



**THE CORPORATION OF
THE TOWNSHIP OF TAY
P.O. BOX 100
450 PARK STREET
VICTORIA HARBOUR, ON
L0K 2A0**

PUBLIC WORKS DEPARTMENT

CONTRACT 2010-08

**SIDEWALK REPLACEMENT
VARIOUS LOCATIONS**

TENDER CLOSING DATE IS: MARCH 25th , 2010 (2:00:00 P.M.)

**450 PARK STREET,
VICTORIA HARBOUR, ONTARIO**

**Nick Colucci, P. Eng
Director of Public Works
Township of Tay
P.O. Box 100,
Victoria Harbour, ON L0K 2A0
(705) 534-7248 Ext. 224
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TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT

INDEX TO CONTRACT DOCUMENTS

SECTION A	INSTRUCTIONS TO TENDERERS
SECTION B	FORM OF TENDER SCHEDULE OF UNIT PRICES STANDARD FORM OF AGREEMENT
SECTION C	SPECIAL PROVISIONS
SECTION D	PRELIMINARY LIST OF LOCATIONS
SECTION E	GENERAL CONDITIONS (IN LEGAL COPIES ONLY)

SECTION A

INSTRUCTION TO TENDERERS

TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT

**TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT**

SECTION A

INFORMATION TO TENDERERS

A1. SCOPE OF WORK

The work consists of the supply of all labour, material, equipment and supervision necessary to complete the work shown, or described by, or reasonably inferred from these contract documents. Without limiting the qualifications of the foregoing the work consists of the following:

Sidewalk removal and construction at various locations.

A2. GENERAL CONDITIONS, STANDARD SPECIFICATIONS & DRAWINGS

All work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as adopted by the Township, and the current Township Supplemental Specifications and Drawings. The current General Conditions apply to this contract and will be included in the legal documents.

A3. SOILS REPORTS AND TEST PITS

Not applicable to **Contract 2010-08.**

A4. SUBSTITUTIONS

Where, pursuant to the contract documents, the Contractor is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of a tender. No substitutions shall be made without the prior approval of the Director of Public Works. No tender price shall be based on a presumed acceptance by the Director of Public Works of a substitute item of supply.

A5. TENDER INFORMATION MEETING

Not applicable to **Contract 2010-08**.

A6. ADDENDA

Tenderers may, during the tendering period, be advised by addenda of required additions to, deletions from, or alterations in the requirements of the tender documents.

A copy of all Addenda shall be either hand delivered, or sent by courier, electronic correspondence, or facsimile, to each prospective bidder who has obtained Tender Documents.

Addenda will be issued under the following circumstances:

- a) Interpretation of tender documents as a result of queries from prospective bidders;
- b) Revision, deletions, additions or substitutions of any portion of tender documents.

All such changes as addressed in the addenda shall become an integral part of the tender documents and shall be allowed for in arriving at the tender price.

Oral instructions shall not be considered valid unless they are confirmed in writing by the Director of Public Works.

A7. TENDER CONFIDENTIALITY

The Township of Tay will consider all tenders as confidential, subject to the provisions set out in the Municipal Freedom of Information and Protection of Privacy Act. The names of the Tenderers and the total amount of the tenders will be made available to the public. However, unit prices will **not** be made available to the public.

A8. TENDER DEPOSIT, PERFORMANCE GUARANTEE

Each tender must be accompanied by one of the following alternatives:

- A) A tender deposit in the form of a certified cheque in the amount of 10% of the tender price rounded upward to the nearest \$1,000.
- B) A tender deposit in the form of a Bid Bond in the amount of 10% of the tender price rounded upward to the nearest \$1,000.

The deposits of the two (2) lowest Tenderers are retained until the contract is awarded and the contract documents executed at which time, the deposit of the second lowest Tenderer will be returned.

The Bid Deposit shall be forfeited to the Corporation if the Tenderer who has been awarded the contract fails to execute and return the contract and to furnish all required documents within **fourteen** days after notice from the Corporation to do so.

A9. GOVERNMENT TAXES

The following government tax requirements are summarized only.

a) Gasoline and Fuel Taxes

The Contractor **shall pay all taxes** under the Gasoline Tax Act and the Motor Vehicle Fuel Tax Act on gasoline and diesel fuel used by him in the performance of the contract.

b) Ontario Provincial Sales Tax

Ontario Provincial Sales Tax **shall be** included in the tendered sums and rates for materials that enter into and form part of the works.

c) Federal Goods and Services Tax

Applicable Federal Goods and services Tax **shall not** be included in the unit prices tendered. GST shall be added at the end of the Schedule of Unit Prices to arrive at the Total Contract Price.

d) Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occur after the Tender Closing Date for this contract, and this change could not have been anticipated at the time of bidding, the Township will increase or decrease contract payments to account for the exact amount of tax change involved.

A10. WITHDRAWAL PROCEDURES

A Tenderer may request that his or her submitted tender be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the Tenderer wishing to withdraw from a particular tender must attend at the office of the Director of Public Works and execute an appropriate withdrawal form, signed by a principal of the Tenderer, or provide a letter from the Tenderer, signed by a principal, withdrawing the tender. The Agent and the Director of Public Works together shall then open the Tender Box, retrieve the withdrawn Tender, and hand it back unopened to the Tenderer.

The completed withdrawal form, specific to the time of return, shall then be signed by the Agent and the Director of Public Works, placed into the Tender Box and the Tender Box relocked.

The withdrawal of a tender does not disqualify a Tenderer from submitting another tender for the same contract provided that all of the tender procedures are observed and the new bid is deposited in the tender box prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one tender from the same Tenderer will result in the disqualification of the Tenderer.

The Bid Deposit shall be forfeited to the Corporation when a Tenderer attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

Occasionally, there may be more than one contract opened at the same tender opening. Immediately following the reading of tenders for any contract, the low Tenderer for that contract may withdraw upon written request signed by a principal of the company, any or all of his remaining tenders for the balance of tenders yet to be opened and read, and these will be returned, unopened, immediately to the Tenderer. Any such withdrawal(s) will not be reinstated under any circumstances, even if subsequent checking proves that tenders not withdrawn are in fact not the lowest of all tenders read.

A11. CLOSING DATE FOR TENDERS

A complete tender shall be delivered to the Township of Tay,

Mailing Address: 450 Park Street
Victoria Harbour, Ontario, L0K 2A0.

by no later than **2:00:00 p.m. Local Time, Thursday, March 25th, 2010**, sealed in envelope and submitted to the Township and shall include:

- a) Form of Tender & Schedule of Unit Prices supplied by the Township, complete in every detail, and
- b) the appropriate documents required under Section 8.

A12. TENDER OPENING

Tenders will be opened publicly at 2:15 p.m. on Thursday, March 25th, 2010 by the Director of Public Works in the Council Chambers, 450 Park Street, Victoria Harbour, Ontario.

A13. DISQUALIFICATION OF TENDERS

a) A tender shall be disqualified if:

1. Late Tender
2. Form of Tender provided not used
3. Tender not completed in ink or typewriter
4. Restrictions, qualifications, omissions, or additions made to Tender
5. Tender not properly signed, sealed or witnessed
6. Tender deposit not submitted or insufficient
7. Bonding requirements not met, or improperly submitted
8. Tender submitted electronically or by Facsimile
9. Failure to complete received Addenda on the Form of Tender, when one or more Addenda has been issued.

b) Tenders with arithmetic errors may be accepted; corrected extensions of unit prices must apply.

c) Tenders with Erasures, overwriting or strike-outs may be accepted, provided they are clear, prices are legible and any such changes are initialled by the Tenderer.

d) Single Tender - may be accepted, provided the bid price is not more than 10% greater than the estimated contract value.

A14. ACCEPTANCE OF TENDER & EXECUTION OF CONTRACT

No tender shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the Township of Tay or against whom the Township of Tay has a claim or has instituted a legal proceeding with respect to any previous contract, without prior approval of Council.

The Tenderer agrees that, notwithstanding anything to the contrary in this Contract, that a maximum of sixty days shall be allowed between the date that tenders are opened and the date that a tender is awarded, cancelled, or recalled.

Following contract award, the Township shall notify the successful Tenderer that his tender has been accepted. The formal contract agreement will also be sent to the successful Tenderer, with instructions on how to properly complete and sign the document.

The successful Tenderer is to be allowed not more than Fourteen (14) days from receipt of the document for the execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the Tender Deposit.

A15. RIGHT OF TOWNSHIP

The Township reserves the right to reject any or all tenders.

The Township shall not accept any inconsistency in the Unit Prices bid for the various Tenderer items.

The Township reserves the right to delete any portion or part of the work outlined and the bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

A16. WORKPLACE SAFETY AND INSURANCE BOARD

The successful Tenderer is required to provide a notice from the Workplace Safety and Insurance Board stating that he is in good standing with the Board, prior to the signing of the contract documents by the Township.

A17. INSURANCE

The following insurance requirements are summarized only and full particulars are contained in Section 6.03 of the General Conditions which shall in all cases prevail.

While the Contractor will be responsible for maintaining adequate insurance to cover all claims and save the Corporation harmless from all litigation arising from such claims, the Contractor shall at his own expense, maintain the following minimum insurance while this contract is in force and such insurance shall be entirely comprehensive for all phases of the work pertaining to the contract.

- a) All risks property insurance in a form acceptable to the Corporation on all buildings, structures, machinery, and equipment.
- b) Liability Insurance in a form acceptable to the Corporation in the following amounts;
 - i) Comprehensive General Liability and Property Damage for bodily injury or property damage, not less than **\$3,000,000** inclusive for any one occurrence.
 - ii) Automobile Public Liability and Property Damage for bodily injury or property damage, not less than **\$3,000,000** inclusive for any one occurrence.

The Liability Insurance must cover the use of explosives prior to such use when the work involves the use of explosives. The Contractor shall be solely responsible for all damage, loss or costs resulting directly or indirectly from the use of explosives. The Contractor shall indemnify and save harmless the Township of Tay from and against all claims, demands, loss, damages and costs resulting directly or indirectly from the use of explosives.

With respect to the Comprehensive General Liability Insurance, the Township of Tay must be added as additional insured.

The certificate(s) of insurance and copies of insurance policy(ies), each stating that this insurance is the primary insurance for purposes of the Contractor's General Liability and property damage and any other claims against the Township, must be filed with the Director of Public Works within fourteen (14) days of official notification of contract award by Township Council. The Township of Tay reserves the right to approve all Certificates of Insurance.

A18. PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be scheduled with the successful Tenderer, following contract award. The Contractor will be required to submit to the Township the following information at that time, namely:

- a) A construction “Progress Schedule” indicating clearly the proposed order and time allowance for various phases of the work in sufficient detail to show weekly progress.
- b) A “Traffic Protection Plan”.
- c) A listing of sub-contractors and suppliers that Contractor wishes to utilize for completing work on the contract.

A19. SAFETY

The Contractor must do all works in conformance with the Occupational Health and Safety Act, and regulations for construction projects.

A20. SAMPLE BONDS

Township of Tay
CONTRACT 2010-08
Sidewalk Replacement
At Various Locations

SPECIMEN
BID BOND

No. _____

\$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called Principal, and _____ as Surety, hereinafter called Surety are held and firmly bound unto The Corporation of the Township of Tay as Obligee, hereinafter obligee, in the full and just sum of _____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the principal and the Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Obligee, dated the _____ day of _____, 2010, for _____.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall have the said tender accepted within *sixty days* from the closing date of the tender call and shall enter into a contract with the Obligee and furnish a Performance Bond and a Labour and Material Payment Bond each in the amount of 100% of the contract and satisfactory to the Obligee or other acceptable security, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDE, HOWEVER, that the Surety shall not be (a) liable for a greater sum than the specified penalty of this bond nor (b) liable for a greater sum than the difference between the amount of the Principal's tender and the amount of the

tender that is acceptable by the Obligee nor (c) subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporat seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DATED this _____ day of _____, 2010.

Name of Contracting Company

Name of Bonding Company

Signature of Authorized Person
Person Signing for Contracting
Company (Seal)

Signature of Authorized
Signing for Bonding
Company

SECTION B

FORM OF TENDER

TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT

TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT

SECTION B

FORM OF TENDER

TENDER BY: _____

A Corporation having its head office at _____

OR (in case of a Partnership)

TENDER BY: _____

Place of business or residence _____

OR (in case of unincorporated or nonpartnership Tenderer)

TENDER BY: _____

Place of business or residence _____

hereinafter referred to as the Tenderer.

CLOSING TIME AND DATE FOR SUBMISSION TO THE TOWNSHIP IS

2:00:00 P.M., Local Time, Thursday, March 25th, 2010

TOTAL CONTRACT PRICE \$ _____

Total Contract Price to be repeated here in writing:

Note:

In case of a partnership, the name and place of business of each partner must be inserted. The successful Tenderer agrees that all prices bid in the Schedule of Unit Prices and all methods of payment stipulated in the Contract specifications and documents shall be irrevocable unless authorized by the Director of Public Works, and shall be binding for the term of the contract

THE TENDERER DECLARES THAT

- (a) No person, other than the Tenderer has any interest in this Tender or in the Contract proposed to be entered into.
- (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) The several matters stated in the said Tender are in all respects true.
- (d) The Tenderer has carefully examined the locality and site of the proposed works, as well as all the plans, drawings, profiles, the current Ontario Provincial Standard Specifications and Drawings as adopted by the Township, and the current Township of Tay Supplemental Specifications and Drawings, addenda, Form of Tender, Instructions to Tenderers, General Conditions, Special Provisions, Agreements and Bonds relating thereto, and hereby accepts the same as part and parcel of this Tender and hereby Tender and offer to enter into a Contract to do all the work, provide the labour, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case, freight, duty, exchange and all other charges, on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Tenderer also agrees that this offer is to continue open to acceptance until the formal Contract is executed by the successful Tenderer for said work and that the Township may at any time without notice accept this Tender whether any other Tender has been previously accepted or not, and the Tenderer hereby agrees that, if the Tenderer withdraws this Tender before the Township shall have considered the Tenders and awarded a Contract, the amount of the deposit on this Tender shall be forfeited to the Township.

If this Tender is accepted, the Tenderer agrees to furnish an approved surety for the proper fulfilment of the Contract as required under the terms of Section 8 of the Instructions to Tenderers, and to execute the Agreement in triplicate within fourteen (14) days after being notified so to do by the Director of Public Works. In the event of default or failure on the Tenderer's part so to do, the Tenderer agrees

that the Township shall be at liberty to retain the deposit for the use of the Township, and to accept the next lowest or any Tender, or to advertise for new Tenders, or to carry out the works in any other way it may deem best. The Tenderer agrees that in the event of default or failure and the Township retains the deposit, that deposit shall be applied by the Township to the difference between this Tender and any greater sum which the Township may expend or incur by reason of such default or failure, or by reason of such action on the part of the Township, including the cost of advertisement for new Tender. In the event that the costs are less than the amount of the deposit, the balance will be returned to the Tenderer. In the event of a shortfall between the amount of the deposit and the costs incurred as a result of the default or failure, then the Tenderer agrees to pay that difference. The Tenderer thereby agrees to indemnify and save harmless the Township and its officers and servants from all loss, damage, cost charges, and expenses which they may suffer or be put to by reason of any such default or failure.

This offer shall be irrevocable for a period of sixty (60) days following the date of the Tender closing, and the Township may at any time, within the time set forth above, without notice accept this Tender whether or not any other Tender has been previously accepted.

If awarded the Contract, the Tenderer agrees to complete the work in accordance with the contract documents including Section 1 (Commencement and Completion) of the Special Provisions and the following Addenda.

- Addendum No. _____ dated _____,2010
- Addendum No. _____ dated _____,2010
- Addendum No. _____ dated _____,2010
- Addendum No. _____ dated _____,2010

INSTRUCTIONS ON SIGNING

READ THE SIGNING INSTRUCTIONS. FAILURE TO PROPERLY EXECUTE THIS BID MAY DISQUALIFY YOUR BID.

IF THE BIDDER IS A CORPORATION

If the bidder is a corporation, a duly authorized officer(s) of the Corporation must sign on the signing line above the statement “I have the authority to bind the Corporation”. If a Corporate seal is available, please affix the seal. The bidder must also complete the *COMPANY NAME, NAME OF PERSON SIGNING, POSITION OF PERSON SIGNING*, in the space provided.

IF THE BIDDER IS AN INDIVIDUAL

If the bidder is an individual, the bidder must sign in the presence of a witness who must also sign.

IF THE BIDDER IS PARTNERSHIP

If the bidder is a partnership, at least one partner must sign and that partner warrants that he/she binds the partnership. The partner(s) must sign in the presence of a witness who must also sign. The bidder must also complete the *COMPANY NAME, NAME OF PERSON SIGNING, POSITION OF PERSON SIGNING*, in the space provided.

DATED at Victoria Harbour, this _____ day of _____, 2010.

BIDDER SIGN HERE

(Company Name)

_____/_____
(Name of Person Signing) (Please Print) (Position of Person Signing) (Please Print)

_____/_____
(Signature of Person Signing) (Signature of Witness)
(*"I have the authority to bind the Corporation"*) (If applicable)

ALL TENDERS OR ANY TENDER MAY BE REJECTED AND A CONTRACT MAY BE AWARDED TO ANY BIDDER NOT NECESSARILY THE LOWEST OR HIGHEST AS THE CASE MAY BE.

SCHEDULE OF UNIT PRICES

CONTRACT 2010-08 Sidewalk Replacement At Various Locations

	OPSS	DESCRIPTION	QUANTITY	UNIT	TOTAL
1	351, 510	Concrete Sidewalk (Removal and Replacement)	1640 sq.m	\$_____	\$_____
2	351,510	Concrete Sidewalk (Installation)	810 sq.m	\$_____	\$_____
3	351, 510 510, 571	Concrete Sidewalk (Removal of Sidewalk)	1280 sq.m	\$_____	\$_____
4	600,000	Concrete Roll Curb Gutter (Install)	580m (Provisional)	\$_____	\$_____
SUB-TOTAL PART 'A'					\$_____
5% G.S.T.					\$_____
TOTAL CONTRACT PRICE					\$_____

THIS AGREEMENT made in triplicate this ____ day of _____, **2010**.

B E T W E E N:

THE TOWNSHIP OF TAY

hereinafter called the "**TOWNSHIP**"

OF THE FIRST PART

hereinafter called the "**CONTRACTOR**"

OF THE SECOND PART

WHEREAS the Township has awarded to the Contractor Contract **2010-08** for the **SIDEWALK REPLACEMENT AT VARIOUS LOCATIONS**, in the Township of Tay herein referred to and identified by the signature of the Contractor, the Contractor having put in a Tender therefore, a copy of which is hereto annexed, which said Tender was opened on the **25th** day of **March, 2010**, and was accepted by Recommendation of Committee of all Council and ratified by Township Council on the ____ day of _____, **2010**;

NOW THEREFORE, THESE PRESENTS WITNESS that the Contractor hereby covenants and agrees with the Township in manner following, namely;-

(1) To execute and perform the whole of the work herein mentioned with due expedition and in a thorough workmanlike manner, in strict accordance with the provisions of this Contract, and the said Specifications and General Conditions and the Plans herein referred to (which are identified by the signature of the Contractor and the Township's Mayor and Clerk, and are made part of this Contract as if embodied herein, and thereafter to maintain the same as therein provided, and that in the execution and performance of the said work the Contractor will carry out, perform, observe, fulfil and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in the said Specifications and General Conditions to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated herein;

(2) To indemnify and keep indemnified and save harmless the Township and each of its officers, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Township, its officers, servants and agents, and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Township, its officers,

servants and agents by reason of or on account or in consequence of the execution and performance of the said work or of the non-execution or imperfect execution and performance thereof or of the supply or non-supply of plant or material therefore;

(3) To pay to the Township, and to such officers, servants, or agents thereof, on demand, any loss, costs, damages or expenses which may be paid, sustained or incurred by the Township or any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any moneys paid or payable by the Township or any of its officers, servants or agents in settlement or in discharge thereof, or on account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any moneys so paid or payable by the Township, its officers, servants or agents, and also any moneys payable by the Contractor under any of the terms and conditions of this Contract may be deducted from any moneys of the Contractor then remaining in the possession of the Township on account of this or any other Contract, or may be recovered from the Contractor the Surety named in the Bond hereto attached in any court of competent jurisdiction as moneys paid at their request;

AND the Contractor hereby authorizes and empowers the Township or its Solicitor for the time being to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Township or its said Solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Township or its Solicitor in its behalf, and to pay to the said Solicitor on demand his reasonable costs of defending, settling, or compromising any such actions, suits, claims, liens, executions or demands as the Township may deem it expedient to defend, settle or compromise, and that in default of such payment the same may be deducted from any moneys payable by the Township to the Contractor on any account whatever;

PROVIDED, however, that the Contractor may at the expense of the Contractor, take charge of and conduct the defence in the name of the Township to any such action, claim or suit.

THE TOWNSHIP covenants with the Contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, and if the Contractor shall carry out, perform, observe, fulfil, keep and abide by all the covenants, agreements, stipulations, provisions, terms and conditions of this contract, the Township will pay the Contractor therefore the Contract price (as determined by the unit prices and quantities involved) mentioned in said Tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender) and such payments may be made in the manner and subject to the holdbacks and liquidated damages mentioned in the said General Conditions, upon Certificates signed by the Director of Public Works;

PROVIDED that no money shall become due or be payable under this Contract unless and until a Certificate therefore shall have been signed by the Director of Public Works, the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof;

PROVIDED FURTHER that the Township shall not be liable or compelled to pay for any extras or additional work not included in this Contract except only in the manner and as provided for herein;

PROVIDED ALSO that the Township shall not be liable or compelled to grant or issue any Certificate for work rejected or condemned by the Director of Public Works, or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the Director of Public Works, and it is hereby expressly provided that the granting of any certificate or the payment of any moneys hereunder shall not be construed as an acceptance of any bad or defective work or material to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to or discovered by the said Director of Public Works at the time such Certificate was granted, or moneys paid therein;

AND IT IS understood and agreed between the parties hereto as follows:

That this Agreement and the covenants and conditions herein and in the General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Contractor and the Township, respectively; and

In this Agreement, and in the Contract, of which this Agreement forms a part, the words "person", "Plans", "shall", "may", "herein", "works", "Contract", "Contractor", "Inspector", "Director of Public Works", and the words used in the singular number or the masculine gender, shall have the meaning and effect given to them in the General Conditions hereto annexed, or in the Interpretation Act of the Revised Statutes of Ontario;

IN WITNESS WHEREOF the parties hereto have affixed their Corporate seals to these presents duly attested by their proper signing officers authorized in that behalf.

INSTRUCTIONS ON SIGNING

IF THE BIDDER IS A CORPORATION

If the bidder is a corporation, a duly authorized officer(s) of the Corporation must sign on the signing line above the statement “ I have the authority to bind the Corporation”. If a Corporate seal is available, please affix the seal. The bidder must also complete the *COMPANY NAME, NAME OF PERSON SIGNING, POSITION OF PERSON SIGNING*, in the space provided.

IF THE BIDDER IS AN INDIVIDUAL

If the bidder is an individual, the bidder must sign in the presence of a witness who must also sign.

IF THE BIDDER IS PARTNERSHIP

If the bidder is a partnership, at least one partner must sign and that partner warrants that he/she binds the partnership. The partner(s) must sign in the presence of a witness who must also sign. The bidder must also complete the *COMPANY NAME, NAME OF PERSON SIGNING, POSITION OF PERSON SIGNING*, in the space provided.

DATED at Victoria Harbour, this _____ day of _____, 2010.

BIDDER SIGN HERE

(Company Name)

(Name of Person Signing) (Please Print)

(Position of Person Signing)

(Signature of Person Signing)
("I have the authority to bind the Corporation")

Signature of Witness
(if applicable)

THE TOWNSHIP OF TAY

THE TOWNSHIP OF TAY

MAYOR

ALISON THOMAS, CLERK

SECTION C

SPECIAL PROVISIONS

TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT

**TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT**

**SECTION C
SPECIAL PROVISIONS**

SIDEWALK REPLACEMENT - VARIOUS LOCATIONS

1. WORK PROGRESS SCHEDULE

The contractor shall be required to submit a Work Progress Schedule to the Township of Tay prior to the commencement of work. Such schedule shall be in a form acceptable to the Township of Tay and shall clearly indicate the proposed order and time allowance for the various phases of the work, in sufficient detail to show weekly progress.

2. STORAGE AREA AND FIELD OFFICE FOR CONTRACTOR

The Township of Tay shall **not** make an area available to the contractor for the contractor's use for a field office and/or storage area on each site. The contractor shall be responsible for providing a field office for his use.

3. TRAFFIC CONTROL - FLAGGING AND BARRICADING

Flagging for traffic control on this contract shall be in conformance with the Traffic Control Manual for Roadway Work Operations (Construction Signing Section of the Manual of Uniform Traffic Control Devices for Ontario) as applicable.

Prior to commencing work on any street, the contractor shall, with the Engineer, inspect all municipal signs located on municipal property, and ascertain what signs on municipal property will have to be relocated so as not to interfere with his operations. The Township of Tay will remove and/or relocate these signs.

The contractor shall immediately notify the Engineer of any signs removed or damaged due to his operation so that these signs may be replaced or repaired as, as the case may be. The cost of replacement or repair of any signs, removed or damaged by the contractor shall be charged to the contractor.

4. INCIDENTAL ITEMS

No additional payment will be made for any incidental items including the following unless expressly provided for in the contract:

- (a) Cost of bonds and insurance.
- (b) Cost of permits and fees.
- (c) Cost of providing and maintaining barriers and lights.
- (d) Cost of removing and relocating to a temporary or final locations, when required by the Engineer, small signs, fences, hedges, and other minor obstructions interfering with construction including street signs, speed limit signs, no parking signs, waste containers, mailboxes and other miscellaneous signs or obstructions.
- (e) Equipment and labour costs for normal roadway maintenance within the contract limits.
- (f) Cost of providing and maintaining construction signs.

5. DUST CONTROL

The contractor will be solely responsible for controlling dust resulting from his operation.

Those qualities of water and calcium chloride which both,

- (i) applied to areas within the right-of-way, and
- (ii) authorized by the Director of Public Works as made necessary and unavoidable for the prevention of dust or hazard to the public,

will be measured for payment as provided for elsewhere in the contract.

The contractor's attention is drawn to his responsibility under Clause GC 6.02 of the General Conditions of the contract.

6. COMPACTION OF MATERIALS WHERE WORKING SPACE IS LIMITED

When it is impossible to compact earth or granular materials immediately adjacent to footings, abutments, wingwalls, piers, pipe culverts, haunches of culverts, retaining walls, sewers, manholes, catchbasins, etc., with larger types of compaction equipment, the contractor shall provide and use mechanical hand compaction to the satisfaction of the Engineer.

No payment shall be made for the compaction of sand cushion, selected Granular Base Course Class "A" or "B" backfill to sewers, manholes, catchbasins, except where otherwise provided for in the contract.

7. REPAIR OF LAWNS

If the contractor destroys or damages lawns outside the work area, as shown on the plans, and in the opinion of the Engineer, such destruction or damage could have been avoided, then the lawns shall be replaced or repaired, as the case may be, in accordance with the Specifications for Sodding at the contractor's expense.

8. EXISTING UTILITIES

The contractor's attention is drawn to the presence of utility plants on the various sites.

It is the responsibility of the contractor to seek out from the relevant utility information on the removal and/or relocation of their plant restrictions on blasting operations, digging, etc. The contractor is instructed to obtain from the utility firm concerned, such information.

The location of underground utilities as shown on the drawings are based on the information available to the Township of Tay but the Township of Tay assumes no responsibility for their accuracy or completeness and the contractor is instructed to check such in the field. It will be the contractor's responsibility to contact the concerned parties to arrange for the accurate location in the field of any underground utility or buried cables.

Special care must be used in crossing existing water service leads. The contractor will be responsible for temporary stoppage of flow and repair of all water service breaks at his own expense. No extra will be allowed for replacing these leads or any loss of time or other inconvenience resulting therefore and all such costs shall be included in the unit prices bid.

The contractor will be responsible for completely exposing all water service leads and taking all necessary precautions to guard against water breaks. If the water service is then found to interfere with the grade of the storm sewer, the contractor with then lower or raise the service connection at the unit price bid. The contractor will, however, be responsible for all service leads broken by his forces.

Any watermain requiring lowering because of the storm sewer installation shall be done by the forces of the Township of Tay or its agencies at no cost to the contractor or by the contractor for the unit price bid. The contractor shall however, be responsible for the proper support and maintenance of all watermains crossed during the installation of storm sewers and other appurtenances forming part of the contract and all such costs shall be absorbed by the contractor and shall be included in the unit prices bid.

The contractor shall devise at his own expense any installation procedures necessary meeting the Engineer's approval, to assure that the installation of storm sewers is not impeded by any sanitary sewer connection replacements. (ie. No standby time will be allowed on machinery or other equipment normally used for the storm sewer installation).

9. UTILITY RELOCATIONS

Utility companies and other agents must carry out relocation work in connection with this contract. A contractor will therefore be required to co-operate fully at his entire expense with these companies and so schedule his work that the relocation can be carried out in an expeditious and efficient manner. It will be the

contractor's responsibility to contact all utility companies and other agents working within or along or outside the boundaries of the contract, to arrange for the co-ordination of the utility relocation and proper scheduling of all parties operation.

The Township of Tay will not be liable in any way for any delay or additional expense occasioned by any action or non-action by one or other or all of those utilities or agencies.

Utilities have been notified of the impending work. However, as the Township of Tay has no control over the operations of the Utility Companies, the contractor must make whatever arrangements he considers necessary with the bodies to ensure himself that these bodies' activities will be performed in a fashion satisfactory to him. The contractor must take this fact into account, and no claim will be entertained for any prejudice, interference, delays, or extras cost arising from the work of others and relating from the work of utilities, because of their work, relocation or maintenance of present or future plant equipment and facilities.

10. DISPOSAL OF EXCESS MATERIAL

For the unit prices bid, the contractor shall dispose of all excess material outside the limits of the contract and as directed by or in the alternative as approved by the Township of Tay.

11. COMMENCEMENT AND COMPLETION

A. TIME

Time shall be of the essence of the contract.

B. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The contractor shall begin work within one week of receiving written instructions to do so and shall diligently prosecute his work by _____, **2010.**

If this time limit above specified is not sufficient to permit completion of the work by the contractor working a normal number of hours each day or week on a single shift basis, it is expected that additional shifts will be required throughout the life of the contract to the extent deemed necessary by the contractor to insure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and not additional compensation will be allowed therefore.

C. WORKING DAY

A Working Day is defined as every day:

- (a) Except Saturdays, Sundays, and statutory holidays.
- (b) Except a day on which the contractor is prevented by inclement weather or conditions resulting immediately therefrom from proceeding with at least 60% of the normal operations for at least five (5) hours toward completion of such operation or operations. A controlling operation or operation is to be considered at the time by the Engineer and the contractor which, if delayed, will delay the time of completion of the contract.

The Engineer will furnish the contractor with a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days specified for completion of the contract, and the number of working days remaining to complete the contract. The contractor will be allowed one week from the date of receipt of the weekly statement in which to file a written proposal setting forth in what respects the said weekly statement is incorrect, otherwise, the statement shall be deemed to have been accepted by the contractor as correct.

In the absolute and sole discretion of the Engineer, an extension of time may be granted in writing by the Engineer in the event of the work being delayed beyond the prescribed time for completion. Such extension shall be for such time as the Engineer may prescribe, and the Engineer shall fix the terms on which the said extension is to be granted. An application for an extension of time shall be made in writing by the contractor to the Township of Tay at least fifteen (15) days prior to the date of completion fixed by the contract. If an extension of time is

Any extension of time that may be granted to the contractor shall be so granted and accepted without prejudice to any rights of the Township of Tay under this contract, and all such rights shall continue in full force and effect after the time limited in this contract, power or authority is given to the Township of Tay or the Engineer or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the contractor in respect of the work or contract, or any portion thereof, such powers or authorities may be exercised from time to time, and not only in the event of the happening of such contingencies before the time so limited in this contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the contractor being permitted to proceed with the execution of the work under and extension of time granted by the Township of Tay. In the event of the Township of Tay granting an extension of time, time shall continue to be deemed of the essence of this contract.

The parties hereto agree that any extension to the working days as hereinbefore provided, shall not result in any claim for additional payment under the contract and it will conclusively be deemed on all parties that the unit prices bid adequately compensate the contractor for the extension of time.

D. LIQUIDATED DAMAGES

It is agreed by the parties to the contract that in case all the work called for under the contract is not finished or completed within the number of working days as set forth in the Special Provisions or as extended under sub-clause (c) under Clause 11, Commencement and Completion, damage will be sustained by the Township of Tay and that is impracticable and extremely difficult to ascertain and determine the actual damage which the Township of Tay will sustain in the event of and by any reason of such delay and the parties therefore hereby agree that the contractor will pay the Township of Tay the sum of **\$100.00 (one hundred dollars)** liquidated damages for each and every calendar day after the expiration of the working days or extended working days, as the case may be, in finishing the work in excess of the number of working days prescribed or extended, as the case may

be, and it is agreed that this amount is an estimate of the actual damage to the Township of Tay which will accrue during the period in excess of the prescribed or extended number of working days as the case may be.

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

The contractor shall not be assessed with liquidated damages for an delay caused by Acts of God, or the Public Enemy, Acts of the Province, or any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes, or delays of sub-contractors due to such causes.

12. SEQUENCE OF OPERATIONS

The contractor shall schedule his operations in a manner that will satisfy the various conditions set forth in the contract.

(a) The general sequence of operations will be specified by the Engineer prior to the commencement of the work in the contract.

(b) Restoration of the Site

It is essential that restoration of the site be carried out as soon as possible following the required work in order to minimize the inconvenience to all affected properties. Following the completion of certain portions of the work, the contractor will be required to reinstate affected properties at the specific direction of the Engineer.

(c) Maintenance of Traffic

It shall be the contractor's responsibility to ensure that traffic be maintained at all times through this contract.

No payment will be made for granular material supplied and placed for the purposes of widening shoulders for detours.

13. INSURANCE

The insurance coverage referred to in the General Conditions is increased to the limit of at least **\$5,000,000.00**.

The following clause shall be used in conjunction with Clause GC 6.03 of the General Conditions and shall not be taken as contradicting any clause contained in the aforementioned items.

This policy must include a “No Exclusion for Blasting” clause.

14. LIST OF DRAWINGS

Not applicable to **Contract 2010-08**

15. SPECIFICATIONS

Any reference to these specifications in this contract, whether written or implied, shall be considered as being part of these contract documents.

16. CONTRACT ITEMS

The items in the Schedule of Unit Prices are intended to be all inclusive in nature and include the supplying of all labour, equipment and materials (except as noted elsewhere in these contract documents) necessary for the completion of the various works called for in this contract and the prices set out in the Schedule of Unit Prices for the said items shall be full compensation for the labour, equipment and material supplied and to do all the work covered by the said items.

The following is a list of the items in the contract together with the specifications and special provisions applicable to each item.

Following is special information pertaining to certain items listed in the Schedule of Unit Prices.

Sidewalk Construction

Work performed by the contractor shall conform to the following Drawings and Specifications.

Dwg. OPSD – 310.010

Dwg. OPSD – 310.020

Dwg. OPSD – 310.030

Spec. OPSS - 351

Spec. OPSS – 510, 570, 571

For all work, the minimum thickness of new concrete sidewalk shall be 150 mm constructed on a minimum base of 150 mm granular 'A'.

ITEM 1 – CONCRETE SIDEWALK (REMOVAL AND REPLACEMENT)

SPEC OPSS 351, 510

Basis of Payment

Saw cutting all pavement / concrete base in the case of monolithic curb and sidewalk or curb and gutter, 600 mm from the curb face / or edge of pavement, for the full length of concrete reinstatement, all prior to excavation. The Contractor shall saw cut the existing pavement / concrete edge to a straight, clean vertical face. This also includes the saw cutting of concrete sidewalks at dummy joints.

Removal of deficient sidewalk, or temporary patch material, and if required any unsuitable underlying materials (as directed in the field) and disposal of same to a suitable dump site.

Ensuring that undermining of adjacent pavement / curb / sidewalk and / or road base materials does not occur. If this does occur, the contractor shall repair the undermined area at his expense.

Placing and compacting the required lifts or leveling layers of Granular 'A' crushed material.

The unit price bid shall be full compensation for all labour equipment, and material for the work described as follows to excavate, provide a granular base, form, place, and finish the concrete sidewalk including the restoration of the abutting property (i.e. grass/boulevard area, driveways – asphalt, concrete, granular, brick pavers)

The excavation and restoration of concrete driveway or asphalt driveways shall be done with a saw edge.

ITEM #2 CONCRETE SIDEWALK (INSTALLATION)

SPEC OPSS 351, 510,

Basis of Payment

Removal and excavation of any unsuitable underlying materials (as directed in the field) and disposal of same to a suitable dump site.

Ensuring that undermining of adjacent pavement / curb / sidewalk and / or road base materials does not occur. If this does occur, the contractor shall repair the undermined area at his expense.

Placing and compacting the required lifts or leveling layers of Granular ‘A’ crushed material.

The unit price bid shall be full compensation for all labour equipment, and material for the work described as follows to excavate, provide a granular base, form, place, and finish the concrete sidewalk including the restoration of the abutting property (i.e. grass/boulevard area, driveways – asphalt, concrete, granular, brick pavers)

The excavation and restoration of concrete driveway or asphalt driveways shall be done with a saw edge.

ITEM #3 CONCRETE SIDEWALK (REMOVAL)

SPEC OPSS 351, 510, 570, 571

Basis of Payment

Saw cutting all pavement / concrete base in the case of monolithic curb and sidewalk or curb and gutter, 600 mm from the curb face / or edge of pavement, for the full length of concrete reinstatement, all prior to excavation. The Contractor shall saw cut the existing pavement / concrete edge to a straight, clean vertical face. This also includes the saw cutting of concrete sidewalks at dummy joints.

Removal of deficient sidewalk, or temporary patch material, and if required any unsuitable underlying materials including granular base to allow for 100 mm of topsoil and sod (as directed in the field) and disposal of same to a suitable dump site.

Supply, place and fine grade stockpiled topsoil on all regarded ditches and grassed areas disturbed by water main or service trenches, to a minimum depth of 100 mm or as otherwise noted on the Drawings. All stones, roots, etc. to be removed from topsoil and disposed of at an off-site location prior to fine grading. Areas disturbed by the Contractor's activity beyond that described to be topsoiled and sodded shall be similarly reinstated at no extra cost to the contract.

Import clean topsoil as required to cover all areas to be sodded. No additional payments will be made for imported topsoil.

All topsoil placed during the Contract that becomes contaminated due to the Contractor's activities shall be removed and replaced at no extra cost to the Contract.

The Contractor shall water all sodded areas as required to establish good growth for a minimum of one (1) month following the placement of sod. The Contractor will be responsible for the first cutting of all sodded areas.

No additional payment will be made for watering or first cutting of sodded areas.

Measurement for payment is actual measurement and the unit of measurement is square metres.

Basis of payment shall be in accordance with OPSS 570.10 and OPSS 571.10.

Ensuring that undermining of adjacent pavement / curb / sidewalk and / or road base materials does not occur. If this does occur, the contractor shall repair the undermined area at his expense.

Supply, place and compact the required lifts or leveling layers of Granular 'A' crushed material at driveway locations.

The unit price bid shall be full compensation for all labour equipment, and material for the work described as follows to remove the existing sidewalk, excavate, provide a granular base, form, place, and finish the concrete sidewalk including the restoration of the abutting property (i.e. grass/boulevard area, driveways – asphalt, concrete, granular, brick pavers)

The excavation and restoration of concrete driveway or asphalt driveways shall be done with a saw edge.

ITEM #4 CONCRETE ROLL CURB AND GUTTER (PROVISIONAL)

SPEC OPSS600.060, 510

Basis of Payment

Removal and excavation of any unsuitable underlying materials (as directed in the field) and disposal of same to a suitable dump site.

Ensuring that undermining of adjacent pavement / curb / sidewalk and / or road base materials does not occur. If this does occur, the contractor shall repair the undermined area at his expense.

Placing and compacting the required lifts or leveling layers of Granular 'A' crushed material.

The unit price bid shall be full compensation for all labour, equipment, and material for the work described as follows to excavate, provide a granular base, form, place, and finish the concrete curb and gutter including the restoration of abutting property (i.e. grass/boulevard area, driveways – asphalt, concrete, granular, brick pavers).

The excavation and restoration of concrete driveway or asphalt driveways shall be done with a saw edge.

SECTION D

PRELIMINARY LIST OF LOCATIONS

TOWNSHIP OF TAY

PUBLIC WORKS DEPARTMENT

**TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT**

**SECTION D
PRELIMINARY LIST OF LOCATIONS**

SIDEWALK - VARIOUS LOCATIONS

PRELIMINARY LIST OF LOCATIONS

<u>STREET</u>	<u>LIMITS</u>	<u>COMMENTS</u>
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Sidewalk Replacement/Installation

Waubushene

Cherry Street, Mountain Ave. to 18m S of Mountain Ave. (Removal)
Elm Street – south side, Coldwater Rd. to Tay Shore Trail (Removal)
Mountain Ave., Elm St. to 35m N of Elm St. (Removal)
Cherry Street, Walnut St. to Thiffault St. to Elm St. (Replacement)
Sturgeon Bay Road, Palmer St. to Ouida St. to Percy St. to Hwy 12
(Replacement)
Pine Street (east side), Elm St. to 50m South (Replacement)
Cherry Street, Elm St. to Thiffault St. (Addition)
Sturgeon Bay Road, Palmer St. to Hwy 12 (Addition)

Victoria Harbour

Martha Street, Richard Street to 44m East (Replacement)
Albert Street, Veterans Lane to Government Dock (Addition)
172 Waldie Street Park (Addition)

Port McNicoll

Armstrong Street, First to Seventh (Removal)
Martha Street, Richard to 44m E of Richard (Replacement)

Note

This list is provided for information only.

The Township reserves the right to add or delete locations from the list following award of the contract.

SECTION E

GENERAL CONDITIONS
(IN LEGAL COPIES ONLY)

TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT

**TOWNSHIP OF TAY
PUBLIC WORKS DEPARTMENT**

**SECTION E
GENERAL CONDITIONS
(IN LEGAL COPIES ONLY)**

SIDEWALK REPLACEMENT - VARIOUS LOCATIONS

The Township of Tay has adopted the Ontario Provincial Standards for Roads and Public Works General Conditions of Contract.

The Ontario Provincial Standards for Roads and Public Works General Conditions of Contract in effect and will be bound with the contract documents to be executed between the Township of Tay and the successful Tenderer.