

**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE**

QUOTATION # Q2009-29

71 OLD KINGSTON ROAD, COURTICE DEMOLITION SERVICES

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CLOSING TIME & DATE: **4:00:00 P.M. TIME (LOCAL TIME)
TUESDAY, SEPTEMBER 1, 2009**

- ANYONE **DOWNLOADING** THIS DOCUMENT AND WISHING TO SUBMIT A BID MUST ENSURE THAT THEY HAVE REGISTERED WITH PURCHASING. BY REGISTERING, YOU WILL BE ADDED TO THE BIDDERS MAILING LIST AND WILL RECEIVE ANY ADDENDUM THAT MAY BE ISSUED WITH RESPECT TO THIS DOCUMENT. FAILURE TO REGISTER MAY RESULT IN YOUR BID BEING DISQUALIFIED. TO REGISTER, PLEASE COMPLETE THE REGISTRATION FORM LOCATED ON THE MUNICIPAL WEB SITE.
- **ADDENDUM INFORMATION**
ALTHOUGH WE WILL ATTEMPT TO FAX ANY ADDENDUM TO THE REGISTERED BIDDERS FOR A PARTICULAR BID, ALL BIDDERS ARE TO NOTE THAT ANY ADDENDUM(S) TO ANY QUOTATION/FORMAL QUOTATION WILL BE POSTED ON THIS WEB SITE. IT IS THE BIDDER'S RESPONSIBILITY TO CHECK THIS WEB SITE OFTEN FOR ANY ADDENDUM. TO FIND THE ADDENDUM(S) FOR ANY PARTICULAR BID, PLEASE CLICK ON REGISTER TO BID AND ENTER USERNAME AND PASSWORD. ONCE YOU CONFIRM YOUR VENDOR INFORMATION, YOU WILL BE FORWARDED TO THE PAGE WITH THE ORIGINAL BID DOCUMENTS AND ANY ADDENDUM(S).
- **NOTICE TO BIDDERS**
 - LATE BIDS WILL NOT BE ACCEPTED, BUT RETURNED UNOPENED TO THE RESPECTIVE BIDDER
 - BIDS NOT SIGNED WILL BE REJECTED
 - BIDS MUST BE TYPED OR IN INK
 - ERASURES OR NOTICEABLE CHANGES MUST BE INITIALED BY THE BIDDER
 - BIDDERS MUST NOT INCLUDE RESTRICTIVE OR CONDITIONAL STATEMENTS TO ALTER THE FORMAT OR INTENT OF THE QUOTATION
 - QUOTATIONS MUST BE RETURNED ON THE FORMS PROVIDED, IN THE ENVELOPE CLEARLY MARKED AS TO CONTENTS, PRIOR TO THE CLOSING TIME AND DATE, TO THE FOLLOWING, FAILURE TO DO WILL RESULT IN BID REJECTION.
 - THE LOWEST OR ANY QUOTATION NOT NECESSARILY ACCEPTED

ISSUED BY: JERRY BARBER, C.P.P.O.
PURCHASING MANAGER
TELEPHONE: 905-623-3379, EXT. 402

BRIGITTA HARRIS, C.P.P.
BUYER 1
TELEPHONE 905 623-3379, EXT 250

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS

1.0 SCOPE

To supply all necessary labour, materials and equipment to provide demolition services for the following Municipality of Clarington:

71 Old Kingston Road
Courtice, Ontario L1E 2R8

2.0 QUOTE DELIVERY & OPENING

Quotations made on the forms provided must be submitted in the envelope provided or in an envelope with the down-loaded label clearly affixed to the front of the envelope. Bids will be received at:

**Corporation of the Municipality of Clarington
Purchasing Office
40 Temperance Street
Bowmanville, Ontario**

until the specified closing time and date of:

**4:00:00 P.M. Local Time
Tuesday, September 1, 2009**

Quotations must be time-stamped at the above noted location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the Purchasing office shall be the only recognized timepiece for the purpose of this submission.

Any Quotation received after the deadline for submission will be considered as non-compliant and will be returned unopened.

The use of the mail or courier services for delivery of a Quotation will be at the risk of the Bidder. The Quotation must come into the possession of the above-mentioned representative of the Municipality before the deadline for submission or the Quotation will be returned to the Bidder unopened.

In the event that the Quotation is hand delivered and is received past the deadline for submission, the Quotation envelope will be time stamped and returned unopened to the deliverer immediately.

In the event that the Quotation is received by a means other than 'in person' and is received past the submission deadline, it will be time stamped and returned unopened by courier.

Note: Since Quotations must be submitted in a sealed envelope, submissions by facsimile or electronic delivery, secured or otherwise, are not acceptable.

The onus unequivocally remains with the Bidder to ensure that Quotations are delivered to the Purchasing Office, 1st Floor, before the deadline for submission, in accordance with the submission instructions. Misdirected Quotations received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted Quotations by telephone, fax or electronically will not be considered.

The Municipality shall not be liable for any cost of preparation or presentation of Quotation, and all Quotations and accompanying documents submitted by the Bidder become the property of the Municipality and will not be returned. There will be no payment to Bidders for work related to and materials supplied in the preparation, presentation and evaluation of any Quotation, nor for the Contract negotiations whether they are successful or unsuccessful.

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

3.0 COMMUNICATION

- 3.1 All inquiries and other communications with the Municipality of Clarington about this Quotation throughout the bid period are to be directed **ONLY** to Brigitta Harris, Buyer 1.
- 3.2 Non-compliance with this condition during the bid period may (for that reason alone) result in disqualification of the bidder's offer.

4.0 INQUIRIES

Any inquiries with respect to this Quotation should be submitted, in writing, to the individual in Section 3.1. The Municipality of Clarington will circulate to all bidders who received this Quotation any information with respect to significant inquiries received and the replies to such inquiries to the extent that such inquiries are applicable to all bidders. Any material changes resulting from inquiries will be documented in writing to the bidders prior to the closing date and time.

Written inquiries shall be submitted using the Fax Cover Sheet provided as Schedule (G). Bidders are requested to make all inquiries prior to the last Thursday preceding the closing date.

Person to contact: BRIGITTA HARRIS
 BUYER 1
 T: (905) 623-3379, ext. 250

5.0 MANDATORY SITE MEETING

All bidders must visit the site to take measurements, inspect all existing conditions and ascertain the amount of work involved.

The site meeting will be held on Tuesday, August 25, 2009 at 10:00 am at 71 Old Kingston Road, Courtice, ON L1E 2R8.

If the above date and time cannot be accommodated, the contractor must contact Brigitta Harris to arrange for another date and time. The Contractor must sign in to indicate that they have visited the site. Only bids submitted by bidders registered as having visited the site will be accepted.

Contractors are to wear appropriate safety equipment (i.e., hard hats and safety shoes) to the site visit. Flashlights are required as there is no electricity at the site and the basement windows have been boarded up due to vandalism.

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

NOTE: An escorted site visit is mandatory. Please note that the Municipality will make arrangements for contractors to visit the site at another date and time.

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

6.0 PRICING

Prices shall be in Canadian Funds, quoted as a lump sum for the demolition process. The price is to include all costs associated with the project (i.e., disposal, transportation, labour, equipment, etc.).

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

Goods and Services Tax and Provincial Sales Tax shall be extra and not shown, unless otherwise specified herein.

7.0 SAFETY

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-Laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor. Without limiting the generality of the foregoing, the Contractor shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a contractor, a Constructor and/or Employer with respect to or arising out of the performance of the Contractor's obligations under this Contract.

8.0 PUBLIC LIABILITY

The successful contractor will indemnify and save harmless the Corporation of the Municipality of Clarington from all loss or the payment of the sums of money by reason of all accidents, injuries or damages to persons or property that may occur in connection therewith.

A certificate of liability insurance (third party) must be provided to the Municipality of Clarington, in the amount of \$3,000,000.00 (three million dollars) naming the Municipality of Clarington as additional insured.

Any damages to any or all properties as a result of the work performed by the contractor, will be repaired at the expense of the contractor to the satisfaction of the Director of Operations or his delegate.

9.0 WSIB – WORKPLACE SAFETY INSURANCE BOARD

The contractor shall maintain coverage and pay all assessments under applicable Workplace Safety and Insurance Board (WSIB) legislation and regulations. A Certificate of Clearance to be submitted prior to commencement of contract and may be requested at any time during the contract. See Schedule "B", Standard Terms and Conditions, Section 22 for details.

10.0 INCOMPLETE WORK

The Municipality reserves the right to have the work completed by others in the event that the Contractor fails to complete the specified work within the time stated in the form of Quotation.

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

11.0 DESIGNATED SUBSTANCE SURVEY

Golder Associates Limited has completed a Designated Substance Survey for 71 Old Kingston Road, Courtice. The audit report was completed in July 2009.

The contractor must ensure the handling of Hazardous Building Materials conforms to current Occupational Health and Safety Regulatory requirements.

Please find attached the Designated Substance Survey prepared by the consultant Golder Associates Limited. For the items noted as hazardous, the contractor must follow the consultant's disposal recommendations.

The presence of elevated lead concentrations in the paint on the door frames on the second floor and the basement have been documented. Lead precautions are to be followed when disturbing and disposing of these materials.

Asbestos-containing materials were not found.

The waste hauler must be licensed to haul the lead contaminated trim and the waste disposal slip is to be provided to the Municipality. Once the lead containing material is removed Mike Williams (cell phone 905 260 0748) is to be contacted so that the premise may be inspected. The inspection must occur prior to demolition.

12.0 BID DEPOSIT

All bid submissions shall be accompanied by a Bid Deposit in the form of a certified cheque, bank draft, money order or cash, payable to the Corporation of the Municipality of Clarington in the amount specified in the table below:

TOTAL AMOUNT OF BID	MINIMUM DEPOSIT REQUIRED
\$20,000.00 or less	\$1,000.00
\$20,000.01 to \$50,000.00	\$2,000.00
\$50,000.01 to \$100,000.00	\$5,000.00
\$100,000.01 to \$250,000.00	\$10,000.00
\$250,000.01 to \$500,000.00	\$25,000.00
\$500,000.01 to \$1,000,000.00	\$50,000.00
\$1,000,000.01 to \$2,000,000.00	\$100,000.00
\$2,000,000.01 and over	\$200,000.00

NOTE: Bid bonds issued by a surety approved by and in a form containing terms satisfactory to the Municipality's Treasurer will be accepted for Quotation valued over \$20,000.00.

Bid deposit must be enclosed in the envelope with your quotation.

All Quotation bid deposits will be returned to the respective bidders within ten (10) days after the Quotations have been opened except those of the two (2) low bidders, which shall be retained by the Municipality of Clarington until the successful bidder has executed the Contract.

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

13.0 SURETY

The Municipality of Clarington reserves the right to hold the bid deposit from the successful vendor as a performance surety until the work has been completed and inspected. If the bid bond is submitted by the successful contractor, a certified cheque/performance surety will be required by the municipality prior to commencing work.

14.0 SUB-CONTRACTING

No sub-contracting will be allowed. Workers are to be supervised by the contractor management personal.

15.0 ADDITIONS OR DELETIONS

Any addition or deletion to this contract price to be negotiated between the successful contractor and the Purchasing Manager and will be based on nature and scope of work, material required and hourly rate.

Any additions and revisions to the contract will be handled as a change order to the purchase order.

16.0 DEMOLITION PERMIT

The request to the appropriate authorities/agencies, for applicable disconnects/locates have been submitted by the municipality. Upon receipt, these will be forwarded to the Municipality of Clarington Building Department, for the issuance of the demolition permit(s). The Municipality of Clarington will provide the successful contractor with the demolition permit.

17.0 TAXES

It is a requirement of the Quotation that the Goods and Services Tax be shown as a separate item in the Quotation. Applicable PST is to be included in the pricing submitted and not shown as a separate item.

18.0 CHARACTER OF WORKERS

18.1 The reference to "workers" refers to workers of the Contractor and includes Corporate Officers.

18.2 The Contractor agrees to employ only orderly, competent, and skilful workers. Whenever the Municipality informs the Contractor in writing that any worker is, in its opinion, incompetent, unfaithful or disorderly, the Contractor will ensure that the worker in question is removed from the work and shall not be further employed on the Contract without the Municipality's written consent.

19.0 CONTRACTOR INFORMATION

Please include with your submission the following: material, expected crew size, equipment to be used, estimated time on site. Any change to start time requires a minimum 48 hours advance notice.

20.0 PROPERTY DAMAGE

Any damage to private or municipal property resulting from the required work will be remediated by the contractor at their cost. Such remediation will include, but is not limited to importation and spreading of clean fill for any pits, holes or ruts sufficient to leave the property in a clean, level and graded condition.

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

21.0 BACK-FILL REQUIREMENTS

Absolutely no material beyond Ministry of Environment standard "clean fill" to be buried on site. In the event of a disagreement between the contractor and the Director of Operations as to the suitability of fill material, the Director of Operations decision is final.

22.0 RELOCATION OF STRUCTURE/SERVICES

Any movement or relocation of structures or services (ie, hydro, gas etc) are the responsibility of the contractor and the costs must be covered in the bid price.

23.0 WORKMANSHIP

In the event of a disagreement between the Director of Operations and the contractor as to required work or level of work to be performed, the Director of Operations decision is final.

24.0 STRUCTURE CONTENTS

The Municipality reserves the right to remove any items from the specified structures (i.e. counters, sinks, etc.).

25.0 LEGAL REQUIREMENTS

No contract shall be awarded to any person or corporation or any affiliate, subsidiary or related person thereto who, or which, has a claim or has instituted a legal proceeding against the Municipality of Clarington or against whom the Municipality of Clarington has a claim or has instituted a legal proceeding with respect to any previous contract.

26.0 AWARD OF CONTRACT

It is the intent of the municipality to award the contract in whole to the one (1) contractor.

27.0 ACCEPTANCE OF QUOTATION

Quotations will be open for acceptance for a period of ninety (90) days after the closing date. After this time elapses, the quotation may only be accepted with the consent of the successful bidder.

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

2. SUBMISSION OF BID

Bid invitation shall be in accordance with the Municipality of Clarington Purchasing By-law #2006-127 and will apply for the calling, receiving, and opening of bids. The Municipality will be responsible for evaluating bids, awarding and administering the contract in accordance with the Purchasing By-law.

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

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

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

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

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

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

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

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

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

3. CONTRACT

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

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

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

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

4. CLARIFICATION OF THE DOCUMENT

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

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

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

5. PROOF OF ABILITY

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

6. DELIVERY

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

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

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

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

Time shall be of the essence of the contract.

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

7. PRICING

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. destination.

Prices shall be firm for the duration of the contract.

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

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

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

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

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

8. TERMS OF PAYMENT

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

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

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

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

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

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

9. PATENTS AND COPYRIGHTS

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

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

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

10. ALTERNATES

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

11. EQUIVALENCY

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

12. ASSIGNMENT AND SUBCONTRACTING

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

13. FINANCING INFORMATION REQUIRED OF THE COMPANY

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

14. LAWS AND REGULATIONS

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

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

15. CORRECTION OF DEFECTS

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

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

16. BID ACCEPTANCE

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

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

The placing in the mail or delivery to the Bidder's shown address given in the bid of a notice of award to a bidder by the Municipality shall constitute notice of acceptance of contract by the Municipality to the extent described in the notice of award.

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

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

17. DEFAULT BY COMPANY

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

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

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

18. CONTRACT CANCELLATION

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

19. QUANTITIES

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

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

20. SAMPLES

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

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

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

21. SURETY

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

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

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

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

22. WORKPLACE SAFETY AND INSURANCE BOARD

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

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

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

23. INSURANCE

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

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

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

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

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

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

24. LIABILITY

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

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

25. VISITING THE SITE

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

26. SAFETY

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

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

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

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

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

27. UNPAID ACCOUNTS

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

28. SUSPENSION OF WORK

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

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

29. CHANGES IN THE WORK

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

30. CONFLICT OF INTEREST

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

31. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

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

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

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

32. CRIMINAL BACKGROUND CHECKS

“The successful service provider covenants and agrees to provide the Municipality of Clarington, or such other entity as the Municipality may designate, with written consent to perform a criminal background check including Criminal Code (Canada) convictions, pardoned sexual offences, records or convictions under the Controlled Drugs and Substances Act, Narcotics Control Act and Food and Drugs Act and all outstanding warrants and charges for every individual who may come into direct contact with youth or who are permitted entrance to private or restricted areas or residences. This will be done at no cost to the Municipality and any such requested document will be submitted to the Municipality in its true form in advance of commencement of work.

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

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

SCHEDULE (C) CONTRACTOR SAFETY

POLICY AND PROCEDURE

POLICY:

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

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

DEFINITIONS:

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

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

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

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

Constructor - means a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project himself or by more than one employer.

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

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SCHEDULE (C) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

PROCEDURE:

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

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

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SCHEDULE (C) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

PROCEDURE:

- k) The Purchasing Department will maintain current certificates of clearance until all monies owing have been paid to the contractor.

- l) Responsibility for ensuring contractor compliance to this policy falls upon the project manager or designate. This will include identification, evaluation and control practices and procedures for hazards and follow-up and issuing of Contractor Health and Safety Warning/Stop Work Orders.

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SCHEDULE (C) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

Section "A"

HEALTH AND SAFETY PRACTICE FORM

To Contractor(s):

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

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

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

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

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

.....
 - Has the contractor received any Ministry of Labour warnings or orders in the last two years? (If the answer is yes, please include the infraction).
- _____
- _____
- _____
- Confirmation of Independent Operator Status
 - The WSIB independent operator number assigned: _____

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

SCHEDULE (C) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

CONTRACTOR'S STATEMENT OF RESPONSIBILITY

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

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

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SCHEDULE (C) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

CONTRACTOR ACCEPTANCE

Schedule "C" Contractor Safety – Policy Procedures, Health & Safety Practice, Pages 18 – 25 have been reviewed and accepted by the contractor.

Contractor

Name of Person Signing for Contractor

Signature of Contractor

Date

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SCHEDULE (C) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

Section "B"

CONTRACTOR HEALTH AND SAFETY WARNING/STOP WORK ORDER

The purpose of this form is to: (Issuer to check one of the following)

- ☐ Provide warning to the contractor to immediately discontinue the unsafe work practices, if it affects our workplace, described below.
- ☐ Direct the contractor to immediately cease all work being performed under this contract due to the unsafe work practice described below.

FAILURE TO COMPLY WITH THIS WARNING/STOP WORK ORDER SHALL CONSTITUTE A BREACH OF CONTRACT.

PART "A" - DETAILS OF CONTRACT

CONTRACTOR/P.O. # _____

DESCRIPTION:

NAME OF FIRM: _____

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SCHEDULE (C) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

PART "B" - DETAILS OF INFRACTION (TO BE COMPLETED BY ISSUER)

DATE AND TIME OF INFRACTION _____			
DESCRIPTION OF INFRACTION, INCLUDING LOCATION:			

ORDER GIVEN BY MUNICIPALITY:			

DID THE CONTRACTOR COMPLY WITH THIS ORDER?			

DATE AND TIME OF COMPLIANCE:			

ISSUED TO:		_____	
CONTRACTOR'S EMPLOYEE	TITLE	_____	
ISSUED BY:		_____	
MUNICIPAL EMPLOYEE	DEPARTMENT	TITLE	

PART "C" - ADDITIONAL COMMENTS

THIS SECTION TO BE USED INTERNALLY TO RECORD ADDITIONAL COMMENTS SUBSEQUENT TO ISSUING THE WARNING/STOP WORK ORDER, I.E. DATE AND TIME WORK RESUMED, FURTHER ACTION TAKEN, ETC.

SCHEDULE (D) SPECIFICATIONS

SCOPE OF WORK

To supply all necessary labour, materials and equipment to provide demolition services (i.e., dismantling, demolition, removal, disposal and site restoration) for the municipal owned residential property located at 71 Old Kingston Road Courtice, Ontario L1E 2R8.

GENERAL REQUIREMENTS

General

- Demolish existing structures as identified above.
- No explosives are to be used.
- All building materials and debris are to be completely removed from site.
- All asphalt drives and concrete walks (if any) are to be completely removed from the site.
- All property line fences (if any), are to remain on site.

Backfill and Surface Materials

- The Contractor is encouraged to recycle as many materials as possible from the demolition. All backfill materials shall be clean fill earth material as approved by the Municipality.

Miscellaneous Requirements

- The Contractor shall not burn any trash or debris on the demolition site.
- The Contractor shall ensure the roads and sidewalk are kept clean at all times.
- The Contractor shall not obstruct or deposit any material on the Municipal road allowance without first obtaining permission from the Municipality of Clarington.
- The adjoining properties shall be protected in an adequate manner. No access over these properties will be permitted without first obtaining the owner's consent.

Utilities

Before commencing any work, the Municipality of Clarington shall make the necessary arrangements with the proper authority to have all gas, water, telephone, electrical and other services cut off. The Contractor shall sever all sewer services and properly cap same at the nearest point to the property line. After the capping is complete, the Contractor shall notify the Municipality's Building Division for inspection prior to backfilling.

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SCHEDULE (D) SPECIFICATIONS (continued)

Existing Underground Utilities

The Contractor will be totally held responsible for damages to all underground utilities and the municipalities' piping systems. No claim whatsoever shall be entertained from the Contractor in these regards.

Permits

The Contractor shall, at his own cost, obtain all necessary permits, pay all fees and charges and comply with all building, fire and health laws, rules and regulations applicable to the demolition of buildings, preservation of public health and safety.

The Contractor shall also comply with all other applicable Provincial Laws and Regulations pertaining to demolition and the disposal and transportation of waste material to and from the site.

The request to the appropriate authorities/agencies, for applicable disconnects/locates has been submitted by the municipality. Upon receipt, these will be forwarded to the Municipality of Clarington Building Department, for the issuance of the demolition permit. The Municipality of Clarington will provide the demolition permit.

No work shall be permitted on the demolition project until the above measures are in place. The Contractor will be responsible for the safety and security of the site for the duration of the project.

No demolition or dismantling of any part of the structure shall be commenced until the Demolition Permit has been issued by Municipality of Clarington.

Health & Safety

The manner in which demolition is carried out will be governed by the requirements of the Occupational Health and Safety Act & Environmental Protection Act and Regulations thereunder, current at the time of demolition, in addition to the current Building Code Act, and any other applicable law together with the additional requirements by the Municipality of Clarington as contained herein. It is noted that the Occupational Health and Safety Act, as amended, and Regulations thereunder, where applicable, will govern the execution of this project.

Public Way Protection and Fencing

Appropriate measures to protect the public shall be taken including the erection of suitable barriers to protect the sidewalks adjacent to the subject building and property, in accordance with the applicable requirements of the Ministry of Labour. All such sidewalks must remain open to unobstructed pedestrian traffic until all work as described herein, is completed and acceptable to the Municipality of Clarington.

The other boundaries shall be fenced to the satisfaction of the Municipality of Clarington and as required by the appropriate Provincial requirements, to ensure that the entire site is protected against unauthorized entry.

The general public shall be prohibited from accessing any part of demolition area.

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SCHEDULE (D) SPECIFICATIONS (continued)

Hazardous Waste Disposal

The Contractor shall remove all hazardous wastes from the job site. Common examples of household hazardous waste include medicines, household batteries, butane lighters and cylinders, transmission fluid, brake fluid, car wax, diesel, kerosene, car batteries, gasoline, windshield washer, motor oil, antifreeze, glues, cements, paints, thinners, turpentine, paint strippers, stains and preservatives, rust removers, ammonia, aerosols, drain openers, oven cleaners, fire extinguishers, fertilizers, weed and bug killers, propane tanks and cylinders, pool chemicals, syringes, fluorescent tubes and thermometers.

Once all of the hazardous waste materials have been removed, the Contractor shall dispose of same at his cost via a licensed hazardous waste disposal contractor.

The location or other form of disposal shall be in accordance with Ministry of Environment Guidelines, the Environmental Protection Act and the regulations.

SPECIFIC DEMOLITION REQUIREMENTS

The following describes the structure to be demolished.

- Two (2) storey brick building, 1600 ft².
- Unfinished basement 615 ft².
- 8 foot high ceiling.
- The house has furniture, appliances and other materials inside the premise. The contractor is responsible to remove and dispose of all existing contents.
- Removal and disposal of asphalt driveway.
- Well water and septic: The lot is not serviced by municipal water, however, a dug well is on site and must be decommissioned in accordance with the M.O.E. regulations; The well is a depth of approximately 9 feet. Measurement to be verified by the contractor.
- Septic system present. The septic tank is to be pumped dry and removed. The hole may be filled in with rubble from the demolition; however this must be done in accordance with OPSS 206 and 501. The size and location of the septic tank is unknown
- Oil furnace and oil tank present. The oil furnace is to be removed and the oil tank needs to be pumped empty and then removed from the site. The disposal of the tank contents must be in adherence with the Ministry of Environment's requirements (i.e., furnace oil).
- Basement/foundation walls to be demolished to a level approximately 600 mm below grade.
- The stone foundation is original, the Clarington Heritage Committee (CHC) would like the stones removed from the basement and placed on the property so that they may be used as landscaped feature as part of any future parkland development. The contractor is to separate 30 (thirty) stones from the foundation wall. The cement rubble is to be removed from the stones. The stones are to be stored at the back of the property so that they do not interfere with the grading and levelling of the lot following the demolition.

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SCHEDULE (D) SPECIFICATIONS (continued)

- The property has a sloping grade. The removal of the stone foundation will create an unacceptable slope to the property. The contractor must fill the hole to ensure that the property grade is level and safe.
- Backfill should be compacted in layers in accordance with OPSS 206 and 501 and not simply dumped into the basement and levelled off and compacted. Compaction will be in 150 mm lifts.
- Use of Granular B Type One to be used for site backfill within 150 mm of finished grade.
- Four (4) to Six (6) inches of topsoil and grass seed (raked in) will be applied to area of all properties, where dwelling(s) and/or other structures (i.e., well, septic tank) have been removed and where the ground has been disturbed during the demolition process.
- The requirement for the ground to be graded and grass seed applied should be completed after demolition by the requested completion date.
- Site to be secured if required by utilizing portable steel fencing components and or wood fencing.
- When/where possible, all mature trees to remain on site.
- Work to be completed no later than September 30, 2009.

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SCHEDULE (E)

QUOTATION FORM

QUOTATION REQUEST

Closing Time and Date (Local Time): **4:00:00 P.M. (local time), Tuesday, September 1, 2009**

Reference/Purchasing Manager: Jerry D. Barber.
Phone (905) 623-3379

Date: August 13, 2009

Quotations are invited for the following goods/services and/or projects specified herein and associated documents, plans and specifications. Complete in full, all blanks where provided and return one copy and/or set in the envelope provided. Bid deposits and/or agreement to bond, if required, must accompany the Quotation submission under same cover and envelope. Bids must be received at the office of the Purchasing Manager, Corporation of the Municipality of Clarington, 40 Temperance Street, Bowmanville, Ontario L1C 3A6, by the closing date and time. Late bids will not be accepted. Any or all Quotations may be accepted in whole or in part and the lowest or any Quotation not necessarily accepted.

Quotations must comply and conform to all regulations, terms conditions and instructions specified in By-law #2006-127 of the Corporation of the Municipality of Clarington.

ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICES
Prices bid shall be payable in Canadian Funds, F.O.B. destination, unless otherwise indicated. Ontario Retail Sales tax and the Federal Goods and Services Tax, if applicable, shall be quoted as a separate item.			
I/We hereby agree to supply all necessary labour, materials, equipment, preparation and supervision to complete this contract, as per all terms, conditions and specifications set forth herein for the prices bid. I/We acknowledge receipt of Addenda numbered ____ to ____ issued during the bidding period.			
1	Lump Sum Price to provide Demolition Services for 71 Old Kingston Road, Courtice, Ontario as per the specifications, terms and conditions herein. G.S.T. EXTRA TOTAL BID PRICE		\$ _____ \$ _____ \$ _____
Timing is of the essence, and may be a consideration in the award of this contract. Please specify a time frame, in which you could be on site, following the award of the contract. _____, with completion date no later than September 30, 2009.			
GUARANTEED DELIVERY OR COMPLETION DATE UPON RECEIPT OF OFFICIAL ORDER		CASH DISCOUNT AND TERMS	
ORIGIN OF GOODS: CITY & COUNTRY		GOODS TO BE SHIPPED FROM CITY & COUNTRY	

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING DIVISION

71 OLD KINGSTON ROAD, COURTICE DEMOLITION SERVICES

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SCHEDULE (E)

QUOTATION FORM (continued)

QUOTATION REQUEST

It is understood, by signing and submitting this Quotation, the undersigned is/are fully aware of the requirements outlined herein. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this Quotation.

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

FIRM NAME:(Bidder)		AUTHORIZED SIGNATURE	
ADDRESS:		PRINT NAME:	
POSTAL CODE:			
TELEPHONE:		TITLE:	
FAX NUMBER:		DATED:	

END

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SCHEDULE (F)

INFORMATION SHEETS

NOTICE OF "NO BID"

CLOSING DATE: **TUESDAY, SEPTEMBER 1, 2009**

IMPORTANT - PLEASE READ THIS

It is important to the Municipality to receive a reply from all invited bidders. There is no obligation to submit a Quotation, however, should you choose not to bid, completion of this form will assist the Municipality in determining the type of goods or services you are interested in bidding on in the future.

INSTRUCTIONS

If you are unable, or do not wish to bid on this Quotation please complete the following portion of this form. State your reason for not bidding by checking yes or no in the applicable line or by explaining briefly in the space provided. It is not necessary to return any other Quotation documents. Just return this completed form in the enclosed Quotation envelope prior to the official closing time and date.

- | | Yes/No |
|---|--------|
| 1. We do not manufacture/supply this commodity | _____ |
| 2. We do not manufacture/supply to this specification | _____ |
| 3. Unable to quote competitively | _____ |
| 4. Cannot handle due to present plant loading | _____ |
| 5. Quantity/job too large | _____ |
| 6. Quantity/job too small | _____ |
| 7. Cannot meet delivery/completion requirements | _____ |
| 8. Agreements with distributors/dealers do not permit us to sell directly | _____ |
| 9. Licensing restrictions | _____ |

Other reasons or additional comments:

Do you wish to bid on these goods/services in the future? Yes/No

For Municipality Use Only
Do Not Write In This Space

Company
Name: _____

Address: _____

Telephone: _____

Position: _____

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SCHEDULE (F) INFORMATION SHEETS

PURCHASING OFFICE

REFERENCES

BIDDER'S REFERENCES

Year	_____
Description of Contract	_____
Name of Organization	_____
Contact Person	_____
Telephone Number	_____
Value of Contract	_____
Year	_____
Description of Contract	_____
Name of Organization	_____
Contact Person	_____
Telephone Number	_____
Value of Contract	_____
Year	_____
Description of Contract	_____
Name of Organization	_____
Contact Person	_____
Telephone Number	_____
Value of Contract	_____

Please provide detail as to bidder's financial responsibility, (banker, etc.), references, auditor's name and address, etc.,

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71 OLD KINGSTON ROAD, COURTICE DEMOLITION SERVICES

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SCHEDULE (G) QUESTIONS FOR CLARIFICATION

FAX COVER PAGE

QUESTIONS FOR CLARIFICATION

Q2009-29
71 OLD KINGSTON ROAD, COURTICE DEMOLITION SERVICES

TO: Brigitta Harris, Buyer 1
 The Municipality Of Clarington
 Purchasing Office
 40 Temperance Street
 Bowmanville, Ontario L1C 3A6

DATE: _____

TIME: _____

FAX NUMBER: (905) 623-3330

FROM: Company Name: _____

Contact Name: _____

Telephone: _____ Fax: _____

Reference to Section _____ on Page Number _____ of this Quotation.

Question: _____

Total Number of Pages including cover _____.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING DIVISION

71 OLD KINGSTON ROAD, COURTICE DEMOLITION SERVICES

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SCHEDULE (H)

ADDRESS LABEL

**PLEASE FIRMLY AFFIX THIS ADDRESS LABEL TO THE ENVELOPE
CONTAINING YOUR SUBMISSION FOR SUBMITTING BY MAIL OR COURIER.**

-----cut here-----

QUOTATION ENVELOPE

RETURN NAME:

NAME.....

ADDRESS.....

.....

TELEPHONE.....

**CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE
40 TEMPERANCE ST.
BOWMANVILLE, ONTARIO
L1C 3A6**

QUOTATION NUMBER: Q2009-29

SPECIFICATION: **71 OLD KINGSTON ROAD, COURTICE DEMOLITION
SERVICES**

SEALED BID

CLOSING TIME & DATE: 4:00:00 p.m. TUESDAY, SEPTEMBER 1, 2009

-----cut here-----

Note:

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

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