



Township of
Leeds and the
Thousand Islands

Qualified Contractors Reference Guide



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INTRODUCTION

Background

The Township of Leeds and the Thousand Islands maintains a list of qualified contractors that can be called to complete minor, occasional jobs or scheduled maintenance projects.

This reference guide is intended to provide contractors who are interested in performing work for the Township with an understanding of the expectations related to general work terms and conditions, performance standards, rules, regulations, and financial terms and conditions.

Please retain a copy of this Contractor Reference Guide and refer to it as needed.

Scope of Work

Work completed and invoiced in accordance with any work order or purchase order will include all necessary labour, material, transportation and equipment required to complete the work outlined in the work order assigned to the Contractor, and according to the terms and conditions contained herein.

Contact

All questions are to be submitted in writing to:

Jonathan Cross

Manager of Infrastructure and Environmental Services

Township of Leeds and the Thousand Islands

P.O. Box 280, 1233 Prince Street

Lansdowne, ON K0E 1L0

manageries@townshipleeds.on.ca



ELIGIBILITY

Mandatory Requirements

In order to qualify for the Qualified Contractors List the contractor must provide the following:

- Completed Application for Qualified Contractors List including a signed Confidentiality Agreement
- General Liability Insurance certificate with minimum coverage of \$2,000,000
- Automobile liability insurance (minimum liability coverage of \$2,000,000) for owned or leased vehicles used directly or indirectly in the performance of services
- Valid WSIB clearance certificate
- WHMIS certification
- All applicable trade certifications, licenses, etc.
- Two current references relevant to the scope of work

Applications will be assessed to determine compliance with each mandatory requirement identified above. Performance evaluations will be conducted for all qualified contractors on an ongoing and/or annual basis. Contractors must provide supporting documentation annually and/or when certificates/licenses are renewed.

Any applicant contractor who fails to provide one or more mandatory documents will not be considered until all documentation is received.

Applications which include all the required documentation will be assessed.

Contractors should allow a minimum of four weeks from the date of application for the assessment to be completed. All applicants will be notified of the outcome of their application.

Maintaining Eligibility

It is the Contractor's responsibility to maintain up-to-date insurance, WSIB, WHMIS certification, and trade licences, etc. The Contractor must provide copies of such to the Township. Should a Contractor fail to maintain current qualifications, the Municipality will cease to offer work to that Contractor until certifications are renewed.



Contractor Ineligibility

A Contractor may be excluded from the Qualified Contractor process if the contractor:

- has not signed the application and submitted all required documentation;
- has been notified in writing that they are not eligible to participate in the Qualified Contractor process with the Municipality;
- is deemed to be in a conflict of interest as described in the Terms and Conditions;
- is currently involved in any litigation with the Municipality.

AWARDING OF WORK ORDERS

Qualified Contractors may be contacted to provide a written quote for any work where the value of labour and materials exceeds \$5,000. Should a Contractor be asked to perform any work valued at less than \$5,000, and upon assessing the work required, determines that the job will exceed \$5,000, the Contractor must contact the Manager of Infrastructure and Environmental Services or designate for approval to proceed.

Likewise, if a Contractor determines that additional work is required to meet Municipal standards and this additional work has not been identified in the work order, the Contractor shall notify the Manager or designate for approval and the work order will be varied to include the additional work.

PERFORMANCE REQUIREMENTS / DELIVERABLES

Performance Requirements/Specifications

- Work will be completed between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday, unless both the Contractor and Municipality have agreed to an alternate time. No work is permitted to be completed on weekends and statutory holidays except as authorized in advance by the Municipality.
- The Contractor shall possess all licenses required by law for the Contractor's applicable trade.
- The Contractor must ensure sufficient equipment is available to perform assigned tasks to the satisfaction of the Municipality in accordance with the applicable trade's specifications.
- The Contractor shall supply all necessary tools, materials, equipment, and labour necessary for the work being performed.
- The Contractor must restore at their own expense, any damage caused by his work to any material, equipment and/or property.



- The Contractor shall ensure prompt and efficient service to complete the work to the satisfaction of the Municipality.
- The Contractor shall be solely responsible for loss or damage of his materials or equipment, and for any materials delivered to him from whatever source.
- The Contractor is not permitted to store their tools/equipment on-site.

Site Meetings

The Manager of Infrastructure and Environmental Services, or designate, will review the scope of the work assigned and attend on-site meetings with the Contractor to determine responsibilities, schedules and sequence of activities as required.

Inquiries

It is the responsibility of the Contractor to seek clarification on any details contained in the Work Order that are unclear, ambiguous or inconsistent. The Contractor should make inquiry as soon as possible and should not make assumptions regarding the requirements of the Work Order.

Contractors who fail to raise questions and concerns, do so at their own risk. The Municipality will not be responsible for any misunderstanding on the part of the Contractor concerning the Work Order.

Time is of the essence in completing work orders.

CONTRACTOR TERMS

Supervision and Workmanship

- The Contractor will execute work in the most efficient manner and according to the information provided in the Work Order and to the satisfaction of the Manager.
- The Contractor will repair, replace or otherwise make good all work that is deficient at no additional cost to the Municipality.
- The Contractor will group work orders based on location as much as is reasonable and shall only charge one service call plus applicable hours for work performed in the same building on the same date.
- The Contractor is to confirm all measurements.
- The Contractor is to confirm lot lines and boundaries as applicable.
- The Contractor is responsible to report any damages to the Municipality's property resulting from carelessness or negligence by the Contractor or any persons employed/subcontracted by the Contractor, and to effect acceptable repair without charge to the Municipality.
- The Contractor is responsible to erect safety fencing around any excavated areas.
- The Contractor is to inform the Municipality of any delays in completing the work.



Sub-Contractors

The Contractor shall not employ a sub-contractor to complete a work order without prior approval from the Manager of Infrastructure or Environmental Services, or designate.

Taking Work out of the Contractor's Hands

The Municipality may, without notice, take all or part of the work out of the contractor's hands and may employ such means as it may see fit to complete the work:

- Where the Contractor has defaulted and/or delayed in commencing or in diligently executing the work or any portion thereof to the satisfaction of the Manager of Infrastructure or Environmental Services, or designate, and the Municipality has given notice thereof to the Contractor, and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for seven (7) days after such notice was communicated;
- Where the Contractor has made default in the completion of the work, or any portion thereof, within the time limit for such completion as set out in the Work Order
- Where the Contractor has become insolvent
- Where the Contractor has filed for bankruptcy
- Where the Contractor has abandoned the work
- Where the Contractor has made an assignment of the Work Order without the required consent of the Municipality
- Where the Contractor has otherwise failed to observe or perform any of the provisions of the Work Order, or
- Where the Contractor has failed to act in accordance with the terms and conditions contained in this document.

Where the work or any portion thereof has been taken out of the Contractor's hands, the Contractor will not be entitled to any further payment, including payments then due and payable but not paid, and the obligation of the Municipality to make payments shall be at an end, and the Contractor shall be liable upon demand, to pay the Municipality an amount equal to all loss and damage suffered by reason of non-completion of the work by the Contractor.



Laws, Notices, Permits and Fees

The laws of the Municipality where the project is situated shall apply to the work.

The Contractor shall arrange for locates and obtain all required permits, licences, inspections and certificates and pay all fees required for the performance of the work, as required. Copies of same are to be provided to the Municipality.

If the Contractor performs any work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, he/she shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to his failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

Ontario Labour Conditions and Regulations

Persons employed on the work site must be fully qualified to perform the work required. The Contractor shall comply with the most current provisions of all relevant labour, health and safety, environmental, accessibility, and construction laws and regulations in Ontario.

Designated Smoke-free Buildings and Units

The Township of Leeds and the Thousand Islands has designated all municipally-owned properties as smoke-free. This means that smoking is prohibited within 9 **metres** of the windows, doors, and air intakes of any facility, and within 9 metres of the building.

Protection

The Contractor shall:

- Provide adequate protection to the public and property as required by the Municipality and to meet the Ontario Health and Safety Standards.
- Protect existing buildings, walls, floors, ceilings, furnishings and equipment from any damages resulting from performing work under the Work Order. Any damages will be repaired without cost to the Municipality.
- Protect new work from damages. All finished surfaces must be protected so that no marks or scratches mar the finished surfaces prior to acceptance of work.
- Protect and be responsible for all newly finished and unfinished work which is exposed and susceptible to vandalism or theft.

Cooperation

- The Contractor shall cooperate with the Manager of Infrastructure and Environmental Services, or designate, and arrange for all work to be



completed as quickly as possible with the minimum of inconvenience to all parties.

- The Contractor will report in writing any difficulties encountered in completing the work.

Use of Site Facilities

- The Contractor will furnish all labour, materials, equipment, transportation, storage of tools and any other incidentals required.
- The Contractor will be responsible for loss or damage to materials or equipment.

Utilities

The Contractor will use the electrical service and water service at the site only as directed by the Manager of Infrastructure and Environmental Services.

Clean-Up

The Contractor will remove all excess debris and leave work areas clean and tidy at the end of the day and/or when work is completed.

GENERAL TERMS AND CONDITIONS

Cancellation / Contractor Default

The Municipality reserves the right to cancel or modify any Work Order with the defaulted Contractor and hire an alternative Contractor. The Municipality shall have the right to remove any Contractor who defaults on any Work Order from its Qualified Contractors list.

Failure by the Contractor to comply with all terms, conditions and general provisions of a Work Order to the satisfaction of the Municipality, shall be just cause for the cancellation of the Work Order.

In cases of Contractor performance default, the Municipality shall have the right, at their discretion, to procure the services from other sources, and to hold the Contractor responsible for any costs incurred, including, but not limited to, excess cost of handling.

Conflict of Interest

Each Contractor shall declare to the Municipality any situation that may be either a conflict of interest or a potential or perceived conflict of interest in doing work for the Municipality.

No member of Council, no officer, director or staff member is, will be, or shall become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in the performance of any Work Order resulting from the inclusion of the Contractor in the Qualified Contractors list, or in the



supplies, work or business in connection with any such Work Order or in any portion thereof, or in any monies to be derived there from.

No member of Council, no officer, director or staff member shall receive any personal benefit, gain, or privilege from the Contractor as a result of the Contractor being included in the Qualified Contractors list, or the award of any contract.

Communication with Media

Contractors may not at any time communicate directly or indirectly with the media in relation to any work order or any contract awarded pursuant to the Qualified Contractors list.

Freedom of Information

All information provided to the Township of Leeds and the Thousand Islands in the process of applying to the Qualified Contractors list and continued eligibility therefore, becomes the property of the Municipality and is collected under the authority of the *Municipal Act* and is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*. The information collected will be used solely for the purposes that are stated in this document.

Human Rights

Contractors performing work for the Municipality are required to comply with the *Human Rights Code* and refrain from acts of discrimination and harassment.

Insurance

The Contractor shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario, for the duration of any work assigned by Township for:

- **Commercial General Liability Insurance** in an amount **not less than \$2,000,000 liability** for any one occurrence or accident for all claims arising from bodily injury, property damage, personal injury and non-owned automobiles. Without limiting the foregoing, such insurance coverage shall include Comprehensive General Liability, Contractual Liability, Personal Injury, and Contingent Liability with respect to sub-contractors.
- **Automobile liability insurance** in an amount **not less than \$2,000,000** for each and every loss, 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.

Submit proof of same in the form of an Insurance Certificate.

Workplace Safety and Insurance Board (WSIB)

The Contractor will provide a clearance certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario and ensure an up-to-date certificate is on file with the Township throughout the duration of the Contract. The certificate provided



with the Application for Qualified Contractors List must be valid at the time of submission and the Contractor must submit a new clearance certificate prior to expiration.

Indemnification Claims

The Contractor shall indemnify and save harmless the Municipality, their directors, officers, contractors, employees and agents, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any acts, omissions, negligence, wrong doing or attributed to anything done or omitted to be done by the Contractor in connection with the services provided, supposed to be provided, or required to be provided by the Contractor pursuant to any work order.

Should the Municipality be made party to any litigation commenced by or against the Contractor, then the Contractor will protect, indemnify and hold the Municipality harmless and will promptly pay all costs, expenses, and legal fees (of a solicitor and own client basis) incurred or paid by the Municipality in connection with such litigation upon demand.

The Contractor will also promptly pay upon demand all costs, expenses, and legal fees (of a solicitor and own client basis) that may be incurred or paid by the Municipality in enforcing the terms, covenants and conditions documented in the Qualified Contractors Reference Guide.

The Contractor's obligation under this indemnification section will survive the expiry or early termination of any Contract or Work Order.

FINANCIAL TERMS AND CONDITIONS

Deficiencies

Where deficiencies have been identified by the Municipality, payment will not be released unless all deficiencies have been completed. Deficiencies must be completed to the satisfaction of the Municipality. If deficiencies are not addressed within 30 days of receipt of the invoice, then the Municipality will retain payment of the invoice as a deduction for uncorrected work.

Invoice Terms

Vendors will be required to sign up for **Electronic Funds Transfer (EFT)**.

All invoices must be clearly marked with the **Work Order number**, the contractor's **HST registration number** and forwarded to Finance department at accountspayable@townshipleeds.on.ca.



Invoices will include all labour, equipment, and materials to carry out the described work. Invoice for work completed must be approved by the Manager of Infrastructure and Environmental Services, prior to payment by the Municipality.

Payments are processed regularly with the payment date matching the Council meetings within the month. In order for payment to be processed, invoices must be received no later than the end of day, 7 business days, preceding the Council meeting. Invoices received after this deadline will be processed with the next payment batch.

Monthly contracts will be paid on the 30th of each month or the closest business day prior where the 30th falls on a weekend or holiday. Submission of any required documentation needs to be received 7 business days prior to the payment date. The invoice for payment shall clearly state the quantity and value of work performed.

Invoices for services or goods need to be rendered within 120 days of the day of services being provided or delivery of goods otherwise the Township will have no obligation to pay.

All work performed by the Contractor shall be executed to the satisfaction of the Manager of Infrastructure and Environmental Services or designate. Failure to provide and maintain a standard of service and workmanship acceptable to the Municipality may result in financial penalty in the form of reduced payment if the work has not been improved after due notice.

Consistent failure of three or more incidents to meet standards of service and workmanship will result in cancellation of the Work Order and/or removal of the Contractor from the Qualified Contractors list.

Note: The Municipality does not pay mileage.

Permits

The Contractor will obtain and pay for Municipal Building Permits when required by the Ontario Building Code. The Contractor must provide copies of the permits to the Manager of Infrastructure and Environmental Services or designate.

Two or More Properties

Where an invoice is for service at more than one property/facility, each property/facility shall be billed separately on the invoice, unless the total amount of the invoice is to be applied equally to each of the properties/facilities.

Warranty

Where applicable, the Contractor will warrant his work covering both labour and material for a period of 90 days from the date of completion to the satisfaction of the Municipality.



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This warranty is not to limit warranties on any items of equipment or material otherwise warranted and/or specified.

Deductions for Uncorrected Work

If in the opinion of the Municipality, it is not practical to correct defective work, or for work not done in accordance with the Work Order, the Municipality may deduct from the invoice the difference in value between the work as completed and the work assigned by the Work Order.