

CITY OF CLARENCE-ROCKLAND



CELINE STREET REHABILITATION

CONTRACT No. 170402

MAY 26, 2017



**CONTRACT FOR
CELINE STREET REHABILITATION**

CONTRACT #: 170402

MUNICIPALITY: CITY OF CLARENCE-ROCKLAND

DATE: MAY 26, 2017

PREPARED IN CONJUNCTION WITH: ATREL ENGINEERING LTD

CITY OF CLARENCE -ROCKLAND

CELINE STREET REHABILITATION

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for Underground and Road Construction

Please read and understand the following points before submitting your Tender. Failure to comply with any of these directions may result in your tender being declared informal.

1. An agreement to bond as specified in the form of tender shall be completed
2. Sealed tenders are invited for execution of the works described herein. Tenders are to be addressed and delivered to: **City Hall, 1560 Laurier, Rockland Ontario, K4K 1M6 Attn: Jonathan Samson, P.Eng.** and endorsed:

Tender for: Celine Street rehabilitation

Tenders will be received until:

Friday

(day of week)

June – 16– 2017 – 10:00 AM (est)

(month - day - year - time)

There will be a public opening for this contract following the closure of the tender on June 16, 2017 – 10:00 AM (est) at the City Hall. The successful bidder will be advised when the chosen bidder is approved by the City of Clarence-Rockland.

3. Scope of Work

Approximately 600 m of new curb and shoulder reinstatement

Approximately 10 m of retaining wall to relocate and reinstate property

Approximately 5 new catchbasin

4a. Schedule and time of completion

Work shall start on: July 17, 2017

All work shall be completed by: September 1, 2017

The contractor will have to make use of **sufficient crews and equipment** for the full duration of the scheduled work.

4b. A mandatory schedule (bar graph type) shall be submitted with the tender documents.

5. The Tender shall be signed by an authorized officer of the company submitting the Tender, witnessed and sealed with the company seal, including the "Information for Tenderers".
6. The schedule of prices shall be completed.
7. If issued, the addenda shall be indicated in the Form of Tender and included in the Tender price.
8. The Subcontractors shall all be listed in the Form of Tender
9. The contract drawings prepared by Atriel Engineering Ltd shall include the following servicing and grading plans:

170402-S1	Servicing Plan
170402-S2	Servicing Plan
170402-GR1	Grading Plan
170402-GR2	Grading Plan

10. Layout of line and grade for this contract shall be provided by the contractor. The Tenderer's attention is drawn to article #17 of Information to Tender with respect to responsibility for checking accuracy.
11. The contractor shall maintain and keep clean all streets utilized during the performance of this contract, at no extra cost to this contract. The construction site access shall be via Labonté Street.
12. Any work that is deemed to be extra to the contract must be approved by the City of Clarence-Rockland prior to starting.
13. The total tender amount shall include the H.S.T (13%).
14. The contractor is responsible to obtain the most current standard detail drawings from the City of Clarence-Rockland, and/or Ontario Provincial Standard Specifications and Drawings.

15. **Local traffic shall be maintained at all times.** Trucks must access the site on Truck Routes designated by the City of Clarence Rockland. The contractor shall satisfy the City of Clarence-Rockland with respect to traffic control.

16. The City of Clarence-Rockland will not incur any additional costs to the contract due to trucking during the load restriction season.

17. This contract is prepared by Atrél Engineering Ltd. For further information regarding specifications, questions should be submitted in writing by e-mail (pierlucmainville@atrel.com) at least three (3) working days before the tender closing date. For general information, bidders may contact Pier-Luc Mainville, at Atrél Engineering Ltd at (613) 446-7423 ext. 31.

DIVISION "B"
INFORMATION TO TENDERERS

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B. Information to Tenderers

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1. TENDER FORM

Tenders must be submitted before the closing time in sealed envelopes, with the contract number and the Tenderer's name and address clearly marked on the outside. Bids received after closing time will not be considered. The Tender must be legible, written in ink or be typed and ALL ITEMS MUST BE BID. The bid must not be restricted by a statement or alterations to the Tender Form or the will be rejected as informal.

Adjustments by telegram or letter to a Tender already submitted will not be considered. A Tenderer desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later Tender submission on or before the Tender closing date and time.

The Tender Form must be signed and witnessed in the spaces provided on the form with the signature of the Tenderer or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Tenderers, and if the signing authority for each Tenderer is vested in one individual, he shall sign separately on behalf of each Tenderer. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.

Erasures, overwriting or strike-outs must be initialled by the person signing on behalf of the organization bidding.

2. INFORMAL OR UNBALANCED TENDER

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, reservations, alterations or irregularities of any kind may be rejected.

Tenders that contain prices which appear to be unbalanced as likely to affect adversely the interests of the Owner may be rejected. Each item in the Tender Form shall be a reasonable unit price for such item. The Engineer shall be the sole judge of such matters and should any Tender be considered to be unbalanced, then it may be rejected by the Owner.

Wherever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount shall be corrected accordingly.

The Owner reserves the right to waive informalities at his discretion.

Tenderers who have submitted Tenders which have been rejected by the Owner because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for Tenders.

Tenders which are based upon an unreasonable period of time for the completion of the work may be rejected.

3. EXAMINATION OF SITE

Each Tenderer must visit the site of the work before submitting his Tender and must satisfy himself by personal examination as to the local conditions to be met with during the construction and conduct of the work. He shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. **He is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.**

4. OMISSIONS AND DISCREPANCIES

Should a Tenderer find discrepancies in, or omissions from, the Drawings or Contract Documents, or should he be in doubt as to their meaning, he should notify the Consulting Engineers who may send a written instruction to all Tenderers

5. INTERPRETATIONS AND ADDENDA

No oral interpretation shall be made to a Tenderer as to the meaning of any of the Contract Documents, or be effective to modify any of the provisions of the Contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the consulting Engineers.

6. ACCEPTANCE OR REJECTION OF TENDERS.

Subject to the General Conditions, neither the Consulting Engineers nor any officer or employee of the Owner has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:

- a) Accept a non-compliant Tender;
- b) Accept a Tender which is not the lowest Tender; and
- c) Reject a Tender that is the lowest Tender even if it is the only Tender received.

The Owner reserves the right to consider, during the evaluation of Tender:

- i. Information provided in the Tender document itself;
- ii. Information provided in response to enquiries of credit and industry references set out in the Tender;
- iii. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the bidder;
- iv. The manner in which the Bidder provides services to others;
- v. The experience and qualification of the Bidder's senior management, and project management;
- vi. The compliance of the Bidder with the Owner's requirements and specifications;
- vii. Innovative approaches proposed by the Bidder in the Tender;
- viii. Whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of the request for proposal.

The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

A Tender is accepted by the Owner and a Contract is made thereby between the Owner and a Tenderer only when an Agreement is executed by the Owner and by the Tenderer, and the acceptance of a Tender and the execution of an Agreement by the owner is subject to the express condition that the Owner receive a Performance Bond and Payment bond, as required herein and in a form satisfactory to the Solicitor for the Owner, within seven (7) days after notification of the execution of the Agreement by the owner has been mailed to the Tenderer whose Tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any Tender or by reason of any delay in the acceptance of a Tender save as provided in the Contract. Tenders are subject to a formal Contract being prepared and executed. The Owner reserves the right to reject any or all Tenders and to waive formalities as the interests of the Owner, may require without stating reasons therefore and the lowest or any Tender will not necessarily be accepted.

7. BOND AND AGREEMENT

The Tenderer agrees that if he has been notified that his Tender has been accepted by the owner, he will execute the Agreement in triplicate, in the form bound herein, and that he will furnish the Performance Bond for 50% of the Contract Price and Payment for 50% of the Contract Price in triplicate, as required herein, and in a form satisfactory to the Solicitor for the Owner within seven (7) days after being notified so to do by the Owner.

The Tenderer shall include with his Tender the Agreement to Bond in the form enclosed herewith, executed under its corporate seal by the Surety Company from which he proposes to obtain the Performance and Payment Bonds. The agreement to bond shall be valid for 30 days from the closing date of the tender. The owner may request an extension of the agreement to bond within the 30 day period.

8. GUARANTEED MAINTENANCE PERIOD

The Guaranteed Maintenance Period shall be a period of two (2) years from the date of issue of a Certificate of Substantial Performance for all works, or if completion falls in the winter months, the guaranteed maintenance period shall be extended to June following the two (2) year maintenance period. During this period, the Contractor shall maintain all work and carry out such repairs as directed by the Engineer. Repairs, as requested by the Engineer, shall be undertaken within 24 hours of notice being given; otherwise, the Owner shall have such repairs carried out by others and charged against the Contractor.

9. SUBCONTRACTORS

The Tenderer shall give in the Form of Tender the name and address of each proposed Subcontractor stating the portion of work allocated to each and the cost thereof; any changes of a Subcontractor require approval of the Owner. The owner shall reserve the right to reject any subcontractor.

10. **PERMITS**

The contractor shall obtain and pay for all necessary permits (**except for City water permit where applicable**) before any work proceeds in accordance with the general conditions.

11. **CURRENT STANDARDS**

All material and work on this Contract shall be in accordance with current Municipal, O.P.S. and M.O.E. Standards and Specifications. No work shall commence without on-site inspection by the engineer.

12. **HARMONIZED SALES TAX**

The amount of the Harmonized Sales Tax is to be entered as a line item in the space provided in the schedule of prices in the Form of Tender.

13. **INSURANCE**

"The Contractor shall indemnify and hold harmless the Owner, the Consultant and the Construction Manager, their agents and employees from and against all claims, demands, losses, costs, expenses (including, but not limited to legal fees and disbursements) damages, actions, suits or proceedings by third parties that arise out of or result from or are attributable to the Contractor's performance of the Contract (hereinafter called "Claims") provided such Claims are caused by negligent or willful acts or omission of the Contractor, any Subcontractor and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable."

"Without restricting the generality of **GC 6.02 - Indemnification**, the Contractor shall provide, maintain and pay for the insurance coverages specified in **OPSS MUNI 100 6.03 – Contractor's Insurance**. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment. Prior to the commencement of the work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide the Owner with confirmation of coverage and if required, a certified true copy of the policies certified by an officer of the insurer together with copies of any amending endorsements.

a) General Liability Insurance

"General liability insurance shall be in the joint names of the Contractor, **the Owner, the Consultant, the Township/City, Officers, Agents, Appointees, Employees and any other person, firm or corporation** the Owner may from time to time require, with limits of not less than \$5,000,000 per occurrence and with a property damage deductible not exceeding \$1,000. The insurance coverage shall not be less than the insurance required by IBC Form 2100, or its equivalent replacement, provided that IBC Form 2100 shall contain the latest edition of the relevant CCDC endorsement form including coverage for the blasting, pile driving, caisson and collapse hazards. To achieve the desired limit, umbrella or excess liability insurance may be used. All liability coverage shall be maintained with annual aggregate limits dedicated to the "Work" for products and completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an ongoing basis for a period of 6 years following Substantial Performance of the Work. Where the Contractor maintains a single, blanket policy, the addition of the Owner and the Consultant is limited to liability arising out of the Project and all operations necessary or incidental thereto. The policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing by registered mail in advance of any cancellation, and of change or amendment restricting coverage. All such policies shall be primary non-contributing with, and not excess of any other insurance available to the Owner."

b) Automobile Liability Insurance, Property and Boiler Insurance, Contractor's equipment Insurance and Insurance Requirements and Duration shall be as per GC 6.03.03, GC 6.03.05 (excluding GC 6.03.05.01 and GC 6.03.05.02), GC 6.03.06 and GC 6.03.07 respectively.**14. USE OF WATER**

The Contractor shall make all arrangements with the City of Clarence-Rockland for water to be used in this Contract.

15. EXISTING UTILITIES

No responsibility will be assumed by the Owner or Engineer for the accuracy of the plans with respect to the location and number of existing utilities. The Contractor shall be responsible to verify the location, protection and support of existing services which may be encountered during the course of such work. The Contractor must satisfy himself of the location of all such services and items or public and private property which may be disturbed by his work, and the cost of dealing with any such obstruction shall be included in the Tender prices.

The Contractor is responsible for notification and arrangement with the agencies concerned for all work associated with temporary relocation or support of existing utilities.

16. CONNECTIONS TO EXISTING SEWERS AND WATERMAINS

(a) Sewers

Physical connection of any new sewer to the existing mains shall be made with the precaution not to dirty the existing sewers by way of partial bulkhead and or pumping and to the satisfaction of the governing Municipality.

(b) Watermains

Physical connection to existing watermains shall only be made by or under the supervision of the City of Clarence-Rockland.

17. SETTING OUT AND AS-BUILT

The Contractor will be responsible for ALL layout from information supplied on the Drawings and **SIB's** in the field. He will set his own batter boards or sight lines from bench marks supplied by the Engineer.

It is emphasized that the Contractor must exercise extreme care in setting invert grades. The Contractor shall work to sufficient precision to ensure that every point in the sewer invert will be set within a vertical tolerance of 5mm of the correct elevation.

Should inspection by the Engineer or Inspector reveal an error greater than the said tolerance, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer.

The contractor shall submit a plan to the engineer showing all as-built information in order for the engineer to prepare the final as-built drawing.

18. LEGAL SURVEY BARS, LINE AND GRADE STAKES

Prior to the commencement of any work on this project, the contractor shall supply and place 50mm x 100mm x 2m posts as markers for all survey (S.I.B.'s). In addition, the Contractor shall be held responsible for the destruction or burying of any S.I.B.'s. Any (S.I.B.'s) which require replacement shall be replaced by a qualified land surveyor as designated by the Engineer, of which the total cost of replacement shall be borne by the Contractor, except in the case when an S.I.B. is destroyed by the installation of a hydrant or rear yard catch basin. After the base course asphalt is placed the contractor shall obtain a memo from the engineer stating that all S.I.B.'s are at the proper location and grade.

19. MAINTENANCE OF TRAFFIC

Tenderers are advised that it will be essential that local traffic flow be maintained during the entire construction period. Access to existing adjacent streets must be available at all times.

Maintenance of utility cuts and provision of flag persons, detours as necessary, barricades and signs to the full satisfaction of the Engineer, Municipality and the Owner shall be the Contractor's responsibility and at his expense. Restoration of the trenches in the existing roads will be made as soon as possible.

Until acceptance of the entire project, the Contractor shall be responsible for maintenance and upkeep to the Owner's satisfaction.

20. PROTECTION OF WATER PIPES

The Contractor shall protect, at his own expense, all water and service pipes from freezing. No blasting will be permitted within a distance of 4m on either side of any watermain. The material within this area shall be removed by hand mining. No additional compensation will be allowed to the Contractor for his work.

Leaks or damage to water pipes must be reported immediately to the City of Clarence-Rockland. The costs of insulating pipes, repairing damaged pipes, and the thawing of frozen water and service pipes shall be borne entirely by the Contractor.

21. SOILS

N/A

22. SITE OFFICE

N/A

23. MISCELLANEOUS ITEMS

Tenderers shall note that although the main items of work are listed in the Schedule of Items and Prices in the Form of Tender, it shall be required that the Contractor complete all the work required by the Plans or the Specifications even though every item may not be specifically listed in the Form of Tender. The cost of such miscellaneous items shall be deemed to be included in the unit prices for the main items of work listed in the Form of Tender. Miscellaneous work shall include such items as the cost of permits, access roads, cleanup, site offices and all other things necessary for the proper carrying out and completion of the work.

24. PARKING

The Contractor shall provide (at his own cost) suitable off street parking areas adequate for his vehicles and for the cars of his employees and those of his subcontractors and visitors to the satisfaction of the owner.

25. LIMITS OF SITE

The Contractor is to contain his operation to the street right-of-way, except for trailer locations, parking area and stockpile sites which must be agreed upon by the Engineer.

26. TESTS

- (a) Costs for tests on concrete, concrete materials, asphalt materials, sieve analysis or compaction tests ordered by the Engineer will be paid by the City of Clarence-Rockland.
- (b) Notwithstanding the above, all other testing programs, or tests of failed specimens, or excessive amounts of testing which in the Engineer's opinion results from inefficiency or lack of normal care and workmanship, will be at the Contractor's expense.

27. HOLDBACK RELEASE

Subject to the Provisions of the Construction Lien Act Holdbacks shall become payable after 45 days from the date of advertisement of the substantial completion and the submission by the contractor of the following documents:

1. Statutory Declaration Re: Payment of Accounts.
2. Workers' Compensation Board Clearance Certificate.
3. Maintenance Bond for duration of the guaranteed period in the amount of 20% of the constructed value of the works.
4. Completed Form 5 of the Construction Lien Act 1993.
5. Copy of the publication of the Substantial Performance Certificate in the Daily Commercial News.

28. CERTIFIED BLASTERS

Where so provided in the Form of Tender and when warranted, tenderers shall show the name and certificate number of any employee holding a Lifetime Blasting Certificate, who will supervise any blasting required under this Contract.

29. CONFLICTS AND OMISSIONS

In any case of conflict between the requirements of the contract documents, the order of precedence shall be as per the Contract Agreement.

Notwithstanding the above, neither party to the contract shall take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be necessary for fulfilment of the intent of the plans and specifications. Any work or material not herein specified but may be fairly implied as included in this contract, of which the Engineer shall be the judge, shall be done or furnished by the Contractor as if such work or material has been specified.

30. SCHEDULE OF QUANTITIES

The schedule of quantities for the items of work, furnished herewith, is for the sole purpose of indicating to the Tenderer the general magnitude of the work. If the quantity of work to be done and material to be furnished exceeds, or is less than, the estimated quantity, the Contractor shall proceed with the work and payment will be made for the actual amount of work done and material furnished at the unit prices set out in the Tender. The Contractor shall not be entitled to any claim for lost profit, overhead or any other reason due to variations between the Tender quantity and the actual quantity measured for payment.

31. COMMENCEMENT OF THE WORK

Tenderers are advised that the actual work of this contract will commence no later than seven (7) days after the contract is awarded or as per the schedule in the Attention sheets.

32. PROVISIONAL ITEMS

Items of work that may be required during the course of construction, but the exact requirements of which will depend on ground conditions or other uncertain factors encountered, are shown as "Provisional Items". These quantities are anticipated to vary significantly, or may not be used at all. The Contractor shall price these items accordingly and shall not claim any anticipated loss of profit or increased overhead if any or all of these items is deleted altogether.

33. CONTINGENCY ITEM

An amount has been placed in the Tender to cover extra work that may be ordered by the Engineer. This Contingency Allowance will be drawn upon only as directed and as authorized in writing by the Engineer and approval by the Owner.

34. ACCEPTANCE OF TENDER

If this Tender is accepted, the Tenderer agrees to furnish an approved surety and Workers' Compensation Clearance every 45 days for the proper fulfilment of the contract as required and to execute the agreement and bond, in triplicate, within seven (7) days, not including Sundays or a legal holiday, after being notified to do so by the Engineer.

In the event of default or failure on the Tenderer's part to do so, the Tenderer agrees that the Owner shall be at liberty to retain the money deposited by the Tenderer for the use of the Owner, and to carry out the works in any other way it may deem best.

35. PRIVATE LANDS

The Contractor shall not enter upon or occupy any lands outside of the public road allowance and the right-of-way shown on the plans except after consent has been received from the proper parties, a certified copy of which consent shall have been furnished to the Engineer.

When work has to proceed on private property, the Contractor will take every precaution to minimize the damage and inconvenience to property owners. The unit prices will be deemed to cover any restoration work necessary and all remedial work will be done to the satisfaction of the Engineer and the property owner.

36. SCHEDULE OF WORK

The Contractor shall submit with the tender a bar graph indicating the proposed schedule of work. Bids received without a bar graph schedule may not be considered.

During the operation of the contract, if any change arises which, in the opinion of the Contractor, prevents him from functioning at the progress scheduled, he shall immediately apply to the Engineer, in writing, requesting such an alteration.

The Tenderer is advised that work shall commence immediately upon being awarded the contract and to continue in an expeditious manner, and to complete the contract within the contract period.

37. COOPERATION

The Contractor shall cooperate fully with any agency in protecting their plant or in shifting, removing, or new installation of same. The contractor shall be responsible for the coordination of work to the end and that the combined work shall produce a first class results without delays. The contractor shall cooperate and coordinate the scheduling of work with that of all subcontractors working on the project.

38. CLEANING OF ROADS

The contractor will be responsible to keep all roads affected by his operation clean. Daily scraping and weekly flushing will be required as part of this contract. The contractor shall be responsible for the cleaning of roads in cases of complaints by the City, the Engineer or the Owner.

39. SITE DRAINAGE

Pumping by contractor to be included in unit rate of items. Drainage of existing storm sewers and ditches has to be maintained during the construction of the proposed project.

40. DESIGNATED SUBSTANCES

At time of tendering the Engineer and Owner are not aware of existence of any hazardous or designated substances as defined under any appropriate legislative act.

The contractor will be required to provide Material Safety Data Sheet (MSDS) for any material required or incorporated into work.

The appropriate MSDS information shall be available on the work site at all time and it shall be the contractor's responsibility to ensure all workers who may come into contact with hazardous materials have received adequate training in their care of handling.

DIVISION "C"
FORM OF TENDER

CONSULTANT: ATREL ENGINEERING LTD

CITY OF CLARENCE-ROCKLAND

DESCRIPTION

CELINE STREET REHABILITATION

PROJECT #: 170402

A. Tender by: _____

A corporation having its office at: _____

(or in case of partnership)

B. Tender by: _____

Place of residence or business: _____

And: _____

Place of residence or business: _____

Carrying on business under the firm name of: _____

(or in case of unincorporated and non-partnership Tenderer)

C. Tender by: _____

Place of residence or business: _____

hereinafter referred to as the Tenderer

NOTE: in the case of partnership the name and place of residence or business of each partner must be inserted.

1. **DECLARATION OF TENDERER**

The Tenderer declares that:

- (a) No persons, 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 arrangement 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 Contract documents, and hereby accepts the same as part and parcel of this Contract, and do as 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 remain open to acceptance until the formal Contract is executed by the successful Tenderer for said work, and that the Owner may at any time without notice accept this Tender whether any other Tender has been previously accepted or not.
- (e) The prices offered in this schedule take into account in all respects for the cost of execution of work under all weather conditions.
- (f) The submission of this Tender is based on the terms and conditions of the draft form of agreement furnished to us, and any addenda identified herein. It is agreed that in the event of conflict between the unit prices and definitions of this Tender Form, and those contained in the specifications, then this Tender Form shall govern.
- (g) The work is to commence a maximum of seven days after notice to commence work has been issued by the Engineer.
- (h) In tendering for the work and in entering into the Contract, he has investigated for himself the character of the work to be done and all local conditions that might affect his Tender of his acceptance of the work. He also declares that in tendering for the work and in entering into the Contract, he did not and does not rely upon verbal information furnished by the Owner or the Engineer.

2. **ADDENDA**

The Tenderer will acknowledge receipt of all addendum and list them as follows:

Number _____ Dated _____ Initial

Number _____ Dated _____ Initial

Number _____ Dated _____ Initial

Number _____ Dated _____ Initial

Number _____ Dated _____ Initial

Number _____ Dated _____ Initial

SCHEDULE OF PRICES

ITEM NO.	ITEM	OPSS NO.	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
	PART "A" STORM SEWERS					
1	Supply and install road catchbasin 600mm x 600mm (OPSD 705.010) c/w Frame & cover (OPSD 400.010), 200mm dia. PVC SDR 35 lead & watertight connection to the existing 375mm dia. HDPE subdrain	407, 1850, 410, 402 & S.P.	5	each		
2	Supply and install rodent screen for 375mm dia. HDPE subdrain	405 & S.P.	3	each		
3	Supply and install 6m long Armttec slotted drain Type III c/w 300mm dia. drain and a 160mm wide grate. Drains are to be encased in 15 Mpa lean concrete c/w 300mm dia. bends and connection to proposed catchbasin	S.P.	2	each		
4	Lower existing HDPE catchbasin grate and regrade surrounding to provide positive drainage refer to Engineering drawings	408 & S.P.	2	each		
	Provisional items					
5	Flush existing 375mm dia. subdrain from Labonté Street to Josée Street on both sides on the Street (±580m)	411	1	L.S.		

SUB-TOTAL PART "A" _____

TENDERER'S INITIALS _____

* "OPSS" - Ontario Provincial Standard Specifications
Refer also to Special Conditions (Division 'F').

SCHEDULE OF PRICES

ITEM NO.	ITEM	OPSS NO.	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
	PART "B" CURBS & REINSTATEMENT					
1	Sawcut asphalt prior to excavation of curbs	510 & S.P.	590.0	m		
2	Sawcut and remove portion of asphalt driveway to match curb (width varies), to be disposed off-site	510 & S.P.	5	each		
2	Semi-mountable curb with standard gutter c/w road reinstatement which includes: Supply, Place and Compact 150mm thick layer of Granular "A", 40mm thick layer of HL-8 & 40mm thick layer of HL-3 (approximately 0.5m strip)	310, 1010, 353 & S.P.	590.0	m		
3	Cast-in place Concrete Apron (32MPa) at catchbasin as per the Engineering drawings	407 & S.P.	5.0	each		
4	<u>Curb reinstatement</u>					
	i) Reinstatement back of curb with top soil and sod (from curb to ditch line)	802, 804 & S.P.	437.5	m		
	ii) Reinstatement granular driveways to match curb	1010 & S.P.	345.0	m ²		
	iii) Reinstatement asphalt driveways to match curb	310, 311 & S.P.	113.0	m ²		
5	45 degree concrete curb outlet (spillway) c/w ±2m² of Gabion stone	353	1	each		

SUB-TOTAL PART "B" _____

TENDERER'S INITIALS _____

* "OPSS" - Ontario Provincial Standard Specifications
Refer also to Special Conditions (Division 'F').

SCHEDULE OF PRICES

ITEM NO.	ITEM	OPSS NO.	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
	PART "C" RETAINING WALL					
1	Remove portion of retaining wall which is made of concrete blocks with a dimension : 0.6m x 0.6m x 1.2m. Approximately 20 blocks are required to rebuild the wall, bring the excess blocks to the municipal garage located in Clarence Creek	510, 902 & S.P.	1	L.S		
2	Rebuild retaining wall using existing concrete blocks (0.6m x 0.6m x1.2m) as shown on the engineering drawings. Approximately 10m of wall, c/w filter fabric, bedding, subdrain and clear stone backfill (new wall consist of approx. 20 blocks)	510, 904, 401, 902, 1860 & S.P.	1	L.S		
3	Regrade the disturbed area, supply and place topsoil & sod ($\pm 50m^2$). Excess material shall be hauled and disposed off-site to the Contractors location of choice.	902, 802, 804 & S.P.	1	L.S		

SUB-TOTAL PART "C" _____

TENDERER'S INITIALS _____

ITEM NO.	ITEM	OPSS NO.	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
	PART "D" CONTINGENCY ALLOWANCE					
1	Contingency allowance (to be expended only with the written direction of the Engineer)		1	L.S.	\$10,000.00	\$10,000.00

SUB-TOTAL PART "D" _____

\$10,000.00

TENDERER'S INITIALS _____

* "OPSS" - Ontario Provincial Standard Specifications
Refer also to Special Conditions (Division 'F').

SCHEDULE OF PRICES

SUMMARY SHEET

PART "A" – STORM SEWERS	\$	_____
PART "B" – CURBS & REINSTATEMENT	\$	_____
PART "C" – RETAINING WALL	\$	_____
PART "D" – CONTINGENCY ALLOWANCE	\$	10,000.00
SUB-TOTAL	\$	_____
PLUS 13% HST	\$	_____
TOTAL TENDER PRICE	\$	=====

Repeat total Tender price in writing _____

H.S.T. Registration # _____

The Contractor by this Tender, offers to complete this Contract in accordance with the terms contained herein.

DATED AT _____ THIS _____ DAY OF _____ 2017.

WITNESS: _____

NAME OF COMPANY

Signature of Authorized Person
Signing for Contractor (SEAL)

(Tenderer's Initials)

(POSITION)

LIST OF SUBCONTRACTORS AND BLASTERS

The following is a list of Subcontractors which we propose to employ for this work.

SUB WORK	NAME AND ADDRESS	COST OF WORK
		\$
		\$
		\$
		\$
		\$
		\$
		\$

CERTIFIED BLASTERS

NAMES	CERTIFICATION NO.

DATED AT _____ THIS _____ DAY OF _____ 2017.

WITNESS: _____

NAME OF COMPANY

Signature of Authorized Person
Signing for Contractor (SEAL)

(Tenderer's Initials)

(POSITION)

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as surety for:

in a bond conforming to the Contract documents attached hereto, for the full and do performance of the works if the Tender for

is accepted by the Owner

It is a condition of this agreement that if the above-mentioned Tender is accepted, application for a Performance Bond (50% of Contract value) and Payment Bond (50% of Contract value) shall be completed with the undersigned within seven (7) days of acceptance of the related thereto, otherwise this Agreement shall be null and void.

DATED AT _____ THIS _____ DAY OF _____ 2017.

Signature of Authorized Person
Signing for Bonding Company
(COMPANY SEAL)

Name of Bonding Company

(POSITION)

DIVISION "D"
CONTRACT AGREEMENT

PROJECT

CELINE STREET REHABILITATION

THIS AGREEMENT made in triplicate this _____ day of _____

in the year two thousand and seventeen

BETWEEN:

_____ (hereinafter called
the "CONTRACTOR")
of the first part

and

CITY OF CLARENCE-ROCKLAND (hereinafter called
the "Owner") of the
second part.

WITNESSETH that the Contractor and the Owner, for the considerations hereinafter indicated, undertake and agree as follows:

ARTICLE 1

The following documents, which have been signed or initialled in triplicate for identification by both parties, are to be read herewith and form part of this present agreement for each contract as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein:

1. This Agreement
2. Addendum No. ____ to No. ____ Inclusive
3. Attention Sheet
4. Special Conditions
5. Information to Tender
6. Contract Plans and Standard Detail Drawings
7. Current City of Clarence-Rockland Standards
8. OPS Standards and OPS General Conditions
9. Tender Form

ARTICLE II

The Contractor undertakes and agrees as follows:

- (a) To provide, at his own expense, all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out elsewhere in this contract and shall forthwith according to the instructions of the Engineer 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 the contract.
- (b) To grant the Owner the right to use completed portions of all contract construction prior to completion of the contract without any additional compensation.

ARTICLE III

The Owner undertakes and agrees as follows:

- (a) To pay the Contractor in lawful money of Canada for the performance of the work of each contract (subject to additions and deductions as provided in the General Conditions of the contract) at the unit prices set out in the schedule of unit prices, as described in the Form of Tender, annexed to this Agreement. It is estimated (without limiting the foregoing) that the aggregate payable under this Agreement will be in the approximate amount of _____
_____ based on the unit prices bid and applied to the measurements of the work.
- (b) To make payments on account thereof upon the certificate of the Engineer (when the Engineer is satisfied that payments due to Subcontractors have been made) as follows:
 - (i) On the 25th day of each calendar month, the Contractor shall prepare and deliver to the Engineer, for checking, a written estimate of the value of the labour and material incorporated in the work of the contract up to the 25th day of that month. The Engineer shall, by the first day of the following month, issue in favour of the Contractor a certificate for ninety percent (90%) of the value of labour and materials incorporated in the work up to the first day of that month as estimated by the Contractor and approved by the Engineer, less the aggregate of previous payments. Within thirty (30) days after delivery by the Engineer to the Owner of each certificate, the Owner shall pay to the Contractor the amount of such certificate.
 - (ii) Payment by the Owner of the ten percent (10%) holdback shall be in accordance with the Construction Lien Act, and provision of the following:

1. Maintenance Bond as described in the Information for Tenderers.
2. A satisfactory certificate of clearance from the Workers' Compensation Board.
3. A statutory declaration completed by a signing officer of the company in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his Subcontractors in carrying out the contract have been paid and that there are no liens, garnishes, attachments of claims relating to the work.
4. Copy of the Publication of the Substantial Performance Certificate.
5. Completed Form 5 of the construction Lien Act 1993

ARTICLE IV

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 as approved in writing by the Owner.

ARTICLE V

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 VI

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 not having so investigated, he is willing to assume and does 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 and does not rely upon information furnished by any methods whatsoever by the Owner or Engineer, being aware that any information from such sources was not in any manner warranted or guaranteed by the Owner.

ARTICLE VII

The Contractor and the Owner for themselves, their successors and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the contract documents as listed in Article 1 herein.

ARTICLE VIII

The Sub-contractor agrees to **fully comply** with the requirements of Occupational Health and Safety and **hereby releases the City of Clarence-Rockland of any liability of whatsoever nature because the Sub-contractor's** employees (or agents) injuries or negligence. The Sub-contractor shall conduct his work in such a manner as to keep the job location in a clean and safe condition so as not to expose the Sub-contractor, the Sub-contractor's employees or any other person to any dangerous conditions. The Sub-contractor shall promptly report to the City of Clarence-Rockland any unsafe work practice or condition encountered on the job location and shall take reasonable steps to render such work practice or condition safe. Failure to comply with this clause will result with a warning on the first and second offence and the termination of this contract on the 3rd offence. Offences should be given by an authorized Health and Safety inspector.

As part of the Occupational health and Safety regulation, the Subcontractor shall provide

- A competent supervisor for your team
- A weekly inspection report
- A safety representative
- A monthly inspection report from your safety representative
- An employee with first aid certificate on site
- A copy of his first aid certificate
- All safety equipment (in good standing) needed for your work
- All MSDS sheet related to your work
- A copy of your Health and Safety Policy

ARTICLE IX

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement, such notice will be effectively given if sent by registered mail

to the Contractor at:

to the Owner at:

City of Clarence-Rockland
1560 Laurier Street,
Rockland, Ontario
K4K 1P7

and to the Engineer at:

Arel Engineering Ltd
1-2884 Chamberland Street,
Rockland ,Ontario
K4K 1M6

DIVISION "E"
OPS GENERAL CONDITIONS

Contractor must refer to the most current OPS General Conditions
(To be included in the signed contract document)

DIVISION "F
SPECIAL CONDITIONS AND SUPPLEMENT
TO OPSS STANDARD FOR UNDERGROUND AND ROAD CONSTRUCTION

**DIVISION F –SPECIAL PROVISIONS
UNDERGROUND AND ROAD CONSTRUCTION
(SUPPLEMENT TO OPSS)**

1. GENERAL

Notwithstanding the provisions contained in the Ontario Provincial Standard Specification, payment of items is based on the units as indicated in the “Schedule of items and Prices”.

Construction / Installation of all items shall be as per the corresponding contract drawings, specifications, standard detail drawings as attached or referred to.

The contractor shall take proper care to protect and maintain adjacent streets from debris, excavation and construction materials. The contractor, at no extra cost, will clean and repair any areas which are damaged or left in an unsuitable condition to the satisfaction of the engineer arising from the performance of this contract.

The contractor shall keep the site organized and clean of debris at all time.

2. SHEETING

Any sheeting, shoring, bracing or the use of construction safety boxes necessary for the proper performance of this contract shall be supplied by the Contractor, at no extra cost to this contract.

3. EXCESS MATERIALS

The Contractor shall also remove unsuitable excavated material from the site and dispose of it outside the limits of the contract. This work shall be done at the direction of the Engineer, at no extra cost to this contract, and will include all loading, hauling and spreading. The decision of whether the material is suitable or unsuitable shall be made by the Engineer.

4. LOAD RESTRICTION SEASON

During the load restriction season, the contractor is responsible to acquire the necessary permits at his own expense. No extras will be paid for lost production or extra travelling time due to load the restrictions in effect for that period of time. The cost due to extra time and travel for hauling material shall be reflected in the schedule of price.

5. EXISTING UTILITIES

No responsibility will be assumed by the Owner or Engineer for the accuracy of the plans with respect to the location and number of existing utilities. The Contractor shall be responsible to verify the location, protection and support of existing services which may be encountered during the course of such work. The Contractor must satisfy himself of the location of all such services and items or public property which may be disturbed by his work, and the cost of dealing with any such obstruction shall be included in the Tender prices.

The Contractor is responsible for notification and arrangement with the agencies concerned for all work associated with temporary relocation or support of existing utilities.

6. SETTING OUT

The Contractor will be responsible for ALL layout from information supplied on the Drawings and SIB's in the field. He will set his own batter boards or sight lines from bench marks supplied by the Engineer.

It is emphasized that the Contractor must exercise extreme care in setting invert grades. The Contractor shall work to sufficient precision to ensure that every point in the sewer invert will be set within a vertical tolerance of 5 mm of the correct elevation. Should inspection by the Engineer or Inspector reveal an error greater than the said tolerance, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer.

7. METHOD OF MEASUREMENT

Concrete curbs will be measured in linear metre for payment quantity purposes. Once erected the concrete curb shall be measured on site by both the contractor and the inspector. The reinstatement of the back of curb will be paid under the items described in the schedule of prices. The top soil and sod of the back of curb will be measured in linear metres as for the driveway reinstatement, it will be measured in square metres. If the reinstatement length of an asphalt driveway exceeds 3m, the reinstatement length shall be approved and measured on-site by the Inspector prior to sawcut and removal.

8. CONSTRUCTION OF CURB

- (a) The Contractor shall supply all materials, forms, labour and equipment necessary to construct the curbs described in the schedule of prices in accordance with the specifications and contract drawings.
- (b) The cost of hauling excess excavated material off-site, including curbs and walks, shall be include in the unit price for curbs. All curbs, gutters are to be built as per the governing municipality standards. **No additional payment will be made for concrete work protection on this contract.**
- (c) All concrete collars around catchbasins are to be monolithic with the curb and gutter and an expansion joint provided 1.0 m on either side of the catchbasin. All adjustment rings are to be set in mortar prior to pouring the concrete collar and all concrete float finished on the inside of the catchbasin. The catchbasin frame and cover must align with the catchbasin structure.
- (d) The unit price shall include the cost of excavation and trucking as described above, compacting subgrade to 95% standard proctor density, supplying, placing and compacting OPSS Granular "A" 150 mm wider each side than the curb, placing concrete and a road reinstatement which includes a 150 mm thick granular "A" bedding, a 40mm thick layer of HL-8 asphalt and a 40mm thick layer of HL-3 asphalt.
- (e) The back of curb shall be reinstated with a layer of top soil (100mm minimum) and sod from the back of curb to the line of ditch to provide positive drainage and create a swale. Asphalt driveways shall be sawcut at a distance that will provide positive drainage toward the proposed curb. The asphalt driveways shall be reinstated with a compacted 150mm thick layer of granular "A" and a 50mm thick layer of HL-3 asphalt.

9. RETAINING WALL

The Contractor shall remove a portion of the existing retaining wall and relocate the retaining wall concrete blocks along the property line as per the engineering drawing. The Contractor shall supply and compact a 300 mm thick granular “A” wall bedding that expands 0.3 m wider from each side of the wall. The remaining retaining wall blocks shall be removed and hauled to the municipal garage located in Clarence Creek. The Contractor shall provide a new 150 mm dia. subdrain along the bedding of the wall and backfill with porous (sand or granular) material for a length of 0.5 m to provide adequate drainage. The Granular bedding and porous backfill shall be wrapped in a filter fabric. The contractor shall backfill the retaining wall, grade as per the engineering drawings and provide 100 mm thick top soil and sod the disturbed area. The retaining wall shall be built as per the engineering drawing and respect the proposed elevation. The height of the retaining wall shall not be greater than 1.0m measured from top of wall to finish grade at bottom of wall.

10. ROAD CATCHBASIN & CONCRETE APRON

The Contractor shall provide and install a road catchbasin as per OPSD 705.010 & OPSD 400.010. The Contractor shall provide and cast in-place 32 MPa concrete to create an apron as per the catchbasin detail on the engineering drawings. The unit price for a road catchbasin shall include a 200 mm diameter PVC SDR 35 CB lead and watertight connection to both the catchbasin and the existing 375mm diameter subdrain. To connect to the existing subdrain the Contractor shall excavate the subdrain, cut to install a new 200 off 375 tee for PVC SDR 35 and connect with couplers.

11. LINEAR DRAIN

The contractor shall provide a 300 mm dia. linear drain from Armtex or equivalent approved by the Engineers. The linear drain shall be encased in 15 MPa lean concrete (150 mm on both sides minimum). The Contractor shall provide and install the required bends, couplers and grout to create a watertight connection to the proposed catchbasin.

12. RODENT SCREEN

The contractor shall provide and install a stainless steel grate inside the existing 375mm diameter subdrain. The rodent screen shall be Soleno interior stainless steel grate (product number 1TTG15AF) or equivalent approved by the engineers