



THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON PURCHASING DIVISION

TENDER CL2009-28 GUIDERAIL INSTALLATION

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CLOSING TIME & DATE: 2:00:00 P.M (LOCAL TIME)
TUESDAY, SEPTEMBER 1, 2009

NOTICE TO BIDDERS

- 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 TENDER/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 TENDER
 - THE LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED
- * TENDER OPENING MEETING IS SCHEDULED TO TAKE PLACE AT 2:15:00 PM AFTER THE CLOSING TIME AND DATE, IN MEETING ROOM #1, MAIN FLOOR, 40 TEMPERANCE STREET, BOWMANVILLE, ONTARIO, AND INTERESTED BIDDERS ARE INVITED TO ATTEND.
- * TENDERS MUST BE RETURNED ON THE FORMS PROVIDED AND IN THE ENVELOPE SHOWING THE FIRM NAME, TENDER NUMBER AND TENDER NAME OR BY USING THE ADDRESS LABEL ATTACHED TO THIS TENDER.

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

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

GUIDERAIL INSTALLATION

**SCHEDULE (A)
GENERAL CONDITIONS**

SCOPE OF WORK:

This contract will cover the installation of steel beam guiderail at two locations within the Municipality of Clarington under the conditions outlined herein and at the unit prices indicated in Schedule (F), Pricing Schedule.

INQUIRIES:

Inquiries concerning General Conditions shall be directed to:

Jerry D. Barber, C.P.P.O.
Purchasing Manager
(905) 623-3379, extension 402

OR Brigitta Harris, C.P.P.
Buyer 1
(905) 623-3379, extension 250

Inquiries concerning Specifications shall be directed to:

Ian Roger, P.Eng
AECOM
Project Engineer
(905) 668-4021, extension 2342

No claim will be allowed for lack of description, conditions or facilities in this specification.

SITE VISIT:

Tenderers are expected to arrange and schedule visits on their own time to all locations to make themselves familiar with all particulars involved. No claim will be allowed for lack of description, conditions, specifications and facilities referred or associated with this tender.

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

GUIDERAIL INSTALLATION

SCHEDULE (A)

GENERAL CONDITIONS (continued):

TENDER DELIVERY & OPENING

Tenders 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
Office of the Clerk
40 Temperance Street
Bowmanville, Ontario**

until the specified closing time and date of:

**2:00:00 P.M. Local Time
Tuesday, September 1, 2009**

Any Tender 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 Tender will be at the risk of the Bidder. The Tender must come into the possession of the above-mentioned representative of the Municipality before the deadline for submission or the Tender will be returned to the Bidder unopened.

In the event that the Tender 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 Tenders 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 Tenders are delivered to the Municipal Clerk, Clerks Office, 2nd Floor, before the deadline for submission, in accordance with the submission instructions. Misdirected Tenders received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted Tenders by telephone, fax or electronically will not be considered.

The Municipality shall not be liable for any cost of preparation or presentation of Tenders, and all Tenders 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 Tender, nor for the Contract negotiations whether they are successful or unsuccessful.

QUALITY AND WORKMANSHIP:

The material must conform to the specifications as outlined, prior to payment for the work performed.

The workmanship and quality of work shall be first class in all respect, and shall be subject to inspection and approval by the Director of Operations or his delegate of the Corporation of the Municipality of Clarington.

Acquisition of reference copies of M.T.C. specifications will be the responsibility of the bidder and the Municipality of Clarington will not provide copies as part of this tender.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (A)
GENERAL CONDITIONS (continued):

BID / TENDER DEPOSIT:

All tender 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 tenders valued over \$50,000.00.

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

All tender bid deposits will be returned to the respective bidders within ten (10) days after the Tenders 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.

PRICES:

All blank spaces must be bid including all areas provided for unit prices, extensions and total bid.

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

SALES TAX:

Any applicable Provincial Sales Tax to be shown extra where indicated on the pricing schedule. The Federal Goods and Services Tax to be shown extra where indicated on the pricing schedule.

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

GUIDERAIL INSTALLATION

**SCHEDULE (A)
GENERAL CONDITIONS (continued):**

PAYMENT AND QUANTITIES:

Payments will be made based on the unit prices tendered, as measured by the Municipality of Clarington in conjunction with the contractor on the completed repairs.

Cost calculation shall be based on metric units and detail such calculations for accounting purposes, and shall include all measurements of width to nearest tenth of meter.

ADJUSTMENT TO CONTRACT:

Without invalidating the contract, the Municipality of Clarington may add or subtract to the contract in the amount of not exceeding thirty percent (30%) to adjust to the actual work to be performed based on the unit tendered prices only and are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only. The Municipality shall have the right, which may be exercised from time to time to cancel an uncompleted or unperformed portion of the work or part thereof.

BUDGET APPROVAL:

Award of this Tender/Quotation/Request for Proposal is subject to Council approval and funds available within the Capital and/or Operating budgets.

INSURANCE:

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).

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.

WORKPLACE SAFETY AND 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.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (A)
GENERAL CONDITIONS (continued):

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.

SUB-CONTRACTING:

Sub-contracting will be allowed under this contract, with the successful bidder assuming all responsibility for scheduling and successful completion of all work specified herein. Subcontractors are to be identified on Page 36, where indicated. The Municipality of Clarington reserves the right to accept or reject any or all subcontractors, which ever is in their best interest.

CONTRACT TIME AND LIQUIDATED DAMAGES

(1) Time

Time shall be the essence of this Contract.

For purposes of this Contract, GC1.04 of the General Conditions is revised, in that Contract Time means the time stipulated herein for Completion of the Work as defined in Clause GC1.06.

(2) Progress of the Work and Contract Time

The Contractor shall complete the works of this Contract as defined in GC1.06 of the General Conditions in its entirety within **four (4) weeks** of the date of the official notification to commence work.

If the contract time above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the contract time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

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

GUIDERAIL INSTALLATION

SCHEDULE (A)

GENERAL CONDITIONS (continued):

If the Contractor is delayed in the completion of the work by reason of:

- (i) any breach of contract or prevention by the Owner, by any other Contractor of the Owner or by any employee of any one of them;
- (ii) non-delivery of materials supplied by the Owner;
- (iii) any cause beyond the reasonable control of the Contractor as substantiated by him to the satisfaction of the Contract Administrator.

The time for completion shall be extended in writing at any time on such terms and for such period as shall be determined by the Contract Administrator and notwithstanding such extension; time shall continue to be deemed of the essence of this Contract.

(3) Liquidated Damages

In case the Contractor shall fail to complete the works hereunder, in accordance with the specifications and to the satisfaction of the Engineer, within the time specified, the Contractor shall pay to the Corporation the full cost of Inspectors' wages and the cost of other supervision for each and every day that the work shall remain unfinished after the respective time specified as part of the liquidated damages. Based on an average 12 hour weekday, it is estimated that these liquidated damages would be approximately \$1,000.00/day. It should be noted however, that the liquidated damages will be based on any and all actual costs incurred by the Corporation.

The Corporation may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor.

STAFFING:

The successful bidder for this work shall have had previous successful experience and the contractor's crew shall be under the supervision of a competent and experienced foreman.

LOCATIONS:

Drawings are provided with the locations of the bridges to be repaired.

NOTE TO ALL BIDDERS

Contractors to complete Bidders Experience Form (References), Schedule (H), of this tender and return with completed tender.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (B) STANDARD TERMS AND CONDITIONS

POLICY AND PROCEDURE

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.

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

GUIDERAIL INSTALLATION

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.

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

GUIDERAIL INSTALLATION

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.

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 CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE**

GUIDERAIL INSTALLATION

SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

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.

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

GUIDERAIL INSTALLATION

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;

**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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GUIDERAIL INSTALLATION

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.

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

GUIDERAIL INSTALLATION

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.

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

GUIDERAIL INSTALLATION

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.

**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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GUIDERAIL INSTALLATION

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.

**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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GUIDERAIL INSTALLATION

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 contract 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.”

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (C) CONTRACTOR SAFETY

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.

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

GUIDERAIL INSTALLATION

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 Tender, 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 Tender 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 Tender 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.

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

GUIDERAIL INSTALLATION

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.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

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).

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

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/Tender, 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.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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GUIDERAIL INSTALLATION

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

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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GUIDERAIL INSTALLATION

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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PURCHASING OFFICE

GUIDERAIL INSTALLATION

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.

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GUIDERAIL INSTALLATION

SCHEDULE (D) SPECIFICATIONS

TRAFFIC CONTROL – ITEMS A1 AND B1

The Contractor shall maintain a minimum of one lane of vehicular traffic during working hours and two lanes of vehicular traffic during non-working hours. Traffic shall be under the control of Traffic Control Persons during all traffic restrictions.

Prior to commencement of the work, the Contractor shall prepare and submit a traffic management plan to the Owner at the pre-construction meeting for approval.

The Contractor shall maintain the local roads through the duration of the contract free of mud, dust, debris, potholes, etc. caused by the work.

The Contractor shall maintain at all time safe vehicular access to local residences for the duration of the contract.

All work necessary to ensure vehicular access to local residences shall be the responsibility of the Contractor at no additional cost to the Owner.

The Contractor shall supply and maintain all traffic control signing in accordance with OPSS 543, and the Occupational Health and Safety Act (OHSA). The Contractor shall conform to the Ontario Traffic Manual Book 7, Ministry of Transportation of Ontario.

Payment

Payment on a lump sum basis under this item shall be full compensation for all labour, equipment and material required for traffic control.

SITE PREPARATION – ITEMS A2 AND B2

Under these Items and for the Contract price, the Contractor shall supply all labour, equipment and materials required to complete the following works in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator:

- a) Clearing and grubbing all trees, stumps and brush to accommodate widening of roadway embankments and installation of the guide rail, as required;
- b) All equipment, labour and materials required to strip the roadway embankments to allow for widening of the shoulders and installation of the new guide rail posts, as shown on the drawings and as directed by the Contract Administrator.
- c) Removing and disposing of all obstacles of the nature of guide rail and posts, rubble, boulders, timbers, etc., not specifically provided for under other Tender Items, to accommodate the installation of the new guide rail on the approaches;
- d) Clean-up and all incidental work not included in specific Tender Items.

All old posts, brush, logs, stumps and other debris resulting from the Contractor's operations under this Item shall be disposed of by the Contractor off site at a location to be arranged by the Contractor at no additional cost to the Municipality and to the satisfaction of the Contract Administrator. Burning of trees, brush and other debris will not be permitted within the limits of the contract.

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GUIDERAIL INSTALLATION

SCHEDULE (D) SPECIFICATIONS (continued)

In addition to the work required herein and further described under OPSS 201, the Contractor shall remove and dispose of all boulders within the limits of the required clearing and grubbing operation. All boulders encountered under these operations shall be disposed of away from the site at no additional cost to the Municipality.

Any damage caused by the Contractor's operations to the surrounding property shall be repaired by the Contractor at no additional cost to the Municipality and the Contract Administrator.

All removals from the site shall remain the property of the Contractor to be disposed of by the Contractor off the limits of the Contract, at a location arranged for by the Contractor at his own expense and to the satisfaction of the Contract Administrator. When hauling rubble, excavated material or fill materials from or to the site, the Contractor shall comply with the requirements of the Highway Traffic Act.

Suitable excavated earth material shall be used as fill material for the roadway and embankment construction to the extent as shown on the Drawings. The Contractor shall be responsible for making all necessary arrangements to secure areas for stockpiling surplus excavated materials, at his own expense, and to the satisfaction of the Contract Administrator.

Materials excavated under these Items which are surplus to or unsuitable for the fill requirements shall be disposed of by the Contractor at his own expense, and to the satisfaction of the Contract Administrator.

All trees, shrubs and other vegetation as designated by the Contract Administrator to be saved shall be carefully protected from danger or injury, during all construction operations by means of a snow fence at the dripline of the trees or as directed by the Contract Administrator. The Contractor may be required to cut only certain selected trees on certain areas, leaving the rest of the trees in the indicated areas unharmed.

The price tendered for these Items shall be compensation in full for all work associated with this Item.

Work under these Items shall not commence without prior approval in writing from the Contract Administrator.

SINGLE RAIL STEEL BEAM GUIDERAIL – ITEMS A3 AND B3

Under these Items and for the Contract unit prices, the Contractor shall supply all equipment, labour and materials necessary for the supply and installation of new steel beam guide rail, in accordance with OPSS 552, as shown on the drawings and as directed by the Contract Administrator.

Installation of the steel beam guide rail will include the following work:

- a) Supply and installation of the guide rail, posts, bolts, etc., as required to complete the installation of the new guide rail, as shown on the drawings and as directed by the Contract Administrator.
- b) All equipment, labour and materials required to widen and re-grade the roadway embankments to allow for installation of the new guide rail posts, as shown on the drawings and as directed by the Contract Administrator.

The Contractor shall dispose of all excavated materials which are unsuitable for or in excess of the fill requirements under this Contract, at a location arranged for by the Contractor at his own expense and to the satisfaction of the Contract Administrator.

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GUIDERAIL INSTALLATION

SCHEDULE (D) SPECIFICATIONS (continued)

DOWELS INTO CONCRETE – ITEM A4

The Contractor shall supply all labour, equipment and materials required to supply and install dowels into concrete, as shown on the Drawings and as directed by the Contract Administrator.

Payment for these Items at the Contract unit prices shall include:

- a) Core drilling into the existing concrete and grouting in dowels as shown on the Drawings.
- b) Supply and installation of all galvanized threaded rods, nuts and washers.

Grout shall be the Hilti HIT HY-150 Adhesive System, or approved equal, and shall be used in accordance with the manufacturer's recommendations and as directed by the Contract Administrator. The holes shall be pre-dampened for a period of one hour and free water shall be removed prior to application of the grout.

The holes shall be free of dust and debris immediately prior to placement of the anchoring agent. When the anchoring agent fails to fill the hole after insertion of the dowel, additional anchoring agent shall be added to fill the hole. Holes that are started but not complete because reinforcing steel is encountered shall be cleaned and filled with an approved patching material.

All debris resulting from the operation shall be disposed of as specified elsewhere in the Contract.

GUIDERAIL BASES – ITEM A5

Payment for this Item at the Contract price will include the following work:

- a) Supply and installation of guiderail post bases in accordance with OPSD 912.105, including connection bolts, etc. as required to provide a complete structure as shown on the Drawings and as directed by the Contract Administrator.
- b) Placing and curing of grout as required to provide a level bearing surface for the post bases as directed by the Contract Administrator.

EXTRUDER TERMINAL SYSTEM – ITEMS A6 AND B4

Payment for these Items at the Contract unit prices will include the following work:

- a) Supply and installation of all new materials in a professional manner, complete.
- b) Supply and installation of high intensity object markers in accordance with OPSD-922.530.
- c) All equipment, labour and materials required to widen and re-grade the roadway embankments to allow for installation of the end treatments, as shown on the drawings and as directed by the Contract Administrator.

The Contractor shall dispose of all excavated materials which are unsuitable for or in excess of the fill requirements under this Contract, at a location arranged for by the Contractor at his own expense and to the satisfaction of the Contract Administrator.

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GUIDERAIL INSTALLATION

SCHEDULE (D) SPECIFICATIONS (continued)

GRANULAR 'A' – ITEMS A7 AND B5

Under these Items and for the Contract unit prices, the Contractor shall supply, place and compact in accordance with OPSS 501, the granular materials required for the shoulders and embankment widening, as shown on the Drawings and as directed by the Contract Administrator. All granular materials shall be compacted to 100 Percent Standard Proctor Density.

Water shall be applied to the materials to assist compaction, as directed by the Contract Administrator and shall also be included in the Contract unit prices.

The Authority reserves the right to increase or decrease the tender quantity or to delete this item from the Contract in its entirety.

TOPSOIL (IMPORTED) – ITEMS A8 AND B6

Under these Items and for the Contract unit prices, the Contractor shall supply and place imported topsoil over the areas to be seeded to a minimum consolidated depth of 100 mm in accordance with OPSS 570. The quality of topsoil provided by the Contractor will be subject to the Contract Administrator's approval. Areas to be seeded will be as directed by the Contract Administrator.

Measurement under these Items shall be made by the square metre.

Payment for this Item at the Contract unit price shall be full compensation for the supply and placement of the topsoil, all to the satisfaction of the Contract Administrator.

SEED AND EROSION CONTROL BLANKET – ITEMS A9 AND B7

The Contractor shall be responsible for the care of all completed seed and erosion control blanket for a period of one year following construction. During this period any defective areas shall be repaired by the Contractor, at his own expense. Seed type shall be the Salt Tolerant Mix as specified in Table 1 of OPSS 572.

Measurement of seed and erosion control blanket shall be in square metres of material acceptably supplied and installed.

Payment for this Item at the unit price bids shall be payment in full for all labour, equipment, and materials to satisfactorily complete the work in accordance with OPSS 572.

LIGHT DUTY SILT FENCE BARRIER – ITEMS A10 AND B8

Under these Items and for the Contract unit prices the Contractor shall supply, install, maintain and remove light duty silt fence barrier, as shown on the Drawings and as directed by the Contract Administrator.

Payment for this Item at the Contract unit price will include the following work:

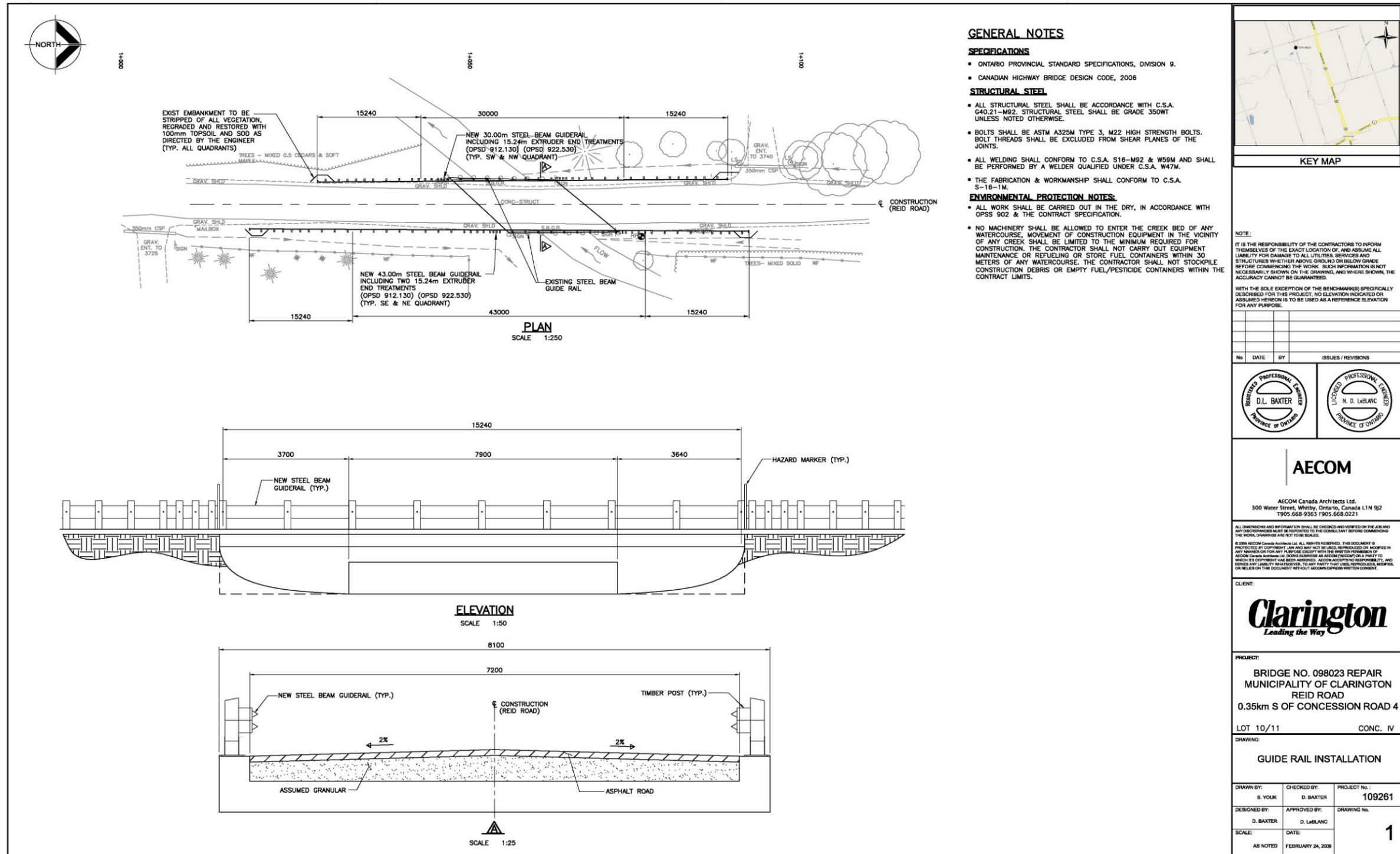
- a) Excavation to facilitate supply and installation of silt fence prior to any construction commencement at locations shown on Contract Drawings.
- b) Maintenance of silt fence and reinstatement as required during construction.
- c) Removal of all material related to the above work off site upon completion of the Contract.
- d) Restoration "in kind" of disturbed areas to the satisfaction of the Contract Administrator.

**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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GUIDERAIL INSTALLATION

SCHEDULE (E)	MAPS and DRAWINGS
STANDARD NO.	DESCRIPTION
OPSD - 202.030	EMBANKMENT WIDENING FOR GUIDE RAIL END TREATMENTS AND TRANSITIONS
219.110	LIGHT-DUTY SILT FENCE BARRIER
912.101	GUIDE RAIL SYSTEM, STEEL BEAM RAIL COMPONENT
912.104	GUIDE RAIL SYSTEM, STEEL BEAM STEEL POST WITH WOODEN OFFSET BLOCK COMPONENT
912.105	GUIDE RAIL SYSTEM, STEEL BEAM BASE PLATE COMPONENT
912.130	GUIDE RAIL SYSTEM, STEEL BEAM STEEL POST WITH WOODEN OFFSET BLOCK ASSEMBLY INSTALLATION – SINGLE RAIL
912.140	GUIDE RAIL SYSTEM, STEEL BEAM WOOD POST ASSEMBLY INSTALLATION – SINGLE RAIL
922.530	ENERGY ATTENUATOR, END TREATMENT EXTRUDER TERMINAL SYSTEM WITH WOODEN POSTS, INSTALLATION
922.532	ENERGY RAIL ENERGY ATTENUATOR, END TREATMENT EXTRUDER TERMINAL SYSTEM WITH STEEL POSTS, INSTALLATION
Bridge 98023	Drawing 1
Culvert 98031	Drawing 1

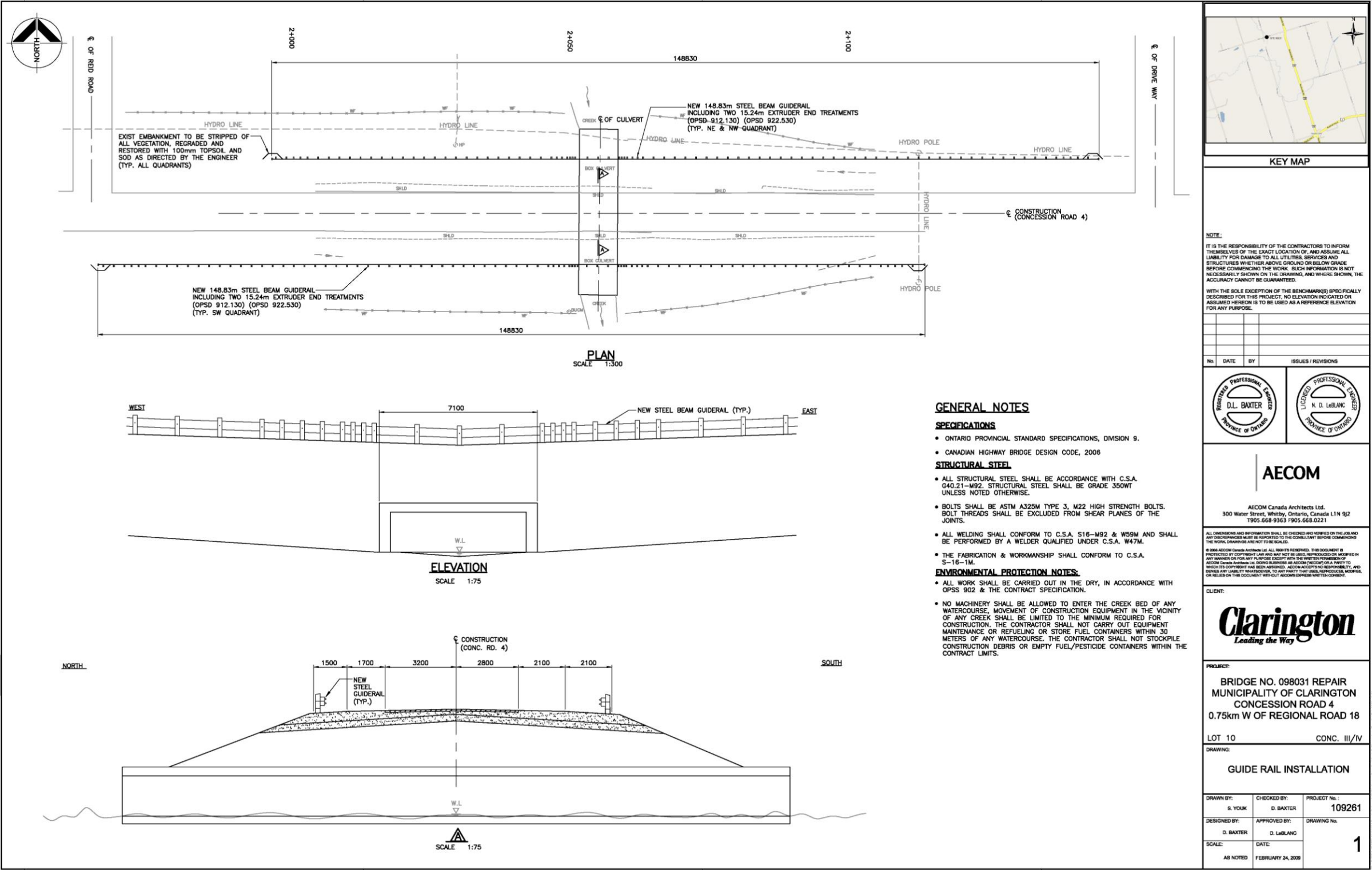
SCHEDULE (E) MAPS and DRAWINGS



THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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SCHEDULE (E) MAPS and DRAWINGS



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SCHEDULE (F) PRICING SCHEDULE

"Spec No." The numbers in this column refer to applicable issue of Ontario Provincial Standard Specifications
"SP" Refers to Specifications

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
PART A – Bridge 98023						
A1	543 SP	Traffic Control	1	LS	\$	\$
A2	201,206 510,SP	Site Preparation	1	LS	\$	\$
A3	552 SP	Single Rail Steel Beam Guide Rail (OPSD 912.140)	75	m	\$	\$
A4	904, 908 SP	Dowels into Concrete	72	ea	\$	\$
A5	552 SP	Guiderail Bases (OPSD 912.105)	18	ea	\$	\$
A6	559 SP	Extruder Terminal System (OPSD 922.510)	4	ea	\$	\$
A7	314, 501 SP	<u>Provisional Item</u> Granular 'A'	10	t	\$	\$
A8	570	Topsoil (Imported)	20	m ³	\$	\$
A9	572 SP	Seed and Erosion Control Blanket	200	m ²	\$	\$
A10	577 SP	Light Duty Silt Fence Barrier (OPSD 219.110)	150	m		
			Part A - Total Bid Amount (transfer to tender form)			\$

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (F) PRICING SCHEDULE (continued)

"Spec No." The numbers in this column refer to applicable issue of Ontario Provincial Standard Specifications
"SP" Refers to Specifications

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
PART B – Culvert 98031						
B1	543 SP	Traffic Control	1	LS	\$	\$
B2	201,206 510,SP	Site Preparation	1	LS	\$	\$
B3	552 SP	Single Rail Steel Beam Guide Rail (OPSD 912.140)	238	m	\$	\$
B4	559 SP	Extruder Terminal System (OPSD 922.510)	4	ea	\$	\$
B5	314, 501 SP	Provisional Item Granular 'A'	30	t	\$	\$
B6	570	Topsoil (Imported)	30	m ³	\$	\$
B7	572 SP	Seed and Erosion Control Blanket	300	m ²	\$	\$
B8	577 SP	Light Duty Silt Fence Barrier (OPSD 219.110)	300	m	\$	\$
			Part B - Total Bid Amount (transfer to tender form)			\$

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

GUIDERAIL INSTALLATION

SCHEDULE (F) PRICING SCHEDULE (continued)

TENDER FORM

Sealed Tenders for goods and/or services listed below, submitted on the forms and in the envelope provided, will be received by the office of the Clerk, Corporation of the Municipality of Clarington, 40 Temperance St., Bowmanville, Ontario, L1C 3A6, until the closing time and date indicated herein.

CLOSING TIME AND DATE (Local Time): **2:00:00 P.M. (local time), TUESDAY, SEPTEMBER 1, 2009** Tender No: CL2009-28
REF./PURCHASING MANAGER: **Jerry Barber** Date: August 14, 2009
Phone (905) 623-3379

Tenders 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 tender submission under same cover and envelope. All tenders must comply in accordance with regulations, terms and conditions set forth in all tender documents. Successful tenders must accept terms and conditions of subsequent official purchase order issued by the Corporation of the Municipality of Clarington unless otherwise stipulated. The lowest or any tender not necessarily accepted. Tenders 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.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICES
Prices tendered 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 the undersigned do herewith acknowledge receipt of addenda number _____ to _____ issued during the bidding period and have prepared the bid accordingly.			
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 as follows:			
It is understood, by signing and submitting this Tender, 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 Tender.			
PART A	Bridge 98023		\$ _____
	Applicable 8% P.S.T.		\$ _____
	PART A		\$ _____
PART B	Culvert 98031		\$ _____
	Applicable 8% P.S.T.		\$ _____
	PART B		\$ _____
	TOTAL (Part A+B)		\$ _____
	5% G.S.T.		\$ _____
	TOTAL TENDER AMOUNT		\$ _____

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (F) PRICING SCHEDULE (continued)

TENDER FORM

SUBCONTRACTORS:		
Name	Address	Trade or Tender Item

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 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 set forth herein. A successful bidder must conform to all terms & conditions set forth 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

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (G) AGREEMENT TO BOND

TENDER FORM

AGREEMENT TO BOND (to be completed by Bonding Company) CONTRACT NO. CL2009-28

WE, the Undersigned, HEREBY AGREE to become bound as Surety for:

in a Performance Bond totaling ONE HUNDRED PERCENT (100%) of the Total Tender amount, and a Labour and Material Payment Bond totaling ONE HUNDRED PERCENT (100%) of the Total Tender amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown or described herein, if the Tender for Contract No.CL2009-28 is accepted by the Authority.

IT IS A CONDITION of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond and a Labour and Material Payment Bond must be made to the Undersigned within TEN (10) DAYS of Notice of Contract Award, otherwise the Agreement shall be null and void.

DATED AT _____ this _____ day of _____ 2009

Name of Bonding Company

Signature of Authorized Person
Signing for Bonding Company

(BONDING COMPANY SEAL)

Position

(This Form shall be completed and attached to the Tender Submitted).

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (H) INFORMATION SHEETS

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.,

Insurance Coverage (CGL) #	
Insurance Company	
WSIB Clearance Certificate #	

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (H) INFORMATION SHEETS (continued)

NOTICE OF "NO BID"

CLOSING DATE: 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 Tender, 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 Tender 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 Tender documents. Just return this completed form in the enclosed Tender 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: _____

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

GUIDERAIL INSTALLATION

SCHEDULE (I) QUESTIONS FOR CLARIFICATION

FAX COVER PAGE

QUESTIONS FOR CLARIFICATION

To: Jerry D. Barber, C.P.P.O. Purchasing Manager
 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 Tender.

Question: _____

Total Number of Pages including cover _____.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE

GUIDERAIL INSTALLATION

SCHEDULE (J)

ADDRESS LABEL

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

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

TENDER ENVELOPE

RETURN NAME OF TENDERER:

NAME.....

ADDRESS.....

.....

TELEPHONE.....

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

TENDER NUMBER: CL2009-28

SPECIFICATION: GUIDERAIL INSTALLATION

CLOSING TIME & DATE: SEPTEMBER 1, 2009 @ 2:00 PM

SEALED BID

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

Note:

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

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