



Township of Clearview
217 Gideon Street
Stayner, Ontario, Canada L0M 1S0
Phone: 705-428-6230
Fax: 705-428-9288
www.clearview.ca

THE TOWNSHIP OF CLEARVIEW

REQUEST FOR TENDER

for

Street Sweeping

Tender #: 2021-02

TENDER CLOSING

DATE: March 8, 2022

TIME: 2:00 PM local time

LOCATION: Township of Clearview Administration Office
217 Gideon Street, Stayner, Ontario, Canada L0M 1S0

LATE TENDERS WILL NOT BE ACCEPTED

The Township of Clearview reserves the right to accept or reject all or part of any Tender and also reserves the right to accept other than the lowest Tender and to cancel this Call for Tenders at any time.

Table of Contents

DEFINITIONS..... 4

1. SCOPE OF WORK..... 5

2. BIDDING SYSTEM REGISTRATION 5

3. BIDS RECEIVED ON TIME 5

4. COMPETITION INTENDED 5

5. WEBSITE POSTING 5

6. LOBBYING PROHIBITED 5

7. INQUIRIES..... 6

8. RELEASE OF INFORMATION DURING THE CALL FOR TENDER PROCESS 6

9. TENDER PREPARATION AND SUBMISSION 6

10. TENDER OPENING 6

11. LATE SUBMISSIONS..... 6

12. ADDENDUM/ADDENDA..... 6

13. AVAILABLE FUNDING 7

14. BID SECURITY & CONTRACT SECURITY 7

15. EVALUATION..... 8

16. SCHEDULE OF ITEMS AND UNIT PRICES..... 8

17. CHECKING OF TENDERS..... 8

18. TENDER AWARD PROCEDURES..... 9

19. FIRM UNIT PRICES 9

20. PRICE COMPONENTS 9

21. PRICING (including Provisional Items) 10

22. PROVISIONAL ITEMS AND QUANTITIES 10

23. PURCHASE ORDER 10

24. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS 10

25. PRIVILEGE CLAUSE..... 11

26. ACCEPTANCE OR REJECTION OF TENDERS 11

27. RESPONDENT'S STATEMENT OF UNDERSTANDING 11

28. REGULATION COMPLIANCE AND LEGISLATION 11

29. REJECTED COMMODITIES 11

30. DELIVERY..... 11

31. DELIVERY CHARGES 12

32. CANCELLATIONS..... 12

33. FREEDOM OF INFORMATION 12

34. EMERGENCY TELEPHONE NUMBER..... 12

35. BRIBERY/FRAUD..... 12

36. EXAMINATION OF THE PLACE OF THE WORK..... 12

37. LITIGATION..... 13

38. TOWNSHIP NOT EMPLOYER 13

39. WORKING LANGUAGE 13

40. ERRORS AND OMISSIONS..... 13

41. SET OFF CLAUSE 14

42. PURCHASING PREFERENCE POLICY 14

43. ACCESSIBILITY 14

44. ALTERATIONS AND AMENDMENTS 14

45. CONTRACT CHANGE ORDERS..... 15

46. COMPLETION..... 15

47. DAMAGE OF VEHICLES AND OTHER EQUIPMENT 15

48. LOADING OF MOTOR VEHICLES 15

49. DAMAGE CLAIMS..... 15

50. INDEMNIFICATION..... 15

51. OCCUPATIONAL HEALTH AND SAFETY ACT 16

52.	LAWS AND REGULATIONS.....	16
53.	ENVIRONMENTAL CONSIDERATIONS	16
54.	NON-WAIVER	16
55.	NON-ASSIGNMENT	16
56.	MEETINGS.....	17
57.	W.H.M.I.S. REQUIREMENTS (IF APPLICABLE).....	17
58.	DEFECTIVE OR UNSUITABLE	17
59.	TOWNSHIP OF CLEARVIEW PROCUREMENT OF GOODS AND SERVICES BY-LAW	
#17-20	17
60.	TOWNSHIP OF CLEARVIEW PAYMENT TERMS	17
61.	PAYMENT	17
62.	THE INVOICE SHALL SHOW.....	17
63.	EVALUATION OF PERFORMANCE.....	17
64.	REPORTING	18
65.	CONFLICT OF INTEREST	18
66.	CONFIDENTIALITY.....	18
67.	PIGGYBACK OPTION.....	18
68.	CONTRACTORS OPERATIONS.....	18
69.	INSURANCE	18
70.	WORKPLACE SAFETY AND INSURANCE BOARD (WSIB).....	19
71.	INCIDENTS	19
72.	FORCE MAJEURE	20
1.	SCOPE OF WORK.....	21
2.	LOCATION OF WORK.....	21
3.	GENERAL WORK.....	21
4.	SCHEDULE OF WORK.....	22
5.	DRAWINGS	22
6.	MATERIALS SUPPLIED BY THE CONTRACTOR.....	22
7.	TEMPORARY WATER.....	22
8.	SWEEPER UNITS.....	22
9.	SCRAPING OF EXCESS MATERIAL.....	23
10.	DISPOSAL OF MATERIALS.....	23
11.	TRAFFIC CONTROL	23
12.	QUALITY ASSURANCE/QUALITY CONTROL PLAN.....	24
13.	MEASUREMENT AND PAYMENT	24
14.	COMPLETION OF THE WORKS.....	24
15.	PAYMENT	24
16.	PROGRESS OF WORK AND LIQUIDATED DAMAGES	24
17.	SUBCONTRACTORS.....	24
18.	NON-RESIDENT SUBCONTRACTOR	25
19.	HARMONIZED SALES TAX (HST).....	25
20.	RESPONDENTS RESPONSIBILITIES	25

The following definitions apply to the interpretation of the Tender Documents;

1. **“Addenda or Addendum”** means such further additions, deletions, modifications or other changes to any Tender Documents.
2. **“Bid Documents”** means collectively all of the documents comprising the Call for Bids, namely Part I to VI, and the Contract Drawings, if any.
3. **“Bid or Bid Form”** means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Respondent(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Contract with the Owner in the event of Award.
4. **“Bid Security and Contract Security”** means the Bid Security documentation referred to and described in Part I, Instructions to Respondents.
5. **“Call for Bids”** means the Call for Bids on the terms and conditions set forth in the Bid Documents.
6. **“Closing Time”** means the time specified in Part I, Instructions to Respondents by which all Bid submissions shall be stamped received by the Owner.
7. **“Contract”** means the agreement in writing governing the performance of the Work which has been executed by the Owner and successful Contractor following acceptance by the Owner of the successful Respondent’s Bid Form submission.
8. **“Contract Drawings”** means the plans and drawings describing the Work.
9. **“Contractor”** means the successful Respondent to whom the Contract is Awarded and undertaking the execution of the Work under the terms of the Contract.
10. **“Council”** means the elected Council for the Township of Clearview.
11. **“Mandatory Requirements”** means those requirements described in Part I, Instructions to Respondents, which shall be fully satisfied in order for any Bid to be considered by the Owner as a qualified Bid.
12. **“Owner”** means The Corporation of the Township of Clearview, as the case may be, and as identified in the Call for Bids, and Bid Documents and for the purpose of the Award and execution and performance of the Contract shall mean the entity awarding the Contract.
13. **“Request for Tenders”** (“RFQ”) means the request for Tenders to which these Instructions relates, and any renewal or substitute for that request for Tender.
14. **“Respondent”** means the legal entity submitting a Bid or Bid Form.
15. **“Services”** means a service of any description required in order to complete the Work, whether commercial, industrial, trade, or otherwise, and includes all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in Goods,
16. **“Sub Contractor”** means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Respondent, and includes both “brokers” and “subcontractors”.
17. **“Unit Price Per Lump Sum** means the fully inclusive, all-in total component price Tenderd by a Bidder in its Tender with respect to the Work, including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, operating and disposal costs, and all applicable taxes relating to the foregoing; but excluding any applicable taxes.
18. **“Work”** means the Work to be undertaken by the Contractor pursuant to the provisions of the Contract.

1. SCOPE OF WORK

The Township of Clearview invites quotations from qualified suppliers to provide all labour, materials and equipment to provide all works associated with the sweeping of various streets within the Township of Clearview.

2. BIDDING SYSTEM REGISTRATION

The Township will only consider bids received from bidders who have registered with the Township's electronic bidding system at [Bids & Tenders](#) (the "Bidding System") and have obtained the bid opportunity directly from the Bidding System.

All Bidders must establish a Bidding System account and be registered as a plan taker for the bid opportunity, which will allow the bidder to download the bid opportunity, to receive addenda email notifications, download addenda and to submit their bid electronically through the bidding system.

3. BIDS RECEIVED ON TIME

Bids will only be accepted if they are received by the bidding system by no later than 2:00:00PM on the submission deadline date identified in Section 9.

The submission deadline will be determined by the Bidding System clock. The timing of the bid submission is based on when the bid is **received** by the Bidding System, regardless of when the bidder began the submission process. Onus and responsibility rests solely with the bidder to ensure its bid is received by the Bidding System by no later than the submission deadline.

4. COMPETITION INTENDED

It is the Township's intent that this Competitive Bid Opportunity to permit competition. It shall be the Respondents responsibility to advise the Public Works Department in writing (dperreault@clearview.ca) of any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this document to a single source. Such notification must be received no later than Seven (7) days prior to the date set for acceptance of Tenders.

5. WEBSITE POSTING

The Township of Clearview posts all tenders, quotations and requests for proposals on-line on the Township's Website and on it's Bids & Tenders website portal as follows:

[Clearview Tenders](#)

[Bids & Tenders](#)

6. LOBBYING PROHIBITED

If any director, officer, employee, agent or other representative of a Respondent or Bidder, including any other parties that may be involved in a joint venture, consortium or similar business relationship with the Respondent or Bidder, makes, from the time the Tender Documents are released, any representation or solicitation to any elected representative or employee or agent of the Owner including project consultants, or to the media, with respect to the Respondent's Tender, the Owner will be entitled to reject the Tender. This requirement does not extend to any public deputations.

7. INQUIRIES

All inquiries concerning this bid opportunity shall be made through the Bidding System, in accordance with the instructions given for the specific bid opportunity.

8. RELEASE OF INFORMATION DURING THE CALL FOR TENDER PROCESS

Any communication initiated by a respondent to Corporation elected officials or staff other than to the Public Works Department staff for the period of time, from the Call for Tender closing up to and including the date that the contract has been executed by the Corporation (the "Black Out Period") may be grounds for disqualifying the offending Respondent from consideration for contract award.

Any communication between a Respondent during the Black Out Period will be initiated by the Public Works Department staff only.

9. TENDER PREPARATION AND SUBMISSION

Task	Date
Issue of Tender	February 15, 2022
Tender Closed	March 8, 2022
Substantial Completion	May 27, 2022

10. TENDER OPENING

DUE TO THE COVID-19 EPIDEMIC – TENDERS WILL NOT BE OPENED IN A PUBLIC FORM

The unofficial tender opening results will be posted to the Township website and Bids & Tenders within 24 hours of the tender opening:

[Township Tenders](#)

[Bids & Tenders](#)

11. LATE SUBMISSIONS

Tenders received after the official closing time will NOT be considered during the selection process and will be returned unopened to the respective Respondent.

12. ADDENDUM/ADDENDA

It is the responsibility of the bidder to have received all addenda to the bid opportunity that have been issued by the Township through the Bidding System. Bidders will be required to check a box For each addendum and any applicable attachments that have been issued before a Bidder can submit their bid in the Bidding System.

Addenda will typically be issued through the Bidding System at least 48 hours prior to the submission deadline. However, in some cases, it may be necessary for the Township to issue an addendum within the 48 hours prior to the submission deadline. In such cases, the addendum will include an extension of the submission deadline.

Bidders must check the Bidding System for any addenda up until the submission deadline.

If a bid is submitted before an addendum is issued, the Bidding System will automatically withdraw the bid and identify the status of the bid as an incomplete not accepted by the Township. The withdrawn bid can be viewed by the bidder in the "My Bids" section of the bidding system.

The bidder is solely responsible for;

- a) reviewing the status of their bid,
- b) making any required adjustments to their bid,
- c) acknowledging the addendum, and,
- d) ensuring the bid is resubmitted and received by the Bidding System by no later than the submission deadline.

The Township will not be responsible for the for withdrawal of a bid due to the Bidders failure to acknowledge any addenda issued prior to the submission deadline.

Withdrawal or Amendment of Bids

Bidders may withdraw their bids prior to the submission deadline through the Bidding System if a bidder wishes to amend and it already submitted bid prior to the submission deadline the bidder may withdraw the submitted bid and submit a revised bid prior to the submission deadline through the Bidding System the bidder is solely responsible for ensuring that the revised bid is received by the Bidding System no later than the submission deadline.

13. AVAILABLE FUNDING

The Respondent acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender, which the Owner in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Bid shall not necessarily be accepted.

All Awards are subject to the availability of funds.

14. BID SECURITY & CONTRACT SECURITY

14.1 Bid Deposit

A bid bond in the amount of **10% of the Sub-total amount listed in the Schedule of Unit Prices (Part III Schedule 1)** is to be submitted in an electronic or digital format if it meets the following criteria:

- The version submitted by the Bidder must be verifiable by the Owner with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the Owner, and in a single file. Allowable formats include pdf.
- The verification may be conducted by the Owner immediately or at any time during the life of the bond and at the discretion of the Owner with no requirement for passwords or fees.
- The results of the verification must provide a clear, immediate and printable indication of pass or fail.

Bonds failing the verification process will **NOT** be considered to be valid and the bid will be rejected.

Bonds passing the verification process will be treated as original and authentic.

14.2 Performance Bond

A performance bond in the amount of **50% of the Sub-total amount listed in the Schedule of Unit Prices (Part III Schedule 1)** will be required from the successful proponent and shall be submitted upon award of the contract and may also be submitted in an electronic or digital format if it meets the following criteria:

- The version submitted by the Bidder must be verifiable by the Owner with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the Owner, and in a single file. Allowable formats include pdf.
- The verification may be conducted by the Owner immediately or at any time during the life of the bond and at the discretion of the Owner with no requirement for passwords or fees.
- The results of the verification must provide a clear, immediate and printable indication of pass or fail.

Bonds failing the verification process will **NOT** be considered to be valid and the bid will be rejected. Bonds passing the verification process will be treated as original and authentic.

15. EVALUATION

Product selection will be determined by, however, not limited to the following considerations:

- Compliance with the Tender process
- Firm delivery schedule
- Specifications compliance
- Best value to the Corporation

16. SCHEDULE OF ITEMS AND UNIT PRICES

The Respondent also understand and accepts that the quantities shown in the Tender Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

17. CHECKING OF TENDERS

Tenders opened are checked by Township staff to ensure that;

- i. The required security, as required, is properly executed and equal to the Tender requirements.
- ii. All Tender submitted shall comply with the Tenders Documents. All Bid Irregularities shall be dealt in the manner described in the Tender Document.
- iii. All arithmetic extension calculations are correct.

- iv. Where there is an obvious error in the extended price the unit price stipulated shall govern and shall be calculated accordingly with the estimate quantity. For greater certainty, any failure by a Respondent to insert a unit price where required shall be deemed to be a \$ "0" value.
- v. All items as specified have been Tendered on.
- vi. No claims or litigation proceedings have been instituted by the Respondent or in turn by the Owner to the Respondent.

In any of the above circumstances where there are obvious or patent errors such as misplaced decimals, the Owner shall consider the intent of the Respondent.

18. TENDER AWARD PROCEDURES

Unless stated otherwise the following procedures will apply:

- The Corporation will notify the Successful Respondent that his/her Tender has been accepted, within 30 (thirty) days of the Tender opening.
- Notice of acceptance of Tender will be by Bidding System, telephone or by written notice.
- Immediately after acceptance of the Tender by the Corporation, the Successful Respondent shall provide the Corporation with any required documents within 7 business days of the date of notification of award.
- Following receipt of the documents, the Contractor will receive written authority, in the form of an official Purchase Order.

19. FIRM UNIT PRICES

All Unit prices are to include all costs including, fuel, mileage and labour cost.

20. PRICE COMPONENTS

20.1 Taxes

- i. The Owner is subject to payment of both Provincial and Federal (Harmonized Sales Tax.) taxes imposed by the Provincial and Federal 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 and construction to be purchased or provided during the term of this contract, the Contractor and the Owner 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 Owner's attention any such changes.
- ii. The Respondent shall allow in their prices for all Sales Taxes that they may be required to pay on materials and equipment to be utilized or expended in the construction of the Works. Exception being; where the Contractor is in the position to claim for Sales Tax Rebate on the material used. In the event of any dispute between the parties concerning taxes, the matter will be finally resolved by an independent audit firm acceptable to both parties.

20.2 It is the respondent's responsibility to obtain up-to-date directives Transportation and Delivery Charges.

20.3 Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Contractor to any specified destination within the corporate limits of the Owner, unless a breakdown is requested on the Tender Form.

20.4 Firm Prices

Prices tendered are to be in Canadian Funds and are to remain firm for acceptance for the remainder of the tender completion unless otherwise stated herein.

21. PRICING (including Provisional Items)

Respondents acknowledge and accept, by way of submitting a Tender, that the Owner's award of this contract shall be based on the "SUB TOTAL CONTRACT PRICE", as set out in Schedule I Items and Unit Prices, including any and all Provisional Prices. The Owner may, in its sole and absolute discretion, include or delete any or all Provisional Price(s) in the final contract price.

22. PROVISIONAL ITEMS AND QUANTITIES

Items listed in the Tender Form as "Provisional Items", may or may not be required for completion of the Work called for under the Contract. The necessity and/or actual quantities of these items shall be determined by the Owner as the Work progresses. Should any of these items be required, the Contractor shall be compensated on the basis of the unit prices(s) Tendered. In the event that any or all of these items are found not to be required, the Contractor may not claim extra payment for loss of anticipated profits.

23. PURCHASE ORDER

Goods/Service or Work, as described herein this Contract shall not commence until all of the required documents have been submitted and the agreement executed by the Supplier, to the Public Works Department. For Payment purposes a Purchase Order shall be generated and issued to the Supplier. The terms and conditions of this Contract supersede those of the Purchase Order issued.

24. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Respondent find omissions from or discrepancies in any of the Tender Documents or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the designated person and office in writing only, without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable a written addendum only will be issued by the Public Works Department. The Addendum(s) shall form part of the Tender Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

In all cases of misunderstanding and disputes, verbal arrangements shall not be considered. The Contractor shall produce written authority in support of its contentions and shall advance no claim in the absence of the written authority of the Owner, or use, or attempt to use any conversation with any parties against the Owner or in prosecuting any claim against the Owner.

25. PRIVILEGE CLAUSE

It is the intention of the Corporation to award this Tender as seen in the best interest of the Township of Clearview. The lowest, or any, Tender may not necessarily be accepted as per **The Township of Clearview Procurement of Goods and Services By-law #17-20.**

The Township reserves the right to award each part separately, if so desired.

26. ACCEPTANCE OR REJECTION OF TENDERS

The Corporation reserves the right to reject any or all Tenders and to waive formalities as the interests of the Corporation may require without stating reasons therefore. The lowest or any Tender will not necessarily be accepted.

The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the Corporation of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the request for Tender.

27. RESPONDENT'S STATEMENT OF UNDERSTANDING

It is understood that the Respondents have carefully examined all of the Tender Documents and have carefully examined the Work to be performed under the Contract if awarded. The Respondent also understands and accepts the said Tender Documents, and for the prices set forth in the Tender, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and any other materials to complete the Work in strict accordance with the Tender Documents.

28. REGULATION COMPLIANCE AND LEGISLATION

The Successful Respondent shall ensure all services and products provided in respect to this Tender are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Municipal Act, and its regulations
- The Environmental Protection Act, and its regulations
- The Highway Traffic Act for the Province of Ontario
- All others associated with the Automobile Industry

29. REJECTED COMMODITIES

Upon rejection of commodity(s) the same shall be removed by the Supplier from the premises of the Owner within five (5) days after notification unless public health and safety require immediate destruction or other disposal or such rejected commodities in which case the Owner may take such actions, as it deems necessarily. Rejected items left longer than five (5) days shall be considered as abandoned and the Owner shall have the right to dispose of them as its own property.

30. DELIVERY

All material/services/equipment shall be delivered to specified job sites and shall only be received by designated Township of Clearview staff.

31. DELIVERY CHARGES

The successful Bidder shall deliver all goods: delivery and all other charges pre-paid, F.O.B. Destination.

32. CANCELLATIONS

- The Corporation reserves the right to immediately terminate the Contract with the successful Contractor without cause, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing issues, etc
- If the Contractor should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Contractor. Continued failure of the Contractor to execute the work properly shall result in a termination of Contract. The Corporation shall provide written notice of termination.
- The Corporation may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) days written notice to the Contractor.
- Either party may terminate the Contract by giving the other party sixty (60) days written notice, giving reasons acceptable to the other. A period of less than sixty (60) days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

33. FREEDOM OF INFORMATION

All Tenders submitted to the Owner become the property of the Owner and as such, are subject to the "Municipal Freedom of Information and Protection of Privacy Act."

34. EMERGENCY TELEPHONE NUMBER

Prior to commencing, the Work, the Supplier shall provide the Owner with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the Contract.

35. BRIBERY/FRAUD

Should any prospective suppliers or any of their agents give or offer any gratuity or to attempt to bribe any employee of The Township of Clearview, or to commit fraud, the Owner shall be at liberty to cancel the prospective Supplier's submission or Contract and to rely upon the Contract Surety submitted for compensation if applicable.

36. EXAMINATION OF THE PLACE OF THE WORK

Notwithstanding any drawings or specifications provided in the Tender Documents, Respondents are required to satisfy themselves by personal visitation and examination of each site for the Work the existing conditions which may be encountered on or adjacent to the site, including without limitation, all underground/overhead utilities locations, surface & sub-surface conditions, existing structures on or adjacent to the sites, access routes and other conditions which may affect performance of the Work.

By submitting a Tender, the Respondent acknowledges and agrees that it has satisfied itself as to all the provisions of the Tender Documents and of all the conditions which may be encountered at the site or any other matter which may affect performance of the Work and no claims may be made by the selected Tender, as Contractor, based on the assertion by the Respondent that it

was uninformed as to any of the conditions affecting the site or the provisions or conditions intended to be covered by the Contract.

Respondents shall accept sole responsibility for any error or neglect on their part in respect to the foregoing. No claims shall be accepted by the Owner for any labour, equipment or material that may be required for the proper execution and completion of the Work, due to any failure to comply with the above.

The Respondent is not entitled to claim at any time after the submission of its Respondents that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions. The Owner is not responsible for any misunderstandings on the part of the Respondent.

37. LITIGATION

The Owner shall not accept, award or extend any Contract to any Respondent or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the Corporation, subject to the following exceptions;

- a) Where there is only one Respondent and the Chief Administrative Officer has approved the award.
- b) In the case of an emergency purchase as outlined in the Owner's procurement policy.
- c) Where there is a legal obligation on the part of the Owner to enter into the Contract.
- d) Where the proposed Contract is pursuant to an inter-municipal or cooperative agreement and where another public agency will be party to the Contract and has approved the award.

Furthermore, the Owner shall have the right to reject Tenders which may have already been submitted, notwithstanding efforts by the Owner to screen the acceptance of Tenders from parties engaged in unresolved litigation with the Owner.

38. TOWNSHIP NOT EMPLOYER

The respondent agrees that the Corporation of the Township of Clearview is not to be understood as the employer to any successful contractor nor to such contractor's personnel or staff for any work, services, or supply of any services, products or materials that may be awarded as a result of this tender document. Also, in accordance the Occupational Health and Safety Act, the successful vendor herewith agrees to be the "constructor" as defined under this act.

39. WORKING LANGUAGE

The working language of The Township of Clearview is English and all responses to this Request for Tender must be in English.

40. ERRORS AND OMISSIONS

No oral interpretation shall be effective to modify any provisions of these Tender Documents. Any modification or clarification shall be by written Addendum only issued by the Deputy Director of Public Works. The Addendum(s) shall form part of the Tender Documents.

41. SET OFF CLAUSE

The respondent hereby agrees that any monies owing to the Owner may at any time be set-off against but not limited to, any property taxes (or any penalties and/or interest thereon) owing at the time such monies become due and payable to the Contractor.

42. PURCHASING PREFERENCE POLICY

The Owner shall award Tenders for goods and services by giving preference to the supplier located in the Township of Clearview, when in all other respects, Tenders are equal and there is therefore no additional cost to Township Tax payers to support local business.

43. ACCESSIBILITY

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:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use assistive device equipment that is available on Township of Clearview, premises that may help in the provision of accessible goods or services
4. What to do if a person with a disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide services to the public on behalf of the Township of Clearview must meet the requirements of Ontario Regulation 429/07 regarding training under the Accessibility for Ontarians with Disabilities Act (AODA).

A document describing your training policy or procedure, a sample copy of training and details of training dates and attendees **maybe** required to be submitted to the Township of Clearview, prior to the commencement of any work.

44. ALTERATIONS AND AMENDMENTS

The Owner shall have the right at any time to order changes in the Work in accordance with the Conditions of Contract. Any such change shall be made pursuant to a Contract Change Order Form executed by Contractor and Owner prior to Contractor undertaking Work pursuant to this Change Order.

Except as stated in the Contract Change Order, the Work shall remain unaltered and the rights and obligations of the Parties shall remain unaltered and in full force and effect. Each Contract Change Order shall set out the change in Work, and the cost of such change, including costs to the Contractor on the remaining Work shall not impact on schedule. Each Contract Change Order, unless otherwise specified, shall be deemed to incorporate the terms and conditions of the Contract and shall be deemed to be part thereof.

The Owner and Contractor shall have the right to change, amend or modify the form or content of a Contract document regarding matters, which do not affect the nature of Work, by Contract amendment, which shall be executed by the Owner and Contractor. Contract documents, except to the extent stated in the Contract amendment, shall remain unaltered and in full force and effect.

45. CONTRACT CHANGE ORDERS

It is the responsibility of contract to bring to the attention of the owner any modifications to the scope of work/delivery or schedule during the project that may impact price, delivery or schedule. All such modifications must be presented to the owner on the owner documents (see attached) and should be considered as fair and reasonable. They must be mutually agreed upon in full and final settlement of all claims arising out of this modification, including all claims for delays and disruptions resulting from, caused by, or incident to such modifications or change orders.”

46. COMPLETION

Time shall be of the essence for the receipt of these goods/services.

47. DAMAGE OF VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Township of Clearview damage is being done or likely to be done to any highway or in any improvement thereon, other than such portions as are part of the work, by the Contractor’s vehicles or other equipment, whether licensed or unlicensed, the Contractor will, on the direction of the Township of Clearview and at the Contractor’s own expense, make changes in or substitutions for such vehicles or other equipment, or will alter loadings or will in some other manner remove the cause of such damage to the satisfaction of the Township of Clearview.

48. LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for use in the contract, in whole or in part, upon a public highway and where motor vehicle registration is required for such vehicle, the respondent will not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the respondent or otherwise.

49. DAMAGE CLAIMS

The Supplier shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, or under its control, or arising from the execution of the Work, or by reason of the existence, location, or condition of Work, or of any materials, plant or machinery used thereon or therein, or goods supplied in execution of the Contract, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract, and agrees to hold the Owner safe and harmless from any such claims by third parties, including any legal costs incurred by the Owner in connection therewith on a solicitor and client basis.

50. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Owner against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss that the Owner may bear, suffer, incur, become liable for or be put to by reason any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation or

non-performance by the Contractor of any provision of the Agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this Contract, or by reason of, or arising out of any act, neglect or default by the Contractor or of any of its agents or employees or any other person or persons, in, on, or about the premises.

51. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall be responsible for construction health and safety within the working areas and for compliance with the Occupational Health and Safety Act (OHSA) and Regulations. So as to avoid any misunderstanding as to the extent of the Contractor's responsibility, the Contractor, by executing the Contract unequivocally acknowledges that the Contractor is the Constructor as defined in Section 1 of the OHSA and agrees to carry out the duties of the Constructor as outlined in Section 23 of the OHSA.

The Contractor shall file a Notice of Project, as required by the OHSA, with the Ministry of Labour and shall post the Notice of Project at the workplace.

52. LAWS AND REGULATIONS

The Contractor shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and all C.S.A. approvals, if required. The Contractor shall obtain and pay for all necessary permits and licenses and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Contractor is called to any such violation on his/her part, or of any person employed or engaged by the Contractor, he/she shall immediately desist from and/or correct such violation.

53. ENVIRONMENTAL CONSIDERATIONS

The Contractor shall comply with all environmental legislation and restrictions in force until completion of the Work. If the restrictions change after the Award of the Tender any resulting increase in cost shall be borne by the Owner.

54. NON-WAIVER

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Contractor at any time or times in respect of any provision herein contained shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Owner save only an express waiver in writing. Any Work completed by the Contractor required by this agreement to be done by the Contractor shall not relieve the Contractor of his/her obligations to do that Work.

55. NON-ASSIGNMENT

Neither this Contract nor any Work to be performed under this Contract or any part hereof may be assigned by the Contractor without the prior written consent of the Owner. Such written consent however shall not under any circumstances relieve the Contractor of his/her liabilities and obligations under this Contract and shall be within the sole and unfettered discretion of the Owner.

56. MEETINGS

The Contractor's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessarily decisions and commitments with respect to matters agreed upon at the meetings.

57. W.H.M.I.S. REQUIREMENTS (IF APPLICABLE)

The successful Respondent must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Protection Act for all controlled products to be supplied per this Tender document. Any controlled goods supplied without appropriate data sheet and proper labelling will not be accepted and will be returned at the sole cost of the successful Respondent.

58. DEFECTIVE OR UNSUITABLE

Items purchased in this document which are later found to be defective or unsuitable for their intended use shall be returned to the Supplier forthwith, whether the material(s) are on the job site or held in inventory. Such products shall be subject to replacement or 100% refund of purchase price, at the Owner's discretion, and shall not be subject to any re-stocking charges.

59. TOWNSHIP OF CLEARVIEW PROCUREMENT OF GOODS AND SERVICES BY-LAW #17-20

It is the responsibility of all Respondents to become familiar with and comply with The Township of Clearview's Purchasing policy. The Township's Purchasing Policy is available upon request.

60. TOWNSHIP OF CLEARVIEW PAYMENT TERMS

The Township of Clearview payment terms are 30 days from receipt of Invoice.

61. PAYMENT

Payment at the Contract Price shall be compensation in full for the supply of all labour, equipment and material necessarily to complete the work to the satisfaction of the Township of Clearview.

62. THE INVOICE SHALL SHOW

The Term Contract Purchase Order Number. Delivery of Invoice shall be to the attention of the:

**The Township of Clearview,
Public Works Department
217 Gideon Street, Stayner ON
L0M 1S0**

63. EVALUATION OF PERFORMANCE

Upon completion of the Contract, the Owner may complete an evaluation of the Contractors' performance. A copy of this evaluation may be given to the Contractor. The evaluation shall be placed on file. This information may be made available to persons requesting Owner references for the Contract and also may be reviewed and may form part of the criteria when awarding future Tenders by the Owner. The Contractor hereby authorizes the maintenance and release of this information.

64. REPORTING

The Selected Contractor may be required to submit a contract utilization report. These reports may be requested monthly, quarterly or annually and must be submitted to the Procurement Representative within 5 business days of the request.

65. CONFLICT OF INTEREST

Each Respondent, in their Tender submission, shall declare on a separate sheet of paper, all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. Failure to comply with this requirement may render the Tender non-compliant and shall cause the Tender to be rejected. The Owner reserves the right to disqualify from further consideration Tenders which in the Owner's opinion demonstrate a conflict of interest.

Any actual or potential situation that may be interpreted as either a conflict of interest or a potential conflict of interest arising during the Term of Contract must be reported immediately to the Owner's project manager. Any failure to advise the Owner may result in termination of the Contract by the Owner.

66. CONFIDENTIALITY

Respondents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by the Respondent or disclosed by the Owner in the course of the Tender Call and while carrying out the project.

The selected Respondent further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the Owner and shall not be disclosed or released to any person or organization without the prior written consent of the Owner. Any breach of this requirement for confidentiality may result in the Contract being terminated and may also result in damages being assessed and applied against any amounts owing to the selected Respondent under the Contract.

67. PIGGYBACK OPTION

The Owner reserves the right to negotiate with the Successful Vendor to allow additional Public Buyer's Co-operative member agencies to piggyback on the Contract.

68. CONTRACTORS OPERATIONS

Operators shall be competent and familiar with the work that they are to perform. They shall be familiar with their assigned routes so not to delay the process. Contractors Employees shall possess all applicable licenses and have a good driving record. They shall be qualified in the effective and safe operation of their equipment. Contractors Employees shall conduct themselves in a very professional manner at all times and shall avoid conflict with all those they come in contact with.

69. INSURANCE

The awarded Contractor shall at its own expense obtain and maintain Insurance until the termination of the contract, with insurers acceptable to the Owner, the following insurance, and provide evidence thereof:

Comprehensive General Liability Insurance on an occurrence basis for an amount of not less than **Two Million Dollars (\$2,000,000.00)** and shall include the Owner, The Corporation of the Township of Clearview, The Corporation of the County of Simcoe and it's consultants, as an Additional Insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, cross liability and severability of interest clauses.

Automobile Liability Insurance for an amount not less than **Two Million Dollars (\$2,000,000.00)** on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.

The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.

The policies shown above shall be endorsed to provide the Owner with not less than 30 Days' written notice of cancellation, change or amendment restricting coverage.

The Contractor shall not commence work under this contract until such time as evidence of insurance has been filed with and approved by the Owner. The Contractor shall provide evidence of the continuance of this insurance at each policy renewal date for the duration of the contract.

The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to work as the Owner may reasonably require.

70. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Respondent shall be required to supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract and there after upon request during the life of the Contract indicating that all of the assessments the Respondent or any Subcontractor is liable to pay under the Worker's Safety Insurance Board Act or successor legislation have been paid and they are in good standing with the Board.

If the successful respondent is deemed or recognized to be an Independent Operator by the Workplace Safety & Insurance Board, they must provide of a copy of such letter to the Township containing the Independent Operator identification number issued by the Board. An Independent Operator must be covered by optional Employer's Liability insurance (provided by either WSIB or Bidders Insurance provider) and must provide proof of this coverage prior to commencement of the work.

71. INCIDENTS

Incidents involving residents shall be reported to the Public Works Department, immediately.

Vehicle collisions, personal injuries and any damages to public or private property shall be reported to the Manager of Public Works and/or Road Supervisor immediately without exception. The Contractor shall be responsible for all damages caused by it of its employees.

The Contractor's Supervisor shall be responsible to report to the Manager of Public Works and /or Road Supervisor any spills that may occur, liquid and/or solid. If the spill involves hazardous materials (i.e. motor oil, hydraulic oil) the Contractor's Supervisor shall apply a known absorbing material to the spill immediately and notify the Township so that appropriate action may be taken.

72. FORCE MAJEURE

If the successful Respondent is delayed in completion of the work by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the successful Respondent control, then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty to the Corporation.

1. SCOPE OF WORK

The Corporation of the Township of Clearview (Township) is calling for complete quotations from qualified Proponents for the sweeping of various streets within the Township of Clearview. The Contractor shall perform all the general work covered by the scope of project.

By signing the attached quotation, the Contractor certifies that he/she is familiar with the work and has expressed any concern or question regarding the ability to perform the required work prior to submitting the quotation.

A purchase order will be issued to the selected proponent which must be referenced on all invoices.

2. LOCATION OF WORK

Order of Priority	Approx. Total Centreline Road Kilometres
Avening	2.0
Batteaux	1.5
Brentwood	1.0
Creemore	17.0
Dunedin	2.0
Duntroon	1.8
Glen Huron	1.0
New Lowell	15.0
Nottawa	10.0
Old Sunnidale	1.5
Singhampton	3.0
Stayner	47.0
Clearview's approx. Total Road Kilometres:	102.8 km

3. GENERAL WORK

Wherever the words Contract Administrator appear, it shall also mean "and/or the Township of Clearview".

These Special Provisions are based on the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) in effect at the Official Closing Time. OPSS and OPSD apply to all facets of the Work; however, should a conflict arise Special Provisions shall take precedence. The following Special Provisions apply to either the project as a whole (general work) or specifically to the individual items of work listed in the Schedule of Unit Prices. The purpose of these Special Provisions is to clarify the work that shall be performed, or to infer beyond reasonable doubt, that work which is required under an item in the Form of Tender, for the contract price.

The work under this contract shall include all work within the limits shown on the contract drawings. In addition, the work may include work on private property where required to grade, pave, or reinstate the property. Where work extends to private property the Contractor shall obtain permission to enter such properties.

The quantities shown in the Schedule of Unit prices are the Contract Administrator's best estimate; the Contractor must satisfy himself by their own review of the site and take-off of the drawings that the estimated quantities are reasonable.

The prices bid for all work included in the Tender Form, unless otherwise directed in the following specifications, shall be compensation in full for the complete supply of all labour, equipment and materials necessary to construct the work as specified in, shown on, or is reasonably inferred from, the contract drawings and contract specifications.

Should access to local residences, businesses or properties or any utility or service to the properties be affected by the work, the notification of emergency agencies, utilities and/or affected homeowners shall be the responsibility of the Contractor.

All cleanup of mud tracking on existing roads shall be deemed to be included in the Total Tender Price.

The Contractor shall be responsible for any theft or damage to the works until the date of Substantial Performance.

4. SCHEDULE OF WORK

The Contractor must start the sweeping operations no later than April 11, 2022, (weather permitting) and work continuously thereafter, without undue delay until the contract has been completed, unless otherwise approved and directed by the Manager of Public Works or Roads Foreman. **The street sweeping operations must be completed no later than May 27, 2022**. Work will only be permitted from Monday to Saturday each week, from 6:00 a.m. to 9:00 p.m. daily, unless otherwise approved by the Manager of Public Works or Roads Foreman. Depending on weather conditions, the start-up date may be moved ahead or extended if required by the Manager of Public Works or Roads Foreman.

The Township is to be informed 48 hours prior to any work taking place.

5. DRAWINGS

PLEASE SEE ATTACHED MAPS IN PART V FOR REFERENCE.

6. MATERIALS SUPPLIED BY THE CONTRACTOR

The Contractor shall base this submission on the materials specified as to quality and price. The Contractor may, however, after acceptance of his tender, request permission to substitute alternative material where "other approved" is allowed in the specification. Should the Contract Administrator not approve such alternative material, the Contractor shall have no claim whatsoever against the Township.

7. TEMPORARY WATER

The Contractor will be responsible for loading water into his unit and using it for dust control while sweeping operations are being carried out. Fire hydrants are available for loading purposes and will be supplied with a valve and backflow preventer by the Township in the communities of Stayner, Creemore, New Lowell.

8. SWEEPER UNITS

Each street sweeper is to be a 4 wheel Mobile type unit. The following units would be considered acceptable for Township street sweeping purpose:

- Air Regenerative type
- Mechanical Vacuum
- Truck Mounted Mechanical
- Approved equivalent

Each street sweeping unit is to include an experienced operator, fuel, repairs, liability insurance and all other things necessary to accomplish the intended work. To ensure that the street sweeping operations are completed in a timely manner, the street sweeping contractor shall supply and operate at least two (2) street sweeping units for the duration of this street sweeping contract.

9. SCRAPING OF EXCESS MATERIAL

The Township of Clearview will clean boulevard areas, sidewalks, etc. prior to the commencement of street sweeping operations. If the Contractor requires the streets to be scraped, then the Contractor shall do so as part of this contract, at the contractor's expense.

10. DISPOSAL OF MATERIALS

The Manager of Public Works or designate will identify temporary disposal sites within the communities for the contractor to dump the street sweepings at. Our Works crew will load and haul the street sweepings that are dumped at these sites by the contractor and take it to a designated location deemed appropriate by our Manager of Public Works or designate.

11. TRAFFIC CONTROL

General

The Contractor must cause as little interference as possible to traffic.

All methods of traffic control shall be in accordance with the Ontario Traffic Manual Book 7, Ministry of Transportation Ontario and must meet with the approval of the Contract Administrator.

The Contractor shall provide an adequate number of flagmen to direct traffic at all times during construction to the satisfaction of the Contract Administrator.

Traffic Control & Signs

The Contractor shall provide for vehicle movement from all driveways and parking lots, which presently have access along the line of construction and shall maintain continuous access to adjacent buildings.

The Contractor shall supply, place and maintain all barricades, warning signs, delineators and flashing lights necessary for the protection of public and the work, including warning signs of construction operations maintained at all ends of the Contract, for the duration of the Contract, in accordance with the Ontario Traffic Manual Book 7, Ministry of Transportation of Ontario.

The Contractor shall supply signs with:

- High Intensity Grade Reflective Sheeting
- Warning Signs: All Warning Signs
- Temporary Condition Signs, as required
- Engineering Grade Reflective Sheeting
- All remaining signs

All signs, flashers, barricades and delineators shall be cleaned and maintained throughout the duration of the Contract at the Contractor's expense.

The Contractor shall have a competent person on duty at all times for emergency calls after construction hours and during weekends. It shall be the Contractor's responsibility to supply the Contract Administrator with the name and telephone number of the person to be contacted during these periods.

The Contractor shall in any event and in particular, when directed by the Contract Administrator, supply an adequate number of traffic control persons to direct traffic during construction, in accordance with the Ontario Traffic Manual Book 7 and procedure outlined in the pamphlet

"Guidelines for Training Traffic Control Persons" issued by the Construction Safety Association of Ontario and as per O. Reg. 213/91, S.69.

12. QUALITY ASSURANCE/QUALITY CONTROL PLAN

The Contractor shall be responsible for quality assurance and quality control of all work. A quality assurance/quality control plan is to be provided for review and approval by the Contract Administrator, prior to commencement of work.

13. MEASUREMENT AND PAYMENT

Unless otherwise noted in the Schedule of Unit Prices, no measurement of quantities will be made for the General Work. No direct payment will be made for any of this General Work. The Contractor shall allow in the unit prices bid for all labour, materials and equipment necessary for the General Work described herein or specified elsewhere in the Contract.

14. COMPLETION OF THE WORKS

As soon as, in the opinion of the Township, the work has been substantially performed and has satisfactorily passed any final tests required under the terms of the Contract, and the Contractor has given a written undertaking to complete any outstanding work expeditiously the Township will consider the works complete.

15. PAYMENT

Within Thirty (30) days after the issuance of the date of Satisfactory Completion, the Manager of Public Works will authorize the payment of all invoices in accordance with the value of work agreed to.

Before payment and at any time as required by the Township, the Contractor is required to produce satisfactory to the Township to the effect that there are no liens, garnishes, attachments of charges or monies due to the said Work or Contract.

16. PROGRESS OF WORK AND LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed by the completion date stipulated on the quotation, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of \$50.00 for liquidated damages for each and every calendar days delay in finishing the work in excess of the date of completion prescribed and it is agreed that this amount is an estimate of the actual damage to the Owner, which will accrue during the period in excess of the completion date stipulated.

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

17. SUBCONTRACTORS

17.1 Respondents shall submit a list of their Subcontractors containing the names of all of the Subcontractors which the Respondent shall use to perform work under the Contract and the division or section of Contract work to be completed by each Subcontractor, using Schedule II in the Quotation Form.

17.2 Respondents shall ensure that all Subcontractors selected and named have experience in the Subcontract work described, have submitted their Subcontract prices in strict accordance with the Quotation Documents, and that they shall execute their work with competence and within the required time frame.

- 17.3 Respondents shall ensure that all Subcontractors submitting Quotes shall be actively engaged in work of the type described and shall be able to show proof upon request by the Owner of previous work of similar nature performed by them.
- 17.4 Respondents shall not show "Own Forces" in their list of Subcontractors, except where the Respondent's intent is to employ the Respondent's own qualified on-staff personnel to perform such work.
- 17.5 Respondents shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.
- 17.6 Respondents shall list in their list of Subcontractors, all of the Subcontractors who shall perform work under the Contract.
- 17.7 No names, either of Subcontractors or "Own Forces" may be changed after submission of the list of the Subcontractors unless prior written approval is received from the Owner. Such approval shall only be considered after receipt by the Owner of a written request for the change by the Respondent with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its Quotation with no consequences to the Owner.
- 17.8 The Owner reserves the right to reject a Subcontractor for reasonable cause. Upon such rejection, the Respondents shall be required to propose an alternate Subcontractor without resulting change to the Quote.

18. NON-RESIDENT SUBCONTRACTOR

The Contractor shall ensure that all Subcontractors whom it proposes to use for carrying out any of the Work 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.

19. HARMONIZED SALES TAX (HST)

HST is applicable to the items listed herein and is to be included as provided for on the Schedule of Items & Prices.

20. RESPONDENTS RESPONSIBILITIES

The work covered by this contract will consist

- No person, firm or corporation, other than the Respondent, has any interest in this quotation or in the proposed works for which this quotation is made.
- This quotation is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a quotation for the same work and is in all respect fair and without collusion or fraud.
- No member of the Council and no officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in or in any portion of the profits thereof, or in any of the monies to be derived there from.
- All prices quoted in Canadian currency.

It is the responsibility of the successful respondent to maintain a suitable stock and equipment and replacement parts.