable the City to obtain any input tax credit to which it may be entitled and if the Contractor does not do so, the City may withhold amounts otherwise due as payment pursuant to GC 11 - CERTIFICATES AND PAYMENTS.
- 12.6. Subject to GC 12.5, the City shall pay to the Contractor amounts owing in respect of the Harmonized Sales Tax on the earlier of:

- (a) the day on which payment is made pursuant to GC 11 - CERTIFICATES AND PAYMENTS; and
- (b) the last day of the calendar month immediately after the month in which Substantial Performance of the Work was attained.

However, no Harmonized Sales Tax is payable in respect of any holdback amount until the earlier of:

- (c) the date upon which the holdback becomes due; and
- (d) the date upon which it is paid.

GC 13 LAWS, NOTICES, PERMITS AND FEES

- 13.1. The laws of the Place of the Work shall govern the Work.
- 13.2. The Contractor shall, and shall ensure that its Subcontractors, obtain the permits, licences and certificates and pay the fees required for the performance of the Work which are in force at the date of bid closing, but this shall not include the obtaining of permanent easements or rights of servitude.
- 13.3. The Contractor shall give the required notices and comply with and enforce the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health and the environment and to construction safety.
- 13.4. The Contractor shall review the Contract Documents. If it comes to the Contractor's attention that the Contract Documents are not in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work or require modification by the authorities having jurisdiction, the Contractor shall notify the City and the Consultant in writing requesting direction immediately upon the requirement for such variance or change becoming known to the Contractor.
- 13.5. If the Contractor fails to notify the City and the Consultant in writing and obtain its direction as required in GC 13.4 and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, the Contractor shall be responsible for and shall correct the violations thereof and shall bear the costs, expense and damages attributable to its failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.
- 13.6. The Contractor will be responsible for removal and disposition of all excavated material including all necessary approvals, consents and permits.

- 13.7. In addition to any other obligation of the Contractor hereunder:
- (a) the handling and storage of explosives will be carried out in accordance with the regulations issued by the Explosives Division of the Federal Department of Mines and Resources; and
 - (b) work in tunnels or open caissons will be carried out in accordance with the regulations issued pursuant to the Occupational Health and Safety Act.

GC 14 PATENT FEES

- 14.1. The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract. It shall hold the City harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the Contractor or anyone for whose acts it may be liable.

GC 15 WORKPLACE SAFETY & INSURANCE

- 15.1. Upon execution and delivery of the Contract, prior to commencing the Work and prior to receiving payment on Substantial Performance of the Work and Total Performance of the Work or any holdbacks retained, the Contractor shall provide evidence of compliance with the requirements of the province of Ontario with respect to workplace safety & insurance including payments due thereunder.
- 15.2. At any time during the term of the Contract, when requested by the City, the Contractor shall provide such evidence of compliance by itself and its Subcontractors.
- 15.3. If the Contractor at any time fails to pay any assessment or compensation required to be paid with respect to workplace safety & insurance, the City may pay such assessment or compensation and charge the cost thereof to the Contractor.

GC 16 INDEMNIFICATION

- 16.1. Refer to the City's *General Terms and Conditions* Part III, Section 15 – Indemnity.

GC 17 INSURANCE

- 17.1 Refer to the City's *General Terms and Conditions* Part III, Section 16 – Insurance.

GC 18 PROTECTION OF WORK AND PROPERTY

- 18.1. The Contractor shall protect the Work and the City's property and property adjacent to the Place of the Work from damage and shall be responsible for damage which may arise as the result of its performance or failure to perform under the Contract.

- 18.2. Should the performance or non-performance by the Contractor under the Contract result in damage to the Work, the City's property or property adjacent to the Place of the Work, the Contractor shall be responsible for the making good of such damage at its expense.

GC 19 DAMAGES AND MUTUAL RESPONSIBILITY

- 19.1. If the City should suffer damage in any manner because of any wrongful act or neglect of the Contractor or of anyone for whom the Contractor is responsible in law, then the City shall be reimbursed by the Contractor for such damage.
- 19.2. If the Contractor has caused damage to an Other Contractor on the Work, the Contractor agrees upon due notice to settle with such Other Contractor by agreement or arbitration, if such other Contractor will so settle. If such Other Contractor sues the City on account of damage alleged to have been so sustained, the City shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If a final order or judgment against the City arises therefrom the Contractor shall pay or satisfy it and pay the costs incurred by the City.

GC 20 BONDS

- 20.1. Refer to City's *General Terms and Conditions*, Part III, Section 24 – Construction Act.

GC 21 WARRANTY

- 21.1. Refer to City's *General Terms and Conditions*, Part III, Section 14 – Warranty.

GC 22 BID DEPOSIT

- 22.1. Refer to bid document for bid deposit requirements.

GC 23 LIQUIDATED DAMAGES

- 23.1. Refer to the bid document for liquidated damages requirements.

GC 24 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 24.1. The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work under the Contract.
- 24.2. The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction safety legislation.

- 24.3. The Contractor shall provide and maintain all temporary facilities and controls required for the proper execution of the Work in accordance with current applicable regulations and requirements as per the Contract Documents.
- 24.4. The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 24.5. The Contractor shall review the Contract Documents and shall promptly report to the City and the Consultant any error, inconsistency or omission it may discover. If the Contractor does discover any error, inconsistency or omission in the Contract Documents it shall not proceed with the work affected until it has received corrected or missing information from the City or the Consultant. Additional work necessary due to the failure of the Contractor to obtain clarification shall be performed at the Contractor's expense.
- 24.6. The Contractor shall prepare and update as required a construction schedule in a form acceptable to the City indicating the timing of the major activities of the Work such schedule to be prepared by the Contractor and approved by the City prior to the commencement of construction. The schedule shall be designed to ensure conformance with the required Contract Time. The Contractor shall perform the Work in accordance with the approved schedule. The Contractor shall give the City at least 24 hours notice prior to any anticipated deviation from the approved schedule provided that any extension of the Contract Time shall be subject to the provisions of GC 4 - EXTENSION OF CONTRACT TIME.
- 24.7. The Contractor shall prepare and submit a preconstruction photographic or video record of existing damage to the facilities (interior and exterior), site and adjacent facilities to the City prior to mobilizing to site. Any damage reported during the construction that is not noted in the preconstruction photographic or video record is to be repaired by the Contractor to match the pre-existing condition at no additional cost to the City.

GC 25 SUPERINTENDENCE

- 25.1. The Contractor shall employ a competent supervisor as specified in the tender document and necessary assistants who shall be in attendance at all times at the Place of the Work while work is being performed.

- 25.2. The supervisor shall be satisfactory to the City and the Consultant and shall not be changed except for good reason and only then after consultation with the City and the Consultant.
- 25.3. The supervisor shall represent the Contractor at the Place of the Work and instructions given to him or her by the Consultant shall be held to have been given to the Contractor.

GC 26 LABOUR AND PRODUCTS

- 26.1. Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for labour, Products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 26.2. Products provided shall be new unless otherwise specified in the Contract Documents. Products which are not specified shall be of a quality best suited to the purpose required and their use and shall be subject to the approval of the City.
- 26.3. The Contractor shall maintain good order and discipline among its employees engaged on the Work and shall not employ on the Work anyone not skilled in the task assigned to him or her.
- 26.4. Whenever the City shall inform the Contractor in writing that any person performing the Work, in its opinion:
- (a) is incompetent or disorderly;
 - (b) interferes with the ability of the Contractor, Subcontractors or Other Contractors to perform the Work;
 - (c) carries on an unlawful activity;
 - (d) acts in a manner inconsistent with the timely completion of the Work;
 - (e) injures or attempts to injure any person or property; or
 - (f) is not using all reasonable efforts to work safely,
- such person or persons shall be discharged from the Work and shall not again be employed on the same without the City's written consent.
- 26.5. If, in the opinion of the City, the force of workers, either in numbers or character, or the equipment or materials of the Contractor is not adequate or appropriate for carrying out the Contract in its entirety, and if the City shall notify, in writing, the Contractor thereof, setting forth the matters complained of and the remedy required then the Contractor

shall forthwith increase or change the force of workers or provide such further or other equipment or materials as required by the City's notice, all at the Contractor's expense.

- 26.6. If the Contractor omits, neglects, or refuses to comply with the instructions in writing of the City as to any portion or portions of the Work, the City may, at its option, proceed to do the work required and for that purpose may hire such workers and procure such equipment and materials as may be necessary therefor, and may also make use of any equipment or materials belonging to the Contractor found on the Place of the Work, and the expense thereof will be proper charge against the Contractor.
- 26.7. The Contractor is responsible for ensuring that all equipment supplied by it or by any Subcontractor under the Contract complies with the requirements of the Contract and in particular with the requirements of the specifications for equipment, and that all suppliers of such equipment comply with such requirements. Failure on the part of a supplier to comply with such requirements shall not relieve the Contractor of responsibility for ensuring that the requirements of the Contract are fulfilled.

GC 27 SUBSURFACE CONDITIONS

- 27.1. The Contractor agrees that it is fully informed regarding all of the conditions affecting work to be done and labour and materials to be furnished for the completion of the Contract, and that this information was secured by personal investigation and research and not from the data received from the City, the Consultant or their respective representatives.
- 27.2. The Contractor acknowledges that any data received from the City was compiled for the use of the City. No responsibility will be assumed by the City for the correctness or completeness of the data and should any such data be found to be incorrect or incomplete, the Contractor shall have no claim on that account.

GC 28 USE OF THE WORK

- 28.1. The Contractor shall confine its apparatus, the storage of Products, and the operations of its employees to limits indicated by laws, ordinances, permits or the Contract Documents and shall not unreasonably encumber the premises with its Products, construction equipment and machinery.
- 28.2. The Contractor shall not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety of the Work.

GC 29 CLEANUP AND FINAL CLEANING OF THE WORK

- 29.1. The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the City, other contractors or their respective employees.

- 29.2. Upon attaining Substantial Performance of the Work, the Contractor shall remove its surplus Products, tools, construction machinery and equipment not required for the performance of the remaining work. The Contractor shall also remove waste products and debris other than that caused by the City, other contractors or their respective employees, and leave the Work clean and suitable for occupancy by the City unless otherwise specified.
- 29.3. Total Performance of the Work shall not be attained until the contractor has removed its surplus Products, tools, construction machinery and equipment. The Contractor shall also have removed waste products and debris, other than that caused by the City, other contractors or their respective employees.
- 29.4. Before the Work shall be accepted by the City, the Contractor shall put the Place of the Work in satisfactory condition for operation. All rubbish and surplus material resulting from the Work shall be removed or disposed of as directed by the City.

GC 30 CUTTING AND REMEDIAL WORK

- 30.1. The Contractor shall do the cutting and remedial work required to make the several parts of the Work come together properly.
- 30.2. The Contractor shall co-ordinate the Work to ensure that this requirement is kept to a minimum.
- 30.3. Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger the Work.

GC 31 INSPECTION OF THE WORK

- 31.1. The City, the Consultant and their authorized agents or representatives shall at all times have access to the Work. If parts of the Work are in preparation at locations other than the Place of the Work, the City, the Consultant and their authorized agents or representatives shall be given access to such work whenever it is in progress.
- 31.2. If work is designated for special tests, inspections or approvals in the Contract Documents or by the City's or the Consultant's instructions or the laws or ordinances of the Place of the Work, the Contractor shall give the City and the Consultant timely notice requesting inspection. The Contractor shall arrange for inspections by other authorities and shall give the Consultant timely notice of the date and time.
- 31.3. If the Contractor covers or permits to be covered work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the Contractor shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed and make good such work at its own expense.

- 31.4. The City or the Consultant may order any part or parts of the Work to be specially examined should it believe that such work is not in accordance with the requirements of the Contract Documents. If, upon examination such work be found not in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work is found in accordance with the requirements of the Contract Documents, the City shall pay the cost of examination and replacement.
- 31.5. The Contractor shall furnish promptly to the City and the Consultant 2 copies of certificates and inspection reports relating to the Work.

GC 32 REJECTED WORK

- 32.1. Defective work, whether the result of poor workmanship, use of defective Products, or damage through carelessness or other act or omission of the Contractor or any of its Subcontractors and whether incorporated in the Work or not, which has been rejected by the City or the Consultant as failing to conform to the Contract Documents shall be removed promptly from the Place of the Work by the Contractor or such Subcontractor and replaced or re-executed promptly in accordance with the Contract Documents at the Contractor's or such Subcontractor's expense.
- 32.2. Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.
- 32.3. If in the opinion of the City or Consultant it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the City may deduct from the monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents, the amount of which will be determined by the City.
- 32.4. The Consultant shall not have any power to waive obligations of the Contract for the furnishing by the Contractor of good material and of its performing good work as herein described and in full accordance with the Contract Documents. No failure or omission of the City or the Consultant to condemn any defective work or material shall release the Contractor from the obligation to at once tear out, remove and properly replace the same at any time upon the discovery of said defective work or material, at the Contractor's expense. In case the Contractor should refuse or neglect to remove any rejected work or material within 48 hours after written notice from the City, such work or material may be removed by order of the City and at the Contractor's expense.

GC 33 SHOP DRAWINGS

- 33.1. The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.

- 33.2. The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract Documents or as the City or the Consultant may reasonably request.
- 33.3. Prior to submission to the City and the Consultant, the Contractor shall review all shop drawings. By this review the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date, and signature of a responsible person.
- 33.4. The Contractor shall submit shop drawings to the City and the Consultant with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of Other Contractors. Shop drawings shall be submitted in the form of reproducible transparencies or prints as the City or the Consultant may direct. At the time of submission the Contractor shall notify the City and the Consultant in writing of any deviations in the shop drawings from the requirements of the Contract Documents.
- 33.5. The City and the Consultant will review and return shop drawings with reasonable promptness. The City's and the Consultant's review will be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless the Contractor has notified the City and the Consultant in writing of a deviation in the shop drawings from the Contract Documents and such deviation has been specifically approved in writing by the City and the Consultant.
- 33.6. The Contractor shall make any changes in shop drawings which the City and the Consultant may require consistent with the Contract Documents and resubmit unless otherwise directed by the City and the Consultant. When resubmitting, the Contractor shall notify the City and the Consultant in writing of any revisions other than those requested by the City and the Consultant.

GC 34 LINES AND GRADES

- 34.1. Prior to commencement of construction, the Contractor will locate on site those property bars, baselines and benchmarks which are necessary to delineate the Place of the Work and to lay out the Work, all as shown on the Contract Documents. The Contractor shall notify the City and the Consultant of the location of such property bars, baselines and benchmarks so that the same may be reviewed by the City and the Consultant.
- 34.2. The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any property bars disturbed, damaged or removed by the Contractor's operations

shall be replaced under the supervision of an Ontario Land Surveyor, at no extra cost to the City.

- 34.3. At no extra cost to the City, the Contractor shall provide the City and the Consultant with such materials and devices as may be necessary to review the lay out of the baseline and benchmarks, and as may be necessary for inspection of the Work.
- 34.4. The Contractor shall provide qualified personnel to layout and establish all lines and grades necessary for construction. The Contractor shall notify the City and the Consultant of any layout work carried out, so that the same may be reviewed by the City or the Consultant.
- 34.5. The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution of the Work. The Contractor shall supply one copy of all alignment and grade sheets to each of the City and the Consultant.
- 34.6. The Contractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been reviewed by the City and the Consultant.
- 34.7. All stakes, marks and reference points provided by the City or the Consultant shall be carefully preserved by the Contractor. In the case of their destruction or removal, such stakes, marks and reference points will be replaced by the Contractor at no extra cost to the City.

GC 35 OWNER SUPPLIED MATERIAL

- 35.1. The Contractor shall give the City not less than 10 Working Days notice of the time at which material or equipment to be supplied to by the City pursuant to the specifications ("Owner Supplied Material") will be required, and on delivery of same will provide proper storage facilities and become responsible for the proper care of same until incorporated in the Work.
- 35.2. The City will supply free of costs to the Contractor and f.o.b. job site or Contractor's yard, all Owner Supplied Material. The Contractor shall unload all Owner Supplied Material supplied by the City at the Contractor's own cost. The City shall not be liable for, and no claims shall be made by the Contractor for, loss or compensation on account of delay or failure to provide Owner Supplied Material from causes that are beyond the City's control. The City will not be responsible for any rental or other charges for handling, hauling or storing Owner Supplied Material or excess Owner Supplied Material ordered by the Contractor for the Work. The full amount of Owner Supplied Material in each shipment must be accounted for by the Contractor, and any theft, loss or damage occurring to the Owner Supplied Material after delivery to it shall be charged against the Contractor. Should the Contractor order Owner Supplied Material in excess of the amount necessary to complete the Work, the return freight will be paid by the

Contractor, but if the Owner Supplied Material is shipped to another job, the Contractor will pay any excess freight charges over direct shipment to such point.

- 35.3. Where Owner Supplied Material arrives at the delivery point in a damaged condition or where there are discrepancies between the quantities received and the quantities shown on the bills of lading, the Contractor shall immediately report such damage or discrepancies to the City and the Consultant who shall arrange for an immediate inspection of the shipment and provide the Contractor with a written release from responsibility for such damage or deficiencies. Where damage or deficiencies are not so reported, it will be assumed that the shipment arrived in good order and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the City.
- 35.4. Such Owner Supplied Owner Supplied Material or equipment shall remain at the risk of the Contractor who shall be held responsible for the safe keeping of same. The Contractor shall not exercise any act of ownership or control over such Owner Supplied Material, or remove any Owner Supplied Material from the Place of the Work or use the same for purposes other than the Performance of the Work, without permission in writing of the City.
- 35.5. Empty reels, crates, containers and other types of packaging from Owner Supplied Material shall become the property of the Contractor when they are no longer required for their original purpose and shall be disposed of by the Contractor unless otherwise specified in the Contract Documents.

GC 36 DEMURRAGE AND STORAGE

- 36.1. The Contractor shall be liable for all demurrage and storage charges on shipments containing material for the Work.

GC 37 PROTECTION AGAINST CLAIMS FOR LABOUR AND MATERIAL

- 37.1. The Contractor covenants and agrees that it will pay or cause to be paid all accounts for labour, material, equipment and supplies together with accounts for equipment rental, accounts for freight incurred and for all other supplies furnished, and for all work done under the Contract (collectively, the "Accounts"), and it will indemnify and save harmless the City at all times from all claims in relation hereto. It is agreed that the Contractor shall furnish the City with satisfactory evidence that all Accounts have been duly paid, and in case such evidence is demanded by and not furnished to the City, such amount as may in the opinion of the City be necessary to pay such Accounts may be retained from the money due the Contractor under the Contract until satisfactory evidence is furnished that all Accounts have been paid in full. The Contractor covenants and agrees that the City shall have the right (but not the obligation) to pay any Accounts and charge the same to the Contractor and failing payment thereof the City may deduct the amounts paid from any monies due or which may become due to the

Contractor. If the City receives a notice of lien in respect of the Work, in addition to all amounts for which the Contractor may otherwise be liable to pay the City and without prejudice to any other remedy available to the City, the Contractor shall pay to the City the amount of 25% of the lien amount to be retained as a holdback until the City is satisfied that all Accounts have been paid in full and any liens have been discharged.

- 37.2. The City shall be at liberty in its discretion to pay all arrears, or wages and salaries which in arrears for a period of more than one week and deduct the same from the monies due or which may become due to the Contractor. The production of a statutory declaration by any worker or employee setting forth the amount of wage or salary claimed to be due shall be sufficient authority to the City for the payment of the amount claimed.
- 37.3. When the liabilities of the Contractor under the Contract exceed the monies owing by the City, the Contractor or its surety shall pay all such claims as are certified by the City.

GC 38 MAINTAINING ROADWAYS AND DETOURS

- 38.1. The Contractor shall at all time carry out the Work in a manner that will create the least interference with traffic consistent with the faithful performance of the Work. The Contractor shall not close any portion of the roadway except by written order of the Commissioner and, when such closure is so authorized, the Contractor, at its own cost and expense, shall furnish, erect and maintain such barriers, lights and notices and employ such watchman or watchmen as are legally necessary, or as the City may direct, for the prevention of accidents.
- 38.2. The Contractor shall at its own expense save from injury all trees on or adjoining the roadway unless the City shall otherwise direct, and shall handle carefully and satisfactorily replace, at its own expense, all fences which it may be necessary to remove in order to carry on the Work.
- 38.3. Whenever the roadway is under construction and traffic is maintained within the limits of the highway or carried on detours constructed by the Contractor or its agents or arranged through private property, the Contractor shall maintain at its expense a safe road for traffic, unless this duty is specifically assumed by the City. In no case will the City pay for the construction of these detours.
- 38.4. Where the highway is closed and traffic diverted entirely off the right-of-way on to an established road allowance the Contractor, at its expense, shall carefully barricade, light and protect all points where traffic may enter by other public roads, highways or other entrances. The Contractor, at its expense, shall supply a watchman to protect barricades and direct traffic for each end of the enclosed area and shall ensure that a watchman shall be on duty at each end of the said ends for 24 hours of every day of the closure. The Contractor agrees to sign, light and maintain such approved detours as may be used during the said closure of highway.

GC 39 INSPECTION OF BOOKS, PAYROLLS, ACCOUNTS AND RECORDS

39.1. The City and/or the Ministry of Labour may inspect and audit the books, payrolls, accounts and records of the Contractor at any time during the period of the Contract and at any time thereafter as deemed necessary, and the Contractor shall supply certified copies of payrolls and any other records required by the City as and when called for. The Contractor shall also preserve all original records pertaining in any way to the work of the Contract. The Contractor shall require that all Subcontractors be subject to the provision of the above. Records must be kept for one year after final payment is made.

GC 40 WAIVER BY CITY

40.1. The parties hereto hereby expressly agree that no waiver by the City in charge of the Work in respect of the performance by the Contractor of any of the provisions, stipulations or agreements contained in the Contract, or in respect of anything shown in the plans, shall be of any force or effect unless in writing signed by the City, respectively, and in any event shall not operate as a waiver of any other subsequent default.

GC 41 TRUCKING

41.1. Where motor trucks, used by the Contractor for hauling, cause damage to roads, the City may direct the Contractor at its expense to use trucks of less weight.

GC 42 OVERHAUL

42.1. It is understood by the Contractor that no allowance will be made for overhaul, unless specifically stated in the Contract or approved in writing by the City.

GC 43 HAUL ON MATERIALS

43.1. Notwithstanding any other information herein contained, no extra payment shall be made for haul on any material supplied for the Contract either by the Contractor or by the City, unless specifically stated in the Contract or approved in writing by the City.

GC 44 NOTICES BY CONTRACTOR

44.1. All necessary notices to waterworks, gas, electric light or power, telecommunications companies, City or occupants of property, or other interested parties, shall be given by the Contractor at least 2 weeks in advance of the Work except where the serving of such notice is the express duty of the City. One copy of all such notices shall be provided to the City. The City does not undertake to remove poles or other obstructions in advance of Contractor's work.

GC 45 OCCUPATIONAL HEALTH AND SAFETY ACT, ENVIRONMENTAL PROTECTION ACT, ONTARIO WATER RESOURCES ACT AND FISHERIES ACT

45.1. Refer to City's *General Terms and Conditions*, Part III, Section 5 – Health and Safety.

GC 46 OCCUPANCY BY CITY

46.1. The City reserves the right to take possession of and use any completed or partially completed portion of the Work provided that the City does not interfere unreasonably with the Contractor's performance of the Work. Such possession or use shall not be construed as acceptance of the Work or any part thereof.

GC 47 NO CLAIMS FOR PROFIT

47.1. If any change or deviation or omission from the Work is made by which the amount of Work to be done is decreased or if the whole or any portion of the Work is dispensed with, no compensation shall be claimed by the Contractor or any Subcontractors for any loss of anticipated profits.

GC 48 APPROVALS

48.1. Whenever in the Contract any matter is subject to the consent, approval, determination, consideration or authority of the City or is to be acceptable or to the satisfaction of the City, such consent, approval, determination, consideration, authority or determination of acceptability or satisfaction shall be in the sole and absolute discretion of the City.

GC 49 NON-RESIDENT

49.1. If the Contractor is non-resident in Ontario or Canada:

- (a) it shall obtain from the Retail Sales Tax Branch a certificate showing that the Contractor has registered with the Retail Sales Branch and shall submit such certificate to the City on or before execution of the Contract; and
- (b) it shall not commence work or order any materials or equipment for the Contract until it has registered with the Retail Sales Tax Branch; and
- (c) it shall obtain all necessary approvals, consents, permits, licences, certificates, registrations and other authorizations prior to execution of the Contract.

49.2. The Contractor shall ensure that all subcontractors whom it proposes to use for carrying out any of the Work required by the Contract and who are non-resident in Ontario or Canada have:

- (a) registered with and have complied with the requirements of the Retail Sales Tax Branch before they commence any such work; and
- (b) obtained all necessary approvals, consents, permits, licences, certificates, registrations and other authorizations prior to execution of the subcontract.



8 April 2019

Workplace injuries and illnesses are preventable. The City of Markham (the City) holds employee health and safety as an integral element of success for the Municipality as a whole. The City's strategic plan, *"Building Markham's Future Together"* includes in the goal statement that "We will foster a safe and healthy work environment". Therefore, the City is committed to maintaining a healthy and safe workplace by engaging all employees in the prevention of occupational injury and illness through timely and effective hazard recognition, assessment and control activities.

To achieve the goal of an injury and illness free workplace, the active participation and support of the Chief Administrative Officer, Commissioners, Directors, Managers, Supervisors, Employees, Unions and Associations is required. To that end, the City maintains a Health and Safety Management System (HSMS) to achieve the following objectives:

- Comply with all applicable federal, provincial, and municipal legislative requirements;
- Recognize, assess and control health and safety hazards in an expedient and effective manner; this includes steps to address and reasonably control the risk of violence and harassment in the workplace;
- Develop and communicate a comprehensive HSMS that supports prevention of occupational injuries and illnesses, including less visible injuries and illnesses such as those that relate to mental health and ergonomics.
- Develop and communicate health and safety policies as well as standards and programs (including safe operating procedures, processes and guidelines) that support the health and safety policies;
- Ensure appropriate training and instruction of staff in applicable legislation, safe work procedures, and hazard identification and reporting, including Worker and Supervisor Health and Safety Awareness training;
- Ensure that all employees understand their responsibility to work safely and to report all hazardous conditions in a timely manner;
- Identify and communicate the health and safety rights, roles and responsibilities of all employees;
- Prohibit reprisals against employees for exercising their legislated rights;
- Ensure that competent persons are appointed as managers and supervisors and are held accountable for the health and safety of all employees under their supervision;
- Support managers and supervisors in fulfilling their responsibility which include ensuring:
 - machinery and equipment are maintained and operated in a safe manner;
 - employees receive adequate health and safety training in their specific work tasks; and
 - employees follow established safe work practices, procedures and instruction;
- Ensure that contractors, sub-contractors and suppliers understand and meet the City's expectations with respect to health and safety by following the law as well as City policies and procedures while working at City facilities and worksites;
- Review at least annually, the HSMS, health and safety incident statistics and other relevant information, in order to ensure system sustainability, effectiveness and efficiency in preventing workplace injuries and illnesses.

In order for the City's HSMS to be effective staff must work together, at all levels of the organization, to ensure that the intent of this policy is fulfilled. Commitment to the prevention of injuries and illnesses through a robust internal responsibility system, in which all employees work together to identify and eliminate or control hazards, must form an essential part of this organization's culture and each employee's day-to-day activities.

 Trinela Cane Commissioner Corporate Services	 Catherine Conrad City Solicitor & Acting Director Human Resources	 Arvin Prasad Commissioner Development Services	 Brenda Librecz Commissioner Community & Fire Services
 Chris Bird Director Building Standards	 Stephen Chait Director Economic Growth, Culture & Entrepreneurship	 Mary Creighton Director Recreation Services	 Dave Decker Fire Chief Fire & Emergency Services
 Phoebe Fu Director Environmental Services	 Morgan Jones Director Operations	 Biju Karumanchery Director Planning & Urban Design	 Nasir Kenea Chief Information Officer
 Kimberley Kitteringham Director Legislative Services & Communications	 Brian Lee Director Engineering	 Joel Luslig Treasurer	 Graham Seaman Director Sustainability & Asset Management



Project Name: _____

Contractor Pre-Start Safety Submissions

On behalf of _____ (referred to as 'The Company') I confirm that the following information is true and correct.
(name of contractor company)

The Company has forwarded the records indicated (✓) in Section 1 and will make available the records indicated (✓) in Section 2.

The Company has read and understands the City of Markham's General Terms & Conditions. The Company has received a copy of the City of Markham's Health & Safety Policy and understands the City of Markham's expectations regarding health and safety as described in the City "Contractor Safety" information package and will ensure that all persons brought on site by us or our sub-contractors (including our employees and subcontractors) abide by the City of Markham's health and safety rules as well as all legislative requirements.

The Company has been provided a list of all designated substances and other hazardous materials present at the work site.

If work in confined space(s) is being performed, the Company understands that the Company must complete either the 'Coordination Document' (for multiple employer entries) or the 'Single Contractor Acknowledgement of Compliance' form.

If hot work is being performed, the Company understands that the Company must follow (or exceed the requirements of) the City's Hot Work Program, including completion and timely submission of hot work permits to the City Project Manager.

The Company understands that this document and all associated submissions do not waive our legal obligations under the Occupational Health & Safety Act (referred to as 'the Act'), Regulations or any other legislation.

The Company will ensure that all supervisors (as defined in the Act), workers and sub-contractors fulfill their legal responsibilities per the Act, Regulations and other applicable legislation and that supervisors understand and will comply with the following City of Markham expectations:

- Onsite supervisor will ensure that a daily inspection of the work site is completed and a record of those inspections is made available to the City of Markham on request.
- Onsite Supervisor will engage all workers on site in regular safety talks and make available a record of attendance on request by the City of Markham.
- Onsite supervisor will ensure all workers work in compliance with the Act & Regulations and City of Markham policies and procedures.
- Onsite supervisor will ensure that a City of Markham 'Contractor Report of Accident / Incident' is completed for any accidents, incidents, threats or acts of violence, damage to property or other hazardous act that occurs during the project work; the completed report must be forwarded to the City of Markham representative for the project within 24 hours of the incident. In the event of a critical injury or fatality, the onsite supervisor shall immediately contact the City of Markham representative for the project and the Senior Health & Safety Specialist (Nancy Myles, 905-477-7000 x3440)

The City of Markham Representative for the project is: _____

Representative for the Contractor:			
Name	Signature	Company	Date

REQUIRED CONTRACTOR DOCUMENT SUBMISSIONS	
PROOF OF EMPLOYEE TRAINING: (attach to this form when completed, required for each person performing related tasks) (*Note: training matrices submitted as proof of training must indicate - as a minimum - worker name, type of training, date of training and training expiry date)	Submitted (✓)
Proof of training – WHMIS General (all onsite workers)	
Proof of training – WHMIS Specific (all onsite workers)	
Proof of training – Transportation of Dangerous Goods (if products listed in TDG Regulations are transported to / within / from the City of Markham)	
Proof of training – Confined Space for all workers working in / entering areas identified as confined spaces	
Proof of training – Work at Heights: Fall Arrest / Aerial Work Platforms / Ladder Safety / Scaffolding Safety	
Proof of training – Handling, Use, Storage, Protective Measures & Disposal of applicable Designated Substances or other hazardous materials (PCB's, etc.)	
Proof of training – Mobile Equipment - Powered Industrial Vehicles (forklift truck, etc.), Powered Lifts, Cranes / Hoists, Rigging, etc.	
Proof of training – Lock out / Tag out	
Proof of training – Traffic Control	
Proof of training – 1 st Aid / CPR for all 1 st Aid Providers onsite	
Proof of training - Trenching	
Proof of training – Electrical Safety	
Proof of training – Hot Work (welding and other hot work)	
Proof of training – Motor Vehicle, Equipment, Machinery	
Proof of training – hazardous waste disposal specific to the hazardous material being disposed of	
Proof of training – outdoor work in seasonal extreme temperatures (summer / winter as appropriate)	
Proof of training – health & safety orientation and basic awareness	
Proof of training – supervisor due diligence (for all site supervisors)	
PROOF OF COMPANY COMPLIANCE: (attach to this form when completed)	Submitted (✓)
Documentation indicating: <ul style="list-style-type: none"> • number of WSIB lost work day claims this year (to date) and the past 2 years • number of critical injuries this year (to date) and the past 2 years • number of Ministry of Labour inspections or investigations resulting in orders issued this year (to date) and the past 2 years. • number of Ministry of Labour Orders issued this year (to date) and the past 2 years 	
Current WSIB Clearance Certificate	
Form 1000 - "Registration of Constructors and Employers Engaged in Construction" completed by City of Markham, contractors and subcontractors (also to be posted at the project)	
"Notice of Project" completed and filed with the local MOL Office (also to be posted at the project)	
List of all Controlled Products / Designated Substances / Other Hazardous Materials brought onsite (include a description of their use in the project and period of use) – attach MSDS for each.	
Company Health & Safety Policy Statement and Program Manual	
REQUIRED RECORDS TO BE MADE AVAILABLE TO THE CITY ON REQUEST	(✓)
The following records must be maintained as current per legislative requirements and available for inspection by a City of Markham representative	
All applicable licenses, certificates and training records pertaining to qualification to perform the work but not listed above for each worker on site (includes: driver abstracts, electrical and millwrights licensing, steam fitting, welder tickets, supervisor training records etc.)	
Inspection, preventive maintenance and repair records for all machinery, equipment and vehicles brought on site. (including rented / leased equipment)	
Job Specific Hazard Training & General Safety Training records not listed above for each worker	
All pertinent Health & Safety Procedures not included in the manual above.	
Assessment(s) of the potential for violence or harassment in the workplace, related policy and records of employee training for the prevention of violence and harassment.	

Distribution: Original to be retained in project file, Copies to contractor, purchasing department, facility manager and Senior Health & Safety Specialist.



101 Town Centre Blvd., Markham, Ontario L3R 9W3 905-477-7000, Ext. 3370

CONSTRUCTOR / CONTRACTOR REPORT OF HEALTH & SAFETY INCIDENT

To be completed immediately following any incident that impacts the health and/or safety of persons. To be completed by the General Contractor/site supervisor/foreman and forwarded, within 12 hours of the incident, to the City of Markham Project Manager, City Facility Manager (if applicable) and the City Senior Health & Safety Specialist (email: nmyles@markham.ca or fax: 905-479-7774).

The City Project Manager, Facility Manager (if applicable) & Senior Health & Safety Specialist shall be notified immediately in the event of critical injury to a person, exposure or other event that causes the Ministry of Labour to attend (random inspections that do not result in the issuance of orders is exempt)

City of Markham Project Identification			
City of Markham Project Manager			
General Contractor (if applicable)			
Contractor / Subcontractor (as applicable)			
Type of Incident: (check all that apply) <input type="checkbox"/> Injury to person(s)* <input type="checkbox"/> Exposure of person(s)* to harmful material, chemical, gas *if injury/exposure to person indicate: 1. Name of Injured/ Exposed Person(s): _____ 2. <input type="checkbox"/> employee <input type="checkbox"/> City of Markham employee <input type="checkbox"/> member of public <input type="checkbox"/> other: _____ 3. <input type="checkbox"/> Critical Injury. Was it reported to MOL: <input type="checkbox"/> yes, date: _____ <input type="checkbox"/> no, reason for not reporting: _____ <input type="checkbox"/> Report of violence or threat of violence <input type="checkbox"/> Vehicle or Heavy Equipment Accident <input type="checkbox"/> Damage to property, equipment, machinery			
<input type="checkbox"/> MOL attendance at site. Where orders issued? <input type="checkbox"/> YES (attach) <input type="checkbox"/> NO			
Date & Time of Incident (indicate am/pm)			
Location of Incident (include facility name, address, site description, and exact location at site/facility)			
Witnesses:	Name	Address	Phone



101 Town Centre Blvd., Markham, Ontario L3R 9W3 905-477-7000, Ext. 3370

Incident Description: (include all pertinent details such as position of persons, equipment / machinery present, weather, weights, distances, sizes, volumes, and a step-by-step description of events) (use additional pages if required)

additional pages attached

pictures attached

MOL orders attached

Immediate Impact:

Injury/Exposure to person. Describe injury (including body part and side) _____

Attention Required: 1st Aid only Medical Assistance Critical Injury Fatality WSIB Reportable

As a result of the injury, will employee be absent from work for their next scheduled shift?

Yes No Not Applicable

Damage to vehicle, equipment, machinery or property. Describe: _____

Root Cause

Corrective Action(s)

(include person responsible and timeline)

Person Completing this Report

(include: company, position, name, signature)

City of Markham Use only

Contractor Incident No.:

Project Manager:

Received by Project Manager (date and time):

Reviewed by Project Manager (sign and date):

Comments by Project Manager: (* also complete "follow up" section below)

Reviewed by Senior Health & Safety Specialist (sign and date):

Comments by Senior Health & Safety Specialist:

* Follow Up: (to be completed by Project Manager)

Was a "Contractor Health & Safety Incident Follow Up" meeting held?

YES - Date: _____ (attach completed "Contractor Health & Safety Incident / Event Report & Corrective Action Follow Up" form)

NO - Reason for not holding meeting? _____

Forwarded to: (list all)

Department Manager: _____ Director: _____ Commissioner: _____



Project Pre-Start Safety Meeting Checklist

During the pre-start meeting held on (date) _____, the following City of Markham health & safety expectations were communicated to those present.

“Constructor” means any of constructor, contractor or general contractor for the purpose of this document.

Scope of Work, Location & Contract Number:	Duration of Project: (from – to)
--	----------------------------------

Constructor for this Project:	Contractor:
or	

There will be sub-contractors / trades working on this project (list): _____

All pertinent information discussed at this meeting will be shared by the Constructor/Contractor with all sub-contractors / trades and others present at the worksite.

Inspectors, Engineers, Architects: (list)

Attending Meeting		
Name	Company / Organization	Position

Expectation	Discussed (✓)	Comments
City's Contractor Pre- start Submissions Checklist has been completed and submitted including all required document submissions (eg. training records)		

The Constructor for the project, named above, shall ensure that all health and safety legislative requirements are met with respect to this project including but not limited to the Occupational Health and Safety Act and Regulation 213.

Number of workers that will be present on the project: _____ per shift _____ over the duration of the project

Site Supervisor / Foreperson: _____ (5 or more workers present).

- The supervisor named shall comply with all requirements specified in Regulation 213
- The supervisor's weekly inspection is documented

Health and Safety Representatives: (list name of representative and employer) _____

All required permits have been obtained: a copy of all permits are placed in the project file, including:

- Municipal Consent (Utilities)
- Occupancy Permits (all other)

Check All High Risk Tasks that will be performed as a part of the scope of this project:

- Confined Space Entry
- Work in roadways - Traffic Control required (Book 7)
- Creating Excavations / Trenches
- Work in Excavations / Trenches
- Work at Heights (>3M) (Ladders / Scaffolds / AWP/EWP)
- Work at heights (< 3M) (Ladders / Scaffolds / AWP/EWP)

Ladder styles to be used: straight extension step platform ladder none

- Operation of Motor Vehicles
- Operation of construction or other heavy equipment (such as cranes, forklift trucks)

(list: _____)

De-energized Electrical (Lockout-Tagout) Hot Work – if checked, City HW Permits to be used Yes or No, for the following reason: _____

Work with Controlled Products or other Hazardous Chemical: (list) _____

Other high risk task(s) or activities (list / describe) _____

Energized Electrical Work <50Volts Energized Electrical Work 50 Volts to 600Volts Energized Electrical Work >600Volts

If energized electrical work is being performed, justification as follows:

- de-energizing introduces additional or increased hazard

<input type="checkbox"/> task being performed is not feasible in a de-energized state (due to equipment design or operational limitations)		
<input type="checkbox"/> for energized electrical work <50V, there will be no increased exposure to electrical burns or explosion due to electric arcs		
If energized electrical work is being performed:		
<input type="checkbox"/> an <i>energized electrical work permit</i> has been completed for the work or appropriate written safe work instructions have been provided;		
<input type="checkbox"/> PPE will be provided to and used by the worker(s) performing the energized electrical work		
Designated Substance Assessment is complete and all designated substance present at the worksite have been communicated to the contractor by the City (or designate)	<input type="checkbox"/>	Designated Substances on site are (list):
The contractor is qualified to work on / near the identified designated substances	<input type="checkbox"/>	
All hazards that relate to this project have been identified, communicated to workers and controlled appropriately (engineering, safe work instructions, orientation training, PPE, etc.)	<input type="checkbox"/>	<u>Confirmed by:</u>
An emergency plan has been developed to address all potential emergencies that could occur on site, including fire, explosion, medical, etc.	<input type="checkbox"/>	
If emergency exits or routes will be blocked, a contingency plan or route is in place. Same for file panels, sprinklers, extinguishers.	<input type="checkbox"/>	
A copy of the City of Markham Health & Safety Policy has been forwarded to the Contractor and the Contractor has read and understands it.	<input type="checkbox"/>	
<p>The Contractor understands his/her responsibilities and accountabilities under federal and provincial health and safety and criminal law. The contractor is in no way absolved from these legal responsibilities regardless of any submissions to the City of Markham or any discussions.</p> <p>The purpose of the pre-start submissions checklist and this checklist is to communicate the City's expectations regarding contractor safety.</p> <p>The City does not take responsibility for evaluating the quality of safety training provided by the Contractor or Subcontractor to their employees; that is the responsibility of the Contractor or Subcontractor. The City seeks to confirm that training is in place for the hazards associated with this project and job site.</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

<p>The Contractor shall ensure that all federal and provincial laws are followed by supervisors and workers working on site, whether they work for the contractor, subcontractor or other.</p> <p>If the City representative (Project Manager or Senior Health & Safety Specialist) observes that health and safety rules and legal requirements are not being upheld or other hazardous condition exist at the worksite that could result in serious injury, the City representative may stop the work without penalty.</p> <p><i>Work shall not continue until the hazard is corrected.</i></p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<p>Qualified 1st Aid providers will be on site at all times during work</p>	<input type="checkbox"/>	
<p>In the event of an incident / accident / near miss – a City of Markham accident form will be completed and forwarded to the City Project Manager within 24 hours of the incident.</p> <p>It is understood by all parties that a violent incident (as defined in the Occupational Health and Safety Act – including threat, actual or attempted violent act) must be reported on accident form and forwarded as described above.</p> <p>The City Project Manager & Senior Health & Safety Specialist shall be notified immediately if there is a critical injury, exposure or other event that causes the Ministry of Labour (MOL) to attend (except routine inspection by MOL).</p> <p>A copy of any MOL field inspection report or other report shall be provided to the City by the Constructor or Contractor, including orders issued to the Constructor, Contractor or Sub-contractor. The report copy shall be provided to the City within 24 hours of issue; a copy of any related notice of compliance shall be provided to the City by the Constructor or Contractor within 24 hours of submission to MOL (or due date according to orders issued if NOC is not submitted).</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<p>The contractor / constructor has implemented a program to meet legislative requirements with respect to the prevention of violence and harassment in the workplace, including a written policy, violence risk assessment(s) and worker training.</p> <p>The Constructor, Contractor and any Sub-contractors have completed Health and Safety General Awareness training for Supervisors and Workers in accordance with Regulation 297.</p>	<input type="checkbox"/> <input type="checkbox"/>	

<p>Form 1000 - "Registration of Constructors and Employers Engaged in Construction" completed by City of Markham, contractors and subcontractors to be posted at the project. The Constructor or General Contractor has been provided a copy for each employer present on the site.</p> <p>"Notice of Project" completed and filed with the local MOL Office & to be posted at the project</p>	<input type="checkbox"/> <input type="checkbox"/>	
<p>The Constructor / Contractor will ensure that cell phones and other hand held electronic devices are not used by workers when driving or operating vehicle, machinery or equipment while onsite.</p>	<input type="checkbox"/>	
<p>The General Contractor / Constructor for this project has been provided with a copy of the pre-start safety submissions checklist for all inspectors or other individuals (other than City employees) who will be present on site.</p> <p>It is understood by all parties in attendance at this meeting that the constructor names above is in charge of the worksite and responsible for the ongoing safety of all those present on the site. As such, all persons present at the site must comply with the safety requirements stipulated by the constructor.</p> <p>The City shall ensure that any City employee attending this worksite has received appropriate safety training to attend the site and perform the tasks assigned to them. All City employees attending the site will be advised by the City project manager that the Constructor names above is in charge of the site. All City employees are instructed as to their legal health and safety responsibilities and they shall comply.</p> <p>If the Constructor observes non-compliance on the part of City staff, the Constructor is to reporting it to the City as soon as possible (City Project Manager, Senior Health and Safety Specialist or other City Contact).</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<p>The Corporation of the City of Markham reserves the right to audit the worksite(s) included in this project for compliance with health and safety laws and industry standards. Those persons who may attend the site(s) include the Senior Health and Safety Specialist or designate.</p>	<input type="checkbox"/>	

Other Discussion:

Representative(s) for the Contractor, Sub-Contractor: (use additional pages if required)			
Name	Signature	Company	Date
City of Markham Project Manager: (use additional pages if required)			
		Corporation of the City of Markham	
		Corporation of the City of Markham	
		Corporation of the City of Markham	
Name	Signature	Company	Date

Distribution: Original to be retained in project file, Copies to contractor, purchasing department, facility manager and Senior Health & Safety Specialist.

Burkholder House



1. East face – south side



2. East face – north side, existing stair to be replaced with new double railing wood stair



3. North face



4. West face, reglaze and repair the window frames of all five (5) windows



5. South face, reglaze the top four (4) windows and replace the bottom two (2) windows



6. Replace one (1) window and repair existing window frame on north wall. Localized batten repair above the roof on north wall.



7. Existing kitchen countertop, sink and faucet to be replaced



8. Existing kitchen countertop to be replaced



9. Existing downstairs washroom countertop and sink to be replaced



10. Existing upstairs washroom countertop, sinks, and faucets to be replaced



11. Existing toilet in the upstairs washroom to be removed with opening sealed



12. Convert carpeted stair to laminate



13. Replace all carpeted floor with laminate upstairs



14. Refinish all hard wood flooring and repaint railing

Burkholder Carriage House



15. East and south sides



16. West and north sides

BID FORM

117-T-24 - Markham Museum Burkeholder Renovation

Opening Date: April 11, 2024 12:00 PM

Closing Date: April 26, 2024 3:00 PM

Schedule of Prices

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Any HST amounts normally shown as "included" in goods or services are to be backed out and shown separately. HST will be calculated based on the **Bid Price (Excluding Taxes)** in the Summary Table below. Bidders are to show a separate line item for HST on their invoices and draw certificates

Payment Term Discount

If no discount, payment will be made in accordance with either Part III of the City's *General Terms and Conditions* or *City's Procurement Contract* - specific to the "Payment" clause identified therein.

In connection with any discount offered for early payment, time shall be computed from receipt of an approved invoice by the City Accounts.

Payable Department. NOTE: Invoices not mailed to the City Accounts Payable department, will have the discount extended accordingly.

Payment shall be considered to have been made on the date which appears on the payment cheque.

The City, in its sole discretion, will not take any discounts into consideration when determining the lowest priced Bid and the best value to the City.

We will not be submitting for Payment Term Discount

Description	Discount (%)
Please provide your discount percentage (%) for Net 15 day payment.	

Bid Price (Excluding Taxes)

The following are our Contract Prices for the Work listed hereunder. The prices include the specified cost, overhead, profit.

Work Description	Unit of Measurement	Quantity	Unit Price (Excluding Taxes) *	Total Bid Price (Incl. HST 13%)
7.1 Reglaze nine (9) existing windows: four (4) windows on south wall and five (5) windows on west wall;	Lump Sum	1		
7.2 Replace three (3) existing windows: two (2) bottom windows on south wall and one (1) top window on north wall;	Lump Sum	1		
7.3 Repair six (6) existing window frames: five (5) window frames on west wall and one (1) window frame at the top on north wall;	Lump Sum	1		
7.4 Localized siding and batten repair on the north sides (2 locations);	Lump Sum	1		
7.5 Replace one (1) existing stair with double railing at the small porch; and	Lump Sum	1		
7.6 Remove all existing paint, sand, and repaint all exterior surfaces including siding, columns, fascia, soffit, eavestrough, windows, window frames, doors, door frames, etc., to match existing color	Lump Sum	1		
7.9 Replace two (2) kitchen countertops and two (2) washroom countertops with new synthetic quartz countertops in neutral color. Contractors to submit sample of new countertop for City approval prior to ordering the new countertop;	Lump Sum	1		
7.10 Replace one (1) double kitchen sink including faucet and three (3) bathroom sinks (one downstairs and two upstairs) to match existing;	Lump Sum	1		
7.11 Replace two (2) faucets in the washroom upstairs;	Lump Sum	1		
7.12 Remove existing toilet and seal off the opening in the washroom upstairs;	Lump Sum	1		
7.13 Replace existing toilet paper holder and rack in the washroom downstairs;	Lump Sum	1		
7.14 Repaint all interior surfaces including ceiling, window frames, doors, door frames, closet doors, fire door (to the basement), railing (upstairs), drywall, baseboard, etc., excludes the ceiling in the foyer by the main entrance on the ground floor;	Lump Sum	1		
7.15 Refinish (sand, stain and varathane) all existing wood flooring;	Lump Sum	1		
7.16 Remove all existing carpet and replace with laminate flooring to match the style and color of existing wood flooring on site. Contractors to submit sample of new laminate flooring for City approval prior to ordering.	Lump Sum	1		
Subtotal:				

Cash Allowance

Work Description	Unit of Measurement	Quantity	Unit Price (Excluding Taxes)	Total Bid Price (Incl. HST 13%)
Cash Allowance - Minor Site Retrofits	Lump Sum	1	\$5,000.0000	\$ 5,000.00
Subtotal:				\$ 5,000.00

Provisional Items (Excluding Taxes)

The following are our Contract Prices for the Work listed hereunder. The prices include the specified cost, overhead, profit.

Work Description	Unit of Measurement	Quantity	Unit Price (Excluding Taxes) *	Total Bid Price (Incl. HST 13%)
7.7 Remove all existing paint, sand, and repaint all exterior surfaces including siding, fascia, soffit, eavestrough, windows, window frames, doors, door frames, etc., to match existing color.	Lump Sum	1		
7.8 Reglaze two (2) existing windows: one (1) window on south wall and one (1) window on west wall;	Lump Sum	1		
7.17 Replace one (1) existing air-conditioning unit;	Lump Sum	1		
7.18 Replace the existing cabinet in the washroom downstairs.	Lump Sum	1		
Subtotal:				

Summary Table

Bid Form	Amount
Bid Price (Excluding Taxes)	
Cash Allowance	\$ 5,000.00
Provisional Items (Excluding Taxes)	
HST (13%)	\$ 650.00
Total Contract Amount:	

Specifications

Mandatory Qualification Requirement

Bidders interested in performance of specified work must meet the following mandatory requirements:

Line Item	Mandatory Qualification Requirement	Yes/No *
1	6.1 The Contractor and their sub trades must have a minimum of 10 years of relevant work experience related to building renovation projects;	<input type="radio"/> Yes <input type="radio"/> No
2	6.2 The Contractor must submit a minimum of 3 completed reference projects within the last 7 years that are representative of the scope of this project;	<input type="radio"/> Yes <input type="radio"/> No
3	6.3 The Contractor must be able to supply the resources to complete the work in the allotted time.	<input type="radio"/> Yes <input type="radio"/> No

Reference List

Note: Reference checks may not be limited to those supplied by the Bidder. The City the right not to award to the lowest priced award or any Bidder whose reference checks do not provide proof of their satisfactory performance, experience and/or qualifications.

Line Item	Company Name *	Contact Person *	Email Address *	Phone number *	Contract Value *	Description of Work *	Completion Date *
1							
2							
3							
4							
5							

Unresolved Litigation

Question	Response *
Does the Bidder have any unresolved litigation with the City (including any affiliated entities or any principal thereof)?	<input type="radio"/> Yes <input type="radio"/> No

Sub-Contractors

Bidders are requested to list all Subcontractor(s) and type of Work proposed to be used for this project. Bidders are requested not to indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and are requested not to indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Bidders are requested to list only one (1) Subcontractor for each type of Work.

Bidder(s) will be required, upon request by the City, to produce a list of references for all or any proposed Subcontractors within three (3) business days.

Relevant Subcontractor List

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Company Name	Address	Contact Person Name	Contact Phone Number	Description of work
1					
2					
3					
4					
5					
6					
7					
8					

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the City. If the attached file(s) cannot be opened or viewed, your Bid Document may be rejected.

BONDING UPLOAD SECTION

- Bid Bond * (mandatory)
- Agreement to Bond * (mandatory)

Addenda, Terms and Conditions

DECLARATION

The Bidder hereby acknowledges and agrees:

1. To provide all goods and services as more specifically set out in this Quotation, including but not limited to the scope of work, specifications, drawings, addenda (if issued by the City), the terms and conditions, etc. stated herein, which are expressly acknowledged and which shall form part of the Contract with the Successful Bidder.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. Bids shall be irrevocable and valid for acceptance by the City for a period of ninety(90) business days from the Closing Time. Bid Prices shall be guaranteed by the Successful Bidder until final completion of the Contract.
4. The evaluation of the Bid prices will be based on the Bid Price (Excluding Taxes) set out in the Summary Table. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to award in whole or in part (including, without limitation, by part, item or group of items), or to award to more than one Bidder, in which case the evaluation of the Bid prices will be based on the Bid price for the applicable part, item or group of items.
5. The Bidder agrees to provide all necessary labour, material and equipment necessary to complete the Work or provide goods and services as applicable and as per the Work described in this Quotation for the quoted price on the Bid Form.
6. Declare that all information stated in response to this Quotation is in all respects fair and true.

■

I/We have the authority to bind the proponent/bidder to these declarations and acknowledgements and to submit the accompanying proposal/bid on behalf of the proponent/bidder.

The Bidder shall declare any potential conflict of interest that could arise from submitting a Bid.

Does the Bidder have a potential conflict of interest? **Yes** **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid document

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

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