

THE CORPORATION OF THE CITY OF MARKHAM

101 Town Centre Boulevard Anthony Roman Centre Markham, Ontario L3R 9W3

REQUEST FOR TENDER 180-Q-25 CEDAR GROVE COMMUNITY CENTRE RENOVATIONS

CLOSING TIME: Wednesday, August 27, 2025 @ 3:00:00 p.m. local time

MANDATORY SITE MEETING: Wednesday, August 13, 2025 @ 10:00 a.m. local time (See

Section 6)

Cedar Grove Community Centre

7667 14th Ave, Markham, ON L6B 7A8

DOCUMENT PICK-UP

This document is available for purchase at https://markham.bidsandtenders.ca for the non-refundable sum of \$30.00 (including H.S.T.). If you require assistance, please contact 1-800-594-4798 (8:00 a.m. - 5:00 p.m. EST) or support@bidsandtenders.ca.

BID SUBMISSION

The Corporation of the City of Markham shall <u>ONLY</u> accept <u>ELECTRONIC BID</u> <u>SUBMISSIONS</u> submitted through the City's Bidding System website. Bid submissions submitted and/or received by any other method shall be rejected, unless the City has instructed otherwise by published Addendum.

All Bids must be submitted electronically only via the Bidding System, no later than the specified Closing Time. Late Bids will not be accepted by the City's Bidding System.

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

PROCUREMENT REPRESENTATIVE

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

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

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SCHEDULE A – BID FORMS

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

- 1. Schedule of Prices
 - Payment Terms
 - Bid Price
 - Summary Table
- 2. References
 - Reference List
 - Unresolved Litigation
- 3. Subcontractors
 - Relevant Subcontractor List
- 4. Declarations

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

THE CORPORATION OF THE CITY OF MARKHAM 180-Q-25 CEDAR GROVE COMMUNITY CENTRE RENOVATIONS

1. PROJECT DESCRIPTION

The City is soliciting Bids from Contractors for renovation at the Cedar Grove Community Centre located at 7667 14th Ave, Markham, ON L6B 7A8.

The work includes but is not limited to:

- Brick restoration
- Frieze board/fascia replacement
- Window restoration
- Ceiling replacement

2. CONTRACT

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

 $\underline{https://www.markham.ca/wps/portal/home/business/bids-tenders/bylaw-terms-and-conditions/05-by-law-terms-and-conditions}$

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

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

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

3. CONTRACT TERM & WARRANTY

- 3.1 The Contractor shall warrant all workmanship and materials for a period of one (1) year, except where specifically noted otherwise in other specification sections. The warranty period begins on the date of Substantial Performance.
- 3.2 All the Work must be completed by November 30, 2025 ("Contract Time") unless otherwise specified in the Contract.

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

4. VENDOR PERFORMANCE EVALUATION

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

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

5. ANTICIPATED SCHEDULE

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

Mandatory Site Meeting	Wednesday, August 13, 2025 at 10:00 a.m.
Deadline for submitting questions	Wednesday, August 20, 2025 by 5:00 p.m.
Closing Time	Wednesday, August 27, 2025 at 3:00:00 p.m.
Award time frame	September 2025
Project Completion by	November 30, 2025

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

6. MANDATORY SITE MEETING

A MANDATORY site meeting has been scheduled on **Wednesday**, **August 13**, **2025** @ **10:00 a.m. local time** convening at the Cedar Grove Community Centre entrance located at 7667 14th Ave, Markham, ON L6B 7A8

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

Subsequent site visits during the tender period must be coordinated with the City.

7. SPECIFICATIONS AND SCOPE OF WORK

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

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Please refer to the technical specifications, plans, drawings and details for further details regarding the work. The Work includes, but is not limited to the following:

- **7.1** Mobilization, demobilization, site safety, administration, site clean-up, warranties, general requirements, barriers, temporary works, protection, signage, traffic control, and coordination, etc;
- **7.2** The work is not to disrupt building operations, as required engineered overhead protection is to be installed at the entrances/exits;
- **7.3** All penetrations are to match the existing to ensure that the mechanical equipment functions as required;
- **7.4** Fire routes are not to be blocked at any time during the work, neither is vehicular and pedestrian travel into and out of the facility;
- **7.5** All labor and equipment (e.g. scaffolding, hoarding, articulating boom, and cranes) required for the work is to be included in the bid;
- **7.6** Mock-up and samples to be provided for the work as requested in the specifications. Written approvals to be provided to the Consultant and City prior to the Contractor proceeding with the work.

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

8. WORK SCHEDULES & HOURS OF WORK

- **8.1** The Contractor shall be responsible to coordinate and execute continuous service utilizing sufficient workers on all Work under this Contract.
- **8.2** Regular work hours for the duration of the Work are between 7:00 a.m. to 7:00 p.m. Monday-Friday, excluding holidays.
- **8.3** Written approval from the City Project Manager is required to work at any other time.
- **8.4** Additional access to the facility can be coordinated with the Project Manager. The City will NOT be responsible for any overtime payments or any additional costs should the Contractor perform night and weekend work.

9. CONTRACTOR'S RESPONSBILITY

- **9.1** A preconstruction photographic or video record of existing damage to the facility (interior and exterior), site and adjacent facilities is to be created by the Contractor prior to mobilizing on site. The record of existing damage is to be provided to the City and Consultant prior to the start of the Work. Special attention should be paid to areas with evidence of past leakage and set up areas where damage to the site and properties is likely to occur.
- **9.2** Any damage reported that is not noted in the preconstruction photographic or video record during the construction is to be repaired by the Contractor to match the pre-existing condition at no additional cost.

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- **9.3** The Contractor is to take all necessary precautions to prevent damage to the building and surrounding buildings and site. Any damage to the buildings or site is to be reported to the Facility operator as soon as possible to complete repairs and to prevent facility downtime.
- **9.4** The Contractor is to take necessary measures to contain dust within the work area and to also prevent construction debris from exiting the site.
- **9.5** The Contractor is to perform clean up at the end of each work day to ensure a safe work environment.
- **9.6** The Contractor shall keep the work area clean at all times. The Contractor shall perform a final cleaning upon completion of the Work.
- **9.7** The Contractor shall dispose all debris, packaging and waste material off site. City of Markham waste bins shall not be used to dispose waste materials.
- **9.8** The Contractor is to pay for additional site visit(s) to be completed by the Consultant due to construction delays caused by the Contractor. The Contractor is to keep the Consultant aware of the progress of the work so they are available to review critical components of the work.
- **9.9** The Contractor shall deliver products to site with seals and labels intact, in manufacturers' original containers, dry and undamaged.
- **9.10** The Contractor shall deliver, handle and store materials in accordance with manufacturers' printed instructions.
- **9.11** The Contractor shall keep materials in a dry, well ventilated, weather-tight place to prevent moisture exposure.
- **9.12** The Contractor shall not leave unused materials outside overnight or when work is not in progress unless protected from weather and other moisture sources.
- **9.13** The Contractor shall secure all material and equipment on the job site. Damage to the existing finishes and equipment caused by the Contractor's actions will be the sole responsibility of the Contractor.
- **9.14** The Contractor shall use all means necessary to protect the product before, during and after installation.
- **9.15** All work must be conducted in good workmanship manner and in accordance with the Ontario Building Code, the current Occupational Health and Safety Act, Contract documents and all applicable regulations.

10. CITY OF MARKHAM CONTRACTOR'S SAFETY PROGRAM

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

- **10.1** Provision of a properly completed Contractor Safety Pre-start Submission Checklist and supporting documentation;
- 10.2 Attendance by the successful bidder to the Contractor Pre-start Safety Meeting;

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- **10.3** All other requirements of the City's Contractor Safety Program that pertain to this project will be communicated by the City's Project Manager to the successful bidder prior to commencement of the project;
- **10.4** Compliance by the Contractor is mandatory;
- 10.5 Once a contract is awarded, failure to comply with any aspect of the City's Contractor Safety Program, or any observation by the City or Ministry of Labour of a health and safety legislative violation on the part of the Contractor is fair and reasonable grounds, on the part of the City, to terminate the contract without penalty to the City;

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

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

- a. Delete: Part III, Section 16.1(c) (Professional Liability Insurance), as follows:
 - (c) Professional Liability Insurance, in a minimum amount of \$1,000,000.00 inclusive per claim and \$2,000,000.00 in the aggregate for each policy period. Upon completion of the Warranty Period the policy shall remain in force for twelve (12) months; and

ATTACHMENT A

GENERAL TERMS AND CONDITIONS - CONTRACTOR

PART I – DEFINITIONS

The terms below shall have the following meanings:

- "Bid" means the offer of a Bidder to furnish goods or services in response to a Quotation issued by the City.
- "Bidder" means any individual, corporation or other person submitting a response to a Quotation issued by the City. "Bid Form" means the "Bid Form" section of the Quotation, which must be completed by the Bidder and include the Bid Price and the signature of the authorized signing representative(s) of the Bidder.
- "Bid Price" means the total bid price for the Work as specified in the Bid, EXCLUDING all applicable taxes.
- "Bidding System" means the City's online web-based solution for issuing solicitations and/or receiving online bid submissions and posting bid results.
- "Business Days" means a day other than a Saturday, Sunday, statutory holiday or other holiday that is observed by the City.
- "City" means The Corporation of the City of Markham, and shall include any elected official, director, officer, employee or agent of the City who has been authorized to act on its behalf.
- "Closing Time" means the date and time that all Bids must be received by the City as specified in the Quotation.
- "Competent Person" means a person who is qualified because of knowledge, experience and training to organize the Work and its performance, is familiar with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and Regulations, as amended, that apply to the Work, and has knowledge of any potential or actual danger to health or safety in the workplace. "Conflict of Interest" means a situation in which the personal, private or commercial interests of a Bidder, Contractor or Subcontractor (or their directors, officers, employees, or agents) conflict with the interests of the City.
- "Contract" means the legally binding agreement between the City and the Successful Bidder, which agreement is comprised of the Quotation, the Bid, the Purchase Order and any other written agreement between the City and the Successful Bidder regarding the Work, unless otherwise specified in the Quotation.
- "Contract Award" means the notice in writing (signed by a duly authorized representative of the City) that a Bidder has been selected as the Successful Bidder for the purposes of a Quotation.
- "Contractor" means the Successful Bidder which has been awarded the Contract by the City for the Work.
- "Council" means the Council of The Corporation of the City of Markham.
- "Deliverables" means all services, materials, plans, designs, drawings, data, products, equipment, devices, hardware, software or other deliverables created, developed, prepared or provided by or on behalf of the Contractor in connection with the Work or the Contractor's obligations under the Contract.
- "General Terms and Conditions" mean the City's *General Terms and Conditions*, as may be revised by the City from time to time.
- "Purchase Order" means the form of purchase order used by the City to procure goods and/or services.
- "Purchasing By-law" means the by-law enacted by Council with respect to the procurement of goods and/or services by the City, which by-law may be revised by Council from time to time.
- "Quotation" means a request for quotation, request for proposal, request for tender, request for pre-qualification, expression of interest (and any addenda thereto issued by the City) or other document by which Bids are solicited by the City.

"Successful Bidder" means the Bidder which has been awarded the Contract by the City for the Work.

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

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

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

PART II – INSTRUCTIONS TO BIDDERS

1. QUOTATION PROCESS

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

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

2. MANDATORY REQUIREMENTS

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

3. MANDATORY SITE MEETING

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

4. BIDDER'S RESPONSIBILITY

- 4.1 It is the Bidder's responsibility to examine all components of the Quotation, including all appendices, schedules, forms and addenda, and to seek clarification of any requirement that they consider unclear before submitting a Bid. The failure of any Bidder to examine any component of the Quotation or to seek clarification shall not relieve the Bidder of any obligation with respect to their Bid or any Contract awarded based on their Bid.
- 4.2 Should a Bidder find discrepancies in or omissions from the Quotation, or have any questions regarding a Quotation, the Bidder shall direct all inquires to the designated City staff specified on the Quotation cover page. No oral interpretations shall be effective to modify any provisions of the Quotation. Only written addenda issued by the City shall modify the Quotation.
- 4.3 It is the Bidder's responsibility to review the Work site and to include in their Bid any items that might have been missed from the specifications that would reasonably be considered part of the specifications. The Bidder shall take into account all obstacles that may be faced during the Work when setting prices in the Bid.

5. ADDENDA

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

- System or to the email address provided. The addendum shall form part of the Quotation upon issuance by the City.
- 5.2 It is the responsibility of the Bidder to confirm that they have received all addendums that have been issued by the City. Bidders should check on line at https://markham.bidsandtenders.ca or contact the City prior to submitting their Bid.

6. CONFIDENTIALITY

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

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

7. BID SUBMISSION

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

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

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

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

8. BID PRICE

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

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

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

9. BLACK-OUT PERIOD

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

10. BID OPENING

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

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

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

11. WITHDRAWAL OF BIDS PRIOR TO THE CLOSING TIME

Paper copy Bid Withdrawal

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

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

Bidding System Bid Withdrawal

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

12. WITHDRAWAL OF BIDS DURING PUBLIC BID OPENING

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

13. WITHDRAWAL OF BIDS AFTER THE CLOSING TIME

Withdrawal requests received after the Quotation Closing Time shall <u>NOT</u> be permitted.

14. NOTICE

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

15. ACCEPTANCE / REJECTION OF BIDS

- 15.1 The City reserves the right, in its sole discretion, and without incurring any liability whatsoever, to accept or reject any or all Bids, or to cancel the Quotation process at any time, without cause, if deemed in the best interests of the City to do so.
- 15.2 Unless otherwise specified in the Quotation, Bids which are qualified or restricted by any statement added to the Bid or a covering letter shall be rejected as non-compliant.
- 15.3 Any Bid which is incomplete, illegible, which contains alterations not called for, fails to comply with the requirements of the Quotation, or is otherwise irregular in any way (collectively, "Irregularities"), may be rejected as non-compliant by the City. The City reserves the right, in its sole discretion, to waive minor Irregularities and seek clarification from the Bidder regarding such minor Irregularities.
- 15.4 The City reserves the right, in its sole discretion, to ask for clarification regarding or to solicit additional information regarding any information included in a Bid, or (except for MANDATORY requirements) to request that a Bidder provide information not included in the Bid.

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

16. DISQUALIFIED VENDORS

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

17. CONTRACT AWARD

- 17.1 The award of a Contract is based on the best value for the City based upon quality, service and price. The award is subject to the City's budget restrictions, limitations and approvals.
- 17.2 The City reserves the right, in its sole discretion, to negotiate with the lowest priced Bidder / highest ranked Bidder (as applicable, and whose reference checks meet or exceed the expectation of the City in accordance with Section 17.4 below) in the event that the Bid Prices submitted by the Bidders exceed the City's budget. If an acceptable contract cannot be concluded with such Bidder, the City reserves the right to negotiate a contract acceptable to the City with the next lowest priced Bidder(s) / highest ranked Bidder(s) (as applicable) in succession.
- 17.3 The City reserves the right, in its sole discretion, to award in whole or in part (including, without limitation, by part, item or group of items), or to award to more than one Bidder.
- 17.4 The City reserves the right, in its sole discretion, not to award to the lowest priced Bidder, the highest ranked Bidder or to any Bidder whose reference checks do not meet or exceed the expectations of the City (as determined by the City in its sole discretion) regarding past performance, timely project completion, health and safety performance, experience, qualifications, financial standing, appropriate manpower, equipment and/or facilities, or any other criteria deemed necessary by the City to meet the requirements of the Quotation.
- 17.5 The acceptance of a Bid and Contract Award to the Successful Bidder shall be indicated by notice in writing signed by a duly authorized representative of the City. No other act of the City shall constitute the acceptance of a Bid and Contract Award.
- 17.6 Upon acceptance of a Bid and Contract Award by the City, and upon submission by the Successful Bidder of all documents required by the Quotation, a Purchase Order shall be issued to the Successful Bidder.
- 17.7 In the event that the Successful Bidder fails to accept the Contract Award or fails to submit to the City all documents required by the Quotation within ten (10) Business Days of notification, the City may, in its sole discretion:
 - (a) Grant additional time to fulfill the requirement; or
 - (b) Cancel the Contract Award, award to another Bidder which meets the Quotation requirements, and exercise any remedies available to the City (including, without limitation, forfeiture of any bid deposit or enforcement of any bid bond).

18. NO LIABILITY

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

PART III - CONTRACT TERMS AND CONDITIONS

1. CONTRACT

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

2. CONTRACT TERM

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

3. WORK

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

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

4. CONTRACTOR'S RESPONSIBILITY

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

5. HEALTH AND SAFETY

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

6. CODE OF ETHICS

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

7. RECORDS

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

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

8. INDEPENDENT CONTRACTORS

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

9. SUBCONTRACTORS

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

10. CONFLICT OF INTEREST

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

11. PRIVACY

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

12. CONFIDENTIALITY

12.1 "City Confidential Information" means;

- (a) Personal Information, confidential, secret or proprietary information, including data, technical information, financial information, business information (including business plans, strategies and practices) of the City which is disclosed to or obtained by the Contractor in connection with the Contract, and
- (b) all information related to the operations of the City which comes to the attention of the Contractor in the course of performing the Work, but excludes any such information which;
 - (i) is or becomes publicly available,
 - (ii) is already rightfully in the possession of the Contractor and not subject to any pre-existing obligation of confidentiality,
 - (iii) is independently developed by the Contractor outside the scope of the Contract, or (iv) is rightfully obtained by the Contractor from third parties.
- 12.2 The Contractor shall protect the City Confidential Information at all times and in the same manner as the Contractor protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. The Contractor shall not, without the prior written consent of the City, disclose City Confidential Information to any person nor use City Confidential Information for any purpose other than for the benefit of the City in connection with the Work.

13. OWNERSHIP OF DELIVERABLES

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

14. WARRANTY

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

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

15. INDEMNITY

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

16. INSURANCE

- 16.1 The Contractor shall purchase and maintain in force, at their own expense (including the payment of all deductibles), during the Contract Term and the Warranty Period (unless otherwise stated), the following policies of insurance <u>underwritten by insurers licensed to conduct business in the Province of Ontario and satisfactory to the City (unless otherwise specified in the Contract):</u>
 - (a) Commercial General Liability Insurance policy shall include coverage for but not limited to Bodily Injury, Person Injury, Property Damage and Contractual Liability with a minimum amount of \$2,000,000.00 for each occurrence, and include:
 - (i) an endorsement certifying that the **The Corporation of the City of Markham** is included as an additional insured;
 - (ii) a cross liability clause;
 - (iii) non-owned automobile coverage including legal liability for damage to hired automobiles; and,
 - (iv) an exception to the pollution liability exclusion for Hostile Fire, or an endorsement adding back in coverage for Hostile Fires where there exists an absolute pollution exclusion.
 - (b) Automobile Policy for all licensed Motor Vehicles owned or leased by the Contractor in a minimum amount of \$2,000,000.00 for each occurrence.
 - (c) Professional Liability Insurance, in a minimum amount of \$1,000,000.00 inclusive per claim and \$2,000,000.00 in the aggregate for each policy period. Upon completion of the Warranty Period the policy shall remain in force for twelve (12) months.

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

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

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

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

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

17. DEFAULT AND TERMINATION

- 17.1 Any of the following shall be considered to be an "Act of Default" by the Contractor:
 - (a) Failure to comply with the terms and conditions of the Contract, and such failure is not remedied within ten (10) calendar days after written notice of such failure by the City.
 - (b) Breach of Section 11 (Privacy) or Section 12 (Confidentiality).
 - (c) Assignment, transfer, conveyance, sublet, or disposition of the Contract or the Contractor's right, title, or interest therein to any person without the prior written consent of the City.
 - (d) Failure to comply with all federal, provincial and municipal laws and regulations applicable to the Work.
 - (e) Commencement of any proceeding under bankruptcy, creditor protection or similar law in respect of the Contractor, or appointment of a receiver, receiver-manager or liquidator in respect of the Contractor.
- 17.2 Where an Act of Default occurs, the City reserves the right, in its sole discretion and upon providing written notice to the Contractor, to immediately invoke any applicable bond(s) and/or terminate the Contract.
- 17.3 The City reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, without cause, upon providing thirty (30) days prior written notice to the Contractor.
- 17.4 Upon receipt of a notice of termination hereunder, the Contractor shall immediately cease performance of the Work (unless otherwise directed by the City in writing) and promptly remove all Contractor and Subcontractor equipment from the City's property.
- 17.5. In the event of termination hereunder, the City shall not incur any liability whatsoever to the Contractor except for payment for the goods and/or services that have been satisfactorily delivered or performed by the Contractor up to the effective date of termination.

18. FORCE MAJEURE

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

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

19. TRANSPORTATION AND DELIVERY

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

20. PURCHASE ORDER/INVOICES

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

21. PAYMENT

- 21.1 Unless otherwise specified in the Contract, all prices shall be in Canadian dollars and payment shall be made to the Contractor twenty-eight (28) calendar days after Receipt of Proper Invoice by the City. Where applicable, taxes shall be shown separately.
- 21.2 The Contractor shall invoice the City monthly on a time and expense basis, charging the goods/services/actual hours/disbursements, as applicable, incurred each month up to the Contract amount. If the Work involves a fixed fee contract, the fees payable shall not exceed the fixed fee amount, unless the City has provided prior written approval. If the Work involves progress payments, the invoice schedule shall be based on the Work schedule and milestones as outlined in the Contract. The Contractor, when invoicing for expenses, shall provide receipt for those expenses.
- 21.3 Where there is a question of non-performance by the Contractor, the disputed portion of the invoice may be withheld by the City. In the event that the City is entitled to a discount for prompt payment, the withholding of payment as provided herein shall not deprive the City from taking such discount.
- 21.4 In the event that an invoice amount is determined to be in error by the City (or the City's payment certifier) after payment is made to the Contractor, the City shall notify the Contractor in writing, and the Contractor shall make a correction adjustment on the next invoice.
- 21.4 For the purposes of this Section 21, "**Proper Invoice**" means a written bill or other request for payment in respect of Work supplied under the Contract, which shall contain the following information:
 - (a) Contractor's name and address, and name, title, telephone number and mailing address of the person to whom payment is to be sent.
 - (b) The date of the Proper Invoice and the period during which the Work was supplied. Payment shall be made only for Work supplied prior to the date of the Proper Invoice.
 - (c) Information identifying the authority, in the Contract or otherwise, under which the Work was supplied (Contract number, or as otherwise required by the Contract).
 - (d) A description, including quantity where appropriate, of the Work that was supplied.
 - (e) The amount payable for the Work that was supplied, and the payment terms (sub-totals, totals, holdback and taxes to be separately shown on invoice).
 - (f) Contractor HST Registration Number.
 - (g) City of Markham Purchase Order Number.
 - (h) City of Markham Project Manager / Department.

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

22. SALES TAX

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

23. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE

- 23.1 In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers' policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:
 - (a) How to interact and communicate with persons with various types of disability.
 - (b) How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
 - (c) How to use equipment that is available on the premises that may help in the provision of goods or services.
 - (d) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
 - (e) Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.
- 23.2 Contractors that provide customer service on behalf of the City shall meet the requirements of Ontario Regulation 429/07 with regard to training. A document describing the training policy, a summary of the contents of the training and details of training dates and attendees shall be submitted to the City upon request. The following website may be referenced for the purposes of training: http://www.mcss.gov.on.ca/mcss/serve-ability/splash.html.

24. CONSTRUCTION ACT

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

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

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

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

- **(b) Performance Bond.** Upon Contract Award, the Contractor shall provide the City with a performance bond, in form prescribed by he Regulations, that,
 - (i) is of an insurer licensed under the *Insurance Act* to write surety and fidelity insurance; and
 - (ii) has a coverage limit of at least 50 per cent of the Bid Price, or such other percentage of the Bid Price as may be prescribed.

The performance bond may set out the claims process applicable in respect of the bond.

- **(c) Basic Holdback.** The City shall retain a holdback ("Basic Holdback") equal to 10 per cent of the price of the services or materials as they are actually supplied under the Contract until all liens that may be claimed against the Basic Holdback have expired or been satisfied, discharged or otherwise provided for in accordance with the Act.
- (d) Holdback for Finishing Work. Where the Contract is certified to be substantially performed by the City, but services or materials remain to be supplied to complete the Work, the City shall retain, from the date of the Certificate of Substantial Performance a separate holdback ("Finishing Holdback") equal to 10 per cent of the price of the remaining services or materials as they are actually supplied under the Contract, until all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for in accordance with the Act.

(e) Contract Substantially Performed.

- (i) When the Contract has been substantially performed (in accordance with the Act), the Contractor shall apply to the City to certify substantial performance. A "Statutory Declaration" (in a form acceptable by the City, declaring that that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred by the Contractor in the performance of the Work have been paid) and a Workplace Safety and Insurance Board "Certificate of Clearance" (in a form acceptable by the City) shall accompany the application.
- (ii) If the City is in agreement that the Work has been substantially performed, a "Certificate of Substantial Performance" (in the form required by the Regulations) shall be signed and issued to the Contractor within seven (7) days of signing.
- (iii) The Contractor shall publish a copy of the "Certificate of Substantial Performance" in a construction trade newspaper (as that term is defined in the Regulations), and provide suitable evidence of the publication to the City.
- (iv) The City shall retain, from the date of the Certificate of Substantial Performance, a Finishing Holdback equal to 10 per cent of the price of the services or materials that remain to be supplied to complete the Work.
- (f) Contract Deemed Completed. When the Contract is deemed to be completed (in accordance with the Act), the Contractor shall apply to the City to certify completion. A "Statutory Declaration" (in a form acceptable by the City, declaring that that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred by the Contractor in the performance of the Work have been paid) and a Workplace Safety and Insurance Board "Certificate of Clearance" (in a form acceptable by the City) shall accompany the application.

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

25. GENERAL INSTRUCTIONS FOR WORK ON CITY PROPERTY

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

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

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

HE CORPORATION OF THE CITY OF MARKHAM				
	City Health and Safety Documents			
	·			



The City of Markham Health and Safety Core Policy



28 April 2023

The City's strategic plan, "Building Markham's Future Together" states that "We will foster a safe and healthy work environment". The City of Markham (the City) holds employee physical and psychological health, safety and wellbeing as integral to the success of the Municipality as a whole. Therefore, the City is committed to maintaining a healthy and safe workplace by engaging all employees in enhancing their well-being and preventing occupational injury and illness through timely and effective hazard recognition, assessment and control activities.

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

- Prevention of occupational injuries and illnesses, including less visible injuries and illnesses such as those that relate to psychological health and ergonomics.
- Recognition, assessment and control of health and safety hazards including steps to address and reasonably control the risk of violence and harassment in the workplace;
- Development and communication of health and safety policies and programs (including standards, procedures, guidelines and instructions) that support the safety, psychological and physical health and wellbeing of employees;
- Provision of training and instruction to staff in applicable legislation, safe work procedures, and hazard identification and reporting;
- Identification, communication and support of the health and safety rights, roles and responsibilities of all employees;
- Awareness by all employees of their responsibility to work safely and to report all hazardous conditions in a timely manner;
- Prohibition of reprisal against employees for exercising their legislated rights;
- Appointment of competent persons as managers and supervisors who are held accountable for the health and safety
 of all employees under their supervision;
- Support of managers and supervisors in fulfilling their health and safety responsibilities;
- Confirmation that the City's expectations regarding health and safety are communicated to and met by contractors, subcontractors and suppliers while working at City facilities and worksites; and
- Annual review of the HSMS, including this policy, health and safety incident statistics and other relevant information, in order to ensure system sustainability as well as effectiveness of the HSMS in preventing workplace injuries and illnesses.

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

nazarus, must form an essential part of this organization's culture and each employee's day-to-day activities.							
Andy Taylor Chief Administrative Officer							
Trimla Cane	Fire		17-91	anpo	l Gart	7	pfin
Trinela Cane Commissioner Corporate Services	Bryan Sr. Ma Exec Operations Initiati Commur	nager utive s, Strategic ves &	Adam Grant Fire Chief	Arvin Prasad Commissioner Development Services	Claudia Sto City Solicit & Director People Serv	tor of	Eddy Wu Acting Commissioner Community Services
Suman (lohayu	2	Fllg?	7	0	Ste	phanie DiPerna
Sumon Arch Chief Informatio	-	С	Frank Clarizio Director Engineering	Mary Cro Director Recrea			birector Building Standards
Chris Rickett		A standard of the standard of		45	455		Man
Chris Rickett Director Economic Growth, Culture & Entrepreneurship		Director	Giulio Cescato Planning & Urban Design	Kimberley K Director Legisla	-		Alice Lam rector Operations

Mark Vision

Mark Visser Acting Treasurer Graham Seaman
Director Sustainability & Asset Management

Eddy Wu Director Environmental Services



During the pre-start meeting held on, the following City of Markham health &						
safety expectations were communicated to those present.						
"Constructor" means any of constructor, contractor or general contractor	"Constructor" means any of constructor, contractor or general contractor for the purpose of this document.					
Green sections are to be completed by all Contractors and Constructors						
Yellow sections are to be completed by Constructors only						
Blue sections are to be completed by Contractors only						
, , , , , , , , , , , , , , , , , , , ,						
Scope of work, location & contract number:	Estimated duration of project: (from – to)					
Constructor for this Project	Contractor for this project:					
OR	· <i>·</i>					
☐ The Contractor has submitted a job safety plan (JSP) for the work	to be performed					
☐ There will be sub-contractors / trades working on this project (list):	:					
☐ All pertinent information discussed at this meeting will be shared be contractors / trades and others present at the worksite as well as the						
Inspectors, Engineers, Architects that will be present onsite during the pr	roject: (list)					
☐ City's Contractor Pre- start Submissions Checklist has been comp documentation as described on the checklist						
☐ The Constructor for the project, named above, shall ensure that all health and safety legislative requirements are met for this project including but not limited to the Occupational Health and Safety Act and Regulation 213.						
Number of workers that will be present on the project: per shift over the duration of the project						
Site Supervisor / Foreperson: (5 or more workers present).						
☐ The supervisor named shall comply with all requirements specified in Regulation 213						
☐ The supervisor's weekly inspection is documented						
Health and Safety Representatives: (list name of representative and employer)						
☐ All required permits have been obtained and a copy provided to the	e City Project Manager for this project including:					
☐ Municipal Consent (Utilities) ☐ Occupancy Permits (all other)						



Check All High Risk Tasks that will be performed as a part of the scope of work for this project:					
☐ Confined space entry ☐ Work in roadways ☐ Work in excavations / trenches ☐ Work at heights >3M ☐ Work at heights < 3M:	1	Creating excavations / trenches			
Ladder styles to be used:	☐ ste	p platform ladder none			
Operation of motor vehicle onsite: list:					
Operation of construction or other heavy equipment (such	as cranes,	forklift trucks) (list:			
□Lockout - Tagout □Hot Work – if checked, City H following reason:		to be used Yes or No, for the			
Work with WHMIS Hazardous Products or other Hazardou Note: if a hazardous product will be brought on site, the S		, ,			
Other high risk task(s) or activities (list / describe:					
☐ Energized Electrical Work<50Volts ☐ Energized Electrical Work 50 \	olts to 600Vc	lts			
If energized electrical work is being performed, justification as follows: ☐de-energizing introduces additional or increased hazard					
☐ task being performed is not feasible in a de-energized state (due to equipment design or operational limitations)					
☐ for energized electrical work <50V, there will be no increased exposure to electrical burns or explosion due to electric arcs					
If energized electrical work is being performed:					
an energized electrical work permit has been completed for the work or appropriate written safe work instructions have been provided;					
PPE will be provided to and used by the worker(s) performing the energized electrical work					
Designated Substance Assessment is complete and all designated substance present at the worksite have been communicated to the contractor by the City (or designate) Designated Substances on site are (list):					
The contractor is qualified to work on / near the identified designated substances					
All hazards that relate to this project have been identified, communicated to workers and controlled appropriately (engineering, safe work instructions, orientation training, PPE, etc.)		Confirmed by:			



The Site Foreman/Supervisor will ensure that any worker that does not appear to be in a "fit to work" conditions, is not permitted to operate equipment or otherwise perform work. This may be due to use of a substance such as alcohol, marijuana, medication or may be due to fatigue or medical condition.	
An emergency plan has been developed to address all potential emergencies that could occur on site, including fire, explosion, medical, etc.	
If emergency exits or routes will be blocked, a contingency plan or route is in place. Same for file panels, sprinklers, extinguishers.	
A current copy of the City of Markham Health & Safety Policy has been forwarded to the Contractor and the Contractor has read and understands it.	
The Contractor understands his/her responsibilities and accountabilities under federal and provincial health and safety and criminal law. The contractor is in no way absolved from these legal responsibilities regardless of any submissions to the City of Markham or any	
discussions. The purpose of the pre-start submissions checklist and this checklist is to communicate the City's expectations regarding contractor safety.	
The City does not take responsibility for evaluating the quality of safety training provided by the Contractor or Subcontractor to their employees; that is the responsibility of the Contractor or Subcontractor. The City seeks to confirm that training is in place for the hazards associated with this project and job site.	
The Contractor shall ensure that all federal and provincial laws are followed by supervisors and workers working on site, whether they work for the contractor, subcontractor or other.	
If the City representative (Project Manager or Senior Health & Safety Specialist) observes that health and safety rules and legal requirements are not being upheld or other hazardous condition exist at the worksite that could result in serious injury, the City representative may stop the work without penalty.	
Work shall not continue until the hazard is corrected.	
Qualified 1st Aid providers will be on site at all times during work	



In the event of an incident / accident / near miss – a City of Markham accident form will be completed and forwarded to the City Project Manager within 24 hours of the incident.	
It is understood by all parties that a violent incident (as defined in the Occupational Health and Safety Act – including threat, actual or attempted violent act) must be reported on accident form and forwarded as described above.	
The City Project Manager & Senior Health & Safety Specialist shall be notified immediately if there is a critical injury, exposure or other event that causes the Ministry of Labour (MOL) to attend (except routine inspection by MOL).	
A copy of any MOL field inspection report or other report shall be provided to the City by the Constructor or Contractor, including orders issued to the Constructor, Contractor or Sub-contractor. The report copy shall be provided to the City within 24 hours of issue; a copy of any related notice of compliance shall be provided to the City by the Constructor or Contractor within 24 hours of submission to MOL (or due date according to orders issued if NOC is not submitted).	
The contractor / constructor has implemented a program to most	
The contractor / constructor has implemented a program to meet legislative requirements with respect to the prevention of violence and harassment in the workplace, including a written policy, violence risk assessment(s) and worker training. The Constructor, Contractor and any Sub-contractors have completed Health and Safety General Awareness training for Supervisors and Workers in accordance with Regulation 297.	
legislative requirements with respect to the prevention of violence and harassment in the workplace, including a written policy, violence risk assessment(s) and worker training. The Constructor, Contractor and any Sub-contractors have completed Health and Safety General Awareness training for Supervisors and	
legislative requirements with respect to the prevention of violence and harassment in the workplace, including a written policy, violence risk assessment(s) and worker training. The Constructor, Contractor and any Sub-contractors have completed Health and Safety General Awareness training for Supervisors and Workers in accordance with Regulation 297. The Constructor, Contractor and any Sub-contractors have implemented and enforce a policy to ensure employees who are present on the site are free of impairment and are fit for work at all times while at work.	



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

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

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



CONTRACTOR SAFETY PROGRAM PRE-START HEALTH & SAFETY COMPLIANCE AND DOCUMENT SUBMISSIONS CHECKLIST

Contract / Project No.:				
Project Description:				
City of Markham Representative for this pro	ject:			
PART I: GENERAL LEGISLATIVE COMPLIANCE:				
On behalf of(insert name of company)	the Company), I confirm that the following			
nformation is true and correct: (sign at the bottom of this document to confirm)				

The Company has read and understands the City of Markham's General Terms & Conditions. The Company has received a copy of the City of Markham's (the City) Health & Safety Policy and understands the City's expectations regarding health and safety as it relates to performance of work on behalf of the City including work on this project. These expectations are described (but not limited to) the City Contractor Safety information package.

The Company will ensure that all persons brought on site by them, including their employees and sub-contractors, abide by the City's health and safety rules as well as all applicable legislative requirements, including the Ontario Occupational Health and Safety Act and Regulations (OHSA) and the Workplace Safety and Insurance Act and Regulations (WSIA).

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

The Company has assessed the risk to their workers of opioid overdose/poisoning in the workplace, including when working at sites; based on this assessment the Company shall ensure compliance with OHSA (Section 25.2) including provision of a naloxone kit and trained first aid providers as required. The Company shall ensure same compliance with OHSA, Section 25.2 for any sub-contractors engaged by the Company in the performance of this work.

If work in confined space(s) is being performed, the Company understands that they must complete either the City's 'Coordination Document' (for multiple employer entries) or the City's 'Single Contractor Acknowledgement of Compliance' form, provided a copy of the completed form to the City and must meet or exceed the requirements described in the City's Confined Space Program.

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

If electrical work is being performed, the Company understands that they must meet or exceed the requirements of the City's Electrical Safety Program. This includes Lockout-Tagout as required.

The Company has endeavored to ensure that ergonomic aspects of the tasks performed have been considered in order to prevent or reduce ergonomic injuries in the workplace.

Reviewed: August 2023



CONTRACTOR SAFETY PROGRAM PRE-START HEALTH & SAFETY COMPLIANCE AND DOCUMENT SUBMISSIONS CHECKLIST

The Company understands that this document and all associated submissions do not waive their legal obligations under the OHSA and Regulations, Workplace Safety & Insurance Act (WSIA) and Regulations, or any other legislation.

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

- A job hazard analysis (JHA) has been completed and a job safety plan (JSP) developed in relation to this project and the scope of work; a City Contractor JHA/JSP form or equivalent shall be used to document this;
- Onsite supervisor will ensure that a daily inspection of the work site is completed and a record of those
 inspections is made available to the City representative on request;
- Onsite Supervisor will engage all workers on site in regular safety talks and make available a record of attendance on request by the City representative;
- Onsite supervisor will ensure all workers work in compliance with the Act & Regulations and applicable
 City policies and procedures;
- Onsite supervisor will ensure that a City 'Contractor Report of Accident / Incident' is completed for any accidents, incidents, threats or acts of violence, damage to property or other hazardous act that occurs during the project work; the completed report shall be forwarded to the City Representative for the project within 24 hours of the incident. In the event of a critical injury or fatality, the onsite supervisor shall immediately advise the City Representative for the project and the Senior Health, Safety & Wellness Specialist (Nancy Myles, 416-358-6293)

The Company has forwarded the records checked (♥) in Part II, Section 1 and will make available the records checked (♥) in Part II, Section 2.

PART II: TRAINING & DOCUMENTATION SUBMISSION REQUIREMENTS:

Complete all parts of the following 2 section checklist.

For items listed in "Section 1: Training & Health and Safety Compliance", check all training that apply to the work being performed. Training that is mandatory for all workers in Ontario is pre-checked. For all items checked including mandatory training, attach proof of training for employees who will perform work at a City workplace or worksite. Training matrices may be submitted as proof of training; they must indicate: worker name, type of training, date of training and training expiry date.

For items listed in "Section 2: Records to be made available on request", check all that apply to the work being performed and ensure they available when requested by City Representative.



CONTRACTOR SAFETY PROGRAM PRE-START HEALTH & SAFETY COMPLIANCE AND DOCUMENT SUBMISSIONS CHECKLIST

SECTION 1: TRAINING & HEALTH AND SAFETY COMPLIANCE CONFIRMATION OF TRAINING	To be Submitted
WHMIS General (all onsite workers)	✓
WHMIS Specific (all onsite workers)	· ·
Basic Safety Awareness Training for Workers (per Regulation 297)	~
Basic Safety Awareness Training for Supervisors (per Regulation 297)	~
Transportation of Dangerous Goods (if products listed in TDG Regulations are transported to / within / from the City of Markham)	
Confined Space for all workers working in / entering areas identified as confined spaces	
Work at Heights (per Regulation 297)	
Aerial Work Platforms / Elevated Working Platforms	
Ladder Safety	
Scaffold Safety	_
Designated Substances – Handling, Use, Storage, Protective Measures & Disposal of applicable Designated Substances or other hazardous materials (PCB's, mould, etc.) Driver Safety	
· · · · · · · · · · · · · · · · · · ·	
Construction and other Heavy Equipment	
Cranes / Hoists / Rigging	
Mobile Equipment, Machinery - Powered Industrial Vehicles (forklift truck, etc.)	
Specific Vehicle / Equipment Training not listed above	
1st Aid / CPR for all 1st Aid Providers onsite	~
Traffic Control / Traffic Protection / Work in Roadways / Book 7	
Trenching	
Lock out / Tag out	
Electrical Safety / Electrical Certification or Licensing	
Hot Work	
Hazardous waste disposal specific to the hazardous material being disposed of	
Safe Outdoor Work in Seasonal Weather (summer / winter as appropriate)	
Health & safety program, policy and procedures review for your company	
Basic Ergonomic Principles for Safe performance of work	
Supervisor Due Diligence (for all site supervisors)	
CONFIRMATION OF HEALTH AND SAFETY LEGISLATIVE COMPLIANCE:	
Documentation indicating: Number of WSIB lost work day claims this year (to date) and the past 2 years Number of critical injuries this year (to date) and the past 2 years Number of Ministry of Labour, Immigration, Training & Skills Development (MLITSD) field visits and	
 inspections (this year, to date and past 2 years) Number of MLITSD Investigations (this year, to date and past 2 years) Number of MLITSD orders issued this year (to date) and the past 2 years (this year, to date and past 2 years) 	
Current WSIB Clearance Certificate (Schedule 1) or Letter of Good Standing (Schedule 2)	
Form 1000 - "Registration of Constructors and Employers Engaged in Construction" completed by City of Markham, contractors and subcontractors (also to be posted at the project) (if applicable) "Notice of Project" completed and filed with the local MLITSD Office (also to be posted at the project) (if	
applicable) List of all Controlled Products / Designated Substances / Other Hazardous Materials brought onsite (include a description of their use in the project) – SDS for each must be available on project site.	



CONTRACTOR SAFETY PROGRAM PRE-START HEALTH & SAFETY COMPLIANCE AND DOCUMENT SUBMISSIONS CHECKLIST

Company Health & Safety Policy S	Statement and Program Extract / Sun	nmary			
SECTION 2: RECORDS TO	BE MADE AVAILABLE ON R	<u>EQUEST</u>			
All applicable licenses, certificates and training records pertaining to qualification to perform the work but not listed above for each worker on site (includes: driver abstracts and licences, electrical and millwrights licensing, steam fitting, welder CWB tickets, supervisor training records etc.) Inspection, preventive maintenance and repair records for all machinery, equipment and vehicles brought on site.					
(including rented / leased equipme		y, equipment and venicles brought on s	ite.		
Job Specific Hazard Training & Ge	eneral Safety Training records not list	ed above for each worker			
All pertinent Health & Safety Proce	edures for the scope of work.				
Assessment(s) of the potential for violence or harassment in the workplace, related policy and records of employee training for the prevention of violence and harassment.					
Distribution: Original to be retained in project file, copy to facility manager if applicable and Senior Health & Safety Specialist if requ					
Representative for the	e Contractor:				
The above information is true and correct. I have authority to represent the Company n					
below for the purpose of completing this document for the project described here.					
Name	Signature	Company	Date		



CONTRACTOR SAFETY PROGRAM CONTRACTOR JOB HAZARD ASSESSMENT & SAFETY PLAN

Contractors must submit a Job Safety Plan (JSP) for the work they will perform on behalf of the City. The JSP must be based on a thorough assessment of the actual and potential hazards that pose a risk to health and safety of all those present including the Contractor's workers, City employees and members of the public. A copy of the JSP must be submitted to the City Project Manager before the work is started. If the work or hazards change, a new JSP must be submitted.

This form may be used for the purpose of documenting the JSP. If another form is to be used, it must be pre-approved by the City Project Manager or Senior Health & Safety Specialist. The JSP will be used by the City's Project Manager to monitor the work on site.

PART A: TO BE COMPLETED BY THE CITY PROJECT MANAGER FOR THIS PROJECT/WORK.					
City Project Manager Name Cell Pho				Date	
Contract/PO/Release No.	Contra	actor Name			
Expected Duration of Project		Location of Proje	ect		
Description of Project					
Indicate if any of the following designated su Designated Substance Assessment Report for present. <u>Circle all that are present</u>		•		•	
Arsenic Asbestos	В	Benzene	Lead Mercury	Silica	
Description: (for all those circled, describe the specific location, condition and if it is expected that it will be disturbed or otherwise impact the work or workers present for the project) Additional pages are attached.					
List all known / potential hazards at the worksite, that are present before the project starts or will be introduced independent of the Contractor's work but that that may impact the work / workers present for the project. (For further guidance refer to the "Contractor Job Hazard Assessment and Safety Plan" guide)					
☐ Additional pages are attached.					
☐ Pre-job / pre-start walk-thru of the jobsite	has bee	en conducted wit	h the Contractor		
☐ The City Project Manager will ensure that competent to be in attendance in the area		aff who work in o	r attend the work	site are trained and	



CONTRACTOR SAFETY PROGRAM CONTRACTOR JOB HAZARD ASSESSMENT & SAFETY PLAN

PART B: TO BE COMPLETED BY THE CONTRACTOR'S REPRESENTATIVE, WHO WILL ACT AS SITE SUPERVISOR*, OVERSEEING THE WORK AND WILL BE ONSITE FOR THE DURATION OF THE PROJECT – OR DESIGNATE.				
OVERSEEING THE WORK AND WILL BE ONS (*SUPERVISOR AS DEFINED BY THE OCCUPATIONAL			DESIGNATE.	
Prepared by:	Cell Phone	,	Date:	
Primary Contractor Name:				
Contract/ PO / Release No.		Expected Duration of Project		
Location of Project				
Brief Description of Project				
Required Permits: (list all required permits Project Manager on a timely basis)	and frequenc	y of completion – a copy of all required	permits must be provided to the City	
Site Supervision:				
☐ The Contractor shall ensure that al working on site, whether they work	for the con	tractor, subcontractor or other.	·	
List all Competent Persons* who will b ("Competent Person" and "Supervisor" as defined			oject:	
Competent Person / Supervisor	<u>A</u>	rea of Competency	Cell Phone	
☐ Worksite inspections will be conducting including housekeeping and fire pro			nd controlled appropriately,	
Emergency Contact Information				
1 st Aid Provider onsite:	P	olice / Fire / EMS: 9-1-1		
Joint Health & Safety Representative of	onsite: N	linistry of Labour: 1-877-20	2-0008	
City Project Manager for this p injury occurs at the worksite.	roject will b	e called by the worksite Supervi	sor (or designate) if a serious	
 A City Contractor Incident form incident resulting in injury. 	n will be cor	mpleted and sent to the Project N	Manager within 24 hours for all	
☐ The City Project Manager will		by the worksite Supervisor (or don). A copy of any Ministry of Lab		
investigation report or any other	er MOL repo	ort that is issued to the Contracto , including any orders issued by	or for the worksite or work will	
for TSSA attendance at the site.				
Closest Hospital: (name, address, dire	ections)			
☐ Map attached				
☐ 1 st Aid Supplies will be available or	site	☐ All workers onsite will be information	advised of this emergency	



CONTRACTOR SAFETY PROGRAM CONTRACTOR JOB HAZARD ASSESSMENT & SAFETY PLAN

List all Sub-contractors and their scope of work:
Subcontractor #1: (Name of firm, Contact Name, Cell Phone#, Scope of Work)
Subcontractor #2: (Name of firm, Contact Name, Cell Phone#, Scope of Work)
Subcontractor #3: (Name of firm, Contact Name, Cell Phone#, Scope of Work)
Actual / Potential Hazards of the Job / Project:
Vehicles /Equipment / Machinery to be used onsite:
WHMIS Controlled Products to be used onsite: (attach SDS sheet for each)
 □ Workers who will be working with these controlled products onsite have been trained in the specific safe handling, use and storage of them. □ These controlled products will be stored safely while onsite.
Work Activities / Tasks Hazard Assessment: Break down the scope of work by work activity. For each activity, describe the <u>hazards</u> associated with the work and the <u>control measures</u> that will be put in place to reduce the risk of injury or harmful health exposure to an acceptable level. (If additional space is required, add pages)
1. Work Activity/ Tasks:
2. Work Activity/ Tasks: Hazards: Control Measures: There is a written safe work procedure in place for this activity
3. Work Activity / Tasks:
4. Work Activity / Tasks:
5. Work Activity / Tasks:
6. Work Activity / Tasks:



CONTRACTOR SAFETY PROGRAM CONTRACTOR JOB HAZARD ASSESSMENT & SAFETY PLAN

required for staff who will be present onsite. The C	sased on the hazard assessment above, describe the training ontractor is responsible to maintain records of training
to reflect required training. For sub-contractors All workers onsite:	, the Contractor must confirm that training is current.
Specific Tasks / Job Positions:	
Required Personal Protective Equipment: All workers / persons onsite:	
Task / Area Specific Equipment: (describe the PPE	and where/when it is required)
D. Danie Markad	
☐ Page attached Other Protective Equipment (other than PPE) to per	form the Work
Other Frotestive Equipment (other than 1 12) to per	Tomit the Work
☐ Page attached	
Other Control Measures:	Octob
<u>Hazard</u>	<u>Control Measure</u>
Additional Control Measures to Protect Other Works	ers & Memhers of the Public
Additional Control Measures to Frotest Cities Work	of a members of the rabble.
Franksia Information and Augustines ICD	
Employee Information and Awareness - JSP All workers onsite will be provided a worksite ori	entation including being made aware of all known hazards
•	information contained in this JSP; this information will be
provided to them before they start work on the s	
On an ongoing basis, where the Contractor become be provided to workers onsite in a timely manne	omes aware of a health or safety hazard, this information will r.



CONTRACTOR SAFETY PROGRAM CONTRACTOR JOB HAZARD ASSESSMENT & SAFETY PLAN

PART C: TO BE COMPLETED BY CITY PROJECT MANAGER AND CONTRACTOR REPRESENTATIVE

This JSP does not replace the Contractor's responsibility to comply with all applicable legislation including the Ontario Occupational Health & Safety Act and Regulations, Canada's Criminal Code, Ontario Fire Code, etc. The Contractor is responsible to address all health or safety concerns that arise out of the Contractor's work, in a timely and effective manner. Where City staff are aware of a health or safety concern related to this project, they will bring the concern to the attention of the Contractor. However, if the City representative (Project Manager, Senior Health and Safety Specialist, Supervisor or designate) observe or are made aware that health and safety rules or legislative requirements are being contravened or other hazardous condition exists at the worksite and a serious risk to health or safety exists, the City representative has the authority to and will stop the work without penalty.

If the Contractor observes non-compliance on the part of City staff, the Contractor is to reporting it to the City as soon as possible (City Project Manager, Senior Health and Safety Specialist or other City Contact).

Representative for the Contractor:		City Representative (Project Manager) for this project:			
Name (print)	Signature	 Date	Name (print)	Signature	Date



CONSTRUCTOR & CONTRACTOR SAFETY PROGRAM HEALTH & SAFETY INCIDENT INVOLVING CONSTRUCTOR OR CONTRACTOR

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

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

City of Markham Project Identification	n			
City of Markham Project Manager C	ontact			
General Contractor (if applicable)				
Contractor / Subcontractor (as appl	licable)			
Type of Incident: (check all that apply) Injury to person(s)*				
☐ MOL attendance at site.	Were	orders issued?	YES (attach) NO)
Date & Time of Incident (indicate am/pm)				
Location of Incident (include: facility name, address, site description, and exact location at site/facility)				
		Name	Address	Phone
Witnesses:				



CONSTRUCTOR & CONTRACTOR SAFETY PROGRAM HEALTH & SAFETY INCIDENT INVOLVING CONSTRUCTOR OR CONTRACTOR

		details such as position of persons, es, and a step-by-step description of ev	
additional pages attached	b	□ pictures attached	
Immediate Impact:			
Injury/Exposure to person.Describe injury (including body ρ	part and sid	e)	
Attention Required: 1st Aid	only 🗌 I	Medical Assistance Critical Injury	☐ Fatality ☐ WSIB Reportable
As a result of the injury, will emp	oloyee be a	bsent from work for their next schedul	ed shift?
Damage to vehicle, equipme	ent, machin	ery or property. Describe:	
Root Cause			
Corrective Action(s) (include person responsible and	timeline)		
Person Completing this Report (include: company, position, nar signature)	ne,		
,		City of Markham Use only	
Contractor Incident No.:	Project Ma	anager:	Received by Project Manager (date and time):
Reviewed by Project Manager (sign and date):	Comment	s by Project Manager: (* also complet	e "follow up" section below)
Reviewed by Senior Health & Safety Specialist (sign and date):		s by Senior Health & Safety Specialis	:
* Follow Up: (to be completed by Was a "Contractor Health & Safe YES – Date: Action Follow Up" form) NO - Reason for not holding	ety Incident _ (attach co		Incident / Event Report & Corrective
Forwarded to: (list all) Department Manager:		Director:	Commissioner:



Contractor Health & Safety Incident / Event Corrective Action Follow Up Meeting Checklist

To be completed by the City Project Manager or Senior Health & Safety Specialist at the corrective action follow-up meeting to be held after an incident or other event that results in (or has the potential to result in) critical injury, serious injury, MOL order issuance, unsafe condition or other health and safety concern held by the City involving a constructor, general contractor, contractor, or subcontractor.

Project Identification & Location:		Contractor Incident No.:			
Contractor Contact:	☐ Pre-start Submissions Checklist Attached				
	☐ Pre-start Safety Meeting Check	dist Attached			
	Tre-start Safety Weeting Check	iist Attacrieu			
☐ MOL Report Attached					
Incident Date & Time:	Project Closing Date:				
Describe the Incident:					
Ministry of Labour present: YES NO If y	ves. reason for presence:				
· · · · · · · · · · · · · · · · · · ·	nspection (describe):				
Critical Injury Investigation (date of CI):					
Other Investigation (describe):					
Outer.					
*MOL Report / Orders issued: NO YES					
If 'yes', to whom: Ac	knowledgement of Compliance forwar	ded on:			
*Note: if MOL issued report, orders, etc. – a copy mus	st be attached to this form				
Identified Legislative Violation(s), Hazard(s), Concern	n(s):				
Identification of Violation(s) of Corporate Contractor S	afety Expectations:				
ν, , , , , , , , , , , , , , , , , , ,	,				
Corrective Action(s)					
• •	Person Responsible	mation Confirmed			
Concern a Action		ate by			

MARKH	AM					2 of	2	
	Po formal II					D. (1) 0 T		
Follow Up Site Audit: Findings:	ŕ					Date & Ti	me:	
	Risk Tasks involved in ab	ove:		_				
Confined Space E	•		_		Heights (>3N			
Work on Ladders /	Scaffolds / AWP			Operation	n of Vehicles	or other Mol	oile	
Equipment				□ -	=0./			
_	ctrical (Lockout-Tagout)		☐ Electrical Work<50Volts					
Electrical Work 50	Volts to 600 Volts		☐ Electrical Work >600Volts					
☐Hot Work			. L		requiring gu	-		
	led Products or other Ha	izardous Cl	hemi	cal: (list)				
Other (describe) Other Discussion:								
	the Contractor.							
Representative for	tne Contractor:							
Name	Signatu	re	Company		[Date		
City of Markham Pro	oject Manager:		Seni	or Health &	Safety Spe	cialist:	ı	
			Na	ncy Myles				

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

Date

Name

Signature

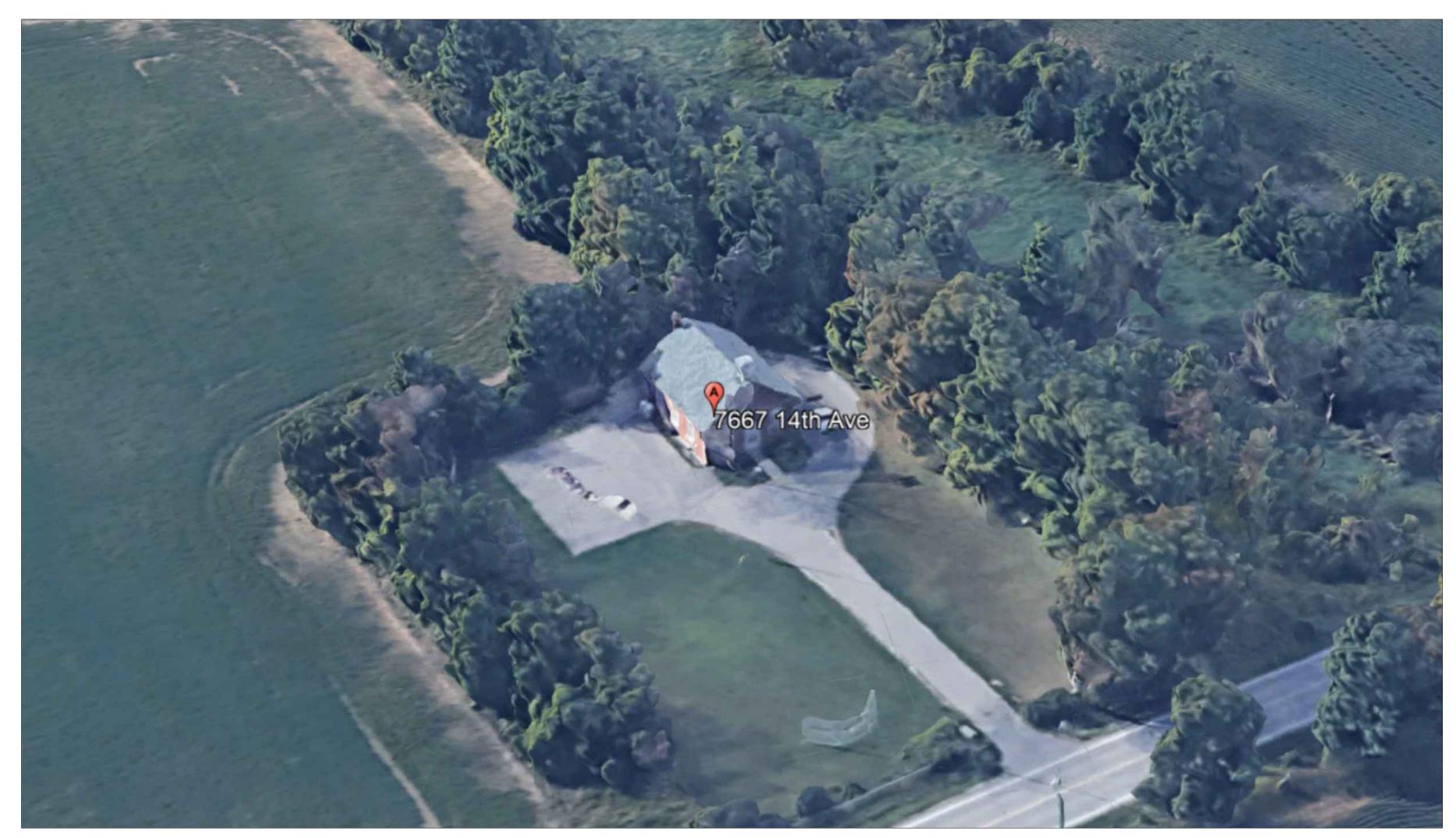
Date

Signature

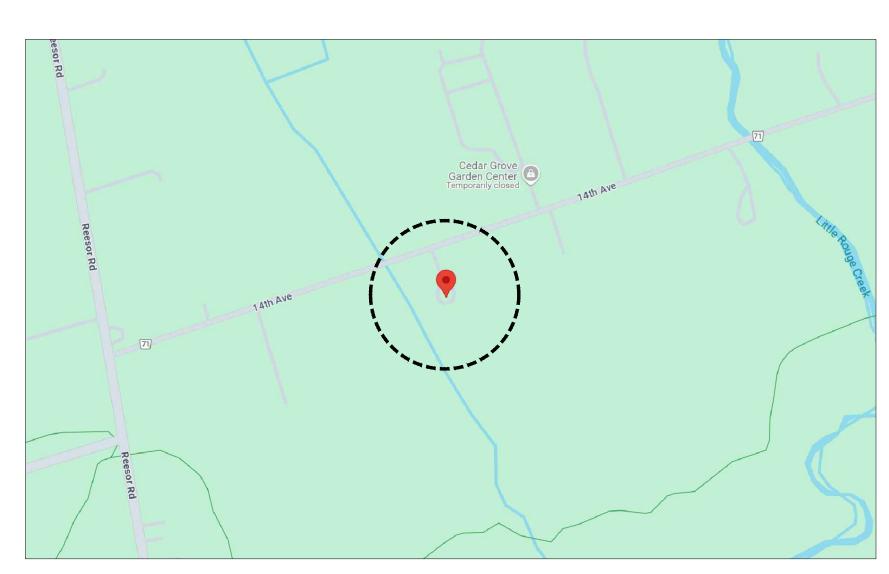
Name

CEDAR GROVE CC RESTORATION

7667 14TH AVE., MARKHAM, ON



01 aerial view scale | NTS



02 location map

ELEVATION HEIGHT

REFERENCE

SYMBOLS

EXTERIOR/ INTERIOR

ELEVATION

BUILDING SECTION

ABBR	REVIATIONS								
ABV	ABOVE	DTL	DETAIL	GB	GYPSUM WALL	OFF	OFFICE	SCH	SCHEDULE
AFF	ABOVE FINISHED	DIA	DIAMETER		BOARD	O.C.	ON CENTER(S)	SECT	SECTION
	FLOOR	DIM	DIMENSION	GL	GLASS	OPN'G	OPENING	SHT	SHEET
AL	ALUMINUM	DN	DOWN	GVS	GALVANIZED STEEL	OPH	OPPOSITE HAND	SIM	SIMILAR
A/C	AIR CONDITIONING	DWR	DRAWER			OD	OUTSIDE DIMENSION	SC	SOLID CORE
ARCH	ARCHITECT(URAL)	DWG	DRAWING	HDW	HARDWARE			SLD SUR	SOLID SURFACE
@	AT			HDWH	HARDWOOD	PT	PAINT(ED)	SPEC	SPECIFICATION
		EA	EACH	HM	HOLLOW METAL	PLAM	PLASTIC LAMINATE	SS	STAINLESS STEEL
BCT	BABY CHANGE TABLE	ECB	EMERGENCY CALL	HMIN	HOLLOW METAL	PLY	PLYWOOD	STO	STORAGE
BLK	BLOCK(ING)		BUTTON		INSULATED	PM	PROJECT MANAGER	STR	STRUCTURAL
BOT	BOTTOM	EGB	EDGE BAND	HVAC	HEATING/VENTILATION	POL	POLISHED	SUSP	SUSPENDED
BLDG	BUILDING	ELEV	ELEVATION		AIR CONDITIONING	POR	PORCELAIN		
		EQ	EQUAL			PROJ	PROJECT	TEL	TELEPHONE
CH	COAT HOOK	EQPT	EQUIPMENT	IN (")	INCH	P TRE	PRESSURE TREATED	TYP	TYPICAL
CLG	CEILING	EX	EXISTING	ID	INSIDE DIMENSION			THRU	THRU
CIRC	CIRCUIT\	EXP	EXPOSED	INT	INTERIOR	REFR	REFERENCE /		
CL	CLEAR	EXT	EXTERIOR				REFRIGERATOR	UNO	UNLESS NOTED
COL	COLUMN	EG	EXTERIOR GRADE	MFG	MANUFACTURE(R)				OTHERWISE
CONC	CONCRETE			MECH	MECHANICAL	REM	REMOVE(D)(ABLE)		
CONST	CONSTRUCTION	FT (')	FEET, FOOT	MISC	MISCELLANEOUS	REQD	REQUIRED	VCT	VINYL COMPOSITION
CONT	CONTINUOUS (OR)	FIN	FINISH(ED)	MM	MILLIMETERS	RELS	RESILIENT		TILE
	CONTINUE ` ´	FL	FLOOR(ING)	MULL	MULLION	REV	REVISION(S)		
CT	CURRENT	FD	FLOOR DRAIN			RM	REVISED ROOM	W/	WITH
	TRANSFORMER	FLUR	FLUORESCENT	N/A	NOT APPLICABLE	RO	ROUGH OPENING	W/O	WITHOUT
CTR	COUNTER	F.R.R.	FIRE RESISTANCE	NIC	NOT IN CONTRACT	RND	ROUND	WD	WOOD
			RATING	NOM.	NOMINAL				
		FUR	FURRED(ING)	NTS	NOT TO SCALE				

SPACE NUMBER

XX-00

CODED NOTE NUMBER

SUPPLEMENTARY NOTE

FINISHING TYPE NUMBER

PROJECT CONTACT LIST								
OWNER THE CITY OF MARKHAM 101 TOWN CENTRE BOULEVARD MARKHAM, ONTARIO L3R 9W3 KHWAJA WAKER 905-477-7000 EXT: 2636	ARCHITECT PYLONS ARCHITECTURE INC 20 RIVERMEDE ROAD, UNIT# 101 CONCORD, ON L4K 3N3 RAFIK NASSIF 289-637-1375 EXT: 100	CIVIL ENGINEER	STRUCTURAL ENGINEER	MECHANICAL ENGINEER				
ELECTRICAL ENGINEER	LANDSCAPE ARCHITECT	OTHER	OTHER	OTHER				

GENERAL NOTES

- 1. IN ADDITION TO THESE GENERAL NOTES, THE CONTRACTOR SHALL REVIEW THE DRAWINGS AND SPECIFICATIONS FOR OTHER SPECIFIC INSTRUCTIONS AS THEY MAY AFFECT THE GENERAL CONSTRUCTION OF THIS PROJECT. DISCREPANCIES BETWEEN PORTIONS OF THE CONTRACT DOCUMENTS ARE NOT INTENDED. THE CONTRACTOR IS TO CLARIFY WITH THE ARCHITECT AND OWNER ANY SUCH DISCREPANCIES PRIOR TO COMMENCING WORK.
- 2. ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE BUILDING CODES AND LOCAL RESTRICTIONS. CONTRACTORS MUST COMPLY WITH CONTRACTOR REGISTRATION REQUIREMENTS OF ALL GOVERNING AUTHORITIES. ALL REQUIRED PERMITS SHALL BE ACQUIRED BEFORE COMMENCING ANY CONSTRUCTION.
- 3. APPROVED PLANS SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKMEN. ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION. CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS IN GOOD CONDITION ON THE PREMISES AT ALL TIMES.
- 4. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY WORK AND SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY SUBCONTRACTORS AND OWNER.
- DETERMINE LOCATIONS. THE ARCHITECT SHALL BE NOTIFIED PRIOR TO CONTINUING WITH 6. CONTRACTOR SHALL REFER AND CONFORM TO ALL RECOMMENDATIONS AND FINDINGS AS

SET FORTH IN SOILS GEOLOGICAL REPORT. THE OWNER AND/OR ARCHITECT ACCEPTS NO

VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IF THEY DIFFER FROM THOSE

STATED DIMENSIONS TAKE PRECEDENCE OVER GRAPHICS. DO NOT SCALE DRAWINGS TO

- RESPONSIBILITY FOR THE ACCURACY OF THE FINDINGS, OR FOR THE FINAL RECOMMENDATIONS, GRADING, TRENCHING, ETC. 7. CONTACT OWNER FOR INSTRUCTIONS PRIOR TO THE CONTINUATION OF WORK SHOULD ANY UNUSUAL CONDITIONS BECOME APPARENT DURING GRADING OR FOUNDATION CONSTRUCTION. EXISTING ELEVATIONS AND LOCATIONS TO BE JOINTED SHALL BE
- SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK. 8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREIN OR NOT AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES OR
- MEANS, METHODS, SAFETY MEASURES, CONSTRUCTION SITE PROTECTION, AND TEMPORARY SERVICES REQUIRED DURING CONSTRUCTION SHALL BE AT THE SOLE

EXPENSE AND THE RESPONSIBILITY OF THE CONTRACTOR.

OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE EXECUTION OF

10. ANY DETAILS OR NOTES REQUIRING FIELD VERIFICATION BY THE CONTRACTOR ARE TO BE DONE DURING THE BID PROCESS. DISCREPANCIES FOUND AFTER THE GENERAL CONTRACTOR IS SELECTED WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR

ELEVATION NUMBER

SECTION NUMBER

SHEET NUMBER

REVISION NUMBER

ITEM REFERENCE

±000 xxxxx

WINDOW SCHEDULE

DOOR SCHEDULE

CODED NOTE

REFERENCE

CODED NOTE

REFERENCE

A1.0 EXISTING PLAN RESTORATION LOCATIONS 1 A1.1 EXISTING PLAN RESTORATION LOCATIONS 2 A1.2 CEILING REPLACEMENT A1.3 SCOPE OF WORK & SPECIFICATIONS	NO.	TITLE	REVISION
A1.1 EXISTING PLAN RESTORATION LOCATIONS 2 A1.2 CEILING REPLACEMENT	A0.0	COVER SHEET	
A1.2 CEILING REPLACEMENT	A1.0	EXISTING PLAN RESTORATION LOCATIONS 1	
	A1.1	EXISTING PLAN RESTORATION LOCATIONS 2	
A1.3 SCOPE OF WORK & SPECIFICATIONS	A1.2	CEILING REPLACEMENT	
	A1.3	SCOPE OF WORK & SPECIFICATIONS	

ANY AND ALL DISCREPANCIES ARE TO BE REPORTED TO THE DESIGNERS BEFORE PROCEEDING WITH THE WORK.

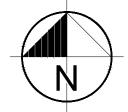
MATERIAL	MATERIAL INDICATIONS							
	EARTH							
	GRANULAR FILL							
b	CONCRETE							
	BRICK							
	CONCRETE MASONRY							
	STONE							
	WOOD, FINISH GRAIN							
	STEEL OR METAL							
	WOOD, END GRAIN (NON-STRUCTURAL)							
	WOOD FRAMING, CONTINUOUS MEMBER							
	WOOD BLOCKING, INTERRUPTED MEMBER							
	PLYWOOD, EDGE							
	ACOUSTIC TILE							
	GYPSUM BOARD							
	BATT INSULATION							
	RIGID INSULATION / E.I.F.S.							
	SHEAR WALL							
	HOWN ARE FOR WALL SECTIONS AND/OR ILS ONLY. MATERIAL PATTERNS FOR							

SMALL SCALE PLANS AND/OR ELEVATIONS MAY VARY. REFER

TO INDIVIDUAL LEGENDS AND/OR SCHEDULES FOR









CEDAR GROVE CC RESTORATION

7667 14TH AVE., MARKHAM ONTARIO, L6B 1A8

COVER SHEET

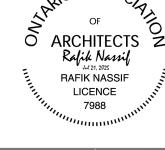
AS NOTED APR 17, 2025 Drawn by: AS

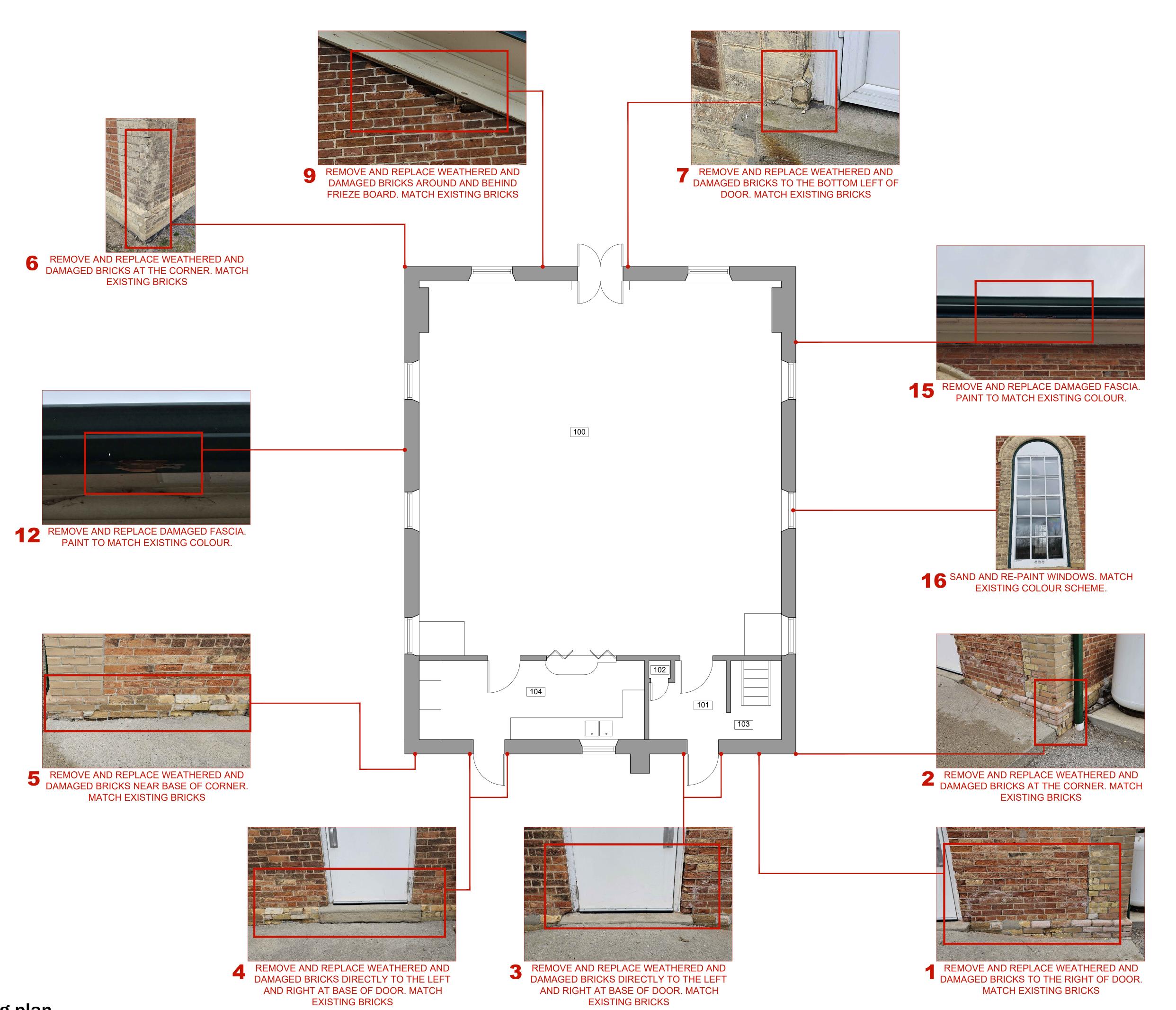
Checked by: RN

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THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION PURPOSE UNLESS COUNTERSIGNED BELOW.

ISSUED FOR TENDER JUL 21, 2025 MAY 08, 2025 **ISSUED FOR REVIEW**





General Notes

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Revision Date

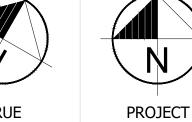
ISSUED FOR TENDER JUL 21, 2025

ISSUED FOR REVIEW MAY 08, 2025









TRUE NORTH

CEDAR GROVE CC RESTORATION

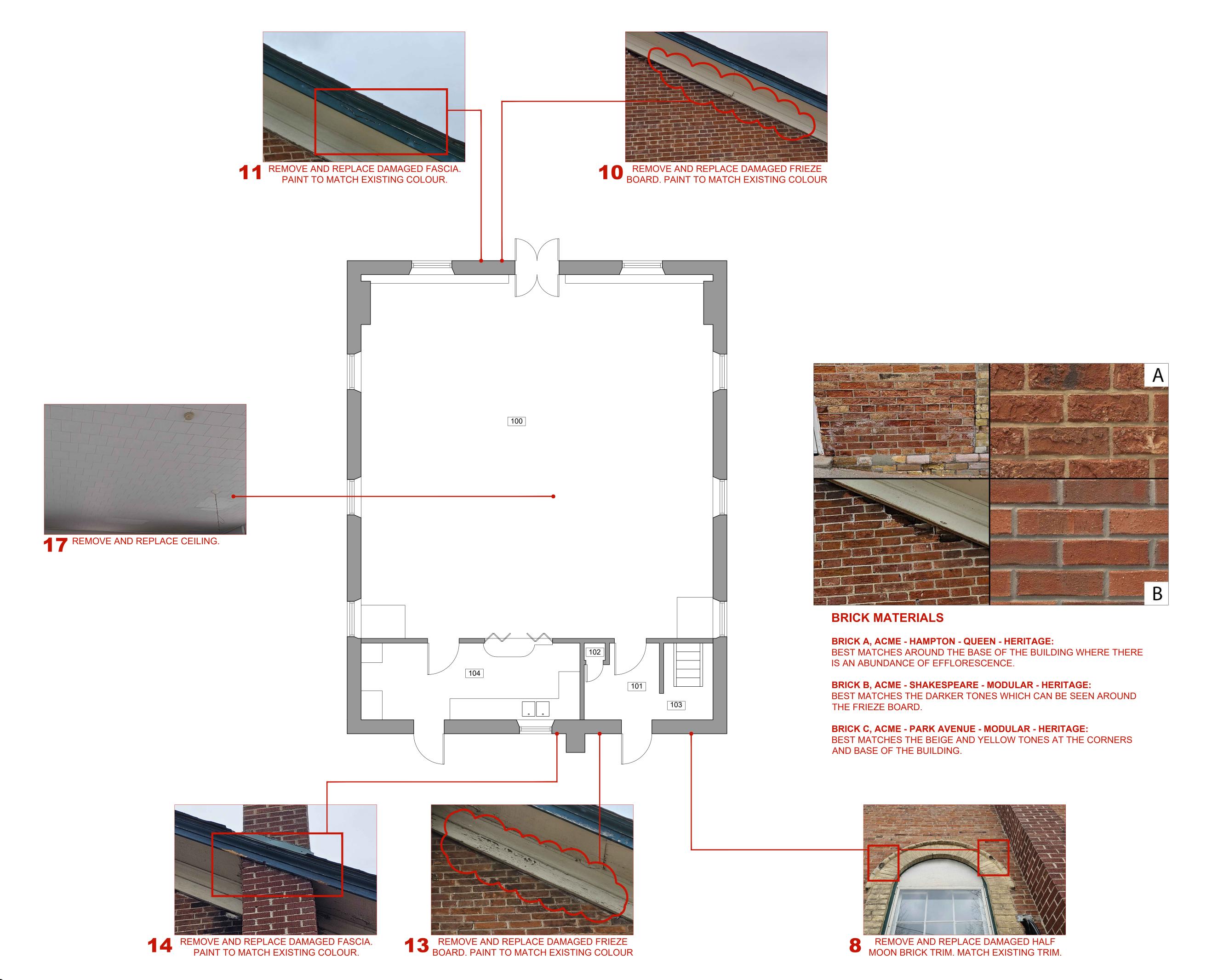
7667 14TH AVE., MARKHAM ONTARIO, L6B 1A8

EXISTING PLAN RESTORATION LOCATIONS 1

Project No.: 25-PA11
Scale: AS NOTED
Date: APR 17, 2025
Drawn by: AS
Checked by: RN

A1.0

NORTH



General Notes

DRAWINGS NOT TO BE SCALED.

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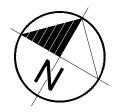
Revision Date

ISSUED FOR TENDER JUL 21, 2025

ISSUED FOR REVIEW MAY 08, 2025









VF CC

PROJECT

CEDAR GROVE CC RESTORATION

7667 14TH AVE., MARKHAM ONTARIO, L6B 1A8

EXISTING PLAN RESTORATION LOCATIONS 2

Project No.: 25-PA11
Scale: AS NOTED
Date: APR 17, 2025
Drawn by: AS
Checked by: RN

Λ1 1



PINE CEILING BOARDS STAINED WITH SEMI TRANSPARENT WOOD STAIN.



General Notes

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VERIFY ALL DIMENSIONS, MATERIALS, AND STRUCTURAL MEMBERS ON SITE.
ANY AND ALL DISCREPANCIES ARE TO BE REPORTED TO THE DESIGNERS BEFORE PROCEEDING WITH THE WORK. DRAWINGS NOT TO BE SCALED.

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TRUE NORTH PROJECT NORTH

CEDAR GROVE CC RESTORATION

7667 14TH AVE., MARKHAM ONTARIO, L6B 1A8

CEILING REPLACEMENT

Project No.: 25-PA11
Scale: AS NOTED
Date: APR 17, 2025
Drawn by: AS
Checked by: RN

SCOPE OF WORK AND SPECIFICATIONS

1. BRICK RESTORATION

- SEE LOCATIONS: 1 TO 9, SHEETS A1.0 & A1.1
- REMOVE AND REPLACE EXISTING WEATHERED AND DAMAGED BRICKS PER LOCATIONS SHOWN ON THE DRAWINGS. NEW BRICKS TO MATCH EXISTING BEST AS POSSIBLE.
- ACME HAMPTON QUEEN HERITAGE BRICKS TO BE USED ON THE UPPER BRICKS.
- ACME PARK AVENUE MODULAR HERITAGE TO BE USED AT THE BASE, CORNERS AND THE EDGE OF DOOR SILL.
- ACME SHAKESPEARE MODULAR HERITAGE TO BE USED AT LOCATION NO. 9.
- PROVIDE SAMPLES TO THE PROJECT ARCHITECT FOR APPROVAL.

2. FRIEZE BOARD REPLACEMENT

- SEE LOCATIONS: 10 & 13, SHEET A1.1
- REMOVE AND REPLACE DAMAGED FRIEZE BOARD. PAINT TO MATCH EXISTING COLOUR.
- HIGH QUALITY EXTERIOR PAINT AS MANUFACTURED BY BENJAMIN MOORE, SHERWIN WILLIAMS, OR APPROVED EQUAL.
- PROVIDE COLOUR SAMPLE/ MOCKUP TO THE PROJECT ARCHITECT FOR APPROVAL.

3. FASCIA REPLACEMENT

- SEE LOCATIONS: 11, 12, 14 & 15, SHEETS A1.0 & A1.1
- REMOVE AND REPLACE DAMAGED FASCIA. PAINT TO MATCH EXISTING COLOUR.
- HIGH QUALITY EXTERIOR PAINT AS MANUFACTURED BY BENJAMIN MOORE, SHERWIN WILLIAMS, OR APPROVED EQUAL.
- PROVIDE COLOUR SAMPLE/ MOCKUP TO THE PROJECT ARCHITECT FOR APPROVAL.

4. WINDOW RESTORATION

- SEE LOCATION: 16, SHEET A1.0
- SAND AND RE-PAINT WINDOWS. MATCH EXISTING COLOUR SCHEME.
- HIGH QUALITY EXTERIOR PAINT AS MANUFACTURED BY BENJAMIN MOORE, SHERWIN WILLIAMS, OR APPROVED EQUAL. PAINT COLOUR TO MATCH EXISTING.
- PROVIDE COLOUR SAMPLE/ MOCKUP TO THE PROJECT ARCHITECT FOR APPROVAL.

5. CEILING REPLACEMENT

- SEE LOCATION: 17, SHEET A1.1
- REMOVE EXISTING CEILING AND INSTALL NEW FURRING/ SUB-FRAMING AS REQUIRED.
- CEILING BOARDS TO BE 3/4" x 8" x 96" KNOTTY PINE BOARD.
- CEILING TO BE STAINED IN BENJAMIN MOORE ARBORCOAT SEMI TRANSPARENT - MARITIME WHITE
- MAINTAIN EXISTING LIGHT FIXTURES, ELECTRICAL AND MECHANICAL CONNECTIONS. REMOVE AND REINSTALL FOR NEW CEILING.
- PROVIDE SAMPLES AND SHOP DRAWINGS TO THE PROJECT ARCHITECT FOR APPROVAL.

6. GENERAL NOTES

- CONTRACTOR SHOULD BE RESPONSIBLE TO DISPOSE/ RECYCLE AND STORE THEIR OWN CONSTRUCTION MATERIALS FOR THE WORK.
- THE OWNER CAN FACILITATE A SUITABLE SPACE TO STORE CONSTRUCTION ITEMS IN THE PREMISES OR OUTSIDE THE PROPERTY IF REQUIRED. HOWEVER, CONTRACTOR SHALL BE RESPONSIBLE TO KEEP SAFE AND MONITOR THEIR BELONGINGS ALL TIMES.
- EVERY EFFORT TO BE MADE TO ENSURE THE LEAST DISTURBANCE TO THE EXISTING INTERIOR FINISHES.
- ANY AREAS OF THE EXISTING BUILDING AFFECTED BY THIS SCOPE MUST BE RESTORED TO THE ORIGINAL STATE AT THE COST OF CONTRACTOR AND TO THE SATISFACTION OF CITY OF MARKHAM.
- ONCE CONSTRUCTION WORK IS COMPLETE, THE CONTRACTOR SHOULD RETURN ALL ITEMS BACK TO THEIR ORIGINAL LOCATIONS.

General Notes

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Revision Date

ISSUED FOR TENDER JUL 21, 2025

ISSUED FOR REVIEW MAY 08, 2025



TRUE NORTH PROJECT NORTH

CEDAR GROVE CC RESTORATION

7667 14TH AVE., MARKHAM ONTARIO, L6B 1A8

SCOPE OF WORK & SPECIFICATIONS

Project No.: 25-PA11
Scale: AS NOTED
Date: APR 17, 2025
Drawn by: AS
Checked by: RN

A1.3

BID FORM

180-Q-25 - Cedar Grove Community Centre Building Envelope Repairs

Opening Date: July 23, 2025 12:00 PM Closing Date: August 27, 2025 3:00 PM

Schedule of Prices

*Denotes a "MANDATORY" field

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

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

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

Payment Term Discount

If no discount, payment will be made in accordance with Part III, Section 21 of the City's General Terms and Conditions (i.e. net 30 days).

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

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

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

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

■ We will not be submitting for Payment Term Discount

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

Bid Price (Excluding Taxes)

Line Item	I Description		Quantit y	Bid Price *	Total
1	180-Q-25 Cedar Grove Community Centre Building Envelope Repairs	Lump Sum	1		
				Subtotal:	

Summary Table

Bid Form	Amount
Bid Price (Excluding Taxes)	
HST (13%)	\$ 0.00
Total Contract Amount:	

Unresolved Litigation

Question	Response *
Does the Bidder have any unresolved litigation with the City (including any affiliated entities or any principal	∩ Yes
thereof)?	∩ No

Reference List

List three (3) references of past projects of similar size and scope from the last 5 years.

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

	Company Name *	Contact Person		Contract Value *	Description of Work *	Completion Date *
1						
2						
3						

Sub-Contractors

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

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

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

Relevant Subcontractor List

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

	Address	Contact Phone	Description of work	
1				*
2				
3				
4				
5				
6				
7				
8				

Addenda, Terms and Conditions

DECLARATION

The Bidder hereby acknowledges and agrees:

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

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

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

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

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

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

File Name

File Name

Pages

There have not been any addenda issued for this bid.