



## Clarence-Rockland

### REQUEST FOR TENDER

#### **F18-INF-2020-011 GRADER - OPERATOR RENTAL SERVICES**

1. You are invited to submit a Bid for the services/products listed below and/or in accordance with any specifications attached.
2. The City may accept or reject any bids, in whole or in part. The City is **NOT** obligated to accept the lowest bid.
3. Bids will be called, received, evaluated, accepted, and processed according to the City's Procurement By-law and related procedures. By submitting a bid, the bidder agrees to be bound by such by-law, as amended from time to time and such related procedures.
4. All information that is supplied to the City in this Request for Tender will become the property of the City and will be subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario). Please note that only the name of the successful bidder will be made public. Disclosure of any other information contained in this Request for Tender will be made in accordance with the *Act*.
5. If a bidder requires any clarifications regarding this Request for Tender, then the bidder should contact the City Representative listed below prior to submitting its bid. Any such clarifications so given will not in any way alter this Request for Tender.
6. No officer, employee or agent of the City is authorized to orally alter any portion of this Request for Tender.
7. If any alterations to this Request for Tender are required, then the City will issue a written addendum to the bidders prior to the closing deadline specified below.
8. Failure to comply with the following bid terms and conditions **WILL** result in a non-compliant bid:
  - a. Bids must be received by the City **PRIOR** to the closing deadline specified below. Bids that are received after the closing deadline specified below will not be considered and will be returned to the bidder unopened.
  - b. Bids must be received by the City courier, email or mail. Bids must be addressed to the attention of the City Representative listed below.
  - c. Bids must be submitted on the form that is supplied by the City, unless otherwise permitted.
  - d. Bids must not be restricted by a statement added to the form, by a covering letter or by alterations to the form, unless otherwise permitted.
  - e. Bids must be signed by an authorized signing officer of the bidder. If a joint bid is submitted, then it must be signed by an authorized signing officer of each of the bidders.
  - f. Bids must be legible and must be written in ink or typewritten.
  - g. **Bidders must list in their bid any addenda that were considered when their bid was prepared.**
  - h. Bids must be irrevocable for 120 calendar days after the closing deadline specified below, unless otherwise permitted.
  - i. All erasures, over-writing or strikeouts on the form must be initialled by an authorized signing officer of the bidder.
9. Failure to comply with the following bid terms and conditions **MAY** result in a non-compliant bid:
  - a. Bids should not contain any deficiencies, omissions, irregularities.
  - b. Bidders should acknowledge in their bid submission, all addenda that was issued by the City as a result of this request.
10. Equivalent **MAY** be considered. If a bidder is submitting an equivalent service or product, then the bidder should describe the equivalent service or product and provide evidence of its equivalency. The City will determine whether any equivalents are acceptable to it.
11. The City Representative listed below will send the successful bidder an email or fax transmission of the award of the bid.

12. The City may award by item (or part thereof), category of items (or parts thereof), or all items of this Request for Tender. The City may waive deficiencies, omissions, irregularities, if in so doing, the best interests of the City would be served, and no liability will accrue to the City for its decision in this regard.
13. The City of Clarence-Rockland will not be liable, nor reimburse any bidders for costs incurred in the preparation of bids, or any other services that may be requested as part of the bidding process.
14. Bidder certifies that it is in full compliance with the Workplace Safety and Insurance Act.  
W.S.I.B. Account No. \_\_\_\_\_
15. Vendor are to send Invoices to **AP@Clarence-Rockland.com**

**TO BE DIRECTED TO:**

Yves Rousselle, C.E.T.  
 Manager, Supply and Processes  
 Cite/City Clarence-Rockland  
 1560 Laurier Street  
 Rockland, Ontario  
 K4K1P7  
 yrousselle@clarence-rockland.com

**DEADLINE:**                               **October 21, 2020 - 2:00:00 PM**

**QUESTIONS DEADLINE:**           **October 19, 2020 - 2:00:00 PM**

**EMAIL:**                                   **yrousselle@clarence-rockland.com**

**PHONE:**                                   **613-446-6022, ext. 2235**

**LATE BIDS WILL BE REJECTED**

**GENERAL DESCRIPTION**

The intent of this Bid call is to invite and receive bids to furnish all labour, materials, services, transportation and incidentals to perform the following work:

The term of the winter contract(s) will be two (2) years. Starting on or about December 15th, 2020 to November 30, 2022.

The contract(s) may be extended at the City’s discretion for an additional two (2) one (1)-year terms. The contract renewals will be based on the same terms and conditions and upon mutual agreement between the proponents and the City contingent upon a sufficient budget and / or Council approval if applicable.

**To supply a grader, a duly licensed operator and to provide all fuel, maintenance and other service as necessary to ensure that the vehicle covered by this agreement meets with the safety and performance standards of the Ministry of Transportation, Ontario.**

**The City will guarantee 150 hours to the Contractor during the 4 month call up period.**

The call up period shall be from December 15 to April 15 of each year.

The equipment and the operator shall be available for work 24 hours per day, 7 days per week, from approximately December 15 , 2020 to April 15, 2021 and December 15 , 2021 to April 15, 2022. Should the contract be extended, the same date shall apply. Actual start and finish dates shall be determined by the City representative. The Contractor must have sufficient staff to operate continuously, if necessary during this period.

Further, the owner shall cooperate with, and he will ensure the cooperation of his operator(s) in fulfilling all aspects of the work as may be from time to time, assigned by the City or other supervisory personnel, in such fashion or manner as requisite to good performance.

The equipment tendered must be in good mechanical and operational condition and final acceptance of any tender will be subject to inspection and approval of each unit by the Operations Manager or his authorized representative.

The Contractor shall have at his disposal reasonable back-up equipment to perform his designated duties should the need arise.

A Global Positioning System (GPS) shall be installed on the Contractor's equipment shortly after the contract is awarded. The GPS will be installed and maintained by the Municipality and at no cost to the Contractor. The GPS will mostly be used to address requests and complaints from residents and also to clear up discrepancies for billable hours between the Municipality and the Contractors.

Only vehicles registered by the Ministry of Transportation, Ontario, to the Company and bearing the registered license numbers will be accepted for hire by the City.

The Contractor shall submit in writing, the names, addresses and telephone numbers of all operators to the City or his representative not later than November 30th of each year. The operators shall be subject to testing and approval by the City or his representative.

The Contractor shall be responsible for training his staff to carry out the work described under the terms of this contract. Training must take place outside working hours and at no cost to the municipality.

The Contractor must be available by telephone and be on location of operations on a mutually agreed time after being called. No answering service shall be allowed, direct lines only.

No other contractors shall be used unless the City or his representative is notified in advance of the names and telephone numbers of the persons to be added to the list. These persons shall be subject to testing as set out in this.

Time to be counted as working hours starts when the equipment and operator commence grading operations and continues until the operations are completed and released by the City or his representative. Lunch breaks shall not be included as part of the working hours. If the operations commence again within one hour of the completion of the first completion, the time shall run without interruption. To be eligible for continuous payment during this period of less than one hour, the operators must be standing by ready to continue. If the period between operations is greater than one hour, the hourly rate shall not be paid for the time between operations. The City will guarantee 150 hours to the Contractor during the 4 month winter period. The number of hours to be worked throughout this contract is subject to the amount of precipitation and accumulation.

The City reserves the right to call up the contractor to assist in winter operations should the City require assistance due to COVID-19 related staff shortages.

Any breakdown during a call-out shall be reported immediately to the City Representative in charge.

No fuel premiums will be paid.

Standby time shall only be paid if the contractor stores his equipment at the municipal garage located at 417 Lemay Street in Clarence-Creek. Should the contractor chose to store his equipment at an other location, No standby time shall be allocated. Should a vehicle not be available on call-up, prior standby period will not be paid.

No travel time will be paid.

The Contractor shall ensure that the operations that are subject to this contract shall at all times rate in priority above the performance of operations under any contract with any other private or public body or person.

The Contractor must inspect with the Operations Manager or his representative all grading operations noting the location of utility plant, mail boxes, signs, guide rails, retaining walls, homes and other buildings close to the roadway. A written report signed by both the contractor and the Operations manager shall be signed to confirm such inspection as taken place. The Contractor must ensure that no damage is caused to such installations during the course of his maintenance operations. If such damage results, then the Contractor acknowledge that he shall be responsible for the cost of repairing the damages to the satisfaction of the Operations Manager or his representative.

The Contractor shall be responsible for repairing any damages done to private or municipal property, during the course of his work. Repairs shall be carried out to the satisfaction of the City or his representative.

The City reserves the right to accept or reject any or all Bids, in whole or in part, to accept a Bid other than the lowest and/or to NOT accept any Bid for any reason whatsoever, and to accept any Bid if, upon evaluation analysis, it is considered to be in the City of Clarence-Rockland's best interest. Award of the contract in its entirety or in part shall be in accordance with City of Clarence-Rockland requirements.

The following documents, as listed, shall be submitted prior to or at the time of signing an agreement or prior to the issuance of a PO:

- Insurance Certificate;
- a current copy of the Workplace Safety and Insurance Clearance Certificate, and
- Accessibility Standards for Customer Service Training Acknowledgement Form
- COVID-19 Successful proponents will be required to submit a work plan that outlines how the company will address COVID-19 social distancing and personal hygiene directives for their employees, Clarence-Rockland staff, their suppliers, subcontractors and the public.

Bid Number: F18-INF-2020-011  
Bid Description: Grader - Operator Rental Services  
Closing Date: October 21, 2020  
Time: 2:00:00 PM Local Time

Submitted to: Corporation of the City of Clarence-Rockland  
(Owner)  
1560 Laurier Street  
Rockland, ON  
K4K1P7  
Attention: Yves Rousselle, Manager of Supply and Processes

\_\_\_\_\_  
Company Name

I/We the undersigned have read and understand this Bid document, and herewith agree to perform the work required in accordance with the Bid document issued by Procurement Services, at the price(s) listed below:

**Supply:** Grader - Operator Services

\_\_\_\_\_/100  
**Prices are in Canadian dollars, and excluding HST (Dollars in Words to be inserted above)**

Dollars (\$\_\_\_\_\_)  
**(Dollar numbers to be inserted above)**

Date of Earliest Commencement of Work upon award \_\_\_\_\_

We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our bid submission is correct.
3. Except as expressly and specifically permitted in the instructions to Bidders, we shall not have any claim for any compensation of any kind whatsoever, as a result of participating in this bid, and by submitting a bid we shall be deemed to have agreed that we have no such claim.
4. To the best of my/our knowledge and belief our bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.
5. To the best of my/our knowledge and belief no member of the Council and no officer or employee of the Corporation of the City of Clarence-Rockland is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.
6. My/Our bid submission will remain open for acceptance for a period of 120 (one hundred and twenty) calendar days after opening of the bids and the Corporation of the City of Clarence-Rockland may at any time within this period accept our bid submission.
7. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our bid submission or our performing of or observing the contractual obligations of the proponent as set out in the contract.

**Signed and submitted for and on behalf of:**

_____ Company Name		
_____ Address	_____ City	_____ Postal Code
<input checked="" type="checkbox"/> _____		
_____ Signature of Authorized Signing Officer		_____ Print Name, Title
_____ ( )		_____ Date
_____ Telephone Number		_____ Email Address
_____ ( )		_____ Payment Terms (E.G. 2%-10 Days, Net 30)
_____ Fax Number		
_____ HST Business Number		

Your completion of this form confirms acceptance of the City of Clarence-Rockland's Standard Terms and Conditions. Bidders who impose restrictions on their bid using a qualifying statement risk having their bid rejected.

**PRICING SCHEDULE**

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. **The Total Bid amount shall include all costs incurred, excluding taxes.**

Please provide a financial offer providing firm **Hourly Rates** for the equipment and resources identified. **Hourly Charge Rates** are to be the full cost of service including all local travel and out of pocket expenses but excluding Harmonized Sales Tax (HST).

Period	December 15, 2020 April 15, 2021	December 15, 2021 April 15, 2022
Hourly Rate		
Minimum hour shift		
Standby Time Rate if applicable		

GRADER: shall have a minimum of 200 horsepower or equivalent to a 740 Champion and be equipped with a slope meter and with the following attachments:

Brand: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Power: \_\_\_\_\_ H.P. \_\_\_\_\_

**ATTACHMENTS**

- One-way plow must have a minimum of 11 feet:  
Brand name: \_\_\_\_\_ with \_\_\_\_\_ feet.
- Snow wing must have a minimum of 12 feet:  
Brand name: \_\_\_\_\_ with \_\_\_\_\_ feet.
- Blade must have a minimum of 12 feet for grading.  
Yes: \_\_\_\_\_ No: \_\_\_\_\_
- Blade with replaceable carbide teeth:  
Brand name: \_\_\_\_\_  
Type: \_\_\_\_\_
- Yellow and blue interchangeable and rotary safety lights:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_
- Set of traction chains to be used on a need basis:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

I/We, offer to supply the services or products at the price set out in the bid form. I/We, have read, understand, and agree to be bound by the standard terms and conditions attached.

\_\_\_\_\_  
 Authorized Signature Title

Date \_\_\_\_\_

# The Corporation of the City of Clarence-Rockland - Standard Terms and Conditions

## 1. DEFINITIONS

“**City**” means The Corporation of the City of Clarence-Rockland.

“**Bidder**” means the person, firm or corporation submitting a bid to the City.

“**Vendor**” means the person, firm or corporation to whom the City has awarded this bid pursuant to this Request for Quotation.

“**Subcontractor**” means the person, firm or corporation having a contract with the vendor for any part of the work.

“**Request for Quotation**” means this request for quotation, any addenda, and any specifications attached hereto.

“**Work**” means all labour, materials, equipment, fixtures, services, supplies, and acts required to be done, furnished or performed by the vendor.

“**T&Cs**” means these standard terms and conditions and any addenda.

## 2. PROOF OF ABILITY

Upon the request of the City, a bidder may be required to show evidence of its experience and of its ability to perform the services or to deliver the products by the specified date (including evidence for its subcontractors).

## 3. DELIVERY

Time shall be material and of the essence in the execution of the work required as outlined in the T&Cs.

Unless otherwise stated the work specified in T&Cs shall be delivered or completely performed by the Vendor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order thereof.

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

## 4. PRICING REQUIREMENT

4.1. Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. the point specified therein.

4.2. All prices bid shall include applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work, and where applicable, H.S.T. shall be extra and not shown, unless otherwise specified.

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

4.4. Except as provided elsewhere in this document, the prices bid shall not be subject to adjustment for any cost of the work to the vendor.

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

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

## 5. TERMS OF PAYMENT

5.1. In order to qualify for payment, the Vendor must submit to the City invoices in a form satisfactory to the City.

5.2. The City will pay such invoice within forty-five (45) calendar days of the City's receipt of such invoice if the work has been performed to the satisfaction of the City.

5.3. Where progress payment terms are specified, the City will accept billing for 100 percent of the actual value of each element of the work performed in each month and accepted by the City.

5.4. Where required by the Construction Lien Act appropriate monies may be held back until 65 days after the completion of the work.

5.5. The City may withhold any portion of any amount payable to the Vendor as is necessary to remedy any defect or deficiency in the Vendor's obligations pursuant to these T&Cs.

5.6. Acceptance by the Vendor of any payment by the City will constitute a waiver of any claims by the Vendor against the City.

## 6. PATENTS AND COPYRIGHTS

6.1. The vendor shall, at its expense, defend all claims, actions or proceedings against the City based on any allegations that the work or any part of the work constitutes and infringement of any patent, copyright or other proprietary right, and shall pay to the City all costs, damages, charges



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and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the City by reason thereof.

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

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

## 7. ASSIGNMENT AND SUBCONTRACTING

The vendor shall not assign or subcontract the T&Cs or any portion thereof without the prior written consent of the City.

## 8. LAWS AND REGULATIONS

8.1. The vendor shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The vendor shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

8.2. The T&Cs shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

## 9. CORRECTION OF DEFECTS

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment (or completion of the work) any part of the equipment (or 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 T&Cs, then the vendor, upon request, shall make good every such defect, deficiency or failure without cost to the City. The vendor shall pay all transportation costs for parts and/or equipment both ways between the vendor's factory or repair depot and the point of use.

## 10. PROCUREMENT BY-LAW

Bids will be called, received, evaluated, accepted and processed in accordance with the City's Procurement By-law and related procedures. By submitting a bid for this request for quotation, the bidder agrees to be bound by the terms and conditions of such by-law any amendments thereto and related procedures, as fully as if it were incorporated herein.

## 11. TERMINATION

11.1. The City may terminate this T&Cs upon twenty (20) calendar days' written notice to the Vendor for whatever reason.

11.2. The City may terminate these T&Cs and the rights granted hereunder, without prejudice to enforcement of any other legal right or remedy, upon giving written notice of such termination upon the happening of any of the following events:

- (a) if the Vendor breaches any of these T&Cs or any other agreement entered into between the Vendor and the City and such breach continues for a period of five (5) calendar days after written notice thereof has been given to the Vendor;
- (b) if the Vendor is in default of any loan, is unable or unwilling to pay its debts as they become due, is in receivership, becomes bankrupt (whether voluntary or involuntary) or insolvent, makes an assignment for the benefit of, or compromise with its creditors, makes a plan of arrangement, or is subject to a similar circumstance;
- (c) if the Vendor is wound up or dissolved or ceases or threatens to cease to carry on business as a going concern; or
- (d) if any of the Vendor's representations and warranties in these T&Cs or any statements made to the City by the Vendor are materially false, misleading or inaccurate.

11.3. In the event that the City terminates these T&Cs, the following will apply:

- (a) all payments hereunder by the City to the Vendor will cease as of the time that such termination becomes effective;
- (b) the City may replace the Vendor from the time such termination becomes effective;
- (c) the Vendor will have no claim against the City except for payment for amounts owing prior to the time that such termination became effective;
- (d) such termination will not relieve the Vendor from liability accrued prior to the time such termination became effective; and
- (e) nothing in these T&Cs will limit the rights of the City to recover damages from the Vendor or to exercise any other rights or remedies it may have at law or in equity or otherwise.

## 12. QUANTITIES

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12.1. Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the City and shall be used as a basis for comparison only.

12.2. The quantities are the best estimate that the City can provide at the time of issuance of this Request for Quote

12.3 The City reserves the right to increase or decrease the quantities.

## 13. INDEMNITY

The contractor shall defend, indemnify and save harmless the Corporation of the City of Clarence Rockland, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the contractor, their officers, employees, agents, or others who the contractor is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the bidder in accordance with this agreement and shall survive this agreement.

## 14. DISPUTE RESOLUTION

Any dispute or disagreement in connection with or related to these T&Cs which is not resolved by mutual agreement between the Vendor and the City will be decided by the City. The decision of the City will be final and binding on the parties. Pending the decision of the City on such dispute or disagreement, each party will proceed diligently with the performance of these T&Cs.

## 15. TRAINING REQUIRED ABOUT ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES.

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the *Accessibility for Ontarians with Disabilities Act, 2005*, requires that the contractor (successful bidder/proponent) shall ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and shall include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation

- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <https://www.accessforward.ca/>. The on line training takes about twenty minutes.

The contractor (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services or Engineering staff (specified in this document) that confirms their compliance with Section 6 of the Regulation.

## 16. INSURANCE

The contractor shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide evidence of:

**Commercial General Liability Insurance** issued on an occurrence basis for an amount of not less than \$10,000,000 per occurrence / \$10,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the City of Clarence Rockland as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

**Automobile Liability Insurance** with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$10,000,000 inclusive for each and every loss.

**Environmental Impairment Liability** with a limit of not less than \$2,500,000 per claim / \$5,000,000 annual aggregate. Coverage shall include Gradual cover and shall not be limited to Sudden and Accidental and shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such coverage is written on a claims made basis, such policy shall contain a 24-month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this agreement.

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Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the contractor and the City shall bear no cost towards such deductible.

The contractor is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the City.

The contractor shall provide evidence of WSIB or its equivalent

The contractor shall provide the City with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled or materially unless the Insurer notifies the certificate holder in writing at least thirty (30) days prior to the effective date of the cancellation or change. The insurance policy will be in a form and with a company licensed to carry on business in Ontario and which are, in all respects, acceptable to City.

### 17. INSURANCE CLAIMS

Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor.

- (a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims, and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the Contractor. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.
- (b) If the Contractor or the Contractor's independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, the City of Clarence-Rockland reserves the right to have another independent adjuster review the claim and determine liability therefore. Any monies incurred by the City of Clarence-Rockland to investigate, defend and satisfy any third-party claim where it was

determined that the Contractor was liable will be deducted from monies owing to the Contractor by the City of Clarence-Rockland.

- (c) If a claim is settled to the satisfaction of the Claimant, the Contractor shall provide the City of Clarence-Rockland with a copy of the Claimant's Release. The Claimant's Release shall cover the interests of the Contractor and The Corporation of the City of Clarence-Rockland, its employees, agents and anyone for whom it is in law responsible.

### 19. AWARD

The City Representative listed will send you an email which will outline the intent to award.

As part of this communication, the following documents as listed shall be submitted prior to beginning work:

- a) Certificate of insurance;
- b) a current copy of the Workplace Safety and Insurance Clearance Certificate.
- c) Signed copy of the Accessibility Standards for Customer Service Training Acknowledgement Form.
- d) A Covid-19 work plan.