

**CONTRACT DOCUMENTS
FOR**

**VILLAGE OF POINT EDWARD
TENNIS COURTS**

Project Number: DEL19-015

**DEVELOPMENT ENGINEERING (LONDON) LIMITED
41 Adelaide St. N., Unit 71
London, Ontario
N6B 3P4**

May 9, 2019

DATA SHEET FOR TENDERER

Contract Name: Village of Point Edward
Tennis Courts

Tender Closing Date: May 9, 2019

Owner: The Corporation of the Village of Point Edward

Address: 135 Kendall Street
Point Edward, On
N7V 4G6

Bid Deposit (amount): \$ 25,000

Open for Acceptance: 60 days from Tender Closing Date

Bonding:
Performance: 50% of contract price, excluding H.S.T.

Labour and Material: 50% of contract price, excluding H.S.T.

Maintenance Term: 24 months from Substantial Performance

Tentative Commencement Date: May 13, 2019

Completion Date: June 28, 2019

Liquidated Damages: Office supervision and field inspection costs incurred
By Owner, in addition to \$2,000.00/working day

Date of Pre-tender Meeting: N/A

Date of Test Holes: N/A

May 9, 2019

Village of Point Edward Tennis Courts

Village of Point Edward, Lambton County

TENDERER'S CHECK LIST

1. Have you properly and clearly completed the Form of Tender? _____

2. Have you complied with the "Requirements at Time of Tendering" - Clause 9, Information for Tenderers? _____

3. Have you submitted the following
 - a) Bid Deposit as specified _____

 - b) Form of Tender _____

 - c) Letter of Agreement from Bonding Company _____

4. The Tenderer has satisfied themselves to the validity of the original ground and post stripping elevations PRIOR to disturbance of such surfaces. In the event that substantial grading works proceed and the contractor brings forward information disputing the disturbed ground surface areas, the original topographic information as provided by the engineer will remain the basis of computing earthworks payments unless otherwise directed by the Engineer at his sole and unfettered discretion _____

5. Have you acknowledged the number of Addenda received, in the appropriate space provided on FT-1, included the information contained therein in your Total Contract Price, and attached addenda to the inside front cover of the Tender Document _____

NOTE: Failure to comply with the Requirements at Time of Tendering shall result in the tender being rejected. The Tender may also be rejected in accordance with Clause 12 -Information for Tenderers - Informal or Unbalanced Tenders.

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGES</u>
1.	Form of Tender	FT-1 to FT-6
2.	Information for Tenderers	IT-1 to IT-9
3.	Special Provisions	SP-1 to SP-19
4.	Workers' Compensation Declaration - Corporation Tax Act	WD-1
5.	Form of Agreement	FA-1 to FA-4

SECTION 1
FORM OF TENDER

May 9, 2019

TENDER FOR
Project No. DEL19-015
FOR
VILLAGE OF POINT EDWARD
TENNIS COURTS

Tenderer's business name _____

Type of business: Proprietorship Owner Partnership (place checkmark in appropriate box)

Business address _____

H.S.T. Number _____

TO: The Corporation of the Village of Point Edward

Clause No.

1. The Tenderer has carefully examined the locality and site of the proposed works, as well as the Contract Documents related to the works, including the Tender, Ontario Provincial Standards for Roads and Public Works, Volumes 1 - 4 inclusive and Volumes 7 and 8, Contract Drawings, and Addenda No. ____ to ____ inclusive*, relating to the said Contract(s).
2. The Tenderer hereby accepts and agrees that the items referred to in (1.) above form part of the Contract(s)
3. The Tenderer hereby submits his Tender and offers to enter into a Contract(s) to construct all that is set out in the Contract Documents on the Terms and Conditions and under the provisions set out or called for in the Contract Documents for the Total Contract Price of _____ Dollars (\$ _____), being made up as shown in the Schedule of Items and Prices - Form of Tender.
4. Enclosed with the Tender is a bid deposit in the amount of _____.
5. The Tenderer proposes _____
(name of Bonding Company)
which is willing to become bound with the Tenderer in accordance with Clause 20 - Information for Tenderers.

*The Tenderer will insert here the number of the Addenda received by him during the tendering period and taken into account by him in preparing his Tender.

6. If awarded the Contract, the Tenderer agrees to substantially complete the earthworks, grading, servicing, parking lot and concrete pad construction and feature installation. If this tender is accepted, the Tenderer agrees to execute the contract within 7 days after being notified in writing to do so by the Owner. In the event of default or failure on the Tenderer's part, to execute the Contract, the Tenderer agrees that the Owner shall be at liberty to retain the money deposited by the Tenderer to the use of the Owner and to accept the next lowest or any other tender, or to advertise for new tenders, or to carry out the works in any other way it may deem best and the Tenderer further agrees to pay to the Owner the difference between the amount of this tender and any greater sum which the Owner may expend or incur by reason of such default or failure, or by reason of such action on the part of the Owner, including the cost of advertisement for new tenders and to indemnify and save harmless the Owner and its officers and servants from all loss, damage, cost, charges and expenses which it or they may suffer or be put to by reason of any such default or failure.
7. The Tenderer declares that:
- (a) No person, firm or Owner other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made.
 - (b) This Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a Tender for the same work and is in all respects fair and without collusion or fraud.
 - (c) No appointed officer or employee of the Owner is, will be, or has become interested, directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in the Tender or in the proposed Contract or in any portion of the profits thereof, or of any supplies to be used therein, or in any of the moneys to be derived there from.
 - (d) The several matters stated in the Form of Tender are in all respects true.

Dated at _____ this _____ day of _____, 20_____.

Tenderer's Business Name: _____

Person authorized to bind Tenderer:

(print name) (signature)

Person's position with Tenderer:

Witness:

(print name) (signature)

1. SCHEDULES OF ITEMS AND PRICES	May 9, 2019
PREPARED BY: DEVELOPMENT ENGINEERING (LONDON) LIMITED	
VILLAGE OF POINT EDWARD TENNIS COURTS	
DEL19-015	

SECTION A - SITE PREPARATION, REMOVALS, AND RESTORATION

ITEM NO.	OPSS NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
A.1	SP, 801	Supply and install tree preservation fencing as per detail	m	90.0		
A.2	SP SR, 490, 802	Strip, load, haul and stockpile topsoil onsite for re-use (approx. 300 mm thick), including exporting surplus topsoil offsite	LS	100%		
A.3	SP, 206, 490	On Site Cut /Fill to include cut below topsoil stripping surface to finished subgrade surface, placement of fill as required, shaping to correct cross section and grades, proof rolling, compaction to 98% SPMDD, including export surplus fill offsite	LS	100%		
A.4	SP, 314	PROVISIONAL ITEM: Supply, place, fine grade and compact granular 'C'	tonne	50.0		
A.5	SR, SP, 490, 510	Sawcut existing barrier curb horizontally to create drop curb for site entrance	m	13.8		
A.6	SP, 401, 410	Supply and install 200mm dia. perforated HDPE subdrain, including bedding, sewer, placement, backfilling with approved native material, compaction, and management of surplus sewer spoil.	m	50.3		
A.7	SP, 402, 407	Supply & install 600 x 600mm OPSD 705.010 catch basin complete with OPSD 400.020 frame and grate, silt sacks, and straw bales complete	each	2		
A.8	SP, 402, 407	Supply and install 450x450 Nyoplast Landscape Catchbasins, including excavation, bedding, placement, backfill with native material, compaction, management of sewer spoils, local dewatering, pipe connections, complete.	each	1		
A.9	SR, 206, 314	PROVISIONAL ITEM: Grade, shape, compact and proofroll parking lot to subgrade.	sq m	298.5		
A.10	SP, 314	PROVISIONAL ITEM: Supply, place, fine grade and compact granular 'B' subbase in parking lot to 100% SPMDD (300mm depth)	tonne	250.0		
A.11	SP, 314, 206	PROVISIONAL ITEM: Supply, place, fine grade and compact granular 'A' base in parking lot to 100% SPMDD (150mm depth)	tonne	118.2		
A.12	310, 312	PROVISIONAL ITEM: Supply, place, fine grade and compact HL8 binder asphalt in parking lot to 97% MRD (60mm depth)	tonne	50.0		
A.13	SP, 310, 313	PROVISIONAL ITEM: Supply, place, fine grade and compact HL3 asphalt in parking lot to 97% MRD (40mm depth)	tonne	32.0		
A.14	710	PROVISIONAL ITEM: white lane markings per OPSS 1716 as per the drawings, including accessible symbol 100mm hatch pattern and 100mm solid white	LS	1.0		
A.15	SP, SP 2.29, 351	Supply and install 1.5m wide by 100mm thick concrete sidewalk, including placement, grading and compaction of 100mm of OPSS Granular 'A' to Village Standards.	sq m	110.8		
		Basket Ball Court				
A.15		Supply and construct 100mm concrete pad (32 mPa) c/w standard broom finish, 6x6x6 wire mesh, and 200mm haunch around perimeter, including rebar, sawcuts, power washing, placement, fine grading and compaction of 200mm of OPSS Granular 'A' to 100% SPMDD and two coats of white traffic paint per OPSS 532 (white).	sq m	167.4		
A.16		Supply and place basketball hoop with pole, complete per detail.	each	1		
		Playground Structure				
A.17		Supply and construct concrete curb	m	50.0		
A.18		Supply and install 225mm engineered wood fiber safety surface, including 75mm of approved drainage granulars with geotextile underlay (Terrafix 270R or approved equal) as approved by the playground manufacturer.	LS	1.0		
A.19		Supply and install Custom APE Play Structure (VPE-A-XP-0) using a combination of stringers and poured concrete footings, including 125mm dia. wood posts and 19mm anti-static HDPE panels with UV stabilizers. Colour to be confirmed with the Owner prior to construction.	LS	1.0		
		Fitness Structure				
A.20		Supply and construct 100mm concrete pad (32 mPa) c/w standard broom finish, 6x6x6 wire mesh, and 200mm haunch around perimeter, including rebar, sawcuts, power washing, placement, fine grading and compaction of 200mm of OPSS Granular 'A' to 100% SPMDD.	sq m	80.0		

1. SCHEDULES OF ITEMS AND PRICES		May 9, 2019
PREPARED BY: DEVELOPMENT ENGINEERING (LONDON) LIMITED		
VILLAGE OF POINT EDWARD TENNIS COURTS		
DEL19-015		

SECTION A - SITE PREPARATION, REMOVALS, AND RESTORATION

ITEM NO.	OPSS NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
A.21		Supply and install ActiveFit Outdoor Fitness Stations, including poured concrete footings. Colour to be confirmed with the Owner prior to construction: FIT-0004 Air walker; FIT-00016 Leg Press; FIT-00041 Kneelift/Stepper Combo; FIT-00049 Recumbant Bike/Hand Bike Combo;	LS	1.0		
Repair and Colour Tennis Courts						
A.22		Power wash tennis courts; Install three layers of SportMaster Acrylic Patch Binder to low spots; Install three layers of SportMaster Acrylic Patch Binder to minor cracks and tennis net post foundations; Supply and install Armour or Riteway Crack Repair System to structural cracks; Supply and install one coat of SportMaster Adhesion Promoter; Supply and install two coats of SportMaster Court Resurfacer; Supply and install two coats of SportMaster Colourcoat; Supply and install new white tennis court lines x2; Supply and install yellow pickleball lines x1; Supply and install new tennis net posts; Supply and install new tennis nets and center bands.	LS	1.0		
A.23		Supply and plant three gallon shrubs:				
a)		Yellow Spirea	each	8		
b)		Cedar Globes	each	7		
A.24		Supply and plant trees:				
a)		Silver Maple (50mm caliper)	each	7		
b)		Blue Spruce (75mm caliper)	each	1		
A.25	180, 802, 803, 804	Restore disturbed grassed areas with min. 150mm imported topsoil	sq m	450.0		
A.26	206, 803	Fine grade, supply and place approved nursery sod, including watering for a minimum of 60 days or until roots have germinated.	sq m	450.0		

SECTION A - SITE PREPARATION, REMOVALS, AND RESTORATION SUBTOTAL

1. SCHEDULES OF ITEMS AND PRICES	May 9, 2019
PREPARED BY: DEVELOPMENT ENGINEERING (LONDON) LIMITED	
VILLAGE OF POINT EDWARD TENNIS COURTS	
DEL19-015	

SECTION B - MISCELLANEOUS

ITEM NO.	OPSS NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
B.1	GC, 706	Supply all material and conduct all work required to provide and maintain traffic control as per OTM Book 7 including preparation and revisions of traffic control plans	LS	1.0		
B.2	GC, 127, 805	All other items including locates, layout, mobilization, publication of substantial Performance, site trailer, misc. tools etc.	LS	1.0		
B.3	GC	Geotechnical Allowance		Allowance	2,000.00	2,000.00
B.4	GC	50% Performance and Maintenance Bond	LS	1.0		
B.5	GC	50% Labour and Material Payment Bond	LS	1.0		

SECTION B - MISCELLANEOUS SUBTOTAL

DESCRIPTION	CONTRACT PRICE
SECTION A - SITE PREPARATION, REMOVALS, AND RESTORATION SUBTOTAL	
SECTION B - MISCELLANEOUS SUBTOTAL	
SUBTOTAL	
CONTINGENCY	20,000.00
SUBTOTAL	
13% HARMONIZED SALES TAX	
TOTAL CONTRACT PRICE	

HOURLY RATES TABLE

The following unit prices shall be used when valuating additional work done on a time and material basis.

These unit prices are to include the actual cost of wages and salaries paid by the Contractor to its employees that are working on the project, to the extent that they are working at the site, plus actual payroll burden costs imposed in respect of holiday pay, vacation pay, medical insurance premiums, union benefits and all other indirect costs to the contractor arising from the employment of such employees; provide that:

- i. No overtime payments shall form part of the Contractor’s cost.
- ii. No wages or salaries of head office personnel shall form part of the Contractor’s cost.
- iii. Transportation costs paid to employees shall not exceed one hour of wages plus payroll burden per day per employee plus actual transportation costs.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
Labour:			
	Foreman with truck	Hour	_____
	Pipelaye	Hour	_____
	Labourer	Hour	_____
	Operator	Hour	_____
	Truck Driver	Hour	_____

Equipment (excluding Operator)

	Type and Size		
Hydraulic Backhoe	_____	Hour	_____
Front End Loader	_____	Hour	_____
Bulldozer	_____	Hour	_____
Tractor Backhoe	_____	Hour	_____
Compactor (Sheeps-foot)	_____	Hour	_____
Tri-Axle Truck	_____	Hour	_____
Jackhammer & Compressor	_____	Hour	_____
Hoe Ram	_____	Hour	_____

Note: Any additional equipment used, and not listed above, will be subject to rates equal to “80 percent (80%) of the O.P.S.S. form 127 rate”. **DO NOT TOTAL** or carry forward.

SECTION 2

INFORMATION FOR TENDERERS

INFORMATION FOR TENDERERS

INDEX

1.	General	1
2.	Contract Administrator.....	2
3.	Tenderers May Obtain Interpretation of Tender Documents	2
4.	Prices Submitted.....	2
5.	Allowance For Certain Items	2
6.	Insurance	3
7.	Declaration – Worker’s Compensation/Corporation Tax Act (WD-1)	3
8.	Workplace Safety and Insurance Board	3
9.	Requirements at Time of Tendering.....	3
10.	Tender Open for Acceptance.....	3
11.	Notification of Contract Award.....	4
12.	Informal or Unbalanced Tenders.....	4
13.	Requirements at Time of Execution	4
14.	Withdrawal of Tenders.....	5
15.	Ability and Experience of Tenderers.....	5
16.	Exclusion of Tenderers in Litigation.....	5
17.	Exclusions of Tenderers Due to Poor Performance	6
18.	Single Tender	6
19.	Bid Deposit with Tender	6
20.	Bonds.....	6
21.	Preconstruction Requirements.....	7
22.	Sub-Surface Soil Investigations	7
23.	Harmonized Sales Tax	7
24.	Contract Documents	8
25.	Health and Safety Documentation.....	8
26.	Guidelines for Excavation Near Gas Lines	8

1. General

SEALED TENDERS will be received by the Development Engineering (London) Limited – 41 Adelaide St. N., Unit 71, London, Ontario, N6B 3P4 for the construction of:

Project: Village of Point Edward Tennis Courts

Project Number: DEL19-015

Tenders shall be submitted in an envelope provided by the Contractor not later than 2:00pm (local time)

May 9, 2019

Drawings and Tender Documents will be made available to tenderers electronically by private invitation only or may be obtained at the office of the Contract Administrator.

Conditions relating to tendering as prescribed in the Tender Documents must be complied with. The lowest or any Tender shall not necessarily be accepted.

Electronic submission of the tender documents will be accepted. Emailed tenders must be received by the tender closing date and time. It is the Contractor's responsibility to verify that Development Engineering has received their tender prior to tender closing time. Development Engineering is not responsible for any email delays on the sending or receiving end of the transmissions. Electronically submitted tenders not received by the submission date and time will not be accepted or opened. The Bid Bond and Agreement to Bond is to be scanned and included with digital submissions. The two lowest bidders may be required to provide original Bid Bond and Agreement to Bond upon request by the Engineer after Tender close.

Upon Contract award, original Bid Bond and Agreement to Bond must be provided as part of the Contractors Contract Submission.

All index and reference numbers in the Tender Documents are given for the convenience of the Contractor and such must be taken only as a general guide to the items referred. It must not be assumed that such numbering is the only reference to each item, but the Tender Documents must be read in detail for each item.

Tenders received by the Contract Administrator later than the specified closing time will be returned unopened to the Tenderer.

Conditions relating to tendering as prescribed in the Tender Documents must be complied with. The lowest or any Tender shall not necessarily be accepted.

"It is anticipated that construction can **commence May 13, 2019**, with inspections and deficiencies completed by June 28, 2019.

This contract is a calendar day contract and shall account for typical and seasonal weather delays. In the event of an Owner delay, the Contractor shall update the schedule immediately to reflect any changes to the completion date and submit for approval of a time extension.

It will be the contractor's responsibility to schedule his forces accordingly to ensure that works are completed on schedule. Construction may be done simultaneously on multiple parts of the contract. However, the contractor shall ensure that their subcontractors are scheduled accordingly to complete the restoration of all streets without undue delay after underground servicing is complete.

2. Contract Administrator

Name Development Engineering (London) Limited

Address 41 Adelaide St. N., Unit 71, London, Ontario, N6B 3P4

Contact Person Jeff Thomas

Telephone Number 519-672-8310 Fax: 519-672-4182

Location of Tender Documents 41 Adelaide St. N., Unit 71, London, Ontario, N6B 3P4

3. Tenderers May Obtain Interpretation of Tender Documents

Should any person contemplating submitting a Tender for the proposed Contract require additional information concerning the scope of the work or the manner in which it must be carried out, or should he be in doubt as to the meaning of the Drawings and Specifications, he may submit a written, faxed or emailed request to the Contract Administrator for such additional information or for such interpretation.

The person submitting the request will be responsible for its prompt delivery. Any such information interpretation or interpretations will be provided in an Addendum issued three calendar days prior to the closing day for Tenders, if mailed, or Twenty Four (24) hours if hand-delivered or emailed. A copy of such Addendum will be mailed, delivered or faxed to each person who has taken out a set of Tender Documents. Any information or interpretation for all tenders will not be permitted within 48 hours of closing. This allows the Contract Administrator 24 hours to address any concerns before the 24 hour deadline to issue an addendum. The Contract Administrator reserves the right to issue any additional Addenda. Any Addenda issued during the time of tendering shall be taken into account in preparing the Tender, and in closing the Tender, they shall become a part thereof. The Owner will not be responsible for any verbal instruction given to the Contractor during the tendering period.

4. Prices Submitted

The tender price or prices quoted in the Tender shall be in full compensation for all labour, equipment and materials and utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted therefrom which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

5. Allowance For Certain Items

No provision has been made in the Form of Tender to allow for certain items. A partial list of such items may include the Contractor's site offices; stores and conveniences; maintenance of flow and traffic, barricades, signs, flagmen, etc.; insurance; watchmen, permits and approvals (other than those to be paid for by the Owner); items required by the Drawings or Specifications but which have been omitted from the Schedule of Items and Prices and other items required by the Contract, but not specifically related to or covered by the other items in the Schedule of Items and Prices. Payment for

such items shall be in accordance with paragraph 02) of Ontario Provincial Standards General Conditions of Contract Clause GC8.02.01 PRICE FOR WORK.

6. Insurance

Insurance requirements shall be in accordance with Ontario Provincial Section GC6 INSURANCE, PROTECTION AND DAMAGE.

7. Declaration – Worker’s Compensation/Corporation Tax Act (WD-1)

At the time of execution of the Contract and prior to receiving payment for substantial and total performance of the work, the successful Tenderer shall submit a Declaration stating that he has paid all assessments or compensations payable and has otherwise complied with all the requirements of the Workplace Safety and Insurance Board, and that the successful Tenderer has paid all taxes and/or penalties imposed on it by the Corporation Tax Act of the Province of Ontario.

8. Workplace Safety and Insurance Board

At the time of execution of the Contract, the successful Tenderer shall furnish the Owner with a Certificate of Clearance from the Workplace Safety and Insurance Board. The successful Tenderer shall further maintain that good standing throughout the contract period.

In addition, the successful Tenderer will also be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board throughout the Contract, including all payment certificates.

If the Tenderer fails to pay the required assessment or compensation, the Owner may pay such assessments or compensation to the Workplace Safety and Insurance Board and deduct such amounts from the Tenderer.

9. Requirements at Time of Tendering

Failure of the Tenderer to comply with any of the following shall result in the Tender being rejected

- (a) The Tenderer shall submit an **original** signed and sealed bid deposit with his Tender.
- (b) The Tenderer shall submit the Form of Tender issued by the Contract Administrator.
- (c) The Tenderer's business name shall be inserted in at least one of the two spaces provided in the Form of Tender.
- (d) The signature of the person authorized to bind the Tenderer shall be inserted in the space provided in the Form of Tender.
- (e) The name of the bonding company shall be inserted in the space provided in the Form of Tender. In addition, a letter of agreement to bond from the Bonding Company shall be submitted with the Tender Documents.
- (f) The Tenderer shall not apply any conditions whatsoever to the Total Contract Price.

10. Tender Open for Acceptance

The Tenderer shall keep his Tender open for acceptance and irrevocable until 60 days have elapsed from the closing date of the Tender or a formal contract is executed, based on a Tender other than this one.

11. Notification of Contract Award

The awarding of the Contract, based on this Tender, shall constitute and be an acceptance of this Tender, and the Owner shall notify the successful tenderer of the contract award. The contract award will be at the discretion of the Owner after evaluation of the total contract price. The lowest bid will not necessarily be awarded the contract.

12. Informal or Unbalanced Tenders

In addition to those errors in the Tender that shall result in the Tender being rejected, as indicated in Clause 9 "REQUIREMENTS AT TIME OF TENDERING", Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations, errors or irregularities of any kind, or contain prices which appear to be unbalanced as to be likely to adversely affect the Owner, may be rejected as informal.

All blanks must be legibly and properly filled in. Should any uncertainty arise as to the proper manner of doing so, the required information will, upon request, be given by the Contract Administrator. Tenderers who have submitted Tenders which have been rejected by the Owner because of informalities will be notified of the reasons for rejection. When checking Tenders, the following procedures shall be used:

- (a) If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.
- (b) If both the unit price and the total price are left blank, then both shall be considered as zero.
- (c) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
- (d) If the total price is left blank for a lump sum item, it shall be considered as zero.
- (e) If the Tender contains a mathematical error, and/or transcription, the error shall be corrected and the corrected total contract price shall govern.
- (f) Failure to acknowledge all issued addenda shall result in the tender being rejected

13. Requirements at Time of Execution

Subject to an award of the Contract by the Owner, the Tenderer is required to submit the following documentation in a form satisfactory to the Owner for execution within seven (7) days after being notified in writing to do so by the Owner.

- (a) Executed Bonds
- (b) Executed Agreement
- (c) Insurance
- (d) Declaration
 - i) Workers' Compensation
 - ii) Corporation Tax Act

- (e) Workplace Safety and Insurance Board - Certificate of Clearance
- (f) Ontario RSO 1990 C.O ,Occupational Health and Safety Act & Regulations
 - i) Verification of Registration as Contractor (with Ministry Of Labour)
Note: only required once for the Owner's files
 - ii) Confined Space Policy

14. Withdrawal of Tenders

A Tenderer who has submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Tenderer for this Contract.

A Tenderer may withdraw his Tender at any time up to the official closing time by letter bearing the signature of any person authorized by the Tenderer.

All withdrawn or superseded Tenders will be returned unopened.

15. Ability and Experience of Tenderers

No Tender will be considered from any Tenderer unless known to be skilled and regularly engaged in work of a character similar to that covered by the Drawings and Specifications. In order to aid the Owner in determining the ability of any Tenderer, the Tenderer shall, within 48 hours after being requested in writing by the Contract Administrator, furnish evidence satisfactory to the Owner of the Tenderer's experience and familiarity with work of the character specified and his financial ability to prosecute the proposed work properly to completion within the specified time. The evidence requested may, without being limited thereto, include the following:

- (a) The Tenderer's performance record with listing of work of a similar character and proportions which he has constructed, giving the name of the owner, date built and construction cost.
- (b) A tabulation of other work now under contract, giving the location, type, size, required date of completion and the percent of completion to date of each job.
- (c) An itemized list of the Tenderer's equipment available for use on the proposed Contract.
- (d) A listing of the major parts of the work which are proposed to be sublet.
- (e) The Tenderer's latest financial statement.
- (f) Evidence that the Tenderer is licensed to do business in the Province of Ontario, in the case of an Owner organized under the laws of any other Province or Country.

16. Exclusion of Tenderers in Litigation

The Owner may, in its absolute discretion, reject a Tender or Proposal submitted by the Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Owner, its elected or appointed officers and employees in relation to:

- i. Any other contract or services; or
- ii. Any matter arising from the Owner's exercise of its powers, duties, or functions.

In determining whether or not to reject a quotation, tender or proposal under this clause, the Owner will consider whether the litigation is likely to affect the Tenderer's ability to work with the Owner, its consultants and representatives, and whether the Owner's experience with the Tenderer indicates that the Owner is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Tenderer.

17. Exclusions of Tenderers Due to Poor Performance

- a) The Owner shall document evidence and advise in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety Violations.
- b) The Owner may prohibit any unsatisfactory supplier from bidding on future contracts for a period of up to three years

18. Single Tender

A single tender may be opened and the Owner reserves the right to accept or reject it.

19. Bid Deposit with Tender

Tenders must be accompanied by an original bid deposit in the form of a sealed and signed Bid Bond, irrevocable Letter of Credit, Certified Cheque, or Canadian Currency (PHOTOCOPIES OR FAXED COPIES OF BID BONDS WILL RESULT IN THE BID BEING REJECTED). Subject to the written approval of the Owner, prior to Tender closing, other securities will be accepted as a bid deposit.

Bid bonds submitted as a security shall be in accordance with the standards of the Canadian Construction Association and shall be from the same guarantee surety company supplying the Performance and Labour and Material Bonds for this Contract. Should the Tenderer withdraw his tender before 60 days have elapsed from the closing date of the Tender, or a formal Contract is executed, based on a tender other than this one, or fail to comply with any or all the requirements at the time of execution, the Owner shall be at liberty to retain the money deposited by the Tenderer to the use of the said Owner as liquidated damages, and to accept any other Tender or advertise for new Tenders, or carry out the work in any other way as the said Owner may in its sole discretion deem best; the Tenderer also agrees to pay to the said Owner the difference between the price or prices set out in this Tender and any greater sum or sums which the said Owner may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders, and fully to indemnify and save harmless the said Owner and/or its officers, agents, or servants from all loss, damage, liability, cost charges, or expense whatever which it, they or any of them may suffer, incur or be put to by reason of any such default or failure.

Bid deposits will be returned to bidders upon award of the Tender by the Owner except for that of the successful Tenderer and the next lowest Tenderer who will have their bid deposits returned upon execution of the Contract Document by the Owner.

20. Bonds

The Contractor shall, on or before the execution of the Contract, produce and file with the Owner the following bonds:

- (a) a performance bond in the amount of 50% of the total contract price for any construction contract

- related to the project and which is for an amount greater than \$150,000.00 covering the performance of that construction contract and the correction of any deficiencies.
- (b) a labour and material payment bond in the amount of 50% of the contract price for any construction contract related to the project and which is for an amount greater than \$150,000.00 covering the payment for labour, material or both.

Each bond shall be issued by a surety bonding company approved by the Owner and licensed to carry on business in Ontario.

21. Preconstruction Requirements

The following documents are required for review and or approval prior to any construction related activities:

- i) “Pre-Construction / Work Safety Checklist”;
- ii) Construction Schedule;
- iii) List of Sub Contractors; (Including Health & Safety Acknowledgements)
- iv) Material Suppliers

22. Sub-Surface Soil Investigations

Sub-surface soil investigations have not been conducted for this project. Tenderers will not be permitted to conduct individual test pits.

23. Harmonized Sales Tax

Harmonized Sales Tax applies to all goods and services purchased by the Owner. H.S.T. is calculated, at the applicable tax rate, on these purchases and is payable by the Owner at the time payment is made for the purchase.

Tenderers will be required to register for purposes of the tax, collect the tax on their taxable supplies with the Owner and remit as required by legislation. Tenderers must supply the Owner with their H.S.T. registration number.

The total contract price shall be inclusive of all government sales taxes, including H.S.T., custom duties and excise taxes applicable with respect to the contract, and shall be paid by the Tenderer unless otherwise provided by statute. The estimated amount of Harmonized Sales Tax must be disclosed separately on the Form of Tender. The Owner will pay the Contractor all amounts of H.S.T. in respect of the project.

24. Contract Documents

With the exception of Section 2 - Information for Tenderers, the following documents shall be part of this Contract, including revisions and amendments, up to and including the dates indicated.

<u>Section</u>		<u>Attached Or Not Attached</u>		<u>Revision/Amendment Date</u>
Section 1	Form of Tender	Attached		May 9, 2019
Section 2	Information for Tenderers (not part of Contract Document)	Attached		May 9, 2019
Section 3	Special Provisions	Attached		May 9, 2019
Section 4	Workers' Compensation Declaration Tax Act	Attached		2019 Edition
Section 5	Form of Agreement	Attached		May 9, 2019
Not Attached	Ontario Provincial Standards for Roads and Municipal Services, Volumes 1 to 4 inclusive and Volumes 7 and 8	Reference Document Not Attached		Volume 1 Nov. 2016 Volume 2 Nov. 2016 Volume 3 Nov. 2016 Volume 4 Nov. 2016 Volume 7 Nov. 2016 Volume 8 Nov. 2016
Section C	CCDC Statutory Declaration re: Liens and Payment of Accounts	Reference Document Not Attached		2001
Section D	Forms (Bonds and Misc.) i) Performance Bond ii) Labour and Material Payment Bond	Reference Document Not Attached		2019 Edition
Section E	Issued for Tender Contract Drawings as listed below	Part of Tender Document and Contract Document		As Noted

- Sheet 1 – Existing Conditions, Site Servicing, Surfacing and Grading Plan
- Sheet 2 – Temporary Traffic Management Plan and Phasing Scope and Construction Notes

25. Health and Safety Documentation

The Owner may complete a safety audit at the completion of the project. The Contractor shall provide to the Owner copies of the following documentation:

- Acknowledgement of receiving “Notification of Designated Substances on Project”
- Pre-construction / Work Safety Checklist
- Notice of Project
- Confined Space Entry Permit (as required)
- Registration of Constructors and Employees Engaged in Construction
- Traffic Control Checklist and Safety Plan (as required)
- Excavation and Confined Space Checklist Report
- Supervisor’s Weekly Report on Contractor Safety Meeting
- Weekly Contractor Health and Safety Meeting Report
- Contractor Weekly Safety Meeting Attendance Report

26. Guidelines for Excavation Near Gas Lines

Please refer to the Technical Standards and Safety Authority Website, www.tssa.org for the manual “Guidelines for Excavations in the Vicinity of Gas Lines”. This manual is to be included with the job site safety documentation, and is to be discussed at the first weekly Contractor Health and Safety Meeting, and documented in the associated report.

SECTION 3

SPECIAL PROVISIONS

SPECIAL PROVISIONS

INDEX

1. GENERAL REQUIREMENTS	1
.1 Scope of Work	1
.2 Construction Schedule and Completion.....	1
.3 Construction Work Plan.....	2
.4 Working Area.....	2
.5 Traffic Control	2
.6 Approvals and Permits	3
.7 Public Relations	3
.8 Contract Documents.....	3
.9 Temporary and Permanent Utility Support.....	4
.10 Trench Width and Trench Condition	5
.11 Maintenance of Flows.....	5
.12 Provisional Items	5
.13 Environmental Protection	5
.14 Basis of Payment.....	7
.15 Additional / Extra Work.....	8
.16 Liquidated Damages	9
.17 Geotechnical Allowance	9
.18 Deficiency Requirements.....	9
2. TENDER ITEMS	11
.1 Traffic Control	11
.2 Construction Layout and Surveying	12
.3 Dust Control.....	12
.4 Tree Preservation Fencing	12
.5 Topsoil Stripping and Disposal.....	12
.6 Excavation.....	13
.7 Local Dewatering	14
.8 Storm Pipe Installation.....	14
.9 Catchbasins	14
.10 Granular 'B' Subbase.....	15
.11 Granular 'A' Base	15
.12 Asphalt Hot Mix HL3 and HL8	16
.13 Concrete Sidewalk/Pads.....	16
.14 Pavement Markings	16
.15 Topsoil Placement.....	17
.16 Sod	17
.17 Tennis Court and Surfacing	17

1. GENERAL REQUIREMENTS

.1 Scope of Work

- .1 The work of this Contract involves the construction of:
Village of Point Edward Tennis Courts with earthworks, grading, servicing, parking lot and concrete pad construction and feature installation.

.2 Construction Schedule and Completion

- .1 The Contractor shall submit two (2) copies of the proposed construction schedule for approval five (5) working days prior to the preconstruction meeting. The schedule shall show clearly, in weekly stages, the proposed progress of the Project elements.

- .1 Site Preparation/Mobilization
- .2 Earthworks
- .3 Tree Preservation Maintenance, Site Preparation
- .4 Underground Servicing
- .5 Parking Lot and Concrete Pad Construction
- .6 Fitness Pad and Playground Construction and Feature Installation
- .7 Surface Works and Restoration
- .8 Tennis Court Rehabilitation

It is anticipated that construction will commence May 13, 2019 pending all approvals and permits, with **project completion including all required inspections by June 28, 2019.** The Contractor shall include all costs associated with time of year construction and site conditions within the tender items. Consideration for a return to the site for seeding, landscaping and surface works shall be included in the working days.

This contract is a calendar day contract and shall account for typical and seasonal weather delays. In the event of an Owner delay, the Contractor shall update the schedule immediately to reflect any changes to the completion date and submit for approval of a time extension. Owner delays will result in a time extension only, additional costs due to delays will not be entertained.

It will be the Contractor's responsibility to schedule their forces accordingly to ensure the project is completed on schedule. Construction may be done simultaneously on multiple parts of the Contract; however, the Contractor shall ensure that their sub-Contractors are scheduled accordingly to complete the restoration of all streets without undue delay after underground servicing is complete.

For Substantial Performance purposes, the intent of the Contract shall be to:

- Complete all servicing, complete with testing and free of all deficiencies.
- Complete all surface works to HL3 and concrete elevations;
- Substantial Performance milestones will be independent of liquidated damages and completion date or working day deadlines.

.3 Construction Work Plan

- .2 Prior to the start of construction, the Contractor will prepare a detailed Work Plan that describes the proposed methods or procedures for each construction operation.
- .3 Work Plans for construction operations to include:
 - .1 Crews and equipment
 - .2 Traffic control
 - .3 Site preparation and access/haul routes
 - .4 Handling of excavated materials
 - .5 Pipe and material delivery and handling
 - .6 Pipe installation including backfilling, compacting and trench support system
 - .7 Control of drainage and storm water flows
 - .8 Disposal of surplus excavated material
 - .9 Preservation and protection of existing facilities
 - .10 Environmental controls
 - .11 Saw Cutting
 - .12 Restoration
- .4 Work Plans shall include all text descriptions and drawings required to demonstrate the Contractor's proposed operation or as otherwise necessary for the proper execution of the work. Do not make any changes to Work Plans after final review without written permission of the Contract Administrator.
- .5 Review of Work Plans and product data shall not relieve the Contractor from responsibility for results arising from any error or omission.

.4 Working Area

- .1 The Working Area for the construction site is defined by site boundaries as shown on the drawings. The Contractor must restrict construction-related activities to the limits of the Working Area and the road allowance. The Contractor is directed to the Supplemental General Conditions clause GC 3.06 Working Area.
- .2 All areas disturbed as a result of the Contractor's construction efforts must be restored to a condition at least as good as immediately prior to construction. The Contractor shall prohibit the committing of nuisance on or in the vicinity of the site.
- .3 Site access shall be from Monk Street and shall require appropriate signage and flagging for any interruption to external traffic.

.5 Traffic Control

- .1 The Contractor shall abide by the Ontario Traffic Manual Book 7 and will be fully responsible to provide, implement and maintain a current traffic control plan throughout construction as per MOL requirements.

- .2 Traffic control within the Work Area including all signing is the Contractor's responsibility. The Contractor shall arrange with the Village to co-ordinate the timing of the installation and removal of traffic signing as required.
- .3 The Contractor shall maintain all roads open to local traffic and shall provide for service and emergency vehicle access throughout construction and the site at all times.
- .4 Traffic Management Plans included in the tender sets are provided for reference purposes only. The Contractor is responsible to provide and maintain Traffic Control Plans as required to meet all requirements of OTM Book 7 and MOL. Additional or alternate plans, signage, labour and material required other than what is shown on the Traffic Management Plan are the responsibility of the Contractor including all associated costs. Additional claims due to revised traffic control measures will not be considered for payment.

.6 Approvals and Permits

- .1 All approvals are in place for this project.
- .2 The Contractor shall be responsible for obtaining all permits required to complete this work.

.7 Public Relations

- .1 The Contractor shall appoint a competent representative to receive and deal with any complaints from the general public in regard to safety or nuisances directly related to the work. Deal promptly with all complaints received and carry out remedial actions to prevent further complaints.
- .2 The Contractor shall notify the Contract Administrator immediately of any complaints of damage to property or personal injury and action taken in respect to any complaints and outcome of such actions. Maintain complete records of contacts with the general public.
- .3 The Contractor shall give adequate notice of schedule (timing and location), of movement of materials, construction activities, maintenance and repairs to affected landowners and occupants of properties within or adjacent to the Working Area. Comply with reasonable landowner requests regarding access, installation of temporary fencing, etc.

.8 Contract Documents

- .1 All work to be completed under this Contract shall conform to the latest Ontario Provincial Standards for Roads and Municipal Construction Projects and the Ontario Provincial Standards for Roads and Municipal Services as listed in the Information for Tenderers. Where the specifications refer to "Measurement for Payment" and "Basis of Payment" and no corresponding item is included in the Form of Tender, then payment for that portion of the work shall be deemed to be included in the "Total Contract Price".
- .2 The following documents shall be part of this Contract, including revisions and amendments

- Form of Tender
 - Special Provisions
 - Form of Agreement
 - Ontario Provincial Standards for Roads and Municipal Services, volumes 1 to 4 inclusive and Volumes 7 and 8
 - Project Completion Checklist
 - Contract Drawings as listed below:
 - Sheet 1 – Existing Conditions, Site Servicing, Surfacing and Grading Plan
 - Sheet 2 – Temporary Traffic Management Plan and Phasing Scope and Construction Notes
- .3 Contract unit prices shall be used to complete the works where applicable. If circumstances are encountered during construction that requires changes to the prices, the Contractor shall not proceed with changes until authorization has been provided from the Contract Administrator. The Contract Administrator will issue a Contemplated Change Notice (CCN) requesting revised pricing. Upon acceptance of revised pricing, the Contract Administrator shall issue a Change Order (CO) authorizing the Contractor to proceed with the change.
- .4 The Contractor shall Project scheduled work to allow for any delays associated with the approvals. Payment for delays will not be made unless approved by the Contract Administrator.
- .5 The Contractor shall note that Harmonized Sales Tax (H.S.T.) will be implemented as per GC8.02.08

.9 Temporary and Permanent Utility Support

- .1 The Contractor is responsible for the organization and scheduling of all locates prior to construction including site verification, hand excavation, hydro-excavation, by whatever method is required. These costs are to be included in the tender.
- .2 The Contractor shall temporarily and/or permanently support utilities as required by the governing authorities. Where utilities cross or are adjacent to the storm sewer trench and at a size not covered by OPSD - 1007.01, the Contractor shall submit shop drawings to the Contract Administrator and governing authority for review and approval 48 hours prior to crossing the utility.
- .3 The Contractor will be responsible for locating and uncovering these utilities by excavation, with hand tools if necessary, where required, to facilitate sewer installation and road construction and guarantee protection of utility servicing.
- .4 It shall be the Contractor's responsibility to notify the Village and Utility Owners when cables, gas mains and watermain, under which sewers are to be installed, have been exposed. The Contractor shall, at his expense, make all necessary arrangements with utility bodies for locates, permission to excavate their utilities and supervision, if required.
- .5 Where these utilities are crossed under with sewers, they must be temporarily supported during construction to the satisfaction of the utility owner. The cost of temporary supports shall be included in the unit prices quoted for sewer construction.

- .6 The Contractor shall be responsible for all damages and costs whatsoever, suffered by the Village of Point Edward, or any person or persons, Corporation or Corporations and the Contract Administrator, whether for personal or property damage or interruption of service and generally for all damages and costs as a result of any disturbance of the existing utilities located on the subject lands, caused by his servants, employees, agents or sub-Contractors employed by him, including the maintenance period required of the Contractor; and the Contractor hereby agrees to indemnify and save harmless the Owner, the Contract Administrator and the Village of Point Edward from all claims for damages and costs, which damages and costs shall be the sole responsibility of the Contractor.
- .7 Temporary and permanent utility support shall be included in the unit prices tendered for the installation of the portion of the storm sewer the utility is adjacent to or crosses.

.10 Trench Width and Trench Condition

- .1 The Contractor shall include in his Contract Unit Prices, the provision of a trench liner of the appropriate dimensions and/or such other methods as might be necessary to comply with the requirements of the Occupational Health and Safety Act and Ministry of Labour requirements.

.11 Maintenance of Flows

- .1 The Contractor shall maintain storm water runoff and sanitary flows throughout the duration of construction.
- .2 Prepare flow control and maintenance plan as part of the construction work plan.
- .3 The Contractor shall ensure that the surrounding properties are adequately protected from flows and erosion caused from stripping the site of topsoil and altering the topography until permanent erosion control methods have been established.
- .4 Any costs related to this operation shall be included in the tender item prices.

.12 Provisional Items

- .1 A provisional Item is one which may or may not be included as part of the Contract. The Contract Administrator will make the decision as to whether this item will form part of the Contract as the work progresses. Payment for Provisional Items will only be made for work authorized by the Contract Administrator.
- .2 Payments for work performed under a Provisional Item will include all costs to the Contractor incurred in performing the stipulated work including a Contractor's profit and overhead. Payment for a Provisional Item will be by Unit Price bid in the Form of Tender for work described.

.13 Environmental Protection

- .1 General
 - .1 The Contractor shall conduct his operations so as to limit any detrimental effects upon the environment. He shall maintain control of operations at all

times in order to avoid the occurrence of machinery oil spills, excessive sediment-laden runoff from the work site or damage to private property.

.2 Refueling Areas

- .1 Review in detail the proposed route of construction to plan access route and fueling areas.
- .2 Do not fuel equipment within 30 metres of any watercourses unless non spill facilities are used

.3 Spills

1. Submit procedures for interception, rapid clean up and disposal of spillages that may occur, for Contract Administrator's review, prior to commencing work.
2. Be prepared at all times to intercept, clean up and dispose of any spillage that may occur whether on land or water. Keep all materials required for cleanup of spillages readily accessible on site.
3. Report immediately any spill causing damage to environment to the Office of the Ministry of Environment Spills Action Centre at the 24 hour toll free number – 1-800-268-6060.

.4 Disposal

- .1 Do not empty fuel, lubricants or pesticides into sewers or watercourses. Dispose of all construction debris in an approved location.
- .2 Do not bury rubbish and waste materials on site unless approved by the Contract Administrator.

.5 Drainage and Water Control

- .1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water. Control disposal of runoff of water containing suspended materials or other harmful substances in accordance with governing authority requirements. Do not pump water containing suspended materials into waterways, sewers or drainage systems.
- .2 Provide straw bale filter berms or sandbags as required to retard and filter run-off prior to discharge to storm sewers or watercourses. Do not direct any flow of water across or over pavements, except through approved pipes or properly constructed troughs. Provide splash pads where water is discharged to watercourse. Dispose of water so as not to be injurious to public health or safety, to property or to any part of work completed or under construction.

.6 Tree and Plant Protection

- .1 Protect trees, shrubs and plants on site and on adjacent properties. In general, protect roots of all trees to the drip line during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic,

dumping and storage of materials over root zones. No trees shall be unnecessarily removed.

.7 Pollution Control

- .1 Provide and maintain temporary erosion and pollution control measures as directed by the Contract Administrator. Control emissions from equipment and plant to local authorities emission requirements. Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary and haul roads.

.8 Fires

- .1 Fires and burning of rubbish on site is not permitted.

.9 Noise Control

- .1 Establish and maintain site procedures such that noise level from the construction area is minimized. Hours of work and operation of equipment shall conform to local by-laws.
- .2 Control noise level in accordance with local by-laws and comply with noise emission standards for construction equipment as contained in the publications NPC-115 and NPC-118 of the MOEE Model Municipal Noise Control By-law Final Report, August 1978.
- .3 Use vehicles and equipment equipped with efficient muffling devices. Provide and use devices that will minimize noise level in construction area.

.10 Mud and Dust Control

- .1 The Contractor shall be responsible for the control of and cleanup of, mud and dust nuisance both within the limits of the site and elsewhere from his operations as directed by the Contract Administrator.

.14 Basis of Payment

- .1 Unless specific items are set out in the Form of Tender, payment for General Requirements including environmental protection shall be at the Contract Unit Price for the construction of the works and shall include full compensation for all labour, equipment and materials required to do the work for the above general requirements.
- .2 No additional payments, unless specified in the Form of Tender, will be made for the maintenance or replacement of sedimentation and erosion control works that might be required during the course of construction including maintenance and restoration prior to Project completion.
- .3 A Statutory Declaration and current WSIB certificate is to be provided by the Contractor with all payment certificate requests.
- .4 Payment Certificate cutoff date will be the 25th of the month, quantities shall be verified by the Inspector and the Contractor. Any additional invoicing is to be submitted to our office by

the 25th to be included in the current draw. Late requests will be addressed on the following month's draw.

.15 Additional / Extra Work

- .1 Items not covered by unit pricing under the Contract and considered changes in the work, additional or extra work as per OPSS definitions shall be completed as per the following.
- .2 Changes in the work, additional or extra work will utilize submitted unit pricing (if available) in the contract which will include all overhead and profit. Submitted contract unit pricing will be assumed to include overhead and profit.
- .3 Changes in the work, additional or extra work to be completed on this Project will be subject to written approval by the Contract Administrator. Written approval shall be provided in the form of a Change Notice **prior to** the work being performed. Payment will be based on actual measured quantities and contract rates unless specified otherwise. Any changes in the work, additional or extra work undertaken without written approval will be at the Contractors' risk.
- .4 A request for payment shall be submitted to the Contract Administrator including:
 - Contractual eligibility and complete documentation of the claim,
 - Reason for the claim,
 - Quantification of the claim.
- .5 For the quantification of approved changes to be completed on a time and material basis in addition to the original Contract, the Contractor may apply mark-ups for overhead and profit. Only equipment, labour and material required for the time and material works will be considered for payment, and shall be documented with the following:
 - A copy of the Foreman's daily time sheet (signed by the Inspector);
 - A copy of the suppliers invoicing for material claims;
 - A copy of all material tickets (i.e. gravel, asphalt);
 - Partial claim submissions without the above documentation will not be reviewed until all information has been submitted.

Allowable chargeable overhead and profits are based on the following, and shall include all site and office related overhead costs:

- Mark-up on own forces and material 5% overhead, 5% profit;
- Sub-Contractor mark-up on work of their own forces and material 5% overhead, 5% profit;
- Contractor mark-up on work of sub-Contractor, 5% overhead only;
- On Credits, the amount shall be the net cost, without deduction for overhead or profit;
- Overhead and profit are to be applied to the net value of a change order after applicable credits have been deducted.

Note: submitted contract unit rates are not eligible for additional overhead and markup.

- .6 Work completed on a time and material basis requires the Contractor to inform the Contract Administrator to allow for inspection and verification of the time and materials utilized. Signed timesheets by the Contractor and Inspector will be required for submission to the Contract Administrator for review to determine eligibility for payment of the claim. All invoices shall be submitted within 30 days of the work being performed and include daily

signed time sheets by the Contractor and Inspector. Invoices submitted after 30 days will be at the Owner's discretion for eligibility of payment. Invoices submitted past 75 days of the work being performed will not be eligible for payment. It is the Contractor's responsibility to submit all paperwork in a timely manner. Signed time sheets do not guarantee payment and are for verification of work and material used.

- .7 Unit price items and AC index adjustments are excluded from all over head and profit mark-ups.
- .8 The Contractor is to schedule all time and material work to minimize impacts to other onsite activities and disruptions.

.16 Liquidated Damages

- .1 This special provision replaces and supersedes OPS General Condition of Contract Section GC 8.02.09 Liquidated Damages and City Supplemental General Condition (SGC) 8.02.09.
- .2 The Parties acknowledges that if the Contractor fails to complete the work in accordance with the Contract and to the satisfaction of the Contract Administrator within the time or times specified and the number of working days allocated (whichever comes first), the Corporation will suffer damages including but not limited to additional administrative and Project management expenses. The parties agree that the Contractor will pay to the Corporation the ongoing Contract administration costs for office supervision and field inspection, whether those costs are incurred directly by the City or through a third party, plus an additional sum of Two Thousand Dollars (\$2000.00) for each and every working day that the work or works remains unfinished after the time or date specified to cover administrative costs.
- .3 The amount is the liquidated damages that the Corporation will suffer by reason of a delay and not as a penalty. The Corporation may deduct any amount due under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable are in addition to and without the prejudice of any other remedy, action or other alternative that may be available to the Corporation.

.17 Geotechnical Allowance

- .1 It is the Contractor's responsibility to co-ordinate with the Geotechnical Engineer to ensure appropriate notice is provided to complete necessary testing to certify the Project.
- .2 An allowance has been provided to complete Geotechnical testing as required by the Geotechnical Engineer to certify the works. The Contractor shall coordinate and submit invoices and supporting documentation to substantiate the billing. The Contractor will be entitled to 5% markup on invoices.
- .3 The Contractor shall not exceed the Allowance limit without written approval from the Contract Administrator.

.18 Deficiency Requirements

- .1 Contractors are to review the site and confirm all works have been completed without deficiencies prior to requesting the initial inspection with the Engineer;

- .2 A deficiency list will be provided from the Engineer to the Contractor following the initial inspection. The Contractor shall submit a signed copy of the Project Completion Check List with their request for a re-inspection following remediation of the outstanding deficiencies. Any further inspections required due to outstanding items from the prior deficiency list or Project Completion Check list may be invoiced by the Engineer to the Owner and deducted from the amount payable to the Contractor at the Engineer's discretion;
- .3 The Engineer's deficiency list and Project Completion Check List are provided to assist the Contractor to complete the contract work to the City/Owner's satisfaction. The City/Owner may request additional repairs at their discretion. Any further City inspections may be invoiced by the City to the Owner and deducted from the amount payable to the Contractor at the Owner's discretion;
- .4 Additional Inspections and checks required beyond the completion date or beyond the allotted working days will be added to the Liquidated Damages claim against the project and invoiced to the Owner / Developer.
- .5 The Contractor is to have an onsite representative present for all inspection operations.
- .6 The Project Completion Checklist is included as Appendix A in the Contract.

2. TENDER ITEMS

.1 Traffic Control

- .1 In accordance with the approved Traffic Management plans included in the tendered drawings, work will encroach into the R.O.W. of Monk Street for construction of the works. The Contractor shall co-ordinate detours, agency notifications and provide traffic management in accordance with the approved plans at all times.
- .2 All external signing will be the responsibility of the Contractor. All barricades, signs and lights shall be erected and maintained throughout the duration of the Project, in accordance with Section GC 7.06, to the satisfaction of the Contract Administrator, and at the expense of the Contractor.
- .3 At least three weeks prior to commencing the work, the Contractor shall supply a Traffic Control Plan to the satisfaction of the Village Engineer. At least 2 weeks prior to the start of construction the Contractor shall install the advance notice signs. The Contractor shall provide advance notice to the Traffic Division of the Village of Point Edward.
- .4 The Contractor shall abide by the Ontario Traffic Manual - Book 7 Approved Traffic Management Plans. The Contractor will be fully responsible to implement and maintain the traffic control plan throughout construction.
- .5 Traffic control within the Work Area including all signing is the Contractor's responsibility. The Contractor shall arrange with the Owner/City to co-ordinate the timing of the installation and removal of traffic signing.
- .6 The Contractor shall maintain site access at all times for service and emergency vehicle access throughout construction.
- .7 At the end of each and every day, the work shall be backfilled so that no open trenches are evident and emergency vehicle (fire, ambulance and police) will have free access to the site.
- .8 Throughout the Project during the short-term disruptions it will be the Contractors responsibility to inform the residents at least 24 hours in advance of the pending work along with emergency services daily.
- .9 For tendering purposes, the Contractors are to bid on the TMP as outlined on the drawings. If following award of the Contract, the Contractor deems an alternate method, subject to approval by the Village of Point Edward, to be used, no additional payment to the submitted prices will be entertained. Payment will be as per tendered item unit prices.
- .10 Traffic Management Plans submitted for Approvals and included in the tender sets are provided for reference purposes only. The Contractor is responsible to provide and maintain Traffic Control Plans as required to meet all requirements of OTM Book 7 and MOL. Additional or alternate plans, signage, labour and material required other than what is shown on the Traffic Management Plan are the responsibility of the Contractor including all associated costs. Additional claims due to revised traffic control measures will not be considered for payment.
- .11 All costs associated with traffic control are to be included in tender items and will not be invoiced additional to the Contract.

.2 Construction Layout and Surveying

- .1 The Contractor shall confirm the existing ground surface prior to commencement of any construction operations and notify the Contract Administrator immediately of any discrepancies.
- .2 The Contractor shall provide sufficient staked information during the course of the earth works to allow the Contract Administrator's Inspector to verify and monitor progress. If the works are performed utilizing GPS technology the Contractor shall provide the site inspector with a GPS Rover as requested to perform spot elevation checks.
- .3 Construction Layout shall consist of (not limited to) the following:
 - Storm sewers, catch basins complete;
 - Staking for sub grading, granular, concrete and asphalt placement;
 - Staking for playground and fitness equipment
- .4 Payments will be based on a percentage complete until final surveys have been completed and compared for accuracy.

.3 Dust Control

- .1 The Contractor shall control dust generated as a result of construction activities as directed by the Contract Administrator at no additional cost to the contract;
- .2 Mud shall not be tracked on Monk Street. The Contractor is responsible to clean up any mud that is tracked on the road at their cost.

.4 Tree Preservation Fencing

- .1 Tree preservation fencing shall be installed and completed as per the detail. The Contractor shall protect and preserve existing trees.
- .2 Tree preservation fencing and protection shall be in accordance with OPSS 801, installed and maintained at the drip lines.
- .3 The Contractor shall note that the requirement to provide root pruning and protection with wet burlap or immediate soil cover is deemed incidental to excavation backfill operations and is not eligible as a pay item. Any trimming of tree branches or roots required to repair damage during construction shall be completed immediately and at no extra cost to the Contract as directed by the Contract Administrator.
- .4 All of the above work is to be in place, inspected and approved prior to construction. It will also be the Contractor's responsibility to maintain the controls throughout the entire Project. Payment will be as per measured quantity based on the tendered item unit rate.

.5 Topsoil Stripping and Disposal

- .1 Existing topsoil shall be stripped and stockpiled onsite for re-use. Excess topsoil shall be disposed offsite. The Contractor shall satisfy themselves to the validity of the original ground

elevations **PRIOR** to the disturbance of such surfaces. In the event that substantial grading work proceeds and the Contractor brings forward information disputing the disturbed ground surface, the original topographic information as provided by the Contract Administrator, will remain the basis of computing earthworks payments unless otherwise directed by the Contract Administrator at his sole and unfettered discretion.

- .2 All stockpiles shall be left in a safe and stable state during construction.
- .3 Handling, loading, hauling and staging of works and restoration are to be included in the tendered item lump sum price. No payment will be made for handling/stockpiling of material, compacted or removed volumes deemed incidental to the stripping operation.
- .4 The Contractor shall review the site prior to tender closing to determine existing overland flow routes and site conditions. All efforts and costs associated with controlling surface flows shall be included in the tendered price. The Contractor accepts the site "as is".
- .5 The Contractor shall be responsible for all testing costs (import or export) and all associated costs are to be included in the tender item.

.6 Excavation

.1 Material

Material samples have **not** been submitted for analysis to a laboratory accredited by the Canadian Association of Environmental Analytical Laboratories (C.A.E.A.L.) for the analysis of inorganic parameters under Table 1, 2 and 3. The results have not been analysed to provide a characterization of the soil type as stipulated in Reg.153/04.

- .2 All additional testing required by the receiving end to clear their conditions shall be borne completely by the Contractor.
- .3 Under no circumstances shall the Contractor claim additional payment from the Owner related to the removal and disposal of unsuitable material beyond the defined limits of work allowed under the items in the Contract. The arrangements of removal of unsuitable material shall be made prior to commencing construction.

.2 Excavation

- .1 The Contractor shall excavate to establish design subgrade or underside of topsoil, shape, compact to 98% as required, fine grade and proof roll subgrade. Surplus material shall be disposed of offsite
- .2 Excavation, handling, loading, hauling, sorting, placing, compaction, disposal fees, staging of works and restoration of the adjacent lands are to be included in the tendered item lump sum price. Temporary measures such as applying temporary cover and management of excavated materials shall be included in the lump sum price provided.
- .3 An original ground topographical survey has been completed by the Contract Administrator. The Contractor shall satisfy themselves that the contours provided in the tender drawings are correct.

- .4 A topographic survey will be conducted by the Contract Administrator to confirm the as constructed elevations are within 50 mm of design subgrade.
- .5 Earth excavation shall be completed in accordance with OPSS 206; vertical and horizontal grading tolerances shall be +30mm/-30mm and +100mm/-0mm respectively as per OPSS 206.07.01.07.
- .6 Unless otherwise specified by the Geotechnical Engineer or the Contract documents, the Layer Compaction Method shall be used for all earth compaction, and material shall be spread in lifts less than 300 mm deep (prior to compaction) as per OPSS 206.07.07.02.
- .7 The Contract Administrator shall review and check the subgrade elevations prior to Granular placement for accuracy. The Contractor Administrator shall provide spot checks only and it remains the Contractor's responsibility to construct all works to the correct elevations. Payment for material over-run will be at the Owners discretion.

.7 Local Dewatering

- .1 The Contractor is responsible for the control of surface and subsurface water as per OPSS 517.
- .2 The Owner shall not incur any additional cost involved with controlling surface and sub-surface flows.
- .3 Local dewatering, controllable by pumping during excavation, shall be included in the cost of pipe installation as required.

.8 Storm Pipe Installation

- .1 All storm sewers shall be constructed as per OPSS 401 for sewers.
- .2 Perforated HDPE pipe must be used for storm sewers as indicated on the FOT.
- .3 Backfill and compaction shall be as per OPSS 501, and the Geotechnical Engineer's recommendation.
- .4 The Contractor is to stockpile all unsuitable material at an onsite location as directed by the Contract Administrator (i.e. rocks) and dispose offsite. All costs associated with this operation shall be included in current submitted unit prices.
- .5 Payment will be as per the tendered item unit rate or lump sum prices provided for the appurtenances.

.9 Catchbasins

- .1 The catchbasins shall be OPSD 705.010 standard 600 mm x 600 mm, including but not limited to: excavation, bedding, placement of concrete pot, granular backfill, CSP subdrains, parging, and lift rings.

- .2 The landscape catchbasins shall 450mm x 450mm by Nyoplast or approved equal.
- .3 Frames and grates for catchbasins shall be per OPSD 400.020.
- .4 Catchbasins and landscape catchbasins shall be set to finished grade elevations.
- .5 Catchbasins and landscape catchbasins shall have silt sacks and staked straw bales installed immediately upon installation of the frame and lid that shall be included in the unit rate price of the catchbasins.
- .6 Payments shall be per each catchbasin, all inclusive, as per tendered item unit prices.

.10 Granular 'B' Subbase

- .1 Granular 'B' subbase is to be supplied, placed and compacted to 100% of SPMDD, to the thicknesses shown on the plans. All materials shall be non-frozen and must conform to OPSS specifications. Samples are to be collected by the Geotechnical Engineer at the source location prior to shipment, placement, tested and reported to the Engineer prior to use on site. Onsite material will be tested (from stock piles and during placement) to ensure consistency with the original collected samples. If any inconsistencies in the granular are encountered, any costs associated with retesting and delays in construction shall be the Contractor's responsibility.
- .2 Compaction shall conform to OPSS 501 and the Geotechnical recommendations on site.
- .3 The limits for the placement of Granular 'B' shall be to 300mm behind the edge of asphalt. The horizontal tolerance shall be +100mm/-0mm as per OPSS 206.07.01.07.
- .4 Water required to aid in achieving target compaction and dust control shall be provided by the Contractor and included in the tendered item unit rate placement of granulars.
- .5 It is the Contractor's responsibility to check all sub-grade elevations prior to placement and upon completion of Granular 'B' placement. Over-runs in quantity due to incorrect sub-grade elevations will not be considered for payment.
- .6 Payment will be at the tendered item unit price. Upon receipt and verification of weigh tickets. Weigh tickets to be computer generated or hand written and include gross, tare and net weights. Deviation from this must be approved by the Owner and Contract Administrator prior to material being imported to the site.

.11 Granular 'A' Base

- .1 Granular 'A' is to be supplied, placed and compacted to 100% of SPMDD as per OPSS 501, to the thicknesses shown on the plans. All materials shall be non-frozen and must conform to OPSS 1010. Samples are to be collected by the Geotechnical Engineer at the source location prior to shipment, placement, tested and reported to the Engineer prior to use on site. Onsite material will be tested (from stockpiles and during placement) to ensure consistency with the samples provided. If any inconsistencies in the granular are encountered, any costs associated with retesting and delays in construction shall be the Contractor's responsibility.

- .2 Granular 'A' base, as outlined in the form of tender, for the road, sidewalks and driveways, shall be supplied, placed and compacted to 100% SPMDD.
- .3 As per the excavation special provisions, the limits for the placement of Granular 'A' shall be to 300mm behind the edge of pavement. The horizontal tolerance shall be +100mm/-0mm as per OPSS 206.07.01.07.
- .4 It is the Contractor's responsibility to check Granular 'B' elevations prior to placement of Granular 'A'. Over-runs in quantity due to incorrect Granular 'B' elevations will not be considered for payment.
- .5 The price quoted shall include consideration to fine grade the granular 'A'.
- .6 Water required to aid in achieving target compaction and dust control shall be provided by the Contractor and included in the tendered item unit rate placement of granulars.
- .7 Payment will be at the tendered item unit price upon receipt and verification of weigh tickets. Weigh tickets to be computer generated or hand written and include gross, tare and net weights. Deviation from this must be approved by the Owner and Contract Administrator prior to material being imported to the site.

.12 Asphalt Hot Mix HL3 and HL8

- .1 The requirements of O.P.S.S. 310 and 1150 shall apply.
- .2 The minimum thickness of the compacted hot mix layer(s) should be as specified on the Contract drawings and/or in the tender document. The surface of the hot asphalt mix shall conform to the grades shown in the Contract drawings.
- .3 Payments will be as per tendered item unit prices based on weigh tickets provided. Payment adjustment for changes in the MTO Performance Graded Asphalt Cement Price Index will be eligible in accordance with OPSS Appendix 310-B (November 2008). Asphalt cement prices to be adjusted based on the pricing available at the time of tendering (based on Month April 2019)
- .4 Payment for all Asphalt items will not be released until the asphalt sample reports have been received from the Geotechnical Engineer and reviewed by the Contract Administrator.

.13 Concrete Sidewalk/Pads

- .1 Granular 'A' under sidewalks and concrete pads to be included in the tendered item unit prices provided.
- .2 Payment will be as per tendered item unit prices as measured in the field.

.14 Pavement Markings

- .1 The Contractor shall supply and install pavement markings, as per the Contract drawings, to O.P.S.S. 710.

- .2 Pavement markings shall be water-based paint as per O.P.S.S. 1716 on the parking lot.
- .3 For the basketball court, the pavement markings shall be two (2) coats of white traffic paint in accordance with OPSS 532.
- .4 Payments for placement of lane markings will be made on the basis of actual length of material installed, as per tendered item unit price.

.15 Topsoil Placement

- .1 The Contractor shall reuse topsoil as per OPSS section 802 for restoration.
- .2 Topsoil shall be placed in stockpiles in locations that have been approved by the Contract Administrator. Management of the handling of material and stockpiling in windrows shall be included in the tendered item lump sum prices for stripping the topsoil.
- .3 The unit price shall include all re-spread topsoil being raked clean of all sticks, rocks, weeds, etc. prior to sodding or seeding to the satisfaction of the Contract Administrator.
- .4 The unit price shall include consideration to load, haul, place and fine grade a minimum 150 mm depth of approved topsoil.
- .5 Payment will be per square metre as per tendered item unit prices.

.16 Sod

- .1 The Contractor shall supply and install approved nursery grade sod to OPSS section 803.
- .2 The Contractor is responsible for watering and maintaining the sod for a period of (60) sixty days, and must ensure that the sod is well established and rooted.
- .3 At the end of the 60-day period, the sod shall be green and succulent and show evidence of rooting into the underlying soil. Any area of sod which fails to meet these requirements shall be replaced by the Contractor and shall be subject to a further extension of a sixty-day maintenance period. The 60-day maintenance period shall exclude the winter dormant period of November 15th to April 15th inclusive.
- .4 The exact location and limits of sod placement will be as per the Contract documents or amended at the time of construction.
- .5 Fertilizer shall be spread at the recommended rates.
- .6 Payment will be per measured (placed) square metre as per tendered item unit prices.

.17 Tennis Court and Surfacing

Item 1. Court Cleaning and Preparation

- A. Remove any vegetation from all cracks.
- B. All structural and surface cracks will be pressure washed to remove all loose material.

- Mechanical cleaning with a vertically spinning narrow wire wheel may also be required.
- C. The courts shall be cleaned. An approved cleaning solution will be applied at a strength related to the amount of dirt/mold on the courts. The cleaning solution shall be one which is used on tennis court coatings and/or new or existing asphalt and concrete surfaces. A rotary pressure washer is the preferred method of cleaning to insure all dirt/mold etc. is removed consistently across the entire area of the courts. Hand held lance pressure washing is not permitted. The courts should be left to thoroughly dry before proceeding with any further work. This period shall be a minimum of 24 hours.

Payment for this item shall be done on a lump sum basis and being the total amount for the item as detailed in the Schedule of Costs.

Item 2. Structural Crack Repair

- A. All structural cracks shall be repaired using specifically designed tensile fabrics that bridge structural cracks.
- B. All structural cracks shall be filled using the methods and materials used to fill surface cracks.
- C. The contractor shall submit a mix design for crack filling material with the tender submission documents.
- D. Repairs shall be undertaken using the Armor Crack Repair System or the RiteWay Crack Repair System - no alternatives will be accepted.
- E. The crack repair system shall be resilient to extreme weather conditions and not create dead spots, bubbling and hollow sounding areas.
- F. The contractor shall submit a detailed description for the installation of the crack repair system including the any specific warranty associated with the crack repair system and manufactures specifications.

Payment for this item shall be paid based on unit measure - the completed work shall be measured and paid at the unit rate submitted for this item in the Schedule of Costs.

Item 3. Surface Crack Repair

- A. Surface cracks are repaired with the application of a 100% acrylic emulsion combined with an appropriate grade/type of sand and portland cement. SportMaster Patch Binder or approved equal will be acceptable.
- B. The contractor shall submit a mix design for crack filling material with the tender submission documents.

Payment for this item shall be paid based on unit measure - the completed work shall be measured and paid at the unit rate submitted for this item in the Schedule of Costs.

Item 4. Surface Ponding

- A. Best efforts shall be used to eliminate low areas with the application of a 100% acrylic emulsion combined with an appropriate grade/type of sand and portland cement. SportMaster Patch Binder or approved equal will be acceptable.
- B. The contractor shall submit a mix design for surface ponding filling material with the

tender submission documents.

- C. The courts shall be flooded, and low spots shall be identified while the courts are drying. The areas identified shall be recorded in a manner that allows for the filling of all low spots as required.
- D. Mixed filler shall be applied so that filling is undertaken by layers no greater than 6mm.
- E. Completed areas of filling shall be sanded level as required.

Payment for this item shall be paid based on unit measure - the completed work shall be measured and paid at the unit rate submitted for this item in the Schedule of Costs.

Item 5. Colour Resurfacing System

- A. When all cracks and low spots have been repaired/measured and inspected, the installation of an approved resurfacing system can proceed.
- B. The contractor shall submit manufactures documentation detailing the material type and installation procedures with the tender submission documents. Only manufactures that specialize in the manufacture of tennis court coating systems will be accepted.
- C. The courts shall be surfaced as follows:
 - i. Resurfacer Filler Layer: 1 coat
Mix Design: 10 gallons of resurfacer concentrate, 5 gallons of water, 200 lbs "of 30 to 40 mesh silica sand, 0.5 gallons of cement solution.
 - ii. Surface concrete adhesion promoter: 1 coat
 - iii. Resurfacer Layer: 1 coat
Mix Design: 10 gallons of resurfacer concentrate, 6 gallons of water, 150lbs of 50 to 60 mesh silica sand
 - iv. Colour Layer: 2 coats
Mix Design: 10 gallons of color concentrate, 5 gallons of water, 75lbs of 80 to 100 mesh silica sand, 1 gallon of pigment
- D. The colour for the inner courts shall be SportMaster Blue (or approved equal).
The colour for the outer courts shall be SportMaster Light Green (or approved equal).

Payment for this item shall be paid based on unit measure - the completed work shall be measured and paid at the unit rate submitted for this item in the Schedule of Costs.

SECTION 4

WORKERS' COMPENSATION DECLARATION - CORPORATION TAX ACT

CANADA)
)
 PROVINCE OF ONTARIO) IN THE MATTER OF the annexed Agreement made
) between
 COUNTY OF MIDDLESEX)
)
 TO WIT:)
)
) And
)
) **The Corporation of the Village of Point Edward**

dated the ____ day of _____ 20____, in respect of

)
)
 I, _____ of _____ in the County of _____,
 (name) (city, town) (county)
 do solemnly declare as follows:

1. That I am _____ and as such
(title, position)

have knowledge of the matters hereinafter declared to.

2. That _____ paid all assessments or compensation payable to the
(contractor)
Workplace Safety and Insurance Board.

3. That _____ paid all taxes and/or penalties imposed on it by The Corporation
(contractor)
Tax Act of the Province of Ontario.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

DECLARED before me at the City of _____,

in the County of _____, this

_____ day of _____, 20____.

(name, position)

A COMMISSIONER, ETC.

SECTION 5

FORM OF AGREEMENT

FORM OF AGREEMENT

THIS AGREEMENT made on the day of , 2019.

BETWEEN

The Corporation of the Village of Point Edward

(hereinafter called the “Owner”)

OF THE FIRST PART

- and –

(hereinafter called the “Contractor”)

OF THE SECOND PART

WITNESSETH

That the Owner and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

ARTICLE 1

(a) A general description of the work is:

- Tree Preservation Fencing;
- Topsoil stripping and Earthworks
- Servicing and Grading
- Surface Works
- Construction of Playground Equipment

(b) The Contractor shall, except as otherwise specifically provided, at his own expense, provide all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution of all the work set out in this Contract and shall forthwith according to the instruction of the Contract Administrator commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in Subsection GC3.07 EXTENSION OF CONTRACT TIME and Clause 7 FORM OF TENDER.

ARTICLE 2

In the event that the Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- (a) Agreement
- (b) Addenda
- (c) Special Provisions
- (d) Contract Drawings
- (e) Ontario Provincial Standards for Roads and Public Works, Volumes 1 – 4 inclusive and Volumes 7 and 8.
- (f) Tender
- (g) Working Drawings

ARTICLE 4

The Contractor shall not assign the Contract, either in whole or in part, without the written consent of the Owner, as set out in Subsection GC3.09 – Ontario Provincial Standards – General Conditions of Contract.

ARTICLE 5

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of all the work at the tendered unit item prices after measurement approved by the Engineer, the total which is presently estimated at _____
_____/100 (\$ _____)
including H.S.T., together with such additional sum or sums up to a maximum of _____
_____/100 (\$ _____)
including H.S.T., for such extra or additional work at the units rates or the amounts, as the case may be, stipulated in the written orders of the Engineer authorizing the extra or additional work; such payment, however, shall be subject to Article 2 hereof and subject to such additions and deductions as may be properly made under the terms hereof, and further subject to the provisions that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions.

ARTICLE 6

Where any notice, direction or other communication required to be or may be given or made by one of the parties hereto to the other or to the Contract Administrator or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following address:

<u>The Owner</u> The Corporation of the Village of Point Edward 135 Kendall Street Point Edward, On N7V 4G6	<u>The Engineer</u> Development Engineering (London) Limited 41 Adelaide Street N., Unit 71 London, On N6B 3P4
<u>The Contractor</u>	<u>Contract Administrator</u> Development Engineering (London) Limited 41 Adelaide Street N., Unit 71 London, On N6B 3P4

Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to the Contract Administrator of the Engineer, if appointed, and where any such notice, direction or other communication is given or made to such agent, a copy thereof shall likewise be delivered to the Engineer.

ARTICLE 7

A copy of each of the Tender, Special Provisions, Addenda to inclusive is hereto annexed and together with the plans, detailed drawings, Ontario Provincial Standards for Roads and Municipal Services, Volumes 1 - 4 inclusive, all as listed in the Information to Tenderers are made part of this Contract, as fully to all intents and purposes as though recited in full herein.

ARTICLE 8

No implied Contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied from anything in this Contract contained nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

ARTICLE 9

Time shall be deemed the essence of this Contract.

ARTICLE 10

The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance of the work, or that hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not rely upon information furnished by any methods whatsoever, by the Owner or its officers or employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Owner.

ARTICLE 11

In compliance with the current regulations made under the Retail Sales Tax, Ontario, for the purpose of the purchase of materials to be in the works which are the subject matter of this Contract, the Contractor is hereby appointed as a special purchasing agent for the Owner which will be provided to the Contractor.

ARTICLE 12

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written or cause their corporate seals to be affixed, attested by the signature of their proper Officers, as the case may be.

.....
Witness as to signature of Contractor (Contractor) (Print)

Date.....
(Contractor signature and seal)

.....
(Owner) (Print)

Date.....
(Owner signature and seal)

Construction Completion Checklist

To be used in addition to site deficiency list(s)

	Underground Servicing:	Initials	Completion Date <u>or</u> N/A
1.	All sanitary manholes have Parson inserts installed.		
2.	Benching, parging, pipes cut flush and unused knockouts are parged; All structures are clean/ free of debris, including steps in benching for large diameter storm sewers.		
3.	All CB/CBMH sumps have been cleaned.		
4.	All subdrains have been installed.		
5.	Sewer video inspection and mandrel, infiltration/ exfiltration testing have been completed as required, reports/ videos have been reviewed and approved. (Certificate Required)		
6.	All PDC's and sewer stubs are correctly marked with painted 2x4's.		
7.	Watermain Swabbing, Pressure test and Chlorination Complete, reports received.		
8.	All manhole and catch basin lids are in good condition and set to the required elevation with proper adjustment units, with steps max. 600mm from surface asphalt		
9.	All hydrants are set to finished grade , facing street/ fire route and marked with pressure (NFPA) classification (where applicable).		
10.	Water valves are set to finished grade , marked with 2x4s, with valve rods, extensions, and tracer wire inserted into top of the valve box.		
11.	Water service valves are marked, set to grade and are free of debris.		
13.	Water service tails are above grade and all water services have been checked for operation and supply.		
14.	Valve casings, standpipes and 1/4 turn plates are installed on blow offs.		
15.	Auto flusher installed, operational and timer set.		
16.	All applicable orifice plates (confirm size, shape, and elevation), Goss traps, and permanent filter bags are installed in storm structures.		
17.	Applicable LID's, OGS', infiltration galleries, u/g storage galleries, and rip-rap, have been installed, inspected, and (where specified) certified by supplier.		
18.	Bio-retention Cells have been installed, inspected and filter media has been protected during construction and tested by Geotechnical Engineer (w reports).		
19.	Rooftop storage has been certified by the Mechanical Engineer and surface storage volumes have been verified.		



	Surface Works:	Initials	Completion Date <u>or</u> N/A
20.	All concrete works are free of cracks or other damage and have approved testing by the Geotechnical Engineer		
21.	All asphalt surfaces are clean, free of damage and draining properly and have approved testing by the Geotechnical Engineer.		
22.	All boulevards are properly graded , and stones removed from topsoil. Sodded/ Seeded areas are in good condition.		
23.	Overland Flow Routes are graded to design with regard for max. width, depth of ponding & separation from FFF.		
24.	Curb Cuts have been cut to the correct elevation and location.		
25.	All construction debris and surplus materials have been removed from the site.		
26.	All required erosion control measures were installed, and temporary ESC measures have been removed after asphalt/seed/sod placement/ establishment.		
27.	Retaining Walls including appurtenances are installed at the design elevations and are certified by the supplier/ Structural Engineer.		
28.	External: Road Widening, length/ width, and tapers are confirmed. Turning lanes, Medians, and permanent lane markings complete		
29.	External: Street lighting, signage, and intersections complete		

The items on this list which are applicable to the project in question are to be initialed complete by the Contractor; signed, dated, and submitted to Development Engineering. To avoid re-inspection costs, all items are to be completed prior to the Engineer’s Inspection. Refer to the drawings and special provisions for additional details.

X
 Contractor Signature

X
 Date