BY-LAW NO. 2010-020

Being a by-law to authorize the Mayor and Municipal Clerk to execute a Contract for Demolition.

WHEREAS only upon failure of Duca Financial Services to have the unsafe building removed in accordance with the Unsafe Order issued under the Building Code Act, Council delegate staff to proceed with the demolition contract for the removal of the building.

AND WHEREAS Council authorizes the Mayor and Clerk to sign the attached demolition contract (Appendix A) with the lowest bidder, D & D Greenwood Construction of 1973 Queensville Sideroad, Queensville, Ontario

BE IT RESOLVED that the Municipal Council of the Town of East Gwillimbury enacts as follows:

1. That the Mayor and Municipal Clerk are hereby authorized to execute the attached Contract for Demolition at 134 Queensville Sideroad, hereto as Appendix 1.

ENACTED and PASSED this 1st day of March, 2010.

__________________________________
James R. Young, Mayor

__________________________________
Kathleen Foster, Municipal Clerk
APPENDIX A

CONTRACT FOR

DEMOLITION OF A COMMERCIAL/RESIDENTIAL BUILDING
AT
134 QUEENSVILLE SIDERoad WEST
RIVER DRIVE PARK, ONTARIO
PART OF LOT 116, CONCESSION 1W
IN THE TOWN OF EAST GWILLIMBURY

CONTRACT NO.  B/B 2010-01 March 2010

FOR

TOWN OF EAST GWILLIMBURY
19000 LESLIE STREET
SHARON, ONTARIO
L0G 1V0

Town of East Gwillimbury
Planning and Building Services Department
Building Branch

Tim Gibson, M.A.A.T.O.
Director of Building Approvals and Inspections/Chief Building Official
TOWN OF EAST GWILLIMBURY
PLANNING AND BUILDING SERVICES DEPARTMENT
BUILDING BRANCH

CONTRACT NO. B/B 2010-01

DEMOLITION OF COMMERCIAL/RESIDENTIAL BUILDING
AT
134 QUEENSVILLE SIDEROAD WEST,
RIVER DRIVE PARK, ONTARIO
PART OF LOT 116, CONCESSION 1W
IN THE TOWN OF EAST GWILLIMBURY

1. **Inspection**

The Contractor has inspected the building described as follows:

(a) **Location**
Part of Lot 116, Concession 1W, in the Town of East Gwillimbury, also known as:

134 Queensville Sideroad West
River Drive Park, Ontario

(b) **Description**
- Two (2) storey frame commercial/residential building
  (commercial on the ground floor and residential on the top floor) constructed on wood piles in the water
- All demolition debris from and around the building

2. **Description of Work & Quotation**

The Contractor offers to complete the following:

To demolish the building and remove from the site all associated debris from and around the demolition:

- 100% Lump Sum $ 26,000.00
- Sub Total $ 26,000.00
- GST $ 1,300.00
- Total $ 27,300.00
The above amount includes any tipping fees, permits and approvals and the supply of all labour, materials and equipment necessary for the work as described herein.

3. **Security**

The Contractor shall deliver to the Town a Certified Cheque in the amount of $1,500.00 (ONE THOUSAND, FIVE HUNDRED DOLLARS), made payable to the Town of East Gwillimbury, as a guarantee that the work will be completed in accordance with the terms and conditions in this Agreement on or before 10:00 am/pm on the third day of March, 2010 to the satisfaction of the Director of Building Approvals and Inspections/Chief Building Official.

If the Contractor fails to comply with the terms and conditions set out in this Agreement this amount shall be retained by the Municipality for any loss, costs, charges or damages suffered or incurred by the Municipality. The Contractor may also be liable for additional costs incurred by the Municipality as a result of the Contractor’s failure to complete the work in accordance with this Agreement.

4. **Permits & Approvals**

The Contractor shall be responsible for obtaining any permits or approvals necessary to lawfully perform the works described herein and shall comply with all statutes, regulations and by-laws relating to said works.

5. **Insurance**

The Contractor shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Agreement is in effect, with insurers licensed to do business in Ontario:

(a) Comprehensive general liability insurance to an inclusive limit of not less than five million ($5,000,000.00) dollars per occurrence for property, damage, bodily injury and personal injury including, at least, the following policy endorsements:

   i. The Town of East Gwillimbury as an additional insured for the purposes of the Project only. The policy will not provide for any deductible amount in respect of the insurance provided for the Town of East Gwillimbury.

   ii. Cross liability as follows: “This policy shall insure each person, firm or corporation insured hereunder in the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limit of the insurance company’s liability”.

   iii. Operations covered as follows: “All liability for personal injury or property damage arising out of or in any way attributable to the work
performed by the Contractor under this contract or any agreement pursuant thereto.”

iv. Employer’s liability and voluntary compensation.

v. Twenty (20) days written notice of any change in or cancellation of the policy to be provided to the Director of Building Approvals and Inspections/Chief Building Official, 19000 Leslie Street, Sharon, Ontario, L0G 1V0.

vi. Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles.

(b) All the necessary insurance that would be considered appropriate for a prudent Contractor of this type undertaking a similar project, including, where appropriate and without limitation, property, construction, and errors and omissions insurance”.

(c) A certified copy of the insurance policy is to be deposited with the Director of Building Approvals and Inspections/Chief Building Official.

6. **Liability**

The Contractor agrees with the Municipality to assume all liability for any claim, loss, charge or expense occasioned by reason of injury to any person or damage to any property of whatever kind arising from the demolition of the building concerned.

The Contractor agrees to indemnify and save harmless the Municipality from and against all claims, demands, costs, actions, cause of action and expense of whatsoever nature, arising out of or in any way attributable to the work performed by the Contractor under this contract.

The Contractor acknowledges that the Municipality makes no warranty as to the conditions of the building. The Contractor must satisfy himself/herself by personal examination as to the local conditions to be met with during the demolition and conduct of the work. He/she shall make his/her own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials, location of the on-site sewage disposal system and conditions.

7. **Workplace Safety and Insurance Board (WSIB)**

The Contractor shall be in good standing with the Workplace Safety and Insurance Board (WSIB) and shall provide the Town of East Gwillimbury with a valid WSIB Certificate of Clearance, to confirm that the Contractor has complied with all provisions of the Act and associated regulations and at any other time during the course of the Contract as deemed necessary by the Town.
8. **Health and Safety**

The Contractor shall adhere to the provisions of the *Occupational Health and Safety Act* and all current regulations for construction projects.

The Contractor shall ensure that his/her supervisor and workers on this contract have been provided with information and instructions as to the health and safety of each worker on this contract, as required by Part III of the *Occupational Health and Safety Act and Regulations for Construction Projects*, R.S.O., 1990 c.0.1, as amended and R.R.O. 1990, Reg. 834, as amended.

The Contractor undertakes:

(a) To provide adequate protection for workmen and the public at all times under the applicable statutory provisions in that regard and in accordance with all municipal by-laws and regulations.

(b) To provide adequate barriers and fences with danger signs or appropriate warning lights at night and any further means of warning to the public necessary under the particular circumstances or as may be required in the opinion of the Director of Building Approvals and Inspections/Chief Building Official.

(c) To arrange with the appropriate officials of the utilities involved for the cutting off of and/or capping off of all utility services before commencing the work.

(d) To keep clear at all times all roadways, lanes and street sidewalks.

The Contractor shall supply to the Director of Building Approvals and Inspections/Chief Building Official a copy of his Notice of Project.

9. **Completion of Work**

All work shall be completed to the satisfaction of the Director of Building Approvals and Inspections/Chief Building Official within 15 business days of commencement of the work.

The decision of the Director of Building Approvals and Inspections/Chief Building Official is to be final and binding on the Contractor and the Municipality as to the nature and cause of any imperfections and as to the remedy required for each as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Director of Building Approvals and Inspections/Chief Building Official within forty-eight (48) hours after written notice may result in the Director of Building Approvals and Inspections/Chief Building Official having the work performed by others and the cost thereof being deducted from the amount due to the Contractor.
Failure to complete this project within the number of working days specified will be subject to liquidated damages set at $200.00 for each additional day until the work is completed.

The Municipality may deduct any amount due under this section from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

10. **Existing Services**

The Contractor shall be solely responsible for damages caused to any utility, pipe, on-site sewage system or object and shall ensure that the necessary steps are taken to maintain the flow and use of the existing services.

11. **Disposal of Waste or Recyclable Material**

The Contractor shall make his/her own arrangements for disposal of waste or recyclable material at a recycling facility or licensed landfill site and shall ensure that the method of transportation and disposal of material are within the guidelines set by the Ministry of the Environment and any other regulatory body, which may have authority over such operations.

12. **Notices**

All communications in writing between the parties shall be deemed to have been received by the addressee if personally delivered, delivered by courier, mailed by prepaid registered mail, delivered by facsimile transmission, electronic mail or any other electronic communication addressed to:

The Contractor at: D & D Greenwood Construction  
1973 Queensville Sideroad,  
Queensville, Ontario  
L0G1R0  
Attn: Doug Greenwood

and to the Town at: The Town of East Gwillimbury  
Development and Legal Services Department  
Building Branch  
19000 Leslie Street  
Sharon, Ontario L0G 1V0

Any such notice given in accordance with the above requirements shall be deemed to have been given, if mailed, on the fifth day following the date of such mailing or, if delivered, on the day on which it was delivered so long as such delivery was prior to 5:00 p.m. on a business day (and, if after 5:00 p.m. or if any such day is not a business day, then it shall be deemed to have been delivered on
the next business day), and if delivered by facsimile transmission, electronic mail or any other electronic communication, then it shall be deemed to have been delivered on the next Business Day.

13. **Sub-Contractors**

Nothing contained in this Agreement shall create a contractual relationship between any Sub-Contractor and the Municipality.

14. **Execution of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first written below by their duly authorized officers or officials.

DATED this day of March, 2010.

) ) THE CORPORATION OF THE TOWN OF)
) ) EAST GWILLIMBURY )
) ) Per: )
) ) James R. Young, Mayor )
) ) Per: )
) ) Kathleen Foster, Municipal Clerk )
) ) We have authority to bind the Town.
) ) [Name of Contractor] )
) ) Per: )
) ) I/We have authority to bind the Corporation.