



**TOWNSHIP OF HAMILTON**

**TENDER # PR2017-06 – GORES LANDING WHARF REHABILITATION**

Submitted by,

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Name of Firm or Individual

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Address (Include postal code)

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Telephone No. (Include area code)

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Name of Person Signing for Firm

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Office of Person Signing for Firm

**TENDER CLOSING DATE:**

TO: Paul Dowber, Treasurer  
Township of Hamilton Administrative Building  
8285 Majestic Hills Dr.  
Cobourg, Ontario  
K9A 4J7  
(905) 342-2810

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## **1 INFORMATION FOR TENDERERS**

### **1.1 Description of Works**

The Township of Hamilton is soliciting Form of Tenders from qualified contractors for the rehabilitation of the Gore's Landing Wharf.

The tendered work generally consists of:

- a) The installation of a new gabion basket retaining wall;
- b) Repair of existing steel sheet piles (SSP) with patch repair plates;
- c) Installation of a new reinforced concrete deck (along with connection to SSP);
- d) Replacement of a section of timber decking;
- e) *Installation of a dry hydrant;*
- f) New paving stone configuration; and
- g) General landscaping improvements.

### **1.2 Construction Phasing and Timing / Schedule**

The following is the required timing for the project.

- The Contractor shall complete In-Water and Shoreline Works by March 15, 2018.

### **1.3 Closing Time and Date**

Tenders sealed in an envelope which shall be clearly marked as to contents and for the attention of Mr. Paul Dowber, Treasurer, will be received at:

Township of Hamilton Administrative Building  
8285 Majestic Hills Dr.  
Cobourg, Ontario  
K9A 4J7

prior to 10:00 A.M. local time on

**Friday, January 26, 2018**

On the same day and at the same location, commencing at 10:05 a.m. local time the Tenders will be opened and read publicly.

#### **1.4 Period of Validity of Tender**

The prices entered by the Tenderer in the Form of Tender shall be based on the assumption that the OWNER will notify the successful Tenderer in writing that his Tender has been accepted within 60 calendar days of the Tender Opening. The Tender Offer shall be irrevocable for this validity period.

#### **1.5 Interpretation**

In this document, "Tender Documents" shall consist of the Information for Tenderers, the Form of Tender, the OPS General Conditions of Contract (not reproduced herein), the Supplemental General Conditions of Contract, the Special Provisions, the Contract Drawings and any other documents listed in the Tender and any addenda.

#### **1.6 Completion of the Tender**

All entries in the Tender shall be clear and legible and made in ink. All items shall be tendered according to any instructions in the Tender Documents and with entries made for unit price, lump sum, extensions and totals as appropriate.

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, alterations incorrectly submitted, or irregularities of any kind may be rejected. Tenderers are required to fill in all the blanks. Should any uncertainty arise as to the proper manner of doing so, the Tenderer may obtain the requisite information from the CONTRACT ADMINISTRATOR.

#### **1.7 Delivery and Opening of Tenders**

Tenders, sealed in an envelope clearly marked with the Contract Title and the Contract No., will be received by the OWNER or designated representative at the time and place designated for Receipt of Tenders. The use of any means of delivery of a Tender shall be at the risk of the Tenderer. Tenders submitted by telegram, telephone, facsimile or e-mail will be rejected.

The Tender envelopes will be opened and the Tenders read and recorded publicly at the time and place designated in the Information for Tenderers Section 1.3.

#### **1.8 Withdrawal or Alteration of Tenders**

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

A Tenderer may withdraw or alter the Tender at any time up to the specified time and date for Tender Closing by submitting a letter bearing the Tenderer's signature and seal to the OWNER or authorized representative. Telegrams, telephone calls, facsimiles or e-mails will not be accepted.

### **1.9 Enquiries, Omissions, Discrepancies and Interpretations**

All enquiries relative to the Tender Documents shall be directed to the Township of Hamilton, as follows:

Paul Dowber, Treasurer  
Township of Hamilton

Office: (905) 342-2810 ex. 102  
Email: [pdowber@hamiltontownship.ca](mailto:pdowber@hamiltontownship.ca)

Should a Tenderer find omissions from or discrepancies in any of the Tender Documents or should the Tenderer be in any doubt as to the meaning of any part of such documents, the Tenderer shall notify the OWNER without delay. If the OWNER considers that a correction, explanation or interpretation is necessary or desirable an Addendum will be issued to all who have taken out Tender Documents. No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

Wherever the amount tendered for an item does not agree with the extension of the tender quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be adjusted accordingly.

Mathematical discrepancies will be corrected by the appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

If a Tenderer has omitted to enter a price for an item of work set out in the Form of Tender he shall, unless he has specifically stated elsewhere in his Tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item of work.

### **1.10 Tender Deposit**

Each Tender shall include a Tender Deposit in the form of a certified cheque in the amount stated in the Form of Tender. A bid bond shall NOT be accepted in lieu of a certified cheque.

### **1.11 Bonding Requirements**

All Tenders shall be accompanied by the Agreement to Bond form contained herein, or the Bonding Company's equivalent, which must be jointly executed by the Tenderer and the Surety Company from which the bonds will be obtained and must be enclosed in the same envelope as the Tender. The successful Tenderer will be required to provide a Performance Bond in the amount of 100% of the total Tender (including HST) and a Labour and Materials Payment Bond in the amount of 100% of the total Tender (including HST).

**1.12 Proof of Ability**

Tenderers are required to disclose their legal status as to whether they are a Federal, Provincial or Foreign Corporation, a partnership or an individual and to state the names and addresses of the responsible officers or parties as the case may be. They must furnish satisfactory evidence that they have the requisite ability and experience in the class of work contemplated and sufficient capital and plant to enable them to complete the work successfully within the time stated in the Contract.

**1.13 Acceptance or Rejection of Tenders**

Acceptance of Tenders shall be conditional upon submission of the following documentation and information:

- (a) a Tender Deposit in the form and amount specified;
- (b) the completed Form of Tender containing:
  - (i) a completed Schedule of Items and Prices;
  - (ii) an Agreement to Bond in the form specified;
  - (iii) completed Proof of Ability Statements 1, 2 and 3;
  - (iv) properly signed Form of Tender by the Tenderer with the Tenderer's business address and sealed;

Tenderers may submit the above on the provided sheets from the Form of Tender or, alternatively, the entire documents if they desire.

- (c) all signed Addenda.

Tenders received after the specified time and date will be returned unopened.

The OWNER reserves the right to reject any and all tenders, to waive minor informalities or minor irregularities and to accept the tender which appears to be in the best interest of the OWNER.

The acceptance of a Tender will be contingent upon the Tenderer being qualified. The determination of whether a Tenderer is qualified to do the work will be based on:

- (a) the Tenderer's ability and agreement to complete the work within the Construction Schedule;
- (b) the Tenderer's ability to work based on completed Proof of Ability Statements

1 to 3;

- (c) the Tenderer's ability to effectively manage and do the work using the named Superintendent and submitted CONTRACTORS and Subcontractors;
- (d) the Tenderer's history with respect to quality of work, scheduling, changes in the work and extra work.

Tenders that contain prices which appear to be so imbalanced as to likely adversely affect the interests of the OWNER may be rejected.

Where the Tenderer is required to enter his own Time for Completion or Date for Completion, the OWNER may take into consideration the financial implications of the different completion times or dates in the evaluation of tenders.

Subject to the General Conditions and except as provided hereunder, neither the CONTRACT ADMINISTRATOR nor any 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 rights against or impose any obligations on the OWNER. The recommendation of a Tender to the OWNER for acceptance does not constitute acceptance of the Tender by the OWNER.

The award of the Contract is subject to all requisite legislated approvals from the applicable agencies.

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 non-acceptance by the OWNER of any Tender or by reason of any delay in the acceptance of Tender except as provided in the Tender.

#### **1.14 Contract Award Procedures**

Tenderers who have submitted Tenders that were not successful or rejected will be notified in writing.

Unless stated otherwise in the Form of Tender the following procedures will apply:

- (a) The successful Tenderer will be notified in writing that his Tender has been accepted within the Period of Validity provided.
- (b) The required Contract Documents will be sent to the successful Tenderer following acceptance of the Tender. The Tenderer shall fully execute and return the documents together with the applicable bonds, Certificate of Liability Insurance and any other required documents to the OWNER within 10 calendar days of the date of receipt of the Contract Documents.
- (c) Following receipt of the properly executed documents, Certificate of Liability Insurance and, where applicable, the contract bonds, the CONTRACTOR will receive written authority to proceed with the Work.

#### **1.15 Release of the Tender Deposit**

The Tender Deposits of all Tenderers except the low and second low Tenderers will be returned before the expiry of the validity period. If said Tenders are withdrawn before the validity period has expired or prior to execution of the Agreement and other applicable documents by the successful Tenderer, whichever comes first, the certified cheque accompanying such Tender will be forfeited to the OWNER.

The Tender Deposit of the low and second low Tenderer will be returned when the successful Tenderer has returned the executed Agreement and other applicable documents to the OWNER and after the Agreement and other documents have been executed by the OWNER. If the low or second low Tender is withdrawn prior to execution of the Agreement and other applicable documents by the successful Tenderer and the OWNER, the certified cheque accompanying such Tender will be forfeited to the OWNER.

Notwithstanding the aforementioned, where either of the low or second low Tenderers has not been notified within the Period of Validity of the Tender, after Tender Opening that their Tenders have been accepted application may be made to the OWNER for the return of the Tender Deposit.

The Tender Deposit cheque or security may be forfeited if the successful Tenderer fails to return to the OWNER, within 10 calendar days of receipt in writing of the acceptance of the Tender, the executed agreement and other required documents.



The OWNER may at its discretion return a Tender Deposit at an earlier time than provided herein; and no such action shall prejudice the validity of the Tender to which such Tender Deposit relates.

**1.16 Insurance**

Insurance requirements shall be as stipulated in the OPS General Conditions of Contract, November 2010

**1.17 Indemnity**

The Contractor hereby indemnifies the Township of Hamilton and Planmac Engineering Inc. against any and all claims and or liability arising out of any personal injury, death or property damage resulting from and arising out of any act or omission on the part of the Contractor or any of their servants or agents during the execution of the contract including without limitation the cost of defending against such claims.

**1.18 Occupational Health and Safety**

The following requirements and conditions shall be included in all Agreements with Proponents (and Sub-Contractors) engaged by or on behalf of the Town:

- Proponents with known poor safety records or with inadequate qualifications or equipment shall not be considered for award.
- Proponents acknowledge that they have read and understood the Occupational Health and Safety Act OHSA (R.S.O. 1990 C. 01) and regulations made under that statute.
- The Proponent shall comply with all health and safety requirements established by the Occupational Health and Safety Act and Regulations, the Town and any applicable industry standards. The Proponent shall agree to assume full responsibility for the enforcement of the same.
- The Proponent shall participate in a pre-project meeting to verify his full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work.
- The Proponent shall understand that his performance shall be monitored and that his overall performance shall be a major consideration for future contracts with the Town. The frequency and detail of ongoing project monitoring shall be dependent on the nature of the work and safety precautions specified.
- The Proponent shall allow access to the work site on demand to representatives of the Town.
- The Town shall take all action necessary to support the Proponents health and safety efforts and to ensure that the Town-owned and controlled environments in the vicinity of the project are free of hazards.
- The Proponent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the Proponent or any of his Sub-Consultants, may invalidate the Contract.

- The Proponent acknowledges and agrees that any damages or fines that may be assessed against the Town by reason of a breach or breaches of the OHSA by the Proponent or any of his Sub-Contractors shall entitle the Town to offset the damages so assessed against any monies that that Town may from time to time owe the Proponent under this Contract or any other Contract whatsoever.

The Proponent shall have a clearly defined safety plan/rescue plan for his workers involved in hazardous activities. This plan shall include, but not be limited to, procedures for entering a confined space on the worksite, traffic control for surveying, etc.

The Proponent agrees at all times to comply with the Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Town.

#### **1.19 Inspection of Equipment**

Prior to the Township of Hamilton accepting this Bid, an inspection of the equipment which is to be used under this Contract may be requested. The equipment shall comply with the requirements of the Highway Traffic Act, all safety requirements, and be in good mechanical condition.

#### **1.20 Site Meeting**

The proponent may request a site meeting with the Contract Administrator at their discretion.

#### **1.21 Late Submissions**

The date and time of receipt of a Form of Tender shall be the date and time indicated by the Town's date and time stamped on the Form of Tender. Under no circumstance will Form of Tenders received after the Form of Tender Submission Deadline is accepted.

#### **1.22 Proponent Contact**

Each Proponent shall designate in their Form of Tender the name of the Contact to who any additional information deemed relevant to the Contract may be communicated.

#### **1.23 Request for Clarification**

Any proponent who has questions as to the meaning or intent of any part of this CONTRACT or of the project, or who believes this CONTRACT contains an error, inconsistency or omission, should submit a request for clarification to the Contract Administrator in writing.

All requests for clarification or inquiries concerning this CONTRACT should be forwarded via e-mail no later than **Tuesday, January 23, 2018** to the Contract Administrator identified below:

Paul Dowber, Treasurer  
Township of Hamilton  
Office: (905) 342-2810 x 102  
Cell: (705) 443-7800  
Email: [pdowber@hamiltontownship.ca](mailto:pdowber@hamiltontownship.ca)

Responses to all requests for clarification will be provided by the Township in writing to all proponents.

#### **1.24 Failure to Execute Agreement**

In the event that a selected Proponent fails or refuses to commence the Agreement or satisfy any other applicable condition within seven (7) Calendar Days of notice of selection, the Township reserves the right, in its sole discretion, to cancel the award and award to contract to another Proponent, not to accept any Form of Tender, or to issue a new CONTRACT, and the defaulting Proponent shall be liable for all losses, damage, costs and expenses (including consequential losses and damage, and legal fees) suffered or incurred by the Town as a direct or indirect result thereof, including but not limited to any increase in the price of performance over the price submitted by the defaulting Proponent in its Form of Tender.

# 1 FORM OF TENDER

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER

To: The Township of Hamilton  
(hereafter referred to as "The OWNER")

RE: Tender for the Gore's Landing Wharf Rehabilitation  
CONTRACT NO. PR 2017-06

I (WE) \_\_\_\_\_  
(hereafter referred to as "The Tenderer")

Residing at (or place of business) \_\_\_\_\_  
\_\_\_\_\_

- (1) have carefully examined the Information for Tenderers and acknowledge all instructions contained therein with respect to submitting a complete and valid tender, contract award procedures and release of tender deposit procedures;
- (2) have carefully examined Addendum/Addenda No\_\_ to No\_\_, Form of Tender, General Conditions, Supplemental General Conditions, Drawings, Specifications and Special Provisions for this Contract and acknowledge the same to be part of the Contract;
- (3) have visited the site and studied all conditions thereon which affect the work, and are fully informed as to the nature of the Work and the conditions relating to its performance;
- \* The Tenderer will insert here the number of addenda received during the tendering period and taken into account in preparing the tender.
- (4) hereby tender and offer to enter into a contract within the prescribed time to construct the said Works in strict accordance with the Contract Documents and to furnish all materials, labour, tools, plant, matters and things necessary therefore to complete and make the Works ready for use including in every case freight, duty, exchange and all tax in effect, except as otherwise specified, for the sum in Canadian dollars of:

Dollars - (in words)

Dollars - (in figures)

and have the works "Substantially Performed" within a time, to be known as "Time of Completion", of:

\_\_\_\_\_ working days

from the date of the written order to commence work.

Township of Hamilton  
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THE AFORESAID SUM IS MADE UP AS FOLLOWS:

## 2.1 SCHEDULE OF ITEMS AND PRICES

THIS SCHEDULE SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER

1. All items shall be in accordance with the Specifications and/or Drawings.
2. The Tenderer shall tender a total tender price for the works.

ITEM	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY ESTIMATE	UNIT PRICE	TOTAL PRICE
<b>Gore's Landing Wharf Rehabilitation</b>						
<b>PART A - GENERAL ITEMS</b>						
1	00 11 03	Mobilization, demobilization	LS	1		
<b>SUB-TOTAL PART A</b>						
<b>PART B – SEDIMENT AND EROSION CONTROL MEASURES (INSTALLATION INCLUDED)</b>						
2	01 35 43 DWG 2	Heavy duty silt fence	LS	1		
3	01 35 43 DWG 2	Shoreline vegetation protection fencing	LS	1		
4	35 49 14 DWG 2	Turbidity curtain	LS	1		
<b>SUB-TOTAL PART B</b>						
<b>PART C – REMOVALS</b>						
5	01 74 21 DWG 3	Lump sum removals	LS	1		
6	02200 DWG L-1	Partial depth removal of top soil	m <sup>2</sup>	325		
7	02 41 16 DWG 5	Excavation required for installation of gabion baskets	LS	1		
<b>SUB-TOTAL PART C</b>						
<b>PART D – SUPPLY AND INSTALLATION</b>						
8	02515 DWG L-1,2	Reinstall salvaged interlocking pavers	m <sup>2</sup>	80		
9	02515 DWG L-1,2	New interlocking pavers and aluminum edging	m <sup>2</sup>	35		
10	31 23 33.01 DWG 5	Granular "A"	t	90		
11	31 23 33.01 DWG 5	Granular "B"	t	247		
12	31 32 19.01 DWG 5	Geotextile Cloth (deck & gabion)	m <sup>2</sup>	372		

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13	05 50 00 DWG 5	Steel Pile Cap	m	58		
14	03 10 00 03 30 00 DWG 5	Reinforced Concrete	m <sup>3</sup>	40		
15	05 50 00 DWG 6	Steel patch repair plates (and all associated materials)	t	0.8		
16	05 50 00 DWG 6	Steel ladders	Ea	3		
17	DWG 4	Mooring rings	Ea	12		
18	05 50 00 DWG 5	Gabion baskets (and all associated materials)	m	32		
19	02715 DWG L-2	Wood bench seating for gabion baskets	m	32		
20	31 23 33.01 35 59 14 DWG 5	Dry hydrant including excavation, bollards, and all other related works	LS	1		
21	02870 DWG L-2	Accessible picnic table (and concrete sleepers)	Ea	1		
22	02870	New permanent waste receptacle	Ea	2		
23	02870 DWG L-1	New (and existing boulders)	LS	1		
24	02870	Tactile walking surface	Ea	1		
25	02212	Topsoil and sodding	m <sup>2</sup>	325		
26	02935	Planting beds	m <sup>2</sup>	10		
27	02950 DWG L-2	Trees	Ea	2		
28	02715	Repair Gazebo	LS	1		
29	DGW 4 DWG 6	Boardwalk repairs (new plank section and steps)	LS	1		
<b>SUB-TOTAL PART D</b>						

<b>PART A – GENERAL ITEMS</b>	
<b>PART B – SEDIMENT AND EROSION CONTROL (INSTALLATION INCLUDED)</b>	
<b>PART C – REMOVALS</b>	
<b>PART D – SUPPLY AND INSTALLATION</b>	
<b>TOTAL TENDER PRICE EXCLUDING HST</b>	
<b>HST (13%)</b>	
<b>TOTAL TENDER PRICE INCLUDING HST</b>	

NOTES RE: SCHEDULE OF ITEMS AND PRICES

- |                |   |              |
|----------------|---|--------------|
| m              | - | linear metre |
| m <sup>2</sup> | - | square metre |
| m <sup>3</sup> | - | cubic metre  |
| t              | - | metric tonne |
| LS             | - | lump sum     |
| Ea             | - | each         |
- Spec. No. refers to the Standard Specifications and applicable sections of the Special Provisions contained in this contract.
- Specifications are attached as a part of the Tender Package in Appendix B.
- The Owner requires the completion of several items by March 15, 2018. The Contractor shall adhere to the 100% construction completion of the following items by March 15, 2018:

ITEM	SPEC. NO.	DESCRIPTION	Additional Comments
7	02 41 16 DWG 5	Excavation required for installation of gabion baskets	
12	31 32 19.01 DWG 5	Geotextile Cloth (gabion)	
15	05 50 00 DWG 6	Steel patch repair plates (and all associated materials)	
16	05 50 00 DWG 6	Steel ladders	
18	05 50 00 DWG 5	Gabion baskets (and all associated materials)	
20	31 23 33.01 35 59 14 DWG 5	Dry hydrant including excavation, bollards, and all other related works	
29	DGW 4 DWG 6	Boardwalk repairs (new plank section and steps).	<b>Note: if the contractor can devise a method of</b>



			<b>construction from a system that does not require entering in the water, the work may proceed to completion beyond March 15, 2018.</b>
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5. The Owner requires the completion of several items by March 31, 2018. The Contractor shall adhere to the 100% construction completion of the following items by March 31, 2018:

ITEM	SPEC. NO.	DESCRIPTION
5	01 74 21 DWG 3	Lump sum removals
10	31 23 33.01 DWG 5	Granular "A"
11	31 23 33.01 DWG 5	Granular "B"
13	05 50 00 DWG 5	Steel Pile Cap
14	03 10 00 03 30 00 DWG 5	Reinforced Concrete
17	DWG 4	Mooring rings

6. The Owner requires proof of payment for several items by March 31, 2018. The Contractor shall provide proof of payment (invoicing) for all of the Items listed in Sections 5-6, and the following materials, excluding cost of installation by March 31, 2018:

ITEM	SPEC. NO.	DESCRIPTION
2	01 35 43 DGW 2	Heavy duty silt fence
3	01 35 43 DWG 2	Shoreline vegetation protection fencing
9	02515 DWG L-1,2	New interlocking pavers and aluminum edging
19	02715 DWG L-2	Wood bench seating for gabion baskets
21	02870 DWG L-2	Accessible picnic table (and concrete sleepers)

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22	02870	New permanent waste receptacle
23	02870 DWG L-1	New (and existing boulders)
24	02870	Tactile walking surface

## 2.2 STANDARD TENDER REQUIREMENTS

### **THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER**

#### HARMONIZED SALES TAX (HST)

The tendered prices shall EXCLUDE Harmonized Sales Tax (HST). Payment of the HST will be made to the CONTRACTOR in conjunction with amounts certified as due on Monthly Payment Certificates as approved by the Contract Administrator. The amount of tax due will be shown as a separate item.

The Tenderer agrees that:

- (a) if this Tender is accepted by the OWNER the Tenderer will execute the Agreement in triplicate and furnish in triplicate to the OWNER the required Bonds, the Certificate of Liability Insurance, either a Statutory Declaration or a Workplace Safety & Insurance Board clearance letter stating that all assessments or compensation payable to the Workplace Safety & Insurance Board have been paid and all other required documents within 10 calendar days from the date of receipt of the Contract Documents from the OWNER.
- (b) the Tenderer will forfeit the deposit accompanying this Tender to the OWNER if this Tender is accepted by the OWNER and the Contract is not executed as stated in (a) above.
- (c) this offer is to continue open to acceptance until the Contract is executed by the successful Tenderer or before the expiry of the validity period, whichever event first occurs and that the OWNER may, at any time within that period accept this Tender whether any other Tender has been previously accepted or not.
- (d) the Tenderer will forfeit the deposit accompanying this Tender if this Tender is withdrawn before the Contract is executed by the successful Tenderer or before the expiry of the validity period, whichever event first occurs.
- (e) if so requested in writing by the OWNER the undersigned will enter into a Contract with the OWNER based upon the Tender but jointly in the names of the Tenderer and the Tenderer's parent company, if any. The Tenderer further agrees that any request by the OWNER as indicated above is not and shall not be deemed to be a counter-offer by the OWNER.
- (f) the Tender is subject to a formal contract being prepared and executed.
- (g) the OWNER may reject any or all tenders, waive minor informalities or minor irregularities and accept the tender which appears to be in the best interest of the OWNER.

- (h) the Work will commence within 7 calendar days of the CONTRACT ADMINISTRATOR's written order to commence work.
- (i) if this Tender is accepted by the OWNER the Tenderer will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the CONTRACT ADMINISTRATOR in accordance with the Contract.
- (j) the carrying out of any work referred to in clause (i) above or the issuance by the CONTRACT ADMINISTRATOR of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order will not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or any Contract Change Order previously issued by the CONTRACT ADMINISTRATOR or any of the rights of the OWNER or of the CONTRACT ADMINISTRATOR under the Contract.
- (k) the Tenderer is not entitled to payment of Provisional Items except for additional work carried out by the Tenderer in accordance with the Contract and only to the extent of such additional work, as authorized by the CONTRACT ADMINISTRATOR in writing.
- (l) the Tenderer is not entitled to payment of the Contingency Allowance except for additional work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the CONTRACT ADMINISTRATOR in writing.

The Tenderer declares that:

- (a) no person, partnership or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made and that this Tender is made without connection, comparison of figures or arrangements with, or knowledge of, any other person, partnership or corporation making a Tender for the same work and is in all respects made without collusion or fraud.
- (b) no member of the Municipal Council and no employee of the Municipality or of the CONTRACT ADMINISTRATOR is or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies derived therefrom.

The "Agreement to Bond" of \_\_\_\_\_ a company lawfully doing business in the Province of Ontario, to furnish a Performance Bond in an amount equal to 100% of the Contract Price and a Labour and Material Payment Bond in an amount equal to 100% of the Contract Price if this tender is accepted, is enclosed herewith.

Township of Hamilton  
TENDER # PR 2017-06  
Gore's Landing Wharf Rehabilitation

A certified cheque upon a Canadian chartered Bank located in Ontario, drawn and made payable to the TOWNSHIP OF HAMILTON in the amount of \$25,000.00 is to be attached to the Tender as the Tender Deposit.

This Tender is submitted by

.....  
Firm Name

.....  
Address

.....  
Signature of Tenderer

.....  
Signature of Witness

.....  
Date

Note: If the Tender is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation, or wafer seal, must be affixed. If the Tender is submitted by or on behalf of an individual or partnership a seal must be affixed opposite the signature of the individual or each partner and each signature shall be witnessed.

**2.3 PROOF OF ABILITY**

**STATEMENT 1 -WORK EXPERIENCE**

**THIS STATEMENT SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER**

The following is a list of projects similar in type and scope to this Work which have been successfully completed by the Tenderer in the last three years.

OWNER	CONTACT NAME / TELEPHONE NO. OF CONTRACT ADMINISTRATOR	DESCRIPTION OF CONTRACT	VALUE	YEAR

## **STATEMENT 2 - DETAILS OF KEY STAFF**

**THIS STATEMENT SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER**

The following is a list of the Tenderer's senior supervisory staff that we have designated to be employed on this Contract.

NAME	ROLE	YEARS OF EXPERIENCE

## **STATEMENT 3 - LIST OF SUBCONTRACTORS**

### **THIS STATEMENT SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER**

1. The Tenderer shall list hereunder the names of subcontractors for the subtrades listed below who the Tenderer proposes to use on this Contract.
2. The Tenderer shall make an entry against each possible subtrade listed either by naming the proposed subcontractor or by entering "by own forces," whichever applies. No blank spaces are to be left.
3. If the Tenderer proposes to sublet a part of the work which is not listed below, the Tenderer shall add the subtrade and the proposed subcontractor's name to the list.
4. It is understood by the Tenderer that the following list of subcontractors is complete and that no additions to this list will be permitted after the Closing Date of Tenders, without the written approval of the CONTRACT ADMINISTRATOR.

The following is a list of the proposed subcontractors to be utilized by the Tenderer on this Contract.

<b>SUBTRADE</b>	<b>PROPOSED SUBCONTRACTOR</b>



## 2.4 AGREEMENT TO BOND

**THIS AGREEMENT SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER**

I / We, the undersigned, hereby agree to become bound as Surety for:

.....  
Name of Tenderer

in a Performance Bond for the amount of 100% of the total Tender, and a Labour and Materials Payment Bond in the amount of 100% of the total Tender, conforming to the instruments of Contract attached hereto, for the full and due performance of the Works shown as described herein of the tender for:

.....  
.....  
DATED THIS ..... day of ..... A.D. 20\_\_

.....  
Name of Bonding Company

By .....  
Signature of Authorized Person Signing for Bonding Company

.....  
Position of Signing Officer

.....  
Seal

### **3 SCHEDULE OF DRAWINGS, SPECIFICATIONS AND GENERAL CONDITIONS OF CONTRACT**

The work specified in this contract shall be performed in accordance with the following Drawings, Specifications, Standards and Conditions of Contract.

#### 1. Drawings

S1: NOTES  
S2: ENVIRONMENTAL PROTECTION  
S3: EXISTING AND REMOVALS  
S4: SECTION DETAILS – 1  
S5: SECTION DETAILS – 2  
L1: LANDSCAPE CONSTRUCTION PLAN  
L2: LANDSCAPE DETAILS

Prepared by Planmac Engineering and Victor Ford and Associates.

#### 2. Specifications

a) See Appendix B

#### 4. Conditions of Contract

a) Ontario Provincial Standards, General Conditions of Contract, November, 2010.

It will be the CONTRACTOR's responsibility to obtain current copies of the General Conditions of Contract listed above, which form part of this Contract.

b) Supplemental General Conditions of Contract- Section 4 inclusive.

## **4 SUPPLEMENTAL GENERAL CONDITIONS OF CONTRACT**

### General Conditions

The General Conditions that apply to this contract are the Ontario Provincial Standard, General Conditions of Contract, November, 2010.

#### **1.0 GC1 Interpretation**

##### **1.1 Designation of Parties**

Where the word "OWNER" is used in the contract it shall mean:

Corporation of the TOWNSHIP OF HAMILTON.

Where the word "CONTRACT ADMINISTRATOR" is used it shall mean:

PLANMAC ENGINEERING INC.

or any other person, partnership or corporation as may be authorized or appointed by the OWNER to act on ITS behalf in any particular capacity.

Where the word "CONTRACTOR" is used in this contract it shall mean the General CONTRACTOR.

#### **2.0 GC2 Contract Documents**

##### **2.1 Delete GC2.01 01 (a) and replace with**

a) The locations of all main line underground utilities which will affect the Work as shown, are based on the information provided by the utility agency. No guarantee as to the accuracy of locations shown is implied or given. The CONTRACTOR must exercise caution when working in the vicinity of any utility and shall immediately notify the CONTRACT ADMINISTRATOR when locations different than indicated are encountered.

#### **3.0 GC3 Administration of the Contract**

##### **3.1 Add to GC3.01**

.18 The CONTRACTOR shall, at any time when so required by the CONTRACT ADMINISTRATOR, during construction or during the period of warranty, make such openings, and to such extent through any part of the Work as the CONTRACT ADMINISTRATOR may direct, which he shall forthwith make good again to the satisfaction of the CONTRACT ADMINISTRATOR. Should the work so opened up be found in the opinion of the CONTRACT ADMINISTRATOR, faulty in any respect, the

whole of the expense, including the cost of inspection, shall be borne by the CONTRACTOR; but if the work so opened up be found in perfect condition, the said expense will be borne by the OWNER.

3.2 Add to GC 3.04

.03 The CONTRACTOR shall have an emergency telephone answering system in operation outside of working hours and shall ensure that emergency personnel will return a call within 30 minutes of a message being left.

3.3 Delete GC 3.05.01 and replace with:

.01 The Contract Administrator will provide benchmark information only. The OWNER will be responsible only for the correctness of the information provided by the CONTRACT ADMINISTRATOR. The CONTRACTOR shall provide all detailed layout in conformance with the drawings.

3.4 Add to GC3

GC3.16 Administration

GC3.16.01 Project Meetings

.01 The CONTRACTOR shall attend a monthly meeting or as required by the CONTRACT ADMINISTRATOR at the contract site office to discuss the progress of the Work and coordinate the work of utilities. The CONTRACTOR's Superintendent shall attend this meeting. Minutes of Meetings will be recorded and will be binding on both parties of the Contract.

GC3.16.02 Start Work Order

.01 The Contract shall commence within 7 days after the CONTRACT ADMINISTRATOR has issued the start work order. The CONTRACTOR shall diligently execute the work to completion and substantially perform the work on or before the expiration of the Contract period as stipulated in the Tender Form.

**4.0 GC4 OWNER'S Responsibilities and Rights**

No Addenda

**5.0 GC5 Material**

5.1 Add to GC5.02

.10 Should the CONTRACT ADMINISTRATOR require evidence that materials supplied by the CONTRACTOR comply with the Specifications such evidence must be

provided by the CONTRACTOR in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the CONTRACT ADMINISTRATOR. The CONTRACTOR shall pay for the entire cost of such testing including sampling and shipping of samples.

.11 The CONTRACTOR shall submit samples of Granular materials and the mix designs for concrete and asphalt within two weeks after award of the Contract for approval by the CONTRACT ADMINISTRATOR.

.12 No material shall be placed until approved.

5.2 Add to GC5.05.02

.08 Materials and/or equipment shall not be stored within 4 m of the travelled portion of any roadway. Notwithstanding the foregoing, the CONTRACTOR shall, at his own expense, remove any equipment or material which in the CONTRACT ADMINISTRATOR's opinion constitutes a traffic hazard.

**6.0 GC6 Insurance, Protection and Damage**

6.1 Add to GC 6.01.03

The CONTRACTOR shall immediately notify the CONTRACT ADMINISTRATOR of any third party insurance claims, and their disposition. The CONTRACTOR shall notify his Insurance Company immediately of any damage claim and provide to the CONTRACT ADMINISTRATOR an adjuster's report within 30 days of the occurrence of the alleged damage.

6.2 Add to GC6.04

.03 Prior to execution of the agreement, the CONTRACTOR shall provide a Performance Bond in the amount of 100% of the total Tender (including HST) and a Labour and Materials Payment Bond in the amount of 100% of the total Tender (including HST).

6.3 Add GC6.05 Workplace Safety and Insurance Board

.01 In addition to the regulations under the Occupational Health and Safety Act, the OWNER requires the CONTRACTOR to comply with Municipal safety procedures and policies. A copy of the policies will be provided to the CONTRACTOR at the pre-construction meeting. The OWNER's safety policies are in addition to and do not replace the requirements under the Occupational Health and Safety Act.

**7.0 GC7 CONTRACTOR's Responsibilities and Control of the Work**

7.1 Add to GC7.01

.17 The CONTRACTOR shall schedule his work in a way that there will be no excavation left open within 1 metre adjacent to a lane carrying traffic overnight and on non-working days. Excavations within 1 m of lanes carrying traffic shall be backfilled with the specified material to profile grade and compacted prior to closing down operations.

.18 No night, Statutory Holiday or Sunday work will be permitted except in the case of an emergency and then only with the written permission of the CONTRACT ADMINISTRATOR. Should the CONTRACTOR wish to work during these periods, he shall request the permission of the CONTRACT ADMINISTRATOR. This request should be at least 4 (four) working days in advance of such time, stating the location and activity proposed. In addition, the CONTRACTOR shall provide the CONTRACT ADMINISTRATOR with a minimum of 48 hours' notice if work is to be carried out on a Saturday.

.19 The restrictions on working contained in this clause shall not apply to any maintenance operations which the CONTRACTOR is required to perform under this contract. The CONTRACTOR shall provide any maintenance requested at any time including nights, Sundays and statutory holidays.

.20 The CONTRACTOR is to be aware of the restricted work areas. The CONTRACTOR shall not carry out any work outside the limits of the road allowances except where indicated on the drawings. The limits of the road allowances are shown on the contract drawings.

## 7.2 Add to GC7.05

.02 Prior to moving off the job before each weekend, Public Holiday or any other non-working day, the CONTRACTOR shall erect all signs, barricades and lights so that they will remain in place during the period of absence. The roadway shall be graded to provide a smooth travelling surface and water and calcium chloride added where necessary.

.03 The CONTRACTOR shall provide the CONTRACT ADMINISTRATOR with the name and telephone number of his project superintendent or other reliable supervisor who can be contacted during the CONTRACTOR's absence from the job. Such person shall be responsible for inspecting the job periodically during the CONTRACTOR's absence and shall check all signs, barricades and lights and repair the roadway surface as required. No additional payment will be made for this work.

## 7.3 Add to GC7.08

.04 Upon completion of the Contract, and when requested by the CONTRACT ADMINISTRATOR, the CONTRACTOR shall provide the OWNER with three copies of a form of release signed by the Pit/Dump Site OWNER or any OWNER of private lands

used by the CONTRACTOR as follows:

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

RE: Release of Obligations

I hereby certify that (insert CONTRACTOR'S name) has fulfilled the terms of our Agreement and has left my property in a satisfactory condition.

I have accepted their final payment and release (insert CONTRACTOR'S name) and the OWNER from any further obligation in this matter.

Signature: \_\_\_\_\_

Final payment will not be paid to the CONTRACTOR until all the applicable forms of release have been signed by the respective OWNERS and received by the CONTRACT ADMINISTRATOR.

#### 7.4 Add to GC7.13

.04 The CONTRACTOR's attention is drawn to the presence of numerous underground and overhead utilities on the Contract.

.05 If a permanent relocation or replacement of an existing utility becomes necessary, at the discretion of the CONTRACT ADMINISTRATOR, during the Work the CONTRACTOR shall cooperate with the OWNER's forces or the Utility Company to allow them the opportunity to make the necessary alterations to their plant.

.06 Existing gas main must be protected by the CONTRACTOR in accordance with the gas company's specifications and procedures for uncovering of active pipeline and gas line supports.

.07 If the OWNER should arrange for other utility installations to be carried out within the contract area, the CONTRACTOR shall allow access and cooperate with the utility's CONTRACTOR.

#### 7.5 Add to GC7.16

.04 If the CONTRACT ADMINISTRATOR notifies the CONTRACTOR in writing of imperfections prior to termination of the warranty, the CONTRACTOR shall make good such imperfections, notwithstanding that the work may commence after or extend beyond the end of the 12 month period.

## **8.0 GC8 Measurement and Payment**

### 8.1 Add to GC8.02.03.01

.05 In respect of this clause:

The OWNER shall retain 12½% of all payments due in accordance with this Clause. This retention will be reduced to 2½% of all money due to the CONTRACTOR forty six days after the date of publication of the Certificate of Substantial Performance by the CONTRACTOR or the completion of the work as established by the Completion Certificate and on production of proof satisfactory to the OWNER to the effect that there are no liens, garnishees, attachments or charges or monies due to the said work or contract in accordance with Clause GC8.02.03.05 and .06. The balance of the holdback will be paid to the CONTRACTOR at the expiration of the warranty.

.06 Issuance of Payment Certificates will be subject to the submission by the CONTRACTOR of the following documents:

- a) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
- b) a Statutory Declaration Re: Payment of Accounts in a form satisfactory to the Contract Administrator (second and subsequent Payment Certificates).

### 8.2 Add to GC8.02.06

.04 In addition to any fringe benefits, labour conditions and fair wages are to be in accordance with the current Fair Wages Schedule. Payment to workers shall not be in intervals of less than twice a month.

### 8.3 GC8.02.09.01 is replaced with:

.01 If the CONTRACTOR fails to complete the Work in accordance with the construction timeline as stipulated in the Contract, the CONTRACTOR shall pay to the OWNER the sum of **One Thousand Five Hundred Dollars (\$1,500.00)** as liquidated damages for each and every calendar days delay in finishing the work in excess of the number of working days prescribed or the identified completion dates. In addition the CONTRACTOR shall pay to the OWNER all costs associated with construction monitoring by the CONTRACT ADMINISTRATOR and his staff as a result of the delay.



## 5 SPECIAL PROVISIONS

# SPECIAL PROVISIONS

### GENERAL

The Contract Specifications are based on Ontario Provincial Standard (OPS) Specifications and Special Provisions. The Standard Specifications together with the following Special Provisions shall apply to this Contract. The Special Provisions shall take precedence over the Standard Specifications.

The Work under this Contract shall include all work within the limits shown on the drawings and in addition shall include the work on private property where required such as the grading and paving of entrances, at the direction of the CONTRACT ADMINISTRATOR. The CONTRACTOR shall obtain permission to enter such properties when required.

### **SP1. GENERAL WORK**

#### **1.1. Scope**

The CONTRACTOR shall perform all the general work covered by the following Specifications.

#### **1.2. Field Office**

No field office is required for this contract.

#### **1.3. Winter Work**

No payment will be made for protection of the Work as required by these Specifications for Winter Conditions. The CONTRACTOR shall schedule his work to avoid placing concrete in Winter Conditions and to avoid freezing of granular material during the operations employing these materials.

#### **1.4. Provision For Traffic**

All traffic control and related signage shall conform to Ontario Ministry of Transportation, Book 7 Temporary Conditions, Ontario Traffic Manual, January, 2014.

The CONTRACTOR is advised that access for local traffic and emergency vehicles must be maintained at all times.

The CONTRACTOR shall supply and erect a "Construction Ahead" warning signs - 1.2 m x 1.2 m minimum size at the ends of the work areas.

Payment shall be made under the appropriate tender item and will be on a lump sum

(L.S.) basis, 50% shall be made upon satisfactory mobilization and the remaining 50% shall be prorated throughout the contract and include all labour, equipment and materials to complete the work.

**1.5. Siltation Control**

The CONTRACTOR is responsible for siltation control from this project. During the project the CONTRACTOR shall undertake the following control measures:

- Stockpiles shall be located away from areas adjacent to any watercourse.
- Silt fence and turbidity curtain shall be installed by the CONTRACTOR when construction may permit the direct runoff of sediment laden water into a ditch or watercourse. Silt fence to be in accordance with the detail drawing. Remove upon completion of the work and when directed by the CONTRACT ADMINISTRATOR. Remove upon completion of the work and when directed by the CONTRACT ADMINISTRATOR.

**1.6. Contract Signs**

No contract signs are required for this contract.

**1.7. Compaction Testing**

The CONTRACT ADMINISTRATOR may arrange for compaction tests to be taken at any reasonable time. The CONTRACTOR shall co-operate. The OWNER will pay for the cost of testing except that if unsatisfactory results are obtained, the CONTRACT ADMINISTRATOR may charge the CONTRACTOR for the cost of additional sampling and testing.

No extra payment will be made for water used to aid compaction. Payment for compaction is deemed to be included in the earth excavation item, granular item, or supply fill item, depending on what is being compacted.

**1.8. Material Supply and Testing**

It shall be the responsibility of the CONTRACTOR to determine locations of gravel pits or quarries from which he may obtain suitable granular materials which will meet the requirements of Granular 'A' and Granular 'B'.

The CONTRACTOR shall, at his own expense and as directed by the CONTRACT ADMINISTRATOR, provide equipment for sampling from each source which he proposes to use and in no case shall any materials be placed in the road bed until it has been submitted for testing and is approved by the CONTRACT ADMINISTRATOR.

The CONTRACTOR shall provide the CONTRACT ADMINISTRATOR with a minimum of 24 hours notice before placing granulars or concrete on any section of the wharf.

No materials shall be placed until the CONTRACT ADMINISTRATOR has verified grade and compaction of the underlying material, and notified the CONTRACTOR that he may proceed.

**1.9. Disposal of Materials**

The CONTRACTOR shall dispose of all unsuitable and/or surplus material at a site determined by the CONTRACTOR and approved by the CONTRACT ADMINISTRATOR. The CONTRACTOR shall be responsible for all permits, agreements and work involved in disposing of waste or excess material including trucking, access roads, levelling, and providing the CONTRACT ADMINISTRATOR with the applicable forms of release from the respective OWNERS.

**1.10. Project Coordination**

The CONTRACTOR shall have on the site at all times a general superintendent fully qualified to properly direct the progress of the work including coordinating work with subcontractors, attending site meetings and receiving work field instructions from the CONTRACT ADMINISTRATOR. The superintendent must be nominated in writing. Any instructions given to the superintendent are deemed to be given to the CONTRACTOR.

The CONTRACTOR shall provide by means of ladders, etc. proper and safe facilities to enable the OWNER, the CONTRACT ADMINISTRATOR, agent and any employees to enter upon the works premises used by the CONTRACTOR.

**1.11. Notification for Inspection**

The CONTRACTOR shall provide the CONTRACT ADMINISTRATOR with a minimum of 24 hours' notice before placing road granulars, concrete, topsoil and seed on any section of road. No materials shall be placed until the CONTRACT ADMINISTRATOR has verified grade and compaction of the underlying material, and notified the CONTRACTOR that he may proceed.

**1.12. Noise Control**

The CONTRACTOR shall establish and maintain construction procedures such that noise levels from construction areas are minimized. Noise control to be in accordance with the local by-laws.

The CONTRACTOR shall use vehicles and equipment equipped with efficient muffling devices. The CONTRACTOR shall provide and use devices that will minimize noise levels in construction areas.

The CONTRACTOR shall ensure that the noise emissions from dewatering equipment

are controlled by providing sound barriers or silencers on any motorized equipment to comply with a limit of 45 dB between the hours of 7:00 pm to 7:00 am at the nearest structure and/or residence as set out in Publication NPC-103 of the Model Municipal Noise Control By-law, Final Report, August, 1978, as amended and Publication NPC-205 Sound Level Limits for Stationary Sources in Class 1 & 2 Areas (Urban), October 1995.

### **1.13. Co-ordination and Working with Utilities**

The CONTRACTOR is required to work around the existing utilities and take measures to protect, schedule and otherwise carry out the work around the utilities.

Existing poles are to be supported when excavating near the poles.

The CONTRACTOR shall exercise extreme caution while working in the areas where utilities are located. The CONTRACTOR will coordinate his work with the Township of Hamilton, Bell Canada, Rogers Cable Systems and Enbridge Gas in order to facilitate the protection of the utilities during construction.

### **1.14. Dewatering**

The CONTRACTOR shall provide dewatering procedures (if required) to stabilize the ground and/or keep excavations dry during construction of all structures and pipelines and their associated appurtenances.

The design of the dewatering system shall be carried out by a specialist in this field.

Discharge of water from the dewatering system shall be carried out in accordance with OPSS 518 and OPSS 805. Discharge locations shall be approved by the CONTRACT ADMINISTRATOR.

### **1.15. Dust and Mud Control**

The CONTRACTOR shall be responsible for dust and mud control.

Dust shall be controlled by watering and calcium application as directed by the CONTRACT ADMINISTRATOR. Application shall be initiated within 4 hours of notice.

Where the work requires the sawing of asphalt or the sawing of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, where dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.

The CONTRACTOR shall prevent mud tracking onto roadways and shall remove any mud tracking from roadways promptly as directed by the CONTRACT ADMINISTRATOR.

The CONTRACTOR shall make provision for maintenance of the roadway during weekends and other non-working days.

#### **1.16. Measurement and Payment**

Payment for Contract items will be made through the verification of tickets delivered to the site. Tickets must be submitted via email to the CONTRACT ADMINISTRATOR with 24 hours of delivery. Items not requiring tickets will be measured and paid by percentage completion as decided by the CONTRACT ADMINISTRATOR.

#### **SP2. MOBILIZATION AND DEMOBILIZATION**

Mobilization shall include the supply, delivery to the job site, and setup of materials, temporary buildings and facilities, utilities, tools and equipment required for the performance of the Work plus any other items not required to form part of the permanent works or not covered by other items in the Schedule of Items and Unit Prices. It shall also include the cost of any applicable access or land use fees required. The Contractor should include in this item, the cost of any excavation, fill or backfill required to accommodate his equipment or method of construction. Extras will not be entertained for any unforeseen costs associated with this item. Where a separate item has not been provided in the Schedule of Items and Unit Prices, the Contractor should include in this item, the cost of supplying all required Bonds.

The Contractor shall notify the Contract Administrator prior to commencement of any activities at the site including mobilization.

Demobilization shall include removal from the job site of all materials, temporary buildings, utilities, tools and equipment at the completion of the Contract. It shall also include cleanup of the site to the satisfaction of the Contract Administrator.

Payment for this item shall be at the lump sum price tendered and shall be full compensation for all labour, material and equipment necessary to complete the work. For progress payments, up to 50% of the lump sum price will be paid upon completion of all mobilization. The remaining 50% will be paid at the end of the construction period upon completion of the demobilization.

NOTE: The total lump sum price for "Mobilization & Demobilization" shall not exceed 10% of the Total Tender Price before HST.

#### **SP3. PERFORMANCE, LABOUR AND MATERIAL PAYMENT BONDS**

For the lump sum price for these items, the Contractor shall provide a 100% Labour and Material and 100% Performance Bonds as outlined in the Information to Bidders in a form satisfactory to the Township of Hamilton.

Payment for these items in full will be made on the first payment certificate provided such bonds have been provided to the Township.

#### **SP4. CONSTRUCTION LAYOUT**

This item shall cover all work associated with the layout/setting out of all construction works and undertakings for this project.

The contractor shall use only qualified personnel to complete the layout work. Layout personnel shall be thoroughly experienced in surveying and have extensive previous experience in construction layout. The benchmarks and points of reference shall be taken from the contract drawings or as otherwise provided by the Contract Administrator, enabling the Contractor to complete the construction layout. The Contractor will be responsible for the true and proper setting out of the work, for the correctness of the position, levels, dimensions and alignment of all parts of the work and for the provision of all necessary instruments and labour for the construction layout.

If, at any time during the progress of the work, any error shall appear or arise in the positions, levels, dimensions or alignment of any part of the work, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Contract Administrator or the Township, unless such error is based on incorrect data supplied in writing by the Contract Administrator or the Township.

The checking of the layout of any line or level by the Contract Administrator shall not in any way relieve the Contractor of his responsibility for the correctness of the work. The Contractor shall supply the Contract Administrator with a copy of all necessary information to enable him to use the Contractor's field layout. All information, both on work sheets and stakes, shall be neat and legible.

Payment for this item shall be at the lump sum price tendered and shall be full compensation for all labour, equipment and materials necessary to completely layout the work. Payment shall be made on each payment certificate based on the Contract Administrator's estimate of the amount of layout completed.

The layout required due to alterations in contract items shall be considered incidental to the work of the item, therefore no change will be made to the lump sum bid for this item.

#### **SP5. HEAVY DUTY SILT FENCE**

Installation, maintenance and removal of heavy duty silt fence barrier shall be completed in accordance with the requirements of OPSS 805.

Silt fence shall be placed along the edges of all existing watercourses and other locations as shown on the drawings or as directed by the Contractor Administrator so as to prevent sediment from entering watercourses.

Maintenance of the silt fence barrier, including repair and replacement as necessary shall be considered to be included in the unit price for this item. Silt fences shall not be permitted to sag or fall and shall be repaired or replaced as directed by the Contract Administrator. Silt fences shall be installed with the base of the fence embedded or otherwise secured so as to prevent material from passing under the barrier.

All silt fences shall be located at such a distance from the work area so as to be functional while not acting as retaining walls for excavated/stockpiled materials or debris. Removal and disposal of sediment as required shall be included under this item.

Payment for this item shall be on the basis of a Lump Sum of heavy duty silt fence barrier erected, maintained and removed and shall be full compensation for all labour, equipment and materials to complete the work.

#### **SP6. TREE PROTECTION FENCING**

Work under this item shall conform to OPSS 801. The Contractor is to include in the price bid for this item, full compensation for all labour, equipment and materials required to supply and place 1.2m high tree protection fencing in accordance with OPSD 220.010 and as directed by the Contract Administrator.

Payment for this item shall be per lump sum (L.S.) of tree protection fence installed including all steel posts, maintenance during construction and removal of fence upon completion of the work and shall be full compensation for all labour, equipment and materials to complete the work.

#### **SP7. CLEARING AND GRUBBING**

Clearing and grubbing shall be completed in accordance with OPSS 201 except as indicated otherwise in this section.

This item shall cover all clearing and grubbing required to complete the proposed construction and/or as indicated on the contract drawings.

Clearing shall include removal and disposal of:

- limbs from trees as designated by the Contract Administrator (limbs shall be cut/removed in a manner that will not damage the tree), and
- fences so designated on the contract drawings.

The Contractor shall ensure that all earth surfaces to be covered by embankments are completely grubbed prior to commencing construction of embankments.

Prior to the commencement of clearing operations, the Contract Administrator and/or Owner may designate trees for preservation. Any trees so designated shall not be removed, and shall be protected from damage during construction. **No tree or limbs shall be cut unless designated by the Contract Administrator and/or the Owner.**

Payment for this/these item(s) shall be at the lump sum price(s) tendered and shall be full compensation for all labour, material and equipment necessary to complete the work.

#### **SP8. REMOVAL AND DISPOSAL OF ASPHALT (ALL THICKNESSES)**

Asphalt surfaces located within the excavation limits for the work shall be removed and disposed of by the Contractor as per OPSS 180 and OPSS MUNI. 510.

The items shall include the cutting of asphalt pavement at all location. The cutting shall be by means of suitable mechanical sawing equipment or cold planning equipment capable of making a clean cut and leaving a perfect vertical edge.

Payment at the contract price shall be by the Lump Sum Removal for the above noted item shall be full compensation for all labour, equipment and materials to do the work.

#### **SP9. EARTH EXCAVATION/GRADING**

Earth excavation and grading shall be completed in accordance with OPSS.MUNI 206 except as indicated otherwise in this section.

Excavation will be carried out per the Contract Drawings to allow for the flat, flush, and abutted (against timber boardwalk) installation of a gabion basket retaining wall.

Payment for this item shall be at the lump sum (L.S.) price tendered and shall be full compensation for all labour, materials and equipment necessary to complete the work.

#### **SP10. GRANULAR 'B' TYPE 2 GRANULAR 'A'**

Granular materials shall conform to OPSS 1010. Granular 'A' deck base shall be placed in accordance with the detail drawing. Granular 'B' Type 2 deck sub-base shall only be used if directed by the CONTRACT ADMINISTRATOR. Compact granulars to minimum 98% Standard Proctor Maximum Dry Density.

Payment for supply and place Granular 'A' and Granular 'B' Type 2 shall be made at the applicable contract price and shall be full compensation for all labour, equipment



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and materials necessary to the work. The final amount of each material will be confirmed by actual amounts used in work, as determined by tickets submitted by the CONTRACTOR to the CONTRACT ADMINISTRATOR.

## 6 AGREEMENT

# AGREEMENT

THIS AGREEMENT made in triplicate the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_ by and

between

hereinafter called the "CONTRACTOR"

and

Corporation of the TOWNSHIP OF HAMILTON

hereinafter called the "OWNER"

WITNESSETH

That, the CONTRACTOR for and in consideration of the payment specified in his Tender for this Work, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Work in strict accordance with the Contract Documents, all of which are to be read herewith and form part of this present agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The CONTRACTOR further agrees that he will deliver the whole of the Work completed in accordance with the Agreement as stipulated below, and have the works "Substantially Performed" within a time, to be known as the "Time for Completion", of:

Fifty five (55) working days.

IN CONSIDERATION WHEREOF, the OWNER agrees to pay to the CONTRACTOR for all Work done, the stipulated sum or sums submitted in the Tender.

THIS AGREEMENT SHALL inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the CONTRACTOR and on the heirs and successors of the OWNER.

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IN WITNESS WHEREOF, the CONTRACTOR and the OWNER have hereonto signed their names and set their seals on the day first above written

Signed and Sealed by the CONTRACTOR

In the Presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
CONTRACTOR

Signed and Sealed by the Owner  
In the Presence of

\_\_\_\_\_  
Witness

by: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

by: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Submission of Tender \_\_\_\_\_