

Your company is invited to submit an informal quotation via e-mail to the Municipality of Clarington. Further, the Municipality is not obligated to enter into any further contract with any vendors responding to this invitation to quote. Should the Municipality choose to make a purchase as a result of this quotation, a purchase order will be issued for the requirements. Pricing will be firm once your company receives the purchase order.

Instructions to Bidders

Contact Information

Sandra McKee, Assistant Purchasing Manager Phone Number: 905-623-3379 ext 2210

Please specify **IQ2016-18** in the subject line of your e-mail response. **Responses are to be submitted to:** buyers@clarington.net. Any questions regarding this invitation or your response should be directed to the Buyer as noted above.

Before a PO is issued, the Successful Bidder will be required to provide:

- proof of compliance with the Accessibility for Ontarian with Disabilities Act (AODA) by way of signing on the form on this last page of this document.

This document may contain information that is not accessible due to software limitations. If you require this information in an accessible format, please contact the Accessibility Coordinator at 905-623-3379 ext. 2131.

Vendor Information

Company Name:	
Address:	
Phone Number:	
Contact Person:	
E-Mail Address:	

Introduction

The Municipality of Clarington is soliciting bids from qualified vendors to complete the work as detailed within this document. Work is to be completed in accordance to the specifications contained within this document.

Pricing to include but not limited to the following: all materials, equipment and time required to complete the work as noted.

It shall be understood and acknowledged that while this Information Quotation includes basic specifications; minor items or details not specified herein, but obviously required, shall be provided as if specified in conformance with modern practices, workmanship and regulations. Any omissions or errors or misinterpretation of these requirements and specifications shall not relieve the vendor of the responsibility of providing the goods as aforesaid.

Site Inspection

All bidders may visit the site to take measurements, inspect all existing conditions and ascertain the amount of work involved. The site of this work is Newcastle & District Recreation Complex located at 1780 Rudell Road, Newcastle, ON L1B 1G8.

Coordinate site visit with Dan Welsh, Facilities Supervisor. Email dwelsh@clarington.net or PH 905-987-5667. You will be provided access to view and take measurements if required however **NO** questions will be addressed during this time. All questions must be directed to Purchasing Services Representative – Sandra McKee – smckee@clarington.net or 905-623-3379 Ext 2210.

No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable prior to date of submission of bids.

Scope of Work

The Municipality of Clarington is soliciting bids from qualified vendors to replace all existing game lines in the Newcastle & District Recreation Complex's Gymnasium. Approximate square footage of gymnasium is 7,920 sq ft.

The Municipality will strip the floors of the finish (not the lines) prior to the repainting of the various game lines. Contractor will be responsible for repainting of all the game lines. The Municipality will refinish the floor once the line paint has dried. Game lines will be provided by owner see attachment for lines. Note: Logos are not required for this project.

Hours of work: Work to be completed between the hours of 6:00 a.m. to 10:00 p.m. Work to be completed between work to be completed between September 6th and 16th.

Pricing to include but not limited to the following: all materials, equipment and time required to complete the work as noted.

It shall be understood and acknowledged that while this Information Quotation includes basic specifications; minor items or details not specified herein, but obviously required, shall be provided as if specified in conformance with modern practices, workmanship and regulations. Any omissions or errors or misinterpretation of these requirements and specifications shall not relieve the vendor of the responsibility of providing the goods as aforesaid.

Prices

Prices shall be in Canadian Funds and will include all, equipment, labour, material, and fuel for the work specified above. If the Goods/Services are manufactured outside of Canada, the Company shall represent the importer of record for custom purposes.

Prices quoted must include all incidental costs, including, but not limited to; labour, equipment, travel time, customs duty, excise tax, freight, insurances, fuels, energy costs, etc., and the Bidder shall be deemed to be satisfied as to the full requirements of this Informal Quotation. No claim for extra work will be entertained. Any additional work requested by the Municipality must be authorized by the Director of Engineering Services, or his delegate, in writing prior to commencement. Should a Bidder require more information or clarification on any point, it must be obtained prior to submission of their Bid.

Taxes

It is a requirement of the Informal Quotation that the Harmonized Sales Tax be shown as a separate item in the Informal Quotation.

Qualifications

Bidders submitting Informal Quotations shall have proven experience and performance in the type of work required by the documents and shall be able to furnish evidence of work of a similar nature performed by them. If a Bidder is unable to provide proof of experience with this type of work, the Municipality reserves the right to reject submission.

Tools and Equipment

The successful bidder will be required to provide all tools, articles and equipment necessary to complete any work to be performed, including items required for protection of worker or public health and safety.

Inquires

Questions or requests for clarification shall be made in writing to Sandra McKee, Assistant Purchasing Manager, smckee@clarington.net

Quotation Submission

Submission of a Bid in response to this Informal Quotation shall confirm the Company's agreement and ability to comply with all of the Terms and Conditions and Specifications outlined herein.

Sign and submit the attached Quotation Form and forward it to the Municipality of Clarington **on or before:**

2:00:00 p.m. Wednesday, June 29, 2016

Submit To: Municipality Of Clarington – Purchasing Services

Attn: Sandra McKee
40 Temperance Street,
Bowmanville, ON L1C 3A6

Via **fax** to: **905-623-3330**; or

Via **email** to: **buyers@clarington.net**

For this Informal Quotation only, fax or email copies can be submitted by the date shown above.

Payment

No pre-payment will be made prior to event. Payment will be made by the Municipality to the successful company upon completion of the service.

Requirements

The successful bidder will be required to provide current WSIB certificate and General Liability Insurance with the Municipality of Clarington named as "additional insured".

**Informal Quotation No. IQ2016-18
Gymnasium Line Painting
Quotation Form**

Closing Time and Date (Local Time): **2:00:00 P.M. (local time), Wednesday, June 29, 2016**

Reference/Purchasing Manager: Sandra McKee. Date: June 16, 2016
Phone (905) 623-3379

Complete in full, all blanks where provided and return one via fax, email or mail. All bids must be received at the Purchasing Services office on or before the closing date and time. Late bids will not be accepted.

Prices quoted shall be payable in Canadian Funds, and include all applicable fees, unless otherwise indicated. Harmonized Sales tax, if applicable, shall be quoted as a separate item.

I/We acknowledge receipt of Addenda numbered ____ to ____ issued during the bidding period.

The Contractor hereby offers to complete the work specified for this informal Quotation for the following unit prices.

Qty	Description	Total
1	Lump to repaint game lines in Gymnasium	\$
	HST (13% of Subtotal)	\$
	Total	\$

CONFIRMATION	INITIAL REQUIRED
I/We are capable of providing a delivery of goods not later than:	

The undersigned, bidder agrees to supply and deliver all goods and/or services for price(s) bid, to the Corporation of the Municipality of Clarington conforming to all terms and conditions set forth herein. A successful bidder must conform to all terms & conditions set forth on the official purchase order subsequently issued upon award, unless otherwise indicated by the Corporation of the Municipality of Clarington.

Company Name		
Street Address	City/Town	Postal Code
Phone No.	Fax No.	e-mail address
Print Name & Title of Person Signing for the Company		
Signature (I have the authority to bind the Company)		

Contractor AODA Compliance Sign-off

Contracted employees, third party employees, agents, and others who deal with members of the public on behalf of the Municipality of Clarington must meet the requirements of Ontario Regulation 429/07, Accessibility Standards for Customer Service, and Ontario Regulation 191/11, Integrated Accessibility Standards, with regards to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

- ☐ Serve-Ability: Transforming Ontario's Customer Service
<http://www.mcscs.gov.on.ca/en/serve-ability/index.aspx>
- ☐ Access Forward: Training for an Accessible Ontario
<http://www.accessforward.ca>
- ☐ The Ontario Human Rights Commission: The Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act
<http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>

Contracted services suppliers are to ensure that training records are maintained, including dates when training was provided, the number of personnel who received training and individual training records. The suppliers are to ensure this information is available to the Municipality of Clarington at any time during the term of the contract, upon request.

I acknowledge the aforementioned accessibility regulations and our requirement to be trained:

Company Name: _____

Authorized Official (print): _____

Authorized Official (signature): _____

Date: _____

Bidder's References

Bidder's Company Name: _____

Bidders are to complete the Reference Form and attach to their bid submission. Any quotation received that does not include the Reference Form may be considered as "informal" and may be rejected by the Municipality.

Please state the name of the company, address, phone number and contact person where similar work, service or delivery of products or materials have been performed within the past five (5) years. The Municipality of Clarington reserves the right to contact any or all of a Company's references.

Reference #1	Bidder's Reference Details
Year	
Company	
Address	
Contact Person	
Contact Phone Number	
Description of Contract/Project	
Value of Contract/Project	
Reference #2	Bidder's Reference Details
Year	
Company	
Address	
Contact Person	
Contact Phone Number	
Description of Contract/Project	
Value of Contract/Project	
Reference #3	Bidder's Reference Details
Year	
Company	
Address	
Contact Person	
Contact Phone Number	
Description of Contract/Project	
Value of Contract/Project	

Please firmly affix this address label to the envelope containing your submission for submitting by mail or courier.

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Informal Quotation Envelope

RETURN NAME:

NAME.....

ADDRESS.....

.....

TELEPHONE.....

**Corporation of The Municipality Of Clarington
Purchasing Office
40 Temperance St.
Bowmanville, Ontario
L1C 3A6**

Informal Quotation Number: IQ2016-18

Specification: **Gymnasium Line Painting**

Closing Time & Date: 2:00:00 p.m. Wednesday, June 29, 2016

SEALED BID

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Note:

Should you decide to use your own return envelope in lieu of the envelope provided, the label above should be affixed to the front of your envelope. ALL of the information shown on the above label should be complete.

The Municipality of Clarington cannot be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions. If you have any questions, feel free to contact Purchasing at 905-623-3379.

1. **Definitions**

Municipality - The Corporation of the Municipality of Clarington, its successors and assigns.

Bidder - The person, firm or corporation submitting a bid to the Municipality.

Company - The person, contractor, firm or corporation to whom the Municipality has awarded the contract, its successors and assigns.

Contract - The purchase order authorizing the company to perform the work, purchase order alterations, the document and addenda, the bid, and surety.

Subcontractor - A person, firm or corporation having a contract with the company for, or any part of, the work.

Document - The document(s) issued by the Municipality in response to which bids are invited to perform the work in accordance with the specifications contained in the document.

Bid - An offer by a Bidder in response to the document issued by the Municipality.

Work - All labour, materials, products, articles, fixtures, services, supplies, and acts required to be done, furnished or performed by the company, which are subject to the Contract.

2. **Submission of Bid**

Bid invitation shall be in accordance with the Municipality of Clarington Purchasing By-law #2015-022 and will apply for the calling, receiving, and opening of bids. The Municipality will be responsible for evaluating bids, awarding and administering the contract in accordance with the Purchasing By-law.

The bid must be submitted on the form(s) and in the envelope supplied by the Municipality unless otherwise provided herein. The envelope must not be covered by any outside wrappings, i.e. courier envelopes or other coverings.

The bid must be signed by a designated signing officer of the Bidder.

If a joint bid is submitted, it must be signed on behalf of each of the Bidders.

The bid must be legible, written in ink, or typewritten. Any form of erasure, strikeout or over-writing must be initialled by the Bidder's authorized signing officer.

The bid must not be restricted by a covering letter, a statement added, or by alterations to the document unless otherwise provided herein.

Failure to return the document or invitation may result in the removal of the Bidder from the Municipality's bidder's list.

A bid received after the closing date and time will not be considered and will be returned, unopened.

Should a dispute arise from the terms and conditions of any part of the contract, regarding meaning, intent or ambiguity, the decision of the Municipality shall be final.

3. **Contract**

The contract consists of the documents aforementioned as defined in Section 1,

Definitions, Contract.

The contract and portions thereof take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The intent of the contract is that the Company shall supply work which is fit and suitable for the Municipality's intended use and complete for a particular purpose.

None of the conditions contained in the Bidder's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Municipality and specifically referred to in the purchase order.

4. **Clarification of The Document**

Any clarification of the document required by the Bidder prior to submission of its bid shall be requested through the Municipality's contact identified in the document. Any such clarification so given shall not in any way alter the document and in no case shall oral arrangements be considered.

Every notice, advice or other communication pertaining thereto will be in the form of a written addendum.

No officer, agent or employee of the Municipality is authorized to alter orally any portion of the document.

5. **Proof of Ability**

The bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

6. **Delivery**

Unless otherwise stated, the work specified in the bid shall be delivered or completely performed by the Company as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order therefore.

A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. Receiving by a foreperson, storekeeper or other such receiver shall not bind the Municipality to accept the work covered thereby, or the particulars of the delivery ticket or piece tally thereof.

Work shall be subject to further inspection and approval by the Municipality.

The Company shall be responsible for arranging the work so that completion shall be as specified in the contract.

Time shall be of the essence of the contract.

7. **Pricing**

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. destination. Prices shall be firm for the duration of the contract.

Prices bid must include all incidental costs and the Company shall be deemed to be satisfied as to the full requirements of the bid. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Company require more information or clarification on any point, it must be obtained prior to the submission of the bid.

Payment shall be full compensation for all costs related to the work, including operating and overhead costs to provide work to the satisfaction of the Municipality.

All prices quoted shall include applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. Harmonized Sales Tax (HST) shall be extra and not shown, unless otherwise specified herein.

If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Should any additional tax, duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario become directly applicable to work specified in this document subsequent to its submission by the Bidder and before the delivery of the work covered thereby pursuant to a purchase order issued by the Municipality appropriate increase or decrease in the price of work shall be made to compensate for such changes as of the effective date thereof.

8. **Terms of Payment**

Where required by the Construction Lien Act appropriate monies may be held back until 60 days after the completion of the work.

Payments made hereunder, including final payment shall not relieve the company from its obligations or liabilities under the contract.

Acceptance by the company of the final payment shall constitute a waiver of claims by the company against the Municipality, except those previously made in writing in accordance with the contract and still unsettled.

The Municipality shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of it.

Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed and work being deemed satisfactory.

9. **Patents and Copyrights**

The company shall, at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the Municipality all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Municipality by reason thereof.

The company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the Municipality the right to continue using the work or shall at the company's expense, replace the infringing work with non-infringing work or modify it so that the work no longer infringes.

10. **Alternates**

Any opinion with regard to the use of a proposed alternate determined by the Municipality shall be final. Any bid proposing an alternate will not be considered unless otherwise specified herein.

11. **Equivalency**

Any opinion determined by the Municipality with respect to equivalency shall be final.

12. **Assignment and Subcontracting**

The company shall not assign or subcontract the contract or any portion thereof without the prior written consent of the Municipality.

13. **Financing Information Required of The Company**

The Municipality is entitled to request of the Company to furnish reasonable evidence that financial arrangements have been made to fulfill the Company's obligations under the Contract.

14. **Laws and Regulations**

The company shall comply with relevant Federal, Provincial and Municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall be responsible for ensuring similar compliance by suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

15. **Correction of Defects**

If at any time prior to one year after the actual delivery date or completion of the work (or specified warranty/guarantee period if longer than one year) 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 contract, the company, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The company shall pay all transportation costs for work both ways between the company's factory or repair depot and the point of use.

16. **Bid Acceptance**

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bids and to award contracts to one or more bidders submitting identical bids as to price; to accept or reject any bids in whole or in part; to waive irregularities and omissions, if in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

Bids shall be irrevocable for 90 days after the official closing time.

The placing in the mail or delivery to the Bidder's shown address given in the bid

of a notice of award to a bidder by the Municipality shall constitute notice of acceptance of contract by the Municipality to the extent described in the notice of award.

The Municipality reserves the right to reject a Bid from any Bidder based on the following considerations:

- a Bidder or a subcontractor of a Bidder has an outstanding legal action against the Corporation, or the Corporation has an outstanding legal action against a Bidder or a subcontractor of the Bidder;
- a Bidder owes money including, but not limited to outstanding property taxes owed to the Corporation; and
- a Bidder is not in compliance with the Corporation's Corporate Policies and by-laws including Property Standards By-law.

17. **Supplier/Contractor Performance Evaluation**

Prior to the Contract renewal dates or upon expiry of the Contract, the Municipality of Clarington will complete a Performance Evaluation Form, providing feedback related to the Company's performance of the Contract.

Suppliers/Contractors will be evaluated based on, but not limited to the following:

- quality of goods/services provided;
- compliance with Contract specifications, terms & conditions;
- communication (responsiveness);
- billing accuracy.

The results of the Performance Evaluation shall be used to determine whether or not the Company is:

- considered for renewal of a Contract with the Municipality;
- considered for award of any subsequent Contract opportunities.

Throughout the life of the Contract, the Municipality shall communicate any performance issues/concerns, to the Company.

Persistent performance issues may result in an immediate Contract Performance Evaluation by all participating departments to determine if Contract suspension or termination is necessary.

Companies whose previous Contracts were terminated due to poor performance shall be considered for subsequent Contract Awards, only if they can show proof, through a minimum of three references for similar work, that they have overcome their performance issues of the past Contract. The Municipality's decision in this regard shall be final.

The results of any Performance Evaluation may be disclosed to other Municipalities or government bodies upon request, where it can be demonstrated that the Company has listed the Municipality as a Work reference.

18. **Default by Company**

- a. If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice: terminate the contract.
- b. If the Company fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's prior written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Municipality may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
- c. Any termination of the contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have and without incurring any liability whatsoever in respect thereto.
- d. If the Municipality terminates the contract, it is entitled to:
 - i) take possession of all work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Municipality may deem appropriate under the circumstances;

- ii) withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects section;
- iii) recover from the company loss, damage and expense incurred by the Municipality by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Municipality).

19. **Contract Cancellation**

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company may negotiate a settlement. The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

20. **Quantities**

Unless otherwise specified herein, quantities are shown as approximate, are not guaranteed to be accurate, are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only.

Payment will be by the unit complete at the bid price on actual quantities deemed acceptable by the Municipality.

21. **Samples**

Upon request, samples must be submitted strictly in accordance with instructions. If samples are requested subsequent to opening of bids, they shall be delivered within three (3) working days following such request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, upon request, provided they have not been destroyed by tests, or are not required for comparison purposes.

The acceptance of samples by the Municipality shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the company from its obligations under the contract.

Samples submitted must be accompanied by current Material Safety Data Sheets (MSDS) where applicable.

22. **Surety**

The successful bidder shall, if the Municipality in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the Municipality. This surety may be held by the Municipality until 60 days after the day on which all work covered by the contract has been completed and accepted. The surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the company in carrying out the work have expired or have been satisfied and that a Certificate of Clearance from the WSIB - Workplace Safety Insurance Board has been received.

The company shall, if the Municipality in its absolute discretion so desires, be required to satisfy fidelity bonding requirements by providing such bonding in an amount and form determined by the Municipality.

Failure to furnish required surety within two weeks from date of request thereof by the Municipality shall make the award of the Contract by the Municipality subject to withdrawal.

23. Workplace Safety and Insurance Board

All of the Contractor's personnel must be covered by the insurance plan under the Workplace Safety and Insurance Act, 1997, or must provide an identification number from the WSIB verifying their status as an "Independent Operator". Upon request by the Municipality, an original Letter of Good Standing from the Workplace Safety and Insurance Board shall be provided prior to the commencement of work indicating all payments by the Company to the board have been made. Prior to final payment, a Certificate of Clearance must be issued indicating all payments by the Company to the Board in conjunction with the subject Contract have been made and that the Municipality will not be liable to the Board for future payments in connection with the Company's fulfilment of the contract. Further Certificates of Clearance or other types of certificates shall be provided upon request.

For Independent contractors / Owners / Operators who do not have WSIB coverage, the following shall be provided upon request by the Calling Agency:

- Single Independent Contractors / Owners / Operators shall provide a letter from the Workplace Safety & Insurance Board confirming independent operator status and identification number. To obtain
- this, contractors must complete the form "Determining worker/Independent Operator status", issued by the Workplace Safety & Insurance Board. (For more information, please contact your local Workplace Safety & Insurance Board Office and refer to this clause.)
- Single Independent Contractors / Owners / Operators must also provide a certificate from the Workplace Safety & Insurance Board confirming they have purchased the optional WSIB coverage.
- The Municipality of Clarington has the right to reject any bid it deems to provide insufficient coverage.

24. Insurance

The company shall maintain and pay for Comprehensive General Liability insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than \$3,000,000.00 inclusive per occurrence for third party Bodily Injury and Property Damage or such other coverage or amount as may be requested.

The Company shall maintain and pay for Automobile Liability insurance in respect of licensed vehicles and shall have limits of not less than \$2,000,000.00 inclusive per occurrence covering all licensed vehicles owned or leased by the Company.

The policy shall include the Municipality as an additional insured in respect of all operations performed by or on behalf of the Company. A certified copy of such policy or certificate shall be provided to the municipality prior to commencement of the work. Further certified copies shall be provided upon request.

The Policies shall be endorsed to provide that the Municipality is to receive not less than 30 days' notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered to or sent by registered mail to the Agency.

The Company will ensure that any and all Subcontractors also have valid Insurance coverage.

25. **Liability**

The company agrees to defend, fully indemnify and save harmless the Municipality from all actions, suits, claims, demands, losses, costs, charges and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of a requirement of the contract, save and except for damage caused by the negligence of the Municipality or its employees.

The Company agrees to defend, fully indemnify and save harmless the Municipality from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality if the Municipality or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the Act arising out of this contract.

26. **Visiting the Site**

The Company shall carefully examine the site and existing building and services affecting the proper execution of the work, and obtain a clear and comprehensive knowledge of the existing conditions. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable, prior to the date of submission of Bid. Bidders shall accept sole responsibility for any error or neglect on their part in this respect.

27. **Safety**

The Company shall obey all Federal, Provincial and Municipal Laws, Act, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Company.

Without limiting the generality of the foregoing, the Company shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a contractor, a Constructor and/or Employer with respect to or arising out of the performance of the Company's obligations under this Contract.

The Company shall be aware of and conform to all governing regulations including those established by the Municipality relating to employee health and safety. The Company shall keep employees and subcontractors informed of such regulations.

The Company shall provide Material Safety Data Sheets (MSDS) to the Municipality for any supplied Hazardous Materials.

28. **Unpaid Accounts**

The company shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the work. The Municipality shall have the right at any time to require satisfactory evidence that the work in respect of which any payment has been made or is to be made by the Municipality is free and clear of liens, attachments, claims, demands, charges or other encumbrances.

29. **Suspension of Work**

The Municipality may, without invalidating the contract, suspend performance by the Company from time to time of any part or all of the work for such reasonable period of time as the Municipality may determine.

The resumption and completion of work after the suspension shall be governed by the schedule established by the Municipality.

30. **Changes in the Work**

The Municipality may, without invalidating the contract, direct the Company to make changes to the work. When a change causes an increase or decrease in the work, the contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon between the Municipality and the Company. All such changes shall be in writing and approved by the Municipality.

31. **Conflict Of Interest**

No employee or member of Council of the Municipality shall sell goods or services to the Municipality in accordance with the Municipality of Clarington Policy or have a direct or indirect interest in a Company or own a Company which sells goods or services to the Municipality.

32. **Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

All correspondence, documentation, and information provided to staff of the Municipality of Clarington by every offerer, including the submission of proposals, shall become the property of the Municipality, and as such, is subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be subject to release pursuant to the Act.

Offerers are reminded to identify in their proposal material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential.

33. **Criminal Background Checks**

"The successful service provider covenants and agrees to provide the Municipality of Clarington, or such other entity as the Municipality may designate, with written consent to perform a criminal background check including Criminal Code (Canada) convictions, pardoned sexual offences, records or convictions under the Controlled Drugs and Substances Act, Narcotics Control Act and

Food and Drugs Act and all outstanding warrants and charges for every individual who may come into direct contact with youth or who are permitted entrance to private or restricted areas or residences. This will be done at no cost to the Municipality and any such requested document will be submitted to the Municipality in its true form in advance of commencement of work.

The Municipal issued identification card must be worn when individuals are at a site where there is direct contact with youth or where access to any private or restricted area is anticipated. The Municipal identification card is valid for the term of the contract only or a one year term, whichever comes first. Under the terms of the contract, the Municipality has the sole and unfettered discretion to prohibit an individual from coming into direct contact with youth or entering a private or restricted area on a regular basis and to terminate the contract if the bidder/partner fails to obtain or renew the Municipal identification cards according to Municipal policy and procedure.

The Municipality of Clarington reserves the right to cancel and/or suspend the contract immediately and unilaterally and without penalty to the Municipality should the service provider fail to provide the required documentation or otherwise adhere to this procedure. "The Chief Administrative Officer has the final say in determining any final action."

34. **Compliance with the Accessibility For Ontarians With Disabilities Act, 2005**

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Contractor shall submit to the Municipality, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its program, together with a record of the dates on which training was provided and a list of employees, agents volunteers or others who received such training. The Municipality reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

Policy:

Contractors and Sub-contractors are responsible to ensure that their personnel are updated on all safety concerns of the workplace and are aware of the safety requirements as required by the Contractor under the Occupational Health and Safety Act. Safety performance will be a consideration in the award of a contract. Under the Occupational Health and Safety Act (Section 23 (1), (2)), it is the constructor's responsibility to ensure that:

- the measures and procedures prescribed by the Occupational Health and Safety Act and the Regulations are carried out on the project;
- every employer and every worker performing work on the project complies with the Occupational Health and Safety Act and the Regulations (under the Act); and
- where so prescribed, a constructor shall, before commencing any work on a project, give to the Director notice in writing of the project containing such information as may be prescribed.

Nothing in this section shall be deemed or construed as making the Municipality the employer of any workers employed or engaged by the Contractor to perform the work and/or supply service to the project, including any part thereof, or the constructor, either instead of or jointly with the Contractor. Employer and constructor shall have the same meaning as in section 1 of the Occupational Health and Safety Act, R.S.O 1990, Chapter O.1, as amended from time to time, including any regulations thereunder and successor legislation.

Definitions:

Contractor - any individual or firm engaged by the Municipality to do work on behalf of the Municipality

Project - means a construction project, whether public or private, including:

- the construction of a building, bridge, structure, industrial establishment, mining plant, shaft tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, cofferdam, conduit, sewer, water main, service connection, telegraph, telephone or electrical cable, pipe line, duct or well, or any combination thereof;
- the moving of a building or structure; and
- any work or undertaking, or any lands or appurtenances used in connection with construction.

Construction - includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project.

Constructor - means a contractor who undertakes a project for an owner.

Project Manager - means the municipal management representative who has responsibility for a contract.

Procedure:

The following items are required before any Contractors are hired by the Municipality:

- a) Before beginning a project, the project manager or designate must determine whether any designated substances/hazardous materials are (or will be) present at the site and prepare a list of all these substances.
- b) The project manager or designate must include, as part of the request for Bid, a copy of the above mentioned list. The list of designated substances/hazardous materials must be provided to all prospective constructors and/or contractors.
- c) The request for Bid will require prospective contractors to include a list of the designated substances/hazardous materials that will be brought onto the work site and material safety data sheets.
- d) Before awarding a contract, the contractor(s) will be required to complete and sign the Health and Safety Practice Form (Appendix "A"). The Purchasing Office will maintain performance copy of this record.
- e) As part of the Informal Quotation conditions, before award of a contract, the contractor must provide details of their Health and Safety program.
- f) The project manager or designate, if necessary, will provide the successful contractor with a workplace orientation which will include, but not be limited to identifying known potential hazards, hazardous material inventory and material safety data sheets for the sites.
- g) The contractor has the responsibility to provide any and all prescribed personal protective equipment for their own workers, to include as a minimum but not limited to hard hats and safety boots. If a worker(s) fails to comply with any program, policy, rule or request regarding health and safety, that person(s) is not allowed on the site until the person(s) complies.
- h) The Municipality retains the right to document contractors for all health and safety warnings and/or to stop any contractors' work if any of the previously mentioned items are found not to be in compliance. Similarly, the Municipality will have the right to issue warnings and/or to stop work if it becomes aware of any safety concerns/questionable practices by the contractor relating to Occupational Health and Safety Act, Municipal Health and Safety programs, policies, rules, and/or if the contractor creates an unacceptable health and safety hazard. The Municipality retains the right to contact the Ministry of Labour at any time for guidance and/or enforcement. Written warnings and/or stop work orders can be given to contractors using Contractor Health and Safety Warning/Stop Work Order Form (Appendix "B").
- i) Where applicable, the Municipality will retain the right to allow municipal employees to refuse to work in accordance with the established policy and the Occupational Health and Safety Act, in any unsafe condition(s).
- j) The Purchasing Office will maintain current WSIB certificates of clearance until all monies owing have been paid to the contractor.

Appendix "A"

Health and Safety Practice Form

To Contractor(s):

The Municipality of Clarington is committed to a healthy and safe working environment for all workers. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.

In order to evaluate your company's health and safety experience, please provide the accident/incident and/or Workplace Safety Insurance Board (WSIB) information noted below, where applicable.

- The New Experimental Experience Rating (NEER)
 - The WSIB experience rating system for non-construction rate groups.

.....

- The Council Amended Draft #7 (CAD-7) Rating
 - The WSIB experience rating system for construction rate groups.

.....

- Injury frequency performance for the last two years
 - This may be available from the contractor's trade association.

.....

- Has the contractor received any Ministry of Labour warnings or orders in the last two years? (If the answer is yes, please include the infraction).

- Confirmation of Independent Operator Status
 - The WSIB independent operator number assigned:

(Bidders to include the letter confirming this status and number from WSIB with their bid submission).

Appendix "A"

Contractor's Statement of Responsibility

As a contractor working for the Municipality of Clarington, I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies, department and site specific policies and procedures and other applicable legislation or regulations. I/we will work safely with skill and care so as to prevent an accidental injury to ourselves, fellow employees and members of the public.

1. The contractor/successful bidder certifies that it, its employees, its subcontractors and their employees:
 - a) are aware of their respective duties and obligations under the Occupational Health and Safety Act, as amended from time to time, and all Regulations thereunder (the "Act"); and
 - b) have sufficient knowledge and training to perform all matters required pursuant to this contract/Informal Quotation safely and in compliance with the Act.
2. In the performance of all matters required pursuant to this contract/Informal Quotation, the contractor/successful tender shall:
 - a) act safely and comply in all respects to the Act, and
 - b) ensure that its employees, its subcontractors and their employees act safely and comply with all aspects with the Act.
3. The contractor/successful bidder shall rectify any unsafe act or practice and any non-compliance with the Act at its expense immediately upon being notified by any person of the existence of such act, practice or non-compliance.
4. The contractor/successful bidder shall permit representatives of the Municipality on the site at any time or times for the purpose of inspection to determine compliance with this contract/Informal Quotation.
5. No act or omission by any representative of the Municipality shall be deemed to be an assumption of any of the duties or obligations of the contractor/successful bidder or any of its subcontractors under the Act.
6. The contractor/successful bidder shall indemnify and save harmless the Municipality:
 - a) from any loss, inconvenience, damage or cost to the Municipality which may result from the contractor/successful bidder or any of its employees, its subcontractors or their employees failing to act safely or to comply in all respects with the Act in the performance of any matters required pursuant to this contract/Informal Quotation;

Appendix "A"

- b) against any action or claim, and costs related thereto, brought against the Municipality by any person arising out of any unsafe act or practice or any non-compliance with the Act by the contractor/successful bidder or any of its employees, its subcontractors or their employees in the performance of any matter required pursuant to this contract/Informal Quotation; and
- c) from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality (or any of its council members or employees) and shall be made a party to any charge under the Act in relation to any violation of the Act arising out of this contract/Informal Quotation.

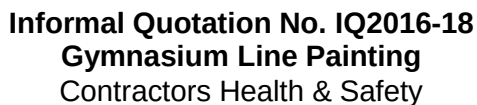
Appendix "A" Contractor Safety – Policy Procedures, Health & Safety Practice, is acknowledged and has been reviewed and accepted by the contractor.

Contractor

Name of Person Signing for Contractor

Signature of Contractor

Date



Contractor Health and Safety Warning/Stop Work Order

☐ Provide warning to the contractor to immediately discontinue the unsafe work practices, if it affects our workplace, described below.

☐ Direct the contractor to immediately cease all work being performed under this contract due to the unsafe work practice described below.

Failure to comply with this warning/stop work order shall constitute a breach of contract.

Part "A" - Details of Contract

[illegible]

Part "B" - Details of Infraction (To Be Completed By Issuer)

Date and Time of Infraction _____

Description of infraction, including location:

Order given by Municipality:

Did the contractor comply with this order?

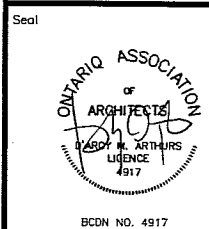
Date and Time of Compliance: _____

Issued to:			
	Contractor's Employee		Title

Issued by:			
	Municipal Employee	Department	Title

Part "C" - Additional Comments

This section to be used internally to record additional comments subsequent to issuing the warning/stop work order, i.e. date and time work resumed, further action taken, etc.



2	Issued for Construction	Oct. 16, 2006
1	Issued for Tender & Building Permit	Aug. 17, 2006
No.	Revision	Date

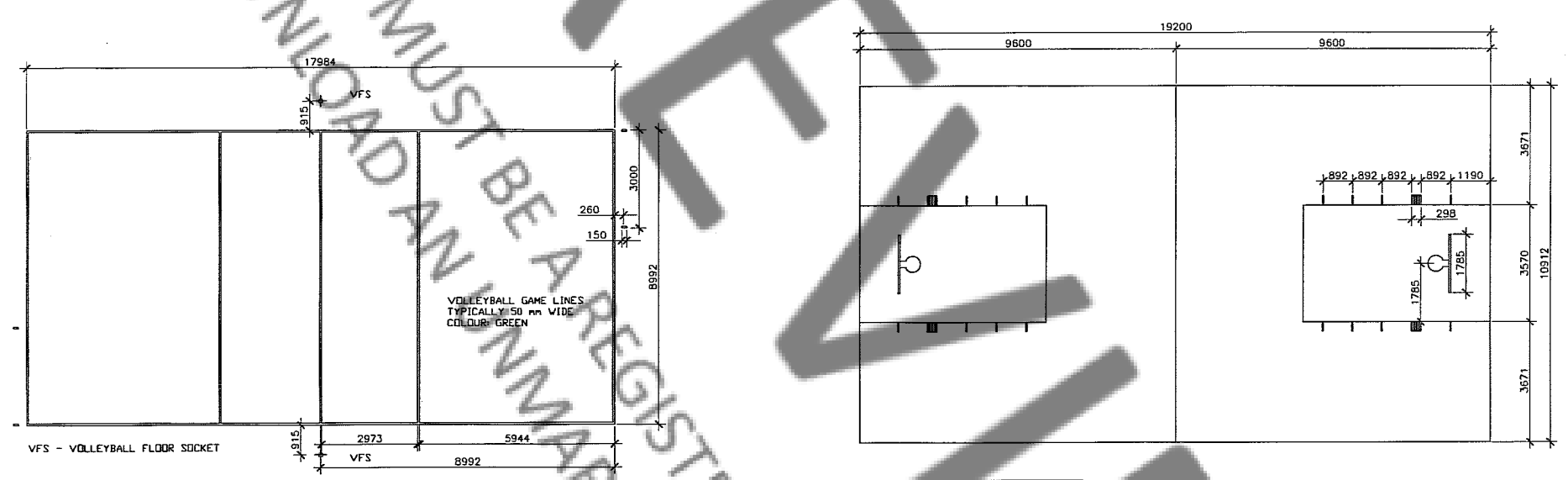
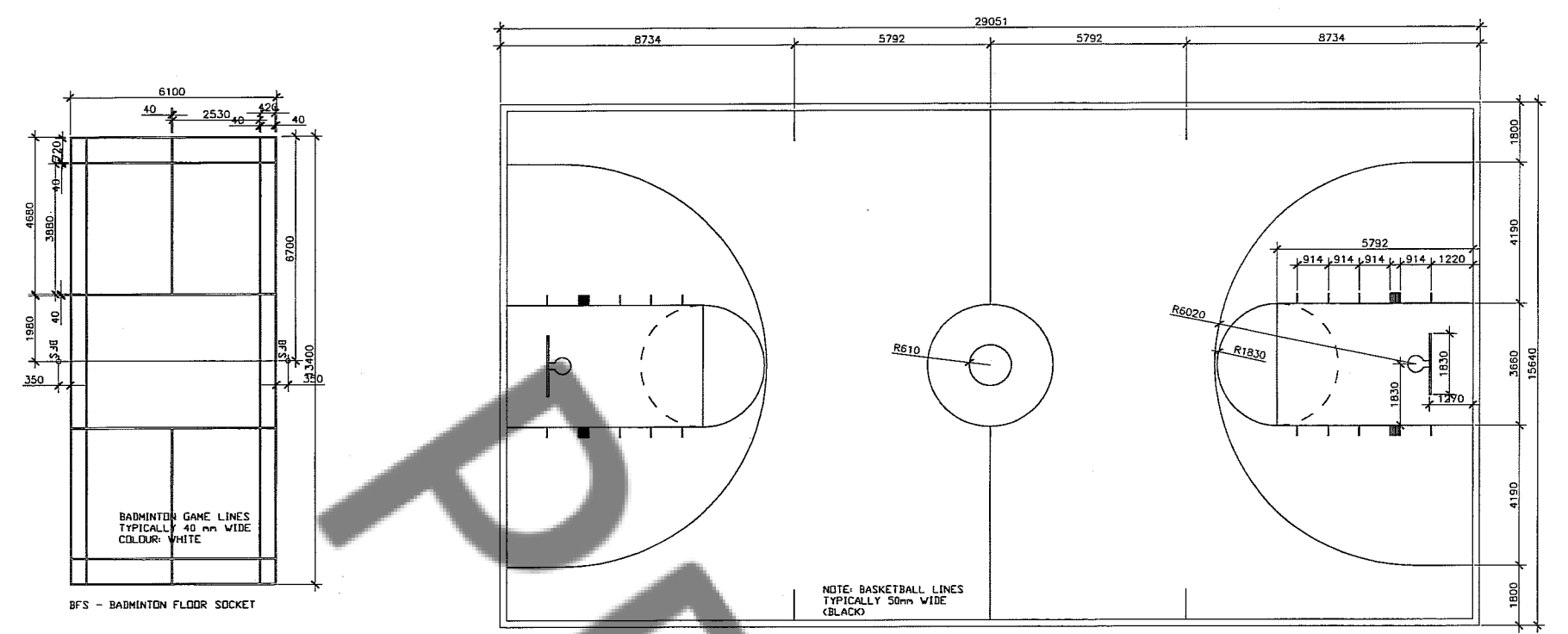
Drawn by: DB
Checked by: LN
Date: 15/03/06

NEWCASTLE COMMUNITY CENTRE

Drawing Title:
ENLARGED GYM GAME LINES AND DETAILS

Scale: AS NOTED

SHORE TILBE IRWIN & PARTNERS
28 BAYVIEW STREET
SUITE 200
TORONTO, ONTARIO
M2N 6L2
TEL: (416) 971-0060
FAX: (416) 971-0700



GENERAL NOTES:
1. WHERE GAME LINES COINCIDE, BASKETBALL LINES TAKE PRECEDENCE OVER VOLLEYBALL. VOLLEYBALL OVER BADMINTON.
2. GENERAL CONTRACTOR TO COORDINATE INSTALLATION OF SOCKETS WITH SOCKET MANUFACTURER.

