



## **The Corporation of the Municipality of Clarington**

### **Purchasing Division**

Request for Tender No: CL2024-38

### **Renovation of Clarington Fire & Emergency Services Station 1**

Closing Date: **September 30, 2024**

Closing Time: 2:00:00 p.m. Local Time

Question Deadline: 4 Business days prior to closing date

Purchasing Representative: Sandra McKee

**\*\*\*Only Electronic Bid Submissions submitted through the  
Municipality's Bidding System will be accepted**

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## Tender Schedule & Submission Requirements

The Tender timetable is tentative only and may be changed by the Municipality at any time. This summary is provided for convenience only.

Below are some of the key requirements of this request for Bid, further details are provided within Part 1 – Instructions to Bidders, Part 2 – Special Provisions, Part 3 – Specifications, and Part 4 – Standard Terms and Conditions.

Bidders must consult the entire Bid Document to ensure that they have included or addressed all information in their Bid Submission.

Description	Yes / No	Requirement
Site Visit Mandatory	No	NA
Deadline for Questions	Yes	4 days prior to closing 2:00 PM local time
Deadline for Issuing Addenda	Yes	2 days prior to closing [4:00 PM] local time
Anticipated Award of Contract	Yes	End of October 2024
Bid Deposit	Yes	Refer to Item 1.6
Performance Bond	Yes	Equal to 100% (including HST)
Labour / Material Payment Bond	Yes	Equal to 100% (including HST)
Holdback Applicable	Yes	10% per Construction Act 2.5% Deficiency Holdback
Commercial General Liability	Yes	Upon Award minimum \$5 Mil
Automobile Insurance	Yes	Upon Award \$2 Mil
WSIB Clearance Certificate	Yes	Refer to Section 4.23
Schedule of prices	Yes	Completed in Full

## 1 Instruction to Bidders

### 1.1 Intent

The Municipality of Clarington (Municipality) is seeking a qualified company to complete the renovations required at Clarington's Emergency and Fire Services Station 1 in Bowmanville in accordance with the terms, conditions, specifications and drawings contained herein.

Provide your best competitive price to meet the requirements of this document. Pricing submitted must include all labour, materials and equipment to complete the work in accordance with all terms, conditions and specifications contained herein.

The award of this project will be based on pricing submitted, satisfactory check of references supplied, past performance, if applicable, and the vendor's ability to satisfy the Municipality of its understanding of the scope of work within the required timelines.

The proposed work will be phased to minimize the area of disturbance and to minimize the duration of time required to complete works. The Contractor shall carefully review the drawings and submit a construction phasing plan in advance of construction to minimize disruption to existing staff, as partial occupancy must be maintained as the requirement is for the station to remain in service. .

### 1.2 Location

The work is located within the Municipality of Clarington at the following location:

- Clarington Emergency & Fire Services Station 1 - 2430 Durham Regional Hwy 2, Bowmanville, ON L1C 6C8

### 1.3 Mandatory Site Visit

All bidders must attend the mandatory site meeting at Clarington Emergency & Fire Services Station 1 - 2430 Durham Regional Hwy 2, Bowmanville, ON L1C 6C8 to take measurements, inspect all existing conditions and to ascertain the amount of work involved.

**The site meeting will be held on Tuesday, September 17, 2024 at 11:30 a.m. at Clarington Emergency & Fire Services Station 1 - 2430 Durham Regional Hwy 2, Bowmanville, ON L1C 6C8.**

No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site(s) which were visible or reasonably inferable prior to the closing date.

Bidders arriving late to the mandatory site visit may not be accommodated and permitted to bid.

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Instruction to Bidders - continued

#### 1.4 Submission of Bids

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Tender/Quotation (RFT) opportunity. This will enable the Bidder to download the RFT document, receive Addenda/Addendum email notifications, download addenda and submit their bid electronically through the Municipality's Bidding System.

The Municipality will ONLY accept ELECTRONIC BID SUBMISSIONS submitted through the Municipality's bidding system NO LATER THAN – September 30, 2024 - 2:00:00 p.m. (14:00:00 hours), Eastern Local Time. The closing time shall be determined by the Municipality's Bidding System web clock.

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

The Municipality's bidding system will send a confirmation email to the Bidder advising that their bid was submitted successfully. Proponents should not consider their Bid to have been submitted until they have received the confirmation e-mail. Hard-copy and/or electronic late bid submissions shall not be accepted by the Municipality.

In submitting a Bid, the Bidder acknowledges having read, completely understood, and accepted the terms and conditions of the RFT in full. The Municipality is not responsible for any misunderstanding of the RFT.

Bid results will be posted on the Municipality's Bids and Tenders website.

#### 1.5 Withdrawal of Bid Submission

Bidders may withdraw and/or amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the withdrawn bid is withdrawn through the Municipality's Bidding System before the Submission Deadline.

The withdrawal of a Bid does not disqualify a Bidder from resubmitting their Bid prior to the closing time.

#### 1.6 Clarification and Addenda

Bids should not be restricted by any statements added to the Submission or in a covering letter, unless otherwise provided for in the RFT.

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Instruction to Bidders - continued

**Should a Bidder have concerns regarding any Term or Condition within the RFT document, these must be addressed before Bid closing, during the inquiry period noted below.**

All inquiries regarding this RFT Document shall be made in writing and sent through the Municipality's Bidding System utilizing the question feature. The Municipality may disqualify a Bidder and/or their Submission if it determines that inappropriate contact with Municipal Staff and/or Council has been made.

It will be the Bidder's responsibility to request clarification of any details in question before submitting a Bid.

Clarification requested by Bidders must be submitted not less than four (4) business days before the date set for the closing date. The Municipality reserves the right to not address any questions received after the specified deadline.

Any supplemental instructions and responses to questions, will be in the form of written Addenda and will be sent electronically via the Municipality's Bidding System to all registered Plan Takers. The Municipality will assume no responsibility for oral instructions or suggestions.

Bidders shall acknowledge receipt of any Addenda when submitting their Bid through the Bidding System by checking off all applicable boxes for each Addenda issued.

Addenda issued to Bidders, shall become part of the Bid Documents, and all Bids shall include the Work described in the Addenda.

The Municipality encourages Bidders to **not** submit their bid prior to forty-eight hours before the bid closing time and date in case an addendum is issued. If a Bidder submits their bid prior to this, or at any time prior to bid closing, and an addendum is issued by the Municipality, the Municipality's bidding system shall withdraw their bid submission and change their bid submission to an "Incomplete Status" (not accepted by the Municipality). The withdrawn bid can then be viewed by the Bidder in their "My Bids" section of the Municipality's bidding system.

The Proponent must then resubmit their Bid acknowledging receipt of the Addendum. The Bidder is solely responsible to:

- Make any required changes to their Bid to reflect Addendum content.
- Acknowledge the addenda through the Municipality's Bidding System.
- Ensure a re-submitted Bid is received by the Municipality's Bidding System before the Official Closing Time.

No addenda will be issued within twenty-four hours of the closing date. Should an addendum be issued within this timeframe and extension of the closing date will be included unless the addendum is issued to cancel the RFP.

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### Instruction to Bidders - continued

#### 1.7 Bid Deposit

Every bid submission must include a bid deposit in the form of a digital or scanned bid bond as shown in Option #1 or #2 below and failure to do so will render the bid non-compliant. The bid bond must be from a surety licensed by law to do business in the Province of Ontario and made payable to The Corporation of the Municipality of Clarington, in an amount no less than 10% of the total bid including taxes. Bid bonds must be irrevocable for at least ninety (90) days from the date of bid opening.

Bidders must upload their Bid Deposit in the bid submission file labelled “Bid Deposit” using one of the following format options:

##### Option # 1: A Digital Bid Bond (preferred by the Municipality)

If Bidders are using this option, the Bidder and the Bidder’s Surety should refer to the e-bonding information on the Surety Association of Canada’s website.

Information at this site includes;

- A list of third parties that provide online surety digital bond services. The Municipality does not endorse or promote any third-party digital bond service provider.
- An industry checklist which digital bonds provided should meet.

All instruction details for accessing authentication should be included with the uploaded Bond.

##### Option # 2: A Scanned Bid Bond in PDF Format

To use this option, the Bidder must scan and upload a Pdf format copy of the paper Bid Bond. Bidders should request that their Surety uses an ink seal or, if an embossed seal is used, the Bidder should pencil shade over the embossed seal prior to scanning to allow for the seal to be visible in the scanned copy.

If requested, the original bid bond must be delivered to the Municipality, Purchasing Representative within 48 hours of the request being made. Should the Bidder not produce the requested original bond within the time limit the Municipality may disqualify their bid.

#### 1.8 Performance Surety

The successful Bidder is required to provide a Performance Bond, and a Labour and Material Payment Bond, to the satisfaction of the Municipality, each in an amount equal to 100 percent of the Total Tender Amount, to guarantee his faithful performance of this Contract and his fulfillment of all obligations in respect of maintenance and payment for labour and materials used on this work.

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Instruction to Bidders - continued

Each Bond shall be with a satisfactory Guarantee Surety Company, authorized by law to carry on business in the Province of Ontario.

Bonding shall be as per Item 8.02.01 but generally is as follows:

Include:

1. 100% Performance and Guaranteed Maintenance Bond for 24 months.
2. 100% Labour and Materials Payment Bond.

100% payment of this Item shall be made on the first Payment Certificate. In order to receive payment under this Item, the Contractor must provide invoices from the selected Bonding Agency matching the unit price provided in the bid as proof of payment. Should a Bidder's broker require an increase in premium through the lifecycle of a project to cover changes of scope or extended duration, any and all cost increases will be borne by the Bidder.

This Surety may be held by the Municipality until 90 days after the day on which all work covered by the Contract has been completed and accepted or the warranty has expired, whichever is the longer. The surety may be returned before the 90 days has elapsed providing satisfactory evidence is provided that all liabilities incurred by the Contractor in carrying out the work have been satisfied and that all liens have expired or have been satisfied, discharged or provided for and that a Clearance Certificate from the Workplace Safety Insurance Board (WSIB) is provided.

In the event that the successful Bidder does not execute the Contract and provide bonds, insurance and other documents, within ten (10) business days after being so requested, the Municipality may use such Bidder's bid security as partial payment for such further and other damages as the Municipality may suffer as a result of such Bidder's actions. The Municipality may then accept any Tender, not accept any Tender, and/or advertise for new Tenders. Use of a Bidder's bid security shall not limit the Municipality's ability to recover damages through other permissible means, including without limitation through civil litigation.

## 1.9 Bidders to Investigate

Details of the site visit, if applicable, are provided in the Tender Schedule & Submission Requirements sheet provided at the beginning of this document. Bidders not attending a mandatory site visit (if required) will be disqualified. Bidders arriving late to the mandatory site visit may not be accommodated and permitted to bid. Bids received from disqualified Bidders will be deemed non-compliant and will not be considered.

Bidders must satisfy themselves by personal examination of the site and by such other means as they may prefer as to the actual conditions and requirements of



Instruction to Bidders - continued

the work. The Bidders shall carefully examine all plans and profiles so that the prices tendered are commensurate with the nature of the work.

It shall be the Bidder's responsibility to thoroughly inspect the site of the proposed works, determine the location of any buried or obstructing services and make satisfactory arrangements to prevent interference with such service with the proper jurisdictional agency.

No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site(s) which are visible or reasonably inferable prior to the closing date.

### 1.10 Sub-Contracting

The General Contractor (Bidder) must supervise their sub-contractors. The General Contractor will be expected to complete at least 25% (twenty-five percent) of the work requirements. The Bidder must provide a list of any proposed subcontractors required to complete the project requirements. If a subcontractor(s) changes after the contract award the Municipality must be advised and authorize the change prior to the subcontractor beginning any work on site.

Where allowed all proposed subcontractors must possess the required qualifications, experience and valid licenses. The Municipality reserves the right in its sole discretion to terminate the Contract if any named subcontractor(s) is/are deemed to be unsuitable by the Municipality, do not possess a valid license or had/have an unsatisfactory health and safety record. Contractors using subcontractors shall be responsible for quality of work and restoration of substandard work performed by subcontractors.

Prior to any subcontractor commencing work, the Contractor shall ensure that each subcontractor hired by the Contractor carries the required amount of insurance subject to the inclusive limits as noted in this tender.

### 1.11 Irrevocability of Bids

Tenders will 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.

### 1.12 Blackout Period

The blackout period begins when the Bid Document is issued and ends when the award is finalized and a Purchase Order issued. During the blackout period, Bidders must conduct all communication about the procurement with staff from Purchasing Services.

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Instruction to Bidders - continued

Any communication initiated by a Bidder during the blackout period to elected officials or Municipal staff other than the Procurement Representative or their alternate, may be grounds for disqualifying the Bidder from consideration of a Contract Award.

### 1.13 Experience and Ability

Bidders shall provide three references of similar work completed by the Bidder within the last five years. The references shall demonstrate to the Municipality's satisfaction that the Bidder has successfully completed similar work in the past. The Municipality reserves the right to contact any or all references to verify this condition has been met.

If the bidder with the lowest pricing under consideration does not meet the requirements to satisfaction of the Municipality, the Municipality may, without incurring any liability, withdraw the selection of that bidder and proceed with the selection of the next compliant bidder with the next lowest pricing.

### 1.14 Errors and Omissions

It is understood and acknowledged that while this solicitation includes specific requirements, minor items or details not specified, but obviously required, shall be provided as if specified. Any omissions or errors or misinterpretations of these requirements shall not relieve the Bidder of completing the Work or providing the Goods/Services.

### 1.15 Negotiation (Pre-Contract Award)

If the event that all bids submitted exceed the Municipality's budget for the project, the Municipality may negotiate changes in the scope of work to a value not to exceed twenty-five (25%) percent with the Bidder submitting the lowest acceptable bid. Where included in the bid, unit prices shall be used to achieve the reduction. If a unit price is not provided, said change will be negotiated between the successful Bidder and the Purchasing Manager and will be based on similar prices contained in the bid, the nature and scope of work, material required and hourly rate.

If the negotiations fail to produce a Bid Price acceptable to both parties, or if, in the first instance, the changes contemplated result in a value in excess of 25% of the Bid Price and the Municipality wishes competitive prices thereon, the Bid Documents and the Contract Documents may amended by the Municipality and invitations to re-bid may be restricted to the bidders who submitted the three (3) lowest acceptable bids on the original bid call.

Instruction to Bidders - continued

**1.16 Additions or Deletions**

Without invalidating the contract, the Municipality may add or subtract to the contract in an amount not exceeding twenty-five (25%) to adjust the actual work performed. Adjustments will be based on the unit prices bid. If a unit price is not provided for the added work described, said unit price will be negotiated between the successful Bidder and the Purchasing Manager and will be based on similar prices contained in the bid, the nature and the scope of work, material required and hourly rate. 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.

**1.17 Budget Approval**

Award of this Tender is subject to Council Approval and funds being available within the Capital and/or Operating budgets.

**1.18 Tender Award**

The Municipality intends to award the contract to one bidder; The Municipality is not bound to accept the lowest or any tender.

Should the Municipality cancel this tender for any reason the bidder agrees to waive any right to claim any damages or cost recoveries whatsoever against the Municipality, its elected officials, employees and authorized agents.

The successful Bidder shall execute the Contract Documents (if required) and furnish the required documents (insurance, WSIB and bonding) within 10 calendar days of receipt of notification of award.

Failure by the successful Bidder to meet the above requirements will entitle the Municipality to cancel the award of the Contract and to retain the bid deposit as compensation for damages sustained due to the successful Bidder's default. The Municipality may then award the Contract to one of the other Bidders or take such other action as it chooses.

Should the Municipality cancel this tender for any reason the bidder agrees to waive any right to claim any damages or cost recoveries whatsoever against the Municipality, its elected officials, employees and authorized agents.

**1.19 Character of Workers**

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

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Instruction to Bidders - continued

The Bidder (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 Bidder will ensure that the worker in question is removed from the work and shall not be further employed on the Contract with the Municipality's written consent.

**1.20 Workmanship**

The quality of all materials and service provided shall be first class in every respect and will be subject to the approval of the Public Works Parks Department or their designate. The Municipality reserves the right to call in an alternate contractor, at any time throughout the duration of this contract, should the materials and/or service not be satisfactory.

In the event of a disagreement between the Municipality's representative and the successful Bidder as to the required work or level of work to be performed, the Municipality's representative's decision will be deemed to be final.

**1.21 Incomplete Work**

The Municipality reserves the right to have the work completed by others in the event that the successful Bidder fails to complete the specified work within the time frame stated on the Form of Tender.

**1.22 Property Damage**

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

**1.23 Safety**

The Bidder 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 Bidder. Without limiting the generality of the foregoing, the Bidder 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 Bidder's obligations under this Contract.

**1.24 Working at Heights**

Where any work involves a worker being exposed to a fall hazard, that work must be carried out in accordance with the Construction Regulations for Ontario (Ontario Regulation 213/91), as well workers required to work at heights must be

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Instruction to Bidders - continued

trained in accordance with the most current “Working at Heights” training requirements of Ontario Regulation 297/13.

### 1.25 Confined Space

Where work involves a worker entering into a confined space, that entry must be carried out in accordance with the most recent version of Ontario Regulation 632/05 – Confined Spaces. This would require all workers entering into and/or working within a confined space to be trained in accordance with that regulation.

### 1.26 Energy Control

Where work involves Lockout Tagout and/or the Control of Hazardous Energy the Contractor must ensure safe work procedures are followed in accordance with the Occupational Health & Safety Act and all applicable Regulations that provides protection to their workers that is equal to or greater than Clarington’s Health & Safety Policy H-27 “Control of Hazardous Energy – Lockout and Other methods”.

### 1.27 Invoices

Invoices must at minimum include the following:

- Date of Invoice and Invoice Number;
- Vendor’s Name/Address & contact information;
- Contract Number, Purchase Order Number, Complete with contract price and description of work performed;
- Ship to Location;
- H.S.T. Registration Number; and
- WSIB Clearance Certificate

Invoices must be submitted to the following email address:

Email: [invoices@clarington.net](mailto:invoices@clarington.net) (preferred method)

Or mailed to the following address:

40 Temperance Street, Bowmanville, ON, L1C 3A6  
Attention: Purchasing Division

Note: Links to download invoices will not be accepted.

### 1.28 Terms of Payment

Progress certificate payments submitted once per month the Contractor and the Project Architect/Coordinator shall agree and failing agreement, the decision of the Project Architect/Coordinator shall govern, on the approximate amount of work done and material furnished and of the value thereof according to the terms

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Instruction to Bidders - continued

of the Contract. The date of this determination shall be known as the "measurement date".

A progress certificate template shall be provided to the Contractor at the outset of the project. The Contractor shall be responsible for populating the relevant fields and submitting to the Contract Administrator for review in Microsoft Excel (.xlsx) format. Once reviewed and finalized, a PDF version will be sent to the Contractor for signature and submission with invoice as per Section 1.27 Invoices. The progress certificate shall be based on the work completed on each measurement date and shall be of the amount, quantity and value of the work done since the Bidder commenced the performance of this Contract less all stipulated forfeitures and deductions.

A progress certificate shall be prepared by the Project Architect/Coordinator based on the work completed on each measurement date and shall be of the amount, quantity and value of the work done since the Bidder commenced the performance of this Contract less all stipulated forfeitures and deductions.

Payments to the Contractor will be in keeping with the terms of the Construction Act.

**Note:** In an effort to expedite payment, the Municipality of Clarington has implemented an electronic funds transfer (EFT) system for its vendors. Vendor(s) who are being awarded a contract will be required to complete an EFT application. To obtain an application please contact:

Accounts Payable  
Municipality of Clarington – Financial Services  
40 Temperance Street  
Bowmanville, ON L1C 3A6  
905-623-3379 ext.2612

[accountspayable@clarington.net](mailto:accountspayable@clarington.net)

Final payment for work completed under this Contract will be based on final measurements and quantities mutually agreeable to the Municipality of Clarington and the successful Bidder, in the absence of such an agreement, the decision of the Municipality's Project Manager shall be final. Final payment, measurements and quantities will also be subject to adjustments resulting from final audits by the Municipality and / or other agencies providing full or partial funding for the cost of the project.

The Municipality will consider offers of early payment discount terms. Discounts will only be taken when early payment discount terms are met from the receipt date of the invoice to the Purchasing Services Division.

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Instruction to Bidders - continued

Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the Municipality of Clarington, Purchasing Services Division.

If early payment allowance is offered on the Form of Tender, the allowance will affect the bottom-line tendered price and is a factor in determining overall low bid.

Where required by the Construction 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.

Unless stipulated as Construction and/or where prompt payment has not been offered, payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice in compliance with item 20 above and contract requirements being completed, and work being deemed satisfactory.

## **2 Special Provisions (General)**

### **2.1 CCDC General Conditions**

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the Canadian Construction Document Committee (CCDC) General Conditions of Contract and the Municipality's CCDC Supplementary Conditions (Appendix 5.5).

### **2.2 Guaranteed Maintenance**

Section GC7.16 of the General Conditions is revised in that the Contractor shall guarantee the entire work called for under this Contract for a period of twenty-four (24) months.

The Contractor shall make good in a permanent manner, satisfactory to the Municipality, any and all defects or deficiencies in the work, both during the construction and during the period of maintenance as aforesaid. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Municipality or the Contract Administrator.

All deficiencies must be completed within 30 days of the first notification by the Municipality and/or Contract Administrator. Progress of the deficiencies must be maintained on a continuous basis but if after two (2) requests, or if in the opinion of the Contract Administrator, the Contractor is not or cannot complete the deficiency list the Municipality may undertake this work at the Contractors expense.

The decision of the Municipality and the Contract Administrator shall be final as to the necessity for repairs or for any work to be done under this Section.

### **2.3 Statutory Holdback Payment**

As a condition of statutory holdback release, the Contractor shall:

- (i) Supply a Substantial Performance Letter
- (ii) Provide valid WSIB Clearance Certificate; and,
- (iii) Provide proof of publication in the Daily Commercial News.

### **2.4 Deficiency Holdback**

In addition to statutory holdback and any other remedy available to the Municipality, the Municipality may withhold up to 2 ½ percent (2.5%) of the total value of Work performed ("Deficiency Holdback") for a period of up to two (2) years following the Substantial Performance of the Contract. Upon rectification



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Special Provisions (General)- continued

and completion of the deficiencies in accordance with the Contract Documents and as approved by the Municipality and/or the Contract Administrator, the Deficiency Holdback (less any monies owed to the Municipality by the Contractor) will be released to the Contractor. All monies payable to the Municipality by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Municipalities satisfaction may be retained out of the Deficiency Holdback.

**2.5 Noise By-Law and Working Days**

The Contractor is to adhere to the Municipality of Clarington Noise By-Law 2007-071 which outlines the period when construction activities generating excess noise will be permitted during the working day. Please note the restriction of work being performed on statutory holidays.

A noise by-law exemption may be considered in exceptional cases and must be requested in writing via letter to the Municipal Clerks Department stating the reason for the exemption and duration. Work can be completed Monday to Sunday between the hours of 6:00 a.m. until 8:00 p.m.

**2.6 Payments**

Except as herein provided, payments under this Contract will be made in accordance with Section GC8.02.04 of the General Conditions.

Notwithstanding the provisions of the General Conditions respecting certification and payment, the Municipality may withhold 2.5% of the total value of work performed beyond the expiration of 60 days from the date of publication of the Certificate of Substantial Performance, to enable the Contract Administrator to produce the final detailed statement of the value of all work done and material furnished under the Contract. As a condition of holdback reduction from 10% to 2.5% the Contractor shall supply a Statutory Declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained and that all liens in respect of the Contract and Subcontracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court and advertise the Certificate of Substantial Performance per GC8.02.04.04.04.

As a condition of Progress Payment Certificate processing, the Contractor must provide a current WSIB Clearance Certificate and a Statutory Declaration in support of each Progress Payment Certificate and an updated project schedule as directed by the Contract Administrator.

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Special Provisions (General)- continued

Payments will only be made upon receipt of a current Certificate of Clearance from the Workplace Safety and Insurance Board and a Statutory Declaration stating that all subcontractors and suppliers have been paid all amounts due and payable to them as at the measurement date.

All interim monthly certificates are not conclusive as to the value or quality of services provided and payment certificates are subject to reopening and readjustment.

As a condition of the final holdback payment, the Contractor shall provide the required Property Owner's Releases as specified elsewhere, as appropriate. Acceptance by the company of the final holdback 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 Contractor shall include in his price for the publication of the Certificate of Substantial Performance. Publication is mandatory whether Contractor requests Substantial Performance or not.

The Contractor is advised that the Municipality may withhold payment on Interim and Holdback Release Certificates up to 30 calendar days from the date of receipt of the executed Payment Certificates.

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

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

## 2.7 Dust Control

As a part of the work required under Section GC7.03.01 of the General Conditions, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work. Furthermore, it should be noted that extensive dust control measures to be implemented to eliminate dust migration between occupied, and construction zone. The contractor recognizes that this site will remain occupied by Clarington Emergency and Fire Services (CEFS) staff 24/7 and that these measures be maintained at all times.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic

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or wherever dust would be a nuisance to residents of the area where the work is being carried out.

The cost of all such preventative measures shall be borne by the Contractor.

**2.8 Management and Disposal of Excess Material**

Any excess materials shall be managed, handled and disposed of at suitable locations, in accordance with applicable Municipal, Provincial, Federal and locally governing Conservation Authority jurisdictions, policies and legislations.

**2.9 Emergency and Maintenance Measures**

Whenever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the contracting firm, shall be given to the Contract Administrator. This official shall be available at all times and have the necessary authority to mobilize workmen and machinery and to take any action as directed by the Contract Administrator in case emergency or maintenance measures are required regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God, or any cause whatsoever

It shall be the Contractor's responsibility to ensure that erosion and sedimentation control measures within the limits of the Contract are in place and fully operational to the satisfaction of the Contract Administrator, should the onset of severe inclement weather be forecast.

Should the Contractor be unable to carry out immediate remedial measures required, the Municipality will carry out the necessary repairs, the costs for which shall be charged to the Contractor.

**2.10 Spills Reporting**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

All spills or discharges of liquid, other than accumulated rain water, from luminaires, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the

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Contract, be assumed to contain PCB's and shall forthwith be reported to the Contract Administrator.

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

## 2.11 Review of Shop Drawings

For the portions of the work to be done under this Contract where detail drawings are to be supplied by the Contractor, six (6) copies of same, together with specifications, plus such additional copies as the Contractor and his subcontractors may require, shall be submitted to the Contract Administrator for review.

The Contractor or his Subcontractors shall check and initial all shop drawings before submission to the Contract Administrator so as to intercept and correct any major errors or omissions. Shop drawings will not be reviewed by the Contract Administrator unless they have been previously checked by the Contractor.

The review by the Contract Administrator is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Contract Administrator approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of his responsibility for errors or omissions in the shop drawings or of his responsibility for meeting all requirements of the Contract Documents.

The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for coordination of the work of all subtrades.

Work which relates to the shop drawings shall not be carried out before the Contract Administrator's review of the shop drawings is complete.

## 2.12 Contractor Responsibilities

The Contractor must (where it is practicable in the opinion of the Municipality's representative) keep the access for Fire Apparatus and staff open and unobstructed at all times. .

It shall be the Contractor's responsibility to remove normal debris from the site and dispose of same in a responsible manner. If the Contractor is found to be disposing of debris in an irresponsible manner, the Municipality reserves the right

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Special Provisions (General)- continued

to terminate this agreement. The right is reserved by the Municipality to request and receive proof of disposal at an approved site.

Execute the work specified herein in a substantial and skilful manner, to the satisfaction and within the time limits outlined by the Municipality.

Perform work in a manner that will cause a minimum of inconvenience and shall "take every precaution reasonable in the circumstances" for the protection of Municipality employees, occupants of the surrounding buildings and general public.

Great care shall be taken to keep damage and untidy conditions to a minimum. Any damage occurring as a result of this Contract is to be repaired by the Contractor at his own expense, to the satisfaction of the Municipality.

The Contractor shall be aware of and conform to the Municipality's Health and Safety standards.

For purposes of the Occupational Health and Safety Act, the contractor will be designated as the Constructor of this project and will assume all of the responsibility of the Constructor set out in that Act and its regulations. The Director reserves the right to stop any works conducted by the Contractor when an employee of the Municipality identifies the Contractor in violation of requirements of the Occupational Health and Safety Act and its regulations or of the Municipality's Health and Safety standards.

## 2.13 Non-Performance

The Municipality reserves the right to determine "non-performance" or "poor quality" of service and further reserves the right to cancel any or all of the contract upon ten days written notification to the vendor.

## 2.14 Proof of Ability, References, and Prior Work Performance

Included in the bid submission, Bidders shall provide three references of similar work completed by the Bidder, and three references of similar work completed by any proposed subcontractors, within the last five years, see Bidder's Reference Form available on-line.

The references shall demonstrate to the Municipality's satisfaction that the Bidder has successfully completed similar work in the past. The Municipality reserves the right to contact any or all references to verify this condition has been met.

Notwithstanding Section 5 of the Standard Terms and Conditions, the Bidder may be required to show, in terms of experience and facilities, evidence of its ability,

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Special Provisions (General)- continued

as well as that of any proposed subcontractor, to successfully complete the work. W.H.M.I.S.

The successful Bidder shall be required to submit Material Safety Data Sheets (M.S.D.S.) for all Workplace Hazardous Materials Information System (W.H.M.I.S.) regulated materials to be used.

**2.15 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 landscape and asphalt repairs, importation and spreading of clean fill for any pits, holes or ruts sufficient to leave the property in a clean, level and graded condition. Repairs shall be to the satisfaction of the Director of Emergency and Fire Services or designate.

**2.16 Staff Knowledge and Safety**

Contractors shall ensure that their staff are aware of all safety regulations relating to the handling of equipment specified in the contract. The contractor shall ensure that all workers wear CSA approved green patch safety footwear, safety glasses and fluorescent yellow/orange safety vests, where applicable. Refer to Items 4.24 Health and Safety and 4.34 – Contractor Safety Policy and Procedure for further information.

**2.17 Public Relations**

The Municipality strives to provide excellent customer service to our residents; the same level of service is expected to be provided by the Contractor who assumes this work. Where the Contractor must deal with the public in the course of the work, the contractor must be aware of the image that they are projecting. The Contractor and its employees must be dressed appropriately and safely as it relates to the nature of the work. As you are dealing with the general public, customer service must be a factor during the interface. The Municipality reserves the right to remove anyone from a work site if they feel their clothing or behaviour is not appropriate.

The Contractor and its employees shall conduct themselves in a manner conducive to the maintenance of good public relations. Signs and barriers will be installed by the Contractor to protect the public from entering a danger work zone.

The Municipality will notify the Contractor of any complaints received regarding the unfavourable character or actions of workers in writing. The Municipality will assess the nature of the complaint and determine if corrective measures may be

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taken, or in the case of severe issues, whether the Contract should be terminated. The Municipality's discretion in this regard is final.

If, during the performance of the work, the Contractor or its employees receive complaints or enquiries to which the Contractor or its employees are not qualified to respond, the name of the complainant or the person making the enquiry shall be recorded along with their address and telephone number. A report of the incident must be sent to the Project Co-ordinator.

**2.18 Obstructions**

The Contractor shall notify the Municipality if there are any obstructions on the site that prevent or hinder the performance of the work.

**2.19 General**

- The Municipality shall not be liable for any damage that may occur to public or personal property or Contractor's vehicles, equipment or supplies while work is being carried out, however caused. The Contractor is to report all damage and/or incidents to the Director of Public Works or designate immediately.
- The crew shall be familiar with the contract specifications and be experienced in the type of work and with the equipment being used and the level of service expected.
- The Contractor is required to co-ordinate his operations with those of other contractors and Municipal staff so that all work on site may proceed without delay or hindrance.

**2.20 General Liability Insurance**

General Liability Insurance shall be in the name of the Contractor. The Municipality of Clarington shall be named as an additional insured. Contractors shall refer to General Conditions Clause GC6.03.02.01 and Clause 4.24 of the Standard Terms and Conditions section of this contract. Contractors shall note that the General Conditions shall take precedent.

**2.21 Contract Schedule and Scheduling of Work**

The Contractor shall provide a detailed Construction Schedule of the work(s) to be undertaken integral to the project, setting out part of the contract or major work components / items identified in the Schedule of Prices and referencing calendar dates, work weeks by number etc., in a format acceptable to the Municipality.

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Special Provisions (General)- continued

The Contractor is required to provide the Construction Schedule within ten (10) days after contract execution or as specified in the Letter of Commencement.

The successful Contractor will provide to the Municipality, for the Municipality's approval, a schedule that the contractor will follow.

Regular Work Hours

- Operations will be permitted only between Monday to Friday 7:00 a.m. to 7:00 p.m.

## 2.22 Contract Time and Liquidated Damages

### 2.22.1 Time

Time shall be of the essence for 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

### 2.22.2 Progress of Work and Contract Time

The Contractor shall accomplish completion of this contract as defined in GC1.06 of the General Conditions prior to **August 29, 2025**.

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.



### **3 Specifications**

The following specifications are available as a separate download on Clarington Bids and Tender website (Appendix 5.1 Project Specifications).

#### **3.1 Contract Specifications List**

##### **Division 01 - General Requirements**

Section 01 10 00	General Instructions
Section 01 24 00	Valuation of Changes
Section 01 31 00	Project Management and Coordination
Section 01 32 00	Construction Progress Documentation
Section 01 33 00	Submittal Procedures
Section 01 33 23	Shop Drawings, Product Data and Samples
Section 01 35 20	Safety Requirements
Section 01 35 43	Environmental Procedures
Section 01 41 00	Regulatory Requirements
Section 01 42 13	Abbreviations and Acronyms
Section 01 43 00	Quality Assurance
Section 01 45 00	Quality Control
Section 01 51 00	Temporary Utilities
Section 01 52 00	Construction Facilities
Section 01 56 00	Temporary Barriers and Enclosures
Section 01 60 00	Product Requirements
Section 01 73 00	Execution
Section 01 74 00	Cleaning and Waste Management
Section 01 77 00	Closeout Procedures
Section 01 78 00	Closeout Submittals
Section 01 82 19	Fire Rating and Assemblies

##### **Division 02 - Existing Conditions**

Section 02 40 00	Demolition
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Specifications - continued

**Division 03 - Concrete**

- Section 03 10 00 Concrete Formwork
- Section 03 20 00 Concrete and Masonry Reinforcement
- Section 03 30 00 Cast in Place Concrete
- Section 03 35 00 Concrete Floor Finishing

**Division 04 – Masonry**

- Section 04 05 00 Masonry Procedures
- Section 04 05 13 Masonry Mortar and Grout
- Section 04 05 19 Masonry Anchorage and Reinforcement
- Section 04 05 22 Concrete Unit Masonry
- Section 04 05 23 Masonry Accessories
- Section 04 21 00 Clay Unit Masonry

**Division 05 - Metals**

- Section 05 12 00 Structural Steel
- Section 05 52 00 Metal Fabrications

**Division 06 - Wood, Plastics, And Composites**

- Section 06 10 00 Rough Carpentry
- Section 06 20 00 Finish Carpentry
- Section 06 41 13 Architectural Casework and Hardware
- Section 06 41 16 Plastic Laminate Work

**Division 07 - Thermal And Moisture Protections**

- Section 07 13 00 Waterproofing
- Section 07 21 13 Board Insulation
- Section 07 21 16 Batt and Blanket Insulation
- Section 07 26 00 Sheet Vapour Retarders

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Specifications - continued

- Section 07 26 00 Air Barriers
- Section 07 62 00 Metal Flashing and Trim
- Section 07 84 00 Firestopping and Smoke Seals
- Section 07 92 00 Joint Sealants

**Division 08 - Openings**

- Section 08 11 13 Hollow Metal Doors and Frames
- Section 08 71 00 Door Hardware
- Section 08 80 00 Glazing

**Division 09 - Finishes**

- Section 09 22 00 Non-Structural Metal Framing
- Section 09 29 00 Gypsum Board
- Section 09 30 13 Ceramic Tiling
- Section 09 51 00 Acoustic Ceilings
- Section 09 65 00 Resilient Flooring
- Section 09 91 00 Painting

**Division 10 - Specialties**

- Section 10 21 13 Toilet Partitions
- Section 10 28 13 Washroom Accessories
- Section 10 51 13 Metal Lockers
- Section 10 90 00 Manufactured Specialties

**Division 11 - Equipment**

Not Used.

**Division 12 - Furnishings**

- Section 12 49 50 Window Shades

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Specifications - continued

**Division 22 & 23 - Mechanical**

General Mechanical Requirements

**Division 26 – Electrical**

General Electrical Requirements

End of Section

## 4 Standard Terms and Conditions

### 4.1 Definitions

**Award** – The acceptance by the Municipality of a Bidder to carry out the Work.

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

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

**Bid Submission** – means a **Bidder's** response to a Request for Tender, Proposal or Quotation.

**Bidding System** – means the Municipality's bid opportunities website, [Current Bids & Tenders](#).

**Company/Contractor** - 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.

**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.

**Electronic Bidding** or **Electronic Bid Submission** – means a method of issuing solicitations and/or receiving written Bids where the process of using and/or receiving Bids by internet is considered appropriate.

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

**Municipality's Representative** – The individual designated by the Municipality to respond to questions and clarifications on the RFT.

**Municipality's Project Manager** – the individual designated by the Municipality to manage and administer the Work once the Approved Bidder executes the Contract.

**Municipality's Staff** – Person(s) employed by the Corporation of the Municipality of Clarington.

**Purchasing Manager** – The Purchasing Manager of the Corporation of the Municipality of Clarington or designate.

**Registered Document Taker** – Person, firm, company, or Consultant who has formally registered through the Municipality's Website and logged in to receive the competitive Bid Document (RFQ/RFT/RFP).

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

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Standard Terms and Conditions- continued

**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.

#### 4.2 Submission of Bid

Bid invitation shall be in accordance with Part A, Article 2 Submission of Bids 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 electronically on the Municipality's Bid Opportunity website in the format by the Municipality 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.

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 entire content of the bidder's bid must be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to from part of its bid.

#### 4.3 Right to Accept or Reject Tenders

The Municipality reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in its best interest to do so.

The determination of the best interests of the Municipality and the lowest ultimate cost of the Tender may, where Bidders have completed similar work for the Municipality during the preceding five (5) years, take into account past performance, quality of work received, and staff time invested in obtaining compliance with specifications.

The Bidder acknowledges and agrees that nothing contained herein, in the Tender documents or elsewhere, no act done or expense incurred by it in the preparation and submission of this Tender, no trade or industry custom or practice, and no representation or assurance that may have been made or given to it by or on behalf of the Municipality, shall in any manner legally bind the Municipality, in any circumstances, to accept this Tender, the lowest Tender, only a Tender submitted in compliance with the requirements of the Tender documents, or any Tender at all. The Bidder further acknowledges and agrees that the Municipality shall have complete and unrestricted liberty in this regard and may reject any or all Tenders or may accept any Tender in whatever

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Standard Terms and Conditions- continued

manner, at whatever Tender price, on whatever terms and for whatever reasons as the Municipality, in its absolute discretion, considers to be in its own best interests, all without liability or obligation of any kind to the Bidder.

Each item on the Tender Form shall include a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the sole judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected by the Municipality.

#### 4.4 Contract

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 shall be of any effect unless explicitly agreed to by the Municipality and specifically referred to in the purchase order.

#### 4.5 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.

#### 4.6 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 particular 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 the completion shall be as specified in the Contract.

Time shall be of the essence of the Contract.

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Standard Terms and Conditions- continued

#### 4.7 Pricing

Prices shall be in Canadian Fund, quoted separately for each item stipulated, F.O.B. destination. Prices shall be firm for the duration of the Contract unless otherwise stated.

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. Harmonized Sales Tax (HST) 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.

#### 4.8 Interest Charges

It is the practice of the Municipality, that application by the vendors for penalty charges for late payment will not be allowed.

#### 4.9 Liens

If any Construction Lien is registered or asserted in writing against the Work, or any trust fund claim or other claim under the Construction Act, or any other claim in connection with the Work (other than a claim that will be paid out of insurance proceeds), is made by or to anyone, the Bidder shall cause any lien or claim to be forthwith removed and released from the title to the Work, but in any event prior to the next payment due to the Bidder. Any costs, expenses or legal fees (as between a solicitor and his or her own client) incurred by the Municipality in connection with any such lien or claim shall be paid to it by the Bidder forthwith



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Standard Terms and Conditions- continued

after demand by the Municipality. Without limiting the above, it is agreed that the Municipality may, but shall not be obliged to, pay the amount of any claim (whether or not under the Construction Act) plus a reasonable allowance for costs into court, or into a lawyer's trust account, and withhold the amount so paid in from future payments falling due to the Contractor. This clause does not apply to a legitimate claim by the Contractor. The Municipality will not withhold funds as set out above, or will pay any funds previously withheld, where the Bidder provides the Municipality with a letter of credit or other security in form, amount and substance satisfactory to the Municipality acting reasonably.

**4.10 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.

**4.11 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.

**4.12 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.

**4.13 Bid Acceptance**

The Municipality reserves the right to award by item, or part thereof, groups of items, or part 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.

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Standard Terms and Conditions- continued

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

Bidders may be notified of an award of contract via electronic means or by mail or direct delivery to the Bidder's address as shown in their bid submission.

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 Municipality, or the Municipality 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 Municipality; and
- A Bidder is not in compliance with Municipality's Corporate Policies and By-Laws including Property Standards By-Law.

#### 4.14 Supplier/Contractor Performance Evaluation

Prior to the Contract renewal date or upon expiry of the Contract the Municipality will complete a Performance Evaluation Form, providing feedback related to the Company's performance of the Contract.

Suppliers/Contractors will be evaluated based on, but not limited to the following:

- Quality of goods/services provided;
- Compliance with Contract specifications, terms and conditions;
- Communication (responsiveness); and
- Billing accuracy.

The results of the Performance Evaluation shall be used to determine whether or not the Company is:

- Considered a renewal of a Contract with the Municipality;
- Considered for award of any subsequent Contract opportunities.

Throughout the life of the Contract, the Municipality shall communicate any performance issues/concerns, to the Company.

Persistent performance issues may result in an immediate Contract Performance Evaluation by all participating departments to determine if Contract suspension or termination is necessary.

Companies whose previous Contracts were terminated due to poor performance shall be considered for subsequent Contract Awards, only if they can show proof, through a minimum of three references for similar work, that they have overcome their performance issues of the past Contract. The Municipality's decision in this regard shall be final.

The results of any Performance Evaluation may be disclosed to other Municipalities or government bodies upon request, where it can be demonstrated that the Company has listed the Municipality as a Work reference.

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Standard Terms and Conditions- continued

**4.15 Default by Company**

In the event of any breach of this Contract, the Municipality may terminate for breach of contract or any portion thereof by providing notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall perform no further work other than reasonably necessary to close out work. The Municipality shall not be liable to the Contractor for loss of anticipated profit, interest lost, or any other damages or loss occasioned to the Contractor on the terminated portion(s) of the Contract.

- 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 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 foresaid, 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;
  - 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).

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Standard Terms and Conditions- continued

In the event that the Contract includes performance and labour, and material payment bonds the Municipality shall advise the surety provider of the Contractor's default in accordance with these provisions so that the surety provider may take immediate and appropriate action to remedy the default.

Any termination of the Contract by the Municipality shall be without prejudice to any other rights or remedies the Municipality may have.

#### 4.16 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.

#### 4.17 Equivalent Products

Any opinion regarding 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.

#### 4.18 Quantities

The quantities specified in this Tender are estimated requirements only and are furnished without liability to the Municipality. The quantities provided shall be used as a basis for comparison only. Should actual quantities during the duration of the Contract increase or decrease, the unit prices shall remain the same.

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

#### 4.19 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.

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**4.20 Surety**

The successful Company 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 Workplace Safety Insurance Board (WSIB) has been received.

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.

**4.21 Indemnity**

The Company hereby acknowledge that the remuneration for the Services is provided for under this Contract.

The Company hereby acknowledges and agrees that it shall be solely responsible and liable to the Municipality for any breach of the confidentiality obligations herein by any person to whom has access to the Confidential information as provided.

The Company shall defend, indemnify and save harmless the Municipality and its elected officials, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Company, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any related to the delivery or performance of this Contract. This indemnify shall be in addition to and not in lieu of any insurance to be provided by the Company in accordance with this Contract and shall survive this Contract.

The Company covenants and agrees that they will take any an all action and will do and provide the services herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of

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competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer (“Compliance Requirements”) and hereby indemnifies and holds harmless the Municipality from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the Municipality relating to any failure of the Company, their employees, agents or contractors to comply with any Compliance Requirements.

#### 4.22 Insurance Requirements

Insurance coverage is a requirement for this Contract.

- The Company shall continuously maintain throughout the term of the Contract and pay for the following insurance coverage. Commercial General Liability Insurance including, personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all contracts for claims arising out of one occurrence;
- Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, and
- Environmental insurance in the amount of not less than two million (\$2,000,000.00) per occurrence and four million (\$4,000,000.00) in aggregate.
- Professional Liability in an amount of not less than two million dollars (\$2,000,000.00) per claim.

The policies shall include the Municipality of Clarington as an additional insured in respect of all operations performed by or on behalf of the Company in relation to the Contract requirements and be endorsed to provide the Owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

The Company shall provide an updated Certificate of Insurance on a form acceptable to the Municipality, by no later than fifteen (15) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance is due to expire within thirty days, the Company shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Municipality.

Failure to provide the required insurance certificates within ten (10) business days of the Municipality’s written request and continuously maintain the required

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insurance coverage throughout the entire term of the Contract will constitute a default by the Company. **Evidence of the required coverage shall be provided prior to the Contract execution.**

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

#### 4.23 Workplace Safety and Insurance Board

All of the Contractor's personnel must be covered by the insurance under the most current Workplace 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 Municipality:

- Single Independent Contractor/'Owners/Operators shall provide a letter from the Workplace Safety & Insurance Board confirming independent operator status and identification number. To obtain this, the 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 and 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.

#### 4.24 Health and Safety

The Company 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 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

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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 Safety Data Sheets (SDS) to the Municipality for any supplied Hazardous Materials.

**Health and Safety Warning**

The Municipality will retain the right to document all health and safety concerns regarding the Contractor's operations, and to issue warnings and/or to stop work if there are any violations by the Contractor of the Occupational Health and Safety Act; Ontario Construction Regulations, Regional Health and Safety programs, Municipal Health and Safety programs, policies, rules and requests; and/or if the Contractor creates an unacceptable health or safety hazard.

Written warnings and/or stop work orders will be issued to the Contractor.

**4.25 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.

**4.26 Suspension of Work**

The Municipality may, without invalidating the Contract, suspend performance by the Company from time to time of any part or all 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.

**4.27 Changes in 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 work, the contract price shall be increased or decreased by 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.



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**4.28 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.

**4.29 Municipal Freedom of Information and Protection of Privacy Act (M.F.I.P.P.A.)**

All correspondence, documentation, and information provided to staff of the Municipality of Clarington by every offeror, 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.

**4.30 Trade Agreements**

Bidders should note that procurements falling within the scope of the Canadian Free Trade Agreement (CFTA) or the Canadian European Union: Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFT.

**4.31 Declarations**

- I/We decide that no person, firm, or corporation other than the one who's signature or the signature of whose proper officers is or are attached to this Request for Tender (RFT), has any interest in this Tender or in the Contract.
- I/We further declare that this Tender is made without any connection knowledge, comparison of figures or arrangement with any other bidder, firm or person making a similar Tender and is in all respects fair and without collusion or fraud.
- I/We further declare that no employee of the Municipality of Clarington, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates or in portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- I/We further declare that the statements contained in the Tender are in all respects true.
- I/We further declare that I/We have examined the locality and site(s) of the proposed project/work, as well as all the specifications relating to them,

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prepared, submitted and rendered available on behalf of the Municipality of Clarington and are hereby acknowledged to be an integral part of the Contract. I/We hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the Tender, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this Tender.

#### 4.32 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 or request submission of 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 as well as all outstanding warrants and charges for every individual who may come into direct contact with youth and 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.

#### 4.33 Compliance with the Accessibility of Ontarians with Disabilities Act (A.O.D.A.)

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Contractor shall submit to the Municipality, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of

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its program, together with a record of the dates on which training was provided and a list of employees, agents volunteers or others who received such training. The Municipality reserves the right to require the Contractor to amend its training polices to meet the requirements of the Act and the Regulation.

#### 4.34 Contractor Safety Policy and Procedure

##### 4.34.1 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 award of a 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 the Director notice in writing of the project containing such information as may be prescribed.

Nothing in this section shall be deemed or construed as making the Municipality the employer of any workers employed or engaged by the Contractor to perform the work and/or supply service to the project, including any part thereof, or the constructor, either instead of or jointly with the Contractor. Employer and constructor shall have the same meaning as in section 1 of the Occupational Health and Safety Act, R.S.O 1990, Chapter O.1, as amended from time to time, including any regulations thereunder and successor legislation.

##### 4.34.2 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, pipeline, 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

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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 contractor who undertakes a project for an owner.

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

#### **4.34.3 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/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 Tender/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) As part of the Tender/Quotation conditions, the successful contractor must provide details of their Health and Safety program.
- e) 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.
- f) 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.
- g) The Municipality retains 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 found not to be in compliance. Similarly, the Municipality will have the right to issue warnings and/or to stop work if it becomes aware of any safety concerns/questionable practices by the contractor relating to Occupational Health and Safety Act, Municipal Health and Safety programs,

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- policies, rules, and/or if the contractor creates an unacceptable health and safety hazard. The Municipality retains the right to contact the Ministry of Labour at any time for guidance and/or enforcement. Written warnings and/or stop work orders can be given to contractors using the Contractor Health and Safety Warning/Stop Work Order Form.
- h) 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 condition(s).
  - i) The Purchasing Office will maintain current WSIB certificates of clearance until all monies owing have been paid to the contractor.

#### **4.34.4 Health and Safety Practice Information**

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 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 are to include the above requested information along with a letter or clearance certificate confirming status and number from WSIB with their bid submission in the document upload section of the Municipality's Bidding System failure to do so will render the bid non-compliant).***

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**4.34.5 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 bidder 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 bidder 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 bidder shall rectify any unsafe act or practice and any non-compliance with the Act at its own expense immediately upon being notified by any person of the existence of such act, practice or non-compliance.
4. The contractor/successful bidder shall permit representatives of the Municipality 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 bidder 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 bidder 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;

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- 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 bidder 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) and 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.

**By submitting a bid, you are acknowledging that Article 4.34 Contractor Safety Policy Procedures, Health & Safety Practice Information and Contractor’s Statement of Responsibility has been reviewed and accepted.**

## **Appendix 5.2 – Contract Drawings**

<b>Drawing No.</b>	<b>Drawing Title</b>
Title Page	Title Page
A1	Site Mobilization and Plan
A2	Key Plan and Phasing, Demolition
A3	Building Elevations
A4	Building Sections
A5	Construction Details
A64	Construction Details
A7	Millwork Details
A8	Door Schedule, Details
A9	Room Finishes Detail and Notes
M- 0	Title Page – Mechanical
M1	Mechanical Key Plan and Phasing Plan
M2	Ground Floor HVAC
M3	Ground Floor Plumbing and Fire Protection Plan
M4-	Ground Floor HVAC Demolition Plan
M5	Ground Floor Plumbing & Fire Projection Demolition Plan
M6	Equipment Schedule
M7	Mechanical Details
<b>Electrical</b>	
E0-1	Electrical Legend, Notes and Drawings List
E0-2 -	Electrical Key Plan and Phasing Plan
E1-1	Ground Floor Lighting Plan
E1-2	Ground Floor Power and Communication Plan
E2-1	Panel Schedules and Details
E3-1	Ground Floor Lighting Demolition Plan
E3-2	Ground Floor Power and Communications Demolition Plan



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**Structural**

S-1	Existing Foundation Plan
S-2	Existing Roof Framing Plan
S-3	Foundation and Roof Framing Details
S-4	Fence Framing Details
S-5	Typical Details and General Notes

Please refer to refer to Appendix 5.1 attached separately.

If you require this information in an accessible format, please contact the Accessibility Coordinator at 905-623-3379 ext. 2131.

## **Appendix 5.3 – Electrical Drawings for Permit**

<b>Drawing No.</b>	<b>Drawing Title</b>
<b>Electrical</b>	
E0-1	Electrical Legend, Notes and Drawings List
E0-2 -	Electrical Key Plan and Phasing Plan
E1-1	Ground Floor Lighting Plan
E1-2	Ground Floor Power and Communication Plan
E2-1	Panel Schedules and Details
E3-1	Ground Floor Lighting Demolition Plan
E3-2	Ground Floor Power and Communications Demolition Plan

Please refer to refer to Appendix 5.2 attached separately.

If you require this information in an accessible format, please contact the Accessibility Coordinator at 905-623-3379 ext. 2131.

## **Appendix 5.4 – Mechanical Drawings for Permit**

<b>Drawing No.</b>	<b>Drawing Title</b>
M- 0	Title Page – Mechanical
M1	Mechanical Key Plan and Phasing Plan
M2	Ground Floor HVAC
M3	Ground Floor Plumbing and Fire Protection Plna
M4-	Ground Floor HVAC Demotion Plan
M5	Ground Floor Pluming & Fire Projection Demoliton Plan
M6	Equipment Schedule
M7	Mechanical Details

Please refer to refer to Appendix 5.3 attached separately.

If you require this information in an accessible format, please contact the Accessibility Coordinator at 905-623-3379 ext. 2131.

## **Appendix 5.5 – Structural Drawings for Permit**

<b>Drawing No.</b>	<b>Drawing Title</b>
S-1	Existing Foundation Plan
S-2	Existing Roof Framing Plan
S-3	Foundation and Roof Framing Details
S-4	Fence Framing Details
S-5	Typical Details and General Notes

Please refer to refer to Appendix 5.4 attached separately.

If you require this information in an accessible format, please contact the Accessibility Coordinator at 905-623-3379 ext. 2131.

## **Appendix 5.6 - Municipality's CCDC Supplementary Conditions**

Please refer to refer to Appendix 5.5 attached separately.

If you require this information in an accessible format, please contact the Accessibility Coordinator at 905-623-3379 ext. 2131.